

LAKE AGASSIZ WATER AUTHORITY**BOARD OF DIRECTORS****Fargo Commission Chambers****April 16, 2025**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held April 16, 2025. The meeting was called to order by Chair Mahoney at 2:58 p.m.

INTRODUCTIONS

Chair Mahoney introduced United States Congresswoman Julie Fedorchak.

Representative Fedorchak thanked everyone for their hard work for their communities and for the cause of delivering good, clean and affordable water to the people of North Dakota and this region. She offered her and her staff's help on the federal side with moving the Red River Valley Water Supply Project (RRVWSP) toward fruition.

Representative Fedorchak also provided an update on various activities in Congress.

Chair Mahoney next introduced Alan Idso as the new board member representing Cass Rural Water Users District (CRWUD) on the LAWA board.

BOARD MEMBERS PRESENT

Chair Timothy Mahoney
Vice Chairman Bochenski
Director LaVonne Althoff
Director Rick Bigwood
Director Bill Bohnsack (attended virtually)
Director Ann Broussard
Director Dave Carlsrud
Director Tom Erdmann
Director Alan Idso
Director Jim Schmaltz
Director Travis Schmidt
Alternate Brian Reilly for Director Keith Nilson (attended virtually)
Associate Member Bernie Dardis
Secretary Duane DeKrey

MEMBERS ABSENT

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

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

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

APPROVAL OF AGENDA

Motion by Vice Chair Bochenski to approve a change to the proposed board meeting agenda, making Item VI. A. Consultant Work Plan Review an item for Executive Session. Second by Director Broussard. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Director Schmaltz to approve the November 27, 2024, LAWA Board, December 18, 2024, Special Board, January 15, 2025, Special Board and January 16, 2025, Special Board meeting minutes as distributed. Second by Director Bohnsack. Upon voice vote, motion carried.

FINANCIAL REPORT

2024 Budget Analysis Statement - - Merri Mooridian, Deputy Program Manager, RRVWSP Administration, Garrison Diversion, reviewed the Budget Analysis Statement for the period of January 1, 2024, to December 31, 2024, a copy which is attached to these minutes as Annex II.

Ms. Mooridian stated total income through December was \$37,619. Expenses were \$166,855.

The total bank balance at the end of 2024 was \$251,616.

Motion by Vice Chair Bochenski to approve the Budget Analysis Statement for the period of January 1, 2024, through December 31, 2024. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

Bills Paid - - Ms. Mooridian reviewed 2024 bills paid since the November meeting, which include consulting fees, legal fees and the audit payment.

Summary of Dues Paid - - Ms. Mooridian stated the table listing membership dues received for 2024 can be found in the meeting packet.

Draft 2025 LAWA Budget - - Ms. Mooridian referred to the Draft 2025 LAWA Budget, stating it was developed similarly to the 2024 budget. The proposed income budget for the year is \$36,945. Expenses are estimated at \$227,050. A copy of the budget is attached to these minutes as Annex III.

Motion by Director Carlsrud to approved the proposed 2025 LAWA budget. Second by Director Erdmann. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

2025 Budget Analysis Statement - - Ms. Mooridian reviewed the Draft Budget Analysis Statement for the period of January 1, 2025, to March 31, 2025, a copy which is attached to these minutes as Annex IV.

Total income received through March is \$3,410. Expenses are \$85,639.

The total bank balance at the end of March 2025 is \$169,387.

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

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

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

2025 LAWA Membership Dues - - Ms. Mooridian referred to the draft letter, along with the 2025 dues statement, proposed for mailing to the LAWA members to collect annual membership dues. She asked the board to approve billing for the 2025 LAWA membership dues.

Motion by Director Broussard to approve billing LAWA members for 2025 membership dues. Second by Director Erdmann. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

PROJECT FINANCIAL REPORTS AND UPDATES

Consultant Work Plan Review - - *Executive Session*

Katie Schmidt, Ohnstad Twichell, said the next item on the agenda, "Consultant Work Plan Review," has been requested by the Vice Chair to be moved to Executive Session. Ms. Schmidt read the statement of topics and purposes for the Executive Session as including contract negotiation strategies and attorney consultation regarding ongoing contract negotiations related to the project partnership and water supply agreement for the RRVWSP. Discussions on these items in an open meeting could adversely impact the board's contract bargaining positions and could ultimately result in adverse fiscal effects on the board's bargaining positions; therefore, an Executive Session is necessary and warranted.

Motion by Director Carlsrud to enter into Executive Session to discuss contract negotiation strategies and attorney consultation regarding ongoing contract negotiations related to the project partnership and water supply agreement for the Red

River Valley Water Supply Project in accordance with N.D.C.C. § 44-04-19.1, 2, 5 and 9. Second by Director Broussard. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

The board went into Executive Session at 3:15 p.m. and returned to regular session at 3:50 p.m.

Interim Financing Agreement Series C - - Ms. Mooridian referred to the funding reimbursement requests 62, 63 and 64 made to the State Water Commission (SWC) through March 31, 2025, for Interim Financing Agreement Series C cost share. State funding paid since the 2019-2021 biennium has been \$73.7 million. The amount approved was \$84.7 million. The amount remaining is \$11 million.

Interim Financing Agreement Series D - - Ms. Mooridian next referred to funding reimbursement requests 23 through 28 made to the SWC through March 21, 2025, for Interim Financing Agreement Series D cost share. These are for the 2023-2025 biennium. Of the \$180 million total state cost share, \$116 million or 65 percent of the cost share is remaining.

Ms. Mooridian stated these are being provided for the board's information.

PPA Status and Operation Review - - Vice Chair Bochenski commented the genesis of this started with the review of the Project Participation Agreement (PPA). Grand Forks hired Colorado water attorney Brian Nazarenus and Fargo hired Colorado water attorney John Dingess to assist them with a review of the PPA and related exhibits. Vice Chair Bochenski introduced Brian Nazarenus and Shane Coors of Precision Water Resources Engineering (PWRE) to review their comments on the PPA and on the Operational Plan, Phase II.

Mr. Nazarenus, who is a water rights attorney, reported he was retained by the City of Grand Forks to review the PPA, its exhibits and related documents, as well as Operational Plan II. Through that process, he has collaborated with John Dingess, Fargo's water attorney.

Mr. Nazarenus admitted he was generally unaware of the history of what the Garrison Diversion consulting team had worked on in the past and what they were currently working on. His comments were solely limited to a review of the July 18, 2022, version of the PPA, and the Operational Plan Phase II. He provided a PowerPoint presentation summarizing the issues included in the letter Chair Mahoney and Vice Chair Bochenski submitted to Garrison Diversion in February 2025.

Legal Opinions Regarding Draft PPA

Issue One: LAWA Control

Mr. Nazarenus recommended that LAWA and its members should have control over operations and administration of the Project after an agreed-upon "break point" (i.e., the biota plant, break tanks or the Sheyenne River discharge facility). LAWA should enter into a water supply contract with Garrison Diversion to deliver Project water to the break point. LAWA and its Project participant members should have a separate agreement between themselves for

the distribution, administration and operation of the Project water after an identified break point and in the Sheyenne and Red River Basins, including Lake Ashtabula operations.

Mr. Nazarenus said Garrison Diversion obviously has an incredibly important role in terms of operating the Garrison Diversion Unit and the Missouri River side of the project and dealing with the Bureau of Reclamation and its facilities. However, he suggested it would make sense, and it is good governance for local users to be responsible for the local Project operations. Particularly with some of the issues the Project will be facing in the Red River and the Sheyenne River Basins.

Issue Two: Lake Ashtabula Water Supply Contracts

Mr. Nazarenus recommended that, pursuant to the Federal Water Supply Act of 1958, a water supply contract should be obtained from the U.S. Army Corps of Engineers (USACE) for the storage and release of water from Lake Ashtabula. This may require two contracts: Thompson-Acker (TA) account holders would be parties to the contract with regards to their native basin water rights; LAWA would be party to the contract with regard to Project water. The contract should be obtained before the agreement between LAWA and the Project participants is finalized.

Mr. Nazarenus added it is important that the Project water operate in a manner that respects the TA accounts. There are issues on the priorities of those accounts and how they relate to each other, and those issues need to be settled.

Mr. Nazarenus is unaware of what has been done by Garrison Diversion consultants with regard to the USACE or the Department of Water Resources (DWR) pertaining to water rights and USACE's storage and dam operations but recommended these are areas to work through.

Issue Three and Four: Specific Operational Plan and Improved Dispute Resolution

Three: Mr. Nazarenus recommended that a specific Operational Plan acceptable to LAWA members should be developed before the agreement between LAWA and the Project participants is finalized.

Mr. Nazarenus did not recommend entering into a PPA before knowing how the Project will operate. Water users are entitled to know what they are going to get, how they are going to get it and how the Project is going to operate.

Four: Mr. Nazarenus recommended that both the LAWA-Garrison Diversion agreement and the LAWA PPA need to contain a robust, equitable and clear dispute resolution process. He noted that the current draft PPA dispute resolution language is pretty one sided favoring Garrison Diversion and suggested that language changes should be discussed.

Issues Five and Six: LAWA Cost Sharing and ND Department of Water Resources

Administration

Five: Mr. Nazarenus suggested seeking cost share for LAWA's expenses as part of the RRVWSP.

Six: Mr. Nazerenous suggested there should be full engagement with the DWR regarding Lake Ashtabula administration and operations, including water rights for TA accounts and the administration and “shepherding” of releases of water, whether TA or Project water from Lake Ashtabula to lawful users. This directly relates to points 2 and 3.

Mr. Nazerenous stated this is an important issue from an administration perspective since North Dakota case law on water rights is pretty sparse. There has not been a lot of conflict in the state at least as far as litigation on water. The point is that scarcity is what drives administration and resolution or conflict. That is where it is important to get the state engaged and have them thinking about the hard questions as to how the water is actually going to get down the river from Lake Ashtabula from the Project without being taken by people who are not entitled to the water.

Mr. Nazerenous admitted he had not discussed with any attorneys or consultants for the RRVWSP Project what efforts had been engaged in or were ongoing by Garrison Diversion with the DWR. He was simply making observations based on a review of the PPA and the Operational Plan Phase II.

Review of Operational Planning – Phase 2

Mr. Coors shared his background as a civil engineer, as well as experience PWRE has with water projects. Precision Engineering develops state-of-the art water management tools for large water systems throughout western United States. Mr. Coors said PWRE does not purport to know the history, the nuance or uniqueness of this basin and have simply looked at the Operational Plan Phase II; however, they have worked in some complicated places that are bumping into issues earlier because of scarcity. He thinks there is value in bringing perspective to this situation from the outside.

Mr. Coors stated PWRE has reviewed the documents and has the following critiques and comments, which he shared via PowerPoint.

Critical Regulatory Prerequisites:

Mr. Coors indicated North Dakota has limited regulatory authority established, which makes developing an operating plan impossible since he can't predict what the regulatory agency will do in many situations. For instance, there is no regulatory authority to define Ashtabula TA accounts, develop a water shepherding plan below Lake Ashtabula or complete Lake Ashtabula and Red Lake River Control Manual updates.

- Mr. Coors observed that it would be difficult to ask for signatures on a PPA without more specificity in the Operational Plan Phase II and without legal regulatory authority adopted by DWR. He commented that pipeline sizing would rely on some of the modeling assumptions that are rooted in the DWR regulatory approach. As such, Grand Forks' need for any supplemental water could not be confidently predicted without the DWR regulatory authority completely established. He thinks a more specific operating plan is needed. He also believes the Water Control Manual revision process is wrapping up, and the critical issues of water appropriations in the conservation pool are still not resolved by DWR.

- Mr. Coors acknowledged he has not been involved and is generally unaware of the efforts of Garrison Diversion staff and consultants, who have been and are working with DWR in this regard.

Lack of Specificity and Engagement

Mr. Coors observed the Operational Plan Phase II has much to say about who makes the decisions and about decision-making protocol but is lacking specifics as to how operational decisions will be made. Stakeholders are dependent upon operators to make critical decisions about their water supply based solely on their judgement in critical times.

- Mr. Coors recommended the development process should be more collaborative among the stakeholder process. Stakeholders should be able to comment on and participate in the development of the key operational criteria and protocols along the way.

Administrative Concerns

Mr. Coors had the following observations about Lake Ashtabula Operation Criteria:

- Lake Ashtabula is arguably the most important feature in the basin.
- He is unaware of how TA and Project accounts will be filled.
- He is unaware of what happens to Project water at the end of the year and whether it carries over.
- He is unaware of the priority for release amongst the accounts when release capacity is limited.
- He is unaware of how evaporative losses are addressed.

The Operational Plan Phase II states “Water below the conservation pool (or below 1,245 ft) may be available for water supply but will require a competing-use analysis to identify the greatest need. Release requests may require no longer than two weeks to process.”

- Mr. Coors recommended that TA account owners should seek more certainty as to the availability of their water.
- This is largely a USACE issue, but should be addressed.

Lack Pipeline Operational Criteria

- Mr. Coors suggested more information should be included on pipeline operation, including an agreement amongst Project participants on the precise conditions for when the pipeline will and will not be operational.
- Pipeline operations should be clearly defined to maximize the benefit and minimize the spill.

Return Flow/Bypass Requirements

- Mr. Coors observed that return flows and minimum bypass requirements are an important water supply source for downstream of the large municipal users on the Red River, specifically Grand Forks. Grand Forks would like to see more criteria included in the Operational Plan for both of these items.

Transit Losses

- Mr. Coors is unaware of how the Garrison Diversion team has incorporated losses in the Project operations, but he raised this as an issue not spelled out in the Operational Plan. He questioned if it would be a DWR issue.

Technical Tool Concerns

Mr. Coors suggested some technical tools that might be considered for use in administering the Operational Plan, including:

1. Water Accounting Model
2. Drought Management Dashboard (DMD)
3. Predictive Model

Mr. Coors provided a comparison of his suggested tools versus the tools being suggested by the Garrison Diversion team. He suggested if PWRE were hired by LAWA, they would rework the recommended technical tools to be more fit-for-use to support this Project.

Conclusions

In conclusion, it is PWRE's assessment that the operating agreement needs to be more collaborative and have a more effective forward-looking component and be a bit more of a collaborative effort technically of the parties that will be impacted by it, yet he is unaware of what collaboration Garrison Diversion's consultants have engaged in with Grand Forks, Fargo, the technical team and other users.

Chair Mahoney stated a couple of motions were developed from these conversations. He called on Vice Chair Bochenski to suggest them.

Vice Chair Bochenski offered the following motion:

With respect to the RRWSP (the "Project"), to authorize and direct LAWA, with the assistance of Grand Forks and Fargo and current LAWA legal counsel, to assume control of the drafting and development of agreements and technical matters for the operation of the Project, including but not limited to:

1. A Project Participation Agreement relative to the construction of the Project,
2. An agreement between LAWA and Garrison Diversion for the delivery of Project water
3. Operating agreement among LAWA and LAWA members participating in the Project for the operation of the Project and Project water from and after Garrison Diversion's delivery of Project water (including shepherding and use of Project water and water rights).
4. Agreement with state and federal agencies for operation of Lake Ashtabula, and Project and TA water and water rights, and
5. Other matters for the operation of the Project that are acceptable to LAWA and LAWA members.

Director Broussard seconded Vice Chair Bochenski's motion.

Director Edrmann asked if Garrison Diversion has been contacted regarding the PPA and LAWA's intentions other than the letter received from Chair Mahoney and Vice Chair Bochenski.

Vice Chair Bochenski said meetings have been held with Mayor Mahoney, himself and the officers of Garrison Diversion to discuss project issues. Vice Chair Bochenski stated that the PPA conversations have been going on for three years, and we have not been able to move that forward. It has been three years' worth of work, and it has definitely accelerated just trying to get to a PPA in the last several of months.

Tami Norgard, Vogel Law, advised that the offered motion is contrary to the Cooperation Agreement between Garrison Diversion and LAWA, dated May 8, 2020, in which the two agreed how to move the planning and operations of the RRVWSP forward. Garrison Diversion worked very closely with Grand Forks and Fargo, along with their attorneys, in developing the agreement. That document governs the relationship between Garrison Diversion and LAWA, and it specifically states that Garrison Diversion will plan and construct the project, own and operate and specifically do the operations at the beginning of the project. We also suggested and agreed there is a timeframe as to when Garrison Diversion and LAWA will meet to finalize the operating plan. She raised the concern this motion would constitute a breach of contract on behalf of LAWA, advising that the LAWA attorneys should look closely at the motion.

Ms. Norgard explained how agreements have been developed in the past between Garrison Diversion and LAWA. In the case of the PPA, there were meetings in Mayor Mahoney's office with Fargo, Grand Forks and LAWA in order to discuss operations with the cities' technical people, who asked a lot of questions seeking their input on operations, so there has been a long history of collaboration between Garrison Diversion and these users on the PPA and operations. LAWA's counsel was involved in many meetings to talk through the development of the PPA. Once Garrison Diversion and LAWA were comfortable, they sent the PPA to Grand Forks and Fargo to initiate their legal review in July 2022. Garrison has not received any comments back from Fargo or Grand Forks in that two and a half years. The distribution of the draft PPA was solely to obtain input on the language for further edits that the users are comfortable with. No one handed the draft PPA to Fargo and Grand Forks and asked them to sign it as is. It was sent for the sole purpose of collaborating and engaging in revisions, just as these parties have done in the past.

The only response Garrison Diversion has received on the PPA is the letter from Mayors Mahoney and Bochenski dated February 7, 2025, with the five points for discussion that Mr. Nazerous has outlined today. Chairman Anderson of Garrison Diversion then replied to that letter saying Garrison Diversion would like to work with LAWA on this; suggesting the attorneys get together to discuss it.

Ms. Norgard stated she has asked to get the attorneys together many times like what has been done in the past, and she has been met with a complete wall. There has been no input provided from Grand Forks' or Fargo's attorneys.

The observations to the LAWA board from the Grand Forks' consultants are a bit concerning since the consultants admit they have no information regarding what Garrison Diversion has been working on with the USACE and the DWR.

Ms. Norgard said the USACE has come a long way, from the point where the USACE refused any suggestion that the Project or DWR would have any role in managing the operation of Baldhill Dam. The Garrison Diversion team has had a long history of working with the USACE on project operations, and discussions are continuing. The USACE has implemented our comments into their operating manual. Progress is being made, but it has taken years of work. Garrison Diversion has been meeting with the DWR on TA rights for years. In looking at the priority dates, Grand Forks has top priority for TA; however, DWR said all five TA rights holders were given the same priority dates. The Garrison Diversion team pointed out concerns over the DWR's position since it is inconsistent with the seniority of the permits prior appropriation system. We asked for the basis of the DWR's position and whether the TA right holders were aware of that. Garrison Diversion's concern is that the model needs to work and have the right inputs. If there is controversy between the TA rights holders, that needs to be addressed sooner rather than later.

Mr. Norgard stated the DWR provided information to Garrison Diversion regarding TA priorities. Garrison Diversion recommended getting Grand Forks and Fargo involved. It was surprising to hear the Colorado attorney and engineer comment that TA rights weren't being addressed, since Garrison Diversion has a long history of working with both the USACE and the DWR on TA rights, the operations of the dam, the opportunity to acquire water storage contracts or contracts for operational control of Baldhill Dam, the Master Manual edits and developing an entire chapter of the ND Administrative Code to address RRVWSP Project operations and water rights. The Colorado attorney and engineer acknowledged that they had no idea what Garrison Diversion was doing on either topic, but suggested that more needs to be done. She would have expected the Grand Forks and Fargo attorneys to engage with the Garrison Diversion and LAWA attorneys, as requested, to discuss PPA edits. She would have expected the Colorado engineers would seek more information from the Garrison Diversion's engineering team on the operating plan before erroneously commenting that things are lacking when they do not actually know what has been or is being done.

Ms. Norgard underscored that Garrison Diversion has constantly been collaborating with Fargo, Grand Forks and their engineering teams, asking for information, meetings and input. There is a Technical Advisory Committee made up of the users' public works and engineers that spends a lot of time discussing operations. Precision Engineering asked Garrison Diversion a handful of questions, but did not seek to understand what the Garrison Diversion consulting team is working on with the USACE or DWR before issuing their comments. In fact, Garrison Diversion would be open to discussing adding Precision Engineering as a subcontractor to BV if Grand Forks wants to have them involved in the Operating Plan. Can we be collaborative and move this forward together? We need to be on the same team as we go before the legislature and the SWC to request funding.

Chair Mahoney asked Vice Chair Bochenski if his lawyers drafted the proposed motion.

Vice Chair Bochenski said yes, he believes this has been reviewed by legal counsel so there should be no concerns with the motion.

Chair Mahoney asked for the legal team to respond to this. LAWA wants to review our previous agreements, and if it would be a breach, we need to discuss this. Chair Mahoney suggested waiting on this motion.

Chair Mahoney stated discussions have occurred at leadership meetings regarding the operations and looking into contracts in order to write a revised PPA because LAWA had concerns with operating how it is. He was under the impression at the last meeting this was discussed.

Garrison Diversion Chairman Anderson said the general topic was discussed, but he has been disappointed that the attorneys have not reached out to Garrison Diversion to discuss any changes that they would like to see as to how and where the users would have a larger role in operations. He is very disappointed in how this was handled, and now Mayor Bochenski brings some uninformed comments and criticism before the board, followed immediately by a motion to take over the operations. This has literally blindsided Garrison Diversion.

Vice Chair Bochenski said Garrison Diversion has been doing this on behalf of LAWA, but they have not really collaborated with the users of LAWA. The LAWA board would not be doing their job unless they are looking out for LAWA and its users.

Ms. Norgard stated the comments made about Garrison Diversion needing a better understanding of filling, spilling and things like that are not really topics that would be specifically negotiated by the mayors and Garrison Diversion officers. They should have first been made from the Colorado engineering team to the Garrison Diversion engineering team, or questions from the Colorado lawyer to the Garrison Diversion lawyers, so they could seek to understand what has been done in that regard before implying that nothing has been done. Grand Forks' Colorado consultants acknowledged that they didn't have any other information except the 2022 draft PPA and a draft Operational Plan Phase II to look at.

Ms. Norgard added that budgets have been prepared every two years indicating what the Project is prioritizing its spending on, including how much pipe is constructed versus how much money to invest in finalizing the Operational Plan, which is reviewed and approved by the LAWA board. Garrison Diversion's engineering firm, Black & Veatch, is a national engineering firm that has built many large projects, including preparing many operating plans for large projects. They have a fairly specific plan according to a timeframe and budget for finalizing operational planning. So far, with the input from Grand Forks and Fargo, getting pipe in the ground has been prioritized. There is a timeframe and budget for more detailed operational planning, which has been a decision that both LAWA and Garrison Diversion have made with help from the technical teams.

Ms. Norgard said if Grand Forks or LAWA takes this to the SWC requesting cost share funding independently, as addressed in the proposed motion, the SWC will likely ask if LAWA talked to Garrison Diversion and tried to collaborate with them on the legal language and technical details of the timeframe of more in-depth operational planning, and ask if LAWA tried to have a larger role in operational planning. Since Grand Forks' consultants have not engaged in any collaboration with the Project consultants, this is not a smart approach with the SWC.

Vice Chair Bochenski said LAWA is interested in taking a larger role as the Project moves forward. There are a lot of users deciding whether they want to be a part of the Project, and they want to be able to have a voice. He believes some MOCs will not get signed if they do not have some control over the Project.

Chair Mahoney said we can delay a decision on the motion at this time. There needs to be clearer communication between LAWA and Garrison Diversion.

Director Schmaltz said a lot of information has been presented today between LAWA and Garrison Diversion. He thinks it should be discussed with their attorneys and brought back to the board.

Chair Mahoney stated if there is a lot of information that could be shared, we do not need to rehire or repay for that. Garrison Diversion and LAWA need to have discussions and share the needed data. The discussions we have had is when the water is delivered then who would manage where the water goes. LAWA is becoming more involved so they have to figure out how to have those conversations. We may have agreements that need to be modified so a different motion would be needed.

Duane DeKrey, General Manager, Garrison Diversion, said Garrison Diversion has always worked well with LAWA until recently. If LAWA wants to suggest hiring additional engineering firms to augment the team we already have, he does not believe that would be a problem; they just need to ask. Garrison Diversion has cost share with the SWC, and LAWA would not have to go to the SWC and ask for their own cost share.

Mr. DeKrey reminded everyone that at the beginning of the Project when we talked about focusing on either construction or engineering, we thought spending two biennia on engineering and legal matters would not look good to the legislature if no construction was taking place, and we kept requesting more funding. The decision was made to get some pipe in the ground and prove to the legislature we are capable of constructing the Project.

Vice Chair Bochenski said he disagrees. He does not think we can get a comfort level with enough local control with LAWA. Grand Forks is going to have to question its participation if we cannot find some path moving forward that has enough control with the users. He is speaking for the people who are going to use this Project in Grand Forks and the other users. It has clearly been identified there is not enough local control, and that scares him. That would definitely put Grand Forks in a situation to ponder.

Chair Mahoney said the two teams need to work together on some issues and bring it back to the next meeting so all points are understood clearly. He thinks Vice Chair Bochenski would like to see how operations work before signing a PPA, and LAWA wants to have a bigger role in that since they are fronting 25 percent of the Project. Garrison Diversion is committed to getting them the water. LAWA would like to know how the water will be managed once it gets to that point. He understands some of the objections raised by Ms. Norgard. It should be a discussion with both teams involved.

Mr. Anderson said that is his request. The right people need to be in the room making the decisions. We cannot exclude people or have personality issues. We have to be a team going forward, and he has tried to put his best foot forward and include everything. If LAWA wants to take a larger role, Garrison Diversion has welcomed that from day one.

Director Erdmann stated he appreciates the expertise of the information we just heard, and that it could help us with our Project or even build onto the agreement that we already have. He believes this could be integrated with what is already put in place to reach an agreement on the PPA.

Vice Chair Bochenski said this conversation is not over. He sees this as LAWA stepping up as a bigger partner. So much talk has centered around collaboration, and he sees this as further collaboration. There is more discussion to be had.

Vice Chair Bochenski withdrew his motion. Director Brossard withdrew her second.

Chair Mahoney asked Vice Chair Bochenski what are the wishes for the second motion.

Vice Chair Bochenski said the second motion is no longer relevant.

COMMITTEE REPORTS

Al Grasser, Chair, LAWA Technical Advisory Committee (TAC), reported the committee met on March 27. At that time, the agenda topics included a report from the LAWA TAC Operational Planning Subcommittee, which involved an explanation of the biota water treatment plant layout and operational control.

The TAC received a recap on the project operational cost scenarios and heard updates on 2024 construction, which included review of two change orders. One with Garney Construction on Contract 5B and the other with Oscar Renda on Contract 5C. Both are recommended for approval by the board.

The committee was provided plans and specifications for pipeline Contracts 6B/6C and 7A/7B. These are pipeline segments west of Carrington associated with the Eastern North Dakota Alternate Water Supply (ENDAWS). The committee recommends these contracts for bidding. The discussion about bidding allowance has to be done at the board level because the legislative intent was not clear at that time. The technical pieces should not change.

Six task orders were also reviewed, which he summarized, relating to the ENDAWS portion of the project. All six are recommended for board approval.

A brief introduction was provided on the electrical components of the Biota Water Treatment Plant (BWTP). They will delve deeper into that at the next TAC meeting, along with the operations side.

RED RIVER VALLEY WATER SUPPLY PROJECT

Legislative Update

Brent Bogar, Consultant, LAWA, referred to a copy of HB 1162 included with the meeting materials. This is the bill that adds another city with a population over 40,000 to the LAWA board, which basically means West Fargo. The bill has been passed by the House and the Senate. It now goes to the governor for signature and will go into effect in August.

The major legislative update is with HB 1020, which includes funding for the RRVWSP. The Senate has passed this bill, and it is headed to Conference Committee. The House had \$260 million in the bill, and the Senate changed that to \$150 million. We went into the session following the legislative intent plan. That was a \$221 million request. There will be a lot of discussion next week with the House and Senate in Conference Committee related to the carryover dollars the DWR has and how they are used. Also, with the change in revenue

forecast, there has been about a \$100 million reduction in oil tax revenues to the Resources Trust Fund for funding water projects in the next biennium. There are concerns in regard to whether that is going to continue to decline.

Federal Funding Update - - Mr. DeKrey reported federal funding is basically in a holding pattern at this time. Congress is trying to get a budget passed right now, and then they go to budget reconciliation. Our national lobbyists are saying it could be months before anything moves on the funding bill.

Construction Review - - Kip Kovar, Deputy Program Manager, RRVWSP Engineering, Garrison Diversion, recapped the progress made on the various RRVWSP pipeline construction contracts in 2024.

Contracts to date add up to \$270.6 million. Change orders total (\$332,709) for a revised contract price of \$270.2 million.

Contract 5B - Task Order 5532, Change Order No. 6

Change Order No. 6 results in a \$918,029 contract price addition. The contractor is Garney Construction.

Major items are stock piling restoration, dewatering, road maintenance, drain tile replacement and a 25-day schedule extension.

A copy of the change order is attached to these minutes as Annex V.

Contract 5C - Task Order 5533, Change Order No. 1

Change Order No. 1 is a no cost impact change order and no time extension. The contractor is Oscar Renda Contracting.

Road maintenance costs are running over; however, costs on artificial trench foundation are running under budget.

In the bid document, a \$440,000 allowance was included that has not been used to date. The recommendation is to move this funding over to the road maintenance line item.

A copy of the change order is attached to these minutes as Annex VI.

Motion by Vice Chair Bochenski to approve Change Order No. 6 on Task Order 5532, Contract 5B, with Garney Construction in the amount of \$918,029.08 and Change Order No. 1 on Task Order 5533, Contract 5C, with Oscar Renda Contracting at a zero-cost impact. Second by Director Carlsrud. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

Work Plan Update - - Mr. Kovar referred to the RRVWSP Work Plan Update dated March 6, 2025, which summarizes ongoing construction projects. A copy of the update is attached to these minutes as Annex VII.

2025 Construction Outlook - - Mr. Kovar reported work will continue on Contracts 5B, 5C and 5D this summer. Work will also begin on Contract 6A. Contracts 6B/6C and 7A/7B are shovel ready, and bidding is anticipated on these contracts in May. Contract 4C is also shovel ready. The goal is to install 13.5 miles of pipeline this summer; however, to stay on track for project completion in 2032, that needs to increase to 15 miles per year.

The engineering team has been discussing the potential of varying the bidding strategy for these upcoming contracts and possibly bundling them into larger projects to promote savings and generate a larger bid pool. They are contemplating bundling Contracts 6B/6C and Contracts 7A/7B as larger, single projects. Vogel Law has reviewed this concept, and they have found nothing that would prohibit this approach.

Approval of Contract Plans and Specifications

Contracts 6B/6C and Contract 7A/7B

The plan is to bid and award pipeline Contracts 6B/6C and 7A/7B this spring pending emergency authorization and adequate funding by the SWC. Bidding is anticipated to take place in May. Bids would be opened and awarded in July, and the notices to proceed would be issued in August. Also, in order to do all this, the local cost share is needed.

Mr. Kovar pointed out if advertising and bidding happen this spring, work could potentially begin on these contracts yet this fall.

Mr. Kovar stated the plans and specs for these contracts were provided to the board in a Dropbox link.

Contracts 6B/6C are about 17.6 miles combined and Contracts 7A/7B are 13.6 miles. Total length of the pipeline is 31.2 miles. In that 31.2 miles, there are eight trenchless crossings and a fairly significant length of tunneling work. The overall estimated cost per the engineering team is \$262 million, which averages out to approximately \$8.4 million per mile. The cost that was carried in the program estimate was \$232 million, which is up \$30 million on the estimate from the program cost.

Motion by Director Althoff to approve the plans and specifications for RRVWSP Contracts 6B/6C and 7A/7B. Second by Director Bigwood. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

MR&I/ENDAWS Task Orders - - Mr. Kovar explained the following task orders are related to Interim Finance Agreement Series E. The funding is coming from the Federal MR&I Grant Program for these task orders and can only be used for ENDAWS and design. Funding totals approximately \$6 million and includes the local cost share from Series E.

Task Order 2150 McClusky Canal Hydraulic & Water Quality Investigation

Task Order 2150 is for study and conceptual design associated with the McClusky Canal as part of the ENDAWS Project. The benefit of this task order will be to develop conceptual designs to address hydraulic limitations, an overall operating plan for the McClusky Canal,

and a cost for operations that will be integrated with the overall project operating plan and costs. A breakdown of the cost was provided. The fee for this task order is \$443,000. A copy of the task order's executive summary is attached to these minutes as Annex VIII.

Task Order 2350 McClusky Canal Intake Pumping Station Wetwell and BWTP Site Development, Contract 1, Final Design Services and Bidding Assistance

Task Order 2350 is for design and bidding services associated with the McClusky Canal Intake Pumping Station wetwell structure, BWTP site development and access roads. The benefit of this task order is to allow construction to start at the BWTP site. A breakdown of the cost was provided. The fee for this task order is \$877,000. A copy of the task order's executive summary is attached to these minutes as Annex IX.

Task Order 3150 ENDAWS BWTP Piloting and Treatability Study

Task Order 3150 is for pilot testing and treatability studies for the BWTP as part of the ENDAWS Project. The pilot testing will result in final recommendations for equipment sizing, operating parameters, and chemical use for the final design. A cost breakdown was provided. The fee for this task order is \$872,000. A copy of the task order's executive summary is attached to these minutes as Annex X.

Task Order 3220 ENDAWS Facilities Supplemental Geotechnical Investigation

Task Order 3220 is for a supplemental geotechnical investigation associated with the McClusky Canal Intake and Pumping Station, the BWTP and the McClusky Main Pumping Station as part of the ENDAWS Project. The borings will be used to support design of access roads, the re-grading of the canal embankment by the McClusky Canal Intake, and foundations of the BWTP, the McClusky Canal Intake Pumping Station, McClusky Main Pumping Station, and other facilities and appurtenance located on the common site. In addition, geotechnical borings will be completed on the proposed Ground Storage Reservoir site, which have not been completed to date. A cost breakdown was provided. The fee for this task order is \$886,000. A copy of the task order's executive summary is attached to these minutes as Annex XI.

Task Orders 5315 ETP, Contract 1 and 5325 ETP, Contract 2, Partial Final Design Services

Task Orders 5315 and 5325 are for 90 percent design of the ENDAWS Transmission Pipeline (ETP) Contracts 1 and 2, which are the last two segments of the RRVWSP pipeline. Contract 1 is an 11-mile segment with four trenchless crossings of wetland easements. Contract 2 is a 10-mile segment of pipeline with one trenchless crossing. A cost breakdown was provided. The fee for Task Order 5315 is \$1,950,000 and \$1,780,000 for Task Order 5325. Copies of the task orders' executive summaries are attached to these minutes as Annex XII and XIII respectively .

Motion by Vice Chair Bochenski to approve of Task Orders:

2150 McClusky Canal Hydraulic & Water Quality Investigation	\$ 443,000
2350 ENDAWS Facilities Site Development, Contract 1	\$ 877,000

3150 ENDAWS BWTP Piloting & Treatability Study	\$ 872,000
3220 ENDAWS Facilities Supplement Geotechnical Investigation	\$ 886,000
5315 ENDAWS Transmission Pipeline Contract 1	\$1,950,000
5325 ENDAWS Transmission Pipeline Contract 2	\$1,780,000
TOTAL	\$6,808,000

Second by Director Schmaltz. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Nilson, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

2023-2025 Biennium Work Plan/Budget Revisions - - Mr. Kovar said the last biennium work plan presented to the board was dated November 14, 2024, with a total budget of \$246 million. He referred to the revised RRVWSP 2023-2025 Biennium Work Plan dated April 8, 2025, included in the meeting packet, pointing out the highlights indicate where the budget changes will take place due to the task orders just presented. A copy of the revised biennium work plan is attached to these minutes as Annex XIV.

Motion by Director Erdmann to approve the revised 2023-2025 RRVWSP Biennium Work Plan/Budget. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Nilson, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

2025-2027 Draft Biennium Work Plan/Budget - - Mr. Kovar referred to the 2025-2027 Draft Biennium Work Plan/Budget included in the meeting packet. Since there have been different levels of funding discussed, this draft work plan has been color coordinated. The green is referred to as the base option, and by adding up these items, it is very close to a \$200 million budget, which is the state and local share. Green and blue lines get you to a \$266 million budget, which would be adding another pipeline contract. Adding the orange, green and blue comes very close to a \$300 million budget, which is close to the legislative intent. If you were to add up all the colors, should there be extra funding, the total budget is \$346 million. A copy of the draft 2025-2027 biennium work plan is attached to these minutes as Annex XV.

Mr. Kovar said depending where things end up with the state legislature, adjustments can be made. If the board sees something they would like changed, it can be discussed at the next meeting.

Chair Mahoney asked if funding is included for Washburn in this budget.

Mr. Kovar said yes, Washburn has been included.

Chair Mahoney reported the federal BRIC grant for Washburn was lost, but Governor Armstrong is working on having the state provide the funding instead.

Program Schedule - - Mr. Kovar next referred to the RRVWSP Program Schedule. Contract 6A has been updated with construction beginning this summer. Contracts 6B, 6C, 7A and 7B have also been updated anticipating bidding to start on these contracts soon.

User Engagement Update - - Steve Burian, Burian & Associates, reported as the user engagement and Memorandum of Commitment process is winding down, the outreach team was asked to consider three different approaches. One was to do an abrupt stop; another was to try to contact all the various users they could and the third was to stay in contact with everyone they had already reached out to. The consensus on the best approach was the third approach.

Prospective Users Update

Mr. Burian reviewed the RRVWSP prospective users map included in the meeting packet showing the status of previous responses and new user additions, along with projected nominations.

Mr. Burian said the last time he presented to the board up to 168 cfs was anticipated in nominations. At this point, the current projection would be 165.14 cfs.

In terms of looking at this from an accounting perspective, there was 115.5 cfs signed up through Series D2 prior to October 25, 2024. Another 37.27 cfs was approved and MOCs submitted. As of this afternoon, Richland County has submitted their MOC for 4 cfs. A few others are still projected to come in at some capacity, including Northeast Regional Water, Walsh Rural Water, Agassiz Water Users, Dakota Rural Water, Ransom and Traill Counties and potentially the City of Lakota.

Mr. Burian provided an update on RRVWSP prospective users, reporting a total of 91 user meetings have been held. The total projected nominations are 169.92 cfs.

Memorandum of Commitment Capacity Maps

Mr. Burian said when looking at the user nomination, it is important to understand where the water is going to get taken off in the system and what the usage will be. Four different user scenarios have been developed based off the MOCs representing the minimum and maximum, as well as using and not using the James River, according to MOC signups. He explained how each of these scenarios would operate.

Memorandum of Commitment Approvals

Ms. Mooridian referred to the eight MOCs included with the board meeting materials. These have been signed and submitted by four cities, one county and three rural water districts, each indicating their anticipated nominations for future water needs from the project. The board's approval is required on the MOCs.

Motion by Director Broussard to approve the RRVWSP Memorandums of Commitment by and between the Lake Agassiz Water Authority, Garrison Diversion Conservancy District and the City of Grafton, City of Jamestown, City of Lisbon, City of Wahpeton, LaMoure County, East Central Regional Water District, McLean Sheridan Rural Water District and Southeast Water Users District. Second by Director Erdmann. Upon roll

call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Nilson, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

FINANCIAL UPDATE

Interim Financing Agreement Series E - - Ms. Mooridian referred to Interim Financing Agreement Series E, which addresses the local cost share funding for further design of the ENDAWS portion of the Project. This includes \$4.5 million in federal MR&I funding and \$1.5 million in Water Infrastructure Revolving Loan Funds. Fargo and Grand Forks have already approved the agreement. She asked for LAWA's approval today before going to the Garrison Diversion board for approval next week. At that time, Garrison Diversion's board will also approve the \$1.5 million bond resolution.

Motion by Direction Bigwood to approve Interim Financing Agreement Series E by and between Garrison Division Conservancy District, Lake Agassiz Water Authority, the City of Fargo and the City of Grand Forks. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Althoff, Bigwood, Bochenski, Bohnsack, Broussard, Carlsrud, Erdmann, Idso, Mahoney, Nilson, Schmaltz and Schmidt. Alternates voting aye: Reilly. Those voting nay: none. Motion carried.

Interim Financing Agreement Series F - - Ms. Mooridian indicated the next interim financing agreement will be Series F. This is for the RRVWSP 2025-2027 biennium funding, which could be between \$150 million to \$260 million. The work plan was explained by Mr. Kovar earlier today, including bidding for Contracts 6B/6C and 7A/7B. In order to award those contracts, a notice to proceed needs to be issued by August 7. This means work needs to begin on Series F. Ms. Norgard has begun drafting this document and will be sharing it with LAWA's attorneys.

Ms. Mooridian stated the LAWA board approved moving forward with Contracts 6B/6C and 7A/7B, and a cost share application will be submitted to the SWC following approval of these contracts by the Garrison Diversion board next week. She reviewed a timeline to be followed for the Series F agreement if the contracts are let. The application will be submitted on April 25 to the SWC for the cost share and WIRLF.

UNFINISHED BUSINESS

LAWA Bylaws Revisions - - Katie Schmidt, Ohnstad Twichell, reviewed the April 2, 2025, redline version of the proposed bylaw changes, which include the following.

NEW SECTIONS:

- Section I (statutory basis, purpose, and authority);
- Section II (definitions); and
- Section XIII (governing law)

SECTIONS WITH MINOR CLEAN-UP ITEMS:

- Section III (place of business);
- Section IV (membership);
- Section VII (officers and staff);
- Section IX (expenses of directors);
- Section X (deposits, funds, and fundraising);

- Section XI (financial records review); and
- Section XII (amendment to bylaws)

SECTIONS WITH SUBSTANTIVE CHANGES:

- Section V (election of directors) – included additional city member;
- Section VI (meetings) – TBD for weighted voting and supermajority items; and
- Section VIII (committees) – TBD for membership on committees

PROPOSED AMENDMENTS:

- Weighted vote based on nomination with 48% cap; and
- At least three (3) Directors must vote in favor

ALTERNATIVES?

- Assignment of voting percentage to other sub-nomination Directors?
- Veto powers within a nomination?
- Other sub-nomination Directors given a percentage of vote?
- Others?

Ms. Schmidt said under the current bylaws, each director has one vote.

Proposed amendments have a weighted cap based on nominations at 48 percent so that no one exceeds that and then having at least three directors voting in favor of that. There has been discussion about entities that are sub-nominations, i.e., West Fargo, Cass Rural Water, part of Fargo as well as Moorhead. If Moorhead does not have a nomination, how do they vote as a director? There are some options mentioned. One was that a director with no nomination or a sub-nomination gets one vote as a weighted vote. Something to think about if they do that if there is anyone who has a nomination that may be less than one vote.

Director Erdmann pointed out in Section IV, Foster County is not listed nor is Sheridan or Wells County.

Ms. Schmidt said these counties are set statutorily and would have to be changed statutorily.

Chair Mahoney stated no changes will be voted on today.

Ms. Schmidt said the intent today is for review and discussion. There must be a first reading and a second reading before the bylaw changes can be approved.

Director Erdmann said he has concerns with Section V to increase the number of directors from 12 to 13. He also has concerns with weighted voting in Section VI. He does not feel there should be a weighted average vote. With a 13-member board, he feels the members work well together and anything that comes before the board should be discussed and voted on accordingly, whether we have a large or small user. There has usually been a unanimous vote in favor of after we know all the facts. It is similar to an old cooperative; it is one vote for one membership.

Director Schmidt said he agrees with Director Erdmann. He sits on another board with Director Carlsrud for energy supply. That is a 61-member board, and there are 13 directors. It does not matter how many meters you have; you have one vote, and that board works very well.

Director Carlsrud commented he has been exposed to a couple of situations where you have large and small. One is Class A and Class B schools. There are 18 big schools and over 100 small schools. It did not work very well because they could gang up on each other. He also understands Director Erdmann's thoughts. We all see where we are going. We are all shooting for the same goal, but we have to protect each other as well.

Director Carlsrud said he could see some sort of weighted vote. Valley City will be a small user. He is speaking as a small user but not for the small user. We cannot have the large users ruling the roost, but we cannot have all of the small users being able to gang up on the large users either. So, we have to figure out a way. His thought for a weighted vote might be as simple as two plus three small users. If Fargo and Grand Forks were to have a good plan they want passed, he would think at least three of the small users would be willing to support it, which would be about 30 percent of the board. The two larges and 30 percent. There is no math in that. If you were to do the super majority, you could go with two and five or some number like that. At the risk of over simplification, maybe that is something to be considered. He does not have an answer for how Moorhead, East Grand Forks, Breckenridge and West Fargo would be represented as they do not have the nomination.

Chair Mahoney asked Director Erdmann and Director Carlsrud to work with Ms. Schmidt and try to come up with a couple of options regarding voting.

Ms. Schmidt next referred to committee members. Right now, as the bylaws are drafted, there is just an Executive Committee. In the proposed bylaws, there is also a Finance Committee and Technical Committee. The proposed committee members are shown below.

PROPOSED AMENDMENTS

- Executive Committee: Chair, Vice-Chair, and others as appointed
- Finance Committee and Technical Committee:
 - 3 → City w/ population greater than 40,000 E of SH 1 and N of SH 200
 - 4 → City w/ population greater than 40,000 E of SH 1 and S of SH 200
 - 2 → TBD

Vice Chair Bochenski said he would like to see the committees be a bit smaller and more effective but still have a broad enough group. Keeping this tight and moving things forward are going to be important. His only recommendation would be maybe going down to two and three and two to be determined and maybe identify some small users.

Chair Mahoney asked the Technical Advisory and Financial Advisory Committees to come up with some ideas for committee sizes and who should be included as members and also work with Ms. Schmidt.

Vice Chair Bochenski added it is important that these committees and the work that gets done gets brought to the board.

Ms. Schmidt said by the next meeting, they will assemble all of the comments and have another reading of the bylaws.

NEW BUSINESS**Cass Rural Water Users District**Resolution of Appreciation

Chair Mahoney presented and read the resolution of appreciation for Mark Johnson, who served on the LAWA board until recently retiring from the Cass Rural Water Users District board. A copy of the resolution is attached to these minutes as Annex XVI.

Motion by Director Carlsrud to approve the resolution of appreciation for Mark Johnson, Second by Director Schmaltz. Upon voice vote, motion carried.

New Board Member

Chair Mahoney welcomed Alan Idso as the new LAWA director representing CRWUD.

New Board Alternate

Jerry Blomeke was the previous board alternate on the CRWUD's board. Since Mr. Blomeke has retired as the manager of the CRWUD, the board has selected the new manager, Brent Brinkman, as the new board alternate. A letter has been submitted to LAWA confirming this replacement.

OTHER

Mr. Anderson requested Garrison Diversion's attorney and LAWA's attorney start working immediately on the PPA and with the consultants, adding let's not get stalled out. We need to get the PPA moving.

The meeting adjourned at 6:01 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION

LAWA Board Meeting
Fargo Commission Chambers
April 16, 2025

NAME	ORGANIZATION
Jason Siegart	GDCD
Kimberly Cook	GDCD
Mac Pritchard	Moorhead Public Service
Steve Burian	B+A
Dave Anderson	GDCD
Keith Myklebust	EAST GRAND FORKS WATER & LIGHT
STAN GADDIE	AE2S
Dave Piepkorn	FCVSD
Steve Hanson	SEWUD
Bert Brinkman	CRWD
Mark Johnson	EX CRW
Ken Vern	GDCD
Greg Bischoff	GDCD
JEFF LeDoux	"
Jeff Breker	SEWUD
Troy Hall	Fargo
PATRICK NOE	PWRE
Shane Coors	PWRE
Rian Nazareus	NSW
Dan Gaustad	City of Grand Forks
Bruce Grubbs	City of Fargo
Tom Feland	City of Grand Forks
Ann Brasseur	MSKWD
BERNIE DARDIS	West Fargo
Wendy Aho	SEW
Jim Schwartz	EAST CENTRAL RURAL WATER
Dave Carlstrom	Valley City
Tom Erdmann	Carrollton

Terry Effertz
Betsy Seaver

Effertz Law
Burian & Associates

REGISTRATION

LAWA Board Meeting
Fargo Commission Chambers
April 16, 2025

NAME	ORGANIZATION
Alan Idso	CIRWID
Al Grasser	City of Grand Forks
Rick Bigwood	NERWater
Brent Bogar	AECs
Lesa Schaper	MadCo
Meni Mmilk	GDCD
Tami Norgard	Vogel
Juane DeKuyf	GDCD
<i>[Signature]</i>	Cof
Brandan Prakhator	Grand Forks
Katie Schmidt	OT
Travis Schmidt	Mookhead Public Service
Kip Kover	GDCD
Pat Boersma	BU
Greg Anderson	GDCD
On Line	
Brian Johnson	East Grand Forks Water & Light
Brian Reilly	Walsh Rural Water District
Mike Tweed	Garrison Diversion
Jarret Bauer	Garrison Diversion
Sabrina Scherr	Garrison Diversion
Reice Haase	Department of Water Resources
John Dingess	City of Fargo
Jeremy Schuler	Northeast Regional Water Dist.
Lisa Brown	Wilson Water Group
Maureen Storstad	City of Grand Forks
Cory Drevecky	Department of Water Resources
Melanie Parvey	City of Grand Forks

Joe Nett
Dan Portlock

Department of Water Resources
City of Fargo



**Lake Agassiz
Water Authority**

2024

For the period of January 1, 2024 - Dec 31, 2024

Income	2024	Actual as 12.31.24	Balance of Budget
Dues Income	\$ 30,000.00	\$ 33,300.00	\$ (3,300.00)
Miscellaneous	\$ -	\$ -	\$ -
Cost Share-Interim Finance	\$ 50,000.00	\$ 4,319.74	\$ 45,680.26
Total Income	\$ 80,000.00	\$ 37,619.74	\$ 42,380.26
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,315.00	\$ 185.00
Accounting	\$ 7,875.00	\$ 7,875.00	\$ -
Directors Expense	\$ 500.00	\$ -	\$ 500.00
Insurance	\$ 550.00	\$ 461.00	\$ 89.00
Construction	\$ -	\$ -	\$ -
Engineering	\$ 50,000.00	\$ -	\$ 50,000.00
Property Acquisition/Easements	\$ -	\$ -	\$ -
Adm/Legal/Financial/Pro Service	\$ 141,500.00	\$ 152,204.17	\$ (10,704.17)
Total Expenses	\$ 206,925.00	\$ 166,855.17	\$ 40,069.83
Net Income (Loss)	\$ (126,925.00)	\$ (129,235.43)	\$ 2,310.43

Account Activity

Beg. Bank Balance 1-1-2024	\$ 380,851.56
Income Received	\$ 37,619.74
Total Funds Available	\$ 418,471.30

Ck#1243 Ohnstad Twichell	\$ 4,800.00
Ck#1244 ND Water Coalition	\$ 1,000.00
Ch#1245 ND Water Users	\$ 5,000.00
Ch#1246 Ohnstad Twichell	\$ 4,675.50
Ch#1247 Ohnstad Twichell	\$ 5,656.50
Ch#1248 ND Rural Water Systems	\$ 315.00
Ch#1249 GDCD - Legal Expense(BHFS) Void	\$ -
Ch#1250 Ohnstad Twichell	\$ 6,961.50
Ch#1251 Ohnstad Twichell	\$ 11,485.50
Ch#1252 Insure Forward	\$ 461.00
Ch#1253 GDCD - Legal Expense(BHFS)	\$ 23,062.50
Ch#1254 AE2S	\$ 15,150.39
Ch#1255 Ohnstad Twichell	\$ 12,005.54
Ch#1256 AE2S	\$ 9,737.30
Ch#1257 Ohnstad Twichell	\$ 13,999.50
Ch#1258 GDCD - Legal Espense(BHFS)	\$ 7,687.50
Ch#1259 Ohnstad Twichell	\$ 9,788.32
Ch#1260 AE2S	\$ 11,616.37
Ch#1261 AE2S	\$ 15,577.75
Ch#1262 Eide Bailly	\$ 7,875.00
Total Expenses	\$ 166,855.17

Ending Bank Balance \$ **251,616.13**



Income	Draft Budget 2025	Actual as of 3.31.25	Balance of Budget
Dues Income	\$ 30,000.00	\$ -	\$ 30,000.00
Miscellaneous	\$ -	\$ -	\$ -
Cost Share-Interim Finance	\$ 6,945.00	\$ 3,410.49	\$ 3,534.51
Total Income	\$ 36,945.00	\$ 3,410.49	\$ 33,534.51
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,000.00	\$ 500.00
ND Water Users Association	\$ 5,000.00	\$ 5,000.00	\$ -
ND Water Coalition	\$ 1,000.00	\$ 1,000.00	\$ -
ND Rural Water Systems Assoc.	\$ 500.00	\$ -	\$ 500.00
Accounting	\$ -	\$ -	\$ -
Insurance	\$ 550.00	\$ -	\$ 550.00
Legal/Prof Serv	\$ 220,000.00	\$ 79,638.98	\$ 140,361.02
Ohnstad Twichell, P.C.	\$ 87,982.00	\$ 26,761.27	\$ 61,220.73
AE2S	\$ 93,768.00	\$ 41,440.21	\$ 52,327.79
Garrison Diversion - BHFS	\$ 30,750.00	\$ 7,687.50	\$ 23,062.50
Garrison Diversion - Effertz Law	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00
Total Expenses	\$ 227,050.00	\$ 85,638.98	\$ 141,411.02

Bank Activity

Beginning Bank Balance 1-1-25	\$ 251,616.13
Income Received	\$ 3,410.49
Total Funds Available	\$ 255,026.62

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
Total Expenses	\$ 85,638.98

Ending Bank Balance **\$ 169,387.64**



Budget Draft 2025		2024 Actuals
Income		
Dues Income	\$ 30,000.00	\$ 33,300.00
Miscellaneous	\$ -	
Cost Share-Interim Finance	\$ 6,945.00	\$ 4,319.74
Total Income	\$ 36,945.00	\$ 37,619.74
Expenses		
Dues Expenses	\$ 6,500.00	\$ 6,315.00
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	\$ 315.00
Accounting	\$ -	\$ 7,875.00
Insurance	\$ 550.00	\$ 461.00
Adm/Legal/Financial	\$ 220,000.00	\$ 152,204.17
Ohnstad Twichell, P.C.	\$ 87,982.00	\$ 69,372.36
AE2S	\$ 93,768.00	\$ 52,081.81
Garrison Diversion - BHFS	\$ 30,750.00	\$ 30,750.00
Garrison Diversion - Effertz Law	\$ 7,500.00	
Total Expenses	\$ 227,050.00	\$ 166,855.17

Anticipated Bank Activity		
Beginning Bank Balance 1-1-25	\$ 251,616.13	\$ 380,851.56
Income Budget	\$ 36,945.00	\$ 37,619.74
Expense Budget	\$ 227,050.00	\$ (166,855.17)
Anticipated Bank Balance 12-31-25	\$ 61,511.13	\$ 251,616.13

CHANGE ORDER

Change Order No. 6

DATE OF ISSUANCE April 25, 2025 EFFECTIVE DATE April 25, 2025

Owner: Garrison Diversion Conservancy District
 Contractor: Garney Companies
 Project: Red River Valley Water Supply Project, Transmission Pipeline East
 Owner's Contract No.: 5B
 Owner's Task Order No.: 5532

The Contract is modified as follows upon execution of this Change Order:

Change Order Requests (CORs) Description:

1. COR21: Road Maintenance July 2024	\$13,016.71	8. COR19: Offsite Dewatering Disch July '24	\$133,003.29
2. COR25: Road Maintenance Aug 2024	\$12,868.35	9. COR22: Offsite Dewatering Disch Aug '24	\$115,992.76
3. COR27: Road Maintenance Sept 2024	\$51,755.78	10. COR28: Offsite Dewatering Disch Sept '24	\$115,056.42
4. COR30: Road Maintenance Oct 2024	\$19,780.96	11. COR31: Offsite Dewatering Disch Oct '24	\$180,560.31
5. <u>COR33: Road Maintenance Nov 2024</u>	<u>\$7,841.93</u>	12. COR34: Offsite Dewatering Disch Nov '24	\$71,989.42
<i>Subtotal</i>	<i>\$105,263.73</i>	13. <u>COR36: Offsite Dewatering Disch Dec '24</u>	<u>\$59,997.57</u>
		<i>Subtotal</i>	<i>\$676,599.77</i>
6. COR20: Topsoil Maintenance July 2024	\$13,068.68	14. <u>COR24: Zink Drain Tile Replacement</u>	<u>\$120,001.75</u>
7. <u>COR23: Topsoil Maintenance Aug 2024</u>	<u>\$3,095.15</u>		
<i>Subtotal</i>	<i>\$16,163.83</i>	GRAND TOTAL	\$918,029.08

Attachments: Garney COR Nos. 19 to 25, inclusive, 27, 28, 30, 31, 33, 34, and 36.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$45,961,700.00

Increase from previously approved Change Orders No. 1 to 5:

\$1,657,639.79

Contract Price prior to this Change Order:

\$47,619,339.79

Increase of this Change Order:

\$918,029.08

Contract Price incorporating this Change Order:

\$48,537,368.87
(5.6% Increase Over Original Contract Price)

Original Contract Times:

Substantial Completion: September 30, 2023
Ready for final payment: November 29, 2023
(days or dates)

Increase from previously approved Change Orders No. 1 to No. 5:

Substantial Completion: 97
Ready for final payment: 97
(days)

Contract Times prior to this Change Order:

Substantial Completion: January 5, 2024
Ready for final payment: March 5, 2024
(days or dates)

Increase of this Change Order:

Substantial Completion: 25
Ready for final payment: 25
(days)

Contract Times with all approved Change Orders:

Substantial Completion: January 30, 2024
Ready for final payment: March 30, 2024
(days or dates)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Printed: Duane DeKrey

Title: General Manager

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Printed: _____

Title: _____

Date: _____

CHANGE ORDER

Change Order No. 1

DATE OF ISSUANCE April 25, 2025 EFFECTIVE DATE April 25, 2025

Owner: Garrison Diversion Conservancy District
 Contractor: Oscar Renda Contracting, Inc.
 Project: Red River Valley Water Supply Project, Transmission Pipeline East
 Owner's Contract No.: 5C
 Owner's Task Order No.: 5533

The Contract is modified as follows upon execution of this Change Order:

Change Description: This change order will move allowance funds from Bid Item 30 – Artificial Trench Foundation (Allowance), which is underrunning estimated quantities included in the Contract Documents (1% used to date with job about 45% complete), to Bid Item 24 – Road Maintenance (Allowance), which is overrunning estimates included in the Contract Documents (92% used to date with job about 45% complete).

Bid Item 24 Increase – Road Maintenance (Allowance)	\$440,000.00
Bid Item 30 Decrease – Artificial Trench Foundation (Allowance)	(\$440,000.00)
Net Change in Contract Price	\$0.00

Attachments: Work Change Directive No. 1.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$76,663,355.00

No previously approved Change Orders:

\$0.00

Contract Price prior to this Change Order:

\$76,663,355.00

No change this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$76,663,355.00
(0.0% Increase Over Original Contract Price)

Original Contract Times:
 Substantial Completion: May 29, 2026
 Ready for final payment: July 31, 2026
 (days or dates)

No previously approved Change Orders:
 Substantial Completion: 0
 Ready for final payment: 0
 (days)

Contract Times prior to this Change Order:
 Substantial Completion: May 29, 2026
 Ready for final payment: July 31, 2026
 (days or dates)

No change this Change Order:
 Substantial Completion: 0
 Ready for final payment: 0
 (days)

Contract Times with all approved Change Orders:
 Substantial Completion: May 29, 2026
 Ready for final payment: July 31, 2026
 (days or dates)

ACCEPTED:

By: _____
 Owner (Authorized Signature)

Printed: Duane DeKrey

Title: General Manager

Date: _____

ACCEPTED:

By: _____
 Contractor (Authorized Signature)

Printed: _____

Title: _____

Date: _____



05.2 Work Change Directive

DATE OF ISSUANCE: 10.22.2024 06:29PM

EFFECTIVE DATE: 10.01.2024

Owner: Garrison Diversion Conservancy District
Contractor: Oscar Renda Contracting, Inc
Contract: Project: Transmission Pipeline East Contract 5C
Owner's Task Order No.: 5533

The Contractor is directed to proceed promptly with the following:

Description:

Bid Item 24 – Road Maintenance (Allowance) in the amount of \$200,000 will be exceeded for road maintenance and repair work directed by Garrison Diversion and/or Black & Veatch. The funds available under this allowance are presently more than 80% spent. Additional funds are therefore necessary for continued road maintenance and repair activities. This WCD directs an increase of the Road Maintenance Allowance by \$440,000 and a reduction of Bid Item 30 – Artificial Trench Foundation (Allowance) by **\$(440,000)**. The quantity under Bid Item 30 shall be reduced from 16,000 cubic yards to 12,000 cubic yards thereby reducing the extended cost the **\$(440,000)** amount. Less than 1% of Bid Item 30 has been used with nearly 25% of the pipe has already been installed. Black & Veatch expects the actual quantity of rock used for trench bottom stabilization to be a fraction of the allowance quantity.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times and other stipulations as so included herein, is issued due to:

- Non-Agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary)

*Estimated increase or decrease in contract pricing:

- Bid Item 24 Increase: \$440,000.00
- Bid Item 30 Decrease: \$(440,000.00)

Estimated increase or decrease in contract time:

- Substantial Completion: 0 Days
- Ready for final payment: 0 Days

*If the change involves an increase above the amount noted above, the estimated amount is not to be exceeded without further authorization.

Cost of the Work
Define if other

Supporting Documentation:

AUTHORIZED BY:

Kip Konar

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**RRWSP Work Plan Update
March 6, 2025**

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

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

To date, \$37,493,645.10 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3 and 4 have been approved, leaving the current contract price at \$46,899,055.88.

Contract 5C

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

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. To date, the contractor has installed 22,725 feet with one pipe crew.

To date, \$28,976,412.48 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

DESIGN

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

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

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



ENDAWS Task Order 2150 – McClusky Canal Hydraulic and Water Quality Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$443,000 for study and conceptual design associated with the McClusky Canal as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

Previous task orders have addressed the operational planning for the ENDAWS/RRVWSP project, including the biota water treatment plant, Lake Ashtabula, other reservoirs, and coordination with the Department of Water Resources, and the U.S. Army Corp of Engineers. To date, there has been no operational planning with the McClusky Canal or cost developed for operating the Canal, even though the costs are expected to be minor compared to the rest of the project. Furthermore, there are known hydraulic limitations to the McClusky Canal delivering the required flows to support ENDAWS, which are not considered significant, but need to be addressed. The benefit of this task order will be to develop conceptual designs to address hydraulic limitations, an overall operating plan for the McClusky Canal, and a cost for operations that will be integrated with the overall project operating plan and costs.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$58,432
2) Special Project and Third-Party Meetings	\$22,822
3) Data Collection	\$59,702
4) Canal Improvements	\$95,887
5) Draft Operating Plan	\$49,665
6) Canal Water Quality Improvements	\$93,927
7) GIS ArcMap to ArcGIS Pro Conversion	\$62,575
Totals	\$443,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

This task order authorizes Engineer and its' Consultants to address the following challenges with the McClusky Canal as currently configured.

- The first challenge is water conveyance.** Currently, the Canal cannot convey the approximately 470 cubic feet per second (cfs) of flow necessary to supply all existing canal withdrawals and the future ENDAWS withdrawal as there are several hydraulic limitations that limit water flow in the Canal. This task will evaluate canal hydraulics, ice impacts to canal hydraulics, hydraulic limitations in the Canal, and develop feasibility level designs and capital costs for addressing the hydraulic limitations. The feasibility level design will be used to determine the best contractual method by which Garrison Diversion and/or the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) can complete the hydraulic improvements in the next three years.



ENDAWS Task Order 2150 – McClusky Canal Hydraulic and Water Quality Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

2. **The second challenge is the lack of a comprehensive canal operating plan.** Currently, a comprehensive, integrated operating plan for the Canal infrastructure and water supply assets does not exist. This task will assess and develop recommendations regarding Canal operations during ice conditions, develop a draft operating plan, and prepare recommendations for Canal operating improvements so that Garrison Diversion has the operational and monitoring control needed for continuous delivery of water in the Canal to the ENDAWS/RRVWSP water intake.
3. **The third challenge is water quality.** The water quality in the Canal is currently of lower quality than Lake Sakakawea and Lake Audubon. Historic studies have been completed by the Reclamation on canal freshening, which will be used as a reference during this study. This task will focus on operations and use of the Painted Woods Outlet, existing and planned Canal withdrawals, and the Snake Creek pumping plant to improve water quality in the Canal. Recommendations will be developed to identify means by which the McClusky Canal water quality can be improved prior to the ENDAWS/RRVWSP startup. These recommendations are expected to build on the recommendations presented in the Draft Operational Plan for the RRVWSP prepared in 2010 for Garrison Diversion by Black & Veatch and AE2S.
4. **Finally, this Task Order includes the migration of ArcGIS Map to ArcGIS Pro.** ArcGIS Map had a customized GDCD GIS tool developed in a programming language called VB.Net. The functionality of the GDCD GIS Tool will be transitioned to a cloud reporting solutions web map application and ArcGIS Pro desktop application.



**ENDAWS Task Order 2350 – McClusky Canal Intake Pumping Station Wetwell and
Biota Water Treatment Plant Site Development Contract 1
Final Design Services and Bidding Assistance**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a final design and bidding services task order in the amount of \$877,000 for the design associated with the McClusky Canal Intake Pumping Station wetwell structure, biota water treatment plant site development, and access roads. See figure on next page.

NEED AND BENEFIT

The Task Order advances the preliminary design currently being completed under Task Order 2250 and Task Order 3210 by providing final designs and bidding assistance for the following three parts of the BWTP site:

- Improvement of existing roads and construction of new site access roads (about 3 miles long).
- Mass grading of the site and the adjacent slope going down to the McClusky Canal. About 500,000 cubic yards of soil are expected to be moved.
- Construction of the McClusky Intake Pumping Station wetwell (similar in size to what was done for the Missouri River Intake Pump Station wetwell). The wetwell excavation support system will be a performance-based specification with design provided by the construction contractor. The final liner of the wetwell (aka structural walls) will be completed under a future contract and the detailed design of the liner will be prepared by Engineer.

The benefit of this task order is to allow construction to start at the biota water treatment plant site. Construction of these improvements will occur in 2026. It is expected the McClusky Canal intake and intake tunnel will be constructed in 2027. The full biota water treatment plant construction will start as early as Spring 2028. The estimated cost of the construction for the work of this design is \$12 million.

TASK ORDER SUMMARY

Basic Services: The services to be provided by the engineering team are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks:

	Fee	% of Construction
Task Order Management and Administration	\$89,241	
Special Project and Third-Party Meetings	\$50,338	
Land Services	\$20,986	
Field Services	\$47,977	
Final Design Services	\$566,681	
Bidding Assistance	\$101,776	
Totals	\$877,000	7.3%

Special Services: There are no special services required of the work of this Task order.

PROJECT OVERVIEW

This project will be located adjacent to the McClusky Canal and the ENDAS BWTP campus site near McClusky, North Dakota. Elements of this final Task Order are:

ENDAWS Task Order 2350 – McClusky Canal Intake Pumping Station Wetwell and Biota Water Treatment Plant Site Development Contract 1 Final Design Services and Bidding Assistance

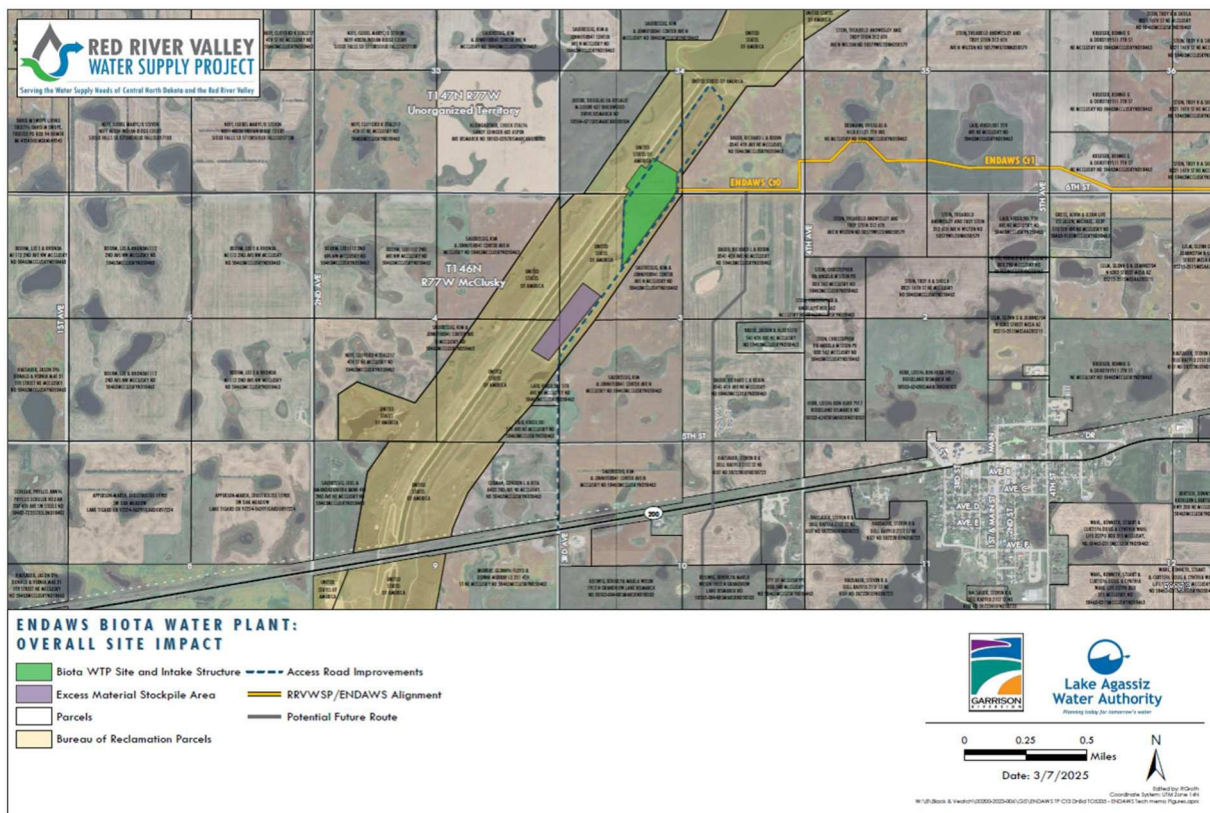
Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and ND DOT,
- Final design of the McClusky Canal Intake Pumping Station wetwell excavation support system, site mass grading, and access roads,
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation,
- Bidding assistance, and
- Post award services, including a pre-construction conference, and drone videography of the site to document existing conditions right prior to construction.

PROJECT SCHEDULE

The Project’s design will be complete within 8 months or by January 2026 so the project can be advertised, and a construction contractor can begin work at the start of the construction season on April 1, 2026 weather permitting.





ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$872,000 for pilot testing and treatability studies for the Biota Water Treatment Plant as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

The task order builds on the preliminary design completed as part of Task Order 3210 by verifying the sizing and treatment efficiencies of proposed treatment processes. The pilot testing will result in final recommendations for equipment sizing, operating parameters, and chemical use for the final design. Pilot testing is a normal part of the design process for a new water treatment plant and is similar to what Fargo performed for its new water treatment plant design. Pilot testing is also a requirement of the U.S. Department of the Interior, Bureau of Reclamation's Record of Decision. Pilot testing and bench scale testing will use water from the McClusky Canal. See photograph on the next page for a representative view of pilot testing unit.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$30,404
2) Special Project and Third-Party Meetings	\$32,608
3) Pilot Study Protocol	\$33,045
4) Pilot Equipment Procurement	\$259,242
5) Pilot Preparation and Setup	\$123,006
6) Pilot Start-Up and Operation	\$315,958
7) Pilot Decommissioning	\$15,789
8) Pilot Study and Treatability Report	\$61,948
Totals	\$872,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

Task Order 3210 provided for the completion of preliminary design for the Biota Water Treatment Plant. The Biota Water Treatment Plant consists of turbidity removal, ultraviolet (UV) disinfection, and chlorine disinfection. The primary treatment goal of the plant is to limit the likelihood that Aquatic Invasive Species (AIS) would be transferred from the Missouri River watershed to the Hudson Bay watershed. In the Summer of 2024, Garrison Diversion and Black & Veatch started a water quality Sampling program to determine water quality at various points in the McClusky Canal. It was determined that the water quality degraded significantly further along the canal, and it was recommended that a pilot program be developed to test pretreatment technologies to make sure proper water conditioning prior to irradiation with the UV system.

ENDAWS Task Order 3150 – Biota Water Treatment Plant Piloting and Treatability Study

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

The objective of this Task Order is to complete an ENDAWS Biota Water Treatment Piloting and Treatability Study verifying the capability of pretreatment technologies to maintain turbidity less than 10 NTU and UVT greater than 70 percent prior to the UV and chlorine disinfection processes. The Task Order will also measure the decay rate of chlorine residual through a series of decay rate tests.

The study will perform pilot testing at two separate locations, representing worst case (startup of the facilities) and normal operating inlet water quality. Pilot testing will be performed on Lake Audubon and along the McClusky Canal near Highway 200. The water quality influent to the pilot at Lake Audubon is expected to be representative of normal operating conditions for the Biota Water Treatment Plant when operating on a regular basis. The water quality influent to the pilot at along the McClusky Canal is expected be representative of initial startup conditions or in situations where minimal flow through the facility has occurred. Pilot testing will include evaluations of all three treatment processes – pretreatment, UV disinfection, and chlorination. The work under this task order will conclude with a pilot study report making final recommendations for process equipment sizing during the plant’s final design.

Figure 1 - Representative Pilot Testing Unit

ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$886,000 for a supplemental geotechnical investigation associated with the McClusky Canal Intake and Pumping Station, the Biota Water Treatment Plant, and the McClusky Main Pumping Station as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project.

NEED AND BENEFIT

A preliminary geotechnical investigation was completed concurrent with these facilities' preliminary design. This Task Order is for supplemental investigations to support development of the final design and Contract Documents. The borings will be used to support design of access roads, the re-grading of the Canal embankment by the McClusky Canal Intake, and foundations of the Biota Water Treatment Plant, the McClusky Canal Intake Pumping Station, McClusky Main Pumping Station, and other facilities and appurtenance located on the common site. In addition, geotechnical borings will be completed on the proposed Ground Storage Reservoir site, which have not been completed to date.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$34,885
2) Land Services	\$30,152
3) Geotechnical Services	\$500,877
4) Report Services	\$320,086
Totals	\$886,000

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The purpose of this Task Order is to complete additional borings and tests to characterize subsurface soil conditions not covered by the ENDAWS preliminary design Task Order 3210. Relevant existing soils data from previous work will be used to in conjunction with the data obtained under this task order to support final design activities. Supplemental geotechnical investigations under this Task Order will be completed for the following:

- Additional geotechnical data at the Biota Water Treatment Plant site for the new intake tunnel, McClusky Canal Intake Pumping Station, Biota Water Treatment Plant facility and backwash pond. A preliminary layout drawing of the facilities developed during preliminary design is included as Figure 1. It shows the previous borings and the locations of the new borings contemplated under this Task Order. Geotechnical data being obtained for onsite and offsite access road construction are shown in Figure 2.
- Geotechnical data at the Ground Storage Reservoir site. The tank arrangement is currently still under development. However, it has been determined that the geotechnical data required will remain the same for either arrangement. A preliminary layout developed under preliminary

ENDAWS Task Order 3220 – Facilities Supplemental Geotechnical Investigation

Task Order Effective Date: April 1, 2025

TASK ORDER EXECUTIVE SUMMARY

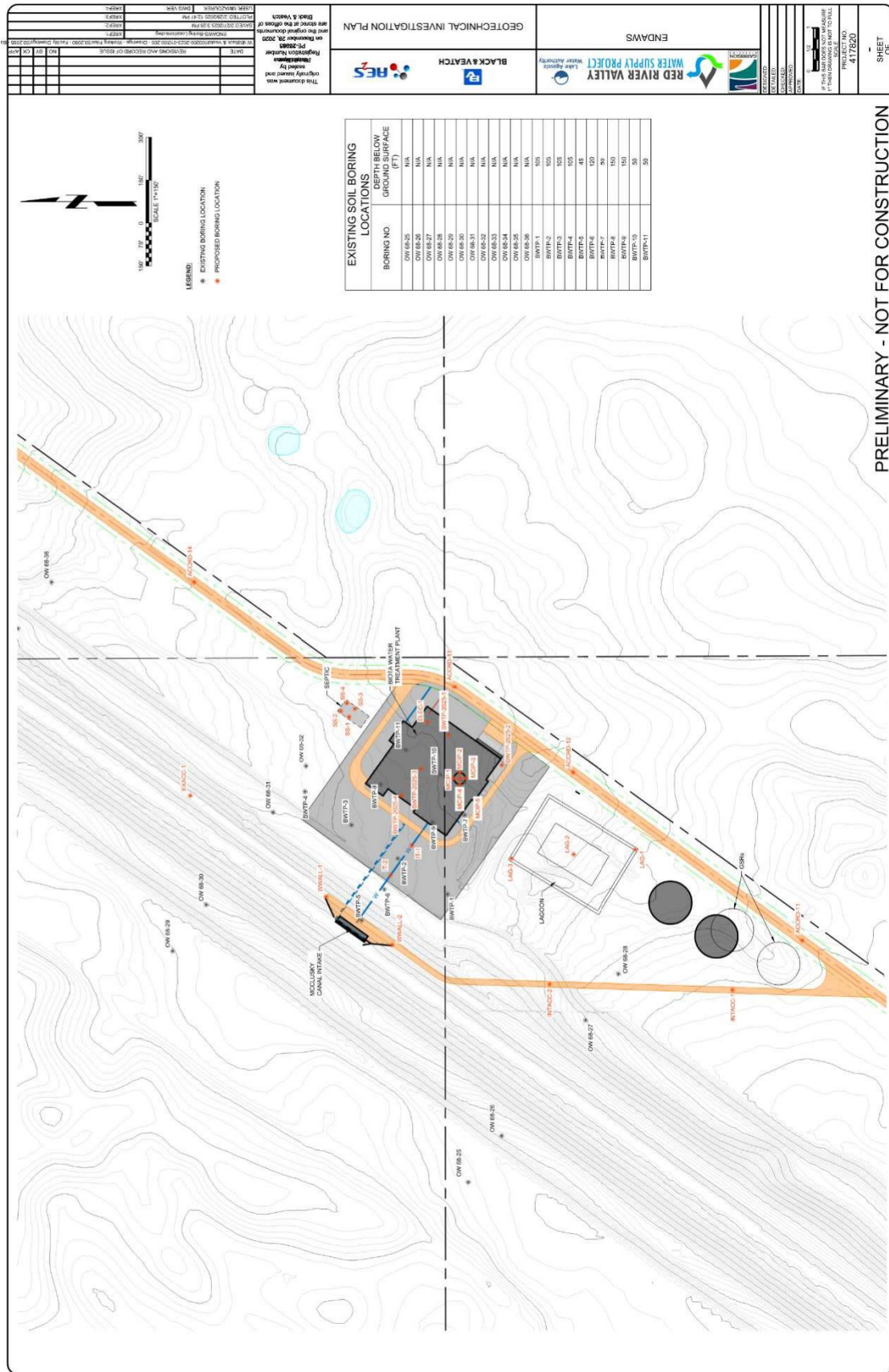
design is Figure 3. A final site location and arrangement will be identified prior to performing the field work.

- The information gathered from these geotechnical investigations will be presented and summarized in a Geotechnical Data Report. The information in the Geotechnical Data Report will be used by Engineer in development of the Geotechnical Baseline Reports tailored to specific project bid packages. Geotechnical Data Reports and Geotechnical Baseline Reports will be included in the Contract Documents. A Geotechnical Design Memorandum will also be developed based on the geotechnical data collected and provided to the design team for the Biota Water Treatment Plant and Ground Storage Reservoir facilities.

PROJECT SCHEDULE

Work under this Task Order is expected to be complete by March 31, 2026.

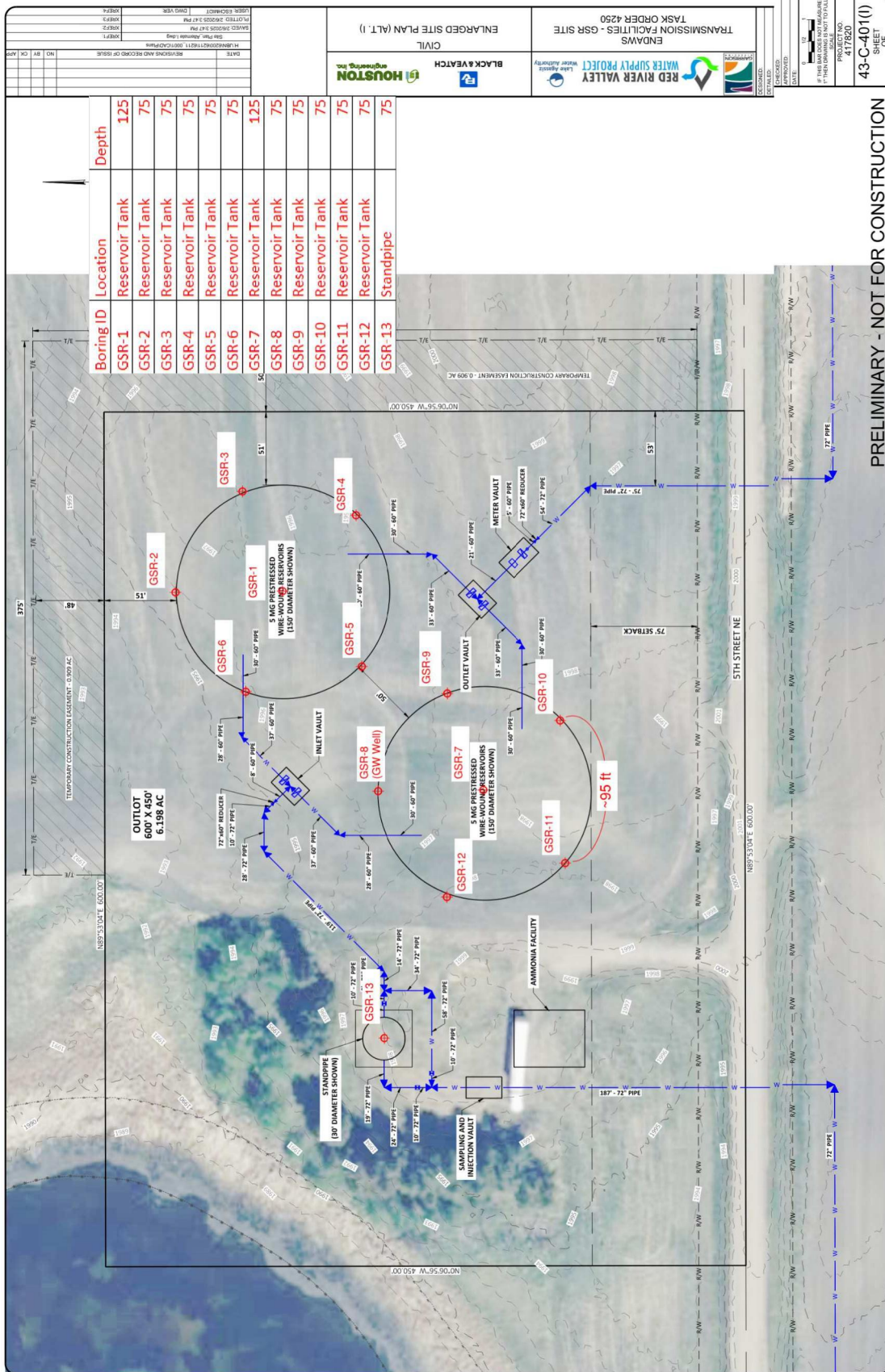
Figure 1 Biota Water Treatment Plant Boring Locations



PRELIMINARY - NOT FOR CONSTRUCTION

ENDAWS WATER SUPPLY PROJECT LAR ARIZONA	
PROJECT NO. 417820	SHEET OF
DATE:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
IF THIS SHEET IS TO BE USED FOR ANY OTHER PROJECT, THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREON.	
THIS DOCUMENT WAS PREPARED AND ISSUED BY ENDAWS ON BEHALF OF THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON.	
REVISIONS:	
NO. DATE DESCRIPTION	
1 01/15/2020 ISSUED FOR PERMITTING	
2 01/15/2020 ISSUED FOR PERMITTING	
3 01/15/2020 ISSUED FOR PERMITTING	
4 01/15/2020 ISSUED FOR PERMITTING	
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Figure 3 Ground Storage Reservoir Boring Locations



**ENDAWS Task Order 5315 – Eastern North Dakota Alternate Water Supply
 Transmission Pipeline Contract 1
 Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a partial final design services task order in the amount of \$1,950,000 for the design of the Eastern North Dakota Alternate Water Supply (ENDAWS) Transmission Pipeline (ETP) Contract 1 project.

The Task Order advances the ETP Contract 1 preliminary design to a 90-percent complete final design for the 11-mile portion of the ENDAWS segment along with four trenchless crossing of wetland easements. Services will begin in May of 2025 with a 90-percent submittal package delivered mid-2026. These professional services are provided on an hourly basis, and the fee is an estimate based on the scope and nature of the work.

TASK ORDER SUMMARY

Basic Services: The services provided by the engineering team (Black & Veatch, AE2S, Materials Testing Services, and Ulteig) are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks and provides the fee as an estimated percentage of construction for the estimated \$84 million project.

	Fee	% of Const
Task Order Management and Administration	\$215,087	
Special Project and Third-Party Meetings	\$82,338	
Landowner and Easement Modifications	\$48,570	
Field Services	\$489,163	
Final Design Services	\$1,114,842	
Totals	\$1,950,000	2.4%

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The adjacent map shows the limits of the ETP Contract 1 project and is included in the background information of the attached Task Order. Elements of this final design Task Order are:

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and the ND DOT,
- Soil borings and a completion of geotechnical reports,
- Final design of the open cut portions of pipeline and final design of four trenchless crossings under USFWS easements, and
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation.

PROJECT SCHEDULE

The duration of this Task Order is 15 months from the effective date of the Task Order finishing in mid-2026.

**ENDAWS Task Order 5315 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 1
Partial Final Design Services**

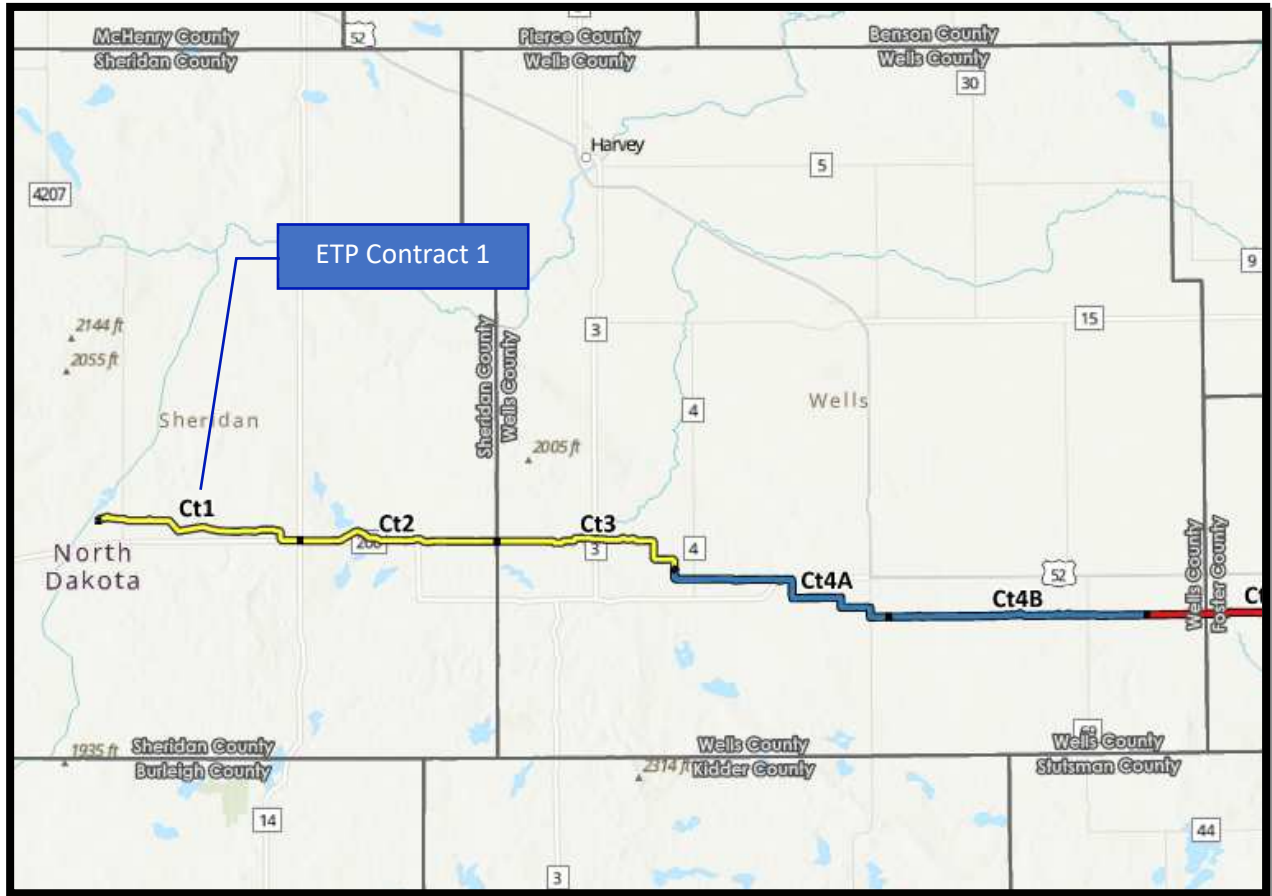
Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

PROJECT LOCATION

The Project is in Sheridan County as shown in Figure 1 below.

Figure 1 – ENDAWS Transmission Pipeline Contract 1 Location Map



**ENDAWS Task Order 5325 – Eastern North Dakota Alternate Water Supply
 Transmission Pipeline Contract 2
 Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a partial final design services task order in the amount of \$1,780,000 for the design of the Eastern North Dakota Alternate Water Supply (ENDAWS) Transmission Pipeline (ETP) Contract 2 project.

The Task Order advances the ETP Contract 2 preliminary design to a 90-percent completion stage for a 10-mile portion of the ENDAWS segment along with one trenchless crossing of a wetland easement. Services will begin in May of 2025 with a 90-percent submittal package delivered mid-2026. These professional services are provided on an hourly basis, and the fee is an estimate based on the scope and nature of the work.

TASK ORDER SUMMARY

Basic Services: The services provided by the engineering team (Black & Veatch, AE2S, Materials Testing Services, and Ulteig) are fully described in the attached Task Order. The following table summarizes the fee for each of the major tasks and provides the fee as an estimated percentage of construction for the estimated \$64 million project.

	Fee	% of Const
Task Order Management and Administration	\$187,266	
Special Project and Third-Party Meetings	\$86,180	
Landowner and Easement Modifications	\$46,391	
Field Services	\$467,304	
Final Design Services	\$992,859	
Totals	\$1,780,000	2.8%

Special Services: There are no unique or specialized services required under this Task Order.

PROJECT OVERVIEW

The adjacent map shows the limits of ETP Contract 2 and is included in the background information of the attached Task Order. Elements of this final design Task Order are:

- Supplemental surveying services to complete the design,
- Coordination with counties, townships, and the ND DOT,
- Soil borings and a completion of geotechnical reports,
- Final design of the open-cut portions of pipeline and final design of one trenchless crossing under a U.S. Fish and Wildlife Service easement, and
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation.

PROJECT SCHEDULE

The duration of this Task Order is 15 months from the effective date of the Task Order finishing in mid-2026.

**ENDAWS Task Order 5325 – Eastern North Dakota Alternate Water Supply
Transmission Pipeline Contract 2
Partial Final Design Services**

Task Order Effective Date: May 1, 2025

TASK ORDER EXECUTIVE SUMMARY

PROJECT LOCATION

The Project is in eastern Sheridan County as shown in Figure 1 below.

Figure 1 – ENDAWS Transmission Pipeline Contract 2 Location Map





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)

April 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%
	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				
	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	\$ 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 Svcs 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 Svcs 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



2023 to 2025 Biennium Work Plan

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

April 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%
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 Hurdsfield at HBTs.	Feb-24	Prof Svcs	\$	7.18	\$ 5.39	\$ 1.80	\$	7.18	\$ 5.39	\$ 1.80	
8.	RRV T Transmission Pipeline Contract 7 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).	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	\$	2.93	\$ 2.19	\$ 0.73	
9.	McClusky Canal Intake and Pumping Station 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.	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	\$	0.75	\$ 0.56	\$ 0.19	
10.	Biota Water Treatment Plant and Main Pumping Station 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.	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	\$	2.87	\$ 2.15	\$ 0.72	
11.	Hydraulic Break Tanks 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.	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	\$	0.37	\$ 0.28	\$ 0.09	
12.	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 voluminous amount of construction related documents.	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	\$	0.50	\$ 0.37	\$ 0.12	
13.	Prgr Mgmt to Support Larger Spend and Expanded Team 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.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs	\$	0.65	\$ 0.49	\$ 0.16	\$	0.65	\$ 0.49	\$ 0.16	



2023 to 2025 Biennium Work Plan

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

April 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%
14.	<p>Outreach, Plug, and Design to Secure User Commitments</p> <p>Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.</p> <p>Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.</p> <p>Operational Planning and Asset Management Phase 3</p> <p>Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.</p> <p>Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.</p>	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			
15.	<p>Financial Planning Support</p> <p>Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p> <p>Additional End User Outreach</p> <p>Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs				\$ 0.46	\$ 0.35	\$ 0.12			
16.	<p>Financial Planning Support</p> <p>Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p> <p>Additional End User Outreach</p> <p>Scope: Branch pipeline conceptual designs and other consulting assistance to potential end users.</p> <p>Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.</p>	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15			
17.	<p>McClusky Canal Hydraulic & Water Quality Investigation</p> <p>Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.</p> <p>Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.</p> <p>ENDAWS Facilities Site Development Contract 1</p> <p>Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.</p> <p>Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.</p>	Conceptual designs and other consulting support to support end user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MOU signatures.		Prof Svcs				\$ -	\$ -	\$ -			
18.	<p>McClusky Canal Hydraulic & Water Quality Investigation</p> <p>Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.</p> <p>Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.</p> <p>ENDAWS Facilities Site Development Contract 1</p> <p>Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.</p> <p>Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.</p>	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs	\$ 0.44	\$ 0.33	\$ 0.11						
19.	<p>ENDAWS BWTP Piloting and Treatability Study</p> <p>Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration.</p> <p>Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.</p>	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs	\$ 0.88	\$ 0.66	\$ 0.22						
20.	<p>ENDAWS BWTP Piloting and Treatability Study</p> <p>Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration.</p> <p>Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.</p>	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			



2023 to 2025 Biennium Work Plan

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

April 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%
21.	ENDAWS Facilities Supplemental Geotechnical Invest. Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design. Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs	\$ 0.89	\$ 0.66	\$ 0.22						
22.	ENDAWS Facilities Utility Extensions Study Scope: Study and report of electrical service extension to serve the new biota water Treatment plant. Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.	Evaluate substation needs and routing of 15 to 25 miles of high-voltage power lines to serve the new BWTP. Identify permitting and easement requirements.		Prof Svcs	\$ -	\$ -	\$ -						
23.	ENDAWS Transmission Pipeline Contract 2 Scope: Final design (30% docs to 90% plans and specs). Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs	\$ 1.78	\$ 1.34	\$ 0.45						
24.	ENDAWS Transmission Pipeline Contract 1 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49						
25.	Contingency Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOS. 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	GDCD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.88	\$ 1.63
TOTAL PROGRAM BUDGET					\$ 15.48	\$ 11.61	\$ 3.87	\$ 18.87	\$ 14.15	\$ 4.72	\$ 211.65	\$ 158.74	\$ 52.91

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, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are **not** shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
5. Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending. Items shown in green are new and were added with the \$6M MR&I funding in October 2024. Items highlighted in yellow have changed from the previous version of the Work Plan.



Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

April 9, 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 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							
9.	MO River Intake Pump Sta, Trans Main, & Utilities Ext Contr 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.	Jul-25	Prof Svcs				0.40	0.30	0.10				
			Jan-27	Prof Svcs								0.30	0.10	
			Jan-27	Const						4.00	3.00	1.00		
10.	McClusky Facilities Wetwell Excavation & Site Dev Contr 1 Scope: Construction and construction phase services. 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 bwtp site. Mass excavation of site and excavation of intake ps shaft and temp excavation support system.	Apr-26	Prof Svcs							1.20	0.90	0.30	
			Apr-26	Const						12.00	9.00	3.00		
11.	McClusky Facilities Intake, Tunnel, & Shaft Liner Contr 2 Scope: Final design and bidding assistance. Need: Complete specialty work ahead of the main biota water treatment plant construction.	Passive intake screens and structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Contr 1.	Jan-26	Prof Svcs	2.00	1.50	0.50							
			Jan-27	Prof Svcs										
			Jan-27	Const										
12.	McClusky Facilities Utility Extensions Design Scope: Final design services and bidding assistance. Need: There is not 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 bwtp and associated pumping stations.	Jan-26	Prof Svcs	1.50	1.13	0.38							
13.	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 voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and mods.	Oct-25	Prof Svcs				0.50	0.38	0.13				
14.	Program Management Support Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversions. 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.	Jul-25	Prof Svcs				0.75	0.56	0.19				



Draft 2025 to 2027 Biennium Work Plan

(\$346M Total Funding: \$0 Federal; \$259.5M State; \$86.5M Local Users)

April 9, 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%		
	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 a 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 to reflect current market.	Jul-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50					
	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.		Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38					
	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.		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.		GDCD			\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 15.13	\$ 11.35	\$ 3.78
TOTAL PROGRAM BUDGET							\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 317.57	\$ 238.18	\$ 79.39

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, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are ~~not~~ shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
5. Green text indicates priority 1 items totaling approximately \$200M. Blue text indicates priority 2 items and when added to Priority 1 items totals approximately \$266.7 million. Orange text indicates priority 3 items and when totaled with Priority 1 and Priority 2 items totals approximately \$294.8 million. Purple text indicates priority 4 items summing to the funding ceiling of \$346M.

**INTERIM FINANCING AGREEMENT
SERIES E**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA**

Dated as of _____, 2025

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INTERIM FINANCING AGREEMENT, SERIES E

THIS INTERIM FINANCING AGREEMENT, SERIES E (the “Series E 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 FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); individually, a “Party,” and collectively, the “Parties.” This Series E Agreement addresses the local cost share funding agreement for further design of the Eastern North Dakota Area Water Supply (“ENDAWS”).

WHEREAS, the State of North Dakota, acting through the legislature, created Garrison Diversion in order to, among other things, construct, own and operate the Garrison Diversion Unit (the “GDU”) of the Missouri River basin project, and to develop municipal, rural and industrial water supplies, irrigation and recreation. The legislature also authorized Garrison Diversion to acquire, construct, improve and own the Red River Valley Water Supply Project (the “Project”) and sell a bulk water supply to end users; and

WHEREAS, the State of North Dakota, acting through the legislature, created LAWA to, among other things, acquire, construct, improve, own, and utilize the Project, to store and distribute water to eastern and central North Dakota, and to provide for the supply and distribution of water to the people of eastern and central North Dakota through the bulk purchase of water from Garrison Diversion for beneficial and public uses; and

WHEREAS, the State of North Dakota, acting through the legislature, authorized LAWA to enter one or more contracts to acquire bulk water from Garrison Diversion; and

WHEREAS, Garrison Diversion intends to finance, construct, own and operate the Project, and thereafter to sell to LAWA, and LAWA intends to purchase from Garrison Diversion all or a portion of the water derived therefrom as determined in accordance with a Project Participation and Water Supply Agreement (“PPA”, which is currently being negotiated), as well as this, prior and possibly more future interim financing agreements for design, planning, construction and operations before the PPA is entered into; and

WHEREAS, Garrison Diversion and LAWA agree to have Garrison Diversion finance, construct, own and operate a water supply and distribution system that will ultimately convey water from the Missouri River and/or the GDU System to LAWA, with initial construction governed by the terms set forth herein; and

WHEREAS, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter this Series E Agreement subject to the Parties’ obligations in certain previous Project financing agreements, including the Cooperation Agreement dated May 8, 2020, Interim Financing Agreement Series A dated November 15, 2020, Interim Financing Agreement Series B dated November 15, 2020, Interim Financing Agreement Series C dated August 5, 2021, Interim Financing Agreement Series D dated November 1, 2023, and Interim Financing Agreement Series D – Small Systems Amendment dated January 1, 2025. Through this Series E Agreement, the Parties wish to continue with design of the

ENDAWS component of the Project (“ENDAWS Project Costs,” see Exhibit A) despite not having final agreements in place on the PPA; and

WHEREAS, Fargo and Grand Forks herein agree to pay the entire local cost share of the ENDAWS Project Costs not otherwise covered by the State cost share, including any other non-reimbursable costs (collectively referred to as “Local Project Costs”). Fargo and Grand Forks’ respective financial obligations are prorated between them based upon each city’s water supply nomination and their resultant cost allocation percentages from the most recently adopted Tiered Cost Allocation Model. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for the ENDAWS Project Costs are identified herein on Exhibit B, subject to reimbursement from other Project participants through the PPA once all Project participants are identified and the PPA is signed.

WHEREAS, Garrison Diversion and LAWA entered into a Cooperation Agreement dated May 8, 2020, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series E Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series E Agreement govern; and

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, Fargo, and Grand Forks 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 E Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

“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 their general relationship.

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

“ENDAWS” means the Eastern North Dakota Area Water Supply, which is a Federal component of the Project that runs from an intake on the McClusky Canal to the RRVWSP main transmission pipeline.

“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 3, 2024.

“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” or “Series E Agreement” shall mean this Agreement.

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

SECTION 1.02 INTERPRETATION. 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 E Agreement. Any and all exhibits to this Series E Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined herein. 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 E 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 E 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 E Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series E Agreement or some provision of it or because that Party relies on a provision of this Series E Agreement to protect itself. The Parties acknowledge and agree that this Series E 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 E 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 E Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series E Agreement, this Series E Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Through this Series E Agreement, Garrison Diversion, subject to reimbursement from Fargo and Grand Forks, agrees to finance the local cost share to allow Garrison Diversion to continue the development of the ENDAWS design and planning. The budget for the ENDAWS Project Costs is attached as Exhibit B, and the items to be financed through this Series E Agreement from ENDAWS Project Costs are identified in detail in Exhibit A.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series E Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate in any such user meetings.

Section 2.03 PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series E Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, 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. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series E Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR ENDAWS PROJECT COSTS. Up to \$4.5 million is available from Federal Municipal, Rural and Industrial Funding ("MR&I") and up to \$1.5 million is available from the Water Infrastructure Revolving Loan Fund ("WIRLF") for the ENDAWS Project Costs. The Parties plan to utilize these funds to continue designing the ENDAWS components of the Project. The available MR&I Funding will provide the seventy-five percent (75%) State cost share of eligible costs, with the 25% local cost share and any non-reimbursable costs paid by Garrison Diversion using the WIRLF loan proceeds, subject to reimbursement of loan payments by Fargo and Grand Forks on behalf of LAWA. 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 task orders, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all related ENDAWS Project Costs, subject to seventy five percent (75%) reimbursement from the State and twenty five percent (25%) paid for

through the WIRLF loan proceeds, with loan payment reimbursement from Fargo and Grand Forks. Fargo and Grand Forks' payments will be included and offset upon execution of the PPA, which will true up and recalculate each Participant's share of the overall Project Costs. 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 E Agreement solely addresses Fargo and Grand Forks' responsibility for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the earlier of (1) the date the PPA is fully executed, or (2) the completion of the scope of work 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 is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). 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 Fargo and Grand Forks will repay their respective proportions 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 FARGO AND GRAND FORKS. Fargo and Grand Forks will each reimburse Garrison Diversion for their respective proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus debt service and financing costs identified herein. Once the loan payment schedule is established in an Addendum that includes the loan package, Fargo and Grand Forks will be responsible for payment of their proportionate percent share of each loan payment as identified in Exhibit B, to be paid at least 10 days in advance of Garrison Diversion's loan payment due date. Fargo will make payment to Garrison Diversion amounting to 78.75% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof, and Grand Forks will make payments amounting to 21.25% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will meet Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series E Agreement, but the payments will be used to offset their contribution obligations when the funding responsibilities are trued-up amongst all Project participants in the PPA.

Section 3.05 REFUNDING. Fargo and Grand Forks agree that the funds they pay pursuant to this Series E 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 Fargo and Grand Forks 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 E 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 E Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo and Grand Forks. Fargo and Grand Forks will use whatever sources of funds 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 Project. 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 Project, 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 E Agreement.

Section 4.03 INVOICES AND PAYMENT. Garrison Diversion will use the proceeds of a BND WIRLF loan to pay for labor, material, services, or other expenses relating to the work contemplated under this Series E Agreement, with bond payments made to Garrison Diversion upon the scheduled identified on the loan documentation that will be added as an Addendum to this Agreement. If the Parties jointly agree to issue any contracts prior to the loan actually being funded, any contractor payments due prior to loan funding will be paid by Fargo and Grand Forks, subject to later credit on loan payment obligations. If that happens, Garrison Diversion will submit timely invoices to Fargo and Grand Forks for reimbursement. Subject to any dispute by Fargo or Grand Forks, each will remit their respective percentage payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. If Fargo or Grand Forks 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 follow the dispute resolution process outlined in the Cooperation Agreement.

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 E Agreement shall remain in effect until the Parties enter into a PPA 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 E 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 payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo or Grand Forks' responsibilities to make payments hereunder pursuant to the loan agreement will terminate.

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

Section 5.03 COST SHARE THRESHOLD. The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series E Agreement.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 ENTIRE AGREEMENT. This Series E Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series E 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 E. This Series E Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

Section 6.02 NOTICE. All notices under this Series E 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
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

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

Section 6.03 GOVERNING LAW. This Series E 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 E 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 E 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 E Agreement.

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

Section 6.06 BINDING EFFECT. This Series E 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 E 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 E 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 E Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series E Agreement and that the Series E 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 E 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 E Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events. A force majeure event identified for the purposes of this Agreement will not impact the obligations of Fargo and Grand Forks to pay any loan obligations required to be paid by Garrison Diversion.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series E 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 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, Fargo, and Grand Forks caused this Series E 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 E 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 E 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 the City of Fargo

The governing body of the City of Fargo approved this Series E Agreement on the 18 day of February, 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 E Agreement on the 3rd day of March, 2025.

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

Signed by:
Brandon Bochenski
By: _____
2314C987629943F...
Brandon Bochenski, Mayor

ATTEST:

Signed by:
Maureen Storstad - Finance Director
DB341E882B4423

Finance Director/City Auditor

EXHIBIT A
ENDAWS BUDGET FEATURES

Project	Project Development Budget
Biota WTP Site Development, Mass Grading, and Tunnel Shaft/Wetwell Excavation Design	1,400,000
Biota WTP Piloting (6 months)	900,000
Biota WTP Supplemental Geotechnical Investigation	150,000
Electrical Service Extension Study (Central Power/HDR)	450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	3,100,000

TOTAL: \$6,000,000

EXHIBIT B
Local ENDAWS Project Cost Distribution

MR&I approved funding: \$6 million

Local Cost Share Required: \$1.5 million

ENDAWS Project Costs		
\$6,000,000		
Local Cost Share – 25%		
<i>City</i>	<i>Percentage</i>	<i>Local Cost Share</i>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

**ADDENDUM NO. 1
FINAL LOAN PACKAGE**

[To be added upon execution of loan package]

RESOLUTION

WHEREAS, Mark Johnson served with distinction representing Cass Rural Water Users District since 1995, and as a member of the Lake Agassiz Water Authority from 2015 to 2025; and,

WHEREAS, Mark Johnson recognized the need for the Red River Valley Water Supply Project and its importance to the state of North Dakota; and,

WHEREAS, Mark Johnson has served to support the development of rural water; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Lake Agassiz Water Authority duly assembled in Fargo, in the state of North Dakota, on April 16, 2025, do hereby express our sincere appreciation for the dedication demonstrated by **Mark Johnson** throughout his career.



Timothy Mahoney, Chair



Duane DeKrey, Secretary