LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

Fargo Commission Chambers
March 27, 2026

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held at the Fargo Commission Chambers on March 27, 2026. The meeting was called to order by Chair Mahoney at 2 p.m.

MEMBERS PARTICIPATING

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director Rick Bigwood (by video conference)
Director Jeff Breker
Director Ann Broussard
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Keith Nilson
Director Jim Schmaltz
Director Travis Schmidt
Acting Secretary Brent Bogar

Garrison Diversion staff and others attended. A copy of the registration sheet is attached (Annex I).

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

INTRODUCTIONS

Chair Mahoney introduced Jeff Breker, informing the board members that Mr. Breker will be replacing LaVonne Althoff on the board as the representative from Southeast Water Users District.

APPROVAL OF AGENDA

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

CONSIDERATION OF MINUTES

Motion by Director Dardis to approve the LAWA Board minutes from February 19, 2026, as distributed. Second by Director Breker. Upon voice vote, motion carried.

FINANCIAL REPORT

2026 Budget Analysis Statement - - Merri Mooridian, Deputy Program Manager, RRVWSP Administration, Garrison Diversion, reviewed the 2026 Budget Analysis Statement for the period of February 1 through February 28, 2026. (Annex II).

Ms. Mooridian stated LAWA's approved income budget for 2026 is $544,940. Total income received through February 28, 2026, is zero.

The approved 2026 expense budget is $543,788. Expenses through February 28, 2026, total $54,492.

The ending bank balance was $17,431.

Bills Paid

Ms. Mooridian referenced the bills paid since the last board meeting, which include membership dues and legal fees.

Motion by Director Broussard to accept the LAWA Budget Analysis Statement for the period of January 1, 2026, through February 28, 2026. Second by Director Nilson.

Director Erdmann asked when the 2026 LAWA dues statements will be mailed out.

Ms. Mooridian responded the board approved sending out the 2026 LAWA dues statements at the February 19, 2026, meeting. Those statements were mailed the following week, but no payments had been received by the end of February.

Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Motion carried.

Summary of Dues and Cost Share Paid - - Ms. Mooridian referenced the table included in the meeting packet showing LAWA membership dues paid in previous years. As indicated, no dues income for 2026 had yet been received by the end of February.

2026 Consultant Billing Summary - - Ms. Mooridian referenced the 2026 RRVWSP Program Billing Summaries (Annex III) included with the meeting materials. For 2026, consultant billings total $2.6 million. Of that amount, 44.5 percent are Black & Veatch (BV) billings, and the remaining 55.5 percent are subconsultant billings.

COMMITTEE REPORTS

LAWA Technical Advisory Committee (TAC)

Al Grasser, Chair, LAWA TAC, reported on the March 19 TAC meeting during which updates were provided on the McClusky Canal pilot testing results and the design and water treatment objectives for the Biota Water Treatment Plant (BWTP).

A change order and three task orders were reviewed and are recommended for board approval. The TAC also reviewed and approved a task order for user outreach and financial modeling, along with a draft job description for a LAWA Executive Director. These two items will be presented during the Financial Advisory Committee (FAC) report.

The TAC recommends the board act favorably on the following task orders:

Contract 5D – Change Order No. 2

Chair Grasser referenced Change Order No. 2 (Annex IV) with Carstensen Contracting, Inc. (Carstensen) which addresses bid quantity overruns and cost adders, resulting in a zero-cost impact.

He explained the overruns included gravel/asphalt removal and replacement, removing and stockpiling topsoil and granular embedment placement. In addition, more was spent on road repair and maintenance than expected. The deducts are from landowner reimbursement and the trench bottom stabilization line item, which was not used.

Task Order 1520

Mr. Grasser referred to Task Order 1520, Operational Planning Phase 3, Amendment No. 2 (Annex V), explaining the original Phase 3 operations contract, approved as part of the previous biennium work plan, did not anticipate certain additional support activities to LAWA and Garrison Diversion.

This is an amendment allowing BV to recover costs associated with work performed outside the original scope and to complete Phase 3 Operational Planning with delivery of a final report to both organizations.

The scope of work includes completion of Operations Phase 3 Report, incorporating a summary of requested model runs and operational analysis conducted over the past two years. The total fee for services provided under this task order amendment is $94,242.

Task Order 1620

Mr. Grasser referenced Task Order 1620, Operational Planning Phase 4A, Part A (Annex VI). As Garrison Diversion, LAWA and the Department of Water Resources (DWR) develop an operational planning model, this task order will support these entities in understanding and prioritizing operational questions critical to the planned Water Supply and Delivery Agreements.

The scope of this task order includes preparation for and conducting an operational planning meeting, preparation for and completion of TAC meetings and Operational Planning – Phase 4B Planning. The cost of the task order is $166,000.

Motion by Director Idso to approve: 1) Change Order No. 2 on Contract 5D with Carstensen Contracting at a zero-cost impact. 2) RRVWSP Task Order 1520, Operational Planning Phase 3, Amendment No. 2, in the amount of $94,242 and 3) RRVWSP Task Order 1620, Operational Planning Phase 4A, Part A, in the amount of $166,000. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Motion carried.

Mr. Grasser announced Bruce Grubb was elected as the TAC's vice chair at the March 19 meeting.

Vice Chair Bochenski recognized and thanked Mr. Grasser for his many years of service with the City of Grand Forks and for his work on the LAWA TAC. He will be retiring from the city effective April 11 but has agreed to remain the Chair of the TAC for the time being.

LAWA Financial Advisory Committee

Susan Thompson, Co-Chair, LAWA FAC, reported on the committee meeting held March 20. During the meeting, the committee acted on four items and reviewed an updated 2026 LAWA budget, including the financial implications of those actions.

Ms. Thompson stated particular attention was given to the hiring of an executive director. The original budget included $200,000 for administrative support, which the committee believes is still a reasonable amount. The committee's goal is to stay within budget and, as such, plans to reallocate these funds for the remainder of the year.

She reviewed the 2026 LAWA Budget via PowerPoint, highlighting the revenue section and noting Participant Transfers of $250,000. This item was discussed at a previous meeting; however, the committee wanted to ensure all participants are aware of it. It represents the current budget shortfall. Historically, this amount has been smaller and absorbed solely by Fargo and Grand Forks. During this year's budget discussions, it was proposed that all participants share in the $250,000 shortfall on a proportional basis.

Ms. Thompson also noted a line item reflecting an assumed state cost share for some of these administrative expenses, which has not yet been finalized. If no state reimbursable cost share is received, the total staffing cost allocation would increase to $509,941. Both scenarios are proportionately distributed among the participating users and outlined in the table.

Vice Chair Bochenski stated this is a matter for the board to consider. There are users who have signed a Memorandum of Commitment (MOC) indicating their intent to participate in the RRVWSP. The question is whether it is reasonable for those users to begin paying their proportional share to LAWA, or if those costs should continue to be absorbed by Grand Forks and Fargo.

Vice Chair Bochenski said he is fine either way but would prefer that participants in the project also contribute to LAWA. The MOC signatories are potential long-term project members, and the associated cost is relatively small and allocated based on each participant's nomination.

He emphasized the key issue is whether the board wants to continue the current approach. While it would be easy to have Grand Forks and Fargo continue covering the costs, it makes sense to begin sharing expenses among all participants. If all parties are engaged in the project and involved in decision-making, it is reasonable that costs be shared at this stage, even though that has not been the practice in the past.

Director Edrmann stated he recently met with a few of the smaller users while attending a League of Cities meeting, where concerns were raised regarding the $250,000 staffing allocation and the cost share eligibility of the remaining $259,000. The options appear to be either that Grand Forks and Fargo continue to pay the full amount, which they have offered to do, or the small users begin participating in, or are expected to participate in, covering the cost.

Director Erdmann questioned the level of annual dues collected, totaling approximately $35,000. In comparison, the budget reflects an additional $509,000 in costs.

Under the current proposal, Carrington's 2026 staffing cost allocation on $250,000 would be $625; under a $509,000 allocation, its share would increase to $1,275. Similarly, Lisbon's share would be $1,850 under the $250,000 allocation and $3,774 under the $509,000 amount.

Director Erdmann stated as the user outreach team met with the smaller users, there was a general understanding that administrative costs would eventually be incurred; however, many were under the impression those costs would arise five or six years down the road, rather than beginning in 2026. While a number of smaller users have signed a MOC, there may be questions about the depth of their commitment, particularly if they are not fully aware of the potential costs.

He further stated that, given Fargo and Grand Forks represent 75 percent of the project, he does not believe they should be solely obligated to cover these expenses, adding that Director Dardis expressed similar concerns during the FAC meeting.

Director Erdmann emphasized there are a number of smaller users who may not fully understand the potential financial obligation beginning in 2026. Fargo and Grand Forks have historically covered all participants' shares under the Advanced Engineering and Environmental Services (AE2S) agreement, including Mr. Bogar's salary, totaling approximately $180,000 in 2025. While that contribution is greatly appreciated, there comes a point when, if smaller users are expected to contribute, they need to return to their respective city councils and communicate that participation in the project will now require financial commitments.

Brent Bogar, LAWA Consultant, stated the staffing cost allocation and whether it should be implemented in 2026 have been discussed at the last couple FAC meetings. Adjustments to annual membership dues for 2027 were also considered, suggesting an increase in dues could be an alternative to treating the cost as a supplemental item.

Director Carlsrud asked whether the figures presented reflect current estimates or if they are expected to increase over time.

Ms. Thompson responded the figures are based on the current budget, and the FAC will make every effort to adhere to it; however, there is always the possibility things may change. The board will be kept informed through regular monthly updates.

Director Erdmann said up until 2025, Garrison Diversion had covered all the associated costs, with no charge to LAWA. Expenses related to engaging attorneys and consultants from Fargo and Grand Forks, as well as coordinating with Garrison Diversion, are included in the $259,000 allocation. This represents the legal component previously approved by the board to allow those attorneys and consultants to work alongside Garrison Diversion's counsel.

He further noted the additional $250,000 reflects the cost of an executive director or the associated administrative functions. To date, those responsibilities have been carried out by Mr. Bogar under an agreement with AE2S. Initiating these expenditures at this stage may be premature, as Garrison Diversion has historically managed the administrative functions and kept LAWA informed.

Director Erdmann added, in his view, LAWA remains approximately five or six years into the overall process; however, at an estimated $500,000 annually, that timeframe would result in roughly $3 million in total costs.

He noted while he supported moving the effort forward, he believes it is important that all users clearly understand the financial implications. If they intend to participate, they should be prepared to contribute financially.

Chair Mahoney responded that Director Erdmann raises a valid point, but emphasized with the federal funding now being introduced, it is becoming increasingly clear the project timeline may accelerate and progress more quickly than the previously anticipated six years.

Key components of the project, including the intake and related infrastructure, must continue to advance. It is critical to have dedicated leadership in place now to help move these efforts forward, particularly given the potential for Senator Hoeven to help secure up to $450 million in federal funding for the project by 2030. If realized, this level of funding would significantly accelerate the project timeline.

He also noted there are a variety of complex issues that must be addressed, including power for the biota water treatment plant (BWTP). As a result, there is a need for someone to begin actively coordinating next steps and preparing for the pace of work ahead.

Vice Chair Bochenski clarified that any attorneys retained by Grand Forks or Fargo have been paid for separately by those cities, and none of those costs have been billed to LAWA. Also, payments made to AE2S over the past year for Mr. Bogar’s services exceed what is anticipated for a full-time executive director position. Using 2025 as an example, a full-time executive director would assume many of Mr. Bogar’s current responsibilities and would likely do so at half the cost.

He further stated a portion of the cost-share component includes legal work associated with finalizing the MOCs and transitioning participants into water distribution users. Those efforts are included within the user outreach task order, and state cost share is anticipated to apply to at least a portion of that work.

Director Erdmann questioned what the $509,000 level in 2026 is expected to be in 2027 or 2028, and what cost levels are anticipated going forward. Of the $259,000, how much is attributed to outreach efforts and securing participation from entities in the project, noting that he views this as an ongoing annual cost.

Ms. Thompson responded that the amount includes the accounting, engineering, legal fees and the executive director position, representing the full administrative costs associated with LAWA. As the project progresses and user meetings are completed, these costs are expected to decrease over time.

Mr. Bogar said moving from 2026 into 2027, the addition of an executive director would eliminate the AE2S line item, representing an approximate $100,000 savings going forward. Once agreements are in place, the level of effort required from Ohnstad Twichell would likely decrease.

He indicated a general decline in expenses is anticipated as the project matures and agreements are finalized, with less need for upfront coordination and user engagement. At that stage, the executive director’s role primarily focuses on keeping users informed and maintaining coordination among participants.

Director Dardis inquired whether the $259,940 identified as state cost share represents a firm commitment from the state and whether that level is guaranteed for the project.

Ms. Thomspon said no, it is not a firm commitment and that figure reflects the intent of the second slide shown in the PowerPoint.

Director Dardis stated that is the one thing he wanted to clarify, noting the action under consideration represents $260,000 in additional potential costs. The invoices for LAWA's annual membership dues have already been issued. He expressed concern that, particularly for smaller users and their auditors, these additional expenses, allocations and dollar amounts were not included in those invoices.

He further noted many entities have already begun developing their 2027 budgets, while 2026 budgets are largely in process and already approved. As a result, the timing of introducing these additional costs could present challenges for participating communities.

Chair Mahoney said in discussions with Reice Haase, Director, DWR, and Representative Swiontek, cost share has been an ongoing topic as responsibilities are divided between LAWA and Garrison Diversion.

Ms. Thompson stated members of the FAC will be meeting with the DWR to further discuss the cost share issue. Once additional clarity is reached, the matter will be brought back to the board for consideration.

Director Carlsrud asked whether, at this point, there is any indication of what the cost share would be if the $450 million in federal funding is realized, specifically in terms of what LAWA's share would be compared to the state portion.

Chair Mahoney said the state could realize approximately $300 million in reduced costs, while the local share would decrease by about $108 million.

Director Schmidt recommended, in light of concerns raised by Director Erdmann, the FAC develop a five- to ten-year financial forecast for budgeting purposes. This would help position LAWA for the 2030-2035 timeframe and provide the board with a clearer understanding of project operating costs, including what expenses may increase or decrease over time, as well as the impact of inflation.

Director Erdmann asked if the $187,000 allocated for Ohnstad Twichell includes the work performed by John Shockley on the Water Delivery Agreement, and whether that cost would conclude once the agreement is completed.

Katie Schmidt, Ohnstad Twichell, confirmed the $187,000 does include work on the Water Delivery Agreement. They are actively working on those agreements now, and those costs would be incurred only through completion of the drafting process.

Vice Chair Bochenski referred to RRVWP Task Order 9610, 2025-2027 Biennium User Outreach and Financial Modeling Support. Under the task order summary, specifically Task Description 4, Meeting with individual MOC signatories in support of the Water Distribution Contract, he asked Ms. Schmidt whether, given that Ohnstad Twichell is working on the agreement, a portion of that expense overlaps with the $187,000 already included in the budget. The $377,000 identified in the task order would be eligible for cost share, and he questioned whether some of those funds would support Ohnstad Twichell's work finalizing and executing the contracts.

Ms. Schmidt responded because this portion of the task order represents the engineering component, it would be considered separate. Ohnstad Twichell's costs are accounted for independently, while engineering-related work, such as that performed by BV, is captured within the task order. Both groups may participate in meetings with MOC signatories, but their costs are tracked separately.

Vice Chair Bochenski clarified his question, asking whether any portion of the $377,000 includes legal work by Ohnstad Twichell or is it strictly limited to engineering services and outreach. He noted that he expected some legal involvement as part of those efforts.

Ms. Schmidt said her understanding is the $377,000 reflects engineering costs only.

Vice Chair Bochenski stated this differs from his understanding based on prior FAC discussions and indicated he would have additional questions when this item is considered later on the agenda.

Director Dardis said he would like to call on Mr. Bogar or Director Erdmann regarding the recent meeting between the DWR and the Water Topics Overview Committee (WTOC). He noted Director Erdmann has been closely following the discussions and Mr. Bogar was likely in attendance.

Director Dardis asked if they could provide insight into how LAWA and its relationship with Garrison Diversion is currently being perceived, particularly as it relates to the likelihood of securing the additional $259,000 in state funding. Based on his understanding, it did not appear to be very positive.

Mr. Bogar said that topic is scheduled for discussion later on the agenda and offered to address it now or at that time.

Director Dardis replied discussing it later would be acceptable, adding he believes it is an important issue for the board to pay attention to.

Statement of Work Agreed Upon Procedures - - Ms. Thompson presented the Statement of Work – Agreed Upon Procedures (AUP) which is conducted on a biennial basis. She reviewed the document provided by Eide Bailly (Annex VII) outlining the procedures to be applied. These include a review of cash receipts and disbursement processes, membership and dues billing, cost-share billing, financial reporting practices and related internal control activities associated with LAWA's 2024 and 2025 financial statements. The estimated cost to conduct the AUP is $7,875 plus expenses.

Ms. Thompson added the AUP is a budgeted item, and the FAC recommends board approval.

Motion by Director Broussard to approve the Statement of Work – Agreed Upon Procedures between LAWA and Eide Bailly at a fee of $7,875 plus expenses. Second by Director Carlsrud. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Motion carried.

Executive Director Job Description - - Bruce Grubb, City of Fargo, referenced the draft Executive Director job description included with the meeting materials (Annex VIII), outlining qualifications, responsibilities, and a proposed hiring timeline with a target start date of mid-June.

Mr. Grubb stated a staffing plan and timeline for the executive director position were introduced at the previous LAWA board meeting. Establishing dedicated staff will be critically important, particularly as LAWA leads the Water Delivery Agreement negotiations with participating users.

He reported the draft job description was reviewed by both the LAWA TAC and FAC at their meetings last week with both committees recommending board approval.

Mr. Grubb explained the draft was developed using sample job descriptions provided by Ohnstad Twichell, Mr. Bogar and Fargo's City Administrator position.

He further explained the executive director position will initially be structured as a contracted position administered through the City of Fargo, while functioning as a LAWA employee until such time that LAWA has capacity to assume the role directly.

Mr. Grubb added the executive director will serve as the chief executive and administrative officer of LAWA and will be accountable to the LAWA Board, as well as LAWA TAC and FAC. Key areas of responsibility include organizational leadership and governance, partner coordination, regional collaboration, member relations and stakeholder engagement, financial management and administration, planning and compliance and public representation.

Mr. Grubb noted the executive director will be expected to represent LAWA in both public and legislative settings. Minimum qualifications include a bachelor's degree in a related field with an advanced degree preferred, along with experience working with governing bodies, strong leadership and communication skills and knowledge of water systems.

The proposed salary range for the executive director position is $145,226 to $188,760, consistent with a director-level position within the City of Fargo's current pay plan.

Key priorities of the executive director for the next 12 to 24 months were also reviewed, including board alignment and organizational development, member relations and regional cohesion, project coordination and strategic advancement, financial oversight and funding strategy, external relations and advocacy and long-range vision and organizational readiness.

A draft hiring timeline was presented as follows:

- LAWA Board approval of job description: March 27, 2026
- Job posting/advertising: March 30 – April 17, 2026
- Review of applications: April 20 – 24, 2026
- Candidate interviews: May 4 – 8, 2026
- LAWA Board appointment: May 22, 2026
- City of Fargo contract approval: May 25, 2026
- Tentative start date: June 15, 2026

Mr. Grubb noted an error in the timeline, explaining with approval occurring at the current meeting, the position could not be posted by March 30. As a result, the application period would be shifted by approximately one week, while the remainder of the schedule would stay generally consistent.

Director Dardis asked where the position will be located.

Mr. Grubb said there is office space available at Fargo City Hall.

Mr. Grubb asked the board to consider formation of a selection committee and whether Chair Mahoney should appoint members to proceed with the interview and selection process.

Director Schmidt inquired whether benefits would be included as a part of this position and, if so, how those benefits would be administered.

Mr. Grubb replied the standard City of Fargo benefits package, including health insurance and retirement, would be provided.

Motion by Director Broussard to approve the Executive Director job description and to work with the City of Fargo Human Resources Department on posting the position and developing the necessary supporting contracts. Second by Director Schmidt.

Director Erdmann commented he had observed the March 26 session involving the DWR and Deloitte, who were engaged to conduct the governance study. He questioned whether the actions being considered by LAWA are aligned with, or could potentially conflict with, outcomes from the study. He noted ongoing discussions involving the DWR and the State Water Commission (SWC) could have implications for LAWA and asked whether proceeding at this time is the appropriate course of action.

Mr. Bogar stated, based on the information presented by Deloitte and ongoing discussions with the DWR and Garrison Diversion, LAWA will continue to play a role under any of the governance options considered. Establishing an executive director position would be appropriate and compatible with any of the potential structures.

Director Meyer asked if the users would be required to commit to proportional staffing allocation costs prior to hiring the executive director, or will the position be filled first and the cost participation to follow.

Mr. Bogar responded, as Vice Chair Bochenski mentioned, Fargo and Grand Forks have already committed to covering these costs for the current year. Discussion will continue regarding whether other users will participate in the 2026 contribution, but the initial commitment is in place.

Director Carlsrud stated while his remaining time on the board is limited, the issue has drawn his attention. At some point, he will need additional information presented to Valley City leadership by a LAWA representative. He will support the effort at this time, but it remains an area of concern.

Chair Mahoney noted as previously stated by Director Dardis, 2026 budgets have largely been finalized. Fargo has included funding in its budget to cover these costs, if necessary, as referenced by Vice Chair Bochenski, but emphasized the importance of preparing for 2027. As the next budget cycle approaches, all participating users should clearly understand expectations and potential financial commitments. Any voluntary contribution from users in 2026 would be very helpful.

Chair Mahoney further stated LAWA intends to move forward promptly, emphasizing it is time to advance the project. The executive director is expected to work with Garrison Diversion to maximize efficiency and seek opportunities for cost sharing.

Chair Mahoney stressed the need for improved communication, noting broader outreach and engagement will be necessary to build support and understanding among stakeholders.

Director Erdmann commented in response to Director Meyer's question, the executive director, once hired, would focus on engaging with smaller users and all MOC signatories. The key priority during the first 12 to 24 months would be strengthening member relations and ensuring participants are informed and aligned.

Director Schmaltz asked what would happen if some small users choose not to pay their allocated shares.

Mr. Bogar responded if participation decreases, for example, if only eight users ultimately participate instead of 23 that have signed MOCs, the proportional cost share would be redistributed among participating members, noting that Fargo could ultimately absorb around 68 percent of those costs.

Director Schmaltz expressed his concern that if Grand Forks and Fargo step in to cover costs for smaller users who do not pay, the financial burden on remaining participants will increase. If additional smaller users withdraw, the proportional share for others could continue to rise and questioned whether Grand Forks and Fargo would continue to absorb those increasing costs.

Chair Mahoney said yes.

Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Motion carried.

AE2S Extension Agreement - - Ms. Thompson referenced the request for an extension (Annex IX) of the AE2S contract that is providing Mr. Bogar's services. The current extension expires at the end of March. A three-month extension is being requested, which basically covers the time it will take to hire an executive director.

Ms. Thompson stated the terms are $40,000 for those three months with a not-to-exceed number. The current extension does have some budget remaining that will be rolled forward. What the FAC is trying to do with this contract and the previous extension as well is to be more efficient regarding reduced time for meetings, with more virtual meetings being held.

This extension is intended to support the efforts of the executive director with transition as a priority.

Motion by Director Breker to approve a three-month extension ending June 30, 2026, on the agreement between LAWA and AE2S for consulting services in an amount not to exceed $40,000. Second by Director Dardis. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Absent: Carlsrud. Motion carried.

Task Order 9610, 2025-2027 Biennium User Outreach and Financial Modeling Support - - Mr. Grubb stated it is important for LAWA to become more formally engaged in user outreach. With the adoption of the split delivery model for the project, LAWA became responsible for entering a Water Supply Agreement with Garrison Diversion and a Water Delivery Agreement with participating users. The Water Delivery Agreements must be negotiated with the participating users, and additional financial modeling is needed to update user cost estimates.

The recent announcement of $150 million in federal funding for the project is expected to help reduce overall project costs. The financial team has been reviewing the financial models to determine the impact on each user.

The primary objective of Task Order 9610 (Annex X) is to plan and facilitate regular meetings with the MOC signatories to support their understanding of and potential participation in the legal agreements required for involvement in the RRVWSP.

The scope of work includes task order administration, coordination with Garrison Diversion/LAWA boards and committees, communication and outreach with 23 MOC signatories, facilitation of meetings to support the development of the Water Delivery Contract and refinement of the project's financial model. The cost of the task order is $1,182,881.

Todd Feland, City of Grand Forks, explained LAWA has worked to organize more regional, group-based meetings, which helped reduce the scope and cost of the task order. The DWR provided input during development of the task order. The original estimated cost of $2.5 million has been reduced to approximately $1.18 million. Upcoming user outreach meetings will focus on both financial considerations and development of agreements, which is why significant effort is being dedicated to advancing those agreements.

Mr. Feland emphasized the importance of this task order, noting it will be led by LAWA and ultimately incorporated as an attachment to the Water Distribution Agreement between LAWA and its users. Similarly, the operational planning task order will also become an attachment to that agreement.

Mr. Feland further stated LAWA is working to better manage the task orders. The board is being asked to approve the task orders and authorize moving forward with the specific actions described within them. He added the financial team is working to complete draft Water Delivery Agreements for users to review during outreach meetings.

He added the specific question for the DWR is whether LAWA may include hours spent with its legal firms during user outreach meetings as eligible costs under the task order. The $259,000 shown on the revenue side for state cost share represents the amount LAWA intends to request.

Vice Chair Bochenski said discussions with DWR indicated cost share would be available for user outreach activities. As a result, he believes the task order may need to be amended so that Ohnstad Twichell can determine the eligible portion. This would provide a strong mechanism to ensure receipt of the cost share funds.

He further indicated a meeting was scheduled later that day with DWR, and he would confirm the cost share eligibility and process at that time so implementation could begin immediately thereafter.

Director Schmidt asked if the financing for this task order would come through LAWA's operating budget or through state funding.

Mr. Feland responded the task order would be funded through a 75 percent state and 25 percent local cost-share arrangement. The DWR has preliminarily approved that eligibility, subject to final approval.

Mr. Bogar added from a budgeting standpoint, systems participating in Series F financing would provide the 25 percent local cost share. He clarified it would not come from LAWA's operating budget, but rather through Series F financing.

Motion by Director Erdmann to approve Task Order 9610, 2025-2027 Biennium User Outreach and Financial Modeling Support, in the amount of $1,182,881. Second by Vice Chair Bochenski. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Broussard, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Nilson, Schmaltz and Schmidt. Those voting nay: none. Absent: none. Motion carried.

RRVWSP UPDATE

Construction Update - - Kip Kovar, Deputy Program Manager, RRVWSP Engineering, Garrison Diverison, reported two of the contractors would like to start installing pipeline next week. This will depend on whether frost conditions will allow construction activities to proceed. In the meantime, significant aggregate and pipe deliveries have been taking place.

Mr. Kovar provided a PowerPoint presentation on the status of RRVWSP pipeline construction contracts. He reported 59 miles of pipeline are under contract or completed, with 30 miles in the ground and 45 miles shovel ready. Timelines for key contracts include Contract 5C expected to be completed this fall, 5D this summer, and 6A in 2027.

Aggregate deliveries are underway for Contracts 6B, 6C and 7A, which were recently bid. Pipe delivery at 6B and 6C is expected in May, with pipe delivery for 7A expected in July.

The goal is to install approximately 14 miles of pipeline in 2026.

Mr. Kovar further reported the engineering team anticipates beginning intake work at the McClusky Canal. This includes bidding Contract 1 at the BWTP for road construction and site leveling. Bid plans and specifications are expected to be ready for presentation to the TAC and Garrison Diversion's Red River Valley Committee by July.

The engineering team has also begun meeting with the Western Area Power Administration (WAPA) and Central Power regarding electrical service needs at the BWTP site.

McClusky Canal Update - - Mr. Kovar reviewed ongoing planning efforts for required improvements at the McClusky Canal prior to project startup, including water quality analysis, flow requirements, and anticipated operational enhancements.

Mr. Kovar explained the canal is approximately 59 miles long, and the water quality remains very fresh for the first 36 miles; however, from Mile Marker 36 to Mile Marker 59, where the intake is located, the canal is considered a dead end, resulting in significant evaporation and stagnant conditions. The conditions create an "ocean effect" or "Devils Lake effect" contributing to increased salinity in the water.

The engineering team is evaluating options to improve water quality and freshen the final 20 miles of the canal. One concept under consideration would involve blocking off a portion of the canal and pumping water upstream through Painted Woods Creek. This strategy could potentially be implemented during the early spring prior to irrigation season, after which the canal would be allowed to refill, and additional water quality testing would be conducted to evaluate the effectiveness of the approach. The goal is to reduce salinity levels before water reaches the BWTP, as higher salinity would increase treatment costs.

Pilot Test Results

Kurt Ronnekamp, BV, presented findings from a pilot program evaluating water treatment at two locations. The purpose of the test was to determine whether water could be adequately preconditioned for ultraviolet (UV) disinfection and meet applicable regulatory requirements.

At Site A, located near the facility headworks at Lake Audubon, water quality conditions were more favorable and generally aligned with preliminary design assumptions. Site B, located near Highway 200 by the Garrison Diversion maintenance facility, presented more challenging conditions, including higher total organic carbon (TOC), turbidity, and total dissolved solids (TDS).

The pilot program evaluated multiple treatment processes, including coagulation, flocculation, sedimentation, UV disinfection, and chemical disinfection with chlorine, along with solids production and sludge handling.

Overall conclusions:

>Pilot demonstrated water treatment goals of the Record of Decision (ROD) can be achieved using the unit processes included in the BWTP Preliminary Design

>Significant difference in influent water quality between the sites will impact operations including:

- Higher coagulant dosages required for Site B
- Increased blowdown frequency and increased residuals to the solids handling system for Site B

>Higher chlorine dosage may be necessary to maintain residual in pipeline, and chloramination at or near BWTP may be needed to reduce disinfection byproduct formation

Mr. Ronnekamp said the goal is to complete the pilot testing results, with a draft report expected within the next month. Conclusions from the testing will be incorporated into the BWTP preliminary design. BWTP capital costs will then be developed and evaluated, leading to preparation of the scope of services and final design for the facility.

Mr. Ronnekamp reported a design contract kickoff is anticipated at the BWTP site later this year in order to take advantage of the 2026 construction season. The estimated cost for this phase of the project is approximately $20 million and will primarily include road improvements, mass grading and excavation of the shaft for the pumping station that will convey water from the canal.

He explained a second phase of work is planned for 2027, which will include construction of the shaft liner, a tunnel and canal intake structure.

Chair Mahoney asked how the contaminants observed in the water could affect projected operation and maintenance costs.

Mr. Ronnekamp responded the operation and maintenance costs may increase slightly due to the decreased water quality; however, the extent of the impact is not yet known.

2023-2025 Biennium Work Plan/Budget - - The RRVWSP 2023-2025 Biennium Work Plan dated February 10, 2026, in the amount of $246 million is included in the meeting materials for the board's information. There have been no changes since the last meeting.

2025-2027 Biennium Work Plan/Budget - - The 2025-2027 Biennium Work Plan/Budget dated February 10, 2026, totaling $273 million is included with the meeting materials for the board's information. The latest pipeline contracts have been incorporated in the table.

Mr. Bogar stated LAWA, Garrison Diversion and BV are evaluating options for allocating the recently approved federal funding for the Eastern North Dakota Alternate Water Supply (ENDAWS) portion of the project. This will result in an adjustment in the 2025-2027 Biennium Work Plan/Budget. Once the adjustments are determined, approval will be required from LAWA and Garrison Diversion boards.

Program Schedule

Mr. Kovar referenced the RRVWSP program schedule included in the meeting materials, which has been updated to include Contracts 6B, 6C and 7A.

Federal Funding Update

Chair Mahoney reported the Water Topics Overview Committee met on March 26, during which an update on the RRVWSP was provided. The federal funding has not yet been fully allocated because the engineering team is evaluating the best use of the funds, whether they go toward additional pipeline installation or improvements at the McClusky Canal.

Chair Mahoney added one challenge is determining the timing and availability of federal funds. Senator Hoeven secured $100 million through the One Big Beautiful Bill Act (OBBBA), and those funds are expected to be available. However, the additional $50 million authorized in S.4040 has not yet been appropriated. The proposed use of the $100 million is expected to be presented by the June board meeting.

Chair Mahoney also reported the engineering team is currently working with WAPA to secure power for the BWTP site, although the process will take time.

In addition, Chair Mahoney stated Senator Hoeven has established a timeline to secure the full $454 million in federal funding by 2030, and the engineering team is developing a work plan to meet that goal.

Senator Nelson, who serves on the WTOC, asked during the meeting whether the project cost share would remain at 75 percent state and 25 percent local.

Chair Mahoney stated there is still a need to educate the WTOC members regarding the project funding structure because the 75-25 split has already been committed. However, if the state receives the full $454 million in federal funding, the state's share of the project cost would decrease substantially from the $954 million identified in legislative intent. The additional federal funding could reduce the state contribution by at least $300 million. The same reduction principle would apply to local project participants, potentially reducing the local cost share obligation by approximately $108 million.

Water Topics Overview Committee - - Mr. Bogar provided a report on the WTOC, noting a portion of the meeting was held jointly with the SWC. During the meeting, consultants from

Deloitte reviewed a draft governance and finance study report. In addition to the RRVWSP, the study also included the Southwest Pipeline Project and the Northwest Area Water Supply Project.

Mr. Bogar stated Deloitte evaluated all three projects as regional systems and developed three governance options for consideration regarding the RRVWSP. The first option would involve no major structural changes, but instead focus on enhancing and improving relationships between Garrison Diversion and LAWA, with DWR assisting in improving coordination and project decision-making processes.

The second option would provide the DWR and SWC with an official role in the project through the establishment of a committee intended to help guide and streamline decisions.

The third option would involve the state assuming ownership of the RRVWSP, similar to the Southwest Pipeline Project, with the state owning and operating the project.

Mr. Bogar said a question was raised regarding a potential fourth option in which LAWA would own the project.

According to Mr. Bogar, Deloitte responded that option had not been evaluated as part of the study, although the report has not yet been finalized.

Mr. Bogar reported a follow-up meeting with DWR and parties involved in the study was scheduled for later that day. LAWA intends to seek additional information regarding the potential ownership option.

Mr. Bogar added that Deloitte presented a second report addressing the SWC's cost-share policy. RRVWSP's cost share arrangement was approved by the legislature and is established in state statute.

Mr. Bogar commented on the general atmosphere surrounding the project during the WTOC discussion, stating committee members had varying perspectives. Some legislators understand the complexities and dynamics within the project and recognize the need for continued improvement. Those legislators appreciate the input provided by Mr. Haase and viewed it as a positive development for the project.

Director Dardis asked who is going to claim the additional federal funding obtained for the project.

Mr. Bogar responded the allocation of additional federal funding is also addressed in state statute, which was approved during the last legislative session. Under the statute, the state would receive credit for 75 percent of the additional funding, and the local participants would receive credit for 25 percent.

Mr. Bogar stated the DWR has two months to gather feedback on the governance studies and then finalize the studies.

Mr. Bogar added he would provide the board members with a direct link to Deloitte's draft reports.

Director Erdmann cautioned board members that some of the comments made by Deloitte did not accurately reflect the level of coordination and cooperation between LAWA and Garrison Diversion.

Chair Mahoney stated addressing and improving those issues would be part of the executive director's responsibilities. LAWA intends to work closely with Garrison Diversion over the next year to strengthen coordination and collaboration efforts, which is one of the organization's goals for 2026.

UNFINISHED BUSINESS

None

NEW BUSINESS

ND Insurance Reserve Fund - - Mr. Bogar referenced the North Dakota Insurance Reserve Fund (NDIRF) annual meeting notice. The purpose of the 2026 Annual Meeting is to review 2025 business, discuss current and future business and elect representatives to the NDIRF Board of Directors in the in the "At Large", "Schools" and "Others" categories.

Mr. Bogar added LAWA is eligible to vote at the annual meeting, which is scheduled for May 7 in Bismarck.

Chair Mahoney stated he would ensure there is representation present to vote at the annual meeting.

LAWA FAC Change - - Mr. Bogar reported Brenda Klein will replace Gwen Crawford as Valley City's representative on the LAWA FAC. Because the LAWA board appoints the members of the committee, board action is required for this change.

Motion by Director Carlsrud to approve Brenda Klein as Gwen Crawford's replacement on the LAWA Financial Advisory Committee. Second by Director Dardis. Upon voice vote, motion carried.

Resolution of Appreciation - - Mr. Bogar referenced the resolution of appreciation (Annex XI) for Director LaVonne Althoff acknowledging her time spent on the LAWA board. Vice Chair Bochenski read the resolution aloud in recognition of Director Althoff's long-time service and dedication.

Motion by Director Breker to approve the Resolution of Appreciation for LaVonne Althoff. Second by Director Bigwood. Upon voice vote, motion carried.

Chair Mahoney adjourned the meeting at 3:15 p.m.

Timothy Mahoney, Chair

Brent Bogar, Acting Secretary

Annex I
26-61

REGISTRATION

LAWA Board Meeting
Fargo Commission Chambers
March 27, 2026

NAME	ORGANIZATION
Kit Kovar	GDCD
Al Grasser	City of Grand Forks
Todd Feland	City of Grand Forks
Bruce Grubb	City of Fargo
Susan Thompson	City of Fargo
Tami Norgard	Vogel Law Firm
Mori Martin	GDCD
Kurt Ronnekamp	BV
Shaw Gaddie	AGS
Dave Anderson	GDCD
Dave Piepkorn	Fargo
Ken Vein	GDCD
JEFF LeDOUX	GDCD
DAN PORTIOCK	FARGO
Kory Sondreal	ECRWD

Lake Agassiz Water Authority

2026 Budget of Analysis Statement
For the period of January 1, 2026 - February 28, 2026

Income	Budget 2026	Actual as of 02.28.26	Balance of Budget
Dues Income	$ 35,000.00		$ 35,000.00
Participant Transfers	$ 250,000.00		$ 250,000.00
**State Cost-Share	$ 259,940.55		$ 259,940.55
Cost Share-Interim Finance			$ -
Total Income	**$ 544,940.55**	**$ -**	**$ 544,940.55**
Expenses			
Dues Expenses	$ 6,500.00	$ 6,250.00	$ 250.00
ND Water Users Association	$ 5,000.00	$ 5,250.00	$ (250.00)
ND Water Coalition	$ 1,000.00	$ 1,000.00	$ -
ND Rural Water Systems Assoc.	$ 500.00		$ 500.00
Org Expenses	$ 10,800.00	$ -	$ 10,800.00
Accounting	$ 10,000.00		$ 10,000.00
Directors Expense	$ -		$ -
Insurance	$ 550.00		$ 550.00
Admin Expense	$ 250.00		$ 250.00
Legal/Prof Serv	$ 526,488.25	$ 48,242.19	$ 478,246.06
**Ohnstad Twichell, P.C.	$ 187,982.00	$ 40,362.50	$ 147,619.50
**AE2S	$ 100,000.00		$ 100,000.00
**Admin Support	$ 200,000.00		$ 200,000.00
Garrison Diversion - Bernhardt	$ 31,006.25	$ 7,879.69	$ 23,126.56
Garrison Diversion - Effertz Law	$ 7,500.00		$ 7,500.00
Total Expenses	**$ 543,788.25**	**$ 54,492.19**	**$ 489,296.06**

Beginning Bank Balance 1-1-2026		$ 72,062.00
Income Received		$ -
Bank Fees		$ (138.53)
Total Funds Available		**$ 71,923.47**
Check #1298 Ohnstad Twichell	$ 10,214.00	
Check #1299 Ohnstad Twichell	$ 20,053.00	
Check #1300 ND Water Coalition	$ 1,000.00	
Check #1301 ND Water Users	$ 5,250.00	
Check #1302 GDCD(Bernhardt)	$ 7,879.69	
Check #1303 Ohnstad Twichel	$ 10,095.50	
Total Expenses	$ 54,492.19	
Ending Bank Balance		**$ 17,431.28**

Garrison- iversion oard

YTD Billing

Reset

Year: All | Project Name: All | Consultant: All | YTD | 12 Month Lookback | Custom

YTD Monthly Billing Summary

Consultant	Jan 2026	Feb 2026	Total
Black & Veatch Corporation	790,011.91	391,791.69	**1,181,803.60**
Advanced Engineering and Environmental Services, LLC	621,290.99	201,063.29	**822,354.28**
American Engineering Testing, Inc.	12,290.38		**12,290.38**
Apex Engineering Group	3,920.00	2,080.00	**6,000.00**
Braun Intertec Corporation	6,743.00		**6,743.00**
Burian & Associates	32,191.25	11,375.00	**43,566.25**
E-Builder	108,115.88		**108,115.88**
Moore Engineering Inc.	71,556.46	3,298.17	**74,854.63**
Prairie Soil Consulting, LLC	16,233.41		**16,233.41**
Stantec Consulting Services, Inc.	50,082.72		**50,082.72**
Ulteig Engineers Inc	4,718.25	1,044.00	**5,762.25**
Verdantas	24,240.00	32,000.00	**56,240.00**
Veteran Testing and Inspecting, LLC	4,319.00	1,018.00	**5,337.00**
Wilson Water Group, LLC	6,255.00		**6,255.00**
Materials Testing Consulting		262,813.00	**262,813.00**
Total	**1,751,968.25**	**906,483.15**	**2,658,451.40**

Consultant Billing Summary

Consultant	Billing Amt	% of Total
Black & Veatch Corporation	1,181,803.60	44.5%
Advanced Engineering and Environmental Services, LLC	822,354.28	30.9%
American Engineering Testing, Inc.	12,290.38	0.5%
Apex Engineering Group	6,000.00	0.2%
Braun Intertec Corporation	6,743.00	0.3%
Burian & Associates	43,566.25	1.6%
Moore Engineering Inc.	74,854.63	2.8%
Prairie Soil Consulting, LLC	16,233.41	0.6%
Stantec Consulting Services, Inc.	50,082.72	1.9%
Ulteig Engineers Inc	5,762.25	0.2%
Verdantas	56,240.00	2.1%
Veteran Testing and Inspecting, LLC	5,337.00	0.2%
Wilson Water Group, LLC	6,255.00	0.2%
Materials Testing Consulting	262,813.00	9.9%
E-Builder	108,115.88	4.1%
Total	**2,658,451.40**	**100.0%**

Annex III
26-63

Change Order

Change Order No.: 02

Date of Issuance: 03-06-2026 Effective Date: 03-06-2026

Owner: Garrison Diversion Conservancy District
Contractor: Carstensen Contracting, Inc.
Project: Transmission Pipeline East Contract 5D
Owners Project No: 8-301-520
Owners Contract Number: 5534

The contract is modified as follows upon the execution of this Change Order:
Change Order Requests Description:

COR 002 - Bid Item13 Gravel Pavement R&R	$44,500.00
002A Adjustments for quantity changes	(44,500.00)
Total	$0.00

Attachments: Detailed CORs Descriptions

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$61,677,275.00

Increase from previously approved Change Order:
(2,301,780.00)

Contract Price Prior to This Change Order:
$59,375,495.00

Increase of this Change Order:
$0.00

Contract Price incorporating this Change Order:
$59,375,495.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:
Substantial Completion Date: 05-29-2026
Ready for final payment: 07-31-2026

Increase from previously approved Change Orders:
Substantial Completion: 0 days
Ready for final payment: 0 days

Contract Times Prior to This Change Order:
Substantial Completion: 05-29-2026
Ready for final payment: 07-31-2026

Increase of this Change Order:
Substantial Completion: 0 days
Ready for final payment: 0 days

Contract Times with all approved Change Orders:
Substantial Completion: 05-29-2026
Ready for final payment: 07-31-2026

ACCEPTED:
By:____________________
Owner (Authorized Signature)
Printed:____________________
Title:____________________
Date:____________________

ACCEPTED:
By:____________________
Contractor (Authorized Signature)
Printed:____________________
Title:____________________
Date:____________________

Change Order Request Number: COR 002 - Bid Item13 Gravel Pavement R&R
Change order Request description:
Request quantity adjustment to Bid Item #13, Gravel Pavement Removal and Replacement. Original bid tab quantity is 120 LF. Actual planned quantity for gravel pavement removal and replacement is 220 LF (summary below).
Gravel road crossings called out on plans for Trench Section C, Unpaved.
59th Ave. - 40 LF
60th Ave. - 45 LF
62nd Ave. - 45 LF
1st St. - 45 LF
67th Ave. - 45 LF
Total per plan equals - 220 LF
Request for addition of 100 LF to bid item #13, Gravel Pavement Removal and Replacement

Total Change Order Request Amount $44,500.00

Total Commitment change amount: $44,500. **Contract Days Extension Requested:**

Change Order Request Number: 002A Adjustments for quantity changes
Change order Request description:
Multiple adjustments for Quantity changes from original bid tab and landowner agreement. See attached summary sheet for additional details.
Item 12.10 (Asphalt Pavement Removal) - Add 15 LF, $9,300
Item 12.20 (Asphalt Pavement Replacement) - Add 15 LF, $19,200
Item 22.10 (Remove/Stockpile Topsoil) - Add 345 LF, $2,760
Item 23.10 (Road Maintenance - Allowance) - Add to LS, $112,500
Item 28.10 (Granular Embedment Staging) - Add 345 LF, $36,225
Item 28.20 (Granular Embedment Placement) - Add 345 LF, $6,900
Item 29.10 (Artificial Trench Foundation Placement) - Deduct ($212,215.90)
New Item CO (Donnie Theis Crop Flood Agreement) - Deduct ($19,169.10)
Net Change - ($44,500) (offsets request for changes to Bid Item #13 in COR #2)
Total Commitment change amount: $-44,500. **Contract Days Extension Requested:**

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

RRVWSP Task Order 1520 – Operational Planning Phase 3, Amendment No. 2
Funding Source: 2023-2025 Biennium State Funding; Series D1 Local Funding
Effective Date: January 1, 2026

I. PROJECT AND TASK ORDER BACKGROUND

1. Phases 1 and 2 of Operational Planning were completed under previous task orders and the results have previously been reported.

2. Phase 3 of Operational Planning was initiated under this Task Order 1520. The original scope was for continued development of the following:

   A. Lake Audubon and McClusky Canal refreshening strategies,

   B. Developing James River alternative usage options,

   C. Updating Eastern North Dakota Alternate Water Supply (ENDAWS) water management strategies,

   D. Providing support to the U.S. Army Corp of Engineers (USACE) for their Water Control Manual (WCM) update and the 2020 North Dakota Department of Game and Fish (NDG&F) bathymetric survey,

   E. Assisting North Dakota Department of Water Resources (NDDWR) responses to Lake Ashtabula operational questions, and

   F. Initiating a Water Accounting Model based on the USACE WCM update outcomes and incorporating the 2020 NDG&F bathymetric survey.

3. Operational Planning Phase 3, Amendment No. 1. A previous amendment was executed to provide Garrison Diversion and LAWA ongoing operational support, review responses from NDDWR and USACE, complete required NDPDES reporting requirements, and support additional User Outreach Support.

4. Operational Planning Phase 3, Amendment No. 2. Going forward, LAWA and Garrison Diversion will each take a role in setting direction for operational planning. The allocation of roles and responsibilities for operations planning is on-going and will be worked out over the next few months. In the meantime, additional work has been completed as described below

and this amendment is to provide for completion of the Phase 3 Operational Planning scope of work.

II. TASK ORDER SCOPE

1. Portions of the original Phase 3 scope and Amendment No. 1 were used for additional requested tasks such as:

   A. Responding to questions from Precision Water Resources Engineering (PWRE) regarding StateMOD assumptions and performing new model runs,

   B. Reviewing the methodology by which future user demands were determined,

   C. Supporting other Project questions posed by the City of Fargo and the City of Grand Forks,

   D. Preparing for and participating in a December 2025 user meeting, and

   E. Assessing how changes in Red Lake River flows may impact StateMOD-assumptions.

   These efforts diverted money from the completion of the Phase 3 Operational Plan, which still needs to be completed. With this Amendment No. 2, the Phase 3 Operational Plan will be completed and a report will be delivered to Garrison Diversion and LAWA.

V. FEE

The total fee for Basic Services and Special Services provided under this task order amendment is estimated to be Ninety-Four Thousand Two Hundred Forty-Two Dollars ($94,242). The revised upper limit of the task order then becomes Seven Hundred Twelve Thousand Two Hundred Seventy-Two Dollars ($712,272).

VI. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by June 30, 2026.

VII. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

VIII. ACCEPTANCE

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

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

Dated: ____________________________

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

Dated: ____________________________

Black & Veatch Corporation
Professional Services for the Red River Valley Water Supply Project
Under General Agreement dated January 17, 2008

RRVWSP Task Order 1620 – Operational Planning Phase 4A, Part A
Funding Source – 2025-2027 Biennium State Funding; Series F Local Funding
Effective Date – January 1, 2026

Content of this Task Order (TO) is as follows:

I. PROJECT AND TASK ORDER BACKGROUND

1. A Draft Operational Plan was developed in 2009 and 2010 for the Federal RRVWSP under Task Order RR-4. Over the past three biennia, Phase 1, Phase 2, and Phase 3 draft operational plans were developed to support the State-led version of the RRVWSP.

2. The complexity and magnitude of the RRVWSP, along with the extended duration of design and construction, prompted a phased approach to operational and asset management planning.

   A. Phase 1 of operational and asset management planning focused on the development of frameworks to support the effective and efficient development of Operational and Asset Management Plans.

   B. Phase 2 of operational planning focused on the development of protocols for governance structure, drought monitoring, and water requests for Direct Pipeline Users (DPU) and Direct River Users (DRU). Source-water stability and quality were evaluated, and water management strategies were developed for utilizing ENDAWS as a secondary water source. Initial water accounting tools were created, and a predictive management system roadmap was established following the completion of in-depth analysis of monitoring triggers.

C. Phase 3 operational planning reviewed project goals and assumptions to outline remaining Project phases. The phase included monitoring and providing input on the Lake Traverse Water Control Manual Update and the Baldhill Dam/Lake Ashtabula Water Control Manual Update Decision Document by USACE. It also included evaluation of the benefits and uncertainties of providing water to RRVWSP users along the James River via surface water conveyance on the James River instead of pipeline conveyance. The annual review and certification were completed for aquatic invasive species (AIS) for the North Dakota Department of Environmental Quality (NDDEQ) under the North Dakota Pollutant Discharge Elimination System the (NDPDES) Permit. The StateMOD model was updated based on requested Fargo alternate return flows and bypasses as well as new Memorandum of Commitment nominations and points of service. Phase 3 also documented and summarized the transition from past Phase 2 efforts to future Phase 4 efforts.

3. In the past, Garrison Diversion has led operational planning. Going forward, the Lake Agassiz Water Authority (LAWA) will be an essential part of operational planning. The North Dakota Department of Water Resources (DWR) will also play a critical role in operational planning.

II. TASK ORDER OBJECTIVE

1. As Garrison Diversion, LAWA, and DWR develop a new model for operational planning, the objective of the Operational Planning Phase 4A Task Order will be to help these entities understand and prioritize the operational questions that most need to be answered to support the planned Water Supply and Water Delivery Contracts. It is expected to cover the period from January 1, 2026 to June 30, 2026. After the operational questions and issues are established and prioritized, an Operational Planning Phase 4B Task Order will be developed to provide additional technical information and analysis as requested.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, (Agreement) and Amendment No. 1 dated April 1, 2024.

IV. BASIC SERVICES

The Basic Services of this Task Order are provided below in the following tasks:

- Task 1 – Preparation for and Conducting an Operational Planning Meeting

- Task 2 – Preparation for and Completion of Technical Advisory Committee (TAC) meetings
- Task 3 – Operational Planning – Phase 4B Planning

1. **Task 1 – Preparation for and Conducting an Operational Planning Meeting.** As Garrison Diversion, LAWA, and DWR seek to define a new model for operations planning, an operational issues summary is needed that captures the operational issues that need to be resolved in the coming biennium and for the Water Supply and Delivery Contracts. The following is an initial list of those issues:

    - New Sedimentation Data for Lake Ashtabula
    - New USACE Decision Document for Lake Ashtabula operations
    - If more certainty with USACE regarding releases is needed
    - Updated Nominations from Users who have signed the Memorandum of Commitment (MOC)
    - Updated Points of Service from Users who have signed the MOC
    - Potentially Revised Fargo Returns and Red River Bypass
    - Existing assumptions for instream flow and what assumptions are to be made going forward
    - USACE Evaluation and Interpretation of Red Lakes River Flows Available During Drought
    - Planned update of the Red Lakes Dam/Red Lakes Water Control Manual
    - Transit Losses for TA Water
    - Final nominations from Grand Forks

Garrison Diversion, LAWA and the DWR have various levels of understanding of these issues, and the various parties have different understandings of how they should be addressed in the future. The objective of this task is to provide a factual basis for each issue by summarizing the issue, its implication for the project, and potential points of disagreement on how the issues should be addressed. This task includes scope for:

A. A summary of each operational issue will be developed that provides technical context for the decision makers to understand the issue and potential points of disagreement. The summary is expected to be a PowerPoint Presentation.

B. Preparing for and participating in a meeting with Garrison Diversion, LAWA, and the DWR to present and discuss each issue summarized above. It is expected there will be an in person workshop to review and discuss each item listed above

C. Summarizing comments and points of agreement/disagreement in the meeting and helping all parties develop an action plan for addressing the issues. An operational summary technical memorandum will be prepared that summarizes points of agreement and options for moving each issue to resolution.

2. **Task 2 - Preparation for and Completion of TAC Meetings.** The TAC will provide primary technical guidance for future operational planning. The scope provides for three TAC meetings.

   A. TAC Meeting 1 – Brief the TAC on the status of the infrastructure operational design questions for the intake, pumping stations, and biota water treatment plant (BWTP). This briefing will help the TAC formulate guidance for how to proceed with infrastructure final design.

   B. TAC Meeting 2 – Brief the TAC on the status of the outcomes for operational issues discussed in Task 2 so the TAC can formulate guidance on how to proceed with addressing final operational questions.

   C. TAC Meeting 3 – Review of the BWTP final design task order and review of the Operational Planning Phase 4 Part B task order.

3. **Task 3 – Phase 4B Operational Planning.** A scope for Phase 4 Part B Operational Planning will be developed and then finalized after review by Garrison Diversion, LAWA, and DWR. The task includes the effort needed to meet with the respective entities to determine the technical support that will be needed for the rest of the biennium.

V. SPECIAL SERVICES

There are no Special Services anticipated within this Task Order.

VI. DELIVERABLES

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

- Task 1 deliverables are:
  - Tabular summary of operational priorities to be considered by Garrison Diveron, LAWA, and DWR
  - Power Point presentation summarizing operational issues
  - Technical memorandum summarizing the joint workshop’s points of agreement and options for moving each issue to resolution
- Task 2 deliverables are:
  - Agendas and presentation materials for three TAC meetings
- Task 3 deliverable is the Phase 4 Part B scope and budget

VII. ADDITIONAL SERVICES

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

   A. Support of meetings with project Users as those services are covered under a separate task order.

   B. Completing additional StateMOD runs as that work is expected to be completed under Operational Planning Phase 4B.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. The Owner commits to review periods for interim deliverables of no more than 30 calendar days after receipt of deliverables from Engineer.

2. Review comments will be provided by the Owner either electronically in the native Word file in Track Changes Mode or they will be summarized in an MS Excel worksheet or MS Word document.

IX. FEE

The total fee for Basic Services and Special Services provided under this Task Order is estimated to be One Hundred Sixty-Six Thousand Dollars ($166,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by June 30, 2026.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

2. Attachment A – Fee Estimate Worksheets

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of our Task Order agreement, please print and sign this document. You should retain one copy for your files and return an electronic copy via email to Paul Boersma (BoersmaPM@BV.com) with Black & Veatch Corporation.

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

Dated: ____________________________

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

Dated: ____________________________

Statement of Work – Agreed Upon Procedures General

January 16, 2026 [Client#55478]

Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421-0140

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and Lake Agassiz Water Authority ("Client," "you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Eide Bailly will provide.

Courtney Richman is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the report.

Scope of Services

We will apply agreed-upon procedures to the Authority's cash receipts and disbursements processes, membership and dues billing processes, cost-share billing processes, financial reporting practices, and related internal control activities for the years under review ("subject matter") of Lake Agassiz Water Authority as of or for the periods ended December 31, 2025 and 2024. Lake Agassiz Water Authority is responsible for the subject matter.

This engagement is solely for the purpose of reporting our findings regarding the results of procedures #1-#7 as enumerated on the following page. This report is intended for use by the Board of Directors of Lake Agassiz Water Authority and is expected to be restricted to the use of these specified parties.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

As part of our engagement, we will request from management and/or those charged with governance written confirmation concerning representations made to us in connection with the agreed upon procedures. This will include confirmation that we have obtained from all necessary other parties' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes. You agree to provide such confirmation.

Engagement Objectives and Our Responsibilities

The objective of our engagement is to:

a) Apply specific procedures to the subject matter.

b) Issue a written report that describes the procedures applied and our findings without providing an opinion or conclusion on the subject matter.

c) Communicate further as required by professional standards applicable to an agreed-upon procedures engagement.

We will apply the following procedures:

1) Review bank statements and bank reconciliations and agree to financial statements for each year using December as the test month.

2) Review process of membership acceptance and related dues billings. Select sample of five member entities for each year and trace actual payment of dues from dues report to bank deposit.

3) Review process / procedures for cost share billings and determine if cost share billing agree to process and procedures for billing cost share. Select a random sample of five cost share transactions and trace to bank deposit. Verify that amounts paid are in agreement to the Series A and B financing agreements.

4) Sample expenditures for supporting documentation and related approvals. Select three disbursements per year that includes at least one payment to Garrison.

5) Review process of financial reporting to the Lake Agassiz Water Authority Board of Directors and determine adequacy. Review actual Board financial report for one random meeting per year.

6) Determine if appropriate internal controls are in effect for cash disbursements. Make recommendations for improvement in controls, if considered necessary. Validate that each check (sampled in number 4 previously) includes two authorized check signer signatures and one is the chairman of the Lake Agassiz Water Authority board.

7) Determine if appropriate internal controls are in effect for cash receipts. Make recommendations for improvement in controls, if considered necessary.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We are not engaged to, and will not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, we will not express an opinion or conclusion. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement. The procedures that we perform pursuant to the agreed-upon procedures engagement may be more or less extensive than the procedures that we would determine to be necessary had we been engaged to perform another form of engagement.

Management Responsibilities
The engagement to be performed will be conducted on the basis that you acknowledge and understand that our role is to perform an agreed-upon procedures engagement in accordance with attestation standards established by the AICPA and that you acknowledge and understand that you have responsibility:

a) for the subject matter;

b) to agree to and acknowledge that the procedures described within this letter are appropriate to assist the specified parties in determining whether the Authority's financial processes and related internal control activities are operating in accordance with expectations and to identify any opportunities for improvement (the "intended purpose of the engagement"); and

c) to provide us, prior to the completion of the engagement, with a letter that confirms certain representations made to us during the course of the engagement. If any modifications, including any additions or subtractions, are made to the procedures described in the attachment to this letter, you will agree to the procedures performed and acknowledge that such procedures are appropriate for the intended purpose of the engagement.

You agree to share all facts that may affect the subject matter, even if you first become aware of those facts after the date of our report but before the date the report is issued.

Reporting
Upon completion of our engagement, we will issue a written report. Our report will list the procedures performed and our findings. Our report will be addressed to you and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Our report will state the intended purpose of the engagement and will include a statement that you agreed to and acknowledged that the procedures are appropriate to meet the intended purpose of the engagement. The report will state that it may not be suitable for any other purpose.

Our report will include a statement that the procedures performed may not address all items of interest to the users of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

Engagement Administration and Other Matters
Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services.

Engagement Fees
Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the engagement will be $7,875, plus actual out-of-pocket expenses, administrative charges and a 5% technology fee. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in Professional Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the Statement of Work increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Termination

The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to these services. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for these services including the terms of our engagement and the parties' respective responsibilities. By signing this SOW, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

Eide Bailly LLP

Eide Bailly LLP

AGREED TO AND ACCEPTED:

Name: ____

Title: Administrative Officer

Date: ____

Certificate Of Completion

Envelope Id: F88BE7DE-1F3E-4508-8411-ACA133C12590		Status: Delivered
Subject: Complete with Docusign: LAWA Statement of Work.pdf		
Do Not Delete SRT:		
Source Envelope:		
Document Pages: 4	Signatures: 0	Envelope Originator:
Certificate Pages: 3	Initials: 0	Emilee Sylliaasen
AutoNav: Enabled		4310 17th Ave. S.
EnvelopeId Stamping: Enabled		Fargo, ND 58103
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		esylliaasen@eidebailly.com
		IP Address: 4.15.187.99

Record Tracking

Status: Original 1/16/2026 9:58:34 AM	Holder: Emilee Sylliaasen esylliaasen@eidebailly.com	Location: DocuSign

Signer Events	Signature	Timestamp
Merri Mooridian merrim@gdcd.org Administrative Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 8:18:59 AM ID: 03eb1c16-ae31-420b-9c6f-780253fd04cc Company Name: Eide Bailly		Sent: 1/16/2026 10:00:32 AM Viewed: 1/21/2026 8:18:59 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Courtney Richman crichman@eidebailly.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/16/2026 10:00:32 AM Viewed: 1/16/2026 10:12:28 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/16/2026 10:00:32 AM
Certified Delivered	Security Checked	1/21/2026 8:18:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Eide Bailly (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the æI agreeÆ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ôWithdraw Consentö form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Eide Bailly:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to techinfo@eidebailly.com

To advise Eide Bailly of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at techinfo@eidebailly.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Eide Bailly

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to techinfo@eidebailly.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Eide Bailly

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to techinfo@eidebailly.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the æI AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eide Bailly as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eide Bailly during the course of my relationship with you.

Lake Agassiz
Water Authority

www.lakeagassiz.org | 701-652-3194
PO Box 140, Carrington, ND 58421

Executive Director Job Description

Job Summary:

The Executive Director serves as the chief executive and administrative officer of the Lake Agassiz Water Authority (LAWA) and is accountable to the LAWA Board of Directors (Board) and its subcommittees, Technical Advisory Committee (TAC) and Financial Advisory Committee (FAC). The Executive Director is responsible for providing strategic leadership; managing the LAWA operations, finances, and external relationships; coordinating with project partners and regulatory agencies; and maintaining strong, transparent relationships with member entities.

The Executive Director leads the LAWA's administration in advancing regional water supply goals and objectives, overseeing long-term planning and project development, and ensuring alignment among diverse stakeholders while carrying out the policies and direction established by the Board.

This position requires a collaborative leader capable of navigating complex regional partnerships, public-sector governance, infrastructure development, and intergovernmental coordination.

The LAWA is a political subdivision of the State of North Dakota. The LAWA Executive Director is appointed by the Board.

Essential Duties and Responsibilities:

1. Organizational Leadership and Governance

- Serve as the primary advisor to the Board, TAC and FAC, providing professional guidance, analysis, and recommendations on policy, strategy, operations, and long-range planning. Implement Board-adopted policies and ensure that LAWA operates in compliance with its bylaws, member agreements, and applicable laws and regulations.
- Lead the development and execution of organizational goals, objectives, and performance measures aligned with LAWA's mission and regional water supply needs.

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- Establish and maintain effective internal controls, administrative systems, and management practices to ensure accountability and transparency.
- Recruit, supervise, and evaluate LAWA staff and consultants as applicable, fostering a culture of professionalism, collaboration, and safety.

2. Project Partner Coordination and Regional Collaboration

- Serve as LAWA's primary point of coordination with project partners, including member entities, engineering firms, contractors, and state and federal agencies.
- Lead and coordinate planning, development, and implementation of regional water supply projects, ensuring alignment among participating partners and stakeholders.
- Represent LAWA in interactions with state and federal agencies, including legislative committees, regulatory bodies, and funding organizations, to advance project approvals and secure financial support.
- Facilitate communication and cooperation among partners to resolve technical, financial, and governance issues associated with large-scale regional projects.
- Oversee the preparation and delivery of project-related presentations, reports, and briefings to partner boards, agencies, and legislative bodies as required.

3. Member Relations and Stakeholder Engagement

- Build and maintain strong, trust-based relationships with LAWA member entities, including elected officials, board representatives, and senior staff.
- Serve as the primary liaison between LAWA and its members, ensuring timely, accurate, and transparent communication regarding projects, finances, schedules, and policy matters.
- Attend and participate in member entity meetings as appropriate to support coordination, address concerns, and strengthen regional collaboration.

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- Develop and implement strategies to enhance member engagement, collaboration, and alignment with LAWA objectives.
- Address member questions, issues, and complaints in a proactive and constructive manner to ensure effective service and long-term confidence in LAWA.

4. Financial Management and Administration

- Direct the development, review, and administration of LAWA's annual operating and capital budgets, and recommend budgets to the Board for approval.
- Monitor financial performance, cash flow, and expenditures, ensuring alignment with approved budgets and long-term financial plans.
- Coordinate with auditors, financial advisors, and legal counsel on audits, financing, bonding, and compliance matters.
- Oversee grant applications, funding agreements, and reporting requirements related to state and federal funding sources.

5. Planning, Compliance, and Public Representation

- Lead long-range planning efforts related to capital improvements, system development, and regional water supply needs.
- Ensure compliance with applicable local, state, and federal laws, regulations, permits, and contractual obligations.
- Serve as the public spokesperson for LAWA, representing LAWA through public meetings, media interactions, legislative testimony, and community outreach as appropriate.
- Promote understanding of LAWA's mission, projects, and regional value among stakeholders and the general public.

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Minimum Qualifications:

1. Bachelor's degree in public administration, engineering, business administration, natural resources, or a related field; advanced degree preferred.
2. Significant senior-level experience in public-sector management, regional authorities, utilities, infrastructure development, or intergovernmental organizations.
3. Demonstrated experience working with governing boards and committees, multiple member entities, and complex stakeholder groups.
4. Strong leadership, communication, negotiation, and consensus-building skills.
5. Knowledge of water systems, infrastructure finance, regulatory environments, and regional collaboration models is highly desirable.
6. A valid driver's license is also required.

Reporting Relationship:

The Executive Director reports directly to the Lake Agassiz Water Authority Board of Directors.

Compensation:

Salary range of $145,226 - $188,760 depending on relevant education and experience.

Physical Demands & Working Conditions:

Most work is performed in a normal office environment. Work is generally light with considerable variety. Daily work often involves moving between buildings and rooms. Regular driving is required to attend meetings. There is considerable attention required to detail and deadlines.

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Activities include fingering, grasping, talking, hearing/listening, seeing/observing, repetitive motions. Work is sedentary: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects including the human body. Sedentary work involves sitting most of the time.

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First 12–24 Month Priorities:

During the first one to two years, the Executive Director will be expected to focus on establishing strong leadership, advancing regional coordination, and positioning the Lake Agassiz Water Authority (LAWA) for long-term success. Key priorities include:

1. Board Alignment and Organizational Foundation

- Develop a strong working relationship with the Board, TAC and FAC ensuring clear communication, mutual trust, and a shared understanding of roles, responsibilities, and decision-making processes.
- Review governing documents, bylaws, member agreements, policies, and procedures, and recommend updates or refinements as appropriate to support effective governance and operations.
- Establish clear internal management practices, reporting structures, and performance expectations to support transparency and accountability.

2. Member Relations and Regional Cohesion

- Meet individually with each member entity to understand their priorities, concerns, and expectations related to LAWA's mission and projects.
- Establish consistent, predictable communication practices with members, including regular updates on project status, finances, schedules, and emerging issues.
- Strengthen collaboration and trust among diverse member entities by fostering a culture of regional partnership and shared purpose.

3. Project Coordination and Strategic Advancement

- Gain a comprehensive understanding of all current and planned LAWA projects, including technical, financial, regulatory, and governance considerations.
- Coordinate closely with project partners, engineers, legal counsel, contractors, and funding agencies to maintain alignment, manage risks, and advance project milestones.
- Identify potential challenges or decision points early and provide clear, timely recommendations to the Board and member entities.

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4. Financial Oversight and Funding Strategy

- Review LAWA's financial position, budgets, funding agreements, and long-term financial plans to ensure sustainability and alignment with project needs.
- Work with financial advisors and funding partners to position LAWA for future financing, grants, and legislative support as projects advance.
- Ensure strong financial controls, reporting practices, and audit processes are in place and clearly understood by the Board and members.

5. External Relations and Advocacy

- Establish and strengthen working relationships with state and federal agencies, legislative bodies, and other regional partners relevant to LAWA's mission.
- Serve as a credible and consistent spokesperson for LAWA, clearly communicating LAWA's goals, progress, and regional value to external stakeholders.
- Support legislative and regulatory engagement necessary to advance projects and protect the LAWA's long-term interests.

6. Long-Range Vision and Organizational Readiness

- Work with the Board, TAC, FAC and members to refine or affirm a long-range strategic vision for LAWA, including future system development, governance evolution, and regional role.
- Assess organizational capacity and resource needs as projects and responsibilities expand, and recommend appropriate staffing or consultant support when necessary.
- Lay the groundwork for sustained organizational effectiveness beyond the initial development phase.

AE2S PROJECT NO.: P00214-2024-001

AMENDMENT TO CLIENT – AE2S LETTER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: April 1st, 2026.

Background Data

Effective Date of Client – AE2S Letter Agreement: June 27th, 2024

Client:	Lake Agassiz Water Authority
AE2S:	Advanced Engineering and Environmental Services, LLC
Project:	LAWA 2025 Legislative Strategy Support

Nature of Amendment:

X Modifications of payment to AE2S

X Modifications to time(s) for rendering services

Description of Modifications:

a. For the Additional Services or the modifications to services set forth above, Client shall pay AE2S the following additional or modified compensation on an hourly basis in accordance with AE2S's current Hourly Fee Schedule attached hereto, not to exceed $40,000.00 without written authorization from Client, plus reimbursement for all project related expenses.
b. The schedule for rendering services under this Amendment is modified as follows: Strategic support and communications services will be extended to June 30, 2026.

Agreement Summary:

Original agreement amount:	$ 145,778
Net change for prior amendments:	$ 154,000
This amendment amount:	$ 40,000 (including $2,500 for expenses)
Adjusted Agreement amount:	$ 343,778

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Client and AE2S hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

CLIENT: Lake Agassiz Water Authority		AE2S: Advanced Engineering and Environmental Services, LLC	
By:	____________________	By:	____________________
Print name:	____________________	Print name:	Darrell Casteel
Title:	____________________	Title:	Chief Operating Officer
Date Signed:	____________________	Date Signed:	____________________

RRVWSP Task Order 9610 – 2025-27 Biennium User Outreach and Financial Modeling Support

Task Order Effective Date: December 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Previous biennia's task orders authorized professional services to engage potential Users as necessary to obtain commitments to the RRVWSP in the form of a Project Participation Agreements (PPAs). During the previous biennial period, Garrison Diversion/LAWA changed the focus from getting PPAs in place to getting Users to sign a Memorandum of Commitment (MOC). Signed PPAs would then follow the MOCs as a second step. To date, 22 Users have signed MOCs to participate in the Project. Of those 22 Users, seven signed the Series D2 local user financing agreement whereas six signed the Series F local user financing agreement that came later.

The primary objective of this Task Order is to plan and facilitate regular meetings with MOC signatories to enable them to understand and consider signing legal contracts needed to participate in the RRVWSP. As part of this Task Order, the management team will provide:

- Coordination of meetings including scheduling location, meeting times, and attendees between Users and LAWA/GDCD, and
- Financial modeling support as requested by the MOC signatories and approved by the management team and to facilitate State understanding of future cost-share requirements.

Another objective of the Task Order is to engage and inform additional Users who have not yet signed an MOC to participate but have an interest in participating.

TASK ORDER SUMMARY

Basic Services: The following services are to be provided by the team of Black & Veatch, Burian & Associates, and AE2S:

Task Description	Fee
1. Task Order Management and Administration	$155,389
2. Coordination with GDCD/LAWA Boards and Committees	$205,372
3. Communication/Outreach with Memorandum of Commitment Signers	$152,685
4. Meetings with Individual MOC Signatories in Support of the Water Distribution Contract	$377,020
5. Refined Financial Modeling	$292,415
Totals	$1,182,881

Special Services: There are no unique or specialized services being provided under this authorization.

PROJECT OVERVIEW

A list of the 22 MOC signatories is included in the Task Order along with delineation of those that have signed local financing agreements. Deliverables provided under this Task Order are as follows:

- Handouts/presentations for board and committee meetings
- Bi-monthly communication material for the MOC signers
- Financial meeting handouts for MOC signers
- Updated financial analysis and exhibits

Black & Veatch Corporation
Professional Services for the Red River Valley Water Supply Project
Under General Agreement dated January 17, 2008

RRVWSP Task Order 9610 – 2025-27 Biennium User Outreach and Financial Modeling Support

Effective Date – December 1, 2025

Content of this Task Order (TO) is as follows:

I. PROJECT AND TASK ORDER BACKGROUND

1. The overall task order objective for the 2023-2025 Biennium was to secure signed Project Participation Agreements (PPAs) from the prospective Users. This objective was modified to secure signed Memoranda of Commitments (MOCs) from prospective Users. The 2023-2025 User Outreach Task Order resulted in the Users shown on Table 1 signing a MOC to participate in the RRVWSP.

2. The purpose of this Task Order is to provide communications and financial modeling support to committed and potential RRVWSP Users to help them complete required contract negotiations to become full project participants. LAWA will provide direction and management of this Task Order with support of the Engineer and staff of GDCD. This will include the development of a Management Team with staff representatives of both entities and the Engineer.

Table 1 – RRVWSP Users Who Have Signed a MOC

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Fargo/ West Fargo/ Cass Rural Water District	83.7	Signed Series D2 MOC
Grand Forks	28.1	Signed Series D2 MOC
Carrington	0.5	Signed Series D2 MOC with Nomination Decrease
Mayville	0.5	Signed Series D2 MOC
Hillsboro	0.5	Signed Series D2 MOC
Cooperstown	0.2	Signed Series D2 MOC
Series F Signed Subtotal	**113.50 cfs**	
Valley City	2	Signed Series D2 MOC with Nomination Increase
Signed Series D2, Not-Series F	**2.00 cfs**	
Jamestown	11	Signed MOC
Wahpeton	6	Signed MOC with Nomination Increase
East Central Regional Water District (Grand Forks Traill, Traill Rural, Larimore)	4.4 (3.00, 1.10, 0.30)	Signed MOC
Southeast Water Users District	4	Signed MOC with Nomination Increase
Richland County	4	Signed MOC with Nomination Increase
Dickey County	4	Signed MOC - New
Northeast Regional Water District & Langdon	3.2	Signed MOC
LaMoure County	3	Signed MOC - New
Grafton	2	Signed MOC
Traill County	1.22	Signed MOC - New
Sargent County	1	Signed MOC - New
Lisbon	1	Signed MOC with Nomination Increase
Walsh Rural Water District	1	Signed MOC
Agassiz Water Users District	1	Signed MOC
Washburn	0.45	Signed MOC - New
McLean-Sheridan Water District	0.42	Signed MOC
Post Series D2 Signed MOC Subtotal	**47.69 cfs**	
Total Signed MOC's	**163.19 cfs**	

The current, approximate, cost allocations made to each MOC signatory as a percentage of total project costs is shown in Table 2. These cost allocations are expected to change with ongoing financial modeling updates and potential changes to the MOC participant list.

Table 2 – RRVWSP 2026 Financial Model Update (September 5, 2025)

MOC Category	User	Draft MOC Allocation Model Run (2-Tier)	Total Nomination	Domestic Nomination	Industrial Nomination	Draft 2-Tier Financial Model Allocation Notes
Series D2 + F	Fargo / West Fargo / Cass Rural	62.06%	83.70	66.30	17.40	All Tier 1 RRV Costs
Series D2 + F	Grand Forks	16.64%	28.10	13.80	14.30	RRV - Tier 1 Industrial / Tier 2 Domestic
Series D2 + F	Carrington / Carrington JDA	0.25%	0.50	0.00	0.50	CE - Tier 1 Industrial
Series D2 + F	Hillsboro	0.22%	0.50	0.00	0.50	RRV - Tier 2 Industrial
Series D2 + F	Mayville	0.22%	0.50	0.00	0.50	RRV - Tier 2 Industrial
Series D2 + F	Cooperstown	0.15%	0.20	0.00	0.20	RRV - Tier 1 Industrial
Series D2 + F	**Signed Series D2 + F Subtotal**		**113.50**	**80.10**	**33.40**	
Series D2	Valley City	1.18%	2.00	1.00	1.00	RRV - Tier 1 Industrial / Tier 2 Domestic
Series D2	**Signed Series D2, Not Series F**		**2.00**	**1.00**	**1.00**	
Post D2	Jamestown	2.94%	11.00	0.00	11.00	CE - Tier 2 Industrial
Post D2	Wahpeton	2.63%	6.00	1.50	4.50	RRV - Tier 2 Domestic and Industrial
Post D2	East Central Regional Water District	1.93%	4.40	1.00	3.40	RRV - Tier 2 Domestic and Industrial
Post D2	Richland County	1.75%	4.00	0.00	4.00	RRV - Tier 2 Industrial
Post D2	Southeast Water Users District	1.75%	4.00	1.00	3.00	RRV - Tier 2 Domestic and Industrial
Post D2	Dickey County	1.75%	4.00	0.00	4.00	RRV - Tier 2 Industrial
Post D2	Northeast Regional Water District	1.40%	3.20	0.00	3.20	RRV - Tier 2 Industrial
Post D2	LaMoure County	1.31%	3.00	0.00	3.00	RRV - Tier 2 Industrial
Post D2	Grafton	1.21%	2.00	0.90	1.10	RRV - Tier 1 Industrial / Tier 2 Domestic
Post D2	Traill County	0.53%	1.22	0.00	1.22	RRV - Tier 2 Industrial
Post D2	Agassiz Water Users District	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Walsh Rural Water District	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Lisbon	0.74%	1.00	0.00	1.00	RRV - Tier 1 Industrial
Post D2	Sargent County	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Washburn	0.02%	0.45	0.45	0.00	ISP - Tier 1 Domestic
Post D2	McLean Sheridan Rural Water District	0.01%	0.42	0.00	0.42	ISP - Tier 2 Industrial
Post D2	**Subtotal**	**DRAFT**	**47.69**	**4.85**	**42.84**	
	Approved MOC Total	**100.00%**	**163.19**	**85.95**	**77.24**	

There are other Users who were engaged during the previous biennium who may participate, have declined to participate, or are in the process of considering as shown in Table 3.

Table 3 – Other Potential Users

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Dakota Rural Water District	0.75	Considering
Devils Lake	1	Evaluating
Lakota	0.2	Evaluating
Remaining Engaged Users Subtotal	**1.95 cfs**	
Tri-County Rural Water District	1	Ceased Communications
Barnes Rural Water District	0.5	Previously Withdrew but Reconsidering
Tuttle	0.02	Ceased Communications
Forman	0.01	Ceased Communications
Unknown/Has Concerns Subtotal	**1.53 cfs**	
Stutsman Rural Water District	4	Declined
Greater Ramsey Rural Water	1	Declined
Ransom County	1	Previously a Potential Addition, but has Now Declined
Central Plains Water District	0.6	Declined
Oakes	0.6	Previously a Potential Addition, but has Now Declined
South Central Regional Water District	0.5	Declined
Park River	0.4	Declined
McVille	0.1	Declined
Declined Subtotal	**8.2 cfs**	
Ellendale	----	Team has Engaged
Gwinner	----	Team has Engaged
Lamoure	----	Team has Engaged
Cass County	----	Team has Engaged with the County
Grand Forks County	----	Team has Engaged with the County
Stutsman County	----	Team has Engaged with the County
Barnes County	----	Team has Engaged with the County

II. TASK ORDER OBJECTIVES

1. The primary objective of this Task Order is to plan and facilitate regular meetings with MOC signatories (Table 1) to enable them to understand and consider signing legal contracts (developed by others) needed to participate in the RRVWSP. As part of this, the Management Team will provide:

   A. Coordination of meetings including scheduling location, meeting times, and attendees between Users and LAWA/GDCD.

   B. Financial modeling support as requested by the MOC signatories and approved by the Management Team and to facilitate State understanding of future cost-share requirements.

2. It is expected that MOC signatories will have technical questions related to assumptions made in StateMOD, water delivery such as the feasibility of pipeline extensions and the use of the James River, and water quality that will need to be addressed. The User Outreach work and financial modeling completed under this task order will be supported by technical analysis completed under the Operations Phase 4 Task Order (TO 1620).

3. The secondary objective is to engage and inform additional Users who have not yet signed a MOC (Table 3) to participate in the project.

III. GENERAL REQUIREMENTS

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

2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with supporting LAWA and the MOC signatories to sign water delivery contracts through the facilitation of meetings, regular communications, and financial modeling. Technical updates and support will be provided through other task orders, including the Operations Phase 4 Task Order (TO 1620).

3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.

4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the Work Engineer will perform and do not implicitly put any additional responsibilities or duties upon Engineer. Deliverables to be provided are explicitly identified in this Task Order.

5. Explicitly Identified Quantities. Engineer in development of this Task Order estimated the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

The Basic Services of this Task Order are provided below in the following tasks:

- Task 1 – Task Order Management and Administration
- Task 2 – Coordination with GDCD/LAWA Boards and Committees
- Task 3 – Communication/Outreach with MOC Signers
- Task 4 - Meetings with MOC Signatories in Support of the Water Delivery Contract
- Task 5 – Refined Financial Modeling

1. **Task 1 – Task Order Management and Administration**

   The overall objective of this task is to set up the project and keep the Task Order on schedule for its estimated 19-month duration (December 1, 2025 – June 30, 2027). Engineer will provide the following services to the Owner:

A. Provide general project management and administration tasks including communications with the Owner, coordination, and supervision of the Engineer's project team, monitoring the project schedule, monitoring the project budget, and invoicing for 19 months.

B. Meetings. The Consulting Team will provide:

i. Bi-weekly meetings with the Management Team (estimated 36)

2. **Task 2 – Coordination with GDCD/LAWA Boards and Committees**.

A. The Consulting Team will provide:

i. Regular meetings with Financial Advisory Committee (FAC) to present financial modeling results (estimated 10)

ii. Regular meetings with Technical Advisory Committee (TAC) to present technical updates (estimated 10)

iii. User outreach updates as requested for LAWA board meetings (estimated 10)

iv. User outreach updates to the quarterly Garrison Diversion board meetings (estimated 6)

3. **Task 3 – Communication/Outreach with MOC Signers.** The Consulting Team will provide:

A. Team will update and maintain the User database established in the previous task order to maintain names/contacts/record of communications with each User.

B. Bi-monthly Project User Communications. Develop and deliver written communications for the Project Users as deemed important by the Management Team. Examples may include board notices/summaries, updated schedules, and project engineering and construction updates. Communications will be coordinated with the Project Communications Team for consistency of messaging.

C. Regular Meetings for all MOC signatories (estimated 6). Anticipated schedule and purpose:

i. December 2025 – Summary of Overall Project Status
ii. February 2026 – Updated StateMOD and Financial Analysis
iii. May 2026 – Key provisions of the Water Delivery Contract and context of Water Supply Contract
iv. July 2026 – Draft Content of Water Delivery Contract
v. September 2026– Draft 2 of Water Delivery Contract
vi. November 2026– placeholder

The scope includes preparation of technical materials/presentation for each meeting and coordination of those materials with the management team.

4. **Task 4 - Meetings with MOC Signatories in Support of the Water Delivery Contract.** The previous User Outreach task order experience suggests that it typically takes 3 to 4 rounds of

meetings with each User to secure a contractual commitment. This task includes effort to conduct three meetings with the Users to support them in signing a Water Delivery Contract. It is desirable to host regional meetings with multiple Users to be efficient with time, resources and allow for shared input. Regional meetings could potentially be in the following areas:

- Wahpeton (Wahpeton, Richland County, SEWUD-- 10 to 14 cfs)
- Lisbon (Lisbon, Sargent County, SEWUD—2 to 6 cfs)
- Oakes (Dickey County, LaMoure County, SEWUD—7 to 11 cfs)
- Jamestown/Valley City (Jamestown, Valley City—13 cfs)
- Carrington (Carrington, Cooperstown, MSRWD, DRWD—2.07 cfs)
- Hillsboro (Mayville, Hillsboro, ECRWD—5.4 cfs)
- Devils Lake (Devils Lake, Lakota, NRWD—1.2 to 4.4 cfs)
- Grafton (Grafton, WRWD, ARWD, NRWD—3 to 6.2 cfs)

It is expected that presentation of the Water Delivery Contracts will require legal support, which will be provided by the LAWA attorneys. The following sequence of meetings is expected:

A. Initial User Meeting to Present Water Delivery Contract (estimated 8)

B. Follow Up User meeting to Discuss Water Delivery Contract and gather initial questions (estimated 8)

C. Final User Meeting(s) to Secure Commitment for Water Delivery Contract (estimated 8)

D. As shown on Table 3, there are several undecided users. This task includes effort to engage these potential additional users at the Management Team's direction.

E. Up to seven service area cooperative agreements are anticipated, including:

1. Cooperstown Area
2. Traill County Area
3. Devils Lake Area
4. Southeast Area-East
5. Southeast Area- Central
6. Southeast Area- West
7. Grafton Area

This scope includes the effort for two regional meetings to support the service area cooperative agreements.

5. **Task 5 – Refined Financial Modeling.** To support on-going User outreach efforts and provide prospective Users with the most current Project Financial information prior to signing the final Water Delivery Contract, the existing Project financial model will be progressed over the next year. The following primary tasks are anticipated to be necessary:

A. **Financial Model Updates –** reproject future Series financing requirements based on final Series F Loan Agreement details, projected future series cost-share requirements, and prior Series A-E anticipated actuals.

B. **Cost Allocation Model Update –** update cost allocation model to reflect MOC Signatory Roster utilizing the Garrison Diversion and LAWA adopted 2-tier cost allocation model. The Consulting Team will develop the revised cost allocation model utilizing the MOC signatory roster as of the date of the signing of this Task Order as shown in Table 2 above.

C. **Alternative Cost Allocation Model Development –** develop alternative cost allocation modeling reflecting potential revised User participation scenarios that are expected to evolve throughout the performance of Task 2 and 3. It is also anticipated that users may request potential alternative service scenarios (i.e., James River Conveyance) that may require alternative cost allocation model runs. The technical analysis associated work such as assessing the feasibility of using James River for water conveyance will be done under the Operations Phase 4 Task Order.

D. **Finalize Project Operations, Maintenance, Administration, and Reserve (OMAR) Assumptions –** develop final anticipated Project OMAR revenue requirements and cost allocation approach for various project operating protocols. The Consulting Team will review with Owner the anticipated OMAR cost structure and current best estimates for OMAR revenue requirements including items such as labor (administrative, operating, and maintenance), power, chemicals, contract maintenance, and reserve requirements. The analysis will include evaluation of costs under different Project water supply scenarios and recommend allocation of cost to Users based on different project use scenarios.

E. **Water Delivery Contract Financial Exhibits Development –** develop final exhibits for incorporation to the Water Delivery Contract including appropriate detail documenting the Project financial structure and on-going user cost responsibilities. This will include developing the Water Delivery Contract financial exhibit final drafts that are expected to include the following:

1. Prior Project Expenses Summary – exhibit is expected to include a breakdown of all prior Series Project financing agreements and past User participation within each respective financing.

2. Capital Cost Responsibility and Cost Delivery – exhibit is expected to include summary documentation of the methodology of the adopted 2-tier cost allocation model and the results of the cost delivery to all anticipated Water Delivery Contract signatories.

3. Debt Repayment Obligation Schedules for Existing Debt and Future True-up – exhibit is expected to include Amortization tables for the Project and individual Users based on the refined financial modeling and the results of final cost allocation analysis for anticipated Water Delivery Contract signatories.

4. OMAR Cost Responsibility and Cost Delivery – exhibit is expected to include summary documentation of the methodology of the OMAR cost allocation model and the results of the cost Delivery to anticipated Water Delivery Contract signatories.

Consistent with *Task 2 – Communication/Outreach with MOC Signers*, the following schedule is anticipated for the completion of the outlined Refined Financial Modeling Tasks:

- Financial Model and Cost Allocation Model Update – April 2026
- Alternative Cost Allocation Model Development – June 2026
- Final OMAR Assumptions and Allocations – June 2026
- Draft Water Delivery Contract Financial Exhibits – July 2026
- Final Water Delivery Contract Financial Exhibits – September 2026
- State Funding and Legislative Support – November 2026 – April 2027

V. SPECIAL SERVICES

There are no Special Services anticipated within this Task Order.

VI. DELIVERABLES

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

1. Task 1 – Task Order Management and Administration

2. Task 2 - Coordination with GDCD/LAWA Boards and Committees.

   - Handouts/presentations as requested

3. Task 3 – Communication/Outreach with MOC Signers

   - Bi-monthly communication materials.

4. Task 4 – Regional Meetings with MOC Signatories in Support of the Water Delivery Contract.

   - Handouts of financial and as requested by LAWA and Users

5. Task 5 – Refined Financial Modeling

   - Updated Financial analysis and exhibits as requested by LAWA.

VII. ADDITIONAL SERVICES

1. The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in

Engineer's scope of work, an amendment to this Task Order or execution of a separate Task Order with the new work will be necessary. The following items are specifically excluded from Basic and Special Services:

A. Attending additional general meetings beyond what is identified in this Task Order.

B. Attending additional individual User meetings to support approval of the Water Delivery Contract.

C. Work performed, which is beyond the 19-month Task Order schedule.

D. Technical support required for answering User questions.

E. This task order does not include services for broader promotional outreach regarding the project as those tasks are covered under the Garrison Diversion Communications Task Order.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. The Owner commits to review periods for interim deliverables of no more than 30 calendar days after receipt of deliverables from Engineer.

2. Review comments will be provided by the Owner either electronically in the native Word file in Track Changes Mode or they will be summarized in an MS Excel worksheet or MS Word document.

IX. FEE

The total fee for Basic Services and Special Services provided under this Task Order is estimated to be One Million One Hundred Eighty-Two Thousand Eight Hundred Eighty-One Dollars ($1,182,881). Worksheets showing the fee estimate and level of effort by task are included in Attachment A.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by June 30, 2027.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.

2. Attachment A – Fee Estimate Worksheets

XII. ACCEPTANCE

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

By: ______________________	By: ______________________
Duane DeKrey, General Manager	Paul Boersma, Vice President
Garrison Diversion Conservancy District	Black & Veatch Corporation
Dated: ______________________	Dated: ______________________

Lake Agassiz
Water Authority

Resolution of Appreciation Recognizing LaVonne Althoff of Southeast Water Users District for Her Dedicated Years of Service

WHEREAS, the Lake Agassiz Water Authority (LAWA) has benefited from the dedication and leadership of individuals who have faithfully served to advance reliable, high-quality water supplies for communities across North Dakota; and

WHEREAS, LaVonne Altoff, representing the Southeast Water Users District, has served on the LAWA Board with distinction, bringing valuable perspective, thoughtful insight, and a strong commitment to regional collaboration; and

WHEREAS, throughout her tenure, serving since the inception of LAWA, Ms. Althoff has demonstrated consistent support for the mission and goals of LAWA, contributing to sound decision-making and long-term planning efforts that strengthen regional water sustainability; and

WHEREAS, her service reflects a deep understanding of the importance of cooperative water development and responsible stewardship on behalf of the communities served by LAWA;

NOW, THEREFORE, BE IT RESOLVED, that the Lake Agassiz Water Authority duly assembled in Fargo, in the state of North Dakota, on March 27, 2026, hereby expresses its sincere appreciation and gratitude to LaVonne Althoff for her dedicated service, leadership, and contributions as a member of the LAWA Board; and

BE IT FURTHER RESOLVED, that LAWA recognizes and thanks Ms. Althoff and the Southeast Water Users District for their continued commitment to advancing regional water solutions that benefit present and future generations.

Timothy Mahoney, Chair
Lake Agassiz Water Authority

Duane DeKrey, Secretary
Lake Agassiz Water Authority