

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

25-104

## **LAKE AGASSIZ WATER AUTHORITY**

### **BOARD OF DIRECTORS**

**Fargo Commission Chambers  
June 26, 2025**

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

#### **BOARD MEMBERS PRESENT**

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

#### **MEMBERS ABSENT**

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

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

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

#### **APPROVAL OF AGENDA**

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

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

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

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

### **CONSIDERATION OF MINUTES**

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

### **FINANCIAL REPORT**

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

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

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

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

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

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

### **PROJECT FINANCIAL REPORTS AND UPDATES**

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

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

#### **Consultant Billing Summary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SWC Update**

### \$150 Million Cost Share Request

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

### \$55 Million Cost Share Request

## **SWC and Water Infrastructure Revolving Loan Fund Application**

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

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

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

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

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

### **RED RIVER VALLEY WATER SUPPLY PROJECT**

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

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

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

#### **Right-of-Way Status:**

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

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

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

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

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

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

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

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

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

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

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

## **User Engagement Update**

### Prospective Users Update

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

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

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

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

#### Memorandum of Commitment Approvals

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

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

#### EXECUTIVE SESSION

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

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

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

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

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

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

### **PROJECT PARTICIPATION AGREEMENT UPDATE AND PLAN**

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

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

### **UNFINISHED BUSINESS**

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

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

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

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

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

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

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

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

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

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

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

## **NEW BUSINESS**

### **LAWA Consulting Services Agreement**

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

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

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

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

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

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

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

**OTHER**

The meeting adjourned at 2:47 p.m.

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Timothy Mahoney, Chair

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Duane DeKrey, Secretary

REGISTRATION

Annex I  
25-114

LAWA Board Meeting  
Fargo Commission Chambers  
June 26, 2025

NAME	ORGANIZATION
Kimberly Cook	GDCD
PAN Postlock	FARGO
Brent Brinkman	CRWD
Mark Johnson	CRWD
Steve Hanson	SEWUD
Don Lingen	SEWUD
Troy Hall	Fargo
BRIAN JOHNSON	EGF
Keith Mykleseth	EGF
Marc Pritchard	Moorhead Public Service
Tom Leland	Grand Forks
Bruce Lambb	Fargo
SHAW GARDIE	AESS
Michael Redlinger	Fargo
Ken Vein	GDCD
JEFF Ledoux	1
Greg Bischoff	GDCD
Steve Burian	Burian + Associates
Jason Siegfert	GDCD
Dave Anderson	GDCD
Dave Pieper	FUSU
Tan McLean	Fargo
Carter Schmitz	GDCD
Muri M. Mink	GDCD
<del>Bennett Johnson</del>	Vogel
TAMI Norgard	Vogel
Juan G. Reyes	GDCD
Kp Kover	GDCD

**REGISTRATION**

Annex I  
25-115

LAWA Board Meeting  
Fargo Commission Chambers  
June 26, 2025

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



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

**Bank Activity**

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

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

**Ending Bank Balance** \$ **136,546.16**

**A Resolution of the Board of Directors of the Lake Agassiz Water Authority (LAWA) Approving  
the Submittal of an Application to the Department of Water Resources and State Water  
Commission**

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

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

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

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

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

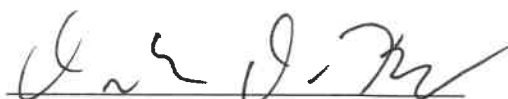
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Lake Agassiz Water Authority as follows:

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

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



Tim Mahoney, Chairperson  
Board of Directors  
Lake Agassiz Water Authority



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

RRVWSP Work Plan Update  
June 13, 2025

**CONSTRUCTION**

**Pipeline Construction**

**Contract 5B**

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

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

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

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

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

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

**Contract 5C**

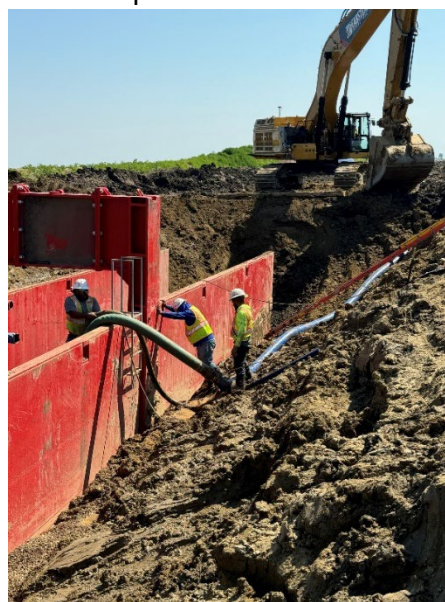
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

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

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



Stored Pipe on Site



Placing Dewatering Pipe

Contract 6A

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

**DESIGN**

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

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

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



**RED RIVER VALLEY**  
**WATER SUPPLY PROJECT**

Lake Agassiz  
Water Authority

## 2023 to 2025 Biennium Work Plan

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

June 5, 2025

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



## 2023 to 2025 Biennium Work Plan

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

June 5, 2025

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



RED RIVER VALLEY  
WATER SUPPLY PROJECT



## 2023 to 2025 Biennium Work Plan

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

June 5, 2025

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



## 2023 to 2025 Biennium Work Plan

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

June 5, 2025

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

**Notes:**

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



# RED RIVER VALLEY WATER SUPPLY PROJECT



## 2025 to 2027 Biennium Work Plan

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

June 5, 2025

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



## 2025 to 2027 Biennium Work Plan

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June 5, 2025

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



## 2025 to 2027 Biennium Work Plan

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

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	<b>Financial Planning Support</b> Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
	<b>Contingency</b> Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 12.34	\$ 9.26	\$ 3.09
<b>TOTAL PROGRAM BUDGET</b>					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 244.90	\$ 183.68	\$ 61.23

**Notes:**

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

**RRVWSP MEMORANDUM OF COMMITMENT  
AND NOMINATION**

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

**Recitals**

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

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

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

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

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

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

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

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

### Agreement


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

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

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

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

**GARRISON DIVERSION CONSERVANCY DISTRICT**

By:   
Name: Jay P. Anderson  
Title: Chairman  
Date: April 24, 2025

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

Richland County

---

By: Chairman

Name: 

Title: Commissioner

Date: 4.15.25

**RRVWSP MEMORANDUM OF COMMITMENT  
AND NOMINATION**

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

**Recitals**

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

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

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

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

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

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

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

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

### **Agreement**

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

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at 1.00 cfs. Of this amount, Participant anticipates that its nomination would include 0.00 cfs annually for domestic needs and 1.00 cfs annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
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4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
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WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

By: Keith Nilson

Name: Keith Nilson Wepsh Water

Title: President

Date: 4/25/25

**RRVWSP MEMORANDUM OF COMMITMENT  
AND NOMINATION**

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

**Recitals**

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

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

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

**GARRISON DIVERSION CONSERVANCY DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE AGASSIZ WATER AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT**

Agassiz Water User District

By: Eric S.

Name: Eric Stanislawski

Title: Board President

Date: 5-21-25



June 26, 2025

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

### Overview

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

### Proposed Amendment

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

### Budget

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

### Rationale

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

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

### Recommendation

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

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

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

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


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

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

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

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

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



Tim Mahoney, Chairperson  
Board of Directors  
Lake Agassiz Water Authority