

Finance Committee Agenda



Diversion Authority Finance Committee

January 25, 2023 @ 4:00p.m. CST

This meeting will be in-person at Fargo City Hall Commission Chambers (225 4th St N, Fargo, ND 58102) and online.

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from December 14, 2022
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 5)
5. Finance Report
[Attachment 01.00] (Pg. 28)
6. Executive Director Financial Report
[Attachment 02.00] (Pg. 55)
7. Contracting Actions
 - a. DA Board Approval Contract Actions
[Attachment 03.00] (Pg. 62)
 - i. Braun Intertec, Task Order 04 Amendment 1
[Attachment 03.01] (Pg. 64)
8. Other Business
 - a. DA Board Approved MOU and Agreement Actions
[Attachment 04.00] (Pg. 67)
 - i. North Cass WRD & MFDA MOU [Attachment 04.01] (Pg. 69)
 - ii. Rush River WRD & MFDA MOU, Amendment 1 [Attachment 04.02] (Pg. 96)
 - b. Update on Insurance Quotes for Structures Completed Prior to Substantial Completion in 2027
 - c. Election of Vice Chair for the Finance Committee
 - d. City of Fargo Work Plan for Projects Bid in 2023
[Attachment 05.00] (Pg. 115)
9. Next Meeting: February 22, 2023

10. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

There are multiple ways to attend or watch this public meeting.

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)



Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 P.M. – December 14, 2022
Virtual via Teams

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held virtually on December 14, 2022. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chad Peterson, Cass County Commissioner; Dan Jacobson, Chairman, Cass County Joint Water Resource District; Terri Gayhart, City of Fargo Finance Director; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, City of Fargo Interim City Administrator; Tony Grindberg, Cass County Commissioner; Dave Piepkorn, Fargo City Commissioner; Shelly Carlson, Mayor, City of Moorhead; Mike Rietz, City of Moorhead Assistant City Manager and Brandy Madrigga, Cass County Finance Director.

Members absent: no members were absent.

1. CALL TO ORDER
Mayor Dardis called the meeting to order at 4:00 PM. Roll call was taken, and a quorum was present.
2. APPROVE MINUTES FROM THE NOVEMBER 2022 MEETING
MOTION PASSED
Ms. Gayhart moved to approve the minutes from the November 2022, meeting and Ms. Madrigga seconded the motion. On a voice vote, the motion carried.
3. APPROVE ORDER OF AGENDA
MOTION PASSED
Mr. Jacobson moved to approve the order of the agenda and Mr. Peterson seconded the motion. On a voice vote, the motion carried.
4. APPROVAL OF BILLS
Ms. Gayhart reported that the bills payable through December 8, 2022, total \$5,740,505 and are payable to the usual vendors, with Cass County Joint Water Resource District being the largest at \$2,756,307.
MOTION PASSED
Dr. Mahoney moved to approve the bills as presented and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.
5. FINANCIAL REPORT
Ms. Gayhart reported that we currently have \$138,507,321 in cash, \$223,728 in prepaid expenses, and \$312,536 in liabilities. The current net position is \$138,521,623.
MOTION PASSED
Mr. Piepkorn moved to approve the financial report as presented and Mayor Carlson seconded the motion. On a roll call vote, the motion carried.

6. EXECUTIVE DIRECTOR FINANCIAL REPORT

Mr. Paulsen reported that our revenues are \$5.3 million, and we are expected to exceed the sales tax budget this year. We have incurred \$90 million in costs to date and the construction contingency fund has not been utilized this year.

The administrative budget continues to track on budget and there are no anticipated office expenditures with the exception of fit-up needs for the Amber Valley Parkway office.

7. CONTRACTING ACTIONS

a. DA Board Approval Contracting Actions

Mr. Paulsen provided an overview of the following contracting actions:

- Master Services Agreement, Consulting Services – Material Testing Services – Renew Master Services Agreement. Extend period of performance to December 31, 2025. Braun Intertec \$0.00.
- Task Order 02, Amendment 0 – Consulting Services – Provide recommendations on the development, procurement and implementation of the FM Area Diversion Project. Budget for 2023 fiscal year. Program Advisor Services \$539,000.00.
- Services Agreement, Amendment 0 – Water Quality Monitoring Study – Collection and analysis of water quality data within the FM Area Diversion Project during the construction period to assess river responses to the FM Area Diversion Project. This contract will go through September 30, 2027. USGS \$1,181,320.00.
- Services Agreement, Amendment 0 – Marketing Services – Digital and print marketing ad space to provide public with highlights of the work progress of the FM Area Diversion Project. Forum Communications Companies \$10,500.00.

MOTION PASSED

Dr. Mahoney moved to approve all of the contracting actions as presented and Ms. Gayhart seconded the motion. On a roll call vote, the motion carried.

8. OTHER BUSINESS

a. 2023 Cash Budget

Mr. Paulsen reported that adjustments have been made and the 2023 cash budget is ready for final consideration. Mr. Barthel reported that there was a \$13 million increase primarily due to mitigation, utility relocations, channel utilities and invoices that were anticipated to be paid in 2022 but were not received. Of the \$13 million, \$7 million will be paid to the developer for MOUs and change directives.

MOTION PASSED

Mr. Jacobson moved to approve the 2023 cash budget as presented and Ms. Gayhart seconded the motion. On a roll call vote, the motion carried.

Mayors Dardis, Mahoney, Carlson and Mr. Paulsen thanked Mr. Jacobson for his contributions and leadership over the years and wished him the best in his retirement.

9. NEXT MEETING

The next meeting will be January 25, 2023.

10. ADJOURNMENT

The meeting adjourned at 4:31 PM.

Finance Committee Bills from January 2023

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #104 CCJWRD	\$	3,985,207.03
City of Fargo	Reimburse complementary in-town flood projects	\$	2,901,530.69
Magellan Pipeline	Reimburse relocation costs related to MOU	\$	2,413,376.08
City of Fargo	Reimburse complementary in-town flood projects	\$	1,619,151.91
Ohnstad Twichell, P.C.	Legal services rendered through December 21, 2022	\$	120,669.82
Cass Rural Water Users District	Reimburse engineering and admin costs related to MOU	\$	63,204.30
Buffalo-Red River Watershed District	BRRWD – City of Wolverton Project – Houston Engineering	\$	55,561.84
Cass Rural Water Users District	Reimburse legal and admin costs related to MURA	\$	26,124.50
Buffalo-Red River Watershed District	BRRWD – City of Georgetown Project – Houston Engineering	\$	21,653.53
Cass County	Reimburse misc expenses from Diversion Authority office	\$	9,749.27
Total Bills Received through January 18, 2023		\$	11,216,228.97



Cass County
Joint Water
Resource
District

SENT VIA EMAIL

January 4, 2023

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Loughheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

Greetings:

RE: Metro Flood Diversion Project
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling \$3,985,207.03 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$3,981,415.03
DPAC	752.50
Oxbow-Hickson-Bakke Ring Levee	3,039.50

At this time, we respectfully request 100% reimbursement per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 1, 2015.

If you have any questions, please feel free to contact us. Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Enclosures

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							1/3/2023
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
11/9/2022				614,970.00	The Title Company	OIN 8385 RIMP Loan	
12/5/2022				(688,000.00)	Clerk of District Court	refund on deposit for OINs 8672-8675/9747	
12/28/2022				(241,950.00)	Clerk of District Court	refund on deposit for OIN 25 (Roseen)	
	12/31/2022			429.34	Cass County Joint WRD	Postage for Flowage Easement Letters	
12/20/2022	12/7/2022	185891	130007	17,002.00	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition	
12/20/2022	12/7/2022	185893	160007	169.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
12/20/2022	12/7/2022	185894	160007	3,288.50	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
12/20/2022	12/7/2022	185895	170007	94,767.90	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
12/20/2022	12/7/2022	185896	187007	1,868.00	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment	
12/20/2022	12/7/2022	185897	197007	169.00	Ohnstad Twichell, P.C.	Legal-Western Tie Back	
12/20/2022	12/7/2022	185898	207007	5,340.00	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
12/20/2022	12/8/2022	185942	187007	3,853.50	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements	
12/20/2022	12/8/2022	185943	207007	140.50	Ohnstad Twichell, P.C.	Legal-Lawrence OIN 9628 Eminent Domain	
12/20/2022	12/8/2022	185944	207007	13,688.50	Ohnstad Twichell, P.C.	Legal-Gust (OIN 952) Quick Take Eminent Domain	
12/20/2022	12/8/2022	185945	207007	152.50	Ohnstad Twichell, P.C.	Legal-Loberg (OIN 716) quick take eminent domain	
12/20/2022	12/8/2022	185946	207007	2,316.50	Ohnstad Twichell, P.C.	Legal-Thunberg Living Trust (OIN 720) QTED	
12/20/2022	12/8/2022	185947	207007	1,860.50	Ohnstad Twichell, P.C.	Legal-Germanson (OIN 5004/5009-5012/9054-9056) QTED	
12/20/2022	12/8/2022	185948	207007	5,737.50	Ohnstad Twichell, P.C.	Legal-Janet Wanzek Estate (OIN 8672-8675, 9747) QTED	
12/20/2022	12/8/2022	185949	207007	4,544.50	Ohnstad Twichell, P.C.	Legal-Libbrecht, Glen (OIN 698/9756-9759) QTED	
12/20/2022	12/8/2022	185950	207007	423.00	Ohnstad Twichell, P.C.	Legal-Thue Living Trust (OIN 1169, 1200) QTED	
12/20/2022	12/8/2022	185951	207007	3,961.00	Ohnstad Twichell, P.C.	Legal-Samuels RLT (OIN 1181/1182) QTED	
12/20/2022	12/8/2022	185952	217007	2,735.50	Ohnstad Twichell, P.C.	Legal-Coster RET (OIN 9736-9737) QTED	
12/20/2022	12/8/2022	185953	217007	152.50	Ohnstad Twichell, P.C.	Legal-Quiet Title Action for EME	
12/20/2022	12/8/2022	185954	217007	2,318.00	Ohnstad Twichell, P.C.	Legal-Richard (OIN 27 1083) QTED	
12/20/2022	12/8/2022	185955	227007	2,928.00	Ohnstad Twichell, P.C.	Legal-Roseen QTED (OIN 25)	
12/20/2022	12/8/2022	185633	227007	2,414.50	Ohnstad Twichell, P.C.	Legal-BREI Estates, LLLP (OIN 843) Eminent Domain	
12/20/2022	12/6/2022	813600	38810.00007	1,794.50	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten	
12/20/2022	12/6/2022	813596	38810	987.50	Larkin Hoffman Attorneys	Legal-Johnson/Monson/Tintes/Anderson	
12/20/2022	12/6/2022	813601	38810.00009	316.00	Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg	
12/20/2022	12/6/2022	813599	38810.00005	79.00	Larkin Hoffman Attorneys	Legal-CCJT v Newman Signs/Mary Newman Trust condemnation	
12/20/2022	12/6/2022	813602	38810.00011	474.00	Larkin Hoffman Attorneys	Legal-CCJT v Kelley and Debra Perhus	
12/20/2022	12/6/2022	813598	38810.00004	5,451.00	Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land	
12/20/2022	12/6/2022	813597	38810.00001	351.50	Larkin Hoffman Attorneys	Legal-Acquisition of Property from Sauvageaus	
12/20/2022	12/13/2022	32115	19706	3,077.50	Moore Engineering, Inc.	Engineering - FM Diversion Design Coordination	
12/20/2022	12/8/2022	1200483295		38,525.26	HDR Engineering Inc	TO 1 Property Acquisition Services	
12/20/2022	11/30/2022	13783.00-31		38,558.93	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services	
12/20/2022	10/31/2022	47517	3283-00	9,376.10	ProSource Technologies, LLC	Task Order 2 - Proj mgmt, acquisition and relocation	
12/16/2022	12/16/2022			690,300.23	The Title Company	Roseen Property Purchase	
12/16/2022	12/16/2022			348,710.00	The Title Company	Brandt Flowage Easement	
12/20/2022	10/25/2022	21923-Z		1,587.50	Patchin Messner Valuation Counselors	TO1, Amendment 6 pre trial prep	
12/20/2022	11/1/2022	21923-AB		20,500.00	Patchin Messner Valuation Counselors	TO 6, Amendment 1 - updated market appraisals	
12/20/2022	10/25/2022	21923-AC		10,921.25	Patchin Messner Valuation Counselors	TO 7, Amendment 1 - eminent domain proceedings support	
12/20/2022	6/30/2022	4793		4,200.00	Crown Appraisals Inc	Deposition and testimony prep	
12/20/2022	8/31/2022	4808		5,000.00	Crown Appraisals Inc	TO 7, Amendment 0	
12/20/2022	8/31/2022	4810		8,500.00	Crown Appraisals Inc	Deposition and testimony prep	
12/20/2022	9/30/2022	4826		17,000.00	Crown Appraisals Inc	TO 5, Amendment 1	
12/20/2022	9/30/2022	4827		10,000.00	Crown Appraisals Inc	TO 7, Amendment 0	
12/20/2022	10/24/2022	4839		1,000.00	Crown Appraisals Inc	TO 7, Amendment 0	
12/20/2022	10/31/2022	4840		9,500.00	Crown Appraisals Inc	TO 7, Amendment 0	
12/20/2022	10/31/2022	4841		10,000.00	Crown Appraisals Inc	TO 5, Amendment 2	
12/20/2022	11/30/2022	4851		700.00	Crown Appraisals Inc	Deposition and testimony prep	
12/20/2022	11/30/2022	4852		6,000.00	Crown Appraisals Inc	TO 6, Amendment 0	
12/20/2022	12/1/2022	22-4		12,600.00	Tinjum Appraisal Company, Inc.	TO 2, Amendment 3	
12/20/2022	11/18/2022	2022-2		1,552.50	Mid-America Consultants International	consulting services	
12/19/2022	11/10/2022	17911		226.00	All American Plumbing and Heating, Inc	service oil furnace OIN 858	
12/19/2022	12/2/2022			15,060.20	William and LeLonnie Graham	movings costs for OIN 858	

Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
12/20/2022	12/1/2022				51,996.00	Bradley Johnson	Moving and rental supplement payment OIN 5033
12/19/2022	11/10/2022				26,891.77	Midwest Moving Co	Greg Johnson moving costs OIN 1992
12/20/2022	11/30/2022				275.00	Red River Removal	Greg Johnson moving costs OIN 1992
12/19/2022					1,000.00	Collin McCoy	EME incentive
12/19/2022					1,000.00	James and Lisa Anderson	EME incentive
12/19/2022					1,000.00	Jeffrey and Amanda Geiger	EME incentive
12/19/2022					500.00	Michael John Appert	EME incentive
12/19/2022					500.00	Linda Lee Appert	EME incentive
12/19/2022					1,000.00	Brenda and Scott Fradet	EME incentive
12/19/2022					1,000.00	Tracy and Michael Nicholson	EME incentive
12/19/2022					1,000.00	Wallace Frandson	EME incentive
12/19/2022					1,000.00	James Moe	EME incentive
12/19/2022					1,000.00	Brett and Heidi Odegaard	EME incentive
12/19/2022					1,000.00	Denis McCarthy	EME incentive
12/19/2022					1,000.00	Kim Hoffmann	EME incentive
12/19/2022					1,000.00	James Grettum	EME incentive
12/19/2022					1,000.00	Darin Slusher	EME incentive
12/19/2022					1,000.00	Jeannie Lope Camarillo & Juan Camarillo	EME incentive
12/16/2022	12/8/2022	260494			50.00	The Title Company	2nd draw fee
12/16/2022					1,144,004.05	The Title Company	Longtine Property purchase
12/16/2022					291,050.00	The Title Company	Longtine RIMP Loan
12/16/2022					1,132,774.00	The Title Company	Tessier Flowage Easement
12/16/2022					192,745.00	The Title Company	BBG Investments Flowage Easement
				Total	3,981,415.03		
	DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES						
Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
12/20/2022	12/7/2022	185890		120007	752.50	Ohnstad Twichell, P.C.	Legal-Diversion Project, Assessment District
				Total	752.50		
	OXBOW-HICKSON-BAKKE RING LEVEE INVOICES						
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
12/20/2022	12/7/2022	185892		140007	3,039.50	Ohnstad Twichell, P.C.	Legal-OHB
				Total	3,039.50		
				Grand Total	3,985,207.03		

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

January 6, 2023

Metro Flood Diversion Board of Authority
PO Box 2806
Fargo, ND 58108-2806

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$2,901,530.69. These costs are for work on complementary in-town flood protection projects for the period December 1, 2022 through December 31, 2022.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	-178.42
FM16A	North Side - Flood Risk Management	484,244.55
FM19A	Riverwood Addition Area - Flood Risk Management	24,123.92
FM19B	Royal Oaks Area - Flood Risk Management	24,412.33
FM19C	Woodcrest Drive Area - Flood Risk Management	647,402.27
FM19E	Elm Circle Area - Flood Risk Management	964.25
FM19F	Oak Grove Area - Flood Risk Management	583,874.59
FM21A	Red River Erosion Protection & Bank Stabilization	2,003.01
FM22B	Geotechnical Design - Flood Mitigation	38,354.11
FM22C	Lift Station 55 & 56 - Flood Mitigation	1,043,161.75
HD22A	Demo Restoration	0.00
NR23A	Storm Lift Rehab - #27 & 38	53,168.33
Total Expense for Period		\$2,901,530.69

If you have any questions relating to our request, please feel free to contact us. Thank you.

Sincerely,

Terri Gayhart
Director of Finance, City of Fargo

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
December 1, 2022 - December 31, 2022

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	Description
FILDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	130.03	WP12220015	WP12220015	12/28/2022	City of Fargo	In house Water Pyaments
			460-3530-510.41-05 - Total	130.03					
FILDBUY	FLOOD ACQUISITION	46035305106251	XCEL ENERGY	-308.45	324277	807107832	12/15/2022	XCEL ENERGY	419 3rd St N - Electric
			460-3530-510.62-51 - Total	-308.45					
FILDBUY - Total				-178.42					
FM16A1	FLOOD MIT-N Cass 20/129	46000002062000	Retainage and Retainage R	463,787.28	324425	FM16A1 #4 101	12/22/2022	KEY CONTRACTING INC	Flood control Constrution - Pay App #4
			460-0000-206.20-00 - Total	463,787.28					
FM16A1	FLOOD MIT-N Cass 20/129	46035305107320	Miscellaneous	550.00	324425	FM16A1 #4 036	12/22/2022	KEY CONTRACTING INC	Flood control Constrution - Pay App #4
			460-3530-510.73-20 - Total	550.00					
FM16A1	FLOOD MIT-N Cass 20/129	46035305107358	Miscellaneous	3,842.10	324425	FM16A1 #4 033	12/22/2022	KEY CONTRACTING INC	Flood control Constrution - Pay App #4
			460-3530-510.73-58 - Total	3,842.10					
FM16A1	FLOOD MIT-N Cass 20/129	46035305107366	Miscellaneous	15,665.17	324425	FM16A1 #4 034	12/22/2022	KEY CONTRACTING INC	Flood control Constrution - Pay App #4
			460-3530-510.73-66 - Total	15,665.17					
FM16A1	FLOOD MIT-N Cass 20/129	46035305107369	Miscellaneous	400.00	324425	FM16A1 #4 035	12/22/2022	KEY CONTRACTING INC	Flood control Constrution - Pay App #4
			460-3530-510.73-69 - Total	400.00					
FM16A1 - Total				484,244.55					
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	FM19A0 RVRWD FLOOD MITG	641.25	324402	62833	12/22/2022	HOUSTON ENGINEERING INC	Riverwood Flood Mitigation
			460-3530-510.33-05 - Total	641.25					
FM19A0 - Total				641.25					
FM19A3	FLOOD MIT-Riverwood Addn	46000002062000	Retainage and Retainage R	5,594.04	324501	FM19A3 #4 104	12/22/2022	SELLIN BROS INC	Riverwood Flood Mitigation - Pay App #4
			460-0000-206.20-00 - Total	5,594.04					
FM19A3	FLOOD MIT-Riverwood Addn	46035305107320	Flood Mitigation	7,521.58	324501	FM19A3 #4 043	12/22/2022	SELLIN BROS INC	Riverwood Flood Mitigation - Pay App #4
			460-3530-510.73-20 - Total	7,521.58					
FM19A3	FLOOD MIT-Riverwood Addn	46035305107369	Flood Mitigation	10,367.05	324501	FM19A3 #4 042	12/22/2022	SELLIN BROS INC	Riverwood Flood Mitigation - Pay App #4
			460-3530-510.73-69 - Total	10,367.05					
FM19A3 - Total				23,482.67					
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	FM19B0 ROYAL OAKS DR	24,412.33	324402	62834	12/22/2022	HOUSTON ENGINEERING INC	Royal Oaks Flood Mitigation
			460-3530-510.33-05 - Total	24,412.33					
FM19B0 - Total				24,412.33					
FM19C0	FLOOD MIT-Woodcrest	46035305103305	FM19C0 WOODCREST MIT.PH1	124,686.29	324187	62366	12/15/2022	HOUSTON ENGINEERING INC	Woodcrest Flood Mitigation
FM19C0	FLOOD MIT-Woodcrest	46035305103305	FM19C0 WOODCREST FLOOD	52,682.47	324402	62836	12/22/2022	HOUSTON ENGINEERING INC	Woodcrest Flood Mitigation
			460-3530-510.33-05 - Total	177,368.76					
FM19C0 - Total				177,368.76					
FM19C1	FLOOD MIT-Woodcrest Dr N	46000002062000	Retainage and Retainage R	-24,738.60	324408	FM19C1 #5 113	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-0000-206.20-00 - Total	-24,738.60					
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Change Order 1	28,625.00	324408	FM19C1 #5 075	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Phase 1 Storm Sewer	309,540.00	324408	FM19C1 #5 086	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-3530-510.73-58 - Total	338,165.00					
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Change Order 3	4,787.01	324408	FM19C1 #5 077	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Phase 1 Flood Mitigation	25,397.50	324408	FM19C1 #5 079	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Phase 2 Paving	3,000.00	324408	FM19C1 #5 087	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-3530-510.73-59 - Total	33,784.51					
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107360	Change Order 1	3,780.00	324408	FM19C1 #5 076	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-3530-510.73-60 - Total	3,780.00					
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Flood Mitigation	37,925.00	324408	FM19C1 #5 078	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Miscellaneous	11,312.00	324408	FM19C1 #5 083	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-3530-510.73-66 - Total	49,237.00					
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Flood Mitigation	8,755.60	324408	FM19C1 #5 080	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Flood Mitigation	6,456.00	324408	FM19C1 #5 081	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Flood Mitigation	5,049.00	324408	FM19C1 #5 082	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Miscellaneous	2,505.00	324408	FM19C1 #5 084	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Paving	47,040.00	324408	FM19C1 #5 085	12/22/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App #5
			460-3530-510.73-69 - Total	69,805.60					
FM19C1 - Total				470,033.51					
FM19E0	FLOOD MIT-Elm Circle	46035305103305	FM19E0 ELM CIR FLOOD MIT	964.25	324402	62838	12/22/2022	HOUSTON ENGINEERING INC	Elm Circle Flood Mitigation
			460-3530-510.33-05 - Total	964.25					
FM19E0 - Total				964.25					
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	FM19F0 OAK GROVE FLOOD MI	26,129.04	324402	62858	12/22/2022	HOUSTON ENGINEERING INC	Oak Grove Flood Mitigation
			460-3530-510.33-05 - Total	26,129.04					
FM19F0 - Total				26,129.04					
FM19F1	FLOOD MIT-Oak Grove Area	46000002062000	Retainage and Retainage R	336,117.40	324598	FM19F1 #11 015	12/29/2022	MEYER CONTRACTING INC	Oak Grove Flood Mitigation - Pay App #11
			460-0000-206.20-00 - Total	336,117.40					
FM19F1	FLOOD MIT-Oak Grove Area	46035305107320	Change Order 1	122,078.65	324598	FM19F1 #11 003	12/29/2022	MEYER CONTRACTING INC	Oak Grove Flood Mitigation - Pay App #11
			460-3530-510.73-20 - Total	122,078.65					
FM19F1	FLOOD MIT-Oak Grove Area	46035305107369	Flood Mitigation	7,492.50	324598	FM19F1 #11 004	12/29/2022	MEYER CONTRACTING INC	Oak Grove Flood Mitigation - Pay App #11
FM19F1	FLOOD MIT-Oak Grove Area	46035305107369	Miscellaneous	1,057.00	324598	FM19F1 #11 005	12/29/2022	MEYER CONTRACTING INC	Oak Grove Flood Mitigation - Pay App #11
			460-3530-510.73-69 - Total	8,549.50					
FM19F1	FLOOD MIT-Oak Grove Area	46035305107399	Adjustments	91,000.00	324598	FM19F1 #11 018	12/29/2022	MEYER CONTRACTING INC	Oak Grove Flood Mitigation - Pay App #11
			460-3530-510.73-99 - Total	91,000.00					
FM19F1 - Total				557,745.55					
FM21A0	FLOOD MIT-RR Erosion SUm	46035305103305	FM21A0 RED RVR PROTECTION	1,621.50	324402	62844	12/22/2022	HOUSTON ENGINEERING INC	Red River Erosion Protection and Bank Stabilization
			460-3530-510.33-05 - Total	1,621.50					
FM21A0 - Total				1,621.50					
FM21A2	FLOOD MIT-RR Erosion SUm	46035305105410	THE FORUM	381.51	995	11/28-12/14/22	01/05/2023	P CARD BMO	12
			460-3530-510.54-10 - Total	381.51					

FM21A2 - Total				381.51					
FM22B1	FLOOD MIT-Geo Tech Design 46000002062000	Retainage and Retainage R		-2,018.64	324337	FM22B1 #5 116	12/22/2022	CC STEEL, LLC	STS LS #15 - Pay App #5
		460-0000-206.20-00 - Total		-2,018.64					
FM22B1	FLOOD MIT-Geo Tech Design 46035305107358	Site #1: Lift Station #1		1,029.60	324337	FM22B1 #5 091	12/22/2022	CC STEEL, LLC	STS LS #15 - Pay App #5
FM22B1	FLOOD MIT-Geo Tech Design 46035305107358	Site #1: Lift Station #15		38,593.15	324337	FM22B1 #5 092	12/22/2022	CC STEEL, LLC	STS LS #15 - Pay App #5
		460-3530-510.73-58 - Total		39,622.75					
FM22B1	FLOOD MIT-Geo Tech Design 46035305107366	Site #1: Lift Station #15		750.00	324337	FM22B1 #5 093	12/22/2022	CC STEEL, LLC	STS LS #15 - Pay App #5
		460-3530-510.73-66 - Total		750.00					
FM22B1 - Total				38,354.11					
FM22C2	FLOOD MIT-Lift Statn55/56 46000002062000	Retainage and Retainage R		-54,903.25	324425	FM22C2 #4 112	12/22/2022	KEY CONTRACTING INC	Lift Station Rehab/Reconstruction - Pay App #4
		460-0000-206.20-00 - Total		-54,903.25					
FM22C2	FLOOD MIT-Lift Statn55/56 46035305107358	Lift Station #55		797,940.00	324425	FM22C2 #4 072	12/22/2022	KEY CONTRACTING INC	Lift Station Rehab/Reconstruction - Pay App #4
FM22C2	FLOOD MIT-Lift Statn55/56 46035305107358	Lift Station #56		197,700.00	324425	FM22C2 #4 073	12/22/2022	KEY CONTRACTING INC	Lift Station Rehab/Reconstruction - Pay App #4
FM22C2	FLOOD MIT-Lift Statn55/56 46035305107358	Storm Sewer		102,425.00	324425	FM22C2 #4 074	12/22/2022	KEY CONTRACTING INC	Lift Station Rehab/Reconstruction - Pay App #4
		460-3530-510.73-58 - Total		1,098,065.00					
FM22C2 - Total				1,043,161.75					
NR23A0	STRM LFT RHAB DR 27 /38 S 46035305103305	NR23A0 STRM LFTSTN #47&48		53,168.33	324402	62845	12/22/2022	HOUSTON ENGINEERING INC	Storm Sewer Lift Stations #47 & #48
		460-3530-510.33-05 - Total		53,168.33					
NR23A0 - Total				53,168.33					
Overall - Total				2,901,530.69					



INVOICE

BILL TO:	INVOICE #:	280-PA2010
Metro Flood Diversion Authority	Date:	12-14-2022
Attn: Executive Director	Terms:	Net 10 Days
207 4th Street N. Suite A	Project Number:	280-2021-8785
Fargo, ND 58102		
PaulsenJ@FMDiversion.gov		
David.Dillmann@sam.biz		
Andy.Alberts@Jacobs.com		

PROJECT DESCRIPTION:

Fargo-Moorhead Metro Water Diversion Relocation

Vendor	Amounts
American Piping Inspection Inc	\$ 20,925.00
Apex Companies LLC	4,458.55
Barr Engineering Company	1,889.50
Bluestem Energy Products	61,355.63
BWS Services LLC	78,852.50
Cass County - North Dakota	61.00
Central NDT Inc	726.00
Duane Egeberg	5,000.00
Edgen Murray Corporation	2,110.58
Elecsys International LLC	1,972.89
Envirocal Inc	16,600.00
Farnsworth Group Inc	213,405.34
Frederikson & Byron PA	45,218.64
Grainger	383.91
OMC International LLC	6,913.25
Patriot Pipe & Supply LLC	26,232.85
Presidio Networked Solutions LLC	882.08
Rosemount Inc	8,954.31
Southwest Pipe Services Inc	6,700.00
Terracon Consultants Inc	55,000.00
Troy Construction	1,807,895.00
Waste Management	719.75
Magellan Employee Expenses	6,732.21
Magellan Employee Labor	40,387.09
Total Amount Due	<u>\$ 2,413,376.08</u>

Project Manager:
Erin Jennings
918/574-7083
erin.jennings@magellanlp.com

PLEASE REMIT TO:
ACH Instructions:
Magellan Pipeline Company
JPMorgan Chase Bank-Chicago
ABA # 071000013
ACCT # 5572665

Wire Instructions:
Magellan Pipeline Company
JPMorgan Chase Bank-NY
ABA # 021000021
Acct # 5572665

Please return this portion of the bill with your remittance.

Make payable to: Magellan Pipeline Company

From: Metro Flood Diversion Authority
Invoice Number: 280-PA2010
Project Number: 280-2021-8785

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

December 12, 2022

Metro Flood Diversion Board of Authority
PO Box 2806
Fargo, ND 58108-2806

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$1,619,151.91. These costs are for work on complementary in-town flood protection projects for the period November 1, 2022 through November 30, 2022.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	954.69
FM1471	Drain 27 Lift Station #56 Flood Risk Management	33,313.27
FM15J	Belmont Flood Risk Management Project	179,228.48
FM19A	Riverwood Addition Area - Flood Risk Management	2,787.25
FM19B	Royal Oaks Area - Flood Risk Management	1,779.88
FM19C	Woodcrest Drive Area - Flood Risk Management	568,673.83
FM19E	Elm Circle Area - Flood Risk Management	939.95
FM19F	Oak Grove Area - Flood Risk Management	6,115.00
FM21A	Red River Erosion Protection & Bank Stabilization	1,816.25
FM22B	Geotechnical Design - Flood Mitigation	24,110.10
FM22C	Lift Station 55 & 56 - Flood Mitigation	622,547.35
HD19A	Demo Restoration	48,781.86
NR19B	Storm Lift Rehab - #24	33,750.00
NR23A	Storm Lift Rehab - #27 & 38	94,354.00
Total Expense for Period		\$1,619,151.91

If you have any questions relating to our request, please feel free to contact us. Thank you.

Sincerely,

Terri Gayhart
Director of Finance, City of Fargo

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

November 1, 2022 - November 30, 2022

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	Description	Bookmarked Invoice
FLDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	130.03	WP11220017	WP11220017	11/29/2022	City of Fargo	Water Payments - 419 3rd St N Unit 2	1
			460-3530-510.41-05 - Total	130.03						
FLDBUY		46035305106250	XCEL ENERGY	70.19	323427	802642278	11/09/2022	XCEL ENERGY	419 3rd St N - Gas	2
			460-3530-510.62-50 - Total	70.19						
FLDBUY	FLOOD ACQUISITION	46035305106251	XCEL ENERGY	754.47	323427	802642278	11/09/2022	XCEL ENERGY	419 3rd St N - Electric	2
			460-3530-510.62-51 - Total	754.47						
FLDBUY - Total				954.69						
FM1471	FLOOD MIT-Dr 27 42st-I29	46035305103305	PR 6228-DRAIN 27	33,313.27	323497	62309	11/17/2022	HOUSTON ENGINEERING INC	Engineering - Drain 27 (I-29 to 42nd Street)	3
			460-3530-510.33-05 - Total	33,313.27						
FM1471 - Total				33,313.27						
FM15J5	FLOOD MIT-Belmnt Prik/Intk	46035305103305	FEMA LOCAL SHARE REQ #07	21,379.29	ES11220012	ES11220012	11/16/2022	City of Fargo	FEMA Local Share	4
FM15J5	FLOOD MIT-Belmnt Prik/Intk	46035305103305	FEMA LOCAL SHARE REQ #8	7,730.09	ES11220013	ES11220013	11/16/2022	City of Fargo	FEMA Local Share	5
			460-3530-510.33-05 - Total	29,109.38						
FM15J5	FLOOD MIT-Belmnt Prik/Intk	46035305107362	FEMA LOCAL SHARE REQ #07	138,910.31	ES11220012	ES11220012	11/16/2022	City of Fargo	FEMA Local Share	4
FM15J5	FLOOD MIT-Belmnt Prik/Intk	46035305107362	FEMA LOCAL SHARE REQ #8	10,491.75	ES11220013	ES11220013	11/16/2022	City of Fargo	FEMA Local Share	5
			460-3530-510.73-62 - Total	149,402.06						
FM15J5	FLOOD MIT-Belmnt Prik/Intk	46035305107410	FEMA LOCAL SHARE REQ #07	717.04	ES11220012	ES11220012	11/16/2022	City of Fargo	FEMA Local Share	4
			460-3530-510.74-10 - Total	717.04						
FM15J5 - Total				179,228.48						
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	FM19A0 RIVERWOOD FLD MITG	2,787.25	323681	62364	11/23/2022	HOUSTON ENGINEERING INC	Riverwood Flood Mitigation	6
			460-3530-510.33-05 - Total	2,787.25						
FM19A0 - Total				2,787.25						
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	FM19B0 ROYAL OAKS FLD MIT	1,779.88	323681	62365	11/23/2022	HOUSTON ENGINEERING INC	Royal Oaks Flood Mitigation	6
			460-3530-510.33-05 - Total	1,779.88						
FM19B0 - Total				1,779.88						
FM19C1	FLOOD MIT-Woodcrest Dr N	46000002062000	Retainage and Retainage R	-29,927.75	323683	FM19C1 #4 082	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-0000-206.20-00 - Total	-29,927.75						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	LOT10 BLK6, EASEMENTS	46.50	323571	15005328190	11/17/2022	SIMPLIFILE LC	Easements	8
			460-3530-510.38-99 - Total	46.50						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107352	Phase 1 Flood Mitigation	6,270.00	323683	FM19C1 #4 029	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-52 - Total	6,270.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Change Order 1	22,900.00	323683	FM19C1 #4 025	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Phase 1 Storm Sewer	393,431.00	323683	FM19C1 #4 033	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Phase 2 Storm Sewer	9,998.00	323683	FM19C1 #4 034	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-58 - Total	426,329.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Phase 1 Flood Mitigation	53,612.50	323683	FM19C1 #4 028	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Phase 1 Paving	88,421.08	323683	FM19C1 #4 032	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-59 - Total	142,033.58						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107360	Change Order 1	5,250.00	323683	FM19C1 #4 026	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-60 - Total	5,250.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Flood Mitigation	2,632.50	323683	FM19C1 #4 027	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Miscellaneous	15,590.00	323683	FM19C1 #4 030	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-66 - Total	18,222.50						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Miscellaneous	450.00	323683	FM19C1 #4 031	11/23/2022	INDUSTRIAL BUILDERS INC	Woodcrest Flood Mitigation - Pay App 4	7
			460-3530-510.73-69 - Total	450.00						
FM19C1 - Total				568,673.83						
FM19E0	FLOOD MIT-Elm Circle	46035305103305	FM19E0 ELM CIR FLOOD MIT	939.95	323681	62368	11/23/2022	HOUSTON ENGINEERING INC	Elm Circle Flood Mitigation	6
			460-3530-510.33-05 - Total	939.95						
FM19E0 - Total				939.95						
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	FM19F0 OAK GROVE FLD MIT	6,115.00	323681	62369	11/23/2022	HOUSTON ENGINEERING INC	Oak Grove Flood Mitigation	6
			460-3530-510.33-05 - Total	6,115.00						
FM19F0 - Total				6,115.00						
FM21A0	FLOOD MIT-RR Erosion SUnv	46035305103305	PROJFM21A0 RR EROSION	1,816.25	323681	62371	11/23/2022	HOUSTON ENGINEERING INC	Red River Erosion Protection	6
			460-3530-510.33-05 - Total	1,816.25						
FM21A0 - Total				1,816.25						
FM22B1	FLOOD MIT-Geo Tech Design	46000002062000	Retainage and Retainage R	-1,251.53	323455	FM22B1 #4 022	11/17/2022	CC STEEL, LLC	Lift statopm Repl/Rehap Pay App 4	9
			460-0000-206.20-00 - Total	-1,251.53						
FM22B1	FLOOD MIT-Geo Tech Design	46035305103899	BRAUN INTERTEC CORP	331.00	984	1028-11/14/22	12/05/2022	P CARD BMO		
			460-3530-510.38-99 - Total	331.00						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107356	Site #1: Lift Station #15	833.75	323455	FM22B1 #4 004	11/17/2022	CC STEEL, LLC	Lift statopm Repl/Rehap Pay App 4	9
			460-3530-510.73-56 - Total	833.75						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107358	Site #1: Lift Station #15	12,864.38	323455	FM22B1 #4 001	11/17/2022	CC STEEL, LLC	Lift statopm Repl/Rehap Pay App 4	9
			460-3530-510.73-58 - Total	12,864.38						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107359	Site #1: Lift Station #15	2,832.50	323455	FM22B1 #4 003	11/17/2022	CC STEEL, LLC	Lift statopm Repl/Rehap Pay App 4	9
			460-3530-510.73-59 - Total	2,832.50						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107366	Site #1: Lift Station #15	8,500.00	323455	FM22B1 #4 002	11/17/2022	CC STEEL, LLC	Lift statopm Repl/Rehap Pay App 4	9
			460-3530-510.73-66 - Total	8,500.00						
FM22B1 - Total				24,110.10						
FM22C2	FLOOD MIT-Lift Statn55/56	46000002062000	Retainage and Retainage R	-32,765.65	323695	FM22C2 #3 081	11/23/2022	KEY CONTRACTING INC	Lift station Rehab/Reconstruction Pay App 3	10
			460-0000-206.20-00 - Total	-32,765.65						

FM22C2	FLOOD MIT-Lift Statn55/56	46035305107358	Lift Station #55	308,880.00	323695	FM22C2 #3 021	11/23/2022	KEY CONTRACTING INC	Lift station Rehab/Reconstruction Pay App 3	10
FM22C2	FLOOD MIT-Lift Statn55/56	46035305107358	Lift Station #56	276,780.00	323695	FM22C2 #3 022	11/23/2022	KEY CONTRACTING INC	Lift station Rehab/Reconstruction Pay App 3	10
FM22C2	FLOOD MIT-Lift Statn55/56	46035305107358	Storm Sewer	39,077.00	323695	FM22C2 #3 023	11/23/2022	KEY CONTRACTING INC	Lift station Rehab/Reconstruction Pay App 3	10
460-3530-510.73-58 - Total				624,737.00						
FM22C2	FLOOD MIT-Lift Statn55/56	46035305107363	Storm Sewer	30,576.00	323695	FM22C2 #3 024	11/23/2022	KEY CONTRACTING INC	Lift station Rehab/Reconstruction Pay App 3	10
460-3530-510.73-63 - Total				30,576.00						
FM22C2 - Total				622,547.35						
HD19A1	DEMO RESTOR-City Wide	46000002062000	Retainage and Retainage R	25,537.96	323858	HD19A1 #8 006	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
460-0000-206.20-00 - Total				25,537.96						
HD19A1	DEMO RESTOR-City Wide	46035305107359	Site #5 - #1213 El Cano D	6,200.00	323858	HD19A1 #8 004	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
460-3530-510.73-59 - Total				6,200.00						
HD19A1	DEMO RESTOR-City Wide	46035305107367	Site #2 - Royal Oaks Driv	14,553.00	323858	HD19A1 #8 001	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
460-3530-510.73-67 - Total				14,553.00						
HD19A1	DEMO RESTOR-City Wide	46035305107369	Site #3 - 173 South Woods	1,017.75	323858	HD19A1 #8 002	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
HD19A1	DEMO RESTOR-City Wide	46035305107369	Site #4 - #1422 South Riv	593.40	323858	HD19A1 #8 003	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
HD19A1	DEMO RESTOR-City Wide	46035305107369	Site #5 - #1213 El Cano D	878.75	323858	HD19A1 #8 005	12/01/2022	LINNCO, INC	Demolition, Site Restoration & Incidentals Pay App 8	11
460-3530-510.73-69 - Total				2,490.90						
HD19A1 - Total				48,781.86						
NR19B1	STORM LIFT RHAB #24	46035305107358	PKG PAY APP #28-DA SHARE	33,750.00	WP11220003	WP11220003	11/08/2022	City of Fargo	Storm Water DA portion	12
460-3530-510.73-58 - Total				33,750.00						
NR19B1 - Total				33,750.00						
NR23A0	STRM LFT RHAB DR 27 /38 S	46035305103305	STRM SWR LFT#47&48 NR23A0	94,354.00	323681	62373	11/23/2022	HOUSTON ENGINEERING INC	Storm Sewer Lift Station #47 & #48	6
460-3530-510.33-05 - Total				94,354.00						
NR23A0 - Total				94,354.00						
Overall - Total				1,619,151.91						

OHNSTAD TWICHELL, P.C.**Attorneys at Law**

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

15-1395

JTS Invoice # 186237

Flood Diversion Board
Bond Counsel Work - PPP

Date: December 29, 2022

To: Flood Diversion Board
P.O Box 2806
Fargo, ND 58108-2806

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	100.8	\$375.00	\$37,800.00
CMM	4.3	\$375.00	\$1,612.50
LDA	4.0	\$375.00	\$1,500.00
KJS	80.3	\$375.00	\$30,112.50
TJL	2.8	\$375.00	\$1,050.00
JRS	12.2	\$310.00	\$3,782.00
KJM	43.2	\$300.00	\$12,960.00
AJR	47.9	\$205.00	\$9,819.50
Total Fees:	295.5		\$98,636.50
NDRIN			\$4.00
Prof Service Fee Gwendolyn			\$10,250.00
*Credit Card Processing Fee - 3%			\$307.50
UPS			\$23.68
Travel/Mileage			\$11,448.14
Total Expenses:			\$22,033.32
Grand Total			\$120,669.82

		Rates
JTS	John T. Shockley, Partner, Supervising Attorney	\$375.00
CMM	Christopher M. McShane, Partner	\$375.00
ADC	Andrew D. Cook, Partner	\$375.00
SNW	Sarah M. Wear, Partner	\$375.00
LDA	Lukas D. Andrud, Partner	\$375.00
RGH	Robert G. Hoy, Partner	\$375.00
KJS	Katie J. Schmidt, Partner	\$375.00
MWM	Marshall W. McCullough, Partner	\$375.00
TJL	Tyler J. Leverington, Partner	\$375.00
LWC	Lukas W. Croaker, Associate	\$330.00
ABG	Bo Gruchala, Associate	\$320.00
JRS	J.R. Strom, Associate	\$310.00
KJM	Kathryn J. McNamara, Associate	\$300.00
LRC	Leah R. Carlson, Associate	\$320.00
BTB	Brent T. Boeddeker, Associate	\$330.00
DCP	David C. Piper, Associate	\$320.00
JAM	Jenna A. McPherson, Associate	\$275.00
SJH	Stephen J. Hilfer, Associate	\$225.00
MAN	Morgan A. Nyquist, Associate	\$225.00
ZDW	Zachary D. Wall, Associate	\$225.00
CAS	Carol A. Stillwell, Paralegal	\$205.00
AJR	Andrea J. Roman, Paralegal	\$205.00
CRD	Christie R. Dettling, Paralegal	\$185.00
KK	Kiara J. Klinkhammer, Paralegal	\$185.00
TWS	Tim W. Steuber, Paralegal	\$190.00
MRH	Meghan R. Hockert, Paralegal	\$185.00
ATW	Amy T. White, Paralegal	\$185.00
DLR	Dena L. Ranum, Legal Administrative Assistant	\$160.00
KMM	Karla M. Maertens, Legal Administrative Assistant	\$95.00

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

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

Page 2 of 2

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 186237 Flood Diversion Board		Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$29,432.00
151395-2	Executive Director	\$262.50
151395-4	Public Finance Issues	\$706.50
151395-5	Consultant Contract Review/Development	\$6,043.00
151395-8	MNDNR Permit Issues	\$2,100.00
151395-9	Environmental Permitting Issues/NEPA	\$11,652.50
151395-11	Legislative Interface/Lobbying Support	\$75.00
151395-12	USACE Interface/Questions	\$890.00
151395-13	Third Party Utility MOU's	\$25,366.50
151395-22	SRF Loans	\$5,754.00
151395-23	PRAM	\$396.00
151395-24	P3 Implementation	\$15,958.50
TOTAL		\$98,636.50



Cass Rural Water Users District

BOX 98 • 131 MAPLE STREET
 KINDRED, NORTH DAKOTA 58051
 PHONE: 701-428-3139 • TOLL FREE: 800-922-2798
 FAX: 701-428-3130
 www.cassruralwater.com

Reimbursement Request #2 Memmoranandum of Understanding Diversion Channel and Associated Infrastructure

<u>Line</u>	<u>Cost Item</u>	<u>Vendor</u>	<u>Amount</u>
1	Engineering Fees	AE2S	\$61,179.30
2	Admin Costs	Cass Rural Water District	<u>\$2,025.00</u>
		TOTAL	<u>\$63,204.30</u>

CASS RURAL WATER DISTRICT
ENGINEERING FEES - PLAN REVIEW DIVERSION CHANNEL AND ASSOCIATED
INFRASTRUCTURE - 2022

<u>INVOICE</u>	<u>Invoice</u>	
<u>DATE</u>	<u>Number</u>	<u>Amount</u>
1/25/2022	78756	\$11,242.70
2/22/2022	79203	\$2,410.90
3/29/2022	79843	\$2,081.75
4/26/2022	80326	\$508.00
5/24/2022	80875	\$4,674.00
6/28/2022	81340	\$3,669.50
7/26/2022	81942	\$3,854.65
8/23/2022	82428	\$2,001.25
9/27/2022	83029	\$7,171.50
10/25/2022	83508	\$3,985.00
11/22/2022	84152	\$8,347.30
12/20/2022	84568	\$11,232.75
<hr/> TOTAL		\$61,179.30

**CASS RURAL WATER DISTRICT
ADMINISTRATIVE COSTS FOR PLAN
REVIEW AND INSPECTION - DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE
2022**

	DATE	HOURS	COST
Jerry	5/4/2022	2.00	\$180.00
Brent	5/4/2022	2.00	\$180.00
Brent	6/17/2022	2.00	\$180.00
Brent	10/5/2022	2.00	\$180.00
Brent	10/7/2022	2.50	\$225.00
Brent	10/11/2022	2.00	\$180.00
Brent	10/14/2022	2.00	\$180.00
Brent	10/26/2022	2.00	\$180.00
Brent	10/31/2022	2.00	\$180.00
Brent	11/2/2022	2.00	\$180.00
Brent	12/2/2022	2.00	\$180.00
			<hr/>
			\$2,025.00

Invoice # 1008

Billing Period - July 12, 2022 - Nov. 26, 2022

[illegible]



Cass Rural Water Users District

BOX 98 • 131 MAPLE STREET
KINDRED, NORTH DAKOTA 58051
PHONE: 701-428-3139 • TOLL FREE: 800-922-2798
FAX: 701-428-3130
www.cassruralwater.com

Reimbursement Request #1
Master Utility Relocation Agreement
SEAI and UMA
Dated October 18, 2022

<u>Line</u>	<u>Cost Item</u>	<u>Vendor</u>	<u>Amount</u>
1	Legal Fees	Pearce Durick PLLC	\$21,174.50
2	Admin—Jerry Blomeke	Cass Rural Water District	<u>\$4,950.00</u>
		TOTAL	<u>\$26,124.50</u>

CASS RURAL WATER DISTRICT
LEGAL FEES FOR MFDA MURA 2020 TO 2022

<u>INVOICE</u> <u>DATE</u>	<u>MURA</u> <u>AMOUNT</u>	<u>MOU</u> <u>AMOUNT</u>	<u>INVOICE</u> <u>TOTAL</u>
1/7/2021	\$69.00	\$1,748.00	\$1,817.00
3/11/2021	\$299.00	\$1,265.00	\$1,564.00
4/14/2021	\$3,611.00	\$4,411.24	\$8,022.24
7/7/2021	\$1,150.00	\$713.00	\$1,863.00
9/9/2021	\$1,288.00		\$1,288.00
10/6/2021	\$253.00		\$253.00
1/13/2022	\$1,012.00		\$1,012.00
4/19/2022	\$2,438.00		\$2,438.00
5/9/2022	\$253.00		\$253.00
6/6/2022	\$184.00		\$184.00
7/13/2022	\$1,449.00		\$1,449.00
8/11/2022	\$3,312.00		\$3,312.00
9/8/2022	\$2,622.00		\$2,622.00
10/6/2022	\$1,426.00		\$1,426.00
11/8/2022	\$1,808.50		\$1,808.50
	\$21,174.50	\$8,137.24	\$29,311.74

**CASS RURAL WATER DISTRICT
ADMINISTRATIVE COSTS TO
REVIEW AND NEGOTIATE MFDA MURA
Jerry Blomeke 2020 to 2022**

DATE	HOURS	COST
12/15/2020	0.50	\$45.00
2/2/2021	0.50	\$45.00
3/12/2021	1.00	\$90.00
3/5/2021	0.50	\$45.00
3/11/2021	0.50	\$45.00
6/24/2021	1.00	\$90.00
6/27/2021	1.00	\$90.00
8/23/2021	1.50	\$135.00
9/8/2021	1.00	\$90.00
12/10/2021	1.00	\$90.00
1/4/2022	2.00	\$180.00
1/10/2022	1.50	\$135.00
3/2/2022	1.00	\$90.00
3/4/2022	3.50	\$315.00
3/9/2022	0.50	\$45.00
3/24/2022	1.50	\$135.00
4/4/2022	1.00	\$90.00
4/5/2022	1.50	\$135.00
4/11/2022	1.00	\$90.00
4/26/2022	0.50	\$45.00
5/2/2022	1.00	\$90.00
5/4/2022	1.00	\$90.00
5/9/2022	0.50	\$45.00
6/6/2022	1.00	\$90.00
6/9/2022	1.00	\$90.00
6/10/2022	1.50	\$135.00
6/15/2022	1.50	\$135.00
6/23/2022	1.50	\$135.00
6/29/2022	1.00	\$90.00
7/5/2022	1.00	\$90.00
7/6/2022	1.00	\$90.00
7/18/2022	1.00	\$90.00
7/19/2022	2.00	\$180.00
7/21/2022	2.50	\$225.00
7/22/2022	1.50	\$135.00
7/25/2022	2.00	\$180.00
8/16/2022	0.50	\$45.00
9/14/2022	0.50	\$45.00
9/15/2022	0.50	\$45.00

9/16/2022	0.50	\$45.00
9/29/2022	0.50	\$45.00
10/11/2022	1.50	\$135.00
10/17/2022	1.50	\$135.00
10/18/2022	0.50	\$45.00
10/24/2022	1.00	\$90.00
11/30/2022	1.00	\$90.00
12/22/2022	3.50	\$315.00
	55.00	\$4,950.00

Invoice # 1007

Billing Period - July 12, 2022 - Nov. 26, 2022

Name	Description	Hours	Rate	Invoice #	Total Amount
Houston Engineering Inc.	Professional Services: 06/26/2022-07/23/2022			60602	\$ 1,107.00
Houston Engineering Inc.	Professional Services: 08/28/2022-09/24/2022			61577	\$ 12,637.25
Houston Engineering Inc.	Professional Services: 10/30/2022-11/26/2022			62662	\$ 7,677.50
Buffalo-Red River WD	Project Coordination: 08/14/2022-08/27/2022			300	\$ 49.67
Buffalo-Red River WD	Project Coordination: 08/28/2022-09/10/2022			301	\$ 182.11
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	Total Amount Due				\$ 21,653.53
	Billed to date				\$ 139,815.72

CASS COUNTY GOVERNMENT
PO BOX 2806
211 9th STREET SOUTH
Fargo, ND 58108

(701) 241-5600

DATE: 1/12/23

TO: CITY OF FARGO
PO BOX 2083
FARGO, ND 58107

CUSTOMER NO: 198/294

TYPE: CA - FINANCE OFFICE

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	12/20/22	BEGINNING BALANCE			112,138.77
	1/04/23	PAYMENT			4,997.55-
	1/09/23	PAYMENT			107,141.22-
AUDIT	1/12/23	FM DIVERSION			98,425.73
		PAYROLL EXPENSE	Employee agreements in place		
AUDIT	1/12/23	FM DIVERSION	Submitted for approval at Jan board mtg		9,749.27
		MISC EXPENSES			
VWR	1/12/23	VALLEY WATER RESCUE GRANT			21,750.00
		2023 CONTRIBUTION - VWR			

not a diversion expense

Current	30 days	60 days	90 days
129925.00			

DUE DATE: 2/13/23

PAYMENT DUE: 129,925.00
TOTAL DUE: \$129,925.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/12/23 DUE DATE: 2/13/23 NAME: CITY OF FARGO
CUSTOMER NO: 198/294 TYPE: CA - FINANCE OFFICE

REMIT AND MAKE CHECK PAYABLE TO:

CASS COUNTY FINANCE

211 9TH ST S

PO BOX 2806

FARGO

ND 58108-2806

(701) 241-5606

TOTAL DUE: \$129,925.00

Fiscal Accountability Report Design Phase As of 12/31/22								790: FM Diversion Project Fund	770: Budget Fund			773: Excess Capital Fund			
	2011-2017	2018	2019	2020	2021	2022	Total	2021	2022	Fund	2021	2022	Total	Grand Total	
Revenues															
City of Fargo	135,530,327	30,150,091	32,835,957	30,746,840	39,900,525	30,107,458	299,271,197	-	-	-	-	-	-	299,271,197	
Cass County	192,414,790	14,305,401	15,637,755	15,716,168	20,605,468	14,317,216	272,996,798	-	-	-	-	-	-	272,996,798	
State Water Commission	165,835,767	9,227,010	26,655,616	69,249,584	44,928,872	21,249,909	337,146,758	-	-	-	-	-	-	337,146,758	
State of ND - Legacy Fund	-	-	-	-	-	76,727,539	76,727,539	-	-	-	-	-	-	76,727,539	
State of ND - SRF	-	-	-	-	-	-	1,272,652	-	-	-	-	-	-	1,272,652	
Cass County Joint Water Resource District	-	-	-	-	28,630,991	-	28,630,991	-	-	-	-	-	-	28,630,991	
Other Agencies	706,805	-	-	-	-	-	706,805	-	-	-	-	-	-	706,805	
City of Oxbow MOU Repayment	1,586,436	-	358,178	878,020	122,038	-	2,944,671	-	-	-	-	-	-	2,944,671	
Reimbursements	78,599	27,396	22,600	40,007	52,055	18,930	239,587	-	-	-	-	-	-	239,587	
Lease/Rental Payments	967,151	527,903	653,883	802,745	622,459	111,827	3,685,967	-	-	-	-	-	-	3,685,967	
Asset Sales	1,222,335	-	-	13,234	1,802,265	1,348,132	4,385,967	-	-	-	-	-	-	4,385,967	
Interest Income	505,157	1,246,875	1,885,896	1,152,843	1,011,554	1,375,784	7,178,109	-	-	-	-	-	-	7,178,109	
Miscellaneous	3,879	356	-	651	7,336	1,987	14,210	659,570	1,253,376	1,912,946	-	-	-	1,927,156	
Total Revenues	498,851,246	55,485,032	78,049,884	118,600,091	137,683,563	146,531,434	1,035,201,251	659,570	1,253,376	1,912,946	-	-	-	1,037,114,196	
Expenditures															
7905 Army Corp Payments	53,159,000	-	-	-	-	-	53,159,000	-	-	-	-	-	-	53,159,000	
7910 WIK - Administration	2,006,449	849,081	1,201,725	2,068,489	2,650,150	2,088,988	10,864,882	697,145	897,338	1,594,482	-	-	-	12,459,365	
7915 WIK - Project Design	28,398,585	2,142,880	2,516,133	3,258,835	2,261,337	1,749,915	40,327,685	-	-	-	-	-	-	40,327,685	
7920 WIK - Project Management	45,205,261	6,817,589	8,326,357	10,369,118	13,629,756	12,452,116	96,800,197	-	-	-	-	-	-	96,800,197	
7925 WIK - Recreation	163,223	-	40,000	75,000	-	-	278,223	-	-	-	-	-	-	278,223	
7930 LERRDS - North Dakota	170,376,168	8,114,895	30,223,861	66,942,804	42,321,398	51,973,001	369,952,128	-	-	-	-	-	-	369,952,128	
7931 LERRDS - Minnesota	2,202,937	4,914	5,352	2,769,551	3,832,050	4,450,260	13,265,065	-	-	-	-	-	-	13,265,065	
7940 WIK Mitigation - North Dakota	843,506	69,283	12,357	97,512	35,279,546	57,777	36,359,981	-	-	-	-	-	-	36,359,981	
7941 WIK Mitigation - Minnesota	-	-	-	-	112,271	275,028	387,299	-	-	-	-	-	-	387,299	
7950 Construction - North Dakota	69,359,502	4,384,090	18,183,794	12,172,911	25,488,649	12,114,630	141,703,576	-	-	-	-	-	-	141,703,576	
7951 Construction - Minnesota	-	-	-	-	-	210,000	210,000	-	-	-	-	-	-	210,000	
7952 Construction - O/H/B	28,025,762	4,111,617	369,936	1,104,928	2,070,541	639,604	36,322,388	-	-	-	-	-	-	36,322,388	
7955 Construction Management	10,172,430	296,092	685,741	444,536	180,481	118,311	11,897,590	-	-	-	-	-	-	11,897,590	
7980 Operations & Maintenance	34,941	41,493	35,328	79,049	2,971	-	193,782	-	-	-	-	-	-	193,782	
7990 Project Financing	14,762,103	9,879,405	11,434,046	12,017,311	14,236,187	8,737,651	71,066,703	-	-	-	-	-	-	71,066,703	
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7999 Non Federal Participating Costs	221,684	-	-	-	-	-	221,684	-	-	-	-	-	-	221,684	
Total Expenditures	424,931,551	36,711,339	73,034,630	111,400,046	142,065,336	94,867,281	883,010,183	697,145	897,338	1,594,482	-	-	-	884,604,666	
Other Financing Sources (Uses)															
Transfers From Other Diversion Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7998 Transfers to Other Diversion Funds	-	-	-	-	659,566	1,250,000	1,909,566	-	-	-	-	-	-	1,909,566	
Total Other Financing Sources (Uses)	-	-	-	-	659,566	1,250,000	1,909,566	-	-	-	-	-	-	1,909,566	

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
12/31/2022

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 126,659,942	\$ 318,463	\$ 126,978,406
Cash Horace 3.01 MIT	5,021,629	-	5,021,629
Cash Held In Trust at BND			
Excess Revenue Fund	(67)	-	(67)
Temp Debt Obligation Fund	144,077	-	144,077
Authority Loan Fund	2,399	-	2,399
P3 Reserve Fund	16,125,722	-	16,125,722
SRF Loan Reserve Fund	2,283,750		2,283,750
Revenue Fund	8		8
Prepaid Expense	223,728	-	223,728
Total assets	150,461,190	318,463	150,779,653
Liabilities			
Vouchers payable	-	-	-
Retainage payable	148,468	-	148,468
Rent Deposit	19,725	-	19,725
Deferred Revenue	11,500		11,500
Total liabilities	179,693	-	179,693
NET POSITION	\$ 150,281,497	\$ 318,463	\$ 150,599,961

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.33-37	12/15/2022	324184	HighRoad Partners, LLC	\$600.00	DEC HR PARTNER FEE	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	12/15/2022	324212	Marco Technologies	\$9,042.18	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
Technical Services / Computer Services				\$9,042.18			
770 Subtotal				\$9,642.18			
790-7910-429.33-25	12/5/2022	991	OHNSTAD TWICHELL PC	\$73,581.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$73,581.50			
790-7910-429.34-20	12/8/2022	323957	C THREE MEDIA, LLC	\$9,483.63	DIVERSION VIDEOGRAPHY	V08601	VIDEOGRAPHY
	12/29/2022	324589	Michael H Klein	\$2,238.51	PUBLIC OUTREACH	V07201	COMMUNICATION CONSULTING
	12/29/2022	324607	Neon Loon Communications, LL	\$9,318.75	NEON LOON COMMUNICAT	V09601	COMMUNICATIONS SUPPORT
Technical Services / Marketing / Public Relat.				\$21,040.89			
790-7910-429.34-40	12/22/2022	324380	Flint Group	\$150.00	MFDA MEDIA MONITORING	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$150.00			
790-7910-429.34-56	12/21/2022	ES12220	City of Fargo	\$16,480.00	FISCAL AGENT FEE - 12/22	V05902	MONTHLY FISCAL AGENT FEE
				\$16,480.00			
790-7910-429.38-68	12/22/2022	324383	GA Group, PC	\$4,000.00	GOVT RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	12/15/2022	324129	Ambassador, Inc.	\$1,850.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$1,850.00			
790-7915-429.33-05	12/8/2022	323936	AECOM	\$36,951.27	CUTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	12/22/2022	324403	HOUSTON-MOORE GROUP L	\$90,175.00	DIVERSION PROJ MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
	12/29/2022	324538	AECOM	\$31,053.00	CULTERUAL RESOURCES INVES	V01004	SEAI CULTURAL RES INVEST
Other Services / Engineering Services				\$158,179.27			
790-7920-429.33-05	12/22/2022	324403	HOUSTON-MOORE GROUP L	\$26,982.50	DIVERSION PROJ MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
Other Services / Engineering Services				\$26,982.50			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-79	12/8/2022	324076	MOORE ENGINEERING INC	\$841.88	REIMB MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MG
	12/8/2022	324076	MOORE ENGINEERING INC	\$2,115.00	REIMV MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MG
	12/22/2022	324341	CH2M Hill Engineers Inc	\$480,942.44	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	12/22/2022	324341	CH2M Hill Engineers Inc	\$581,106.50	P3 SUPPORT SERVICE	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,065,005.82			
790-7930-429.33-05	12/8/2022	323935	ADVANCED ENGINEERING I	\$196,931.40	9/17-10/14 DIVERSION PROJ	V00302	PROGRAM MGMT SERVICES
	12/8/2022	323969	HDR Engineering, Inc.	\$19,434.34	HDR ENINGEERING INC	V01201	Cass Joint Water ROE
	12/8/2022	323969	MOORE ENGINEERING INC	\$285.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
	12/8/2022	323969	Prosource Technologies, Inc	\$10,545.44	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	12/8/2022	323969	SRF Consulting Group	\$35,381.72	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	12/22/2022	324335	HDR Engineering, Inc.	\$21,180.03	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
	12/22/2022	324335	SRF Consulting Group	\$45,220.90	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	12/22/2022	324342	MOORE ENGINEERING INC	\$25,276.25	MOORE ENGINEERING, INC.	V10601	CITY OF CHRISTINE MOU
	12/22/2022	324403	HOUSTON-MOORE GROUP L	\$10,112.50	DIVERSION PROJ MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
	12/29/2022	324537	ADVANCED ENGINEERING I	\$206,097.71	DIVERSION SERVICES	V00302	PROGRAM MGMT SERVICES
Other Services / Engineering Services				\$570,465.29			
790-7930-429.33-25	12/8/2022	323969	Larkin Hoffman Attorneys	\$12,215.74	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	12/8/2022	323969	OHNSTAD TWICHELL PC	\$161,494.90	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
	12/8/2022	323969	OHNSTAD TWICHELL PC	\$18,242.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/8/2022	323969	OHNSTAD TWICHELL PC	\$3,986.00	OHNSTAD TWICHELL, P.C	V01203	Cass Joint Water OHB
	12/22/2022	324335	Larkin Hoffman Attorneys	\$14,129.63	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	12/22/2022	324335	OHNSTAD TWICHELL PC	\$173,545.11	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/22/2022	324335	OHNSTAD TWICHELL PC	\$3,041.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	12/22/2022	324342	LIES, BULLIS & HATTING, P	\$560.81	LIES, BULLIS & HATTING	V10601	CITY OF CHRISTINE MOU
	12/22/2022	324342	Swanson & Warcup	\$4,829.00	SWANSON & WARCUP	V10601	CITY OF CHRISTINE MOU
Other Services / Legal Services				\$392,045.19			
790-7930-429.33-32	12/8/2022	323969	COMPASS LAND CONSULTA	\$8,681.93	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
	12/22/2022	324335	COMPASS LAND CONSULTA	\$13,000.00	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$21,681.93			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
 EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-79	12/22/2022	324341	CH2M Hill Engineers Inc	\$17,863.37	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$17,863.37			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.34-65	12/8/2022	323969	0074 - WADE A HANSON	\$1,000.00	WADE HANSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0080 - MAVIS I BARTEL	\$500.00	RONALD LEE BARTEL	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0086 - LANGTON, JAN L	\$1,000.00	JAN LANGTON	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0103 - BRENT A OLSON ETAL	\$1,000.00	BRENT AND KERI OLSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0152 - CULLEN T & HEATHE	\$1,000.00	CULLEN WELLS	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0207 - 7 HORSESHOE BEND L	\$1,000.00	7 HORSESHOE BEND LLC	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0586 - WAYNE D FREEDLAN	\$500.00	WAYNE & LUANA FREEDLAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0609 - WAYNE D & LUANA F	\$500.00	WAYNE & LUANA FREEDLAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0610 - KEITH D & JANN L MO	\$1,000.00	KEITH AND JANN MONSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	0812 - FREEMAN	\$500.00	CAROL FREEMAN	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1017 - JOE & CASSIE LOUWA	\$1,000.00	JOE LOUWAGIE	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1056 - LORI J ANDERSON	\$500.00	MATTHEW & ERIN LARSGAARD	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1161 - LEINO-MILLS, DAVID	\$1,000.00	DAVIS B LEINO-MILLS	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1201 - ADAMS I	\$1,000.00	MARY K ADAMS	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	5241 - MJQ INVESTMENTS	\$1,000.00	MJQ INVESTMENTS LLC	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	5242 - RANDAL W & SUSAN	\$1,000.00	RANDAL AND SUSAN WOODLEY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	5245 - JEFF T JONES	\$1,000.00	JEFF AND ANN JONES	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	5261 - RYAN GRADE ETAL	\$1,000.00	RYAN AND CAMILLE GRADE	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8523 - CAROL FREEMAN	\$500.00	CAROL FREEMAN	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8614 - DANIEL A & ERIN A H	\$1,000.00	DANIEL & ERIN HETLAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8659 - MICHAEL D AMUNDS	\$500.00	ADELINA MARIA PERALTA	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8659 - MICHAEL D AMUNDS	\$500.00	MICHEL AMUNDSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8662 - MAURICE A & SUE CH	\$1,000.00	MAURUCE AND SUE WILLOWS	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8663 - MAVIS I BARTEL	\$500.00	RONALD LEE BARTEL	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8664 - DUANE R & MARY JA	\$1,000.00	DUANE & MARY J BREITLING	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8918 - BRADLEY E BERNHAR	\$500.00	MATTHEW & ERIN LARSGAARD	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0050 - DOUGLAS S & MARY	\$1,000.00	DOUGLAS AND MARY SHERMAN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0073 - GILLE PROPERTIES I L	\$1,000.00	GILLE PROPERTIES	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0077 - BIRCH TREE INVESTM	\$1,000.00	LYLE LURITSEN/BIRCH TREE	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0079 - GARY J PRIEVE	\$500.00	GARY AND GLENDA PRIEVE	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0080 - MAVIS I BARTEL	\$500.00	GARY AND GLENDA PRIEVE	V01701	ND LAND PURCH-OUT OF TOWN

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.34-65	12/22/2022	324335	0097 - LEBAHN, SHANE L &	\$500.00	TAMARA LEBAHN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0097 - LEBAHN, SHANE L &	\$500.00	SHANE LEBAHN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0100 - MARK & BONNIE SIM	\$1,000.00	MARK AND BONNIE SIMMONS	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0104 - ANDERSON, PATRICIA	\$1,000.00	PATRICIA ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0105 - COLLIN & RENEE STA	\$1,000.00	COLIN & RENEE STANGELAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0111 - BOER, BRIAN C & SUS	\$1,000.00	BRIAN BOER	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0153 - DUANE D & TRUDY K	\$1,000.00	DUANE AND TRUDY WANNER	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0314 - BISHOP, ROBERT J	\$1,000.00	ROBERT BISHOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0584 - OAKWOOD CEMETER	\$500.00	OAKWOOD CEMETARY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0928 - ROERS, THEODORE J	\$1,000.00	THEODORE AND PAULA ROERS	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0933 - DOUGLAS J KUHN	\$1,000.00	DOUGLAS KUHN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0972 - NEUBAUER, DALE D &	\$500.00	DALE NEUBAUER	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0972 - NEUBAUER, DALE D &	\$500.00	CYNTHIA NEUBAUER	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0974 - KUEHN, WILLIAM H &	\$1,000.00	WILLIAM KUEHN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0978 - ALFSTAD, ANDREA D	\$1,000.00	ANDREA BUTLER	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0979 - LOCKWOOD, GENE M	\$1,000.00	GENE LOCKWOOD	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1007 - BRIAN W & MARY M	\$1,000.00	MARY NELSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1153 - SCOTT & MAMIE AND	\$250.00	MAMIE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1199N - JON D & JULIE B LA	\$1,000.00	JON AND JULIE LARSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	4444 - DALE & MARY FLESB	\$1,000.00	DALE FLESBERG	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5234 - PHUOC LOC TRAN ET	\$500.00	AI SHUN LIN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5234 - PHUOC LOC TRAN ET	\$500.00	PHOUOC LOC TRAN	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5260 - THOMAS A HALDIS	\$1,000.00	THOMAS HALDIS	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5263 - JOSHUA T & JOANNA	\$500.00	JOANNA BREDDING	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5263 - JOSHUA T & JOANNA	\$500.00	JOSHUE BREDDING	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5264 - DANIEL E & ANNETTE	\$1,000.00	DANIEL PETERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	8613 - RICHARD D & REBEC	\$1,000.00	RICHARD & REBECCA HORSLEY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	8617 - SCOTT M & MAMIE E	\$250.00	MAMIE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	8877 - OAKWOOD CEMETER	\$500.00	OAKWOOD CEMETARY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	9085 - ANDERSON, SCOTT M	\$250.00	MAMIE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	9089 - ANDERSON, SCOTT M	\$250.00	MAMIE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.34-65	12/22/2022	324335	9107 - SCHERWEIT, GAIL R	\$1,000.00	GAIL BAKKO	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	9345 - HORNE	\$1,000.00	HORNE FAMILY LIMITED PART	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	9389 - BACKER	\$1,000.00	LEON BACKER	V01701	ND LAND PURCH-OUT OF TOWN
Technical Services / Right of Entry Requests				\$51,000.00			
790-7930-429.38-99	12/8/2022	323969	ALL AMERICAN PLUMBING	\$1,920.00	ALL AMERICAN PLUMBING	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$1,920.00			
790-7930-429.41-05	12/8/2022	323969	Cass Rural Water	\$27.11	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
Utility Services / Water and Sewer				\$27.11			
790-7930-429.52-10	12/8/2022	323969	DAWSON INSURANCE AGEN	\$4,120.88	MARSH MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$4,120.88			
790-7930-429.52-70	12/22/2022	324529	Watts and Associates, Inc.	\$17,928.41	INS PRODUCT DEVEL SERVICE	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$17,928.41			
790-7930-429.61-50	12/8/2022	323969	CASS COUNTY JOINT WATE	\$204.49	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
	12/22/2022	324335	CASS COUNTY JOINT WATE	\$295.95	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
General Supplies / Postage				\$500.44			
790-7930-429.62-51	12/8/2022	323969	Cass County Electric Cooperativ	\$596.96	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	Cass County Electric Cooperativ	\$390.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$987.27			
790-7930-429.62-52	12/8/2022	323969	Dakota Plains AG	\$1,779.00	CHS DAKOTA PLAINS	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	Dakota Plains AG	\$1,367.95	CHS DAKOTA PLAINS	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	Farmers Union Oil Company of	\$49.95	PETRO SERVE USA	V01701	ND LAND PURCH-OUT OF TOWN
				\$3,196.90			
790-7930-429.67-11	12/8/2022	323969	1131 - JONATHAN DEAN & T	\$21,471.87	JONATHAN & TARA BULTEMA	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1992 - HAHN	\$66,990.00	GREG AND ROSE JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1102N - CASS COUNTY JOIN	\$2,278.11	PAULETTE RHEALT	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1129 - JOSEPH W MERZ	\$1,509.00	5 STAR MOVING	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1899 - LONGTINE	\$2,803.27	MATTHEW & KERRY LONGTINE	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$95,052.25			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.67-12	12/8/2022	323969	1899 - LONGTINE	\$500.00	FOLTZ BUILDINGS	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1899 - LONGTINE	\$500.00	SUPERIOR, INC	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	8386 - LEO A & AMY M COSS	\$500.00	NORTHERN EXCAVATING LLC	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$1,500.00			
790-7930-429.68-10	12/8/2022	323969	MARK HIATT	\$4,332.00	MARK HIATT	V01201	Cass Joint Water ROE
Miscellaneous / Miscellaneous				\$4,332.00			
790-7930-429.71-30	12/8/2022	323969	0720N - THUNBERG LIVING	\$1,431,893.86	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1129 - JOSEPH W MERZ	\$500.00	JOSEPH MERZ	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1169N - BRUCE C THUE LIVI	\$627,715.22	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1200N - BRUCE C THUE LIVI	\$627,715.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	9284 - THUNBERG	\$1,431,893.85	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0717N - DAVID HOUKOM	(\$306,753.27)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0843 - BREI	\$31,700.00	BLAKE GRINOLDS WIEDERHOLT	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0843 - BREI	\$794,250.00	BREI ESTATES, LLLP	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1121 - JOAN CROOKS	(\$71,215.50)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	8385 - ERIC J SCORE	(\$71,215.49)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2022	ES12220	Red River Valley & Western Rai	\$200,000.00	RRVW PAYMENT BASED ON	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$4,696,483.88			
790-7930-429.71-31	12/8/2022	323969	1572 - HORNE	\$1,999.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	1597 - MARSCHNER, BRAND	\$26,910.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	2012 - ODEGAARD 3	\$66,962.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	2026 - ODEGAARD 3	\$66,962.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	5038 - PAUL & JANICE JOHN	\$62,522.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/8/2022	323969	9226 - ODEGAARD 5	\$66,962.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0832 - DUVAL 3	\$414,146.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	0835 - DUVAL 3	\$414,146.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1909 - DUVAL 5	\$414,146.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	1911 - DUVAL 6	\$414,146.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/22/2022	324335	5030 - ROSEMARIE DUVAL	\$414,146.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$2,363,047.00			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.73-70	12/8/2022	323971	Cass Rural Water	\$1,540.00	5101 112 AVE S	V05003	SERVICE LINE ABONDONMENTS
	12/8/2022	323971	Cass Rural Water	\$1,540.00	5302 112 AVE S	V05003	SERVICE LINE ABONDONMENTS
	12/8/2022	323971	Cass Rural Water	\$2,060.00	CUTT LINE 112 AVE & 57 ST	V05003	SERVICE LINE ABONDONMENTS
	12/22/2022	324336	Cass Rural Water	\$12,440.00	WP50G DISCONNECTIONS	V05007	WP50G PROPERTIES WTR DISC
Infrastructure / Utilities				\$17,580.00			
790-7931-429.33-05	12/8/2022	323975	Prosource Technologies, Inc	\$26,606.31	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	12/8/2022	323975	SRF Consulting Group	\$16,021.24	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
	12/22/2022	324345	Prosource Technologies, Inc	\$23,047.10	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	12/22/2022	324345	SRF Consulting Group	\$21,080.07	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$86,754.72			
790-7931-429.33-25	12/8/2022	323975	OHNSTAD TWICHELL PC	\$53,994.65	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
	12/22/2022	324345	Minnesota Office of Administrati	\$98.00	STATE OF MINNESOTA	V06201	MCCJPA - MN ROE
	12/22/2022	324345	OHNSTAD TWICHELL PC	\$72,569.08	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$126,661.73			
790-7931-429.34-65	12/22/2022	324345	0367 - NOKKEN CORRINE M	\$1,000.00	CORRINE NOKKEN	V02301	MN LAND PURCHASES
Technical Services / Right of Entry Requests				\$1,000.00			
790-7931-429.38-99	12/22/2022	324345	Build A Sign	\$2,212.94	BUILD A SIGN	V02301	MN LAND PURCHASES
	12/22/2022	324345	Red River Electric, Inc.	\$2,165.00	RED RIVER ELECTRIC	V02301	MN LAND PURCHASES
Other Services / Other Services				\$4,377.94			
790-7931-429.52-10	12/8/2022	323975	DAWSON INSURANCE AGEN	\$927.36	MARSH & MCLEANNAN	V02301	MN LAND PURCHASES
Insurance / Property Insurance				\$927.36			
790-7931-429.54-10	12/8/2022	323975	Clay County Union	\$33.00	CLAY COUNTY UNION	V06201	MCCJPA - MN ROE
	12/22/2022	324345	Clay County Union	\$27.50	CLAY COUNTY UNION	V06201	MCCJPA - MN ROE
				\$60.50			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.62-51	12/8/2022	323975	LAKE REGION ELECTRIC CO	\$84.73	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	12/8/2022	323975	RED RIVER VALLEY COOPE	\$253.48	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	12/22/2022	324345	LAKE REGION ELECTRIC CO	\$86.42	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	12/22/2022	324345	RED RIVER VALLEY COOPE	\$284.89	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$709.52			
790-7931-429.71-31	12/8/2022	323975	0251X - LARRY & AJ DAHLS	\$286,265.50	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1633 - MCGREGOR_TONSFEL	\$73,054.25	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1634 - DAHLSTROM	\$10,511.00	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1673 - MCGREGOR_TONSFEL	\$73,054.25	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1803 - DAHLSTROM	\$286,265.50	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1806 - MCGREGOR_TONSFEL	\$73,054.25	THE TITLE CO	V02301	MN LAND PURCHASES
	12/8/2022	323975	1812 - MCGREGOR_TONSFEL	\$73,054.25	THE TITLE CO	V02301	MN LAND PURCHASES
	12/22/2022	324345	5179 - LUCKE/JAMES H/TRUS	\$13,833.00	THE TITLE CO	V02301	MN LAND PURCHASES
	12/22/2022	324345	5184 - LUCKE/JAMES H/TRUS	\$13,833.00	THE TITLE CO	V02301	MN LAND PURCHASES
Land / Easements				\$902,925.00			
790-7940-429.33-06	12/8/2022	323956	BRAUN INTERTEC CORP	\$8,859.61	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
Other Services / Quality Testing				\$8,859.61			
790-7950-429.33-05	12/9/2022	ES12220	City of Fargo	\$23,495.00	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	12/9/2022	ES12220	MOORE ENGINEERING INC	\$44,416.68	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
	12/16/2022	ES12220	HOUSTON ENGINEERING IN	\$71,245.84	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
	12/16/2022	ES12220	MOORE ENGINEERING INC	\$10,745.81	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
Other Services / Engineering Services				\$149,903.33			
790-7950-429.33-06	12/8/2022	323956	BRAUN INTERTEC CORP	\$1,033.50	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERVICE
Other Services / Quality Testing				\$1,033.50			
790-7950-429.33-25	12/9/2022	ES12220	Serkland Law Firm	\$911.50	P CARD BMO	V05418	FLOOD ACQUISITIONS
	12/16/2022	ES12220	ERIK R JOHNSON & ASSOCI	\$18,750.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
	12/16/2022	ES12220	Serkland Law Firm	\$1,622.50	P CARD BMO	V05418	FLOOD ACQUISITIONS
Other Services / Legal Services				\$21,284.00			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.38-99	12/29/2022	324619	Pleasant Township	\$7,912.00	GRAVEL COSTS-TURNER SAND	V06801	WILD RICE STUC-BLDG PRMT
	12/9/2022	ES12220	Simplifile LC	\$46.50	SIMPLIFILE LC	V05409	FLOOD MIT-WOODCREST DRIVE
	12/16/2022	ES12220	Bryan Randerson	\$4,520.00	RANDERSON, BRYAN	V05407	FLOOD MIT-RIVERWOOD ADDT
Other Services / Other Services				\$12,478.50			
790-7950-429.41-05	12/8/2022	323971	Cass Rural Water	\$27.00	OCT-DIVERSION INLET	V05006	DIVERSION INLET UTILITY
	12/9/2022	ES12220	City of Fargo	\$130.03	City of Fargo	V05418	FLOOD ACQUISITIONS
	12/16/2022	ES12220	City of Fargo	\$130.03	City of Fargo	V05418	FLOOD ACQUISITIONS
Utility Services / Water and Sewer				\$287.06			
790-7950-429.54-10	12/9/2022	ES12220	FORUM COMMUNICATIONS	\$122.31	P CARD BMO	V05426	RR EROSION-UNIV & 52ND AV
				\$122.31			
790-7950-429.62-50	12/9/2022	ES12220	XCEL ENERGY-FARGO	\$39.73	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
				\$39.73			
790-7950-429.62-51	12/9/2022	ES12220	XCEL ENERGY-FARGO	\$237.37	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
				\$237.37			
790-7950-429.68-10	12/16/2022	ES12220	Sign Solutions USA	\$310.20	SIGN SOLUTIONS USA, LLC(P	V05422	FLOOD MIT - NORTH SIDE
				\$310.20			
790-7950-429.71-30	12/16/2022	ES12220	Jake Kruse	\$80,565.45	KRUSE, JAKE	V05409	FLOOD MIT-WOODCREST DRIVE
				\$80,565.45			
790-7950-429.73-52	12/9/2022	ES12220	Rick Electric Inc	\$1,410.00	RICK ELECTRIC INC	V05407	FLOOD MIT-RIVERWOOD ADDT
	12/16/2022	ES12220	INDUSTRIAL BUILDERS INC	\$249,929.88	INDUSTRIAL BUILDERS INC	V05409	FLOOD MIT-WOODCREST DRIVE
	12/16/2022	ES12220	Key Contracting Inc	\$262,667.97	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
Infrastructure / Flood Control				\$514,007.85			
790-7950-429.73-58	12/16/2022	ES12220	City of Fargo	\$92,463.41	City of Fargo	V05419	STORM LIFT STATION #24
				\$92,463.41			
790-7950-429.73-62	12/9/2022	ES12220	City of Fargo	\$222,433.31	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
				\$222,433.31			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-70	12/8/2022	323971	Cass Rural Water	\$4,900.00	DA POT HOLE	V05004	SE-2A, DRAIN 27, & INLET
	12/8/2022	323971	Cass Rural Water	\$17,183.00	REIMB ABBOTT,ARNE,SCHWIND	V05004	SE-2A, DRAIN 27, & INLET
	12/8/2022	324070	NUSTAR PIPELINE OPERATI	\$5,376,515.18	CHANNEL PIPELINE RELOCATE	V06301	CHANNEL UTILITY RELOCATION
	12/29/2022	324599	Midcontinent Communications	\$65,110.54	CABLE RELOCATION	V03502	HORACE DIVISION
	12/29/2022	324600	Minnkota Power Cooperative	\$63,313.32	LINE RAISE	V08203	CO RD 16 - 69KV LINE RAISE
Infrastructure / Utilities				\$5,527,022.04			
790-7950-429.74-10	12/9/2022	ES12220	City of Fargo	\$2,112.50	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
				\$2,112.50			
790-7959-429.33-05	12/9/2022	ES12220	APEX Engineering Group Inc	\$668.99	APEX ENGINEERING GROUP IN	V05430	STORM LIFT IMPROVEMENTS #1
	12/9/2022	ES12220	KLJ ENGINEERING, LLC	\$1,009.00	KLJ ENGINEERING, LLC	V05430	STORM LIFT IMPROVEMENTS #1
	12/16/2022	ES12220	KLJ ENGINEERING, LLC	\$1,151.00	KLJ ENGINEERING, LLC	V05430	STORM LIFT IMPROVEMENTS #1
				\$2,828.99			
790-7959-429.38-99	12/16/2022	ES12220	BRAUN INTERTEC CORP	\$913.00	P CARD BMO	V05430	STORM LIFT IMPROVEMENTS #1
	12/16/2022	ES12220	Eagle River Utility Solutions LL	\$5,698.90	EAGLE RIVER UTILITY SOLUT	V05431	STORM LIFT IMPROVEMENTS #4
				\$6,611.90			
790-7959-429.73-52	12/9/2022	ES12220	CC STEEL, LLC	\$24,442.33	CC STEEL, LLC	V05430	STORM LIFT IMPROVEMENTS #1
	12/16/2022	ES12220	CC STEEL, LLC	\$85,548.15	CC STEEL, LLC	V05430	STORM LIFT IMPROVEMENTS #1
	12/16/2022	ES12220	INDUSTRIAL BUILDERS INC	\$1,087,433.00	INDUSTRIAL BUILDERS INC	V05409	FLOOD MIT-WOODCREST DRIVE
	12/16/2022	ES12220	Key Contracting Inc	\$914,245.80	KEY CONTRACTING INC	V05406	DRAIN 27 LIFT STATION #56
	12/16/2022	ES12220	Rick Electric Inc	\$3,923.50	RICK ELECTRIC INC	V05406	DRAIN 27 LIFT STATION #56
				\$2,115,592.78			
790-7990-429.33-25	12/5/2022	991	OHNSTAD TWICHELL PC	\$21,700.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$21,700.50			
790-7990-429.33-47	12/15/2022	324234	Program Advisor Services, LLC	\$42,213.45	DIVERSION CONSULTING	V05801	CONSULTING SERVICES
	12/29/2022	324622	Program Advisor Services, LLC	\$14,625.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$56,838.45			
790-7990-429.80-90	12/7/2022	ES12220	UNITED STATES ENVIRONM	\$28,800.00	RECORD WIFIA SERVICING	V06103	WIFIA CONST SERVICING FEE
Debt Service / WIFIA Servicing Fees				\$28,800.00			

Data Through Date: Friday, December 30, 2022

Summary Of Expenses
 EXP-2022-12

Tuesday, January 17, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-520.80-20	12/5/2022	ES12220	CASS COUNTY JOINT WATE	\$432,000.00	19734 CASS COUNTY JOINT	V01207	CCJWRD-TEMPORARY RIBS 21A
	12/6/2022	ES12220	North Dakota Public Finance Au	\$1,112,045.00	12.1.2022CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest On Bonds				\$1,544,045.00			
790-7990-520.80-32	12/6/2022	ES12220	North Dakota Public Finance Au	\$3,600.00	12.1.2022CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$3,600.00			
790-7998-555.90-81	12/21/2022	ES12220	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-DEC	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$21,163,596.46			

Total Amount Invoiced this period:	\$21,173,238.64	
	\$0.00	Less Paid Retainage
	\$21,173,238.64	Total Less Paid Retainage

Data Through Date: Friday, December 30, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$294,216,241.42	\$294,216,241.42	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$152,843,307.12	\$98,882,264.79	\$53,961,042.33	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$89,418,161.73	\$64,383,937.71	\$25,034,224.02	Engineering Services
INDUSTRIAL BUILDERS INC	\$60,046,594.19	\$60,010,840.85	\$35,753.34	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$53,159,000.00	\$53,159,000.00	\$0.00	Local Share
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$31,491,435.00	\$31,491,435.00	\$0.00	Debt Service
MEYER CONTRACTING	\$18,686,535.25	\$18,686,535.25	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
OHNSTAD TWICHELL PC	\$17,902,000.65	\$17,902,000.65	\$0.00	Legal Services
ADVANCED ENGINEERING INC	\$14,452,673.31	\$9,216,225.96	\$5,236,447.35	Lands Management and Public Outreach
KEY CONTRACTING INC	\$12,286,971.07	\$12,286,971.07	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
DORSEY & WHITNEY LLP	\$11,166,442.49	\$11,166,442.49	\$0.00	Legal Services
DAKOTA UNDERGROUND	\$11,141,625.69	\$11,141,625.69	\$0.00	Utility Relocation
LANDSCAPES UNLIMITED	\$11,007,612.78	\$11,007,612.78	\$0.00	Golf Course Construction - Oxbow Country Club
OKEEFE, OBRIAN, LYSON & FOSS LTD	\$9,962,512.68	\$9,962,512.68	\$0.00	FLDBUY - COF Flood Home Buyouts
CITY OF FARGO	\$6,712,596.46	\$6,706,957.71	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$6,501,559.04	\$5,735,633.62	\$765,925.42	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$5,953,366.44	\$2,284,079.72	\$3,669,286.72	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,836,208.35	\$5,819,359.23	\$16,849.12	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$4,995,384.80	\$381,615.20	P3 Financial Advisory Services
PROSOURCE TECHNOLOGIES, INC	\$4,198,291.71	\$2,944,759.13	\$1,253,532.58	Land Acquisition Services
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
HOUSTON ENGINEERING INC	\$3,643,006.10	\$3,643,006.10	\$0.00	Engineering Services
RED RIVER VALLEY & WESTERN RAILROAD C	\$3,589,388.46	\$3,589,388.46	\$0.00	Railroad Facilities and the Rail Property

Data Through Date: Friday, December 30, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CENTURYLINK COMMUNICATIONS	\$3,577,225.67	\$3,511,372.45	\$65,853.22	Utility Relocation
PLENARY AMERICAS USA LTD	\$3,000,000.00	\$3,000,000.00	\$0.00	Stipend Payment for P3 RFP
SELLIN BROS INC	\$2,791,426.92	\$2,791,426.92	\$0.00	Riverwood Flood Risk Project - Construction
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
CASS COUNTY GOVERNMENT	\$2,495,373.38	\$2,495,373.38	\$0.00	Gravel on County Rd 17 Bypass
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
SCHMIDT AND SONS INC.	\$2,326,711.83	\$1,266,251.86	\$1,060,459.97	Residential Demolition in Oxbow
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
CROWN APPRAISALS	\$2,248,455.00	\$1,613,230.00	\$635,225.00	Flowage Easements Valuation and Appraisal Services
HDR ENGINEERING, INC.	\$2,192,783.68	\$1,428,673.31	\$764,110.37	Engineering Services
HOUGH INC	\$2,088,832.83	\$2,088,832.83	\$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
ACONEX (NORTH AMERICA) INC	\$1,970,927.50	\$1,507,604.59	\$463,322.91	Electronic Data Mgmt and Record Storage System
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
ULTEIG ENGINEERS INC	\$1,744,157.63	\$1,316,432.79	\$427,724.84	Land Acquisition Services
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
PROGRAM ADVISOR SERVICES, LLC	\$1,540,000.00	\$1,430,907.87	\$109,092.13	Program Consulting Services
CASS COUNTY ELECTRIC COOPERATIVE	\$1,468,314.91	\$1,153,633.31	\$314,681.60	Electrical Services
AECOM	\$1,283,995.14	\$691,730.18	\$592,264.96	Cultural Resources Investigations
CASS COUNTY TREASURER	\$1,264,426.56	\$1,264,426.56	\$0.00	Property Taxes
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CASS COUNTY JOINT WATER RESOURCE DI	\$1,185,308.69	\$1,185,308.69	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
XCEL ENERGY-FARGO	\$1,166,333.94	\$1,119,733.94	\$46,600.00	Utility Relocation
BRAUN INTERTEC CORP	\$1,151,366.08	\$940,721.41	\$210,644.67	Materials Testing
CONSOLIDATED COMMUNICATIONS	\$1,073,621.75	\$1,073,621.75	\$0.00	Utility Relocation
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
MINNKOTA POWER COOPERATIVE	\$1,008,393.07	\$235,110.14	\$773,282.93	Utility Relocation
CASS RURAL WATER	\$1,004,943.22	\$982,636.22	\$22,307.00	Utilities and Utility Relocation

Data Through Date: Friday, December 30, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$887,718.41	\$887,718.41	\$0.00	Materials Testing
COMPASS LAND CONSULTANTS, INC	\$807,815.00	\$627,389.43	\$180,425.57	Property Appraisal Services
UNITED STATES ENVIRONMENTAL PROTECTI	\$736,686.35	\$736,686.35	\$0.00	WIFIA LOAN APPLCATION FEE
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	\$683,222.23	\$683,222.23	\$0.00	Legal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
PATCHIN MESSNER VALUATION COUNSELORS	\$633,175.00	\$380,925.00	\$252,250.00	Property Appraisal Services
MASTER CONSTRUCTION CO INC	\$623,953.29	\$623,953.29	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
LARKIN HOFFMAN ATTORNEYS	\$573,356.97	\$573,356.97	\$0.00	Legal Services
RED RIVER VALLEY COOPERATIVE ASSOC	\$546,701.98	\$336,701.98	\$210,000.00	Electricity - Home Buyouts
MIDCONTINENT COMMUNICATIONS	\$539,736.90	\$527,490.41	\$12,246.49	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA CO.	\$493,179.39	\$487,184.67	\$5,994.72	General Landscaping and Planting (WP-42G)
LINNCO, INC.	\$485,221.25	\$485,221.25	\$0.00	House Demo and Removal
BUFFALO-RED RIVER WATERSHED DISTRICT	\$471,568.00	\$471,568.00	\$0.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
NEON LOON COMMUNICATIONS, LLC	\$436,026.00	\$150,087.50	\$285,938.50	Communications Support
NDSU BUSINESS OFFICE-BOX 6050	\$391,989.00	\$356,145.00	\$35,844.00	Ag Risk Study Services
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
BEAVER CREEK ARCHAEOLOGY	\$369,370.25	\$369,370.25	\$0.00	Engineering Services
BNSF RAILWAY CO	\$362,925.00	\$302,925.00	\$60,000.00	Permits for In-Town Levee Projects
WATTS AND ASSOCIATES, INC.	\$350,000.00	\$261,434.86	\$88,565.14	Crop insurance product development services
MVM CONTRACTING	\$339,448.03	\$339,448.03	\$0.00	Fiber Relocation
SWANSON HEALTH PRODUCTS, INC.	\$337,059.00	\$337,059.00	\$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27

Data Through Date: Friday, December 30, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
AON RISK SERVICES CENTRAL INC	\$330,000.00	\$249,894.75	\$80,105.25	Risk Advisory Services P3 Pre-Award
DFI BRIDGE CORPORATION	\$316,211.21	\$316,211.21	\$0.00	Bridge Construction - Oxbow Country Club
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
BANK OF NORTH DAKOTA	\$300,205.04	\$300,205.04	\$0.00	Legal review fees
C THREE MEDIA, LLC	\$294,510.00	\$158,759.49	\$135,750.51	Videography Services
MAGELLAN PIPELINE	\$285,900.00	\$0.00	\$285,900.00	Utility Relocation
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
MOODYS INVESTORS SERVICE, INC.	\$274,375.00	\$274,375.00	\$0.00	WIFIA loan fees
INTEGRA REALTY RESOURCES	\$267,300.00	\$257,750.00	\$9,550.00	Property Appraisal Services
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
SPRINT COMMUNICATIONS COMPANY L.P.	\$256,409.37	\$256,409.37	\$0.00	Fiber Optic Relocation for WP-43CD
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
NORTHERN IMPROVEMENT COMPANY	\$235,531.95	\$235,531.95	\$0.00	CR-17 asphalt paving
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
WILLIAM D. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
FORUM COMMUNICATIONS	\$223,433.76	\$223,433.76	\$0.00	Advertising Services
PLEASANT TOWNSHIP	\$208,207.85	\$208,207.85	\$0.00	Building Permit Application
AMERICAN ENTERPRISES, INC.	\$200,281.00	\$200,281.00	\$0.00	Construction/Demolition
CITY OF OXBOW MOU	\$200,000.00	\$200,000.00	\$0.00	Oxbow Park Relocation MOU Amendment
DAWSON INSURANCE AGENCY	\$198,197.18	\$198,197.18	\$0.00	Property Insurance - Home Buyouts
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
MICHAEL H KLEIN	\$189,965.25	\$65,632.81	\$124,332.44	Communications Support
SERKLAND LAW FIRM	\$185,470.21	\$185,470.21	\$0.00	Legal services
CLAY COUNTY AUDITOR	\$180,495.34	\$180,495.34	\$0.00	Property Taxes - MN

Data Through Date: Friday, December 30, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MAPLETON, CITY OF	\$179,605.00	\$61,416.07	\$118,188.93	Prelim Engineering Services
SPRINGSTED INCORPORATED	\$178,010.15	\$178,010.15	\$0.00	Financial Advisor
KADRMAS LEE & JACKSON, INC.	\$176,164.00	\$176,164.00	\$0.00	Engineering Services
MUNICIPAL AIRPORT AUTHORITY	\$166,981.00	\$166,981.00	\$0.00	Easement for Airport
SOIL BORINGS	\$166,232.50	\$166,232.50	\$0.00	Soil Borings
GA GROUP, PC	\$156,229.32	\$108,229.32	\$48,000.00	Government Relations
UNITED STATES GEOLOGICAL SURVEY	\$151,520.00	\$151,520.00	\$0.00	Water Level Discharge Collection & Stage Gage Installation
PFM PUBLIC FINANCIAL MANAGEMENT	\$146,460.00	\$146,460.00	\$0.00	Financial Advisor
S&P GLOBAL RATINGS	\$145,625.00	\$145,625.00	\$0.00	Ratings Evaluation Service
DAILY NEWS	\$143,075.16	\$143,075.16	\$0.00	Advertising Services
CC STEEL, LLC	\$140,252.14	\$140,252.14	\$0.00	Lift Station Improvements
CHAPMAN AND CUTLER	\$140,000.00	\$140,000.00	\$0.00	Legal Services
QUANTUM SPATIAL, INC.	\$139,061.35	\$139,061.35	\$0.00	Digital Aerial Photography
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
AFFINITEXT INC	\$118,630.00	\$62,500.00	\$56,130.00	Document Management Services
ENVENTIS	\$115,685.62	\$115,685.62	\$0.00	Utility Relocation
GE BOCK REAL ESTATE, LLC	\$112,590.00	\$112,590.00	\$0.00	Property Appraisal Services
OXBOW COUNTRY CLUB	\$110,391.68	\$110,391.68	\$0.00	Golf Course - Oxbow
EIDE BAILLY LLP	\$108,373.00	\$81,311.25	\$27,061.75	Audit Services
TINJUM APPRAISAL COMPANY, INC.	\$108,050.00	\$80,300.00	\$27,750.00	Property Appraisal Services
MAPLETON TOWNSHIP	\$108,030.00	\$108,030.00	\$0.00	Lost tax revenue and attorney fees
DAVID CLARDY	\$105,215.05	\$105,215.05	\$0.00	Home buyouts - easement

130 Vendors

Report Totals:

\$978,796,089.42

\$880,887,097.49

\$97,908,991.93

METRO FLOOD DIVERSION AUTHORITY

Tuesday, January 17, 2023

Data Through Date: Friday, December 30, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
BIOGEO	423	211	131	81%	81	\$1,073,981
BIOGEO	293	210	2	72%	81	\$302,296
HC	130	1	129	100%	0	\$771,685
CHANNEL	685	440	211	95%	34	\$100,992,791
ENV	2	0	0	0%	2	\$1,250
HC	218	7	211	100%	0	\$3,834,311
LAP01	132	120	0	91%	12	\$7,940,780
LAP02	97	92	0	95%	5	\$13,290,584
LAP03	81	66	0	81%	15	\$24,371,813
LEGACY	155	155	0	100%	0	\$51,554,054
MOBILITY	123	0	1	1%	122	\$0
DA_MOB37_MN	51	0	0	0%	51	\$0
DA_MOB37_ND	19	0	0	0%	19	\$0
DA_MOB38TH	52	0	0	0%	52	\$0
HC	1	0	1	100%	0	\$0
NA	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
SEAILAND	362	271	35	85%	56	\$53,062,102
DRAIN 27	37	33	0	89%	4	\$14,978,149
HC	36	1	35	100%	0	\$124,206
LEGACY	64	64	0	100%	0	\$10,032,009
SE_I29	10	10	0	100%	0	\$3,887,958
SE-1	43	42	0	98%	1	\$2,675,351
SE-2A	13	13	0	100%	0	\$3,369,529
SE-2B	51	35	0	69%	16	\$6,672,115
SE-3	7	6	0	86%	1	\$25,000
SE-4	28	13	0	46%	15	\$1,874,287
SE-5	16	0	0	0%	16	\$2,750
UMA	2	0	0	0%	2	\$500
WP26	9	8	0	89%	1	\$2,952,107
WP30	8	8	0	100%	0	\$0
WP35	38	38	0	100%	0	\$6,468,141
Sheyenne Mitigatio	3	0	0	0%	3	\$0
SheyMit	3	0	0	0%	3	\$0
WP36	2	0	0	0%	2	\$2,750
WRDAM	2	0	0	0%	2	\$2,750

METRO FLOOD DIVERSION AUTHORITY

Tuesday, January 17, 2023

Data Through Date: Friday, December 30, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP38	1,016	171	355	52%	490	\$45,241,696
BIOGEO	2	2	0	100%	0	\$4,500
HC	357	2	355	100%	0	\$1,283,123
LEGACY	1	1	0	100%	0	\$750
UMA	566	166	0	29%	400	\$43,953,323
UMA-C	34	0	0	0%	34	\$0
UMA-C2	14	0	0	0%	14	\$0
UMA-C3	3	0	0	0%	3	\$0
UMA-W	24	0	0	0%	24	\$0
UMA-W2	8	0	0	0%	8	\$0
UMA-W3	7	0	0	0%	7	\$0
WP40	18	6	10	89%	2	\$48,923
DRAYTON	7	5	0	71%	2	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
WP42	66	50	3	80%	13	\$37,850,061
HC	4	1	3	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42A1A3	8	5	0	63%	3	\$376,008
WP42A2	2	2	0	100%	0	\$0
WP42C1	4	3	0	75%	1	\$0
WP42C2	2	1	0	50%	1	\$9,948,373
WP42F1N	2	2	0	100%	0	\$27,000
WP42F1S	13	11	0	85%	2	\$5,852,463
WP42H1	4	4	0	100%	0	\$76,000
WP42H2	8	8	0	100%	0	\$2,463,170
WP42I2	13	7	0	54%	6	\$1,092,111
WP43	265	119	146	100%	0	\$78,542,485
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	146	0	146	100%	0	\$500
LEGACY	4	4	0	100%	0	\$2,422,914
WP43A	1	1	0	100%	0	\$0
WP43B	6	6	0	100%	0	\$676,953
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	20	20	0	100%	0	\$6,437,831
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915

Data Through Date: Friday, December 30, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
Totals	2,970	1,268	899	73%	803	\$316,814,788

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2022

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,603,598.67	-	595,320.88	-	8,198,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,234,581.90	-	-	-	4,234,581.90
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		252,223,624.26	-	5,109,571.44	(4,073,199.21)	127,062,197.09
Land Purchases		126,651,362.49	-	2,563,701.41	(2,179,866.81)	127,062,197.09
North One-half of the SW Quarter of Section 8, Township 137, Range 48	2/3/2022	291,600.62				291,600.62
East half of the SW Quarter of Section 29, Township 138 Norht of Range 49 West of the Fifth Principal Meridian	2/3/2022	1,412,649.00				1,412,649.00

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2022

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
The South Half of Government Lot 2 and all of Government Lots 3 and 5 of Section 18, in Township 137 North of Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota, including all of Paul Bunyan Subdivision, part of Government Lots 2 and 3, Section 18, Township 137 North of Range 48 West AND Lot 5 Block 1, Babes's Addition, part of government lots 2 and 3 Section 18, Township 137 North, Range 48 West AND Lot 4, Block 1 Babe's Addition, part of Government lots 2 and 3, Section 18, Township 137 North, Range 48 West	2/3/2022	1,534,029.19				1,534,029.19
The Northeast Quarter of Section Three, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian	2/3/2022	1,711,111.25				1,711,111.25
That part of the East Half of the East Half of the Northwest Quarter of section 32, Township 138 North, Range 49 West of the Fifth Principal Meridian	3/10/2022	646,140.00				646,140.00
That part of Auditor's Lot No. 1 of the Southeast Quarter of Section 28, Township 138 North, Range 49 West of the Fifth Principal Meridian	3/10/2022	241,950.00				241,950.00
East half o the NW Quarter Section 11 in Township 137 North of Range 49 West of the Fifth Principal Meridian	3/10/2022	420,165.00				420,165.00
Part of Section 17, Township 137 North, Range 48 West of the Fifth Principal	3/31/2022	500.00				500.00
North Half of the Southeast Quarter, of Section 32, Township 138, Range 49, Cass County, North Dakota	5/12/2022	538,600.00				538,600.00
Southwest Quarter of Section 28, Township 138, Range 49 West of Fifth Principle Meridian, in the City of Fargo, Cass County North Dakota	6/16/2022	1,785,201.00				1,785,201.00
NW1/4 SW1/4 of Section 29, Township 137, Range 48, Cass County, Minnesota	6/2/2022	1,663,199.31				1,663,199.31
Government Lots 4 and 5 in Section 6, Township 137, Range 48, Clay County, Minnesota	6/2/2022	23,524.00			(85,374.41)	(61,850.41)
That part of the SE¼SW¼ of Section 22, Township 137 North of Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as: Commencing at the Southeast corner of the Southwest Quarter of Section 22; thence West along the South line of Section 22 a distance of 10 rods to the point of beginning; thence North parallel to the West line of Section 22, 40 rods; thence West parallel to the South line of Section 22 to the center of the Wild Rice River; thence left upstream along the center line of the Wild Rice River Cass County Joint Water Resource District Upstream Mitigation Area Purchase Agreement— Graham OIN No. 858 — Parcel No. 57-0000-10350-017 Page 2 to a point of intersection with the South line of Section 22; thence east along the South line of Section 22 to the point of beginning.	9/1/2022	521173.1				521,173.10
Lot 1, Block 1, of Sauvageau Subdivision, a portion of Section 4, Township 137 North, Range 49 West, Pleasant Township, Cass County, North Dakota.	9/1/2022	369,108.46				369,108.46
Part of NW 1/4, 4-137-49 Cass County ND	11/3/2022	2,020,662.70				
		316,989,398.37	-	39,880,699.23	(4,450,907.08)	352,419,190.52
				Property Management Expense		4,274,549.60
				Grand Total	\$	356,693,740.12

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of December 31, 2022**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 3,756,545.64	\$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 184,958.12	\$ 184,958.12
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 493,179.39	\$ 487,184.67
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 23,989,850.00	\$ 23,989,850.00
V01703	Various	In-Town Property Purchases	\$ 21,176,116.94	\$ 19,958,677.43
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,632,103.73	\$ 8,632,103.73
V02826	City of Fargo	In-Town Levee Maintenance	\$ 8,823.82	\$ 8,823.82
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 39,289,243.78	\$ 39,289,243.78
			<u>\$ 174,857,884.02</u>	<u>\$ 173,634,449.79</u>

Legacy Bond Fund Balance Report
As of 12/31/2022

Total Authorized \$ 435,500,000.00

Current Allocation \$ 219,000,000.00

Available funds remaining \$ 142,272,460.56

Funds Requested			
	2021	2022	Total
January	\$ -	\$ 2,942,906.60	\$ 2,942,906.60
February	\$ -	\$ 4,564,036.17	\$ 4,564,036.17
March	\$ -	\$ 5,302,899.35	\$ 5,302,899.35
April	\$ -	\$ 1,472,504.37	\$ 1,472,504.37
May	\$ -	\$ 1,450,140.38	\$ 1,450,140.38
June	\$ -	\$ 4,423,864.76	\$ 4,423,864.76
July	\$ -	\$ 2,665,492.40	\$ 2,665,492.40
August	\$ 5,059,974.19	\$ 18,674,258.61	\$ 23,734,232.80
September	\$ 2,970,327.95	\$ 8,407,466.33	\$ 11,377,794.28
October	\$ 6,089,707.34	\$ 4,622,116.80	\$ 10,711,824.14
November	\$ 6,415,461.09	\$ -	\$ 6,415,461.09
December	\$ 6,854,966.95	\$ -	\$ 6,854,966.95
Total	\$ 27,390,437.51	\$ 54,525,685.77	\$ 81,916,123.28

Funds Received			
May 2022	\$ 27,390,438.00	\$ -	\$ 27,390,438.00
Jul 2022		\$ 12,809,842.11	\$ 12,809,842.11
Sep 2022		\$ 7,346,509.51	\$ 7,346,509.51
Dec 2022	\$ -	\$ 29,180,749.82	\$ 29,180,749.82
	\$ -	\$ -	\$ -
Total	\$ 27,390,438.00	\$ 49,337,101.44	\$ 76,727,539.44

State Revolving Fund (SRF) Status Report
As of 12/31/2022

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	1,272,651.90
Available Balance Remaining	\$	50,361,348.10

Funds Requested			
Draw Request Number	Period Covered	Amount	Date Submitted
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	19-Dec-22

Total	\$ 1,272,651.90
--------------	------------------------

Funds Received			
Draw Request Number	Period Covered	Amount	Date Received
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	23-Dec-22

Total	\$ 1,272,651.90
--------------	------------------------



Diversion Authority Finance Committee Meeting

JANUARY 25, 2023

Financial Report

Martin Nicholson, Deputy Executive Director



Annual Revenue Status

Revenue Sources	2022 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo		\$0	\$0
City of Fargo Sales Tax	\$38,800	\$0	\$30,108
Cass County		\$0	\$0
Cass County Sales Tax	\$19,968	\$0	\$14,317
Cass County Joint Water Resource District	\$0	\$0	\$0
State of ND - 50 % Match	\$97,419	\$1,154	\$21,453
State of ND - Legacy Bond Fund Draws	\$0	\$29,181	\$76,728
State of ND - SRF	\$0	\$1,273	\$1,273
Other Agencies	\$0	\$0	\$0
City of Oxbow MOU Reimbursement	\$0	\$0	\$0
Financing Proceeds	\$100	\$3	\$613
Reimbursements	\$0	\$19	\$21
Sales of Assets	\$0	\$1,348	\$1,348
Property Income	\$200	\$8	\$112
Miscellaneous	\$38,352	\$266	\$561
MIT Inter-Fund Transfers		\$100	\$1,251
Total Revenue Sources	\$194,839	\$33,352	\$147,785



Overall Status – Level 1 Summary

2022 Financial Plan Program Categories Non-Federal Work	Program Level (Millions)			Fiscal Year as of 12/30/2022		
	Financial Plan	Cost to Date	Balance Remaining	Budget	Cost to Date	Balance Remaining
Channel / P3	96.40	46.23	50.17	15,097,481	7,591,845	7,505,636
Milestone Payments to the Developer	865.80	-	865.80	-	-	-
Other Mitigation / Construction	54.67	35.17	19.50	1,618,000	1,068,818	549,182
ND / MN River Stage 37' Projects	213.30	146.75	66.55	25,006,000	12,881,186	12,124,814
Lands and Impacted Property Mitigation	571.70	363.93	207.77	77,860,539	52,802,360	25,058,179
Non-Construction Costs	263.93	145.85	118.08	23,827,000	17,660,839	6,166,161
DA Construction Contingency	163.90	-	163.90	-	-	-
3rd Party MOU Mitigation	139.50	48.49	91.01	44,152,070	11,917,301	32,234,769
Net Current Interest / Financing Fees Paid	75.70	44.83	30.87	7,194,000	7,190,615	3,385
P3 Reserve Fund	16.10		16.10	-	-	-
WIFIA/ SRF DSRA Funding	15.10		15.10	-	-	-
DA Payment to USACE	70.70	53.16	17.54	-	-	-
DA O&M (pre-SC)	14.90	0.19	14.71	84,000	167	83,833
**Debt Transfers Total	330.30		180.00			-
Actual Expenses to Date	2,892.00	884.60	1,857.10	194,839,090	111,113,131	83,725,959

** Wells Fargo paid off using Refunding Improvement Bonds



Overall Status – Level 2 Detail

2022 Financial Plan Program Categories Non-Federal Work	Program Level (Millions)			Fiscal Year as of 12/30/2022		
	Financial Plan	Cost to Date	Balance Remaining	Budget	Cost to Date	Balance Remaining
Channel / P3	96.40	46.23	50.17	15,097,481	7,591,845	7,505,636
Management, Legal, Financial, Procurement	96.40	46.23	50.17	15,097,481	7,591,845	7,505,636
Milestone Payments to the Developer	865.80	-	865.80	-	-	-
Other Mitigation / Construction	54.67	35.17	19.50	1,618,000	1,068,818	549,182
WP-43 Oxbow-Hickson-Bakke	46.20	28.47	17.73	1,027,000	594,405	432,595
WP-28 - Cass County Road 16 and 17 Bridge	1.90	1.62	0.28	-	226,235	(226,235)
WP-26 Diversion Inlet	0.07	0.07	-	-	-	-
WP-27 Red River - West Embankment	-	-	-	-	-	-
WP-29 Red River - East Embankment	-	-	-	-	-	-
WP-30 Wild Rice River Control Structure	-	-	-	-	-	-
WP-31 I-29 Grade Raise	3.20	2.86	0.34	-	-	-
WP-35 Red River Control Structure	-	-	-	-	-	-
WP-50 Phase II Demo	3.30	2.15	1.15	591,000	248,178	342,822
ND / MN River Stage 37' Projects	213.30	146.75	66.55	25,006,000	12,881,186	12,124,814
WP-42 In-Town Levees	91.00	90.48	0.52	6,000	10,900	(4,900)
Fargo- River Stage 37' Projects	107.30	56.27	51.03	25,000,000	12,870,286	12,129,714
Clay County - River Stage 37' Project	6.00	-	6.00	-	-	-
Cass County - River stage 37' Projects	9.00	-	9.00	-	-	-
Lands and Impacted Property Mitigation	571.70	363.93	207.77	77,860,539	52,802,360	25,058,179
Management, Legal, Financial, Procurement	87.20	38.56	48.64	12,950,000	6,234,450	6,715,550
Diversion Channel & Assoc. Infrastructure	140.00	100.99	39.01	6,000,000	10,680,822	(4,680,822)
Southern Embankment & Assoc. Infrastructure	57.50	32.22	25.28	25,100,539	8,566,328	16,534,211
Mitigation & Assoc. Infrastructure (OHB)	108.20	105.82	2.38	1,360,000	7,836,489	(6,476,489)
WP-38 Upstream Staging	139.80	48.32	91.48	32,450,000	19,484,271	12,965,729
In-Town Flood Protection	39.00	38.02	0.98	-	-	-



Overall Status – Level 2 Detail

2022 Financial Plan Program Categories Non-Federal Work	Program Level (Millions)			Fiscal Year as of 12/30/2022		
	Financial Plan	Cost to Date	Balance Remaining	Budget	Cost to Date	Balance Remaining
Non-Construction Costs	263.93	145.85	118.08	23,827,000	17,660,839	6,166,161
Engineering & Design Fees	98.50	51.12	47.38	6,983,000	4,741,281	2,241,719
Prog. Management/Legal/Financial/Procurement	165.43	94.73	70.70	16,844,000	12,919,558	3,924,442
DA Construction Contingency	163.90	-	163.90	-	-	-
System Wide and P3 Comp Events	95.90	-	95.90	-	-	-
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities)	15.50	-	15.50	-	-	-
Other Mitigation Projects	2.00	-	2.00	-	-	-
In-Town Flood Protection	13.10	-	13.10	-	-	-
Land Acquisition	37.40	-	37.40	-	-	-
3rd Party MOU Mitigation	139.50	48.49	91.01	44,152,070	11,917,301	32,234,769
Channel - Utility Relocations & Other Mitigations	35.10	9.57	25.53	30,510,500	9,097,725	21,412,775
WP-46 SEAI / UMA Utility Relos	14.03	2.70	11.33	8,000,000	2,245,159	5,754,841
WP-40 Drayton Dam Mitigation	-	-	-	-	-	-
WP-41 Richland/Wilkin County JPA (During Construction)	36.00	35.37	0.63	-	5,334	(5,334)
WP-52 Township & City MOU Agreements	54.37	0.85	53.52	5,641,570	569,083	5,072,487



Overall Status – Level 2 Detail

2022 Financial Plan Program Categories Non-Federal Work	Program Level (Millions)			Fiscal Year as of 12/30/2022		
	Financial Plan	Cost to Date	Balance Remaining	Budget	Cost to Date	Balance Remaining
Net Current Interest / Financing Fees Paid	75.70	44.83	30.87	7,194,000	7,190,615	3,385
P3 Reserve Fund	16.10		16.10	-	-	-
WIFIA/ SRF DSRA Funding	15.10		15.10	-	-	-
DA Payment to USACE	70.70	53.16	17.54	-	-	-
DA O&M (pre-SC)	14.90	0.19	14.71	84,000	167	83,833
**Debt Transfers Total	330.30		180.00			-
**Well Fargo Loan Repayment	150.30	-	-	-	-	-
Temporary Refunding Improvement Bonds Repayment	180.00	-	180.00	-	-	-
Actual Expenses to Date	2,892.00	884.60	1,857.10	194,839,090	111,113,131	83,725,959

Diversion Authority Operations – Budget Summary



Expense Category	FY2022 Budget	Cost to Date	Remaining Budget
Salary	\$831,148	\$763,652	\$67,496
Benefits	\$245,510	\$208,368	\$37,142
Office	\$59,727	\$71,654	-\$11,927
Other	\$118,615	\$78,659	\$39,956
Totals *	\$1,255,000	\$1,122,334	\$132,667

* Includes pending costs



Diversion Authority Finance Committee Meeting

JANUARY 25, 2023

Contracting Actions

Martin Nicholson, Deputy Executive Director

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
TO 4, Amendment 1, SWDCAI P3 Project Observation and Material Testing Services through December 31, 2026.	Braun Intertec	\$3,578,324.00

604 PMC SCA - EDCR

Executive Director Contracting Recommendation

1. Recommendation for action:

The Executive Director has reviewed and recommended approval of the following Contract Action(s).

2. Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended December 16, 2021 the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Task Orders and Task Order amendments for existing Master Services Agreements (MSA) and submit them to the Member Entity Technical Representatives and the Executive Director. The Member Entity Technical Representatives will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review. The Executive Director shall thereafter submit this Task Order Amendment along with a recommendation to the Finance Committee for review. The Finance Committee will submit its recommendation to the Diversion Authority Board for review and approval.

The PMC has prepared the following Contract Action(s):

Braun Intertec TO04 Amendment 1 P3 Project – Observation and Testing Services	\$3,578,324.00
<ul style="list-style-type: none"> • Provide observation and testing services for the P3 DCAI of the FM Area Diversion project • Budget for fiscal years 2023 to 2026 	

3. Reason why it is required

During the construction of the project, Braun Intertec will be conducting soil observations and field testing to make records of materials being used. This will be checked against the Technical Requirements of the project. Braun Intertec will work alongside Jacobs Engineering to complete compliance checks of the P3 contractors work in the field. The services included will include but not limited to the following:

- Soil Observations and Field Testing
- Soil Laboratory Testing
- Reviewing Testing by Others

4. Background and discussion:

Braun Intertec will provide observation and materials testing services for the P3 portion of the FM Area Diversion Project. This will include a Storm Water Diversion Channel and associated infrastructure. The work will include multiple bridges, the diversion channel, embedded levees, excavated material berms, aqueducts, and numerous roadway and utility crossings.

Governance Doc Ref:	Form Ref:	Aconex Reference:	Date:	Revision:
	604 PMC SCA - EDCR		06/17/2022	00



604 PMC SCA - EDCR

See the table below for a summary of this task order's contracting history, including this amendment.

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO04-A0	0.00	150,675.00	8/1/2022	12/31/2022	Initial Scope of Work
TO04-A1	3,578,324.00	3,728,999.00	1/01/2023	12/31/2026	2023 to 2026 Budget

5. Financial considerations:

The Budget Cost Proposal is attached or in the Task Order document.

Cost account code is required for accounting purposes to match the invoicing in Source for the Diversion Authority to reconcile.

Table 2 - Summary of Annual Budget Allocation – Per Year

Subtasks	Activity ID	2022 Budget (\$)	2023 Budget (\$)	2024 Budget (\$)	2025 Budget (\$)	2026 Budget (\$)	Total 2022-2026 Budget
1. Project Management , Controls and Insurance	PR-11240	7,791.50	56,200.00	57,815.00	59,510.00	64,468.50	245,785.00
2. On-Site Testing	PR-11240	154,400.60	788,178.00	812,190.00	836,302.00	840,618.40	3,431,689.00
3. Testing Reviews	PR-11240	0.00	11,070.00	11,400.00	11,740.00	17,315.00	51,525.00
4. On call Services	PR-11240	0.00	0.00	0.00	0.00	0.00	0.00
Total Budget Amount		162,192.10	855,488.00	881,405.00	907,552.00	922,401.90	3,728,999.00

6. Attachments:

- Task Order 04 Amendment 1

The PMC prepared this contracting action and feels the information is accurate, complete, and ready for Executive Director review.

Governance Doc Ref:	Form Ref:	Aconex Reference:	Date:	Revision:
	604 PMC SCA - EDCR		06/17/2022	00

604 PMC SCA - EDCR



Recommendation: Kris Bakkegard, Director of Engineering recommends approval of this contract.

The Executive Director has approved in Workflow and granted permission to add his name to the document.

Approved by: Joel Paulsen, Executive Director

Date: 1/13/2023

Governance Doc Ref:	Form Ref:	Aconex Reference:	Date:	Revision:
	604 PMC SCA - EDCR		06/17/2022	00



Diversion Authority Finance Committee Meeting

JANUARY 25, 2023

MOU and Agreement Actions for Consideration
John Shockley

MFDA Memorandum of Understanding (Action)

MOU Parties	Project	MOU Cost and Summary
North Cass Water Resource District & MFDA MOU	SWDCAI	The MOU addresses design, construction, operations and maintenance, future changes or additions, insurance and liability, etc., of facilities under the jurisdiction of the North Cass Water Resource District (the "District") that are impacted by the SWDCAI. Reimbursement to the District will be for expenses incurred for consultants or contractors performing design reviews, substantial completion inspection, property acquisition, construction monitoring, permit acquisition, and step-in rights.
Rush River Water Resource District & MFDA MOU Amendment	SWDCAI	The MOU Amendment addresses design, construction, operations and maintenance, future changes or additions, insurance and liability, etc., of (i) a legal drain crossing under the jurisdiction of the Rush River Water Resource District (the "District") that was added to the work package for the SWDCAI following execution of the MOU and (ii) the tie-in of a legal drain to the SWDCAI. Reimbursement to the District will be for expenses incurred for consultants or contractors performing design reviews, substantial completion inspection, property acquisition, construction monitoring, permit acquisition, and step-in rights.

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
NORTH CASS WATER RESOURCE DISTRICT**

Dated as of _____, 20__

Relating to:

A Memorandum of Understanding outlining respective roles and responsibilities for the design, construction, and relocation of facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

TABLE OF CONTENTS

ARTICLE I	2
DEFINITIONS AND INTERPRETATION	2
SECTION 1.01 DEFINITIONS.....	2
SECTION 1.02 TERMS GENERALLY	4
ARTICLE II.....	5
MASTER MEMORANDUM OF UNDERSTANDING	5
SECTION 2.01 INCORPORATION.....	5
SECTION 2.02 DISTRICT IMPACT SUMMARY	5
SECTION 2.03 PROPERTY INTEREST GRANT.....	6
ARTICLE III.....	6
TERM AND TERMINATION	6
SECTION 3.01 TERM.....	6
ARTICLE IV.....	6
MISCELLANEOUS.....	6
SECTION 4.01 COMPLETE AGREEMENT	6
SECTION 4.02 COUNTERPARTS.....	7
SECTION 4.03 AMENDMENTS	7
SECTION 4.04 SEVERABILITY AND SAVINGS CLAUSE.....	7
SECTION 4.05 FORCE MAJEURE	7
SECTION 4.06 AUTHORIZED REPRESENTATIVES.....	7
SECTION 4.07 NOTICE	7
SECTION 4.08 GOVERNING LAW	8
SECTION 4.09 ELECTRONIC SIGNATURES	8
SIGNATURE PAGES	S-1 THROUGH S-2
 EXHIBIT A – TECHNICAL REQUIREMENTS	
EXHIBIT B – MAP OF PROPERTY INTEREST GRANT	
EXHIBIT C – PERMANENT EASEMENT TEMPLATE	
EXHIBIT D – TEMPORARY CONSTRUCTION EASEMENT TEMPLATE	
EXHIBIT E – DRAIN CROSSING MAP	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into this _____ day of _____, 20__, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the NORTH CASS WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (the “District”).

WHEREAS, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”) at the Fargo, North Dakota, and Moorhead, Minnesota, metropolitan area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, the Authority; the City of Fargo, North Dakota; and the City of Moorhead, Minnesota, are the Non-Federal Sponsors for the Comprehensive Project and entered into a Project Partnership Agreement (the “PPA”) on July 11, 2016, with the United States Army Corps of Engineers (“USACE”) for the construction, operation, and maintenance of the Comprehensive Project; and

WHEREAS, the PPA sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the Non-Federal Sponsors and USACE; and

WHEREAS, pursuant to the PPA, USACE will be responsible for completing the Diversion Inlet Structure; the connecting channel; the Red River Control Structure and the Wild Rice River Control Structure; the southern embankment; the overflow embankment; construction of road raises associated with the staging area; and all mitigation features that are not the responsibility of the Non-Federal Sponsors; and

WHEREAS, pursuant to the PPA, the Non-Federal Sponsors will be responsible for an approximately 30-mile, 20,000 cubic feet per second storm water diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; associated railroad bridges (collectively, the “Storm Water Diversion Channel and Associated Infrastructure” or “SWDCAI”); the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the SWDCAI; and applicable pre- and post-monitoring and adaptive management for the Comprehensive Project; and

WHEREAS, the Authority, pursuant to the Joint Powers Agreement, is the entity responsible for the Non-Federal Sponsors’ obligations under the PPA; and

WHEREAS, to facilitate the design, construction, operation, and maintenance of the SWDCAI, the Authority will entered into a public-private partnership with the Developer pursuant to North Dakota Century Code chapter 48-02.1; and

WHEREAS, the Authority anticipates the Developer will maintain the SWDCAI for an approximately 30-year maintenance term commencing upon substantial completion of the construction of the SWDCAI; and

WHEREAS, the Authority and the District now desire to enter into this MOU to define each Party's roles and responsibilities for the work associated with the SWDCAI.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority and the District agree as follows.

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein will have the meanings given to them in this MOU and as defined in this section unless a different meaning clearly applies from the context.

"Authority" means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota and a permanent joint powers entity formed through the Joint Powers Agreement to provide the Fargo-Moorhead metropolitan area with permanent and comprehensive flood protection.

"Authority Representative" means the individual identified in Section 4.06.

"Betterment" means any improvement in design, construction, or capacity over and above what was intended to be constructed by the Authority.

"Business Day" means any day that is not a Saturday, a Sunday, or a federal public holiday.

"Comprehensive Project" means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief's Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplement Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

"County" means Cass County, North Dakota, a political subdivision of the State of North Dakota.

"Developer" means Red River Valley Alliance, LLC, a limited liability company formed under the laws of the State of Delaware that entered the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer

throughout this MOU include references to other entities engaged by the Developer to complete such work.

“District” means the North Cass Water Resource District, a political subdivision of the State of North Dakota.

“District Engineer” means the firm providing engineering services to the District.

“District Representative” means the individual identified in Section 4.06.

“Diversion Inlet Structure” means the hydraulic control structure being constructed by USACE at the confluence of County Road 16 and County Road 17.

“Drain Crossing” means a crossing of 170th Avenue Southeast over Drain 13, as shown on Exhibit E.

“Effective Date” means the date on which both Parties have executed this MOU.

“Executive Director” means the chief administrative officer of the Authority as set forth in the Joint Powers Agreement.

“Facility” means any Legal Assessment Drain, project, facility, or water infrastructure that is, or will be, owned or operated by the District, or any Legal Assessment Drain Inlet, as identified by the Master MOU. For purposes of this MOU, the term Facility includes the Drain Crossing.

“Joint Powers Agreement” means the agreement entered into by and between the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the Cass County Joint Water Resource District, dated as of June 1, 2016, to create the Authority.

“Legal Assessment Drain” means any “project” as defined under Chapter 61-16.1 of the North Dakota Century Code, financed in whole or in part by special assessments, including natural watercourses opened, or proposed to be opened, and improved for drainage and any artificial drains of any nature or description constructed for that purpose, including dikes and appurtenant works, which are financed in whole or in part by special assessments.

“Legal Assessment Drain Inlet” means the location where a Legal Assessment Drain flows into the SWDCAI.

“Master MOU” means the Memorandum of Understanding by and between Metro Flood Diversion Authority, Southeast Cass Water Resource District, Maple River Water Resource District, Rush River Water Resource District, North Cass Water Resource District, and Cass County Joint Water Resource District, dated December 17, 2020, defining roles and responsibilities for the SWDCAI.

“Non-Federal Sponsors” means the City of Moorhead, Minnesota; the City of Fargo, North Dakota; and the Authority.

“Party” means the Authority or the District, as the context may require, and its respective legal representatives, successors, and permitted assigns.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Red River Control Structure” means the control structure on the Red River of the North to be procured by USACE.

“State” means the State of North Dakota.

“Storm Water Diversion Channel and Associated Infrastructure” or **“SWDCAI”** means the approximately 30-mile, 20,000 cubic feet per second (cfs) channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, and recreational features, to be constructed as part of the Comprehensive Project.

“Technical Requirements” means those requirements attached to this MOU as Exhibit A.

“USACE” means the United States Army Corps of Engineers.

“Utility Relocation” means each relocation (temporary or permanent), abandonment, protection in place, removal, replacement, reinstallation, and/or modification of existing utilities necessary to accommodate construction, operation, maintenance, and/or use of the Drain Crossing.

“Wild Rice River Control Structure” means the control structure on the Wild Rice River to be procured by USACE.

Section 1.02 TERMS GENERALLY. The definition of terms in this MOU will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document in the MOU will be construed as referring to the agreement, instrument, or other document as amended, supplemented, or otherwise modified (subject to any restrictions on amendments, supplements, or modifications in the MOU); (b) any reference in the MOU to any person will be construed to include the person’s permitted successors and assigns; (c) all references in the MOU to articles, sections, exhibits, and schedules will be construed to refer to articles and sections of, and exhibits and schedules to, this MOU; and (e) the words “asset” and “property” will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II. MASTER MEMORANDUM OF UNDERSTANDING

Section 2.01 INCORPORATION. The District, as well as other local water resource districts, entered into the Master MOU with the Authority for work that will completed by the Developer. This MOU expressly incorporates all provisions of the Master MOU and does not supersede any terms or conditions of the Master MOU. The provisions described herein pertaining to the Drain Crossing are intended to supplement the Master MOU, and in the event this MOU conflicts with any terms or conditions of the Master MOU for work that the Developer will complete, the Master MOU will control.

Section 2.02 DISTRICT IMPACT SUMMARY. As of the effective date of the Master MOU, there was no Facility of the District included in the Master MOU. Following the execution of the Master MOU, however, the Authority assigned the responsibilities of the Drain Crossing to the Developer, which the Parties agree shall be considered a Facility under the terms of the Master MOU. As a result, the Parties additionally agree that the allocation of the roles and responsibilities between the Authority/Developer and the District for the Drain Crossing shall follow the allocation of the roles and responsibilities between the Authority/Developer and the District as set forth in the Master MOU. Those roles and responsibilities are generally described as follows:

(a) Design: The Authority/Developer will be responsible for designing any physical alterations to Facilities. The District and its District Engineer will have the opportunity to review and approve of such physical alterations during the design process. The Authority/Developer will design the Drain Crossing in accordance with the Technical Requirements.

(b) Other Preliminary Work: The Authority/Developer will be responsible for all preliminary planning and engineering work necessary to complete the physical alterations to Facilities. Additionally, the Authority will generally be responsible for acquiring all property interests necessary for the physical alterations. In the event the Authority is unable to acquire a property interest, the District will acquire the property interests and will be reimbursed by the Authority.

(c) Permits and Approvals: The Authority and the District will cooperate for all necessary permits and/or approvals for construction of the Facilities. In the event construction requires permits from the North Dakota State Engineer, the Authority will seek review and concurrence from the District prior to the submission of the application to the North Dakota State Engineer for those applications under which North Dakota law provides the District with a review period as a portion of the review conducted by the North Dakota State Engineer. For those applications in which the District provides concurrence, the District will waive any review period allowed under North Dakota law, including N.D.C.C. § 61-16.1-38, that it would have otherwise normally received from the North Dakota State Engineer in its review of such application.

(d) Construction: The Authority/Developer will be responsible for constructing all physical alterations to Facilities. If there are any material changes or modifications to a design during construction, the District will have the opportunity to review and approve of such material changes or modifications. The District will have monitoring rights during construction and will have inspection rights for substantial completion. Upon substantial completion of physical

alterations to a Facility, the Authority will transfer ownership of the Facility, aside from the Drain Crossing, to the District. The Authority will transfer ownership of the Drain Crossing to Harwood Township based upon the allocation of responsibility for drain crossings between the County, a township, and the District described in the Master MOU.

(e) Maintenance: The Authority/Developer will be responsible for maintenance of Facilities located within the project right-of-way for the SWDCAI in accordance with maintenance requirements reviewed and approved by the District. In the event the Authority/Developer is not maintaining a Facility in accordance with such maintenance requirements, the District has step-in rights to perform the maintenance.

(f) Special Assessments: The District has the authority to assess the Authority for any benefits, as determined by the District, any Facility provides to the SWDCAI. If the benefits of any Facility change as a result of the SWDCAI, the Authority will reimburse the District for costs incurred regarding reassessment proceedings.

(g) Insurance and Indemnification: The Authority will require the Developer to maintain certain types and levels of insurance while performing work on Facilities. The Authority/Developer, to the fullest extent provided by applicable law, will additionally release, defend, indemnify, and hold harmless the District for acts or omissions of the Authority related to the Comprehensive Project.

(h) District Reimbursement: The District may submit invoices to the Authority for reimbursement of funds spent for persons, consultants, contractors, or firms performing tasks required or identified under the Master MOU.

Section 2.03 PROPERTY INTEREST GRANT. The District owns OINs 8681, 7222, and 7223. In the locations depicted on Exhibit B, the District will grant a permanent easement and temporary construction easement to the Authority on OIN 8681 and will grant temporary construction easements to the Authority on OINs 7222 and 7223. Templates of a permanent easement and a temporary construction easement are attached to the MOU as Exhibit C and Exhibit D, respectively.

ARTICLE III. TERM AND TERMINATION

Section 3.01 TERM. This term of this MOU will be coterminous with the Master MOU, and this MOU will terminate upon the termination of the Master MOU.

ARTICLE IV. MISCELLANEOUS

Section 4.01 COMPLETE AGREEMENT. Except as otherwise expressly set forth herein, this MOU contains the entire and exclusive understanding of the Parties with respect to the subject matter contained in the MOU and supersedes all prior written or oral agreements, understandings, statements, representations, and negotiations between the Parties.

Section 4.02 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 4.03 AMENDMENTS. This MOU may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this MOU.

Section 4.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this MOU.

Section 4.05 FORCE MAJEURE. No Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or act of terrorism. If any circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party.

Section 4.06 AUTHORIZED REPRESENTATIVES. The Authority and the District each designate the following as its initial authorized representative, respectively, to administer this MOU:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) District Representative: Carol Harbeke Lewis, Secretary-Treasurer

Section 4.07 NOTICE.

(a) All notices under the MOU will be in writing and (i) delivered personally, (ii) sent by certified mail, return receipt requested, or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses.

(b) All notices to the Authority will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Authority Representative:

Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104

(c) All notices to the District will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the District Representative:

North Cass Water Resource District

1201 Main Avenue West
West Fargo, North Dakota 58078

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, all notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

Section 4.08 GOVERNING LAW. This MOU will be governed and construed in accordance with North Dakota law.

Section 4.09 ELECTRONIC SIGNATURES. The Parties agree that the electronic signature of a Party to this MOU shall be valid as an original signature of such Party to this MOU. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the Authority and the District caused this MOU to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this MOU on the ____ day of _____, 20__.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Timothy J. Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the North Cass Water Resource District

The governing body of the North Cass Water Resource District approved this MOU on the ____ day of _____, 20__.

NORTH CASS WATER RESOURCE
DISTRICT

By: _____
Wes Ecker, Chair

ATTEST:

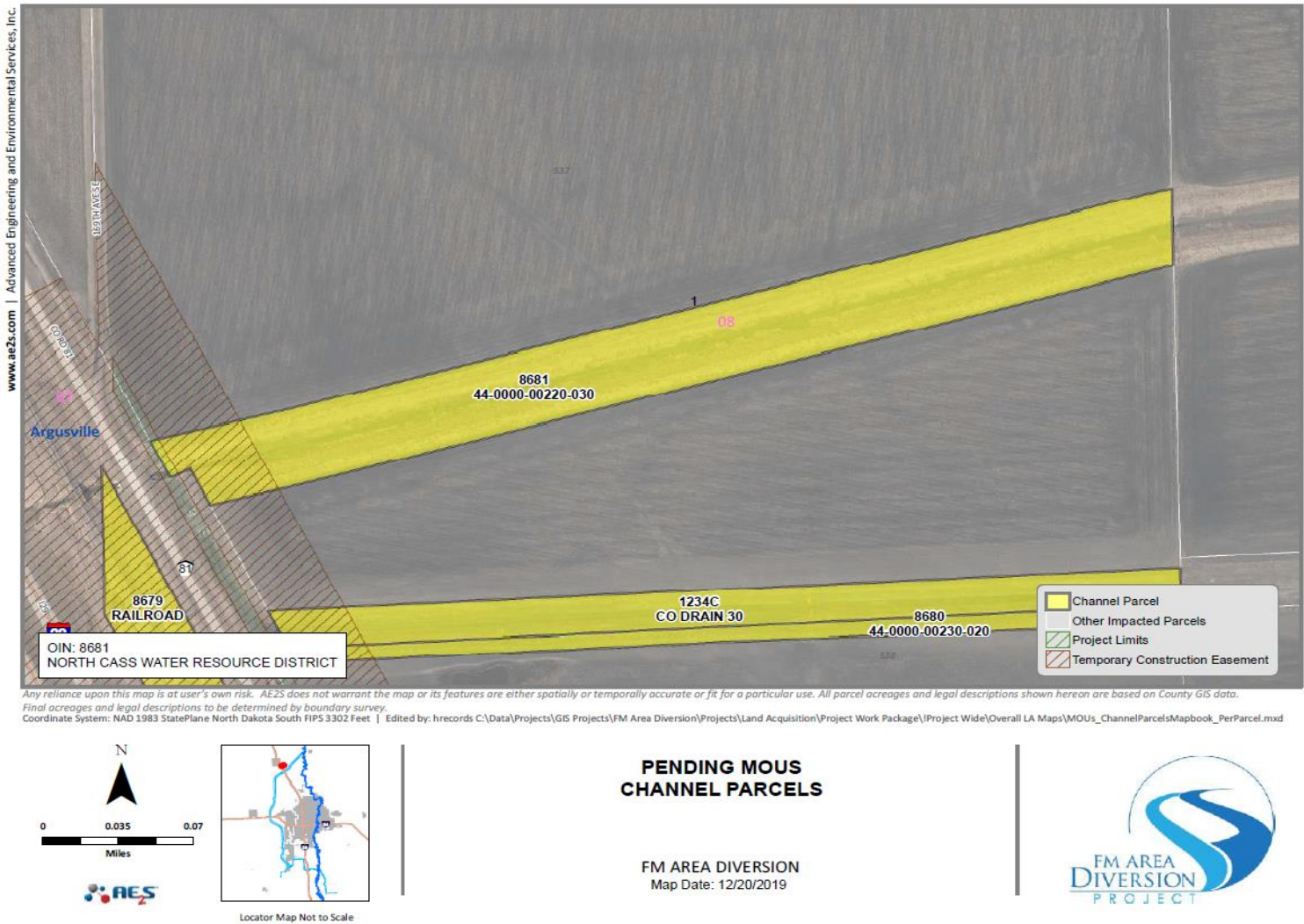
Carol Harbeke Lewis, Secretary-Treasurer

EXHIBIT A
TECHNICAL REQUIREMENTS

1. Maintain a minimum 10-foot channel bottom width
2. Contain the local 10-year event in the channel using peak flows calculated by the ND USGS regression equations plus 2 feet of freeboard
3. Design road crossings for the local 10-year event with a normal depth flow impact of no greater than 0.5 feet immediately upstream of the road crossing
4. Design and construct road crossings to meet the requirements in North Dakota Administrative Code Article 89-14, Public Highways Stream Crossings.
5. Metal arch or metal round culverts are not permitted

EXHIBIT B

MAP OF PROPERTY INTEREST GRANT





PENDING MOUS
CHANNEL PARCELS

FM AREA DIVERSION
Map Date: 12/9/2022



EXHIBIT C

PERMANENT EASEMENT TEMPLATE

THIS EASEMENT is made this ____ day of _____, 20__, by [SELLER NAME 1], [MARITAL STATUS] whose post office address is [ADDRESS] (“Grantor”); and Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (“Grantee”).

RECITALS

A. The United States Army Corps of Engineers (the “Corps”) previously completed the Fargo-Moorhead Metropolitan Feasibility Study (the “Study”); as a result of the Study, the Corps concluded a diversion project located in North Dakota with appurtenant, levees, staging and storage areas is the most viable permanent flood control and protection option to reduce flood damages and risks in the region; the parties refer to the project as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”).

B. Grantee is authorized to acquire the real property necessary for purposes of constructing, operating, and maintaining the Project.

C. Grantor owns certain real property necessary for the Project that the Grantee must acquire; Grantor agrees to convey a Permanent Easement to the Grantee upon, in, on, under, over, across and through the property described below, all subject to the terms and conditions contained in this Easement.

In consideration of \$10.00, the mutual covenants contained in this Permanent Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Permanent Easement Property.** Grantor grants and conveys to Grantee a Permanent Easement, including the easement rights described in this Permanent Easement, upon, over, in, on, under, across, and through the following real property in Cass County, North Dakota:

[PROPERTY DESCRIPTION]

The property described above is the “Permanent Easement Property.” Grantor does not warrant fee simple ownership of the Easement Property and only conveys those rights to Grantee permitted under North Dakota law that are consistent with Grantor’s rights in the Easement Property.

2. **The Permanent Easement Property.** Under this Permanent Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, this permanent and perpetual easement upon, over, in, under, across, and through the Permanent Easement Property for the following purposes: constructing, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project and related

appurtenances, including a flood protection levee, flood wall, and other improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property. Grantee is not responsible for pre-existing environmental contamination or liabilities.

3. **Consideration.** Grantor specifically acknowledges the consideration received by Grantor represents full and final consideration to Grantor as compensation or damages regarding the Permanent Easement Property, any of Grantor's remaining property, or the Project, and that Grantor is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority.

4. **Easement Runs With the Permanent Easement Property.** This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

5. **Structures and Personal Property.** Any buildings, structures, fixtures, personal property, or other items remaining on the Permanent Easement Property will automatically become Grantee's property upon execution of this Permanent Easement, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any buildings, structures, personal property, or other items from the Permanent Easement Property, at its sole discretion and at its sole cost.

6. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

7. **Grantor's Use of the Permanent Easement Property.** Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Permanent Easement. Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with Grantee's use of the Permanent Easement Property, Grantee's rights and privileges under this Permanent Easement, or with the Project. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Permanent Easement Property, Grantee's rights and privileges under this Permanent Easement, or with the Project, when directed by Grantee, at Grantor's sole cost. Grantor will repair or replace any of Grantee's structures, facilities, right of way, or any other property owned by Grantee damaged by Grantor or as a result of Grantor's use of the Permanent Easement Property, at Grantor's sole cost.

8. **Encumbrances.** Grantor will not encumber the Permanent Easement Property or enroll the Permanent Easement Property in any program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Permanent Easement Property, Grantee's rights and privileges under this Permanent Easement, or with the Project. However, Grantor may rent or lease the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent; and Grantor may mortgage the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as any such mortgage is subordinate to this Permanent Easement. If Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Permanent Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Permanent Easement, including for any violations by any lessee.

9. **Waiver of Warranties.** The parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the Project; Grantor's ability to use the Permanent Easement Property following construction of the Project; or Grantor's ability to enroll the Permanent Easement Property in any federal program.

10. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Permanent Easement, or the waiver of any particular breach of any of the terms of this Permanent Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

11. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Permanent Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Permanent Easement, and all remaining terms and provisions of this Permanent Easement will remain binding and enforceable.

13. **Entire Agreement.** This Permanent Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Permanent Easement, and this Permanent Easement supersedes all other previous oral or written agreements between the parties.

14. **Modifications.** Any modifications or amendments of this Permanent Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

15. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Permanent Easement, and agree they have not been influenced by any representations or statements made by any other parties.

16. **Headings.** Headings in this Permanent Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Grantor executed this Permanent Easement on the date written above.

GRANTOR:

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the _____, a _____, that is described in, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of _____.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

IN WITNESS WHEREOF, Grantee executed this Permanent Easement on the date written above.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

Dan Jacobson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Cass County Joint Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Cass County Joint Water Resource District.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT TEMPLATE

THIS EASEMENT is made this ____ day of _____, 20__, by [SELLER NAME 1], [MARITAL STATUS] whose post office address is [ADDRESS] (“Grantor”); _____, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (“Grantee”).

RECITALS

A. The United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Authority entered into a Project Partnership Agreement on July 11, 2016, and amended on March 19, 2019, for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Reduction Project, commonly referred to as the Fargo-Moorhead Area Diversion Project (the “Diversion Project”).

B. Grantee is authorized to acquire the real property necessary for purposes of constructing, operating and maintaining the Diversion Project.

C. Grantor owns certain real property necessary for the Diversion Project that the Grantee must acquire. Grantor agrees to convey a Temporary Construction Easement to the Grantee in, on, upon, under, over, across and through the property described below for purposes of the Diversion Project, all subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

The Temporary Easement Property. Grantor grants and conveys to Grantee a temporary easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

[TEMPORARY EASEMENT LEGAL DESCRIPTION]

The property described above is the “Temporary Easement Property.” Grantor does not warrant fee simple ownership of the Temporary Easement Property and only conveys those rights to Grantee permitted under North Dakota law that are consistent with Grantor’s rights in the Temporary Easement Property.

Easement Rights. Under this Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, this temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: ingress and egress to and from the Diversion Project; constructing the Diversion Project; moving, storing, and removing equipment, materials, and supplies; erecting and removing temporary structures on the

Temporary Easement Property; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials on or from the Temporary Easement Property; and any other work necessary and incident to the construction and improvement of the Diversion Project. Grantee is not responsible for pre-existing environmental contamination or liabilities.

Term. This Easement, and all the rights, privileges, and easements granted in this Easement, will continue for a period of ____ years from the date of Grantor's execution, or until Grantee completes the Diversion Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property.

Structures and Personal Property. Unless otherwise agreed by the parties, Grantor will remove any buildings, structures, personal property, or other items left on the Temporary Easement Property on or before [CLOSING DATE]. Any buildings, structures, personal property, or other items remaining on the Temporary Easement Property after [CLOSING DATE], will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any buildings, structures, personal property, or other items from the Temporary Easement Property, at its sole discretion and at its sole cost.

Taxes. Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Temporary Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Temporary Easement Property.

Grantor's Use of the Temporary Easement Property. Grantor has the right and privilege to use the Temporary Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Temporary Easement Property in any manner that disrupts or interferes with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project, when directed by Grantee, at Grantor's sole cost. Grantor will repair or replace any of Grantee's structures, facilities, right of way, or any other property owned by Grantee damaged by Grantor or as a result of Grantor's use of the Temporary Easement Property, at Grantor's sole cost.

Encumbrances. Grantor will not encumber the Temporary Easement Property or enroll the Temporary Easement Property in any federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor may mortgage the Temporary Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as such mortgage is subordinated to this Easement. If Grantor rents or leases the Temporary Easement Property, any lessee's rights and uses are subject to this Easement,

including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee.

Forbearance or Waiver. The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

Severability. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

Entire Agreement. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

Modifications. Any modifications or amendments of this Easement must be in writing and signed by both Grantor and Grantee.

Binding Effect. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' successors and assigns.

Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

Headings. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR

[NAME]

By: _____
xxx

Its: _____
xxx

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared [SELLER NAME 1], [MARITAL STATUS], known to me to be the person that is described in, and who executed the within and foregoing instrument, and acknowledged to me that [SHE]he executed the same.

Notary Public, _____ County, _____
My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

By: _____
Chair

ATTEST:

Secretary-Treasurer

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the Chair and Secretary-Treasurer, respectively, of _____, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of _____.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

The legal description contained in this document was prepared by:

[SURVEYOR INFORMATION]

EXHIBIT E
DRAIN CROSSING MAP



**FIRST AMENDMENT TO DISTRICT
MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
RUSH RIVER WATER RESOURCE DISTRICT**

Dated as of _____, 20__

Relating to:

A First Amendment to the Memorandum of Understanding outlining respective roles and responsibilities for the design, construction, and relocation of facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION	1
SECTION 1.01 DEFINITIONS.....	1
SECTION 1.02 TERMS GENERALLY	3
ARTICLE II. MASTER MOU AND DISTRICT MOU.....	3
SECTION 2.01 INCORPORATION.....	3
ARTICLE III. ADDITIONAL DRAIN CROSSING.....	4
SECTION 3.01 ADDITIONAL DRAIN CROSSING.....	4
SECTION 3.02 DESIGN	4
SECTION 3.03 PROPERTY INTEREST GRANTS.....	4
ARTICLE IV. DRAIN 29 INLET TIE-IN.....	4
SECTION 4.01 DRAIN 29 INLET TIE-IN	4
SECTION 4.02 FUTURE DRAIN 29 EXPANSION	5
ARTICLE V. TERM AND TERMINATION	5
SECTION 5.01 TERM	5
ARTICLE VI. MISCELLANEOUS.....	5
SECTION 6.01 COMPLETE AGREEMENT	5
SECTION 6.02 COUNTERPARTS.....	5
SECTION 6.03 AMENDMENTS	5
SECTION 6.04 SEVERABILITY AND SAVINGS PLAN	5
SECTION 6.05 FORCE MAJEURE	5
SECTION 6.06 AUTHORIZED REPRESENTATIVES	6
SECTION 6.07 NOTICE	6
SECTION 6.08 GOVERNING LAW	6
SECTION 6.09 ELECTRONIC SIGNATURES	6
SIGNATURE PAGES	S-1 THROUGH S-2
 EXHIBIT A – ADDITIONAL DRAIN CROSSING MAP	
EXHIBIT B – PROJECT LIMITS	
EXHIBIT C – MAPS OF PROPERTY INTEREST GRANTS	
EXHIBIT D – TEMPORARY CONSTRUCTION EASEMENT TEMPLATE	

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “First Amendment”) is made and entered into this ____ day of _____, 20__, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the RUSH RIVER WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (the “District”).

WHEREAS, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”) at the Fargo, North Dakota, and Moorhead, Minnesota, metropolitan area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, the Authority is the local sponsor responsible for delivering the Comprehensive Project; and

WHEREAS, on December 17, 2020, the Authority, the District, the Southeast Cass Water Resource District, the Maple River Water Resource District, the North Cass Water Resource District, and the Cass County Joint Water Resource District entered into a Memorandum of Understanding (the “Master MOU”), outlining the respective roles and responsibilities of all of the parties for the SWDCAI of the Comprehensive Project; and

WHEREAS, January 27, 2022, the Authority and the District entered into a Memorandum of Understanding (the “District MOU”) to further outline the roles and responsibilities as between the Authority and the District for the SWDCAI; and

WHEREAS, the Authority and the District now desire to enter into this First Amendment to include additional roles and responsibilities of the Parties for the work associated with the SWDCAI.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority and the District agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein will have the meanings given to them in this First Amendment and as defined in this section unless a different meaning clearly applies from the context.

“Additional Drain Crossing” means a crossing of 170th Avenue Southeast over Drain 30 as shown on Exhibit A.

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota and a permanent joint powers entity formed through the Joint Powers

Agreement to provide the Fargo-Moorhead metropolitan area with permanent and comprehensive flood protection.

“Authority Representative” means the individual identified in Section 6.06.

“Business Day” means any day that is not a Saturday, a Sunday, or a federal public holiday.

“Comprehensive Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplement Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

“Data Sheets” means the River Inlet and Drain Inlet Interface Data Sheets attached to the Master MOU as Exhibit C.

“Developer” means Red River Valley Alliance, LLC, a limited liability company formed under the laws of the State of Delaware that entered the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this First Amendment include references to other entities engaged by the Developer to complete such work.

“District” means the Rush River Water Resource District, a political subdivision of the State of North Dakota.

“District MOU” means the Memorandum of Understanding by and between the Metro Flood Diversion Authority and Rush River Water Resource District, dated as of January 27, 2022, further defining roles and responsibilities for the SWDCAI.

“Drain 29 Inlet Channel” means the channel constructed between the Drain 29 Inlet Tie-in and the storm water diversion channel of the SWDCAI, in accordance with the Data Sheets, through which waters of Drain 29 will flow into the storm water diversion channel.

“Drain 29 Inlet Tie-in” means the structure where Drain 29 transitions into the Drain 29 Inlet Channel near the Project Limits as set forth herein.

“District Representative” means the individual identified in Section 6.06.

“Effective Date” means the date on which both Parties have executed this First Amendment.

“Joint Powers Agreement” means the agreement entered into by and between the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the Cass County Joint Water Resource District, dated as of June 1, 2016, to create the Authority.

“Master MOU” means the Memorandum of Understanding by and between the Metro Flood Diversion Authority, Southeast Cass Water Resource District, Maple River Water Resource District, Rush River Water Resource District, North Cass Water Resource District, and Cass County Joint Water Resource District, dated December 17, 2020, defining roles and responsibilities for the SWDCAI.

“Party” means the Authority or the District, as the context may require, and its respective legal representatives, successors, and permitted assigns.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Project Limits” means the permanent property interests for the SWDCAI, as identified in Exhibit B.

“Storm Water Diversion Channel and Associated Infrastructure” or **“SWDCAI”** means the approximately 30-mile, 20,000 cubic feet per second (cfs) channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, and aqueducts, to be constructed as part of the Comprehensive Project.

Section 1.02 TERMS GENERALLY. The definition of terms in this First Amendment will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document in the First Amendment will be construed as referring to the agreement, instrument, or other document as amended, supplemented, or otherwise modified (subject to any restrictions on amendments, supplements, or modifications in the First Amendment); (b) any reference in the First Amendment to any person will be construed to include the person’s successors and assigns; (c) all references in the First Amendment to articles, sections, exhibits, and schedules will be construed to refer to articles and sections of, and exhibits and schedules to, this First Amendment; and (d) the words “asset” and “property” will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II. MASTER MOU AND DISTRICT MOU

Section 2.01 INCORPORATION. The District, as well as other local water resource districts, entered into the Master MOU with the Authority for work that will be completed by the

Developer. The District and the Authority additionally entered into the District MOU to further define the roles and responsibilities as between the District and the Authority for the SWDCAL. This First Amendment expressly incorporates all provisions of the Master MOU and the District MOU and is intended to supplement both of those agreements. In the event this First Amendment conflicts with any term or condition of the Master MOU or the District MOU, this First Amendment will control.

ARTICLE III. ADDITIONAL DRAIN CROSSING

Section 3.01 ADDITIONAL DRAIN CROSSING. The Authority will be constructing the Additional Drain Crossing to provide access to landowners who will be impacted by the construction of the SWDCAL. The divisions of work between the Authority and the District for the Additional Drain Crossing will be the same as those set forth in the Master MOU for other Facilities. Upon substantial completion of the Additional Drain Crossing, the Authority will transfer ownership of the Additional Drain Crossing to Harwood Township.

Section 3.02 DESIGN. The Authority will design the Additional Drain Crossing in accordance with the following design criteria:

- (a) Contains a minimum 10-foot channel bottom width;
- (b) Contains the local 10-year event in the channel using peak flows calculated by the ND USGS regression equations plus two (2) feet of freeboard;
- (c) Designed for the local 10-year event with a normal depth flow impact of no greater than 0.5 feet immediately upstream of the road crossing;
- (d) Designed to meet the requirements in North Dakota Administrative Code Article 89-14, Public Highway Stream Crossings; and
- (e) Must not be a metal arch or metal round culvert.

Section 3.03 PROPERTY INTEREST GRANTS. The District holds deeded right-of-way for Drain 30 on OIN 1234A and fee simple on OIN 1234B and OIN 8878. In the locations depicted on Exhibit C, the District will grant temporary construction easements to the Authority for the Additional Drain Crossing. A template temporary construction easement is attached to this First Amendment as Exhibit D.

ARTICLE IV. DRAIN 29 INLET TIE-IN

Section 4.01 DRAIN 29 INLET TIE-IN. The Authority/Developer will be responsible for constructing the Drain 29 Inlet Tie-in. The Drain 29 Inlet Tie-in will be constructed outside of the Project Limits. The Authority, through the Cass County Joint Water Resource District, has already acquired the two (2) parcels of land (OIN 530Y and OIN 2372Y) south of Drain 29, between 172nd Avenue Southeast and the Project Limits, and agrees to transfer the property interests necessary in

OIN 530Y and OIN 2372Y to the District in order to construct and maintain the Drain 29 Inlet Tie-in. The Authority will transfer ownership of the Drain 29 Inlet Tie-in and the necessary property interests to the District upon substantial completion of the Drain 29 Inlet Tie-in. The District will review designs for the Drain 29 Inlet Tie-in in accordance with the review provisions set forth in the Master MOU.

Section 4.02 FUTURE DRAIN 29 EXPANSION. The District expects an expansion of Drain 29 may be necessary in the future. To accommodate such an expansion on OIN 530Y and OIN 2372Y, the Authority agrees it will transfer the property interests in OIN 530Y and OIN 2372Y necessary for the expansion to the District. Design on the future Drain 29 expansion will be within the discretion of the District to accommodate flows through Drain 29.

ARTICLE V. TERM AND TERMINATION

Section 5.01 TERM. The term of this First Amendment will be coterminous with the District MOU, and this First Amendment will terminate upon the termination of the District MOU.

ARTICLE VI. MISCELLANEOUS

Section 6.01 COMPLETE AGREEMENT. Except as otherwise expressly set forth herein, this First Amendment, the District MOU, and the Master MOU contain the entire and exclusive understanding of the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements, undertakings, statements, representations, and negotiations between the Parties.

Section 6.02 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.03 AMENDMENTS. This First Amendment may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this First Amendment.

Section 6.04 SEVERABILITY AND SAVINGS PLAN. Each provision, section, sentence, clause, phrase, and word of this First Amendment is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this First Amendment.

Section 6.05 FORCE MAJEURE. No Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or act of terrorism. If any circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party.

Section 6.06 AUTHORIZED REPRESENTATIVES. The Authority and the District each designate the following as its initial authorized representative, respectively, to administer this First Amendment:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) District Representative: Carol Harbeke Lewis, Secretary-Treasurer

Section 6.07 NOTICE.

(a) All notices under this First Amendment will be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses.

(b) All notices to the Authority will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Authority Representative:

Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104

(c) All notices to the District will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the District Representative:

Rush River Water Resource District
1201 Main Avenue West
West Fargo, North Dakota 58078

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, all notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

Section 6.08 GOVERNING LAW. This First Amendment will be governed and construed in accordance with North Dakota law.

Section 6.09 ELECTRONIC SIGNATURES. The Parties agree that the electronic signature of a Party to this First Amendment shall be valid as an original signature of such Party to this First Amendment. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the Authority and the District caused this First Amendment to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this First Amendment on the _____ day of _____, 20__.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Timothy J. Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the Rush River Water Resource District

The governing body of the Rush River Water Resource District approved this First Amendment on the _____ day of _____, 20__.

RUSH RIVER WATER RESOURCE
DISTRICT

By: _____
Bill Hejl, Chair

ATTEST:

Carol Harbeke Lewis, Secretary-Treasurer

EXHIBIT A
ADDITIONAL DRAIN CROSSING MAP

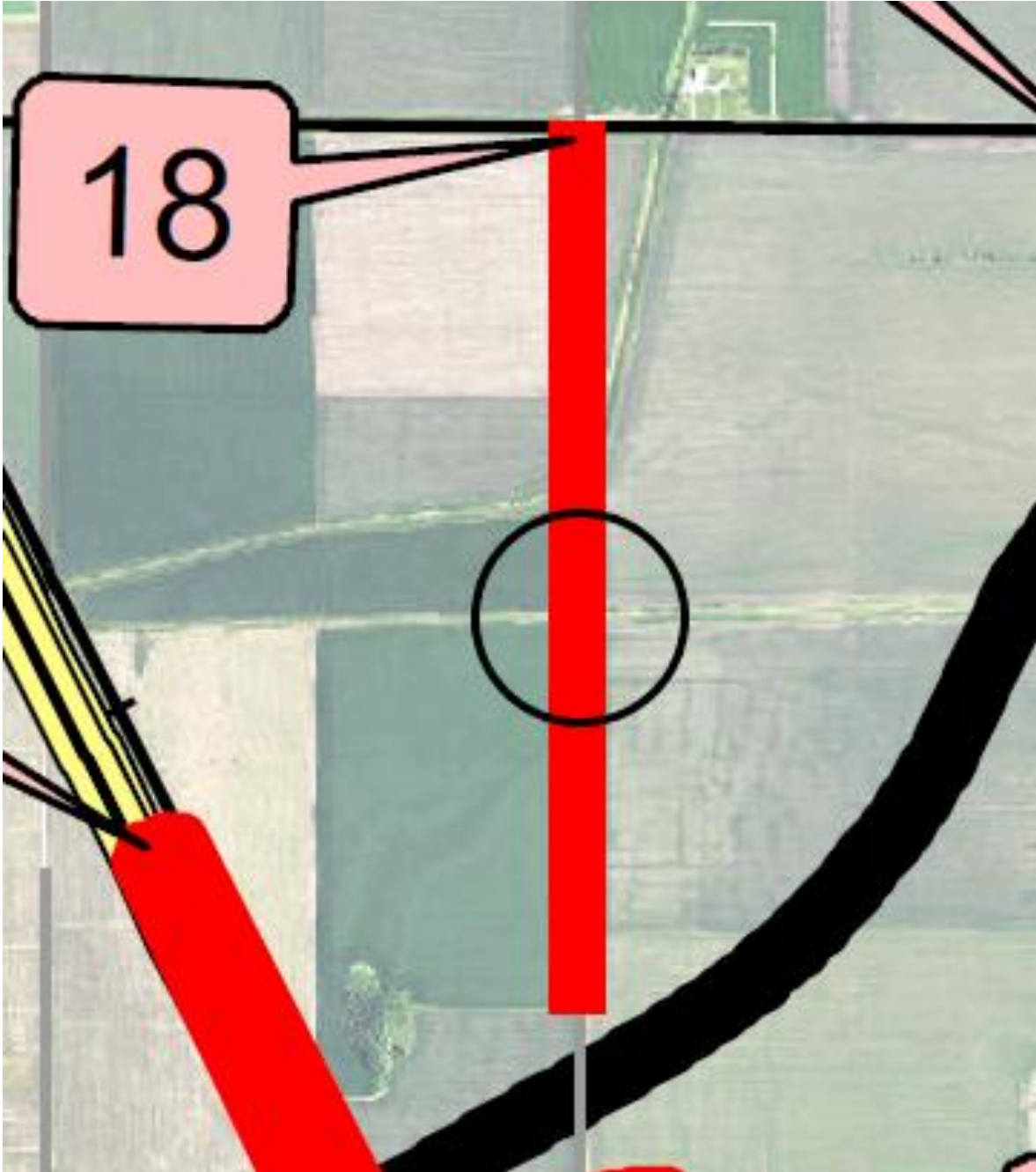


EXHIBIT B
PROJECT LIMITS

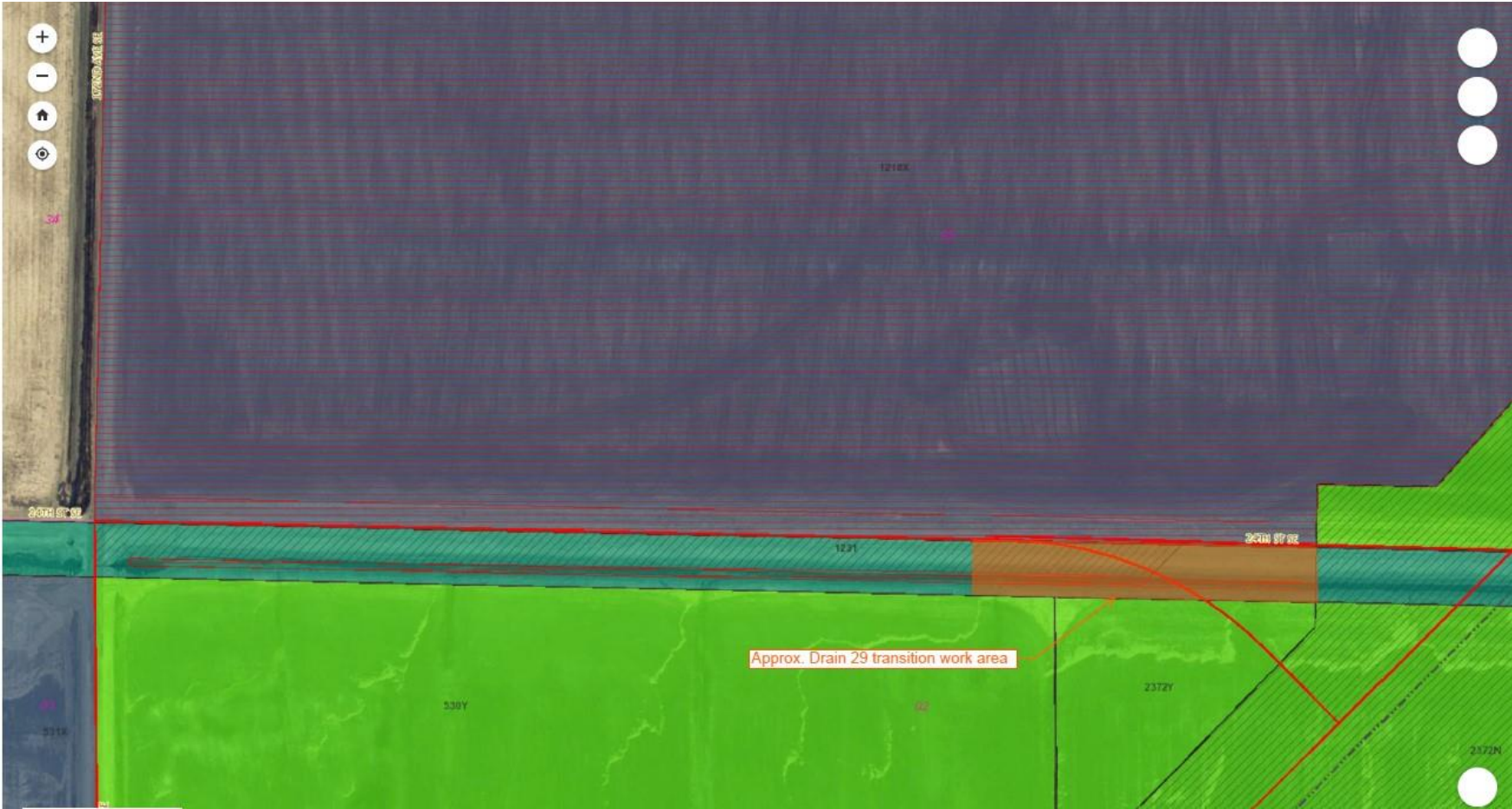
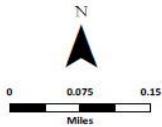


EXHIBIT C

MAPS OF PROPERTY INTEREST GRANTS



Any reliance upon this map is at user's own risk. ALEZS does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data.
Final acreages and legal descriptions to be determined by boundary survey.
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCA\OINs 1234AB 8878 Parcel Exhibit 11.07.2022.mxd



Locator Map Not to Scale

PENDING MOUS
CHANNEL PARCELS

FM AREA DIVERSION
Map Date: 12/9/2022



EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT TEMPLATE

THIS EASEMENT is made this ____ day of _____, 20__, by [SELLER NAME 1], [MARITAL STATUS] whose post office address is [ADDRESS] (“Grantor”); _____, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (“Grantee”).

RECITALS

A. The United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Authority entered into a Project Partnership Agreement on July 11, 2016, and amended on March 19, 2019, for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Reduction Project, commonly referred to as the Fargo-Moorhead Area Diversion Project (the “Diversion Project”).

B. Grantee is authorized to acquire the real property necessary for purposes of constructing, operating, and maintaining the Diversion Project.

C. Grantor owns certain real property necessary for the Diversion Project that the Grantee must acquire. Grantor agrees to convey a Temporary Construction Easement to the Grantee in, on, upon, under, over, across and through the property described below for purposes of the Diversion Project, all subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

The Temporary Easement Property. Grantor grants and conveys to Grantee a temporary easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

[TEMPORARY EASEMENT LEGAL DESCRIPTION]

(the “Temporary Easement Property.”)

Easement Rights. Under this Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, this temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: ingress and egress to and from the Diversion Project; constructing the Diversion Project; moving, storing, and removing equipment, materials, and supplies; erecting and removing temporary structures on the Temporary Easement Property; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials on or from the Temporary Easement Property; and any other work necessary and incident

to the construction and improvement of the Diversion Project. Grantee is not responsible for pre-existing environmental contamination or liabilities.

Term. This Easement, and all the rights, privileges, and easements granted in this Easement, will continue for a period of ____ years from the date of Grantor's execution, or until Grantee completes the Diversion Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property.

Structures and Personal Property. Unless otherwise agreed by the parties, Grantor will remove any buildings, structures, personal property, or other items left on the Temporary Easement Property on or before [CLOSING DATE]. Any buildings, structures, personal property, or other items remaining on the Temporary Easement Property after [CLOSING DATE], will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any buildings, structures, personal property, or other items from the Temporary Easement Property, at its sole discretion and at its sole cost.

Grantor Covenants. Grantor warrants that Grantor is the fee simple owner of the Temporary Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Temporary Easement Property, or any portion of the Temporary Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Temporary Easement Property, or any portion of the Temporary Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Temporary Easement Property, or any portion of the Temporary Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and all its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Temporary Easement Property.

Taxes. Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Temporary Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Temporary Easement Property.

Grantor's Use of the Temporary Easement Property. Grantor has the right and privilege to use the Temporary Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Temporary Easement Property in any manner that disrupts or interferes with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project, when

directed by Grantee, at Grantor's sole cost. Grantor will repair or replace any of Grantee's structures, facilities, right of way, or any other property owned by Grantee damaged by Grantor or as a result of Grantor's use of the Temporary Easement Property, at Grantor's sole cost.

Encumbrances. Grantor will not encumber the Temporary Easement Property or enroll the Temporary Easement Property in any federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor may mortgage the Temporary Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as such mortgage is subordinated to this Easement. If Grantor rents or leases the Temporary Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee.

Forbearance or Waiver. The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

Severability. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

Entire Agreement. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

Modifications. Any modifications or amendments of this Easement must be in writing and signed by both Grantor and Grantee.

Binding Effect. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' successors and assigns.

Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

Headings. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR

By: _____
xxx

Its: _____
xxx

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared [SELLER NAME 1], [MARITAL STATUS], known to me to be the person that is described in, and who executed the within and foregoing instrument, and acknowledged to me that [SHE]he executed the same.

Notary Public, _____ County, _____
My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

By: _____
Chair

ATTEST:

Secretary-Treasurer

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the Chair and Secretary-Treasurer, respectively, of _____, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of _____.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

The legal description contained in this document was prepared by:

[SURVEYOR INFORMATION]



City of Fargo Work Plan for Projects Bid in 2023

Executive Summary

January 18, 2023

The following executive summary provides an overview of the status of City of Fargo revised work plan for Local Flood Protection and Associated Infrastructure (LFP AI) component of the FM Area Diversion as of January 2023.

OVERVIEW

LFP AI, formerly referenced as the In-Kind Work Plan or In-Town Projects, has been developed and approved by the Diversion Authority Board and the Member Entities. The LFP AI summarizes the additional impacts and measures that need to be implemented to accommodate a flow through the Fargo-Moorhead urban area that produces a river stage of 37 feet during a 100-year flood event. Member entities include the - City of Fargo, City of Moorhead, Cass County, Cass County Joint Water Resource District and Clay County. LFP AI project development through construction is led by the member entity jurisdiction where the construction is occurring.

BOARD HISTORY

The Metro Flood Diversion Authority(MFDA) approved the “2023 Cash Budget” at their December 15, 2022, meeting. The 2023 Cash Budget included all costs associated with the City of Fargo 2023 Work Plan for a total approved budget of \$22,000,000.

The MFDA approved the “Resolution Approving the Procedure for Requesting that the City of Fargo Undertake Development of Comprehensive Project In-Kind Work Elements and Authorizing the Reimbursement of Such Development Costs and Expenses” at their January 27, 2022, meeting.

CITY OF FARGO 2023 PROJECTS BID WORK PLAN – January 2023

The City of Fargo plans to bid the following project in 2023 as follows:

NR-23-A0: STS LS #47 & #48 Reconstruction

- In December 2022, the MFDA Board of Authority approved the 2023 cash budget which included \$4,900,000 for construction on this project in 2023.
- This project scope includes reconstruction of sanitary sewer lift stations #47 and 48, I-29 ditch modifications adjacent to Drain 27, and two Drain 27 culvert replacements.
- The scope of this overall project has not changed since it was approved in 2018. The 2018 estimated total project cost was \$6,200,000.
- The updated engineer’s estimate of total project cost is \$11,008,250
 - The increase in the engineer’s estimate from the 2018 cost estimate is due to the current bidding market and inflation impacts.
 - This project is projected to be bid in Q1 2023 and will be constructed in both 2023 and 2024.

- Design of the project is 95% complete and property acquisition is 50% complete.
- The estimated spend for this project in 2023 is not anticipated to exceed the \$4,900,000 which was included in the approved 2023 cash budget.

NR-23-A0: 2023 Engineer's Estimate including engineering and contingency = \$11,008,250 of which \$4,900,000 is projected in 2023.

Request Total Project Budget Increase = \$4,808,250

If the proposed motion below is approved, City of Fargo project NR-23-A0 will have a total project budget increase of \$4,808,250. It is important to note that the anticipated project spend in 2023 has been approved as part of the 2023 Cash Budget and therefore an amendment to the cash budget is not needed.

PROPOSED MOTION

Per the "Resolution Approving the Procedure for Requesting that the City of Fargo Undertake Development of Comprehensive Project In-Kind Work Elements and Authorizing the Reimbursement of Such Development Costs and Expenses" I move to approve the 2023 Development Plan Summary Sheets and the Estimated Total Project Costs (attached) for the following City of Fargo Project:

- NR-23-A0 – STS LS #47 & #48 Reconstruction, for an increased total project budget of \$4,808,250 and a new total project budget of \$11,008,250.



Development Plan Summary Sheet

Contract Number NR-23-A1

Project Name STS LS #47 & #48 Reconstruction

Member Entity City of Fargo

Date Submitted: 1/10/2023 Member Entity Contact Nathan Boerboom

Design Services

Approach: ☒ Competitive ☒ Existing Firm: Houston Engineering Contract value: 275,000

Subconsultants

Braun Intertec

Vareberg Engineering

Services

Geotechnical Engineering

Electrical Engineering

Estimated Cost for Design Professional Services (A)

\$ 275,000

Start of Design: 12/2021

Design Completion: 1/2023

Percentage Complete : 95 %

Property Acquisition

Estimated Cost for Property Acquisition (B)

\$ 150,000.00

Estimated Cost for Property Acquisition Services (C)

\$ 7,500.00

Start of Property Acquisition: 7/1/22

Acquisition Complete: 3/1/22

Property Acquisition Needed by: 2/3/23

Percentage Complete 50 %

Construction

Estimated Cost for Construction (D)*

\$ 9,300,000.00

Start of Construction: _____

Construction Complete: _____

Percentage Complete: 0 %

* Includes Utility Relocation and Misc. Costs - see attached estimate for additional details.

Construction Services

Approach: ☒ Competitive ☒ Existing Firm: Houston Engineering Contract value: 275,000

Subconsultants

Braun Intertec

Vareberg Engineering

Services

Material Testing

Electrical Engineering

Estimated Cost for Construction Professional Services (E)

\$ 275,000

Percentage Complete: 0 %

ESTIMATED TOTAL PROJECT COST (A+B+C+D+E)
CONTINGENCY (10%)

\$ 10,007,500.00

\$ 1,000,750.00

FY20 23 TOTAL PROJECT BUDGET AMOUNT:

\$ 11,008,250.00



Compliant with (Member entity) City of Fargo



Compliant with WIFIA requirements.

procurement and/or purchasing procedures.



Development Plan Summary Sheet for Construction

Contract Number NR-23-A1

Project Name STS LS #47 & #48 Reconstruction

Member Entity City of Fargo

Date Submitted: 1/10/2023 Member Entity Contact Nathan Boerboom

Construction

Contractor _____

Contract Value \$ _____

Change Order ___ Value \$ _____ : _____

Change Order ___ Value \$ _____ : _____

Change Order ___ Value \$ _____ : _____

Change Order ___ Value \$ _____ : _____

Total Cost = Contract Value + All Change Orders = \$ _____

Subconsultants

Services

Start of Construction: _____

Construction Complete: _____

FY20___ TOTAL PROJECT BUDGET AMOUNT: \$ _____

____ Compliant with (Member entity) _____ procurement and/or purchasing procedures.
____ Compliant with WIFIA requirements.

Additional Notes:

This project was identified as being necessary during the overall project's Plan B development and is anticipated to be constructed during the 2023 and 2024 construction seasons. During scoping of the project, the City determined it would be most cost effective to have this project also include the Interstate 29 ditch modifications adjacent to Drain 27, as well as two Drain 27 culvert replacements, which were both identified under Plan B's in-town additional projects. The original scope for all three of these previously identified projects are unchanged from 2018. The 2018 estimated total project cost was approximately \$6,200,000. The current project estimate is now estimated to be \$11,008,250 (including contingency) primarily as a result of increased construction costs since 2018 due to inflation. The average inflation rates the City has seen since 2018 is 8% in 2019, 8% in 2020, 10% in 2021 and 20% in 2022.