



Finance Committee Agenda

Diversion Authority Finance Committee

April 26, 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 March 22, 2023
[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. 29)
6. Executive Director Financial Report
[Attachment 02.00] (Pg. 63)
7. 2023 Cash Budget Change Request
 - a. BCR-011 City of Fargo 2021 & 2022 O&M Reimbursement [Attachment 03.00] (Pg. 70)
8. DA Board Approval Contracting Actions
[Attachment 04.00] (Pg. 72)
 - a. AECOM New MSA [Attachment 04.01] (Pg. 74)
9. MOUs and Agreements
[Attachment 05.00] (Pg. 76)
 - a. MFDA & BRRWD Funding Agreement for the LOTRRP [Attachment 05.01] (Pg. 78)
 - b. MFDA & Raymond Twp. MOU [Attachment 05.02] (Pg. 96)
10. Other Business
 - a. WP38A Recommendation to Accept Bid and Award
[Attachment 06.00] (Pg. 130)
 - b. Eide Bailly 2022 Financial Audit Notification Letter
[Attachment 07.00] (Pg. 133)
11. Next Meeting: May 24, 2023
12. 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. – March 22, 2023

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on March 22, 2023. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chad Peterson, Cass County Commissioner; Terri Gayhart, City of Fargo Finance Director; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, Administrator, City of Fargo; Dave Piepkorn, Fargo City Commissioner; Shelly Carlson, Mayor, City of Moorhead; Mike Rietz, City of Moorhead Assistant City Manager; Rick Steen, Cass County Joint Water Resource District and Brandy Madrigga, Cass County Finance Director.

Member(s) 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 FEBRUARY 2023 MEETING
MOTION PASSED
Mayor Mahoney moved to approve the minutes from the February 2023, meeting and Mr. Piepkorn seconded the motion. On a voice vote, the motion carried.
3. APPROVE ORDER OF AGENDA
MOTION PASSED
Mayor Mahoney moved to approve the order of the agenda and Mayor Carlson seconded the motion. On a voice vote, the motion carried.
4. APPROVAL OF BILLS
Ms. Gayhart reported that \$8,539,399 are the bills received through March 15, 2023, and are payable to the usual vendors, with Cass County Joint Water Resource District being the largest at \$8,348,957. Additional bills include Ohnstad Twichell at \$98,333, Clay County at \$87,318 and Cass County at \$4,789.
MOTION PASSED
Mayor Mahoney moved to approve the bills as presented and Mayor Carlson seconded the motion. On a roll call vote, the motion carried.
5. FINANCIAL REPORT
Ms. Gayhart reported that we have \$179,543,211 in assets, \$210,457 in liabilities and the current net position is \$179,332,754.

6. EXECUTIVE DIRECTOR FINANCIAL REPORT

Mr. Paulsen reported that our current revenue is \$226,550,000, the current month income is \$1,015,000 and the year-to-date total is \$1,132,000.

The budget continues on track and MOUs remain the third largest expenditure to date. The operations budget also continues to track on target and there are no issues or concerns.

7. CONTRACTING ACTIONS

a. DA Board Approval Contracting Action

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

- New Services Agreement, Amendment 0 – This is a new services agreement for 2023 mowing and weed control services for Diversion Authority owned properties. An RFQ was sent to four companies for this work and two responses were received. JT Lawn Services was the lowest bidder for this work and completed this work for the Diversion Authority in 2022. JT Lawn Services & Landscaping, LLC - \$69,600.

MOTION PASSED

Mayor Carlson moved to approve the contracting action as presented and Mr. Piepkorn seconded the motion. On a roll call vote, the motion carried.

8. OTHER BUSINESS

There was no other business to report.

9. NEXT MEETING

The next meeting will be April 26, 2023.

10. ADJOURNMENT

The meeting adjourned at 4:09 PM.

Finance Committee Bills from April 2023

Vendor	Description		
Aon Risk Services	General and Excess Liability Coverage	\$	5,448,765.42
Cass County Joint Water Resource District	Diversion bills – Request #107 CCJWRD	\$	1,091,202.17
Ohnstad Twichell, P.C.	Legal services rendered through March 21, 2023	\$	88,644.28
Clay County	Diversion bills – Request #28 MCCJPA	\$	81,437.14
City of Fargo	2022 lift station operation/maintenance costs	\$	79,134.89
City of Fargo	2021 lift station operation/maintenance costs	\$	62,644.18
City of Christine	Reimburse legal services related to MOU	\$	15,631.50
Cass County	Reimburse misc expenses from Diversion Authority office	\$	3,853.31
Total Bills Received through April 19, 2023		\$	<u>6,871,312.89</u>

Insurance Company	Policy Number	Description	Amount
Lexington Insurance Company	29316064	Excess Liability Coverage	\$ 644,949.50
Lexington Insurance Company	29316063	General Liability Coverage	\$ 921,656.59
HDI Specialty Insurance Company	CWXD5944300S	Excess Liability Coverage	\$ 534,187.50
Crum & Forster Specialty Insurance Co.	GLO094863	General Liability Coverage	\$ 1,321,997.05
Crum & Forster Specialty Insurance Co.	SEO122406	Excess Liability Coverage	\$ 660,998.53
Navigators Specialty Insurance Company	CH23EXCZ0BT2BIC	Excess Liability Coverage	\$ 826,718.75
Westfield Specialty Insurance Company	XSL00016TC00	Excess Liability Coverage	\$ 538,257.50
		Total	\$ 5,448,765.42

Metro Flood Diversion Authority

Invoice No. 8200000338919

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
 Suite 100
 Fargo ND 58104 USA

Aon Risk Insurance Services West, Inc.
 San Francisco CA Office
 425 Market Street
 Suite 2800
 San Francisco CA 94105
 (866) 283-7122 FAX (800) 363-0105

Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Apr-03-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Lexington Insurance Company	29316064 Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - Excess Liability Coverage	
				Premium	633,857.00
				Surplus Lines Tax	11,092.50
TOTAL INVOICE AMOUNT DUE					644,949.50

**TO AVOID POTENTIAL DISRUPTION IN YOUR COVERAGE, PAYMENT IS DUE UPON RECEIPT.
 Please Make Payable to Aon Risk Services**

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000338919	Apr-03-2023	US DOLLAR	644,949.50

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
 Suite 100
 Fargo ND 58104 USA

Remit to:

Aon Risk Insurance Services West, Inc.
 Aon Risk Services Inc.
 P. O. Box 849832
 Los Angeles CA 90084-9832

Metro Flood Diversion Authority

Invoice No. 8200000339041

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
 Suite 100
 Fargo ND 58104 USA

Aon Risk Insurance Services West, Inc.
 San Francisco CA Office
 425 Market Street
 Suite 2800
 San Francisco CA 94105
 (866) 283-7122 FAX (800) 363-0105

Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Apr-04-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Lexington Insurance Company	29316063 Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - General Liability Coverage	
				Premium	905,805.00
				Surplus Lines Tax	15,851.59
TOTAL INVOICE AMOUNT DUE					921,656.59

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570000093961	8200000339041	Apr-04-2023	US DOLLAR	921,656.59

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
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 Fargo ND 58104 USA

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570000093961	Apr-04-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
HDI Specialty Insurance Company	CWXD5944300S Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - Excess Liability Coverage	
				Premium	525,000.00
				Surplus Lines Tax	9,187.50
TOTAL INVOICE AMOUNT DUE					534,187.50

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Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000339042	Apr-04-2023	US DOLLAR	534,187.50

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 4784 Amber Valley Pkwy South
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 Fargo ND 58104 USA

Remit to:

Aon Risk Insurance Services West, Inc.
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 P. O. Box 849832
 Los Angeles CA 90084-9832

Metro Flood Diversion Authority

Invoice No. 8200000337117

Metro Flood Diversion Authority
207 4th Street North,
Fargo ND 58102 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105
(866) 283-7122 FAX (800) 363-0105

Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Feb-23-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Crum & Forster Specialty Insurance Co.	GLO094863 Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - General Liability Coverage	
				Premium	1,299,260.00
				Surplus Lines Tax	22,737.05
TOTAL INVOICE AMOUNT DUE					1,321,997.05

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Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000337117	Feb-23-2023	US DOLLAR	1,321,997.05

Metro Flood Diversion Authority
207 4th Street North,
Fargo ND 58102 USA

Remit to:

Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
P. O. Box 849832
Los Angeles CA 90084-9832

Metro Flood Diversion Authority

Invoice No. 8200000337118

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
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 Fargo ND 58104 USA

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Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Feb-23-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Crum & Forster Specialty Insurance Co.	SEO122406 Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - Excess Liability Coverage	
				Premium	649,630.00
				Surplus Lines Tax	11,368.53
TOTAL INVOICE AMOUNT DUE					660,998.53

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Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000337118	Feb-23-2023	US DOLLAR	660,998.53

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
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 Los Angeles CA 90084-9832

Metro Flood Diversion Authority

Invoice No. 8200000337119

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 Fargo ND 58104 USA

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Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Feb-23-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Navigators Specialty Insurance Company	CH23EXCZ0BT2BIC Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - Excess Liability Coverage	
				Premium	812,500.00
				Surplus Lines Tax	14,218.75
				TOTAL INVOICE AMOUNT DUE	826,718.75

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Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000337119	Feb-23-2023	US DOLLAR	826,718.75

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
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 Fargo ND 58104 USA

Remit to:

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 Aon Risk Services Inc.
 P. O. Box 849832
 Los Angeles CA 90084-9832

Metro Flood Diversion Authority

Invoice No. 8200000337120

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
 Suite 100
 Fargo ND 58104 USA

Aon Risk Insurance Services West, Inc.
 San Francisco CA Office
 425 Market Street
 Suite 2800
 San Francisco CA 94105
 (866) 283-7122 FAX (800) 363-0105

Client Account No.	Invoice Date	Currency	Account Executive
570000093961	Feb-23-2023	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Westfield Specialty Insurance Comp	XSL00016TC00 Metro Flood Diversion Authority	Jan-30-2023 - Jan-30-2028	Jan-30-2023	New - Excess Liability Coverage	
				Premium	529,000.00
				Surplus Lines Tax	9,257.50
TOTAL INVOICE AMOUNT DUE					538,257.50

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Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000093961	8200000337120	Feb-23-2023	US DOLLAR	538,257.50

Metro Flood Diversion Authority
 4784 Amber Valley Pkwy South
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 Fargo ND 58104 USA

Remit to:

Aon Risk Insurance Services West, Inc.
 Aon Risk Services Inc.
 P. O. Box 849832
 Los Angeles CA 90084-9832



Cass County
Joint Water
Resource
District

SENT VIA EMAIL

April 4, 2023

Rodger Olson
Chairman
Leonard, North Dakota

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

Ken Lougheed
Manager
Gardner, North Dakota

Greetings:

Keith Weston
Manager
Fargo, North Dakota

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

Jacob Gust
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,091,202.17 regarding the above referenced projects. The breakdown is as follows:

Rick Steen
Manager
Fargo, North Dakota

Metro Flood Diversion	\$1,088,239.53
DPAC	115.60
Oxbow-Hickson-Bakke Ring Levee	2,847.04

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

Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							4/4/2023
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
				(1,719,038.42)	The Title Company	OIN 899Y/901Y/922Y land sale	
				(1,405,566.07)	The Title Company	OINs 5004/5009/5012/5055/9054-9056 land sale	
	3/31/2023			176.16	Cass County Joint WRD	Postage for letters	
	3/31/2023			29.25	Cass County Joint WRD	copies for letters	
3/14/2023	3/6/2023	187486	130007	31,855.21	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition	
3/14/2023	3/6/2023	187488	160007	225.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet Structure	
3/14/2023	3/6/2023	187489	160007	4,203.50	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
3/14/2023	3/6/2023	187490	160007	597.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
3/14/2023	3/6/2023	187491	160007	10,879.00	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
3/14/2023	3/6/2023	187492	170007	74,592.85	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
3/14/2023	3/6/2023	187493	187007	4,344.50	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment	
3/14/2023	3/6/2023	187494	197007	770.00	Ohnstad Twichell, P.C.	Legal-Western Tie Back	
3/14/2023	3/6/2023	187495	207007	1,190.00	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
3/14/2023	3/6/2023	187496	237007	2,515.10	Ohnstad Twichell, P.C.	Legal-1099 Preparation - 2022 Acquisitions	
3/15/2023	3/7/2023	187504	187007	538.50	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements	
3/15/2023	3/7/2023	187505	207007	1,978.00	Ohnstad Twichell, P.C.	Legal-Gust (OIN 952) QTED	
3/15/2023	3/7/2023	187506	207007	2,803.50	Ohnstad Twichell, P.C.	Legal-Germanson (OIN 5004/5009-5012/9054-9056) QTED	
3/15/2023	3/7/2023	187507	207007	1,417.50	Ohnstad Twichell, P.C.	Legal-Janet Wanzek Estate (OIN 8672-8675, 9747) QTED	
3/15/2023	3/7/2023	187508	207007	10,584.00	Ohnstad Twichell, P.C.	Legal-Libbrecht, Glen (OIN 698/9756-9759) QTED	
3/15/2023	3/7/2023	187509	207007	3,370.50	Ohnstad Twichell, P.C.	Legal-Perhus (OIN 747/751/5014-5015/5277) QTED	
3/15/2023	3/7/2023	187510	207007	661.50	Ohnstad Twichell, P.C.	Legal-Brodshaug RLT (OIN 5008/1930/1932/1940-1941/8517-8518)	
3/15/2023	3/7/2023	187511	207007	2,051.00	Ohnstad Twichell, P.C.	Legal-Samuelson RLT (OIN 1181/1182) QTED	
3/15/2023	3/7/2023	187512	217007	1,208.00	Ohnstad Twichell, P.C.	Legal-Coster RET (OIN 9736-9737) QTED	
3/15/2023	3/7/2023	187513	217007	598.50	Ohnstad Twichell, P.C.	Legal-Richard (OIN 27 1083) QTED	
3/15/2023	3/7/2023	187514	227007	378.00	Ohnstad Twichell, P.C.	Legal-BREI Estates LLLP (OIN 843) ED	
3/15/2023	3/7/2023	187515	227007	283.50	Ohnstad Twichell, P.C.	Legal-Ricker, Allen & Diane (OIN 872-875) ED	
3/15/2023	3/7/2023	187516	227007	378.00	Ohnstad Twichell, P.C.	Legal-Varriano (OIN 113) ED	
3/15/2023	3/7/2023	187517	227007	472.50	Ohnstad Twichell, P.C.	Legal-Anderson (OIN 1896/2052) ED	
3/15/2023	3/7/2023	187518	227007	283.50	Ohnstad Twichell, P.C.	Legal-Brakke (OIN 1964) ED	
3/15/2023	3/7/2023	187519	227007	283.50	Ohnstad Twichell, P.C.	Legal-MKRM Trust (OIN 1997) ED	
3/15/2023	3/7/2023	187520	227007	598.50	Ohnstad Twichell, P.C.	Legal-Askegaard (OIN 2061) ED	
3/15/2023	3/7/2023	187521	227007	283.50	Ohnstad Twichell, P.C.	Legal-Cossette (OIN 2361) ED	
3/15/2023	3/7/2023	187522	227007	25.00	Ohnstad Twichell, P.C.	Legal-Brakke (OIN 845) ED	
3/15/2023	3/7/2023	187523	227007	25.00	Ohnstad Twichell, P.C.	Legal-Storvick (OIN 860/2005) ED	
3/15/2023	3/7/2023	187524	227007	614.59	Ohnstad Twichell, P.C.	Legal-Brakke Family (OIN 1938/1977/1978) ED	
3/15/2023	3/7/2023	187525	227007	25.00	Ohnstad Twichell, P.C.	Legal-Cossette (OIN 1946) ED	
3/15/2023	3/7/2023	187526	227007	25.00	Ohnstad Twichell, P.C.	Legal-Hamilton (OIN 1949/1956/5036) ED	
3/15/2023	3/7/2023	187527	227007	283.50	Ohnstad Twichell, P.C.	Legal-Askegaard (OIN 1950/1963/1966) ED	
3/15/2023	3/7/2023	187528	227007	25.00	Ohnstad Twichell, P.C.	Legal-Brakke (OIN 1974/1976) ED	
3/15/2023	3/7/2023	187529	227007	151.00	Ohnstad Twichell, P.C.	Legal-Hertsgaard Family LLLP (OIN 2042) ED	
3/15/2023	3/7/2023	187530	227007	25.00	Ohnstad Twichell, P.C.	Legal-Braaten (OIN 5032) ED	
3/15/2023	3/7/2023	187531	237007	2,767.50	Ohnstad Twichell, P.C.	Legal-Erickson (OIN 2025) ED	
3/15/2023	3/7/2023	187532	237007	1,969.50	Ohnstad Twichell, P.C.	Legal-K-F Farm Partnership (OIN 1996X/2001) ED	
3/15/2023	3/7/2023	187533	237007	1,182.00	Ohnstad Twichell, P.C.	Legal-Brandt Trust (OIN 1922/1927) ED	
3/15/2023	3/7/2023	187534	237007	1,161.00	Ohnstad Twichell, P.C.	Legal-Norberg (OIN 5023) ED	
3/15/2023	3/7/2023	187535	237007	1,192.50	Ohnstad Twichell, P.C.	Legal-Trottier (OIN 1958) ED	
3/15/2023	3/7/2023	187536	237007	489.00	Ohnstad Twichell, P.C.	Legal-Hanson (OIN 1898) ED	
3/15/2023	3/7/2023	187537	237007	48.00	Ohnstad Twichell, P.C.	Legal-Gerdot LLP (OIN 833) ED	
3/15/2023	3/7/2023	187538	237007	772.50	Ohnstad Twichell, P.C.	Legal-Evert (OIN 1895/1991) ED	
3/15/2023	3/7/2023	187539	237007	1,413.00	Ohnstad Twichell, P.C.	Legal-Loffel (OIN 831) ED	
3/15/2023	3/7/2023	187540	237007	1,003.50	Ohnstad Twichell, P.C.	Legal-JRD Campbell Family Investment (OIN 9404) ED	
3/15/2023	3/7/2023	187541	237007	646.50	Ohnstad Twichell, P.C.	Legal-KLF LLLP (OIN 9347) ED	
3/14/2023	3/3/2023	817720	38810.00021	513.50	Larkin Hoffman Attorneys	Legal-CCJT v Anderson Trust FE	
3/14/2023	3/3/2023	817717	38810.00013	592.50	Larkin Hoffman Attorneys	Legal-CCJT v Berg FE	
3/14/2023	3/3/2023	817723	38810.00029	395.00	Larkin Hoffman Attorneys	Legal-CCJT v Christianson FE	
3/14/2023	3/3/2023	817715	38810.00007	158.00	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten	
3/14/2023	3/3/2023	817725	38810.00012	1,368.25	Larkin Hoffman Attorneys	Legal-CCJT v Hanson FE	
3/14/2023	3/3/2023	817718	38810.00015	276.50	Larkin Hoffman Attorneys	Legal-CCJT v Israelson Land Partnership FE	

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
3/14/2023	3/3/2023	817711	38810	632.00	Larkin Hoffman Attorneys	Legal-Johnson/Monson/Tintes/Anderson	
3/14/2023	3/3/2023	817719	38810.00019	316.00	Larkin Hoffman Attorneys	Legal-CCJT v Klein FE	
3/14/2023	3/3/2023	817716	38810.00009	197.50	Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg	
3/14/2023	3/3/2023	817721	38810.00024	276.50	Larkin Hoffman Attorneys	Legal-CCJT v Ness Family Trust FE	
3/14/2023	3/3/2023	817722	38810.00026	553.00	Larkin Hoffman Attorneys	Legal-CCJT v Patrick FE	
3/14/2023	3/3/2023	817714	38810.00004	10,744.00	Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land	
3/14/2023	3/3/2023	817724	38810.00031	829.50	Larkin Hoffman Attorneys	Legal-Larry and Susan Richard ED	
3/14/2023	3/3/2023	817713	38810.00002	671.50	Larkin Hoffman Attorneys	Legal-Richland County ROE Agreements	
3/14/2023	3/3/2023	817712	38810.00001	1,659.00	Larkin Hoffman Attorneys	Legal-Acquisition of Property from Sauvageaus	
3/14/2023	2/24/2023	32856	19706	3,757.50	Moore Engineering, Inc.	Engineering - Task 2-P3 Legal Drain Inlet Tech Reviews	
3/21/2023	3/7/2023	1200505542		35,324.74	HDR Engineering Inc	TO 1 Property Acquisition Services	
3/14/2023	2/15/2023	ARIV1005647	R12.00049	14,704.30	Ulteig Engineers, Inc.	Task Order 2 - Proj Mgmt, ROW and relocation Services	
3/14/2023	1/31/2023	921	3283-00	13,917.45	ProSource Technologies, LLC	TO 2, acquisition and project mgmt	
3/14/2023	3/9/2023			52,500.00	Verden Anderson	Relocation Reimbursement OIN 220	
3/9/2023	3/9/2023			7,176.92	Gordon Baker	moving reimbursement OIN 1127	
3/9/2023	3/9/2023			94,750.00	Brett & Heidi Odegaard	Relocation reimbursement OIN 2014	
3/10/2023	2/22/2023		266469B	200.00	The Title Company	RIMP FEE for Longtine	
3/21/2023	2/28/2023	13783.00-34		42,131.33	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services	
3/10/2023	3/10/2023			268,922.00	The Title Company	Montplaisir Family Limited Partnership FE	
3/10/2023	3/10/2023			23,206.00	The Title Company	Pearl Anderson IT FE	
3/10/2023	3/13/2023			43,985.00	The Title Company	Tommeraus FE	
3/10/2023	3/10/2023			241,120.00	The Title Company	GerDot LLP FE	
3/24/2023	2/28/2023			12,288.96	ProSource Technologies, LLC	TO 2, acquisition and project mgmt	
3/24/2023	3/24/2023			1,338,018.00	The Title Company	Evert FE	
3/24/2023	3/24/2023			888,584.00	The Title Company	Nipstad FE	
3/30/2023				3,560.05	Cass County Finance	Tax on 17523 Paul Bunyan Dr	
3/30/2023	3/10/2023			84,525.89	Eric Score	Advanced RHDP on OIN 8385	
3/30/2023	3/23/2023			12,359.75	Verden Anderson	Reimbursement RIMP Development fees	
3/24/2023	3/14/2023	1108711		247.81	Cass County Electric Cooperative	Service to 17505 54 St SE	
3/24/2023	3/10/2023			30.00	The Title Company	Montplaisir Family Limited Partnership FE addl fee	
3/24/2023	3/24/2023			376,694.62	The Title Company	North Fargo Land LLC Property Purchase	
3/24/2023	3/24/2023			64,760.22	The Title Company	RBK Ventures LLP Property Purchase	
3/24/2023	3/24/2023			397,503.07	The Title Company	Samuelson property exchange	
			Total	1,088,239.53			
DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
3/14/2023	3/6/2023	187485	120007	115.60	Ohnstad Twichell, P.C.	Legal-Diversion Project, Assessment District	
			Total	115.60			
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
3/14/2023	3/6/2023	187487		140007	157.50	Ohnstad Twichell, P.C.	Legal-OHB
3/30/2023					1,344.77	Cass County Finance	2020-2022 taxes on 358 Schnell Dr
3/30/2023					1,344.77	Cass County Finance	2020-2022 taxes on 354 Schnell Dr
			Total	2,847.04			
			Grand Total	1,091,202.17			

OHNSTAD TWICHELL, P.C.
Attorneys at Law

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

15-1395

JTS Invoice # 188197

Flood Diversion Board
 Bond Counsel Work - PPP

Date: April 10, 2023

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	93.3	\$387.00	\$36,107.10
CMM	4.7	\$387.00	\$1,818.90
KJS	39.9	\$387.00	\$15,441.30
TJL	4.7	\$387.00	\$1,818.90
JRS	18.2	\$330.00	\$6,006.00
KJM	37.5	\$320.00	\$12,000.00
CAS	0.5	\$215.00	\$107.50
AJR	29.1	\$215.00	\$6,256.50
Sub-Total Fees:	227.9		\$79,556.20
MATTER 15-1395-13 REFUND OF OVERCHARGE			-\$110.00
Total Fees:			\$79,446.20
Monthly Credit Card Processing Fee			\$2,936.89
Westlaw			\$127.19
Photocopies			\$9.00
Prof Service Fee Gwendolyn			\$6,125.00
Total Expenses:			\$9,198.08
Grand Total			\$88,644.28

	Rates
JTS John T. Shockley, Partner, Supervising Attorney	\$387.00
CMM Christopher M. McShane, Partner	\$387.00
ADC Andrew D. Cook, Partner	\$387.00
SNW Sarah M. Wear, Partner	\$387.00
LDA Lukas D. Andrud, Partner	\$387.00
RGH Robert G. Hoy, Partner	\$387.00
KJS Katie J. Schmidt, Partner	\$387.00
MWM Marshall W. McCullough, Partner	\$387.00
TJL Tyler J. Leverington, Partner	\$387.00
LWC Lukas W. Croaker, Partner	\$387.00
BTB Brent T. Boeddeker, Partner	\$387.00
JRS J.R. Strom, Associate	\$330.00
KJM Kathryn J. McNamara, Associate	\$320.00
LRC Leah R. Carlson, Associate	\$340.00
DCP David C. Piper, Associate	\$340.00
JAM Jenna A. McPherson, Associate	\$290.00
SJH Stephen J. Hilfer, Associate	\$265.00
MAN Morgan A. Nyquist, Associate	\$265.00
ZDW Zachary D. Wall, Associate	\$240.00
CAS Carol A. Stillwell, Paralegal	\$215.00
AJR Andrea J. Roman, Paralegal	\$215.00
CRD Christie R. Dettling, Paralegal	\$195.00
KK Kiara J. Klinkhammer, Paralegal	\$195.00
TWS Tim W. Steuber, Paralegal	\$200.00
MRH Meghan R. Hockert, Paralegal	\$195.00
ATW Amy T. White, Paralegal	\$195.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$170.00
KMM Karla M. Maertens, Legal Administrative Assistant	\$100.00

OHNSTAD TWICHELL, P.C.

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT

WEST FARGO, NORTH DAKOTA 58078

BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 188197 Flood Diversion Board		Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$17,163.00
151395-2	Executive Director	\$743.90
151395-4	Public Finance Issues	\$77.40
151395-5	Consultant Contract Review/Development	\$3,715.20
151395-9	Environmental Permitting Issues/NEPA	
151395-11	Legislative Interface/Lobbying Support	\$309.60
151395-12	USACE Interface/Questions	\$4,919.20
151395-13	Third Party Utility MOU's	\$25,478.80
151395-23	PRAM	\$5,950.00
151395-24	P3 Implementation	\$21,089.10
TOTAL		\$79,446.20

*exp only



COUNTY AUDITOR
LORI J. JOHNSON
Office Telephone (218) 299-5006

April 4, 2023
Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

RE: Metro Flood Diversion Project

Greetings:

Attached to this email, please find a spreadsheet summary of invoices/expense and all documentation for invoices paid by Clay County for the FM Flood Diversion project. All requests were approved or authorized by the Diversion Authority. Current invoice/expense reimbursement request total is as follows:

Metro Flood Diversion	\$81,437.14
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We respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

Clay County Government Center
3510 12th Ave S
PO Box 280
Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

	Invoice		Invoice		Date			Reimb
Vendor	Date		Amount	Invoice #	Approved	Date Paid	Check #	Request
SRF Consulting Group	2/28/23	prof svc thru 2/28/23	\$17,562.35	13820.00-29	3/20/23	3/22/23	112651	4/4/2023
Crown Appraisals, Inc.	12/28/22	cancellations	\$5,500.00	4866	3/24/23	3/29/23	112753	4/4/2023
Ohnstad Twichell	3/14/23	enviro monitoring	\$619.20	187754	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	Upstream mitigation	\$16,448.05	187755	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	Southern embankment	\$8,701.29	187756	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	general 2023	\$15,289.35	187761	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	relocation appeal kragerud	\$1,199.70	187757	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	relocation appeal dubois & buth	\$1,083.60	187758	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	relocation appeal buth	\$1,973.70	187759	3/20/23	3/29/23	112786	4/4/2023
Ohnstad Twichell	3/14/23	relocation appeal leech	\$77.40	187760	3/20/23	3/29/23	112786	4/4/2023
Barnesville Record Review	2/13/23	Public meeting notice	\$48.00	2052	3/14/23	3/22/23	529936	4/4/2023
ProSource Technologies	2/28/23	prof svc thru 2/28/23	\$12,934.50	1096	3/20/23	3/29/23	530100	4/4/2023

\$81,437.14



FINANCE OFFICE

PO Box 2083
 225 4th Street North
 Fargo, ND 58102
 Phone: 701.241.1333 | Fax: 701.476.4188
 www.FargoND.gov

March 13, 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 \$79,134.89. These costs are for the 2022 operation and maintenance of various project elements detailed below:

Project Element	Address	Amount
Lift Station #18	304 4th St S	\$ 36,396.66
Lift Station #18 Generator	304 4th St S	681.53
Lift Station #23	200 2nd St N	17,346.35
Lift Station #23 Generator	225 4th St N	346.73
Lift Station #1	1 2nd St S	3,452.71
Lift Station #26	97 Woodland Dr	2,810.65
Lift Station #29	875 Oak St N	3,937.21
Lift Station #75	200 15th Ave N	1,720.05
Oxbow Lift Station	5070 County Road 81	12,443.00
Total Reimbursement Request		\$ 79,134.89

In August 2019, the Metro Flood Diversion Board approved a resolution requesting that the City of Fargo undertake maintenance of miscellaneous project elements located within the City of Fargo. This resolution authorized the City to request reimbursement of such maintenance costs.

In 2018, the Metro Flood Diversion Board approved two MOUs that detail the cost share arrangements for the generators that serve the DA's lift stations. Pursuant to these MOUs, the DA will be responsible for 35% of the operation and maintenance costs of the generator that serves Storm Lift Station #23 and Fargo City Hall and 60% of the operation and maintenance costs of the generator that serves Storm Sewer Lift #18 and City of Fargo Sanitary Sewer Lift #1.

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

2022 Maintenance Costs
City of Fargo Storm Lift Stations #1, #18, #23, #26, #29 & #75
COF Expense to be Reimbursed by DA

Electrical Expense:

<u>Location</u>	<u>Account Number</u>	<u>Statement Date</u>	<u>Service Dates</u>	<u>COF Check Number</u>	<u>COF Paid Date</u>	<u>Amount</u>
200 2nd St N	51-4341057-3	2/2/2022	1/2/2022 - 1/31/2022	317829	2/11/2022	1,324.68
200 2nd St N	51-4341057-3	3/4/2022	1/31/2022 - 3/2/2022	318439	3/11/2022	1,311.29
200 2nd St N	51-4341057-3	5/2/2022	3/2/2022 - 3/31/2022	319763	5/24/2022	1,079.96
200 2nd St N	51-4341057-3	6/1/2022	3/31/2022 - 5/1/2022	320167	6/14/2022	1,385.45
200 2nd St N	51-4341057-3	6/2/2022	5/1/2022 - 5/31/2022	320167	6/14/2022	814.80
200 2nd St N	51-4341057-3	7/1/2022	5/31/2022 - 6/29/2022	320757	7/20/2022	465.07
200 2nd St N	51-4341057-3	8/1/2022	6/29/2022 - 7/31/2022	321306	8/10/2022	431.60
200 2nd St N	51-4341057-3	9/1/2022	7/31/2022 - 8/29/2022	322283	9/21/2022	378.90
200 2nd St N	51-4341057-3	11/1/2022	8/29/2022 - 9/28/2022	323427	11/9/2022	335.36
200 2nd St N	51-4341057-3	11/1/2022	9/28/2022 - 10/27/2022	323427	11/9/2022	317.16
200 2nd St N	51-4341057-3	12/6/2022	10/27/2022 - 11/29/2022	324277	12/13/2022	751.64
200 2nd St N	51-4341057-3	2/6/2023	11/29/2022 - 1/2/2023	325804	2/22/2023	1,254.40
						9,850.31
304 4th St S	51-4341057-3	2/2/2022	12/14/2021 - 01/17/2022	317829	2/11/2022	2,904.04
304 4th St S	51-4341057-3	3/4/2022	1/17/2022 - 2/15/2022	318439	3/11/2022	3,290.02
304 4th St S	51-4341057-3	3/29/2022	2/15/2022 - 3/17/2022	318967	4/12/2022	3,278.10
304 4th St S	51-4341057-3	5/2/2022	3/17/2022 - 4/17/2022	319763	5/24/2022	2,508.22
304 4th St S	51-4341057-3	6/1/2022	4/17/2022 - 5/16/2022	320167	6/14/2022	2,276.89
304 4th St S	51-4341057-3	7/1/2022	5/16/2022 - 6/15/2022	320757	7/20/2022	1,113.54
304 4th St S	51-4341057-3	8/1/2022	6/15/2022 - 7/17/2022	321306	8/10/2022	1,506.82
304 4th St S	51-4341057-3	9/1/2022	7/17/2022 - 8/15/2022	322283	9/21/2022	1,037.23
304 4th St S	51-4341057-3	9/28/2022	8/15/2022 - 9/14/2022	322560	10/5/2022	1,028.03
304 4th St S	51-4341057-3	11/1/2022	9/14/2022 - 10/13/2022	323427	11/9/2022	958.64
304 4th St S	51-4341057-3	12/6/2022	10/13/2022 - 11/13/2022	324277	12/13/2022	1,673.85
304 4th St S	51-4341057-3	2/6/2023	11/13/2022 - 12/14/2022	325804	2/22/2023	2,513.81
						24,089.19
1 2nd St S	51-4341057-3	2/2/2022	12/14/2021 - 1/17/2022	317829	2/11/2022	246.08
1 2nd St S	51-4341057-3	3/4/2022	1/17/2022 - 2/15/2022	318439	3/11/2022	236.26
1 2nd St S	51-4341057-3	3/29/2022	2/15/2022 - 3/17/2022	318967	4/12/2022	235.62
1 2nd St S	51-4341057-3	5/2/2022	3/17/2022 - 4/17/2022	319763	5/24/2022	239.69
1 2nd St S	51-4341057-3	6/1/2022	4/17/2022 - 5/16/2022	320167	6/14/2022	246.41
1 2nd St S	51-4341057-3	7/1/2022	5/16/2022 - 6/15/2022	320757	7/20/2022	189.78
1 2nd St S	51-4341057-3	8/1/2022	6/15/2022 - 7/17/2022	321306	8/10/2022	192.72
1 2nd St S	51-4341057-3	9/1/2022	7/17/2022 - 8/15/2022	322283	9/21/2022	187.47
1 2nd St S	51-4341057-3	9/28/2022	8/15/2022 - 9/14/2022	322560	10/5/2022	189.94
1 2nd St S	51-4341057-3	11/1/2022	9/14/2022 - 10/13/2022	323427	11/9/2022	177.80
1 2nd St S	51-4341057-3	12/6/2022	10/13/2022 - 11/13/2022	324277	12/13/2022	201.08
1 2nd St S	51-4341057-3	2/6/2023	11/13/2022 - 12/14/2022	325804	2/22/2023	224.17
						2,567.02
97 Woodland Dr	51-4341057-3	2/2/2022	12/2/2021 - 1/5/2022	317829	2/11/2022	67.83
97 Woodland Dr	51-4341057-3	3/4/2022	1/5/2022 - 2/3/2022	318439	3/11/2022	64.34
97 Woodland Dr	51-4341057-3	3/29/2022	2/3/2022 - 3/7/2022	318967	4/12/2022	69.87
97 Woodland Dr	51-4341057-3	4/7/2022	3/7/2022 - 4/5/2022	319076	4/19/2022	354.36
97 Woodland Dr	51-4341057-3	6/1/2022	4/5/2022 - 5/4/2022	320167	6/14/2022	606.64
97 Woodland Dr	51-4341057-3	7/1/2022	5/4/2022 - 6/5/2022	320757	7/20/2022	426.57
97 Woodland Dr	51-4341057-3	8/1/2022	6/5/2022 - 7/5/2022	321306	8/10/2022	76.12
97 Woodland Dr	51-4341057-3	9/1/2022	7/5/2022 - 8/3/2022	322283	9/21/2022	48.62
97 Woodland Dr	51-4341057-3	9/28/2022	8/3/2022 - 9/1/2022	322560	10/5/2022	48.81
97 Woodland Dr	51-4341057-3	11/1/2022	9/1/2022 - 10/3/2022	323427	11/9/2022	26.62
97 Woodland Dr	51-4341057-3	12/6/2022	10/3/2022 - 11/1/2022	324277	12/13/2022	62.14
97 Woodland Dr	51-4341057-3	2/6/2023	11/1/2022 - 12/4/2022	325804	2/22/2023	85.87
						1,937.79
875 Oak St N	51-4341057-3	2/2/2022	12/29/2021 - 1/30/2022	317829	2/11/2022	177.20
875 Oak St N	51-4341057-3	3/4/2022	1/30/2022 - 3/1/2022	318558	3/24/2022	155.58
875 Oak St N	51-4341057-3	5/2/2022	3/1/2022 - 3/30/2022	319763	5/24/2022	313.89
875 Oak St N	51-4341057-3	6/1/2022	3/30/2022 - 4/28/2022	320167	6/14/2022	514.51
875 Oak St N	51-4341057-3	6/2/2022	4/28/2022 - 5/30/2022	320167	6/14/2022	641.64
875 Oak St N	51-4341057-3	7/1/2022	5/30/2022 - 6/28/2022	320757	7/20/2022	226.97
875 Oak St N	51-4341057-3	8/1/2022	6/28/2022 - 7/28/2022	321306	8/10/2022	170.95
875 Oak St N	51-4341057-3	9/1/2022	7/28/2022 - 8/28/2022	322283	9/21/2022	150.42
875 Oak St N	51-4341057-3	11/1/2022	8/28/2022 - 9/27/2022	323427	11/9/2022	195.37
875 Oak St N	51-4341057-3	11/1/2022	9/27/2022 - 10/26/2022	323427	11/9/2022	185.44
875 Oak St N	51-4341057-3	12/6/2022	10/26/2022-11/28/2022	324277	12/13/2022	264.10
875 Oak St N	51-4341057-3	2/6/2023	11/28/2022 - 1/1/2023	325804	2/22/2023	286.29
						3,282.36
200 15th Ave N	51-4341057-3	2/2/2022	12/1/2021 - 1/4/2022	317829	2/11/2022	43.15
200 15th Ave N	51-4341057-3	3/4/2022	1/4/2022 - 2/2/2022	318439	3/11/2022	42.68
200 15th Ave N	51-4341057-3	3/29/2022	2/2/2022 - 3/6/2022	318967	4/12/2022	43.63
200 15th Ave N	51-4341057-3	5/2/2022	3/6/2022 - 4/4/2022	319763	5/24/2022	56.19
200 15th Ave N	51-4341057-3	5/19/2022	4/4/2022 - 5/3/2022	319763	5/24/2022	433.74
200 15th Ave N	51-4341057-3	7/1/2022	5/3/2022 - 6/2/2022	320757	7/20/2022	333.58
200 15th Ave N	51-4341057-3	8/1/2022	6/2/2022 - 7/4/2022	321306	8/10/2022	94.25
200 15th Ave N	51-4341057-3	9/1/2022	7/4/2022 - 8/2/2022	322283	9/21/2022	47.51

Electrical Expense:

Location	Account Number	Statement Date	Service Dates	COF Check Number	COF Paid Date	Amount
200 15th Ave N	51-4341057-3	9/28/2022	8/2/2022 - 8/31/2022	322560	10/5/2022	47.91
200 15th Ave N	51-4341057-3	11/1/2022	8/31/2022 - 10/2/2022	323427	11/9/2022	51.55
200 15th Ave N	51-4341057-3	12/6/2022	10/2/2022 - 10/31/2022	324277	12/13/2022	63.77
200 15th Ave N	51-4341057-3	2/6/2023	10/31/2022 - 12/1/2022	325804	2/22/2023	68.27
						1,326.23
Oxbow Pumping Station	Cass County Electric - 219998	Reclass LT11220025	12/31/2021 - 7/31/2022	LT11220025	11/22/2022	7,922.00
Oxbow Pumping Station	Cass County Electric - 219998	9/9/2022	7/31/2022 - 8/31/2022	321969	9/13/2022	575.00
Oxbow Pumping Station	Cass County Electric - 219998	10/9/2022	8/31/2022 - 9/30/2022	322601	10/12/2022	575.00
Oxbow Pumping Station	Cass County Electric - 219998	11/10/2022	9/30/2022 - 10/31/2022	323454	11/16/2022	682.00
Oxbow Pumping Station	Cass County Electric - 219998	12/9/2022	10/31/2022 - 11/31/2022	324144	12/9/2022	1,106.00
Oxbow Pumping Station	Cass County Electric - 219998	1/1/2023	11/31/2022 - 12/31/2022	324972	1/10/2023	127.00
						10,987.00
Total Electric Expense						54,039.90

Insurance Expense:

Location	Insurance Type	COF Check Number	COF Paid Date	Total Costs	DA Share	Amount
200 2nd St N - Pump Station	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	3,408.00	100%	3,408.00
225 4th St N - Generator	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	246.00	35%	86.10
304 4th St S - Pump Station	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	2,428.00	100%	2,428.00
304 4th St S - Generator	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	373.00	60%	223.80
97 Woodland Dr - Pump Station	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	139.00	100%	139.00
875 Oak St N - Pump Station	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	45.00	100%	45.00
200 15th Ave N - Pump Station	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	67.00	100%	67.00
Oxbow Lift -5070 County Rd 81	SFT - 7/1/2022 - 6/30/2023	320455	7/6/2022	1,030.00	100%	1,030.00
200 2nd St N - Pump Station	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	1,362.00	100%	1,362.00
225 4th St N - Generator	Boiler - 1/1/20-1/1/2021	PCARD - pmt 2.11.2022	1/30/2020	103.00	35%	36.05
304 4th St S - Pump Station	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	970.00	100%	970.00
304 4th St S - Generator	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	149.00	60%	89.40
97 Woodland Dr - Pump Station	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	60.00	100%	60.00
875 Oak St N - Pump Station	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	19.00	100%	19.00
200 15th Ave N - Pump Station	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/11/2022	29.00	100%	29.00
Oxbow Lift -5070 County Rd 81	Boiler - 1/1/22-1/1/2023	PCARD - pmt 2.11.2022	2/1/2022	426.00	100%	426.00
Total Insurance Expense						10,418.35

Yearly Cleaning and Inspection:

Location	LS Operation Check	Yearly Inspections/ Merger Test	Diesel Fuel WO	Repairs/ Fiber Install	Total Costs	DA Share	Amount
200 2nd St N - Pump Station	985.12	1,740.92	-	-	2,726.04	100%	2,726.04
225 4th St N - Generator	-	641.65	-	-	641.65	35%	224.58
304 4th St S - Pump Station	1,013.12	7,896.35	-	-	8,909.47	100%	8,909.47
304 4th St S - Generator	-	613.89	-	-	613.89	60%	368.33
1 2nd St S - Pump Station	-	724.50	-	161.19	885.69	100%	885.69
97 Woodland Dr - Pump Station	404.04	269.82	-	-	673.86	100%	673.86
875 Oak St N - Pump Station	404.04	186.81	-	-	590.85	100%	590.85
200 15th Ave N - Pump Station	28.00	269.82	-	-	297.82	100%	297.82
					12,613.23		
Total Cleaning & Inspection Expense						14,676.64	

Total Expense for Period **79,134.89**



FINANCE OFFICE

PO Box 2083
 225 4th Street North
 Fargo, ND 58102
 Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

March 13, 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 \$62,644.18. These costs are for the 2021 operation and maintenance of various project elements detailed below:

Project Element	Address	Amount
Lift Station #18	304 4th St S	\$ 31,836.76
Lift Station #18 Generator	304 4th St S	601.33
Lift Station #23	200 2nd St N	19,345.37
Lift Station #23 Generator	225 4th St N	1,157.98
Lift Station #1	1 2nd St S	3,190.77
Lift Station #26	97 Woodland Dr	1,597.81
Lift Station #29	875 Oak St N	2,187.42
Lift Station #75	200 15th Ave N	904.48
Oxbow Lift Station	5070 County Road 81	1,822.26
Total Reimbursement Request		\$ 62,644.18

In August 2019, the Metro Flood Diversion Board approved a resolution requesting that the City of Fargo undertake maintenance of miscellaneous project elements located within the City of Fargo. This resolution authorized the City to request reimbursement of such maintenance costs.

In 2018, the Metro Flood Diversion Board approved two MOUs that detail the cost share arrangements for the generators that serve the DA's lift stations. Pursuant to these MOUs, the DA will be responsible for 35% of the operation and maintenance costs of the generator that serves Storm Lift Station #23 and Fargo City Hall and 60% of the operation and maintenance costs of the generator that serves Storm Sewer Lift #18 and City of Fargo Sanitary Sewer Lift #1.

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

2021 Maintenance Costs
City of Fargo Storm Lift Stations #1, #18, #23, #26, #29 & #75
COF Expense to be Reimbursed by DA

Electrical Expense:

<u>Location</u>	<u>Account Number</u>	<u>Statement Date</u>	<u>Service Dates</u>	<u>COF Check Number</u>	<u>COF Paid Date</u>	<u>Amount</u>
200 2nd St N	51-4341057-3	2/1/2021	12/30/2020 - 1/31/2021	Pcard	2/11/2021	1,114.12
200 2nd St N	51-4341057-3	3/5/2021	1/31/2021 - 3/2/2021	310501	3/11/2021	1,290.52
200 2nd St N	51-4341057-3	5/3/2021	3/2/2021 - 3/31/2021	311540	5/12/2021	675.94
200 2nd St N	51-4341057-3	6/1/2021	3/31/2021 - 4/29/2021	312225	6/16/2021	508.87
200 2nd St N	51-4341057-3	7/2/2021	4/29/2021 - 5/31/2021	312834	7/12/2021	255.95
200 2nd St N	51-4341057-3	8/2/2021	5/31/2021 - 6/29/2021	313523	8/16/2021	468.34
200 2nd St N	51-4341057-3	8/31/2021	6/29/2021 - 8/29/2021	314182	9/9/2021	742.69
200 2nd St N	51-4341057-3	10/4/2021	8/29/2021 - 9/28/2021	314859	10/13/2021	327.07
200 2nd St N	51-4341057-3	11/2/2021	9/28/2021 - 10/27/2021	315706	11/17/2021	267.40
200 2nd St N	51-4341057-3	12/3/2021	10/27/2021 - 11/29/2021	316441	12/10/2021	487.74
200 2nd St N	51-4341057-3	1/3/2022	11/29/2021 - 1/2/2022	317200	12/31/2021	1,165.77
						7,304.41
304 4th St S	51-4341057-3	2/1/2021	12/14/2020 - 1/17/2021	Pcard	2/11/2021	1,808.14
304 4th St S	51-4341057-3	3/5/2021	1/17/2021 - 2/16/2021	310501	3/11/2021	2,395.55
304 4th St S	51-4341057-3	4/1/2021	2/16/2021 - 3/17/2021	311011	4/13/2021	2,395.72
304 4th St S	51-4341057-3	5/3/2021	3/17/2021 - 4/15/2021	311540	5/12/2021	1,738.99
304 4th St S	51-4341057-3	6/1/2021	4/15/2021 - 5/16/2021	312225	6/16/2021	1,350.79
304 4th St S	51-4341057-3	7/2/2021	5/16/2021 - 6/15/2021	312834	7/12/2021	1,006.03
304 4th St S	51-4341057-3	8/2/2021	6/15/2021 - 7/15/2021	313523	8/16/2021	1,056.64
304 4th St S	51-4341057-3	8/31/2021	7/15/2021 - 8/15/2021	314182	9/9/2021	991.14
304 4th St S	51-4341057-3	10/4/2021	8/15/2021 - 9/14/2021	314859	10/13/2021	1,188.09
304 4th St S	51-4341057-3	11/2/2021	9/14/2021 - 10/13/2021	315706	11/17/2021	999.28
304 4th St S	51-4341057-3	12/3/2021	10/31/2021 - 11/11/2021	316441	12/10/2021	974.42
304 4th St S	51-4341057-3	1/3/2022	11/11/2021 - 12/14/2021	317200	12/31/2021	2,321.08
						18,225.87
1 2nd St S	51-4341057-3	2/1/2021	12/14/2021 - 1/17/2021	Pcard	2/11/2021	223.75
1 2nd St S	51-4341057-3	3/5/2021	1/17/2021 - 2/16/2021	310501	3/11/2021	230.26
1 2nd St S	51-4341057-3	4/1/2021	2/16/2021 - 3/17/2021	311011	4/13/2021	211.35
1 2nd St S	51-4341057-3	5/3/2021	3/17/2021 - 4/15/2021	311540	5/12/2021	191.03
1 2nd St S	51-4341057-3	6/1/2021	4/15/2021 - 5/16/2021	312225	6/16/2021	172.85
1 2nd St S	51-4341057-3	7/2/2021	5/16/2021 - 6/15/2021	312834	7/12/2021	211.21
1 2nd St S	51-4341057-3	8/2/2021	6/15/2021 - 7/15/2021	313523	8/16/2021	209.49
1 2nd St S	51-4341057-3	8/31/2021	7/15/2021 - 8/15/2021	314182	9/9/2021	193.25
1 2nd St S	51-4341057-3	10/4/2021	8/15/2021 - 9/14/2021	314859	10/13/2021	255.95
1 2nd St S	51-4341057-3	11/2/2021	9/14/2021 - 10/13/2021	315706	11/17/2021	210.61
1 2nd St S	51-4341057-3	12/3/2021	10/13/2021 - 11/11/2021	316441	12/10/2021	104.93
1 2nd St S	51-4341057-3	1/3/2022	11/11/2021 - 12/14/2021	317200	12/31/2021	223.83
						2,438.51
97 Woodland Dr	51-4341057-3	2/1/2021	12/2/2020 - 1/5/2021	Pcard	2/11/2021	-
97 Woodland Dr	51-4341057-3	3/5/2021	1/5/2021 - 2/3/2021	310501	3/11/2021	-
97 Woodland Dr	51-4341057-3	4/1/2021	2/3/2021 - 3/7/2021	311011	4/13/2021	84.97
97 Woodland Dr	51-4341057-3	5/3/2021	3/7/2021 - 4/5/2021	311540	5/12/2021	69.12
97 Woodland Dr	51-4341057-3	6/1/2021	4/5/2021 - 5/4/2021	312225	6/16/2021	61.13
97 Woodland Dr	51-4341057-3	7/2/2021	5/4/2021 - 6/3/2021	312834	7/12/2021	46.13
97 Woodland Dr	51-4341057-3	8/2/2021	6/3/2021 - 7/5/2021	313523	8/16/2021	28.71
97 Woodland Dr	51-4341057-3	8/31/2021	7/5/2021 - 8/3/2021	314182	9/9/2021	50.60
97 Woodland Dr	51-4341057-3	10/4/2021	8/3/2021 - 9/1/2021	314859	10/13/2021	48.50
97 Woodland Dr	51-4341057-3	11/2/2021	9/1/2021 - 10/3/2021	315706	11/17/2021	48.65
97 Woodland Dr	51-4341057-3	12/3/2021	10/3/2021 - 11/1/2021	316441	12/10/2021	22.01
97 Woodland Dr	51-4341057-3	1/3/2022	11/1/2021 - 12/2/2021	317200	12/31/2021	56.41
						516.23
875 Oak St N	51-4341057-3	3/5/2021	12/29/20 - 3/1/2021	310501	3/11/2021	-
875 Oak St N	51-4341057-3	4/1/2021	3/1/2021 - 3/30/2021	311011	4/13/2021	179.47
875 Oak St N	51-4341057-3	5/3/2021	3/30/2021 - 4/28/2021	311540	5/12/2021	151.62
875 Oak St N	51-4341057-3	6/1/2021	4/28/2021 - 5/27/2021	312225	6/16/2021	102.33
875 Oak St N	51-4341057-3	7/2/2021	5/27/2021 - 6/28/2021	312834	7/12/2021	95.30
875 Oak St N	51-4341057-3	8/2/2021	6/28/2021 - 7/28/2021	313523	8/16/2021	144.02
875 Oak St N	51-4341057-3	8/31/2021	7/28/2021 - 8/26/2021	314182	9/9/2021	164.72
875 Oak St N	51-4341057-3	10/4/2021	8/26/2021 - 9/27/2021	314859	10/13/2021	108.64
875 Oak St N	51-4341057-3	11/2/2021	9/27/2021 - 10/26/2021	315706	11/17/2021	106.84
875 Oak St N	51-4341057-3	12/3/2021	10/26/2021 - 11/24/2021	316441	12/10/2021	62.26
875 Oak St N	51-4341057-3	2/7/2022	11/24/2021 - 12/29/2021	317827	2/11/2022	-
						1,115.20
200 15th Ave N	51-4341057-3	2/1/2021	12/1/2020 - 1/4/2021	Pcard	2/1/2021	-
200 15th Ave N	51-4341057-3	3/5/2021	1/4/2021 - 2/2/2021	310501	3/11/2021	-
200 15th Ave N	51-4341057-3	4/1/2021	2/2/2021 - 3/4/2021	311011	4/13/2021	67.97
200 15th Ave N	51-4341057-3	5/3/2021	3/4/2021 - 4/4/2021	311540	5/12/2021	68.14
200 15th Ave N	51-4341057-3	6/1/2021	4/4/2021 - 5/3/2021	312225	6/16/2021	63.16
200 15th Ave N	51-4341057-3	7/2/2021	5/3/2021 - 6/2/2021	312834	7/12/2021	36.52
200 15th Ave N	51-4341057-3	8/2/2021	6/2/2021 - 7/1/2021	313523	8/16/2021	32.43
200 15th Ave N	51-4341057-3	8/31/2021	7/1/2021 - 8/2/2021	314182	9/9/2021	33.56

Electrical Expense:

<u>Location</u>	<u>Account Number</u>	<u>Statement Date</u>	<u>Service Dates</u>	<u>COF Check Number</u>	<u>COF Paid Date</u>	<u>Amount</u>
200 15th Ave N	51-4341057-3	10/4/2021	8/2/2021 - 8/31/2021	314859	10/13/2021	31.93
200 15th Ave N	51-4341057-3	11/2/2021	8/31/2021 - 9/30/2021	315706	11/17/2021	34.51
200 15th Ave N	51-4341057-3	12/3/2021	9/30/2021 - 12/1/2021	316441	12/10/2021	61.00
200 15th Ave N	51-4341057-3	2/7/2022	12/1/2021 - 1/4/2022	317827	2/11/2022	-
						429.22
Total Electric Expense						30,029.44

Insurance Expense:

<u>Location</u>	<u>Insurance Type</u>	<u>COF Check Number</u>	<u>COF Paid Date</u>	<u>Total Costs</u>	<u>DA Share</u>	<u>Amount</u>
200 2nd St N - Pump Station	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	3,108.00	100%	3,108.00
225 4th St N - Generator	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	225.00	35%	78.75
304 4th St S - Pump Station	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	2,214.00	100%	2,214.00
304 4th St S - Generator	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	340.00	60%	204.00
97 Woodland Dr - Pump Station	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	127.00	100%	127.00
875 Oak St N - Pump Station	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	41.00	100%	41.00
200 15th Ave N - Pump Station	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	61.00	100%	61.00
Oxbow Lift -5070 County Rd 81	SFT - 7/1/2021 - 6/30/2022	312500	7/7/2021	939.00	100%	939.00
200 2nd St N - Pump Station	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	1,110.00	100%	1,110.00
304 4th St S - Pump Station	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	791.00	100%	791.00
304 4th St S - Generator	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	122.00	60%	73.20
97 Woodland Dr - Pump Station	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	45.00	100%	45.00
875 Oak St N - Pump Station	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	15.00	100%	15.00
200 15th Ave N - Pump Station	Boiler - 1/1/21-1/1/2022	PCARD	2/27/2021	22.00	100%	22.00
Total Insurance Expense						8,828.95

Yearly Cleaning and Inspection:

<u>Location</u>	<u>LS Operation</u>	<u>Yearly Inspections/</u>	<u>Diesel Fuel</u>	<u>Repairs/</u>	<u>Total Costs</u>	<u>DA Share</u>	<u>Amount</u>
	<u>Check</u>	<u>Merger Test</u>	<u>WO</u>	<u>Fiber Install</u>			
200 2nd St N - Pump Station	2,095.81	4,744.60	-	982.55	7,822.96	100%	7,822.96
225 4th St N - Generator	-	624.71	-	2,458.80	3,083.51	35%	1,079.23
304 4th St S - Pump Station	2,171.27	6,898.60	-	1,536.02	10,605.89	100%	10,605.89
304 4th St S - Generator	-	540.22	-	-	540.22	60%	324.13
1 2nd St S - Pump Station	-	752.26	-	-	752.26	100%	752.26
97 Woodland Dr - Pump Station	598.07	311.51	-	-	909.58	100%	909.58
875 Oak St N - Pump Station	598.07	418.15	-	-	1,016.22	100%	1,016.22
200 15th Ave N - Pump Station	75.46	316.80	-	-	392.26	100%	392.26
Oxbow Lift -5070 County Rd 81	-	-	-	883.26	883.26	100%	883.26
Total Cleaning & Inspection Expense						23,785.79	

Total Expense for Period 62,644.18

City of Christine - SUMMARY OF INVOICING
 Legal Services Reimbursement Requests #6 & #7

Vendor	Invoice Date	Invoice #	Invoice Amount	
Swanson & Warcup	11/30/2022	9688	\$ 247.00	
Swanson & Warcup	12/31/2022	9741	\$ 110.00	
Swanson & Warcup	1/31/2023	9800	\$ 10,082.50	
Swanson & Warcup	2/28/2023	9873	\$ 3,244.50	
Swanson & Warcup	3/31/2023	9932	\$ 1,827.50	
Total Swanson & Warcup			\$15,511.50	
Lies, Bullis & Hatting	1/24/2023	64521	\$ 120.00	
Total Lies, Bullis & Hatting			\$120.00	
Total Legal Services			\$15,631.50	



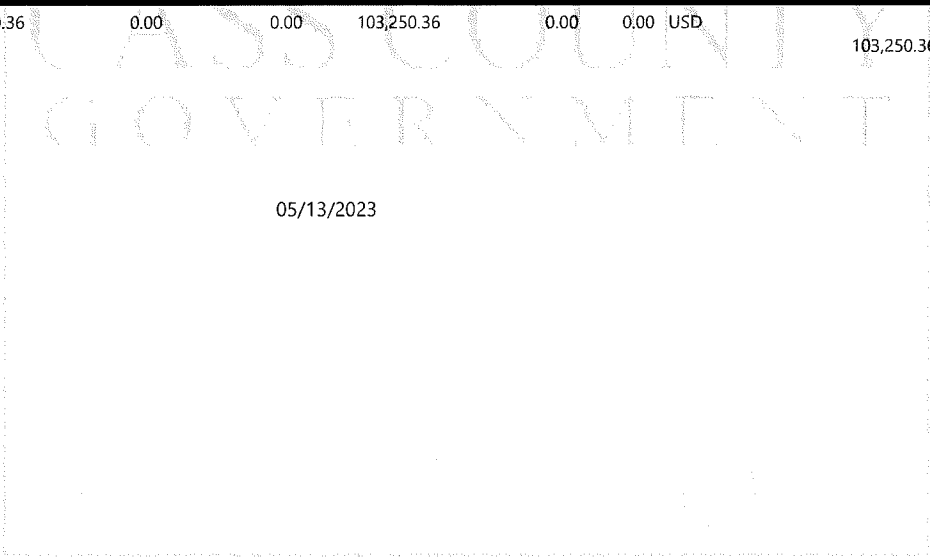
INVOICE: INV000150

Date 04/13/2023
 Invoice account 198

CITY OF FARGO
 PO BOX 2083
 FARGO, ND 58107-2083

Description	Quantity	Unit price	Amount
FM DIVERSION PAYROLL EXPENSES	1.00	99,397.05	99,397.05
FM DIVERSION MISC EXPENSES	1.00	3,853.31	3,853.31

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
103,250.36	0.00	0.00	103,250.36	0.00	0.00	USD	103,250.36



Due date 05/13/2023

Please detach and send this copy with remittance.

MAKE CHECK	Invoice: INV000150	Name: CITY OF FARGO
PAYABLE TO:		
Cass County Government	Date: 04/13/2023	Account #: 198
211 9 th Street South		
P.O Box 2806		
Fargo, ND 58108-2806	Total: 103,250.36	Due date 05/13/2023

**FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
3.31.2023**

	<u>FM Diversion Project Fund</u>	<u>Budget Fund</u>	<u>Grand Total</u>
Assets			
Cash	\$ 141,651,987	\$ 215,892	\$ 141,867,879
Cash Horace 3.01 MIT	5,059,108	-	5,059,108
Cash Held In Trust at BND			
Excess Revenue Fund	117,639	-	117,639
Temp Debt Obligation Fund	792,112	-	792,112
Authority Loan Fund	23,601	-	23,601
P3 Reserve Fund	16,129,157	-	16,129,157
SRF Loan Reserve Fund	2,283,750	-	2,283,750
Revenue Fund	(273,259)	-	(273,259)
Prepaid Expense	223,728	-	223,728
Total assets	166,007,823	215,892	166,223,715
Liabilities			
Vouchers payable	138,066	-	138,066
Retainage payable	190,765	-	190,765
Rent Deposit	19,725	-	19,725
Deferred Revenue	11,500	-	11,500
Total liabilities	360,056	-	360,056
 NET POSITION	 \$ 165,647,767	 \$ 215,892	 \$ 165,863,660

Data Through Date: Friday, March 31, 2023

Summary Of Expenses
EXP-2023-03

Wednesday, April 19, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	3/9/2023	325974	Cass County Government	\$76,833.83	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$76,833.83	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Full Time Staff / Salaries				\$153,667.66			
770-7910-429.20-01	3/9/2023	325974	Cass County Government	\$7,185.00	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$7,185.00	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Health Insurance				\$14,370.00			
770-7910-429.20-03	3/9/2023	325974	Cass County Government	\$200.00	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$200.00	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Dental Insurance				\$400.00			
770-7910-429.20-06	3/9/2023	325974	Cass County Government	\$36.50	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$36.50	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Vision Insurance				\$73.00			
770-7910-429.21-01	3/9/2023	325974	Cass County Government	\$4,637.35	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$4,637.39	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Social Security				\$9,274.74			
770-7910-429.21-02	3/9/2023	325974	Cass County Government	\$1,084.54	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$1,084.55	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Medicare				\$2,169.09			
770-7910-429.22-07	3/9/2023	325974	Cass County Government	\$9,419.82	DIVERSION PAYROLL	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$9,419.82	DIVERSION PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Pension Benefits / Retirement				\$18,839.64			
770-7910-429.33-37	3/16/2023	326198	HighRoad Partners, LLC	\$600.00	MARCH HR PARTNER FEES	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	3/2/2023	325847	CONSOLIDATED COMMUNI	\$470.00	701-150-0113/0 INTERNET	V00106	ED & STAFF-PR/ADMIN EXP
	3/9/2023	326058	Marco Technologies	\$578.60	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	3/16/2023	326219	Marco Technologies	\$1,891.52	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	3/30/2023	326512	CONSOLIDATED COMMUNI	\$470.00	ACCT 701-150-0113/0	V00106	ED & STAFF-PR/ADMIN EXP
Technical Services / Computer Services				\$3,410.12			

Summary Of Expenses
EXP-2023-03

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.43-50	3/9/2023	325974	Cass County Government	\$611.06	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Repair and Maintenance / Maintenance Service Contract				\$611.06			
770-7910-429.53-20	3/9/2023	325974	Cass County Government	\$495.44	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$430.88	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Communications / Cellular Phone Service				\$926.32			
770-7910-429.56-60	3/9/2023	325974	Cass County Government	\$446.66	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$76.44	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
In State Travel / In State Travel Expenses				\$523.10			
770-7910-429.57-60	3/9/2023	325974	Cass County Government	\$1,771.03	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$3,408.80	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Out of State Travel / Out of State Travel Exp				\$5,179.83			
770-7910-429.57-61	3/9/2023	325974	Cass County Government	\$7,749.21	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Out of State Travel / P3 Travel Exp				\$7,749.21			
770-7910-429.59-10	3/9/2023	325974	Cass County Government	\$6,250.00	2023 WATER USERS DUES	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$200.00	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Dues & Membership Instate				\$6,450.00			
770-7910-429.59-11	3/30/2023	326498	Cass County Government	\$175.00	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Dues/Membership Outstate				\$175.00			
770-7910-429.59-20	3/9/2023	325974	Cass County Government	\$800.00	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Seminar & Conf. Instate				\$800.00			
770-7910-429.61-10	3/9/2023	325974	Cass County Government	\$855.89	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	3/30/2023	326498	Cass County Government	\$445.19	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
General Supplies / Office Supplies				\$1,301.08			
770-7910-429.68-30	3/30/2023	326498	Cass County Government	\$53.23	DIVERSION MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Miscellaneous / Meeting Incidentals				\$53.23			
770 Subtotal				\$226,573.08			

Data Through Date: Friday, March 31, 2023

Summary Of Expenses
EXP-2023-03

Wednesday, April 19, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-0000-206.10-00	3/30/2023	326590	Schmidt and Sons Inc.	\$1,167.25	Pay Retainage	V03805	WP50F-STRUCTURE MITIGATIO
Retainage				\$1,167.25			
790-7910-429.33-20	3/23/2023	326345	EIDE BAILLY LLP	\$332.00	1099 PREP	V00102	General & Admin. WIK
Other Services / Accounting Services				\$332.00			
790-7910-429.33-25	3/31/2023	LT15220	OHNSTAD TWICHELL PC	\$88,215.44	12.31.22 AP-PCARD 2.14.23	V00102	General & Admin. WIK
	3/31/2023	LT15220	OHNSTAD TWICHELL PC	(\$88,215.44)	REV 12.31.22 PCARD 1.28-2	V00102	General & Admin. WIK
Other Services / Legal Services				\$0.00			
790-7910-429.34-20	3/16/2023	326232	Neon Loon Communications, LL	\$9,725.00	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	3/23/2023	326385	Michael H Klein	\$2,100.00	COMMUNICATIONS SUPPORT	V07201	COMMUNICATION CONSULTING
	3/30/2023	326493	C THREE MEDIA, LLC	\$9,635.06	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$21,460.06			
790-7910-429.34-56	3/27/2023	ES03230	City of Fargo	\$16,974.00	FISCAL AGENT FEE - 03/23	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$16,974.00			
790-7910-429.38-68	3/9/2023	326013	GA Group, PC	\$4,000.00	MARCH CONTRACT SERVICES	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	3/9/2023	325959	Ambassador, Inc.	\$925.00	MARCH OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7910-429.54-40	3/23/2023	326357	FORUM COMMUNICATIONS	\$2,750.00	ADVERTISING	V11501	MARKETING SERVICES
Advertising / Other Advertising				\$2,750.00			
790-7915-429.33-05	3/9/2023	325956	AECOM	\$16,523.50	CULTERAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	3/9/2023	326031	HOUSTON-MOORE GROUP L	\$85,820.00	DIVERSION PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$140,464.06	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$113,929.25	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
	3/28/2023	LT15220	HOUSTON-MOORE GROUP L	\$122,730.25	12.31.22 AP-03.09.23 CK	V01634	H&H MITIG. & PERMIT SUPPORT
	3/28/2023	LT15220	HOUSTON-MOORE GROUP L	(\$122,730.25)	REV 12.31.22 AP 3.9.23 CK	V01634	H&H MITIG. & PERMIT SUPPORT
Other Services / Engineering Services				\$356,736.81			

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Summary Of Expenses
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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-05	3/9/2023	326031	HOUSTON-MOORE GROUP L	\$23,464.25	DIVERSION PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$52,413.63	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$18,941.50	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
Other Services / Engineering Services				\$94,819.38			
790-7920-429.33-79	3/9/2023	325996	CH2M Hill Engineers Inc	\$484,280.81	PROGRAM MGT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	3/9/2023	325996	CH2M Hill Engineers Inc	\$528,689.68	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	3/9/2023	326075	MOORE ENGINEERING INC	\$1,486.88	REIMB MOORE ENGINNERING	V02421	OXBOW MOU-MOORE PROJ MG
	3/30/2023	326579	MOORE ENGINEERING INC	\$1,182.50	REIMB MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MG
Other Services / Construction Management				\$1,015,639.87			
790-7930-429.33-05	3/9/2023	325992	HDR Engineering, Inc.	\$37,020.40	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
	3/9/2023	325992	Prosource Technologies, Inc	\$12,747.38	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	3/9/2023	325992	SRF Consulting Group	\$33,913.63	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	3/9/2023	326031	HOUSTON-MOORE GROUP L	\$13,446.00	DIVERSION PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPORT
	3/23/2023	326305	ADVANCED ENGINEERING I	\$337,381.21	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$18,837.63	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$12,772.95	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
	3/30/2023	326505	HDR Engineering, Inc.	\$44,152.38	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
	3/30/2023	326505	Prosource Technologies, Inc	\$21,502.10	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	3/30/2023	326505	SRF Consulting Group	\$60,285.20	SRF CONSULTING GROUP	V01201	Cass Joint Water ROE
	3/30/2023	326505	ULTEIG ENGINEERS INC	\$54,484.90	ULTEIG ENGINEERS, INC	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	HDR Engineering, Inc.	(\$37,020.40)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	HDR Engineering, Inc.	\$37,020.40	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Prosource Technologies, Inc	(\$12,747.38)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Prosource Technologies, Inc	\$12,747.38	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	SRF Consulting Group	\$33,913.63	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	SRF Consulting Group	(\$33,913.63)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$646,543.78			

Summary Of Expenses
EXP-2023-03

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-25	3/9/2023	325992	Larkin Hoffman Attorneys	\$26,364.90	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	3/9/2023	325992	OHNSTAD TWICHELL PC	\$514.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	3/9/2023	325992	OHNSTAD TWICHELL PC	\$174,152.38	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/30/2023	326505	Larkin Hoffman Attorneys	\$17,478.10	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	3/30/2023	326505	OHNSTAD TWICHELL PC	\$167,255.49	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/30/2023	326505	OHNSTAD TWICHELL PC	\$180.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	3/28/2023	LT15220	Larkin Hoffman Attorneys	\$26,364.90	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Larkin Hoffman Attorneys	(\$26,364.90)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	OHNSTAD TWICHELL PC	(\$174,152.38)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	OHNSTAD TWICHELL PC	\$514.00	12.31.22 AP-03.09.23 CK	V01203	Cass Joint Water OHB
	3/28/2023	LT15220	OHNSTAD TWICHELL PC	\$174,152.38	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	OHNSTAD TWICHELL PC	(\$514.00)	REV 12.31.22 AP 3.9.23 CK	V01203	Cass Joint Water OHB
Other Services / Legal Services				\$385,944.87			
790-7930-429.33-32	3/9/2023	325992	CROWN APPRAISALS	\$2,400.00	CROWN APPAISALS INC	V01201	Cass Joint Water ROE
	3/9/2023	325992	CROWN APPRAISALS	\$36,000.00	CROWN APPRAISALS INC	V01201	Cass Joint Water ROE
	3/30/2023	326505	CROWN APPRAISALS	\$6,000.00	CROWN APPRAISALS, INC.	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	CROWN APPRAISALS	\$38,400.00	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	CROWN APPRAISALS	(\$38,400.00)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$44,400.00			
790-7930-429.33-79	3/9/2023	325996	CH2M Hill Engineers Inc	\$26,502.56	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$26,502.56			

Data Through Date: Friday, March 31, 2023

Summary Of Expenses
EXP-2023-03

Wednesday, April 19, 2023

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.34-65	3/9/2023	325992	0099 - BRIAN & DEANNA DIR	\$1,000.00	DEANNA DIRKS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0315 - OTOS, LEE C LE	\$500.00	LEE & JANICE OTOS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0596 - VERNON & SHIRLEY	\$333.33	JONI BONHAM	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0596 - VERNON & SHIRLEY	\$333.34	JON WILLIAMS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0596 - VERNON & SHIRLEY	\$333.33	DUANE WILLIAMS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0604 - NEAL S HOLLAND	\$250.00	VERNON HOLLAND	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0604 - NEAL S HOLLAND	\$250.00	EARL HOLLAND	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$62.50	JONATHON HOLLAND	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$62.50	KELLY STILLER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$62.50	LEEANN RUDE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$125.00	MARK DUDGEON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$125.00	RICHARD HOLLAND	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	0606 - NEAL S HOLLAND	\$62.50	WENDY OLSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	5259 - GRETA & SEAN J EVE	\$1,000.00	GRETA & SEAN EVENSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	7219 - DCR INC	\$1,750.00	DCR INC	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	9090 - LANDSTROM, NEIL &	\$1,000.00	STEPHANIE LANDSTROM	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	9106 - OTOS, LEE C LE	\$500.00	LEE & JANICE OTOS	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	0887 - NANCY & REX BYRD	\$1,000.00	REX BYRD	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0099 - BRIAN & DEANNA DIR	(\$1,000.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0099 - BRIAN & DEANNA DIR	\$1,000.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0315 - OTOS, LEE C LE	\$500.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0315 - OTOS, LEE C LE	(\$500.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0596 - VERNON & SHIRLEY	\$1,000.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0596 - VERNON & SHIRLEY	(\$1,000.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0604 - NEAL S HOLLAND	\$500.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0604 - NEAL S HOLLAND	(\$500.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0606 - NEAL S HOLLAND	\$500.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0606 - NEAL S HOLLAND	(\$500.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	5259 - GRETA & SEAN J EVE	\$1,000.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	5259 - GRETA & SEAN J EVE	(\$1,000.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	7219 - DCR INC	(\$1,750.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.34-65	3/28/2023	LT15220	7219 - DCR INC	\$1,750.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9090 - LANDSTROM, NEIL &	\$1,000.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9090 - LANDSTROM, NEIL &	(\$1,000.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9106 - OTOS, LEE C LE	\$500.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9106 - OTOS, LEE C LE	(\$500.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Technical Services / Right of Entry Requests				\$8,750.00			
790-7930-429.38-99	3/30/2023	326505	Title Company	\$200.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$200.00			
790-7930-429.42-20	3/9/2023	325992	Building & Grounds Managemen	\$385.00	BUILDINGS & GROUNDS MANAG	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	Building & Grounds Managemen	(\$385.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	Building & Grounds Managemen	\$385.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Cleaning Services / Snow Clearing				\$385.00			
790-7930-429.52-10	3/9/2023	325992	DAWSON INSURANCE AGEN	\$399.00	MARSH MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	DAWSON INSURANCE AGEN	(\$399.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	DAWSON INSURANCE AGEN	\$399.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$399.00			
790-7930-429.52-70	3/16/2023	326296	Watts and Associates, Inc.	\$3,375.37	CROP INS PRODUCT DEVEL	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$3,375.37			
790-7930-429.54-10	3/9/2023	325992	FORUM COMMUNICATIONS	\$2,990.40	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	FORUM COMMUNICATIONS	\$2,990.40	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	FORUM COMMUNICATIONS	(\$2,990.40)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
Advertising / Legal Publications				\$2,990.40			
790-7930-429.61-50	3/9/2023	325992	CASS COUNTY JOINT WATE	\$170.52	CASS COUNTY JOINT WATER	V01201	Cass Joint Water ROE
	3/30/2023	326505	CASS COUNTY JOINT WATE	\$34.90	UPS	V01201	Cass Joint Water ROE
	3/30/2023	326505	CASS COUNTY JOINT WATE	\$93.60	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	CASS COUNTY JOINT WATE	\$170.52	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	CASS COUNTY JOINT WATE	(\$170.52)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
General Supplies / Postage				\$299.02			

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790-7930-429.62-51	3/9/2023	325992	Cass County Electric Cooperativ	\$554.55	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	Cass County Electric Cooperativ	\$273.22	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	Cass County Electric Cooperativ	\$554.55	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	Cass County Electric Cooperativ	(\$554.55)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$827.77			
790-7930-429.62-52	3/30/2023	326505	Dakota Plains AG	\$507.00	CHS DAKOTA PLAINS AG	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Propane				\$507.00			
790-7930-429.67-11	3/9/2023	325992	1992 - HAHN	\$5,095.06	GREG & ROSE JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	1992 - HAHN	\$990.00	STOW AWAY SELF STORAGE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	8385 - ERIC J SCORE	\$3,312.90	ERIC SCORE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	9383 - HOLCK	\$7,208.58	JEREMY HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1101 - WALTER E RASMUSS	\$1,266.39	W RASMUSSEN & J STONE	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1129 - JOSEPH W MERZ	\$190.00	JOSEPH MERZ	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1899 - LONGTINE	\$118.07	KERRI & MATTHEW LONGTINE	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1992 - HAHN	(\$6,085.06)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1992 - HAHN	\$6,085.06	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	8385 - ERIC J SCORE	\$3,312.90	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	8385 - ERIC J SCORE	(\$3,312.90)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9383 - HOLCK	(\$7,208.58)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	9383 - HOLCK	\$7,208.58	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$18,181.00			

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790-7930-429.67-12	3/9/2023	325992	1899 - LONGTINE	\$40,000.00	MATT'S FLOOR COVERING	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	0220 - ANDERSON 2	\$15,699.80	PRAIRIE STORAGE	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	0220 - ANDERSON 2	\$6,033.05	PRAIRIE SCALE SYSTEMS INC	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	0818 - RICHARD 1	\$891.00	DAKOTA HILLS ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1899 - LONGTINE	\$74,323.83	LONGTINE QUARTER HORSES	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1939 - BRAKKE 3	\$891.00	DAKOTA HILLS ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	2016 - NIPSTAD 3	\$891.00	DAKOTA HILLS ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	8385 - ERIC J SCORE	\$12,313.86	SCORE BROS CONSTRUCTION	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1899 - LONGTINE	\$40,000.00	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1899 - LONGTINE	(\$40,000.00)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$151,043.54			
790-7930-429.68-10	3/9/2023	325992	Joseph & Jolene Sauvageau	\$37,748.25	JOE SAUVAGEAU	V01201	Cass Joint Water ROE
	3/9/2023	325992	Orlen Valan	\$3,918.75	ORLEN VALAN	V01201	Cass Joint Water ROE
	3/30/2023	326505	CASS COUNTY JOINT WATE	\$6.00	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Joseph & Jolene Sauvageau	(\$37,748.25)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Joseph & Jolene Sauvageau	\$37,748.25	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Orlen Valan	\$3,918.75	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	Orlen Valan	(\$3,918.75)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
Miscellaneous / Miscellaneous				\$41,673.00			

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790-7930-429.71-30	3/9/2023	325992	0716N - NANCY LOBERG	\$352,386.91	ESTATE OF NANCY LOBERG	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	1127 - GORDON & ELIZABET	\$138.29	GORDON & ELIZABETH BAKER	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	0718N - CASS COUNTY JOIN	\$15,170.78	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	5004N - DAVID GERMANSON	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	5009N - DAVID GERMANSON	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	5012N - DAVID GERMANSON	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	5055N - CASS COUNTY JOIN	\$644,628.26	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	9054N - CASS COUNTY JOIN	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	9055N - DAVID GERMANSON	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	9056N - DAVID GERMANSON	\$644,628.29	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/15/2023	ES03230	BNSF RAILWAY CO	\$1,207,000.00	RECORD BNSF PROPERTY	V01701	ND LAND PURCH-OUT OF TOWN
	3/22/2023	ES03230	CHS Inc.	\$3,039,153.37	RECORD DIVERSION WIRE	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0716N - NANCY LOBERG	(\$352,386.91)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	0716N - NANCY LOBERG	\$352,386.91	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1127 - GORDON & ELIZABET	\$138.29	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	1127 - GORDON & ELIZABET	(\$138.29)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$9,126,247.35			
790-7930-429.71-31	3/30/2023	326505	0847 - CLEMEDTSON 1	\$590,154.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1347 - NELSON, DONALD C	\$20,545.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1450 - PEDERSON 1	\$3,435.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1581 - NELSON, DONALD C	\$20,545.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1588 - NELSON, DONALD C	\$18,166.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1923 - CLEMEDTSON 2	\$192,219.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1925 - CLEMEDTSON 2	\$192,219.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	1994X - ARTHUR MATHISON	\$590,154.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	2006 - MATHISON 5	\$106,115.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	2011 - NIPSTAD 2	\$350,185.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	2021 - GROFF	\$1,394.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	3/30/2023	326505	8922 - FERCHO	\$1,250,185.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$3,335,318.00			

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790-7930-429.73-20	3/23/2023	326430	Schmidt and Sons Inc.	\$72,000.00	REMOVALS, MOBILIZATION	V03806	WP-50G PROP STRUCT MITIG
	3/30/2023	326590	Schmidt and Sons Inc.	\$0.00	REMOVALS	V03805	WP50F-STRUCTURE MITIGATIO
Infrastructure / Site Improvements				\$72,000.00			

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790-7930-429.80-17	3/9/2023	325992	CASS COUNTY TREASURER	\$712.33	MARY ANN TINTES	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$177.57	PRAIRIE SCALE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$187.15	PAUL JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$12.34	NORTHERN IMP	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,128.94	MIKEAL FOSSE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$116.37	MCINNES	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,518.32	MCDOUGALL	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$762.97	MARY K ADAMS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,990.18	MARVEL	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,665.53	MARTIN JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$122.42	LIBBRECHT, GLEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$637.96	LIBBRECHT	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,409.35	LEO DUBORD	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,115.84	PROVONOST	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$3.43	LEHR	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,266.60	SKUNES	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$528.50	LEMKE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$52.69	HOLMAN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$9.17	ZITZOW	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$618.89	WESTERN TRUST	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1.06	VEEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$480.11	UELAND	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$4,178.94	THUNBERG	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$827.64	THUE LIVING TRUST	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,032.10	THUE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$602.37	SCHREINER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$7.39	SYLTE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$497.61	RABANUS	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$11,784.15	SEWER PROJECT	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$93.76	LARSON, JON & JULIE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,849.43	SCHMITZ & BRENNAN	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.80-17	3/9/2023	325992	CASS COUNTY TREASURER	\$4,154.10	SAVAGEAU, GENE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,144.25	SAVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$95.44	RUNCK	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,031.38	RHEAULT, GLENN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$32.74	TERRY SAVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$76.87	BRODSHAUG	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,357.34	FLATEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$526.05	HURLEY	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$17.63	FETCH	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$149.22	ED & MARILYN WILSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$114.84	DIEKRAGER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$554.15	DAVID DELANEY	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$76.26	KYLLO	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$375.82	BRUNELLE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$482.43	FLESBERG, BRIAN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$517.61	BRINK	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$6,294.00	BRAKKEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$450.06	BEYER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$382.20	BEATON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$481.16	BAUMGARTEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2.28	BAKER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1.15	BACKER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,145.95	COSSETTE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,306.34	HIATT	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,049.97	KVALVOG	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,337.82	JDC BABES ADDITIION LLC	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$958.04	JDC BABES	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$9.87	IDEAL AG	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$397.90	HOLMEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$716.37	FITTERER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,600.16	HOGLUND	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.80-17	3/9/2023	325992	CASS COUNTY TREASURER	\$3.45	FOSSE	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$3,708.97	HEIDEN FAMILY	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$724.86	HEIDEN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$1,190.37	HECOCK	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,312.01	GRAHAM	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$280.53	GORDER	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$2,301.22	GERMANSON	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$4.07	FREEMAN	V01701	ND LAND PURCH-OUT OF TOWN
	3/9/2023	325992	CASS COUNTY TREASURER	\$163.26	FOUR B FARMS	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	CASS COUNTY TREASURER	\$77,919.25	12.31.22 AP-03.09.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
	3/28/2023	LT15220	CASS COUNTY TREASURER	(\$77,919.25)	REV 12.31.22 AP 3.9.23 CK	V01701	ND LAND PURCH-OUT OF TOWN
Debt Service / Property Tax - FMDA				\$77,919.25			
790-7931-429.33-05	3/2/2023	325844	Prosource Technologies, Inc	\$10,485.00	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	3/2/2023	325844	SRF Consulting Group	\$20,275.21	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
	3/9/2023	325997	Prosource Technologies, Inc	\$9,305.42	PROSOUCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	3/9/2023	325997	SRF Consulting Group	\$10,567.05	SRF CONSULTING	V06201	MCCJPA - MN ROE
	3/30/2023	326509	Prosource Technologies, Inc	\$11,068.13	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	3/30/2023	326509	SRF Consulting Group	\$8,679.93	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Prosource Technologies, Inc	\$10,485.00	12.31.22 AP-03.02.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Prosource Technologies, Inc	(\$10,485.00)	REV 12.31.22 AP 3.2.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	SRF Consulting Group	\$20,275.21	12.31.22 AP-03.02.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	SRF Consulting Group	(\$20,275.21)	REV 12.31.22 AP 3.2.23 CK	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$70,380.74			

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790-7931-429.33-25	3/2/2023	325844	Minnesota Office of Administrati	\$196.00	STATE OF MINNESOTA	V06201	MCCJPA - MN ROE
	3/2/2023	325844	OHNSTAD TWICHELL PC	\$90,091.37	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
	3/30/2023	326509	Minnesota Office of Administrati	\$24.50	STATE OF MINNESOTA	V06201	MCCJPA - MN ROE
	3/30/2023	326509	OHNSTAD TWICHELL PC	\$25,591.50	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Minnesota Office of Administrati	\$196.00	12.31.22 AP-03.02.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Minnesota Office of Administrati	(\$196.00)	REV 12.31.22 AP 3.2.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	OHNSTAD TWICHELL PC	(\$90,091.37)	REV 12.31.22 AP 3.2.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	OHNSTAD TWICHELL PC	\$90,091.37	12.31.22 AP-03.02.23 CK	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$115,903.37			
790-7931-429.34-65	3/9/2023	325997	9321 - DROMSTED	\$1,000.00	DROMSTED LLC	V02301	MN LAND PURCHASES
	3/30/2023	326509	1838 - ENGLISH	\$1,000.00	THOMAS J ENGLIST RLT	V02301	MN LAND PURCHASES
Technical Services / Right of Entry Requests				\$2,000.00			
790-7931-429.38-99	3/9/2023	325997	Building & Grounds Managemen	\$1,700.00	BULIDING & GROUNDS MANAGE	V02301	MN LAND PURCHASES
Other Services / Other Services				\$1,700.00			
790-7931-429.54-10	3/2/2023	325844	Clay County Union	\$49.50	CLAY COUNTY UNION	V06201	MCCJPA - MN ROE
	3/30/2023	326509	BARNESVILLE RECORD-RE	\$48.00	BARNESVILLE RECORD REVIEW	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Clay County Union	\$49.50	12.31.22 AP-03.02.23 CK	V06201	MCCJPA - MN ROE
	3/8/2023	LT15220	Clay County Union	(\$49.50)	REV 12.31.22 AP 3.2.23 CK	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$97.50			
790-7931-429.62-51	3/2/2023	325844	LAKE REGION ELECTRIC CO	\$5.28	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	3/2/2023	325844	RED RIVER VALLEY COOPE	\$70.93	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	3/9/2023	325997	RED RIVER VALLEY COOPE	\$53.94	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	3/9/2023	325997	RED RIVER VALLEY COOPE	\$51.94	RED RIVER VALLY COOP	V02301	MN LAND PURCHASES
	3/30/2023	326509	RED RIVER VALLEY COOPE	\$51.94	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	LAKE REGION ELECTRIC CO	\$5.28	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	LAKE REGION ELECTRIC CO	(\$5.28)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	RED RIVER VALLEY COOPE	\$70.93	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	RED RIVER VALLEY COOPE	(\$70.93)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
Energy / Electricity				\$234.03			

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790-7931-429.67-11	3/30/2023	326509	1793 - LIVDAHL 1	\$1,365.82	MOEN PORTABLES & SEPTIC	V02301	MN LAND PURCHASES
Relocation / Residential Buildings				\$1,365.82			
790-7931-429.71-30	3/2/2023	325844	1840N - MOORHEAD CLAY C	\$1,065,312.45	THE TITLE CO	V02301	MN LAND PURCHASES
	3/9/2023	325997	1630N - MOORHEAD CLAY C	\$153,937.37	THE TITLE CO	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	1840N - MOORHEAD CLAY C	\$1,065,312.45	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	1840N - MOORHEAD CLAY C	(\$1,065,312.45)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
Land / Land Purchases				\$1,219,249.82			

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790-7931-429.71-31	3/2/2023	325844	5167 - DUERR/BRADLEY C	\$4,563.33	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5168 - DUERR/BRADLEY C	\$4,563.33	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5172 - DUERR/BRADLEY C	\$4,563.34	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5176 - BLILIE/SHARON K/TR	\$1,358.25	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5178 - BLILIE/SHARON K/TR	\$1,358.25	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5180 - BLILIE/SHARON K/TR	\$1,358.25	THE TITLE CO	V02301	MN LAND PURCHASES
	3/2/2023	325844	5181 - BLILIE/SHARON K/TR	\$1,358.25	THE TITLE CO	V02301	MN LAND PURCHASES
	3/9/2023	325997	1320 - HANSON/HOWARD G/J	\$3,528.00	THE TITLE CO	V02301	MN LAND PURCHASES
	3/30/2023	326509	1313 - BURRER/MARGARET/	\$35,273.00	THE TITLE CO	V02301	MN LAND PURCHASES
	3/30/2023	326509	5207 - BYARS/MICHAEL D &	\$2,108.00	THE TITLE CO	V02301	MN LAND PURCHASES
	3/30/2023	326509	5210 - BYARS/MICHAEL D &	\$2,108.00	THE TITLE CO	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5167 - DUERR/BRADLEY C	(\$4,563.33)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5167 - DUERR/BRADLEY C	\$4,563.33	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5168 - DUERR/BRADLEY C	(\$4,563.33)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5168 - DUERR/BRADLEY C	\$4,563.33	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5172 - DUERR/BRADLEY C	\$4,563.34	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5172 - DUERR/BRADLEY C	(\$4,563.34)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5176 - BLILIE/SHARON K/TR	(\$1,358.25)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5176 - BLILIE/SHARON K/TR	\$1,358.25	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5178 - BLILIE/SHARON K/TR	\$1,358.25	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5178 - BLILIE/SHARON K/TR	(\$1,358.25)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5180 - BLILIE/SHARON K/TR	\$1,358.25	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5180 - BLILIE/SHARON K/TR	(\$1,358.25)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5181 - BLILIE/SHARON K/TR	\$1,358.25	12.31.22 AP-03.02.23 CK	V02301	MN LAND PURCHASES
	3/8/2023	LT15220	5181 - BLILIE/SHARON K/TR	(\$1,358.25)	REV 12.31.22 AP 3.2.23 CK	V02301	MN LAND PURCHASES
Land / Easements				\$62,140.00			
790-7931-429.73-20	3/23/2023	326430	Schmidt and Sons Inc.	\$55,000.00	REMOVALS, MOBILIZATION	V03806	WP-50G PROP STRUCT MITIG
	3/30/2023	326590	Schmidt and Sons Inc.	\$12,000.00	REMOVALS	V03805	WP50F-STRUCTURE MITIGATIO
Infrastructure / Site Improvements				\$67,000.00			

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790-7940-429.33-06	3/9/2023	325966	BRAUN INTERTEC CORP	\$1,880.64	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
Other Services / Quality Testing				\$1,880.64			
790-7950-429.33-05	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$9,804.75	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$9,804.75			
790-7950-429.33-06	3/9/2023	325966	BRAUN INTERTEC CORP	\$49,181.75	MATERIALS TESTING	V00406	TASK ORDER #4
	3/9/2023	325966	BRAUN INTERTEC CORP	\$79.50	MATERIALS TESTING	V00404	TESTING - NUSTAR PIPELINE
	3/9/2023	325966	BRAUN INTERTEC CORP	\$297.50	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERVICE
Other Services / Quality Testing				\$49,558.75			
790-7950-429.41-05	3/9/2023	325993	Cass Rural Water	\$29.70	JAN BILLING	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$29.70			
790-7950-429.73-70	3/9/2023	325972	Cass County Electric Cooperativ	\$231,610.20	AID TO CONSTRUCTION	V04705	DRAIN 27 - 3 PHASE WIRE
	3/28/2023	LT15220	Cass County Electric Cooperativ	\$231,610.20	12.31.22 AP-03.09.23 CK	V04705	DRAIN 27 - 3 PHASE WIRE
	3/28/2023	LT15220	Cass County Electric Cooperativ	(\$231,610.20)	REV 12.31.22 AP 3.9.23 CK	V04705	DRAIN 27 - 3 PHASE WIRE
Infrastructure / Utilities				\$231,610.20			
790-7952-429.33-05	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$5,691.70	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$5,691.70			
790-7955-429.33-05	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$311.25	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$311.25			
790-7980-429.38-99	3/21/2023	ES15220	City of Fargo	\$38,462.43	2021 & 2022 LIFT STATION	V02822	O & M - LIFTS #18 & #23
Other Services / Other Services				\$38,462.43			
790-7980-429.52-10	3/21/2023	ES15220	North Dakota Insurance Departm	\$15,533.85	2021 & 2022 LIFT STATION	V02822	O & M - LIFTS #18 & #23
Insurance / Property Insurance				\$15,533.85			
790-7980-429.62-51	3/21/2023	ES15220	XCEL ENERGY-FARGO	\$84,069.34	2021 & 2022 LIFT STATION	V02822	O & M - LIFTS #18 & #23
Energy / Electricity				\$84,069.34			

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790-7990-429.33-05	3/9/2023	325992	MOORE ENGINEERING INC	\$507.50	MOORE ENGINEERING, INC	V01201	Cass Joint Water ROE
	3/23/2023	326321	BNSF RAILWAY CO	\$3,312.93	PRELIM ENGINEERING AGREE	V11101	PRELIMINARY ENGINEERING
	3/23/2023	326371	HOUSTON-MOORE GROUP L	\$79,646.53	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	3/28/2023	LT15220	MOORE ENGINEERING INC	\$507.50	12.31.22 AP-03.09.23 CK	V01201	Cass Joint Water ROE
	3/28/2023	LT15220	MOORE ENGINEERING INC	(\$507.50)	REV 12.31.22 AP 3.9.23 CK	V01201	Cass Joint Water ROE
	3/31/2023	LT15220	BNSF RAILWAY CO	\$3,312.93	12.31.22 AP-03.23.23 CK	V11101	PRELIMINARY ENGINEERING
	3/31/2023	LT15220	BNSF RAILWAY CO	(\$3,312.93)	REV 12.31.22 AP 3.23.23	V11101	PRELIMINARY ENGINEERING
Other Services / Engineering Services				\$83,466.96			
790-7990-429.33-25	3/31/2023	LT15220	OHNSTAD TWICHELL PC	\$32,454.38	12.31.22 AP-PCARD 2.14.23	V00102	General & Admin. WIK
	3/31/2023	LT15220	OHNSTAD TWICHELL PC	(\$32,454.38)	REV 12.31.22 PCARD 1.28-2	V00102	General & Admin. WIK
Other Services / Legal Services				\$0.00			
790-7990-429.33-47	3/16/2023	326252	Program Advisor Services, LLC	\$19,061.00	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$19,061.00			
790-7990-429.34-57	3/27/2023	7179	BANK OF NORTH DAKOTA	\$16,974.00	BND TRUSTEE FEE - 03/2023	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$16,974.00			
790-7998-555.90-81	3/27/2023	ES03230	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-MAR	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$17,554,837.13			

Total Amount Invoiced this period:	\$17,781,410.21	
	\$1,167.25	Less Paid Retainage
	\$17,780,242.96	Total Less Paid Retainage

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Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$307,487,209.83	\$307,487,209.83	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$152,240,026.12	\$102,283,733.16	\$49,956,292.96	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$92,225,504.39	\$65,841,082.64	\$26,384,421.75	Engineering Services
INDUSTRIAL BUILDERS INC	\$61,085,255.03	\$61,049,501.69	\$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	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
OHNSTAD TWICHELL PC	\$18,830,404.61	\$18,830,404.61	\$0.00	Legal Services
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$14,452,673.31	\$9,866,557.21	\$4,586,116.10	Lands Management and Public Outreach
KEY CONTRACTING INC	\$14,436,924.72	\$14,436,924.72	\$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	\$7,225,049.07	\$7,219,410.32	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$6,505,144.04	\$5,765,868.63	\$739,275.41	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$5,953,366.44	\$2,456,359.67	\$3,497,006.77	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	\$5,003,678.20	\$373,321.80	P3 Financial Advisory Services
CASS RURAL WATER	\$5,262,701.12	\$5,235,374.12	\$27,327.00	Utilities and Utility Relocation
BRAUN INTERTEC CORP	\$4,794,846.50	\$1,154,683.90	\$3,640,162.60	Materials Testing
PROSOURCE TECHNOLOGIES, INC	\$4,198,291.71	\$3,019,243.26	\$1,179,048.45	Land Acquisition Services
HOUSTON ENGINEERING INC	\$4,190,988.64	\$4,190,988.64	\$0.00	Engineering Services

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Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
MAGELLAN PIPELINE	\$3,607,000.00	\$2,413,376.08	\$1,193,623.92	Utility Relocation
CENTURYLINK COMMUNICATIONS	\$3,598,480.71	\$3,598,480.61	\$0.10	Utility Relocation
RED RIVER VALLEY & WESTERN RAILROAD C	\$3,589,388.46	\$3,589,388.46	\$0.00	Railroad Facilities and the Rail Property
CHS INC.	\$3,049,153.37	\$3,049,153.37	\$0.00	Purchase Agreement
PLENARY AMERICAS USA LTD	\$3,000,000.00	\$3,000,000.00	\$0.00	Stipend Payment for P3 RFP
CASS COUNTY GOVERNMENT	\$2,933,252.56	\$2,933,252.56	\$0.00	Gravel on County Rd 17 Bypass
SELLIN BROS INC	\$2,814,909.59	\$2,814,909.59	\$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
CROWN APPRAISALS	\$2,386,755.00	\$1,729,530.00	\$657,225.00	Flowage Easements Valuation and Appraisal Services
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
SCHMIDT AND SONS INC.	\$2,357,975.23	\$1,763,004.36	\$594,970.87	Residential Demolition in Oxbow
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
HDR ENGINEERING, INC.	\$2,192,783.68	\$1,548,371.35	\$644,412.33	Engineering Services
HOUGH INC	\$2,088,832.83	\$2,088,832.83	\$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
PROGRAM ADVISOR SERVICES, LLC	\$2,006,282.87	\$1,537,567.70	\$468,715.17	Program Consulting Services
ACONEX (NORTH AMERICA) INC	\$1,970,927.50	\$1,507,604.59	\$463,322.91	Electronic Data Mgmt and Record Storage System
CASS COUNTY ELECTRIC COOPERATIVE	\$1,858,674.38	\$1,472,540.28	\$386,134.10	Electrical Services
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
ULTEIG ENGINEERS INC	\$1,744,157.63	\$1,370,917.69	\$373,239.94	Land Acquisition Services
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
BNSF RAILWAY CO	\$1,597,425.00	\$1,548,261.72	\$49,163.28	Permits for In-Town Levee Projects
CASS COUNTY TREASURER	\$1,342,345.81	\$1,342,345.81	\$0.00	Property Taxes
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$216,442.50	\$1,116,397.50	Water Level Discharge Collection & Stage Gage Installation
AECOM	\$1,283,995.14	\$800,308.62	\$483,686.52	Cultural Resources Investigations
XCEL ENERGY-FARGO	\$1,250,919.49	\$1,204,319.49	\$46,600.00	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments

Data Through Date: Friday, March 31, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOURCE DI	\$1,186,043.05	\$1,186,043.05	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CONSOLIDATED COMMUNICATIONS	\$1,075,957.97	\$1,075,957.97	\$0.00	Utility Relocation
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
MINNKOTA POWER COOPERATIVE	\$976,706.39	\$235,110.14	\$741,596.25	Utility Relocation
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
MASTER CONSTRUCTION CO INC	\$739,364.30	\$739,364.30	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
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	\$686,572.23	\$686,572.23	\$0.00	Legal Services
PATCHIN MESSNER VALUATION COUNSELORS	\$662,575.00	\$413,933.75	\$248,641.25	Property Appraisal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
LARKIN HOFFMAN ATTORNEYS	\$626,653.47	\$626,653.47	\$0.00	Legal Services
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
RED RIVER VALLEY COOPERATIVE ASSOC	\$546,930.73	\$336,930.73	\$210,000.00	Electricity - Home Buyouts
LINNCO, INC.	\$534,003.11	\$534,003.11	\$0.00	House Demo and Removal
MIDCONTINENT COMMUNICATIONS	\$527,490.41	\$527,490.41	\$0.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
RED RIVER VALLEY ALLIANCE LLC	\$500,000.00	\$500,000.00	\$0.00	P3 Developer payments
HOFFMAN & MCNAMARA CO.	\$491,334.67	\$491,334.67	\$0.00	General Landscaping and Planting (WP-42G)
BUFFALO-RED RIVER WATERSHED DISTRICT	\$472,516.99	\$472,516.99	\$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	\$437,065.00	\$188,730.00	\$248,335.00	Communications Support
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

Data Through Date: Friday, March 31, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
BANK OF NORTH DAKOTA	\$367,607.04	\$367,607.04	\$0.00	Legal review fees
NDSU BUSINESS OFFICE-BOX 6050	\$356,145.00	\$356,145.00	\$0.00	Ag Risk Study Services
WATTS AND ASSOCIATES, INC.	\$350,000.00	\$280,373.28	\$69,626.72	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
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
C THREE MEDIA, LLC	\$294,510.00	\$193,389.79	\$101,120.21	Videography Services
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
FORUM COMMUNICATIONS	\$237,305.67	\$232,305.67	\$5,000.00	Advertising 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. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
PLEASANT TOWNSHIP	\$208,207.85	\$208,207.85	\$0.00	Building Permit Application
CC STEEL, LLC	\$202,385.35	\$202,385.35	\$0.00	Lift Station Improvements
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	\$198,596.18	\$198,596.18	\$0.00	Property Insurance - Home Buyouts

Data Through Date: Friday, March 31, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
MICHAEL H KLEIN	\$189,965.25	\$73,671.10	\$116,294.15	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
MAPLETON, CITY OF	\$179,605.00	\$87,870.22	\$91,734.78	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	\$120,229.32	\$36,000.00	Government Relations
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
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
EIDE BAILLY LLP	\$131,643.25	\$81,643.25	\$50,000.00	Audit Services
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
AFFINITEXT INC	\$118,630.00	\$68,168.13	\$50,461.87	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
TINJUM APPRAISAL COMPANY, INC.	\$108,050.00	\$92,900.00	\$15,150.00	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

132 Vendors

Report Totals: \$1,019,209,523.93 \$920,017,702.99 \$99,191,820.94

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, March 31, 2023

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
BIOGEO	426	214	131	81%	81	\$1,095,981
BIOGEO	296	213	2	73%	81	\$324,296
HC	130	1	129	100%	0	\$771,685
CHANNEL	693	443	217	95%	33	\$100,694,081
ENV	1	0	0	0%	1	\$0
HC	226	9	217	100%	0	\$3,559,111
LAP01	132	120	0	91%	12	\$7,940,780
LAP02	94	89	0	95%	5	\$13,312,316
LAP03	83	68	0	82%	15	\$24,739,371
LEGACY	156	156	0	100%	0	\$51,141,254
SheyMit	1	1	0	100%	0	\$1,250
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	373	280	34	84%	59	\$60,348,333
DRAIN 27	37	33	0	89%	4	\$16,058,362
HC	35	1	34	100%	0	\$124,206
LEGACY	67	67	0	100%	0	\$10,032,900
SE_I29	10	9	0	90%	1	\$3,887,958
SE-1	41	38	0	93%	3	\$6,234,652
SE-2A	13	13	0	100%	0	\$3,369,529
SE-2B	53	40	0	75%	13	\$7,805,218
SE-3	7	6	0	86%	1	\$25,000
SE-4	39	20	0	51%	19	\$3,550,089
SE-5	15	0	0	0%	15	\$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	37	37	0	100%	0	\$6,305,062
Sheyenne Mitigatio	3	0	0	0%	3	\$1,750
SheyMit	3	0	0	0%	3	\$1,750

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, March 31, 2023

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP36	2	0	0	0%	2	\$2,750
WRDAM	2	0	0	0%	2	\$2,750
WP38	1,016	200	356	55%	460	\$50,251,208
BIOGEO	2	2	0	100%	0	\$4,500
HC	357	1	356	100%	0	\$1,283,123
LEGACY	2	2	0	100%	0	\$750
UMA	565	195	0	35%	370	\$48,962,835
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

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, March 31, 2023

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP43	265	119	146	100%	0	\$79,792,670
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	\$1,927,138
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
Totals	2,992	1,312	905	74%	775	\$330,085,757

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of March 31, 2023**

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		263,956,882.86	-	5,109,571.44	(5,691,149.21)	133,000,582.49
Land Purchases		133,519,697.89	-	2,563,701.41	(3,109,816.81)	133,000,582.49
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)

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of March 31, 2023**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
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				
Government Lot 7 and Part of Government Lots 3&4, Section 31, Township 137 North, Range 48 West of the Fifth Principle Meridian, Cass County ND	2/2/2023	1,144,004.05				
Auditor's Lot One, a part of the Southeast Quarter of Section Twenty-four, in Township One Hundred Thirty-nine North of Range Fifty West of the Fifth Principal Meridian, situated in the County of Cass and the State of North Dakota.	3/30/2023	15,170.78				
The SE1/4 of Section 17, Township 137, Range 48, Clay County, Minnesota, LESS highway right-of-way.	3/9/2023	153,937.37				
		<u>328,722,656.97</u>	-	39,880,699.23	(6,068,857.08)	<u>362,534,499.12</u>
				Property Management Expense		4,851,574.15
					Grand Total	<u>\$ 367,386,073.27</u>

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of March 31, 2023**

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	\$ 323,023.74	\$ 323,023.74
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 491,334.67	\$ 491,334.67
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>\$ 174,994,104.92</u>	<u>\$ 173,776,665.41</u>

Legacy Bond Fund Balance Report
As of 03/31/2023

Total Authorized \$ 435,500,000.00

Current Allocation \$ 219,000,000.00

Available funds remaining \$ 142,272,461.04

Funds Requested				
	2021	2022	2023	Total
January	\$ -	\$ 2,942,906.60	\$ 9,981,188.76	\$ 12,924,095.36
February	\$ -	\$ 4,564,036.17	\$ 8,921,227.42	\$ 13,485,263.59
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	\$ -	\$ 2,663,992.40		\$ 2,663,992.40
August	\$ 5,059,974.19	\$ 13,491,974.29		\$ 18,551,948.48
September	\$ 2,970,327.95	\$ 8,406,666.33		\$ 11,376,994.28
October	\$ 6,089,707.34	\$ 4,618,116.80		\$ 10,707,824.14
November	\$ 6,415,461.09	\$ 11,768,061.46		\$ 18,183,522.55
December	\$ 6,854,966.95	\$ 17,496,559.97		\$ 24,351,526.92
Total	\$ 27,390,437.51	\$ 78,601,722.88	\$ 18,902,416.18	\$ 124,894,576.57

Funds Received				
May 2022	\$ 27,390,437.51	\$ -		\$ 27,390,437.51
Jul 2022		\$ 12,809,842.12		\$ 12,809,842.12
Sep 2022		\$ 7,346,509.51		\$ 7,346,509.51
Dec 2022	\$ -	\$ 29,180,749.82		\$ 29,180,749.82
Jan 2023			\$ 29,264,621.43	\$ 29,264,621.43
	\$ -	\$ -		\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 29,264,621.43	\$ 105,992,160.39

State Revolving Fund (SRF) Status Report
As of 03/31/2023

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	3,397,685.57
Available Balance Remaining	\$	48,236,314.43

Funds Requested			
Draw Request Number	Period Covered	Amount	Date Submitted
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	19-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	17-Jan-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	03-Apr-23
Total		\$ 5,936,984.08	

Funds Received			
Draw Request Number	Period Covered	Amount	Date Received
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	23-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	10-Feb-23
Total		\$ 3,397,685.57	



METRO
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Diversion Authority Finance Committee Meeting

April 26, 2023

Financial Report

Joel Paulsen - Executive Director

Annual Revenue Status



Revenue Sources	2023 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$38,000	\$2,822	\$2,822
Cass County Sales Tax	\$20,000	\$1,482	\$1,482
State of ND - Legacy Bond Fund Draws	\$140,705	\$0	\$0
State of ND - SRF	\$15,000	\$0	\$0
Financing Proceeds	\$1,200	\$0	\$425
Reimbursements		\$0	\$0
Sales of Assets		\$0	\$0
Property Income	\$110	\$6	\$11
Miscellaneous	\$11,535	\$0	\$468
MIT Inter-Fund Transfers		\$116	\$350
Total Revenue Sources	\$226,550	\$4,427	\$5,559



Overall Status – Level 1 Summary

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2023 Budget	FY 2023 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$48.2	\$48.2	\$9,770,911	\$1,928,940	\$7,841,971
SOUTHERN EMBANKMENT & ASSOC. INFRASTRUCTURE	\$0.0	\$0.0	\$0.0	\$0	\$0	\$0
MILESTONE PAYMENTS TO THE DEVELOPER	\$865.8	\$0.0	\$865.8	\$21,375,225	\$0	\$21,375,225
OTHER MITIGATION / CONSTRUCTION	\$54.7	\$35.7	\$19.0	\$1,842,000	\$498,633	\$1,343,367
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$151.7	\$61.6	\$22,006,000	\$4,929,376	\$17,076,624
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$381.8	\$189.9	\$84,381,770	\$17,875,182	\$66,506,588
ENGINEERING & DESIGN FEES	\$263.9	\$150.6	\$113.3	\$26,559,600	\$4,745,313	\$21,814,287
DA CONSTRUCTION CONTINGENCY	\$163.9	\$0.5	\$163.4	\$695,113	\$500,000	\$195,113
3RD PARTY MOU MITIGATION	\$139.5	\$57.1	\$82.4	\$55,102,124	\$8,614,359	\$46,487,765
CONTINGENCY	\$0.0	\$0.0	\$0.0	\$0	\$0	\$0
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$44.8	\$30.9	\$6,300,000	\$0	\$6,300,000
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.3	\$14.6	\$100,000	\$138,155	(\$38,155)
DEBT TRANSFERS TOTAL	\$330.3	\$0.0	\$180.0	\$864,000	\$0	\$864,000
Report Totals	\$2,892.0	\$923.8	\$1,817.9	\$228,996,743	\$39,229,958	\$189,766,785



Overall Status – Level 2 Detail

Data Through Date: Friday, March 31, 2023

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$48.16	\$48.24	\$9,770,911	\$1,928,940	\$7,841,971
Management, Legal, Financial, Procurement P3	\$96.40	\$48.16	\$48.24	\$9,770,911	\$1,928,940	\$7,841,971
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$21,375,225	\$0	\$21,375,225
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$21,375,225	\$0	\$21,375,225
Other Mitigation / Construction	\$54.67	\$35.66	\$19.01	\$1,842,000	\$498,633	\$1,343,367
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$46.20	\$28.47	\$17.73	\$932,000	\$0	\$932,000
WP-50 Phase II Demo	\$3.30	\$2.65	\$0.65	\$910,000	\$498,633	\$411,367
ND / MN River Stage 37' Projects	\$213.30	\$151.68	\$61.62	\$22,006,000	\$4,929,376	\$17,076,624
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$6,000	\$4,150	\$1,850
Fargo- River Stage 37' Projects	\$107.30	\$61.20	\$46.10	\$22,000,000	\$4,925,226	\$17,074,774
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$381.82	\$189.88	\$84,381,770	\$17,875,182	\$66,506,588
Management, Legal, Financial, Procurement Lands	\$87.20	\$43.16	\$44.04	\$7,241,570	\$4,598,185	\$2,643,385
Diversion Channel & Assoc. Infrastructure	\$140.00	\$100.70	\$39.30	\$10,000,000	(\$298,709)	\$10,298,709
Southern Embankment & Assoc. Infrastructure	\$57.50	\$39.09	\$18.41	\$19,325,000	\$6,871,630	\$12,453,370
Mitigation & Assoc. Infrastructure (OHB)	\$108.20	\$108.17	\$0.03	\$100,000	\$2,356,866	(\$2,256,866)
WP-38 Upstream Staging	\$139.80	\$52.67	\$87.13	\$47,715,200	\$4,347,210	\$43,367,990
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0



Overall Status – Level 2 Detail

Data Through Date: Friday, March 31, 2023

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$52.75	\$45.75	\$10,692,400	\$1,641,483	\$9,050,917
Management, Legal, Financial, Procurement NCC	\$37.47	\$14.87	\$22.60	\$8,506,550	\$1,467,982	\$7,038,568
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.49	\$2.65	\$400,000	\$108,578	\$291,422
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.18	\$2.67	\$85,850	\$0	\$85,850
Certification	\$2.05	\$0.00	\$2.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$9.92	\$13.44	\$1,700,000	\$64,923	\$1,635,078
Prog. Management/Legal/Financial/Procurement	\$165.43	\$97.85	\$67.58	\$15,867,200	\$3,103,830	\$12,763,370
Program Management Costs	\$103.23	\$60.96	\$42.27	\$8,274,200	\$1,651,046	\$6,623,154
Diversion Authority Operations	\$11.47	\$2.99	\$8.48	\$1,395,000	\$456,610	\$938,390
Program Financial Services	\$6.52	\$3.29	\$3.23	\$300,000	\$3,585	\$296,415
DA Legal Services	\$20.35	\$17.39	\$2.96	\$1,500,000	\$203,141	\$1,296,859
CCJWRD Legal Services	\$16.86	\$8.80	\$8.06	\$3,750,000	\$569,021	\$3,180,979
Outreach Costs	\$7.00	\$4.42	\$2.58	\$648,000	\$220,427	\$427,573
DA Construction Contingency	\$163.90	\$0.50	\$163.40	\$695,113	\$500,000	\$195,113
System Wide and P3 Comp Events Contingency	\$95.90	\$0.50	\$95.40	\$695,113	\$500,000	\$195,113
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$15.50	\$0.00	\$15.50	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$13.10	\$0.00	\$13.10	\$0	\$0	\$0
Land Acquisition Contingency	\$37.40	\$0.00	\$37.40	\$0	\$0	\$0

Overall Status – Level 2 Detail



Data Through Date: Friday, March 31, 2023

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$139.50	\$57.11	\$82.39	\$55,102,124	\$8,614,359	\$46,487,765
Management, Legal, Financial, Procurement P3	\$35.10	\$13.43	\$21.67	\$22,155,500	\$3,859,627	\$18,295,873
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Richland/Wilkin County JPA (During Construction)	\$36.00	\$35.37	\$0.63	\$0	\$0	\$0
WP-46 SEAI / UMA Utility Relos	\$14.03	\$7.33	\$6.70	\$13,861,320	\$4,628,231	\$9,233,089
WP-47 Contracted Utility Relocations	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-52 Township & City MOU Agreements	\$54.37	\$0.98	\$53.39	\$19,085,304	\$126,501	\$18,958,803
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$44.83	\$30.87	\$6,300,000	\$0	\$6,300,000
Net Current Interest / Financing Fees Paid	\$75.70	\$44.83	\$30.87	\$6,300,000	\$0	\$6,300,000
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRF Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRF Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.32	\$14.58	\$100,000	\$138,155	(\$38,155)
DA O&M (pre-SC)	\$14.90	\$0.32	\$14.58	\$100,000	\$138,155	(\$38,155)
Debt Transfers Total	\$330.30	\$0.00	\$180.00	\$864,000	\$0	\$864,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$0.00	\$180.00	\$864,000	\$0	\$864,000
Report Totals	\$2,892.00	\$923.83	\$1,817.87	\$228,996,743	\$39,229,958	\$189,766,785

Diversion Authority Operations – Budget Summary



Expense Category	FY2023 Budget	Cost to Date	Remaining Budget
Salary	\$996,408	\$230,501	\$765,907
Benefits	\$283,744	\$67,690	\$216,054
Office	\$53,600	\$21,061	\$32,539
Other	\$60,800	\$25,292	\$35,508
Totals *	\$1,394,552	\$344,544	\$1,050,008

* Includes pending costs



Diversion Authority Finance Committee Meeting

April 26, 2023

Budget Change Requests
Joel Paulsen



Budget Change Request

ACONEX Document Control No. SWMLFC-CH2-FA-RFC-00001	Originator: D. Brown
Budget Change No. 011	Date: 28-Mar-2023
Title: City of Fargo O&M costs for 2021 and 2022	
Project: FM-Diversion	

The purpose of this form is for budget management by requesting approval to transfer program contingency budget to the current fiscal year; or make budget transfers within the fiscal year budget; or both.

Request Description:

Allocate an additional \$60,000 of program budget to the FY2023 annual O&M budget (\$100,000) for a total of \$160,000 to pay operations and maintenance costs the City of Fargo has incurred during 2021 and 2022:

2021 O&M = \$62,644.18
 2022 O&M = \$79,134.89
Total O&M = \$141,779.07

Request Justification:

The City of Fargo incurred operations and maintenance costs for lift stations in operation in 2021 and 2022. These costs were not submitted for reimbursement due to an oversight within the City's process.

The overall FY2023 budget will increase from \$228,996,743 to \$229,056,743; a net increase of \$60,000.

General Impacts:			Additional Information:																								
Authority Board Approval Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Types <input type="checkbox"/> LS <input type="checkbox"/> TM <input type="checkbox"/> MOU <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> N/A	Request Type <input type="checkbox"/> Project Initialization <input checked="" type="checkbox"/> Project Change <input type="checkbox"/> Contingency Release																									
Change Impacts To: Scope/Technical <input type="checkbox"/> Direction <input type="checkbox"/> Schedule <input type="checkbox"/> Budget <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/>																											
<u>Budget Request Summary</u>			<u>Budget Request and Status</u>																								
Budget Increase:	Added Scope: \$0	Over Runs: \$0	<table border="1"> <thead> <tr> <th></th> <th>Cost Account</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Current Authorization (SOURCE)</td> <td>OM-0000</td> <td>100,000</td> </tr> <tr> <td>OM-2021</td> <td>0.00</td> </tr> <tr> <td>OM-2022</td> <td>0.00</td> </tr> <tr> <td rowspan="2">Current Request (Net Change)</td> <td>OM-2021</td> <td>30,000</td> </tr> <tr> <td>OM-2022</td> <td>30,000</td> </tr> <tr> <td rowspan="4">Budget after Change</td> <td>OM-0000</td> <td>100,000</td> </tr> <tr> <td>OM-2021</td> <td>30,000</td> </tr> <tr> <td>OM-2022</td> <td>30,000</td> </tr> <tr> <td>Total</td> <td>160,000</td> </tr> </tbody> </table>		Cost Account	Amount	Current Authorization (SOURCE)	OM-0000	100,000	OM-2021	0.00	OM-2022	0.00	Current Request (Net Change)	OM-2021	30,000	OM-2022	30,000	Budget after Change	OM-0000	100,000	OM-2021	30,000	OM-2022	30,000	Total	160,000
	Cost Account	Amount																									
Current Authorization (SOURCE)	OM-0000	100,000																									
	OM-2021	0.00																									
	OM-2022	0.00																									
Current Request (Net Change)	OM-2021	30,000																									
	OM-2022	30,000																									
Budget after Change	OM-0000	100,000																									
	OM-2021	30,000																									
	OM-2022	30,000																									
	Total	160,000																									
Budget Decrease:	Deferred Scope \$0	Deleted Scope \$0																									
Internal Transfers:	From: Program Cost Account OM-2021 \$30,000 To: FY2023 Cost Account OM-2021 \$30,000 From: Program Cost Account OM-2022 \$30,000 To: FY2023 Cost Account OM-2022 \$30,000																										

Authorization Level	Approval / Concurrence	NOTE: Approval will be documented via ACONEX Workflow		
5	Client – Joel Paulsen			
4	Program Manager			
3	Project Controls			
2	Contracts Manager			
1	Originator			



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Diversion Authority Finance Committee Meeting

APRIL 26, 2023

Contracting Actions

Joel Paulsen, Executive Director

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
Master Services Agreement – Consulting Services – Renew Master Services Agreement to perform cultural resource investigations. Extend period of performance to April 30, 2026.	AECOM	\$0.00



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 MSA 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):

AECOM Technical Services, Inc Master Services Agreement 2023 Consulting Services – Cultural Resources Support	\$0.00
<ul style="list-style-type: none"> • New MSA and extend period of performance to April 30, 2026 	

3. Reason why it is required

AECOM current MSA expired on March 15, 2023. Cultural resource investigations are a critical and required step in the process of delivering projects. AECOM will provide cultural resource investigations for the Fargo Area Diversion Project. The new AECOM MSA will cover three (3) years, from May 1, 2023, to April 30, 2026.

4. Background and discussion:

In accordance with Paragraph 6 of the Master Agreement for Professional Services between the Metro Flood Diversion Authority (“Owner”) and AECOM Technical Services, Inc (“Consultant”) dated May 1, 2023 (“Agreement”), Owner and Consultant agree to above services.

See the table below for a summary of this task order’s contracting history.

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



604 PMC SCA - EDCR

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
AECOM MSA 2023	0.00	0.00	05/01/2023	04/30/2026	Budget is given to specific Task Orders that fall under this MSA with AECOM.

5. Financial considerations:

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

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
AECOM MSA 2023	N/A	0.00	0.00	0.00	0.00	Budget is given to specific Task Orders and cost account codes that fall under this MSA with AECOM.
Total		0.00	0.00	0.00	0.00	

6. Attachments:

- Master Services Agreement for Professional Services 2023-2026

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

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: Martin Nicholson, Deputy Executive Director

Date: 4/18/2023

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



Diversion Authority Finance Committee Meeting

APRIL 26, 2023

MOU and Agreement Actions for Consideration
John Shockley



MFDA MOUs & Agreements (Action)

MOU Parties	Project	MOU or Agreement Cost and Summary
BRRWD Lower Otter Tail River Restoration Project & MFDA Funding Agreement	MDNR Permit Condition No. 27	This agreement applies to the MDNR’s Dam Safety & Public Waters Work Permit (Permit Number 2018-0819) authorizing construction of the Comprehensive FM Area Diversion Project. Specifically, Permit Condition 27 pertains to environmental mitigation that must be completed by the MFDA and in part discusses the responsibilities to provide partial funding of the Lower Otter Tail River Restoration Project (LOTRRP). The Authority is required under this agreement to remit \$8.28 Million to the BRRWD for the LOTRRP. This cost was included both within the program budget and approved as part of the 2023 Cash Budget.
Raymond Township & MFDA MOU	SWDCAI	The MOU addresses design, construction, operating and maintenance, future changes or additions, etc. in respect to any impacts that the Fargo-Moorhead Metropolitan Area Flood Risk Management Project will have on township roadways. Design, construction, and maintenance costs will be covered by the Developer through the Project Agreement. Reimbursement includes the following: Construction costs and expenses up to \$3,000 annually from the effective date until project substantial completion; Post-construction costs and expenses up to \$1,500 annually after project substantial completion; a lost tax revenue payment of \$4,360 (this will be divided into ten equal payments and paid out annually over ten years); and a \$30,000 payment for fire protection funds.

**FUNDING AGREEMENT
(MNDNR Permit No. 2018-0819 Permit Condition No. 27)**

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
BUFFALO-RED RIVER WATERSHED DISTRICT**

Dated as of _____, 2023

Relating to:

**A Funding Agreement defining the roles and responsibilities of the Parties relating to the
Lower Otter Tail River Restoration Project.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

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FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement (the “Diversion Authority”), and the Buffalo-Red River Watershed District, a Minnesota watershed district in the Red River Basin (“BRRWD”).

WHEREAS, the Diversion Authority is undertaking the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, known as the Comprehensive Project; and

WHEREAS, on December 27, 2018, and on March 19, 2021, the Minnesota Department of Natural Resources (“MNDNR”) issued and updated, respectively, a Dam Safety & Public Waters Work Permit, Permit Number 2018-0819 (the “MNDNR Permit”), authorizing the construction of the Comprehensive Project subject to conditions set forth in the Permit; and

WHEREAS, Permit Condition No. 27 pertains to environmental mitigation that must be completed by the Diversion Authority and, in part, discusses the responsibilities of the Diversion Authority to provide partial funding of the Lower Otter Tail River Restoration Project (the “Restoration Project”); and

WHEREAS, the Restoration Project falls within the jurisdiction of BRRWD; and

WHEREAS, the Diversion Authority and BRRWD now desire to enter into this Funding Agreement to set forth their responsibilities in regard to the Restoration Project to satisfy the requirements of Permit Condition No. 27.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

“**Agreement**” means this Funding Agreement and any amendments thereto.

“**Applicable Law**” means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses,

certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any entity, the articles of incorporation, bylaws, or other organizational or governing documents of such entity, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Diversion Authority, BRRWD, or the Restoration Project.

“**BRRWD**” means the Buffalo-Red River Watershed District, a Minnesota watershed district in the Red River Basin.

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

“**Comprehensive Project**” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Second Supplemental 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, also known as Plan B.

“**Diversion Authority**” means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.

“**Effective Date**” means the date set forth in the opening paragraph of this Agreement.

“**Escrow Fund**” means an escrow fund established by the Diversion Authority, at the location identified on Exhibit E, into which it will deposit the Funding Amount.

“**Funding Amount**” means \$8.28 million, calculated by the MNDNR as set forth in Exhibit C.

“**Joint Powers Agreement**” means the Joint Powers Agreement dated as of June 1, 2016, by and between the Member Entities, as amended from time to time, which created and continued the Diversion Authority.

“**Member Entities**” means Cass County, North Dakota; Clay County, Minnesota; Fargo, North Dakota; Moorhead, Minnesota; and the Cass County Joint Water Resource District.

“**MNDNR**” means the Minnesota Department of Natural Resources.

“**Party**” means either the Diversion Authority or BRRWD, depending on the context, and its respective successors and assigns.

“**Permit**” means Dam Safety & Public Waters Work Permit, Permit Number 2018-0819, issued by the MNDNR on December 27, 2018, and updated on March 19, 2021. A copy of the Permit is attached hereto as Exhibit A.

“**Permit Condition No. 27**” means permit condition number 27 of the Permit, which provides in applicable part:

Within five (5) years of permit issuance, the Permittee shall have a legally binding commitment to fund a portion of the restoration work on the Lower Otter Tail River and construction shall have commenced within this same five-year period. The Permittee shall fund the Lower Otter Tail River Restoration Project to a dollar amount that would ensure replacement of all ecological resource values and functions of the public waters impacted by the [Comprehensive] Project. Ecological resource values will be calculated by the [MN]DNR using Habitat or Resource Equivalency Analysis. If the Lower Otter Tail River Restoration Project does not proceed, a similar project shall be funded as an alternative mitigation for the impacted public waters of the Red River and Wolverton Creek. The alternative restoration shall be selected by the [MN]DNR in consultation with the USACE. Both the Drayton Dam project and the Lower Otter Tail River project will require permits from the [MN]DNR. These required mitigation projects shall be completed one year prior to completion of construction of the [Comprehensive] Project.

“Permit Deadline” means five (5) years from the date of the issuance of the updated Permit or March 19, 2026.

“Permittee” means the Diversion Authority.

“Restoration Project” means the Lower Otter Tail River Restoration Project as generally described in Exhibit B.

“State” means State of Minnesota.

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

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the correspondence masculine, feminine, and neuter forms.

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

ARTICLE II. RESTORATION PROJECT FUNDING

Section 2.01 FUNDING AMOUNT. Pursuant to the terms of Permit Condition No. 27, the Diversion Authority is required to remit funds to BRRWD to use for the Restoration Project. In accordance with the calculation set forth on Exhibit C, MNDNR has calculated that the Diversion Authority is responsible for \$8.28 million of the total cost for the Restoration Project (the “Funding Amount”).

Section 2.02 ESCROW FUND AND PAYMENT. On the Effective Date, the Diversion Authority shall establish the Escrow Fund and provide notice thereof to BRRWD. Within three (3) Business Days of the Effective Date, the Diversion Authority shall deposit the Funding Amount, in full, into the Escrow Fund to satisfy the funding portion of Permit Condition No. 27. BRRWD will have the ability to withdraw funds from the Escrow Fund as needed for the Restoration Project, with notice of withdrawal of the funds provided to the Diversion Authority and MNDNR. Funds may be withdrawn for eligible work completed after the effective date of the Permit. The Diversion Authority will have no responsibility to make any additional deposits into the Escrow Fund or to make payments to BRRWD for the Restoration Project, even in the event of cost overruns. Additionally, should BRRWD make future changes to the Restoration Project, the Diversion Authority is not responsible for contributing any additional funds to finance such changes. BRRWD will be entitled to keep any interest or income generated from the Escrow Fund for Restoration Project use or any other BRRWD purposes. The interest or income will remain the property of BRRWD, regardless of whether any portion of the funds are ultimately reimbursed to the Authority.

Section 2.03 RESTORATION PROJECT FUND. BRRWD will deposit the funds received from the Diversion Authority into a fund designated for the Restoration Project and will utilize such funds only to pay costs and expenses which under accepted accounting practices constitute capital costs necessarily incurred in the construction of the Restoration Project, including but not limited to structures, equipment, property, and the cost of all engineering, legal, and other professional services incidental thereto.

Section 2.04 BRRWD RECEIPT AND ACKNOWLEDGMENT. Following the receipt of the Funding Amount, BRRWD will execute the Receipt and Acknowledgment attached hereto. The Diversion Authority will submit a copy of this Agreement and the executed Receipt and Acknowledgment to the MNDNR.

Section 2.05 REPAYMENT. In addition to the funding portion of Permit Condition No. 27, Permit Condition No. 27 also contains timing requirements for the commencement and completion of construction of the Restoration Project. BRRWD, as set forth in the following Article, is the party responsible for designing and constructing the Restoration Project. BRRWD agrees and acknowledges that it must abide by the timing requirements set forth in Permit Condition No. 27, and the Diversion Authority is remitting the Funding Amount in anticipation that BRRWD will do so. In the event BRRWD fails to meet either the timing requirement for commencement or the timing requirement for completion of the Restoration Project with or without good cause, the Parties will seek an extension of time from the MNDNR regarding the Permit timing requirements in which to commence or complete the Project. If BRRWD fails to

commence or complete the Project without good cause, it must repay the unused portion of the Funding Amount to the Diversion Authority within thirty (30) calendar days of the missed deadline. Good cause for delay includes, but is not limited to, any conditions identified in Section 6.05.

ARTICLE III. RESTORATION PROJECT CONSTRUCTION

Section 3.01 RESPONSIBILITY. BRRWD shall be responsible for all aspects of the design and construction of the Restoration Project and is responsible for securing any necessary permits, including any permits from MNDNR, for such work. The Diversion Authority's only responsibility for the Restoration Project is limited to providing the Funding Amount.

Section 3.02 TIMING FOR COMPLETION. BRRWD shall have completed enough work on the Restoration Project to have expended at least the Funding Amount in full on the types of costs and expenses described in Section 2.03 by one (1) year prior to the completion of construction of the Comprehensive Project, which is estimated to occur on or before October 1, 2027. The Diversion Authority will provide notice to BRRWD at least every six (6) months regarding the progress of the Comprehensive Project and any change to the estimated completion date.

Section 3.03 NOTICES OF COMMENCEMENT AND COMPLETION. BRRWD shall provide written notices to the Diversion Authority of (i) the commencement of construction of the Restoration Project and (ii) the completion of work on the Restoration Project as described in the preceding section. The Diversion Authority will submit such notices to MNDNR to evidence satisfaction of the requirements set forth in Permit Condition No. 27.

Section 3.04 WAIVER OF CLAIMS. BRRWD hereby waives any and all claims against the Diversion Authority relating to the Restoration Project, except the contractual obligations hereunder. BRRWD acknowledges that the Diversion Authority's association with the Restoration Project is limited solely to funding of the Funding Amount and BRRWD is responsible for the entire remainder of the Restoration Project. Further, BRRWD shall require all of its contractors on the Restoration Project to waive any and all claims against the Diversion Authority relating to the Restoration Project, except with regard to contractual obligations hereunder.

Section 3.05 INDEMNIFICATION. BRRWD shall require all of its contractors on the Restoration Project to indemnify, save, and hold the Diversion Authority, its Member Entities, directors, officers, employees, and agents harmless from any liability, loss, damage, or expense, including legal fees, arising out of their negligent performance of obligations under this Agreement or by anyone for whom they are in law responsible.

Section 3.06 ALTERNATIVE PROJECT. As of the Effective Date, the Parties intend for BRRWD to proceed with the Restoration Project. In the event the Restoration Project does not proceed, the Parties will negotiate in good faith to agree upon a similar project as alternative mitigation for the impacted public waters of the Red River of the North and Wolverton Creek as a result of the Comprehensive Project. The Parties will coordinate with MNDNR and USACE on such alternative project and receive a recalculation of funds the Diversion Authority must contribute. BRRWD will refund any amount of the Funding Amount that is in excess of the

required contribution for such alternative project. BRRWD agrees and acknowledges that it is still responsible for meeting the timing requirements for commencement and completion of construction of an alternative project as set forth in Permit Condition No. 27.

**ARTICLE IV.
TERM**

Section 4.01 TERM. This Agreement will continue in full force and effect until the earlier of: (i) the Diversion Authority receives the Notice of Completion from BRRWD as set forth in Section 3.03 for completion of the Restoration Project or (ii) the Agreement is terminated in accordance with the following section.

Section 4.02 TERMINATION. The Diversion Authority, following consultation with MNDNR, may terminate this Agreement following the repayment of any portion of the Funding Amount to the Diversion Authority pursuant to the terms of Section 2.05 as a result of BRRWD failing to meet a timing deadline without a good faith basis for the delay.

**ARTICLE V.
DISPUTE RESOLUTION**

Section 5.01 PROCEDURE. The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties or under other situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.

(a) Mediation. If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a single mediator, or if that cannot be agreed upon, shall each contribute three (3) names to a list of mediators and select a mediator by alternately striking names until one (1) remains. The Authority shall strike the first name, followed by BRRWD, until one (1) name remains. The Parties will equally split any fees of the mediator.

(b) Litigation. If the dispute is not resolved within thirty (30) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

(c) Legal Fees. Each Party will be responsible for its own attorney's fees in connection with a dispute under this Agreement.

(d) Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING

TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

**ARTICLE VI.
MISCELLANEOUS**

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

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 Agreement 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 Agreement.

Section 6.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Agreement 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, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

Section 6.05 FORCE MAJEURE. Neither the Diversion Authority nor BRRWD will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: pandemic, supply chain disruption, extreme weather impacting the ability to perform (including but not limited to flood, tornado, fire at the site or impacting the Parties' performance), war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must promptly (and in any event within ten (10) Business Days) notify the other Party of the same. The Parties will consult with each other in good faith and use all reasonable efforts to agree on appropriate terms to mitigate the effects of the force majeure event and facilitate the continued performance of this Agreement.

Section 6.06 AUTHORIZED REPRESENTATIVES. Each of the Diversion Authority and BRRWD hereby designates the following individual as its initial authorized representative, respectively, to administer this Agreement on its respective behalf. Additionally, the MNDNR representative is as follows:

- (a) Diversion Authority Representative: Joel Paulsen, Executive Director
- (b) BRRWD Representative: Kristine Altrichter, Administrator

(c) MNDNR Representative: Katie Smith, EWR Division Director

Section 6.07 NOTICE. All notices under this Agreement will be in writing: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

(a) All notices to the Diversion Authority will be marked as regarding the Restoration Project and will be delivered to the following address or as otherwise directed by the Diversion Authority's authorized representative:

Metro Flood Diversion Authority
Attention: Executive Director
4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104
paulsenj@fmdiversion.gov

(b) All notices to BRRWD will be marked as regarding the Restoration Project and will be delivered to the following address or as otherwise directed by BRRWD's authorized representative:

Buffalo-Red River Watershed District
Attention: Administrator
1303 4th Avenue Northeast
Barnesville, Minnesota 56514
KAltrichter@BRRWD.org

(c) All notices to MNDNR will be marked as regarding the Restoration Project and will be delivered to the following address or as otherwise directed by MNDNR's authorized representative:

Minnesota Department of Natural Resources
Attention: EWR Division Director
500 Lafayette Road
St. Paul, Minnesota 55155-4032
katie.smith@state.mn.us

(c) 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, 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 Agreement shall be interpreted and construed in accordance with and be governed by the laws of the State of North Dakota. This section, however, is to be interpreted to only apply to this Agreement itself, and the Parties do not intend that North

Dakota law shall apply to interpretations of Federal or Minnesota statutes, regulations, or permit conditions. Issues that are not governed by this section include, but are not limited to, the construction and application of state and local permitting standards in Minnesota, constitutional and statutory requirements in Minnesota with regard to eminent domain, and Federal FEMA and USACE requirements and regulations. Except as specifically identified in this paragraph, BRRWD's design, construction, contracting with consultants and contractors, financing, and permitting will be governed by Minnesota law, as is the case for all BRRWD projects.

Section 6.09 CONFLICT. In the event of conflict between this Agreement and any other agreement relating to funding for the Restoration Project, this Agreement shall control and govern.

Section 6.10 ELECTRONIC SIGNATURES. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

Section 6.11 BINDING EFFECT. Except as otherwise specifically set forth herein, this Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by, any third party.

Section 6.12 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree that they have not been influenced by any representations or statements made by any other parties.

Section 6.13 REPRESENTATION OF AUTHORITY. Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.14 MNDNR. Both Parties agree that MNDNR is not a party to the Agreement, is not obligated or bound by the Agreement, and that any actions or inactions by MNDNR cannot be presumed.

IN WITNESS WHEREOF, the Diversion Authority and BRRWD caused this Agreement 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 Agreement on the ____ day of _____, 2023.

**METRO FLOOD DIVERSION
AUTHORITY**

By: _____
Dr. Timothy J. Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the Buffalo-Red River Watershed District

The governing body of the Buffalo-Red River Watershed District approved this Agreement on the ___ day of _____, 2023.

BUFFALO-RED RIVER WATERSHED DISTRICT

By: _____
Peter Fjestad, President

ATTEST:

Catherine Affield, Vice President

**EXHIBIT A –
COPY OF PERMIT**

(See the following pages.)

**EXHIBIT B –
RESTORATION PROJECT DETAILS**

(See the following pages.)

EXHIBIT C

MNDNR FUNDING CALCULATION

MNDNR used the Stream Quantification Tool (SQT) for calculation of impacts associated with the loss of one (1) river meander – riffle to riffle measuring 6,459 feet. The Red River Ecological Condition Score was determined to be 0.8 and a severity tier of 5. Impacts were calculated as a total debit of -5,167.2 functional feet. The Lower Otter Tail River was assumed to have an average lift of 0.25 functional feet per linear foot. MNDNR calculated 20,669 linear feet of stream restoration are required to mitigate the loss of habitat on the Red River of the North. Restoration costs were calculated using \$400 per lineal foot of river restoration, totaling \$8.28 million required funding to offset impacts of the Red River Structure of the Comprehensive Project.

EXHIBIT D

BRRWD RECEIPT AND ACKNOWLEDGMENT

In accordance with Permit Condition Number 27 of the Dam Safety & Public Waters Work Permit, Permit Number 2018-0819, for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”), the Buffalo-Red River Watershed District (“BRRWD”) hereby acknowledges that on _____, 2023, the Metro Flood Diversion Authority (the “Diversion Authority”) deposited \$8.28 million (the “Funding Amount”) into an escrow fund (the “Escrow Fund”) upon which BRRWD will draw funds for the construction of the Lower Otter Tail River Restoration Project (the “Restoration Project”). In addition to acknowledging the receipt of the Funding Amount, BRRWD acknowledges the following:

1. BRRWD is the entity with jurisdiction over the Restoration Project and is responsible for designing and constructing the same. BRRWD will secure a permit from the Minnesota Department of Natural Resources (“MNDNR”) for the Restoration Project.

2. BRRWD is aware of the deadline to commence construction on the Restoration Project by March 19, 2026, and fully intends on commencing construction prior to that date. BRRWD will provide written notice to the Diversion Authority of the commencement of construction.

3. Upon a draw of funds from the Escrow Fund, BRRWD will notify both the Diversion Authority and MNDNR.

Dated: _____, 2023

**BUFFALO-RED RIVER WATERSHED
DISTRICT**

Peter Fjestad, President

EXHIBIT E
ESCROW FUND LOCATION

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY

AND

RAYMOND TOWNSHIP, NORTH DAKOTA

Dated as of _____, 2023

Relating to:

A Memorandum of Understanding outlining the respective roles and responsibilities of the Parties in regard to the impacts resulting from construction of the Storm Water Diversion Channel and Associated Infrastructure of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is made and entered into this _____ day of _____, 2023, by and between the METRO FLOOD DIVERSION AUTHORITY (the “Authority”) and RAYMOND TOWNSHIP, NORTH DAKOTA (the “Township”).

NOW, THEREFORE, in consideration of the faithful performance of each Party of the mutual covenants and agreements herein set forth, it is mutually agreed as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

“**Compensation Event**” means as defined in the Project Agreement.

“**Comprehensive Project**” means the project commonly known as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, which includes the SWDCAI.

“**Design Documents**” means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details, and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records, and submittals necessary for, or related to, the design of the SWDCAI.

“**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.

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

“**Force Majeure Flood Event**” means (i) until Project Substantial Completion, an officially declared federal flood disaster occurring in the Fargo-Moorhead metropolitan area; and (ii) on or after Project Substantial Completion, more than 45,000 cfs is permitted to flow through the Diversion Inlet Structure.

“**Indemnified Party**” means a party identified by the Project Agreement as such.

“**Insurance Policies**” means the insurance policies the Authority is required to carry or ensure are carried by the Developer.

“Intellectual Property” means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States or any part of the world together with all or any goodwill relating or attached thereto which is created, brought in existence, acquired, used, or intended to be used by the Authority for the purposes of carrying out the Work or otherwise for the purposes of this MOU.

“Losses” means any loss, damage, injury, liability, obligation, costs, response cost, expense, fee, charge, judgment, penalty, or fine. Losses include injury to or death of Persons, damage or loss of property, and harm or damage to natural resources.

“MAI” means mitigation and associated infrastructure.

“Material Change or Modification” means a change or modification affecting the operation or performance of a New Gravel Roadway.

“Milestone One Limits” means the portion of the SWDCAI from the new Drain 14 inlet structure (including the Drain 14 inlet facilities) to the Red River, including the SWDCAI outlet (i.e., between the Indicative Design Station 0+00 and approximately 920+00 as shown on Exhibit A attached hereto).

“New Gravel Road” means a gravel road or field access that will be opened and constructed to provide access to a Parcel Without Access.

“Parcel Without Access” means a parcel of land that, as a result of the construction of the SWDCAI, will be left without an access point or whose access will be severed, excluding property that can be accessed by adjoining parcels with a matching owner.

“Party” means the Authority or the Township, as the context may require, and their respective legal representatives, successors, and permitted assigns, and wherever a reference in this MOU is made to any Parties hereto, **“Parties”** means the Authority and the Township, collectively, and their 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 Agreement” means the contract to design, build, finance, operate, and maintain the SWDCAI that the Authority entered with the Developer.

“Project Data” means

- (a) Design Documents; and
- (b) Any other information, documents, or data required or brought into existence or used in relation to the Work or this MOU;

in each case, that is used by or on behalf of the Authority in connection with the provision of the Work or the performance of the Authority's obligations under this MOU.

"Project Limits" means the approximate right-of-way for the SWDCAI, as currently projected in Exhibit A.

"Project Substantial Completion" means the completion of all substantial completion conditions as outlined in the Project Agreement for the substantial completion of the SWDCAI.

"Released for Construction Documents" means all drawings, specifications, revisions thereto, and any other items necessary to construct the work, signed and sealed by the Engineer of Record.

"Relief Event" means as defined in the Project Agreement.

"Routine Maintenance" means re-striping, snow plowing, and ice and snow control (e.g., application of salts, chlorides, or sand).

"SEAI" means the southern embankment and associated infrastructure portion of the Comprehensive Project, to be procured by USACE.

"Storm Water Diversion Channel and Associated Infrastructure" or "SWDCAI" means the approximately thirty (30) mile, 20,000 cubic feet per second (cfs) during a 100-year event 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.

"Substantial Completion" means a New Gravel Road is functional to its intended use.

"Third Party Claims" means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations or administrative proceedings brought by a Person that is not an Indemnified Party, including the Township, with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines, or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.

"Traffic Mitigation Route" means existing roads that may be used as detour routes during construction of the SWDCAI.

ARTICLE II. INTENT

Section 2.01 INTENT. The Authority, in conjunction with the United States Army Corps of Engineers ("USACE"), is designing, constructing, operating, and maintaining the Comprehensive Project. One element of the Comprehensive Project is the SWDCAI, which the Authority intends to deliver through a public-private partnership with a Developer. The Authority intends to transfer the majority of the obligations set forth in this MOU to the

Developer through the entrance of the Project Agreement. If an obligation is not transferred to the Developer, the Authority will undertake such obligation itself or assign the same to a third party. References to the Authority throughout this MOU include references to other entities engaged by the Authority, including the Developer, to complete such work. Regardless of whether the Authority assigns any of the work described in this MOU, it will remain liable for the obligations assigned by this MOU.

Section 2.02 DEVELOPER AND AUTHORITY CONTACT. Following the selection of the Developer, an Authority appointed and Developer selected contact within the agency and prime contractor (“Point of Contact”) will be assigned to the Township Representative. The intended purpose of this Point of Contact is to allow the Township Representative to provide information to the Authority and the Developer regarding Township-related activities that may be occurring on property near the Project Limits that may have an impact on the Developer’s work, as well as to allow the Township Representative to inform the Authority and the Developer of conflicts or concerns the Township may have. The Authority will work with the Township to remedy any such conflicts or concerns.

ARTICLE III. SWDCAI AND OPENING

Section 3.01 DESIGN AND CONSTRUCTION. The Authority is responsible for designing and constructing the SWDCAI. Once the Authority has prepared plans and specifications for the SWDCAI, the Authority will open New Gravel Roads as set forth in this Article.

Section 3.02 NEW GRAVEL ROADS.

(a) The Authority will seek authorization to establish a New Gravel Road from 35th Street Southeast to landlocked parcel number 938.

(b) In the event the Authority’s design creates any additional Parcels Without Access, the Authority will be responsible for establishing a New Gravel Road to provide access to those parcels as well.

(c) A New Gravel Road will be constructed as a Two-Lane Township Gravel Section Road in accordance with the standards attached hereto as Exhibit B.

(d) The Authority will open New Gravel Roads through platting.

ARTICLE IV. PROPERTY INTEREST ACQUISITION

Section 4.01 ACQUISITION. The Authority will, at its sole cost and expense, obtain all easements, rights-of-way, or other interests in real property necessary for the opening of New Gravel Roads.

Section 4.02 TRANSFER OF INTEREST. For those portions of New Gravel Roads outside of the Project Limits and acquired by the Authority, the Authority will convey to the

Township, at the time set forth herein, the necessary right-of-way and/or easement interests needed to operate and maintain the New Gravel Roads. The Authority will maintain ownership of those portions of New Gravel Roads located within the Project Limits.

Section 4.03 WEED CONTROL. On property in which the Authority has obtained an interest for the development of the Comprehensive Project, the Authority will designate personnel to monitor and maintain control of weeds in accordance with all applicable noxious weed control ordinances.

Section 4.04 PLATTING. The Authority intends to plat the Project Limits. Cass County, pursuant to N.D.C.C. § 24-05-09, will declare, by resolution, those portions of Township roads, as determined by the Project Limits, that will be impacted by construction to be part of the Cass County highway system. The section line road rights-of-way that the Authority anticipates will be impacted by the construction are included in the Project Limits Map, attached as Exhibit E.

ARTICLE V. PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES

Section 5.01 SITE TESTING. The Authority will perform all preliminary engineering activities for New Gravel Roads, including: (a) technical studies and analyses; (b) geotechnical, seismic, flooding, and biological investigations; (c) right-of-way mapping, surveying, and appraisals; (d) utility subsurface investigations and mapping; (e) hazardous materials investigations; and (f) archeological, paleontological, and cultural investigations.

Section 5.02 MITIGATION. The Authority is responsible, at its sole cost and expense, for the remediation and removal of all hazardous materials unearthed as a result of the construction of the SWDCAI and New Gravel Roads.

Section 5.03 ENVIRONMENTAL REVIEWS. The Authority will coordinate with USACE to ensure that all work described in this MOU complies with applicable environmental laws and regulations and receives all necessary environmental clearances.

Section 5.04 UTILITY RELOCATION. The Authority is responsible for coordinating and/or performing utility relocations and will be responsible for costs incurred for these relocations.

Section 5.05 PERMITS AND APPROVALS. The Authority will secure any necessary permits and/or approvals for construction of the SWDCAI from the State and is responsible for carrying out any requirements of those permits and/or approvals, including environmental requirements. From the Township, the Authority will apply for and secure conditional use permits for recreational features of the SWDCAI as required under the Township's ordinances. Currently, there are no recreational features included in the Authority's technical requirements for the SWDCAI. The current features of the SWDCAI include the following:

- (a) Diversion channel;

- (b) Low flow channel;
- (c) Diversion channel outlet;
- (d) Maintenance roads and trails;
- (e) Drainage inlets;
- (f) Aqueducts;
- (g) Project access points;
- (h) Excavated material berms;
- (i) Diversion channel line of protection;
- (j) Local drainage;
- (k) Highway crossings;
- (l) Railroad crossings; and
- (m) Utility crossings.

In the event recreational features are added to the SWDCAI, the Authority will apply for and secure a conditional use permit from the Township for their construction. Except as otherwise specifically set forth herein, the Authority is not required to obtain any other permits from the Township.

ARTICLE VI. DESIGN AND CONSTRUCTION

Section 6.01 DESIGN. The Authority will submit all designs for New Gravel Roads to the County for review and approval in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI. Any designs resulting from this MOU will be the property of the Authority. The provisions of this section do not preclude the Township from hiring its own engineer (the “Township Engineer”) to be consulted during the design phase. If the Township desires to have the Township Engineer consulted, it will notify the Authority Representative, who will coordinate with the Township Engineer on design reviews. The Township is authorized to submit any engineering expenses incurred for design to the Authority for reimbursement pursuant to Article XII.

Section 6.02 CONSTRUCTION.

(a) The Authority will be responsible for constructing New Gravel Roads and any other physical alterations necessary for construction, operation, and maintenance of the SWDCAI.

(b) Construction of a New Gravel Road will be in accordance with the plat and will be constructed as a Two-Lane Gravel Section road in accordance with the standards attached hereto as Exhibit B.

Section 6.03 CREATION OF DEAD-ENDS. At each location where construction of the SWDCAI creates a dead-end of a section line road, the Authority will construct a cul-de-sac of material consistent with the material of the remaining section line road and according to the design attached hereto as Exhibit D. The cul-de-sac may be constructed outside the Project Limits or inside the Project Limits, as the design for the SWDCAI allows in the discretion of the Authority, with the preference being that it is constructed outside the Project Limits.

Section 6.04 TRAFFIC MITIGATION ROUTES. The Authority will utilize Traffic Mitigation Routes to maintain adequate mobility and construction access along the SWDCAI during construction. Once the Authority has identified Traffic Mitigation Routes, it will inform the Township. The use of Traffic Mitigation Routes may or may not entail upgrading an existing earthen or dirt road to a gravel road. During the time that traffic is detoured on a Traffic Mitigation Route, the Authority will maintain the Traffic Mitigation Route in a condition that is smooth and free from holes, ruts, ridges, bumps, and standing water. The Township will be responsible for Routine Maintenance on Traffic Mitigation Routes. Once the detour along the Traffic Mitigation Route is terminated, the Authority will either remove the road for construction of the SWDCAI or will restore the detour route to a condition that is equivalent to that which existed prior to its use.

Section 6.05 HAUL ROADS. Prior to beginning construction, the Authority will identify existing roads that it may utilize as haul roads and inform the Township. The Authority will comply with seasonable and other load restrictions on existing public roads. The Authority will use its best efforts to utilize County roads, in lieu of Township roads, as haul routes and will work with the County Engineer in doing so. The Authority will operate and maintain the condition of these roads during construction and make any necessary adjustments to the existing public roads to accommodate the vehicles hauling construction material. The Township will provide Routine Maintenance on haul routes. In the event the Township believes maintenance is not being performed or is being underperformed, it will notify the Point of Contact, and the Authority will coordinate maintenance, which may include, if agreed upon, the Township performing the maintenance and receiving reimbursement from the Authority. By completion of the Milestone One Limits, the Authority will have restored those roads used as haul roads to a condition equivalent to that which existed prior to their use. Any changes to haul routes will be forwarded to the Township for review and comment.

Section 6.06 SIGNAGE AND LANE CLOSURES. The Authority will be responsible for traffic flow impacted by its construction and will place and maintain appropriate signage during construction of New Gravel Roads and the SWDCAI, as necessary. The Authority will maintain traffic control devices in like new condition and located in positions required by the Manual on Uniform Traffic Control Devices. Additionally, the Authority will provide advanced notification to the Township and the public of road closures, lane closures, and/or traffic switches.

Section 6.07 CHANGES OR MODIFICATIONS. Any material changes or modifications to the location of a New Gravel Road will be subject to approval following the procedure outlined in Article III for opening a New Gravel Road. Any Material Changes or Modifications to the Released for Construction Documents of a New Gravel Road will also be subject to review and approval by the County in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI. If the Township hired a Township Engineer to be engaged during design review, as described in Section 6.01, the Authority Representative will also consult with the Township Engineer for any Material Change or Modification to the Released for Construction Documents of a New Gravel Road.

Section 6.08 CONSTRUCTION SCHEDULE. To facilitate scheduling for construction work of New Gravel Roads, the Authority will provide the Township Representative a proposed construction schedule for New Gravel Roads, as well as a map of designated haul routes. The Point of Contact will provide schedule updates to the Township Representative as they become available.

Section 6.09 SUBSTANTIAL COMPLETION. The Authority will provide the Township Representative, the County Engineer, and the Township Engineer, if applicable, with written notice of any anticipated Substantial Completion of a New Gravel Road: (i) no later than sixty (60) calendar days and (ii) no later than fifteen (15) Business Days prior to the anticipated date for Substantial Completion. No later than ten (10) Business Days prior to the anticipated date for Substantial Completion, the County Engineer, and the Township Engineer, if applicable, and the Authority will conduct a final inspection of the New Gravel Road to determine whether the structure meets the requirements as provided in this MOU. If the County Engineer or the Township Engineer finds the construction is insufficient, whether due to it being incomplete or non-compliant with the requirements as provided in this MOU, as applicable, the County Engineer or the Township Engineer will notify the Authority of such fact and the Authority will correct such deficiency in the construction work and re-notify for inspection.

Section 6.10 OWNERSHIP.

(a) Upon substantial completion of the Milestone One Limits, the Authority will transfer ownership and control of New Gravel Roads outside of the Project Limits to the Township (“Turnover”). The Authority will maintain ownership and control of New Gravel Roads within the Project Limits.

(b) The Authority will warrant that the work on New Gravel Roads is complete and conforms to good industry practice and that all materials and equipment furnished as a part of the work are of good quality and free of defects in materials and workmanship. This warranty will be effective for a period of one (1) year beginning on the date of Project Substantial Completion.

Section 6.11 INSPECTION AND ACCESS. The Township will have the right to inspect the construction work to be performed hereunder at any time during its progress and to make final inspection upon notification of anticipated Substantial Completion. The Authority will permit and facilitate reasonable access for the Township for the reasonable inspection of the New Gravel Roads and shall cooperate fully with Township inspection personnel. Inspections may only be made upon reasonable notice to the Authority and during business hours, and the

Township must comply with the Authority's site safety requirements. In an emergency, the Township may access the site as needed and provide notice as soon as reasonably possible to the Authority. The presence or absence of a Township inspector does not relieve the Authority from any requirement in this MOU, nor is any inspector authorized to issue instructions to the Developer or change any term or condition of this MOU.

Section 6.12 EXTRA MATERIAL PILE. By Project Substantial Completion, the Authority will have stockpiled approximately twenty-five thousand (25,000) cubic yards of excavated material near the County Road 22 crossing of the SWDCAI. The Township will have the opportunity to utilize these materials, in the discretion of the Authority. If the Township desires to utilize these materials, it must contact the Authority for authorization. All removals must be more than two thousand (2,000) cubic yards and no more than three (3) separate withdrawals will be authorized per calendar year. The Township will be responsible for all costs associated with removal of the excavated materials from the deposit site.

ARTICLE VII. MAINTENANCE

Section 7.01 NEW GRAVEL ROADS. Between completion of a New Gravel Road and Turnover, the Authority will perform maintenance, aside from Routine Maintenance, on the New Gravel Road, whether inside or outside the Project Limits, in good condition. At all times following Turnover of a New Gravel Road, the Township, at its sole cost and expense, will maintain the New Gravel Road located outside of the Project Limits and the Authority, at its sole cost and expense, will perform maintenance, aside from Routine Maintenance, on all portions of the New Gravel Road located within the Project Limits. The Township will be responsible for Routine Maintenance of a New Gravel Road at all times, whether located inside or outside the Project Limits.

Section 7.02 SWDCAI. The Township will have no responsibilities for maintenance associated with the SWDCAI.

Section 7.03 SIGNAGE. If the Authority installs any permanent signage outside of the Project Limits during the work outlined in the MOU, the Township may repair or replace the signage, as necessary, and submit an invoice to the Authority, in accordance with Exhibit C attached hereto, for the expense of such repair or replacement.

Section 7.04 GARBAGE DUMPING. In the event the dumping of garbage on roads that have been dead ended due to the construction of the SWDCAI becomes an issue, the Township has the authority to clean up the dumped garbage and submit the same for reimbursement from the Authority pursuant to Article XII.

ARTICLE VIII. FUTURE CHANGES OR ADDITIONS

Section 8.01 TOWNSHIP ROADS. In the event the Township desires to add a crossing of the SWDCAI, the Township must secure written approval from the Authority. Low water crossings of the SWDCAI will neither be considered nor allowed by the Authority.

Section 8.02 SWDCAI.

(a) The Authority retains the ability, at its sole cost and expense, to adjust or alter the SWDCAI to the extent such may be accomplished without adversely affecting, changing, or altering any open section lines.

(b) If it becomes necessary or desirable to discontinue, close, or open a section line to accommodate the SWDCAI project, the cost of such work, including any incidental costs made necessary by any such changes, will be the expense of the Authority.

Section 8.03 COORDINATION. In the event the Authority desires to discontinue, close, or reopen a section line to accommodate future changes or additions of the SWDCAI, the Authority and the Township will work in Good Faith, with the understanding that time is of the essence, to agree to terms regarding the accommodation of a future change or addition of the SWDCAI through an addendum to this MOU.

**ARTICLE IX.
INSURANCE AND LIABILITY**

Section 9.01 INSURANCE.

(a) The Authority will procure and maintain the following insurance coverage until Turnover of all New Gravel Roads:

(1) Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Township is to be named as additional insured on a primary, non-contributory basis.

(2) Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to, the statutory liability under the State of North Dakota's workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

(3) Claims Made Project Specific Errors & Omissions (Professional Liability) Insurance in connection with design and construction with a minimum combined total period of ten (10) years for design, construction, and extended reporting with limits of at least \$2,000,000 per claim and in the aggregate.

(4) All Risk Insurance in completed value form including coverage for permanent and/or temporary works executed and in the course of execution, materials, supplies, equipment, and other goods of at least \$10,000,000.

(b) The Authority will procure and maintain the following insurance coverage after Substantial Completion of all New Gravel Roadways throughout the warranty term provided in Section 6.11(b) of this MOU:

(1) Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Township is to be named as additional insured on a primary, non-contributory basis.

(2) Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to statutory liability under the State of North Dakota's workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

Section 9.02 RELEASE OF LIABILITY AND INDEMNITY.

(a) Except as set forth in the following Section, to the fullest extent permitted by Applicable Law, the Authority will require that the Developer release, defend, indemnify, and hold harmless the Township on demand and from and against any and all liability for Losses arising from Third Party Claims, in each case, to the extent such Losses arise out of, or as a consequence of, any breach of the MOU by the Developer or any negligence of the Developer. Additionally, the Authority will retain responsibility of the following key decisions and matters relating to the scope of the SWDCAI and the Comprehensive Project and the interaction of the SWDCAI with the SEAI and MAI ("Authority-Retained Responsibilities"):

(1) The decision to undertake the SWDCAI and the Comprehensive Project;

(2) The decision to deliver the Comprehensive Project through a split procurement model with the Authority procuring the SWDCAI and USACE procuring the SEAI and the MAI;

(3) The decision as to the location and alignment of the Project Limits;

(4) The decision as to the form of the flood management system and the level of flood protection to be delivered through the SWDCAI and the Comprehensive Project;

(5) The design, construction, operation, and maintenance of the SEAI and the MAI; and

(6) From time to time, the decision as to whether or not to operate the control structure on the Red River, the control structure on the Wild Rice River, or the Diversion Inlet Structure.

Section 9.03 EXCLUSIONS FROM INDEMNIFICATION. The Authority will not require the Developer to be responsible or to be obliged to release, defend, indemnify, or hold harmless the

Township with respect to any liability or Losses to the extent that the same arise as a direct result of:

- (a) The Authority-Retained Responsibilities;
- (b) A Compensation Event or Relief Event;
- (c) The presence of Hazardous Materials for which the Authority is responsible under the terms of the Project Agreement;
- (d) The fraud, negligence, recklessness, bad faith, or willful misconduct of the Township;
- (e) Any Losses suffered by the Township under a contract with a third party;
- (f) Any breach of the MOU by the Authority; or
- (g) Any Losses suffered by the Township with respect to use of the Project Data, or any Intellectual Property related to the Project Data, other than any use specifically for the SWDCAI.

Section 9.04 CONDUCT ON THIRD PARTY CLAIMS.

(a) Where the Township is entitled to make a claim under this MOU against the Developer in relation to a Third Party Claim, the Township shall give notice of the relevant claim to the Developer promptly, setting out the full particulars of the claim.

(b) Subject to the rights of the insurers under the Insurance Policies, the Developer may at its own expense, and with the assistance and cooperation of the Township, conduct and control the Third Party Claim including its settlement and the Township shall not, to the extent that the Developer has elected to conduct and control the relevant Third Party Claim, take any action to settle or prosecute the Third Party Claim.

(c) The Developer shall, if it wishes to have conduct and control of any Third Party Claim, reimburse the Township for any cost or liability arising out of the conduct and control of the Third Party Claim by the Developer within thirty (30) calendar days of receiving an invoice from the Township with respect to such costs.

(d) The Township shall at all times take all reasonable steps to minimize and mitigate any loss for which the Township is entitled to bring a claim against the Developer pursuant to this MOU.

Section 9.05 CERTIFICATES OF INSURANCE. Prior to commencing construction work under this MOU, the Authority will furnish to the Township Representative certificates of insurance evidencing the coverages, endorsements, and amendments described herein. The Authority will notify the Township in writing at least five (5) Business Days prior to any cancellation, non-renewal, substitution, or material alteration of insurance.

Section 9.06 NO WAIVER OF LIMITATION ON LIABILITY. The indemnity and hold harmless provisions herein shall not be deemed as a waiver by the Authority of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, or a waiver of any available immunities or defenses.

**ARTICLE X.
TERM AND TERMINATION**

Section 10.01 TERM. This MOU will continue in full force and effect for ten (10) years following the Effective Date and will automatically renew for successive 1-year terms unless a Party gives a 1-year advanced written notice of a desire to not renew to the other Party.

Section 10.02 TERMINATION. The Parties must mutually agree, in writing, to terminate this MOU.

**ARTICLE XI.
THIRD PARTY BENEFICIARIES**

Section 11.01 DEVELOPER. The Authority and the Township specifically agree, acknowledge, and covenant that portions of the Township's property or right-of-way will be used by the Developer in order to construct, operate, and maintain the SWDCAI. As a result, the Authority and the Township agree and acknowledge that, at any time during which one or more of the Parties is in breach or default of its respective obligations arising out of or related to this MOU, the Developer may enforce the terms and conditions of this MOU including, without limitation, by securing a court order directing the Party to perform its obligations under the MOU. In addition to the foregoing, the Developer shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to the Developer. The Developer, however, will have no rights to utilize the Township's property or right-of-way beyond what is available to the general public or what has been granted to the Authority by this MOU.

**ARTICLE XII.
REIMBURSEMENT**

Section 12.01 CONSTRUCTION COSTS AND EXPENSES. Between the Effective Date and Project Substantial Completion, the Township may seek reimbursement from the Authority for any costs and expenses incurred as a result of work provided under this MOU, in an amount up to \$3,000.00 annually. The first annual period shall run from the Effective Date until the date preceding the first anniversary of the Effective Date. Annual periods thereafter shall run from the anniversary of the Effective Date until the earlier of: (i) the date preceding the next anniversary of the Effective Date or (ii) Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contact.

Section 12.02 POST-CONSTRUCTION COSTS AND EXPENSES. Following Project Substantial Completion, in addition to any reimbursable costs and expenses set forth herein, the Township may seek reimbursement from the Authority for any costs or expenses incurred in relation to the Comprehensive Project in an amount up to \$1,500.00 annually. The first annual period shall run from the date of Project Substantial Completion until the date preceding the first anniversary of the date of Project Substantial Completion. Annual periods thereafter shall run from the anniversary of the date of Project Substantial Completion until the date preceding the next anniversary of the date of Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contact.

Section 12.03 EXTRAORDINARY EXPENSES. In addition to the allowable reimbursements set forth in Sections 12.01 and 12.02, the Township may seek reimbursement from the Authority for extraordinary expenses if prior to incurring the expense, the Township receives written authorization from the Authority. The Authority will not unreasonably withhold approval of these requests.

Section 12.04 LOST TAX REVENUE. Due to the construction of the SWDCAI and ownership thereof by the Authority, the Authority recognizes that the Township will experience a loss of revenue from ad valorem taxes. The Authority estimates that one thousand five hundred eighty-four (1,584) acres in the Township will be owned by the Authority for the SWDCAI. For the 2020 general tax levy, the billed ad valorem tax per aggregate acre was \$2.75. In order to assist the Township in recouping some of this loss of revenue, the Authority will remit funds to the Township annually for a period of ten (10) years, each year remitting the amount of lost revenue from the above-mentioned one thousand five hundred eighty-four (1,584) acres at \$2.75 per acre for a total of \$4,360.00 (the "Lost Tax Revenue Payment"). The Authority will make its first Lost Tax Revenue Payment to the Township within sixty (60) calendar days following the Effective Date and on or before July 1 of each year during the remainder of the 10-year period described herein.

Section 12.05 FIRE PROTECTION FUNDS. Due to the potential increase in funds that the Township may be required to expend on fire protection as a result of construction of the SWDCAI, the Authority will, within sixty (60) calendar days following the Effective Date, remit \$30,000.00 to the Township to be utilized for future fire protection.

ARTICLE XIII. MISCELLANEOUS

Section 13.01 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 13.02 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, such illegality or invalidity will not affect the validity of the remainder of this MOU.

Section 13.03 FORCE MAJEURE. Neither the Authority nor the Township will be liable to the other 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; Force Majeure Flood Event; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 13.04 AUTHORIZED REPRESENTATIVES. Each of the Authority and the Township hereby designates the following individual as its initial authorized representative, respectively, to administer this MOU on its respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) Township Representative: Barry Bowman, Clerk of Board of Supervisors

Section 13.05 NOTICE.

(a) All notices under the MOU will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses.

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

Jacobs
4784 Amber Valley Parkway South, Suite 200
Fargo, North Dakota 58104

and

Executive Director
4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104

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

3261 166th Avenue SE
Harwood, North Dakota 58042-9742

Section 13.06 GOVERNING LAW. This MOU will be governed and construed in accordance with the laws of the State of North Dakota.

Section 13.07 CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Authority and the Township for work regarding other aspects of the Comprehensive Project.

Section 13.08 FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for the United States Environmental Protection Agency (“EPA”) in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. On or prior to the Effective Date, the Township will complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 23, which are attached within Exhibit F to this MOU. In the event the Authority solicits assistance from the Township to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the Township will also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Section 13.09 DEBARMENT AND SUSPENSION. In the event the Authority solicits assistance from the Township to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the Township certifies it will not knowingly enter into a contract with anyone who is ineligible under 40 CFR Part 32 to participate in the Comprehensive Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Township represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this MOU. On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached within Exhibit F to this MOU.

Section 13.10 CIVIL RIGHTS OBLIGATIONS. In the event the Authority solicits assistance from the Township to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the Township will comply with the following, federal non-discrimination requirements:

- (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- (b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- (c) The Age Discrimination Act of 1975, which prohibits age discrimination.

(d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(e) 40 CFR Part 7, as it relates to the foregoing.

(f) Executive Order No. 11246.

On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding civil rights, which is attached within Exhibit F to this MOU.

Section 13.11 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the State District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue. If there is litigation, regardless of the outcome, each Party will be responsible for its own attorney's fees.

Section 13.12 ELECTRONIC SIGNATURES. The Parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed on the dates indicated below.

(Remainder of page intentionally left blank.)

Signature Page for Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this MOU on the _____ of _____, 2023.

METRO FLOOD DIVERSION AUTHORITY

By: _____
Dr. Timothy J. Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

By: _____
Dawn Lindblom, Secretary

Signature Page for Raymond Township, North Dakota

The Governing Body of Raymond Township, North Dakota, approved this MOU on the _____ of _____, 2023.

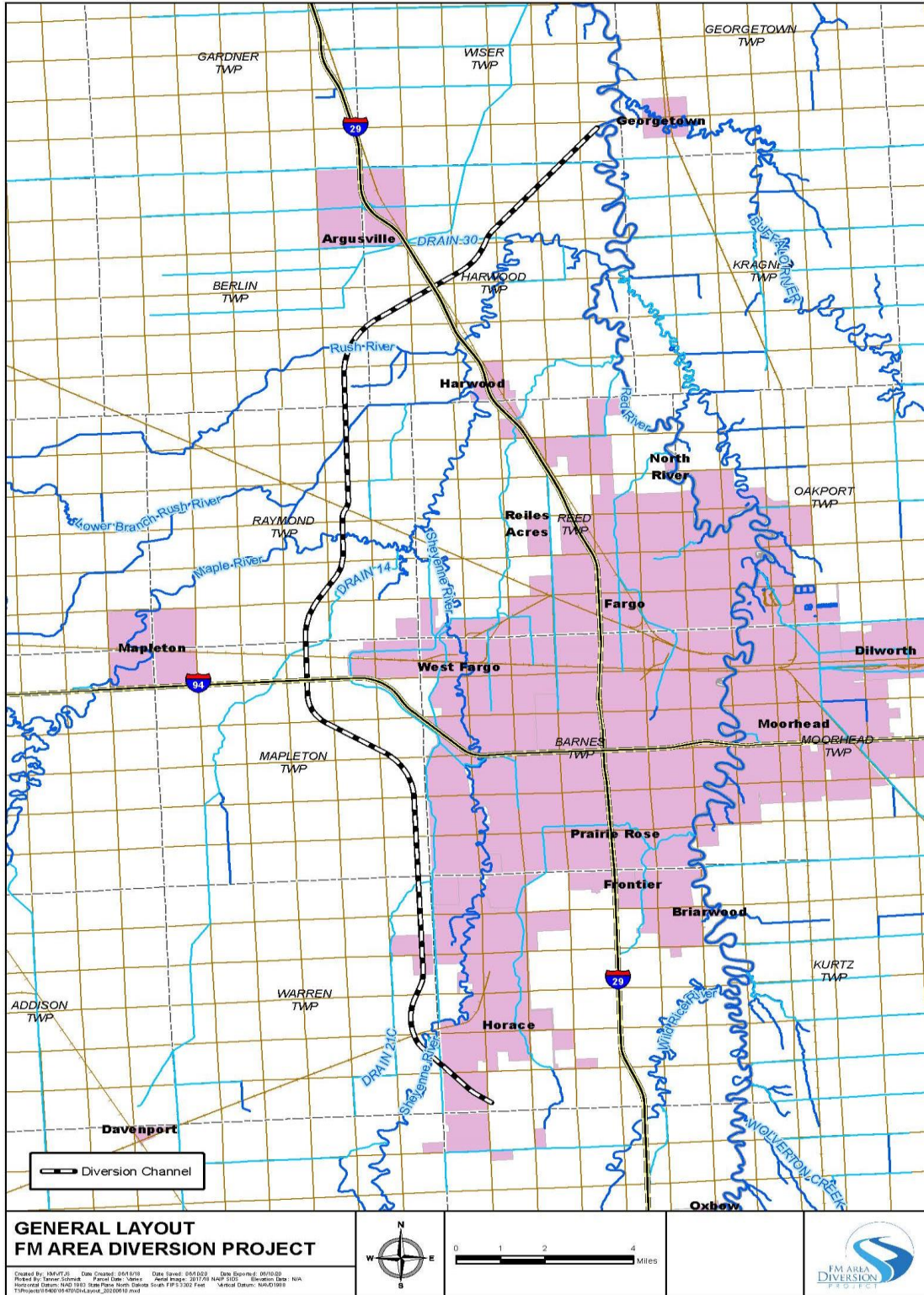
RAYMOND TOWNSHIP, NORTH DAKOTA

By: _____
David Gust, Chair

ATTEST:

By: _____
Barry Bowman, Clerk/Treasurer

EXHIBIT A PROJECT LIMITS



**EXHIBIT B
MINIMUM DESIGN STANDARDS**

Two-Lane Township Gravel Section Road

<i>Minimum Design Standards for New or Reconstruction of Existing Infrastructure</i>							
Typical Section	Design Speed	Right of Way	Road Width	Turn Lanes	Minimum Section Thickness	Access Controls	Bike/Ped Facilities
Two-Lane Township Gravel Section	55 mph	66 feet	24 feet	No	4 inches gravel	¼ mile spacing	Not Applicable

Reinforced Culvert

1. NDDOT *Design Manual, Chapter IV*
2. NDDOT *Design Manual, Chapter V*
3. NDDOT *Standard Specifications for Road and Bridge Construction*
4. AASHTO *LRFD Bridge Design Specifications*
5. AASHTO *LRFD Bridge Construction Specifications*
6. Cass County *Comprehensive Highway Plan*

For cases where AASHTO specifications conflict with NDDOT standards and policies, the NDDOT standards and policies take precedence.

EXHIBIT C
AUTHORITY INVOICING REQUIREMENTS

(a) The Township will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Township will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to jpaulsen@fmdiversion.gov. Each invoice should include the identification of the Township, a description of the activity included in the invoice, and the address where payment should be remitted. The Township may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment or (ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Township.

(b) After the Authority receives a Township invoice, the Authority will either process the invoice for payment or give the Township specific reasons, in writing, within fifteen (15) calendar days, why part or all of the Authority's payment is being withheld and what actions the Township must take to receive the withheld payment.

(c) In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to the Township.

(d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, the Township must credit any payment error from any payment that is due or that may become due to the Township under this MOU.

(e) The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by North Dakota law if a lesser amount, on all past-due amounts thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.

(Remainder of page intentionally left blank.)

EXHIBIT D CUL-DE-SAC DESIGN

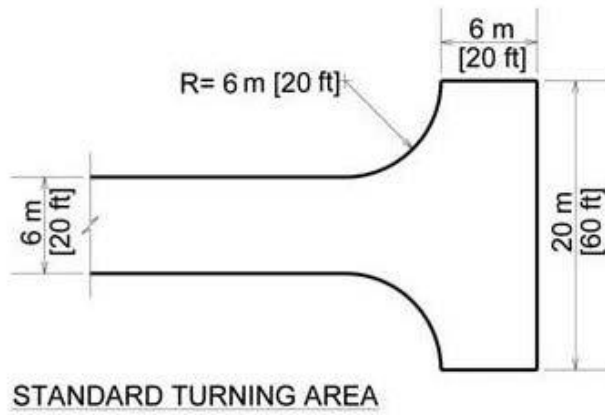
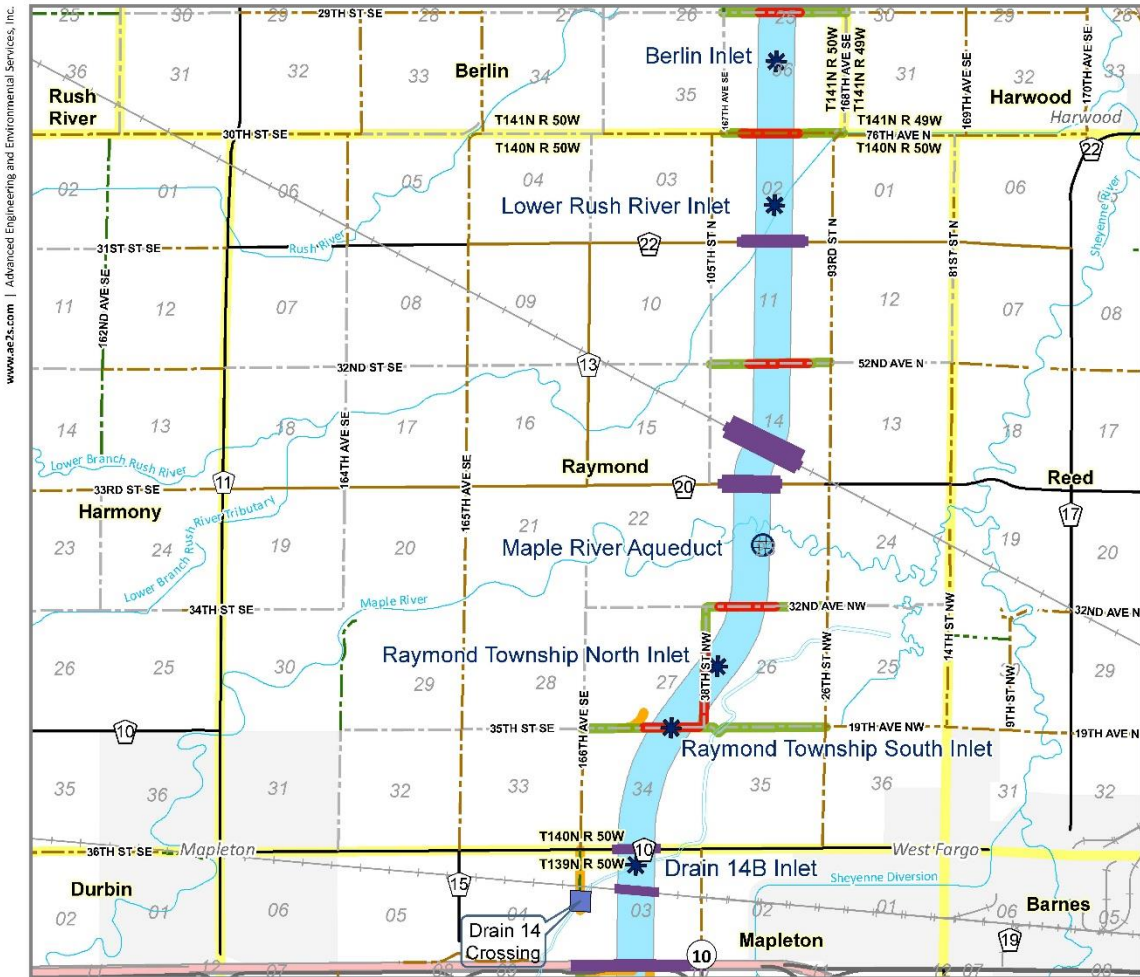
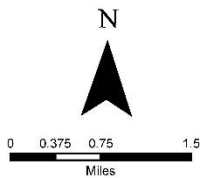


EXHIBIT E PROJECT IMPACTS MAP



Legend			

Any reliance upon this map is at user's own risk. AE2S 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 | Produced By:cwickenheiser - AE2S, Inc. | C:\Data\Projects\GIS\Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\MOU byTownship 8 x11.mxd



Raymond

FM Area Diversion
Map Date: 10/7/2020



**EXHIBIT F
FEDERAL CERTIFICATION FORMS
CERTIFICATION REGARDING FEDERAL LOBBYING**

The undersigned certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
 - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

PLEASE RETURN TO:

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

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the

ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

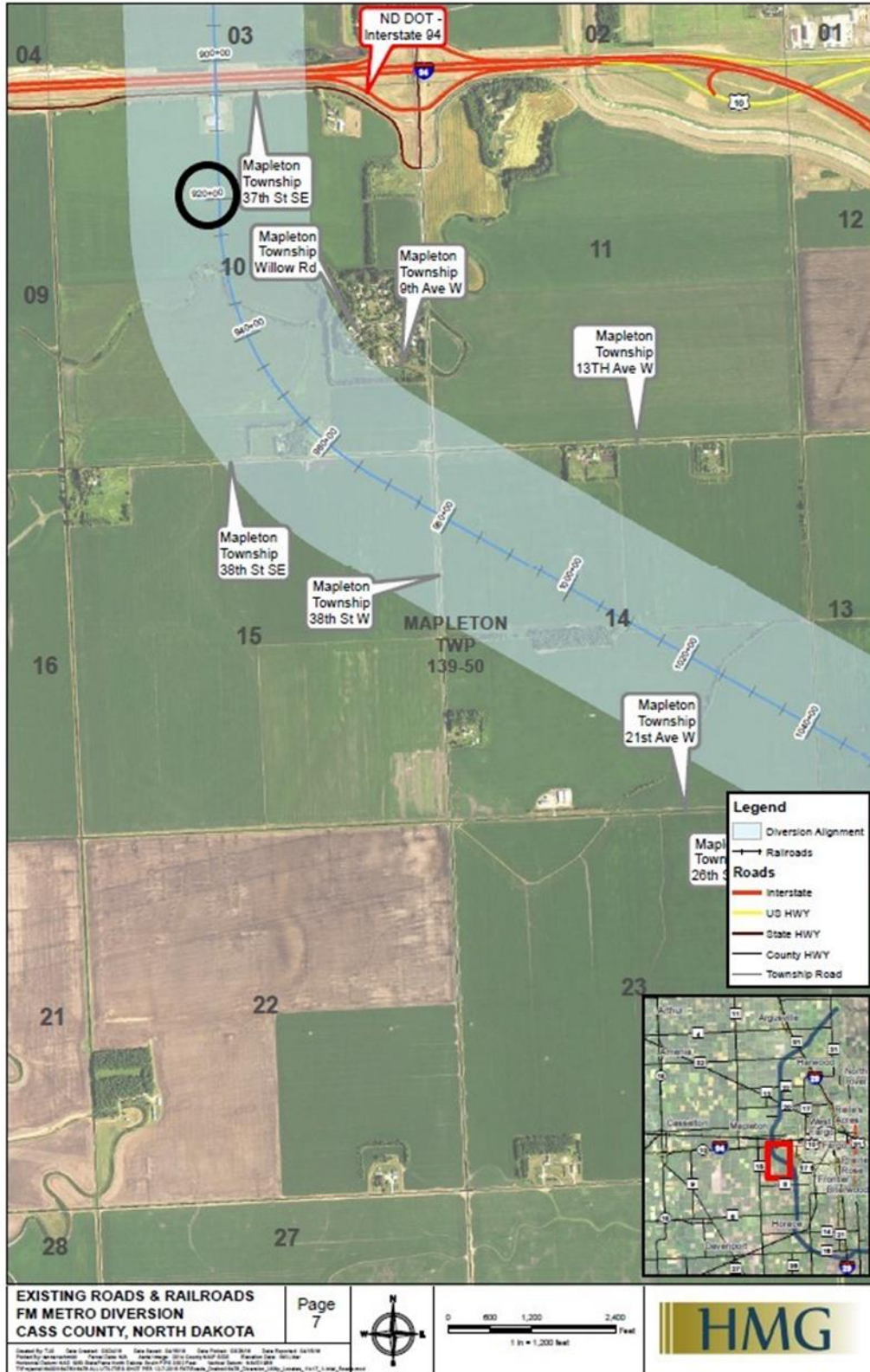
Street

City, State, Zip Code

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

Office Email Address

EXHIBIT G MILESTONE ONE LIMITS MAP





4784 Amber Valley Parkway South,
Suite 200
Fargo, ND 58104
www.jacobs.com

April 13, 2023

Attention Joel Paulsen, Executive Director
Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

Project Name: FM Area Diversion
Project Number: WP-38A

Subject: **Work Package 38A Property Structure Mitigation Project
Recommendation of Award**

Dear Metro Flood Diversion Authority,

The contract for Property Structure Mitigation (Removal) was publicly advertised and three (3) bids were received at the virtual public bid opening on April 13, 2023, at 1:00pm.

The bids were from:

- | | |
|---|--------------|
| 1. Industrial Builders, Inc, in the amount of | \$472,952.00 |
| 2. Schmidt & Sons Construction, Inc, in the amount of | \$565,356.10 |
| 3. Hough Inc, in the amount of | \$599,391.53 |

The Engineers Estimate for the project was \$483,549.00

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Metro Flood Diversion Authority award the contract for WP38A to Industrial Builders, Inc in the amount of \$472,952.00 as the lowest responsive bidder. Enclosed is the Bid Tabulation Assessment.

Please contact me at ian.joyne@jacobs.com if you have any questions regarding this recommendation.

Yours sincerely

Ian Joyne, BEng CEng FICE, Construction Contracts Manager

Copies to:

Kris Bakkegard
Bob Zimmerman
Matt Stamness
Nathan Boerboom
Jason Benson
Justin Sorum

Bid Tabulation Assessment

Project: WP38A - Property Structure Mitigation

Bid Opening April 13, 2023 1:00pm

				Hough Inc		Industrial Builders Inc		Schmidt & Sons Inc	
No.	ITEM	QUANTIT	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	\$ 29,750.00	\$ 29,750.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
2.	Clearing and Grubbing	1	LS	\$ 0.01	\$ 0.01	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00
3a	Removals - OIN 25, 5101 112 Ave S - House	1	LS	\$ 28,086.00	\$ 28,086.00	\$ 24,000.00	\$ 24,000.00	\$ 40,000.00	\$ 40,000.00
3b	Removals - OIN 25, 5101 112 Ave S - Basement	1	LS	\$ 2,514.00	\$ 2,514.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00
3c	Removals - OIN 25, 5101 112 Ave S - All removal items excluding house and basement	1	LS	\$ 60,517.00	\$ 60,517.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
4a	Removals - OIN 822, 4857 173 Ave SE - House	1	LS	\$ 20,695.00	\$ 20,695.00	\$ 29,000.00	\$ 29,000.00	\$ 30,000.00	\$ 30,000.00
4b	Removals - OIN 822, 4857 173 Ave SE - Basement	1	LS	\$ 2,515.00	\$ 2,515.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
4c	Removals - OIN 822, 4857 173 Ave SE - All removal items excluding house and basement	1	LS	\$ 30,861.00	\$ 30,861.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00
5a	Removals - OIN 1899, 17505 54 St SE - House	1	LS	\$ 17,188.00	\$ 17,188.00	\$ 24,000.00	\$ 24,000.00	\$ 20,000.00	\$ 20,000.00
5b	Removals - OIN 1899, 17505 54 St SE - Basement	1	LS	\$ 4,292.00	\$ 4,292.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
5c	Removals - OIN 1899, 17505 54 St SE - All removal items excluding house and basement	1	LS	\$ 40,760.00	\$ 40,760.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
6	Removals - OIN 1473, 173rd Ave SE, 300ft south of 54th St SE - Structures	1	LS	\$ 6,043.00	\$ 6,043.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00
7	Removals - OIN 1793, 16568 3St S - Structures	1	LS	\$ 180,397.00	\$ 180,397.00	\$ 70,000.00	\$ 70,000.00	\$ 100,000.00	\$ 100,000.00
8.	Top Soil Import	2925	CY	\$15.00	\$ 43,875.00	\$7.00	\$ 20,475.00	3.50	\$ 10,237.50
9.	Imported Fill	3810	CY	\$15.00	\$ 57,150.00	\$7.00	\$ 26,670.00	3.50	\$ 13,335.00
10.	Seeding & Mulching	97,076	SY	\$0.77	\$ 74,748.52	\$0.75	\$ 72,807.00	1.10	\$ 106,783.60
				Hough Inc		Industrial Builders Inc		Schmidt & Sons Inc	
				\$599,391.53		\$472,952.00		\$565,356.10	



April 13, 2023

To the Governing Board
Metro Flood Diversion Authority
Fargo, North Dakota

This letter is provided in connection with our engagement to audit the financial statements of the Metro Flood Diversion Authority as of and for the year ended December 31, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated February 6, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". Although we are currently in the planning stage of our audit, we have preliminary identified the following significant risks that require special audit consideration.

- Management override of controls - Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the entity may have the ability to override controls that the entity has implemented. Management may override the entity's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the entity's financial performance or with the intent of concealing fraudulent transactions.
- Revenue Recognition - We identified revenue recognition as a significant risk due to the number of transactions incurred at or near year-end and a risk of recording those in the incorrect fiscal year.

This information is intended solely for the information and use of the governing board of the Metro Flood Diversion Authority and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



Mankato, Minnesota