



Board Agenda

Diversion Board of Authority

October 26, 2023 @ 3:30 p.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 September 28, 2023
3. [Attachment 00.01] (Pg. 3)
4. Approve Order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Finance Report [Attachment 01.00] (Pg. 8)
- b. Voucher Approval [Attachment 02.00] (Pg. 32)
- c. DA Board Approval Contract Actions [Attachment 03.00] (Pg. 48)
 - i. NDAWN, New Agreement [Attachment 03.01] (Pg. 50)
 - ii. CH2M Hill TO 5, Amendment 13 [Attachment 03.02] (Pg. 52)
- d. MOUs and Agreements [Attachment 04.00] (Pg. 56)
 - i. Maple River WRD & MFDA MOU, Amendment 1 [Attachment 04.01] (Pg. 58)

REGULAR AGENDA:

4. Executive Director Report
[Attachment 05.00] (Pg. 71)
5. General Counsel Update
6. Construction Project Updates
 - a. USACE Project Update
[Attachment 06.00] (Pg. 73)
 - b. SWDCAI Project Update
[Attachment 07.00] (Pg. 75)
 - c. Project Safety Update
[Attachment 08.00] (Pg. 76)
 - d. Drone Footage Video
7. Communications Team Update

8. Land Management Update
 - a. Property Acquisition Status Report
[Attachment 09.00] (Pg. 77)
 - b. BNSF Railway & CHS Elevator Excess Land
[Attachment 10.00] (Pg. 83)
 9. Finance Update
 10. Other Business
 - a. City of Horace, CCJWRD, & MFDA Agreement
[Attachment 11.00] (Pg. 87)
 11. Closed executive session pursuant to N.D.C.C. § 44-04-19.1 (2) and (9) for Attorney Consultation regarding negotiation parameters for an amendment to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure.
 12. Next Meeting: November 16, 2023
 13. Adjournment
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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 Board of Authority Meeting Minutes

3:30 PM – September 28, 2023
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on September 28, 2023. The following members were present: Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; Shelly Carlson, Mayor, City of Moorhead; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; John Strand, Fargo City Commissioner; Kevin Campbell, Clay County Commissioner; Tony Grindberg, Cass County Commissioner; Rodger Olson, Cass County Joint Water Resource District and Larry Seljevold, Moorhead City Council.

Member(s) absent: Chad Peterson, Cass County Commissioner; Dave Piepkorn, Fargo City Commissioner and Mary Scherling, Cass County Commissioner.

1. CALL TO ORDER
Mayor Mahoney called the meeting to order at 3:31 PM. Roll call was taken, and a quorum was present.
 2. APPROVE MINUTES FROM THE AUGUST 2023 MEETING
MOTION PASSED
Mr. Campbell moved to approve the minutes from the August 2023 meeting and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.
 3. APPROVE ORDER OF AGENDA
MOTION PASSED
Mr. Ebinger moved to approve the order of the agenda and Mr. Hendrickson seconded the motion. On a voice vote, the motion carried.
- CONSENT AGENDA
MOTION PASSED
Mr. Strand moved to approve the Consent Agenda and Mr. Hendrickson seconded the motion. On a roll call vote, the motion carried.
4. EXECUTIVE DIRECTOR REPORT
Mr. Paulsen provided the following updates:
Happenings
Diversion Inlet Structure turnover celebration will be the morning of Friday, Oct. 27, 2023 (time TBA)
Recreational Task Force white paper completed
NAC Award to be presented to USACE
Red River Basin Commission toured full project

5. GENERAL COUNSEL UPDATE

Mr. Shockley provided an overview of the Resolution Amending the Appointment of Members to the Finance Committee and indicated that Ms. Susan Thompson will serve as the finance committee representative for the City of Fargo.

MOTION PASSED

Mayor Dardis moved to approve the Resolution appointing Ms. Thompson to the Finance Committee and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

6. CONSTRUCTION PROJECT UPDATES

a. USACE Project Update

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 97% complete. Construction completion date is currently estimated to be in November 2023 due issues related to the gate machinery.

Schedule for remaining primary features:

2023: Complete operating machinery install, seeding.

2024: Turf established.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 91% complete and remains on schedule. The construction completion date is 3 December 2023. Constructing eastern earthen dam and bridge deck. Remaining schedule:

2023: Bridge deck, dam embankment, seeding.

2024: Turf established.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 84% complete. Borrow ditch bridges are complete. Traffic to be switched to all new lanes by 1 November. Current construction completion date is 1 January 2024.

4 Southern Embankment – Reach SE-1 (Western Tieback) - Construction

Construction was completed 10 November 2022. Partial turnover to the Diversion Authority for Operations and Maintenance occurred on 29 December 2022. O&M Manual was provided for review 9 August 2023.

5 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 30% complete. Construction completion date is 19 March 2026. Concrete placements for approach wall foundations and abutments ongoing. Completion date is 19 March 2026.

6 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Completion date is 1 December 2027.

7 Drayton Dam Mitigation Project Design - Construction

Construction is 85% complete. Placement of the rock-arch rapids is complete. Riprap placement ongoing. Construction completion is 30 September 2023.

8 Southern Embankment – Reach SE-2A - Construction

Construction is 67% complete. Inspection trench and embankment foundations complete. Embankment construction ongoing. Scheduled completion date is 30 September 2024.

9 Southern Embankment Design – All remaining reaches are being designed.

SE-1B: BCOES review Sep 2023 Contract award: February 2024

SE-2B: BCOES review complete 9 June 2023 Contract award: April 2024

SE-3: 95% review starts Jan 2024 Contract award: January 2025

SE-4: 65% review Sep 2023 Contract award: May 2024

SE-5: 95% review starts Dec 2023 Contract award: January 2025

OHB Reach 43B: BCOES review starts Oct 2023 Contract award: February 2024

b. SWDCAI Project Update

Mr. Bakkegard provided an update of the construction map that shows current work in progress, 30 and 60 day projected progress:

New Features Under Construction

- Channel Reaches 6 & 7
- 38th Street & 52nd Avenue crossings (wick drains, settlement & approach/surcharge embankments)
- CR-10 (bypass)

30- to 60-Day Outlook

- Channel Reaches 8 & 9
- Raymond Township drain Inlets
- CR-20, 32nd Ave & CR-14 Crossing (Bypass/Settlement)
- I-94 & 37th St Frontage Road (Bypasses - off alignment)

Misc. Updates

- 2,000,000 CY of material excavated in August
- I-29 & CR-81 - asphalt pavement placed in August
- Maple River Aqueduct - piling and foundation work ongoing
- Diversion Outlet - bedding and rip-rap placement ongoing

c. Project Safety Update

Mr. Bakkegard provided an update on the safety statistics for the period August 1-31, 2023. Mr. Bakkegard noted that there was one incident requiring first aid and another as a recordable event.

d. Drone Footage Video

A drone video highlighting the progress that has been achieved since August was viewed.

7. COMMUNICATIONS UPDATE

Ms. Willson provided the following Communications update:

Materials developed for high school groups

Released Videos:

- Faces of the Diversion: Tyler Cole, Ames pile driver
- Aqueduct project update
- RRS project update
- Fast Fact: RRS rebar amounts

Media Relations:

- Construction Equipment Guide: project update
- The Forum: cemetery mitigation
- Western Builder News: funding model
- Grand Forks Herald: Drayton Dam

Coming Soon:

- October newsletter: aqueduct focus
- Faces of the Diversion: Yehuda Ken-Dror

8. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 92.0% completion in the Construction Footprint
- 43.9% completion in the UMA Footprint
- 77.7% of the parcels in the Southern Embankment have been acquired
- 43.9% of the parcels in the Upstream Mitigation Area have been acquired
- 72.6% of the Environmental Easements have been signed

- 99.5% of the parcels in the Stormwater Diversion Channel have been acquired
- 97.4% of the Oxbow-Hickson-Bakke levee
- 100% MFDA constructed in-town levees and the Drayton Dam mitigation is completed

Key Activities:

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed 10 parcels / 6 landowners
- In the last month, agreement signed on 24 parcels / 6 landowners
- Preparing Last Written Offer letters for MN parcels to maintain construction schedule
- Submitted the first plat of project lands for the Diversion Channel to Cass County Planning Commission

b. SE-1 Excess Land Sale

Ms. Smith provided an overview and update on excess land parcels in SE-1. Per the Excess Land Policy and at the discretion of the executive director, these parcels are deemed excess land and Ms. Smith asked the committee to approve disposal of these remnant parcels.

MOTION PASSED

Mr. Grindberg moved to approve disposal of the parcels per the Excess Land Policy and Mr. Campbell seconded the motion. On a roll call vote, the motion carried.

c. Cass County ROW Excess Land Sale

Ms. Smith provided an overview and update on the Cass County ROW parcels. Per the Excess Land Policy and at the discretion of the executive director, these parcels are deemed excess land and Ms. Smith asked the committee to approve disposal of these remnant parcels.

MOTION PASSED

Mr. Strand moved to approve disposal of the parcels per the Excess Land Policy and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

d. OIN 507Y Excess Land Recommendation

Ms. Smith provided an overview and update on parcels in OIN 507Y. Per the Excess Land Policy and at the discretion of the executive director, these parcels are deemed excess land and Ms. Smith asked the committee to approve disposal of these remnant parcels.

MOTION PASSED

Mr. Ebinger moved to approve disposal of the parcels per the Excess Land Policy and Mr. Grindberg seconded the motion. On a roll call vote, the motion carried.

9. FINANCE UPDATE

Finance Report

Mayor Dardis reported that the bills payable totaled \$3,933,527, the current net position is \$215,068,862, and \$955,909,680 are the FY 2023 costs to date.

Mayor Dardis also reported that Mr. Paulsen presented the 2024 draft budget and indicated that the draft balance is \$218,373,943. More iterations will be presented as the final budget evolves.

a. WP38B Recommendation to Award Bid

Mr. Bakkegard provided a summary of WP38B and recommended that that bid be awarded to Schmidt & Sons Construction in the amount of \$407,557.75.

MOTION PASSED

Mr. Grindberg moved to award the bid as presented and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

b. Fiscal Agent Investment Report

Ms. Thompson provided the following fiscal agent investment report:

The City of Fargo administers MFDA cash as per the Fiscal Services Contract which indicates that MFDA cash is to be managed in accordance with the City of Fargo's standard processes. Bank of North Dakota (BND) cash accounts are held in reserve at BND with terms as per BND's agreement with the MFDA. All other cash is invested by the City of Fargo as either short-term through a governmental money market sweep account with a current return of 5.20%, or longer-term through a managed fund for governmental clients with a current return of 5.19%.

10. OTHER BUSINESS

There was no other business to report.

11. CLOSED EXECUTIVE SESSION

MOTION PASSED

Mr. Grindberg moved to go into executive session and Mr. Hendrickson seconded the motion. On a roll call vote, the motion carried, and members retreated to the Red River Room at 4:17 PM.

12. NEXT MEETING

The next meeting will be October 26, 2023.

13. ADJOURNMENT

Members returned to the Chambers at 5:11 PM and the meeting adjourned at 5:13 PM.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
September 30, 2023

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 183,303,129	\$ 213,792	\$ 183,516,921
Cash Horace 3.01 MIT	4,493,884	-	4,493,884
Cash BRRWD	8,387,021	-	8,387,021
Cash Held In Trust at BND			
Excess Revenue Fund	220,186	-	220,186
Temp Debt Obligation Fund	433,067	-	433,067
Authority Loan Fund	96,148	-	96,148
P3 Reserve Fund	16,129,157	-	16,129,157
SRF Loan Reserve Fund	2,289,412	-	2,289,412
Revenue Fund	1,195	-	1,195
Prepaid Expense	4,973,687	-	4,973,687
Total assets	220,326,886	213,792	220,540,678
Liabilities			
Vouchers payable	1,478,390	-	1,478,390
Retainage payable	113,692	-	113,692
Rent Deposit	15,862	-	15,862
Deferred Revenue	11,500	-	11,500
Total liabilities	1,619,444	-	1,619,444
NET POSITION	\$ 218,707,441	\$ 213,792	\$ 218,921,233

Summary Of Expenses
EXP-2023-09

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	9/28/2023	330753	Cass County Government	\$86,914.54	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$86,914.54			
770-7910-429.20-01	9/28/2023	330753	Cass County Government	\$7,656.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,656.00			
770-7910-429.20-03	9/28/2023	330753	Cass County Government	\$200.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$200.00			
770-7910-429.20-06	9/28/2023	330753	Cass County Government	\$36.50	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$36.50			
770-7910-429.21-01	9/28/2023	330753	Cass County Government	\$5,254.38	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$5,254.38			
770-7910-429.21-02	9/28/2023	330753	Cass County Government	\$1,228.86	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,228.86			
770-7910-429.22-07	9/28/2023	330753	Cass County Government	\$10,655.71	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$10,655.71			
770-7910-429.33-37	9/14/2023	330417	HighRoad Partners, LLC	\$700.00	SEPT HR PARTNER FEE	V09701	HR SERVICES
Other Services / HR Services				\$700.00			
770-7910-429.34-15	9/7/2023	330267	Marco Technologies	\$2,042.84	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	9/28/2023	330756	CONSOLIDATED COMMUNI	\$470.00	ACCT #7011500113/0	V00106	EXECUTIVE DIRECTOR
Technical Services / Computer Services				\$2,512.84			
770-7910-429.53-20	9/28/2023	330753	Cass County Government	\$642.91	MISC DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$642.91			
770-7910-429.56-60	9/28/2023	330753	Cass County Government	\$1,522.36	MISC DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$1,522.36			
770-7910-429.57-60	9/28/2023	330753	Cass County Government	\$926.17	MISC DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Exp				\$926.17			

Summary Of Expenses
EXP-2023-09

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.61-10	9/28/2023	330753	Cass County Government	\$4.99	MISC DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$4.99			
770-7910-429.68-30	9/28/2023	330753	Cass County Government	\$250.71	MISC DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$250.71			
770 Subtotal				\$118,505.97			
790-7910-429.33-20	9/21/2023	330573	EIDE BAILLY LLP	\$9,777.50	DIVERSION AUDIT SERVICES	V06404	2022 AUDIT
Other Services / Accounting Services				\$9,777.50			
790-7910-429.33-25	10/5/2023	1059	OHNSTAD TWICHELL PC	\$97,783.81	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$97,783.81			
790-7910-429.34-20	9/14/2023	330439	Michael H Klein	\$1,350.00	PUBLIC OUTREACH/COMMUNCA	V07201	COMMUNICATION CONSULTING
	9/21/2023	330653	Neon Loon Communications, LL	\$14,097.50	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	9/28/2023	330746	C THREE MEDIA, LLC	\$12,867.03	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$28,314.53			
790-7910-429.34-56	9/25/2023	ES09230	City of Fargo	\$16,974.00	FISCAL AGENT FEE - 09/23	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$16,974.00			
790-7910-429.38-68	9/14/2023	330404	GA Group, PC	\$4,000.00	GOVT RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	9/14/2023	330346	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7910-429.52-30	9/27/2023	ES09230	AON RISK SERVICES CENTR	(\$4,449,825.09)	RECORD AON INSURANCE PMT	V00102	General & Admin. WIK
Insurance / General Liability				(\$4,449,825.09)			
790-7910-429.54-40	9/21/2023	330588	FORUM COMMUNICATIONS	\$1,750.00	DIVERSION ADS	V11501	MARKETING SERVICES
Advertising / Other Advertising				\$1,750.00			

Summary Of Expenses
EXP-2023-09

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7915-429.33-05	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$226,457.43	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$98,606.51	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	10/5/2023	330918	MOORE ENGINEERING INC	\$500.00	MOORE ENGINEEREING INC	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$325,563.94			
790-7915-429.38-99	9/28/2023	330859	UNITED STATES GEOLOGIC	\$64,922.50	WATER QUALITY MONITORING	V02203	WATER QUALITY MONITORING
Other Services / Other Services				\$64,922.50			
790-7920-429.33-05	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$39,144.00	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$13,928.50	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$53,072.50			
790-7920-429.33-79	9/7/2023	330213	CH2M Hill Engineers Inc	\$490,381.15	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	9/7/2023	330213	CH2M Hill Engineers Inc	\$608,691.54	P3 SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,099,072.69			
790-7930-429.33-05	9/7/2023	330194	ADVANCED ENGINEERING I	\$166,804.00	DIVERSION ENG SERVICES	V00302	PROGRAM MGMT SERVICES
	9/14/2023	330344	ADVANCED ENGINEERING I	\$173,078.14	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$45,431.08	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$13,549.28	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	9/28/2023	330755	MOORE ENGINEERING INC	\$45,409.24	MOORE ENGINEERING, INC	V10601	CITY OF CHRISTINE MOU
	10/5/2023	330918	HDR Engineering, Inc.	\$33,802.15	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
	10/5/2023	330918	SRF Consulting Group	\$37,081.55	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$515,155.44			
790-7930-429.33-25	9/28/2023	330755	Swanson & Warcup	\$2,014.50	SWANSON & WARCUP	V10601	CITY OF CHRISTINE MOU
	10/5/2023	330918	Larkin Hoffman Attorneys	\$20,012.55	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	10/5/2023	330918	OHNSTAD TWICHELL PC	\$110,786.36	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$132,813.41			
790-7930-429.33-32	10/5/2023	330918	CROWN APPRAISALS	\$1,000.00	CROWN APPRAISALS, INC.	V01201	Cass Joint Water ROE
	10/5/2023	330918	INTEGRA REALTY RESOURC	\$2,975.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
	10/5/2023	330918	Patchin Messner Valuation Coun	\$3,750.00	PATCHIN MEDDNER VALUATION	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$7,725.00			

Summary Of Expenses
EXP-2023-09

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-79	9/7/2023	330213	CH2M Hill Engineers Inc	\$38,907.14	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$38,907.14			
790-7930-429.38-99	10/5/2023	330918	Building & Grounds Managemen	\$5,000.00	BUILDINGS & GROUNGS MANAG	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	Title Company	\$200.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$5,200.00			
790-7930-429.52-10	10/5/2023	330918	DAWSON INSURANCE AGEN	\$5.00	MARSH MCLENNAN	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$5.00			
790-7930-429.52-70	9/14/2023	330514	Watts and Associates, Inc.	\$6,604.58	CROP INS COMP PROGRAM	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$6,604.58			
790-7930-429.61-50	10/5/2023	330918	CASS COUNTY JOINT WATE	\$44.14	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
General Supplies / Postage				\$44.14			
790-7930-429.62-51	9/21/2023	330550	Cass County Electric Cooperativ	\$113.00	HORACE ELEVATOR	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	Cass County Electric Cooperativ	\$174.48	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$287.48			
790-7930-429.67-11	10/5/2023	330918	0839 - MUELLER	\$365.00	CLAUDIA MUELLER	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	1112 - TERRY M & KRISTIE	\$136,615.00	TERRY & KRISTI SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	1113 - TERRY M & KRISTIE	\$136,615.00	TERRY & KRISTI SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	1916 - RICHARD 1	\$20,650.00	MINN-DAK MOVERS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$294,245.00			
790-7930-429.67-12	10/5/2023	330918	8385 - ERIC J SCORE	\$35,830.05	SCORE BROS CONSTRUCTION	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$35,830.05			
790-7930-429.71-30	10/5/2023	330918	0839 - MUELLER	\$1,612.90	CLAUDIA MUELLER	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	0952N - PATSY G GUST LIVI	\$85,724.87	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$87,337.77			

Summary Of Expenses
EXP-2023-09

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-31	10/5/2023	330918	1367 - RAEDER, RANDY D &	\$119,865.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	1882 - COSSETTE 5	\$233,680.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	7208 - SCHMIDT AND SONS I	\$113,235.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	9227 - ODEGAARD 1	\$68,714.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	10/5/2023	330918	9228 - ODEGAARD 1	\$68,714.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$604,208.00			
790-7930-429.73-20	9/28/2023	330784	INDUSTRIAL BUILDERS INC	\$257,222.00	PROP STRUCTURE MITIGATION	V06005	PROPERTY REMOVALS - WP38A
Infrastructure / Site Improvements				\$257,222.00			
790-7931-429.33-05	10/5/2023	330922	Prosource Technologies, Inc	\$9,342.50	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	10/5/2023	330922	SRF Consulting Group	\$17,152.50	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$26,495.00			
790-7931-429.33-25	10/5/2023	330922	OHNSTAD TWICHELL PC	\$60,320.69	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$60,320.69			
790-7931-429.33-32	10/5/2023	330922	CROWN APPRAISALS	\$51,500.00	CROWN APPRAISALS	V06201	MCCJPA - MN ROE
	10/5/2023	330922	CROWN APPRAISALS	\$31,500.00	CROWN APPRAISALS, INC	V06201	MCCJPA - MN ROE
	10/5/2023	330922	CROWN APPRAISALS	\$53,500.00	CROWN APPRAISALS, INC.	V06201	MCCJPA - MN ROE
	10/5/2023	330922	Patchin Messner Valuation Coun	\$7,500.00	PATCHIN MESSNER APPRAISAL	V06201	MCCJPA - MN ROE
Other Services / Appraisal Services				\$144,000.00			
790-7931-429.54-10	10/5/2023	330922	BARNESVILLE RECORD-RE	\$36.00	BARNESVILLE RECORD REVIEW	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$36.00			
790-7931-429.62-51	10/5/2023	330922	RED RIVER VALLEY COOPE	\$51.94	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$51.94			
790-7931-429.71-31	10/5/2023	330922	7106 - KYLE AFFIELD	\$6,198.65	THE TITLE CO	V02301	MN LAND PURCHASES
	10/5/2023	330922	7212 - LOUIS GRUENBERG	\$2,256.00	THE TITLE CO	V02301	MN LAND PURCHASES
Land / Easements				\$8,454.65			
790-7931-429.73-20	9/28/2023	330784	INDUSTRIAL BUILDERS INC	\$70,000.00	PROP STRUCTURE MITIGATION	V06005	PROPERTY REMOVALS - WP38A
Infrastructure / Site Improvements				\$70,000.00			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7940-429.33-06	9/7/2023	330207	BRAUN INTERTEC CORP	\$2,479.75	MATERIALS TESTING	V00407	TASK ORDER #5
	9/21/2023	330541	BRAUN INTERTEC CORP	\$1,509.75	PROF SRVCS 08/2023	V00407	TASK ORDER #5
Other Services / Quality Testing				\$3,989.50			
790-7941-429.33-05	9/14/2023	330364	HOUSTON ENGINEERING IN	\$76,969.04	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFI
	9/14/2023	330364	HOUSTON ENGINEERING IN	\$50,414.35	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Engineering Services				\$127,383.39			
790-7950-429.33-05	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$4,248.45	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	9/21/2023	330675	MOORE ENGINEERING INC	\$8,741.57	REIMB MOORE ENG INVOICE	V08801	RUSH RIVER-DRAIN EXPENSE
	9/28/2023	ES09230	City of Fargo	\$3,751.67	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$16,686.33	HOUSTON ENGINEERING INC	V05433	NR24B - LIFT STAT 11 & 57
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$4,045.00	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$2,961.38	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$72,979.34	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$3,985.76	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$3,436.63	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
	9/28/2023	ES09230	HOUSTON ENGINEERING IN	\$28,098.50	HOUSTON ENGINEERING INC	V05431	STORM LIFT IMPR #47 & #48
	9/29/2023	WP09230	City of Fargo	\$1,097.25	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	9/29/2023	WP09230	HOUSTON ENGINEERING IN	\$79,092.68	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
Other Services / Engineering Services				\$229,124.56			
790-7950-429.33-06	9/14/2023	330363	BRAUN INTERTEC CORP	\$48,661.25	2023 P3 COMPLIANCE CHKNG	V00406	TASK ORDER #4
	9/21/2023	330541	BRAUN INTERTEC CORP	\$101,732.75	PROF SRVCS 08/2023	V00406	TASK ORDER #4
Other Services / Quality Testing				\$150,394.00			
790-7950-429.33-25	9/14/2023	330495	OHNSTAD TWICHELL PC	\$562.50	REIMB OHNSTAD TWICHELL	V12201	SE CASS WRD MOU
	9/28/2023	ES09230	Serkland Law Firm	\$70.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
Other Services / Legal Services				\$633.00			
790-7950-429.33-32	9/29/2023	WP09230	Jorge Pagan	\$6,000.00	PAGAN, JORGE L	V05432	STORM LIFT IMPR #27
Other Services / Appraisal Services				\$6,000.00			

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790-7950-429.34-76	9/28/2023	ES09230	City of Fargo	\$901.20	City of Fargo	V05409	FLOOD MIT-WOODCREST DRIVE
Technical Services / Televised Swr Inspection				\$901.20			
790-7950-429.38-99	9/29/2023	WP09230	BRAUN INTERTEC CORP	\$942.75	P CARD BMO	V05413	FLOOD MIT-52ND AVE/UNV DR
	9/29/2023	WP09230	XCEL ENERGY-FARGO	\$7,532.39	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
Other Services / Other Services				\$8,475.14			
790-7950-429.41-05	9/7/2023	330211	Cass Rural Water	\$35.26	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$35.26			
790-7950-429.54-10	9/28/2023	ES09230	FORUM COMMUNICATIONS	\$551.61	P CARD BMO	V05401	DEMOLITION/LEVEE-HARWOOD
Advertising / Legal Publications				\$551.61			
790-7950-429.71-30	9/28/2023	ES09230	SADIE & JONATHAN ERICKS	\$600.00	ERICKSON, SADIE	V05409	FLOOD MIT-WOODCREST DRIVE
	9/29/2023	WP09230	JESSICA & DARRELL JOHNS	\$300.00	JOHNSON, JESSICA L & DARR	V05409	FLOOD MIT-WOODCREST DRIVE
	9/29/2023	WP09230	MARK MCCOURT	\$1,058.00	MCCOURT, MARK	V05409	FLOOD MIT-WOODCREST DRIVE
Land / Land Purchases				\$1,958.00			
790-7950-429.73-20	9/7/2023	330301	Schmidt and Sons Inc.	\$148,750.00	DIVERSION WP-52B	V03807	AAB SITE - DELIVERING FILL
Infrastructure / Site Improvements				\$148,750.00			
790-7950-429.73-52	9/28/2023	ES09230	INDUSTRIAL BUILDERS INC	\$254,474.57	INDUSTRIAL BUILDERS INC	V05409	FLOOD MIT-WOODCREST DRIVE
	9/29/2023	WP09230	INDUSTRIAL BUILDERS INC	\$13,020.74	INDUSTRIAL BUILDERS INC	V05409	FLOOD MIT-WOODCREST DRIVE
Infrastructure / Flood Control				\$267,495.31			
790-7950-429.73-70	9/7/2023	330211	Cass Rural Water	\$5,744.72	DISCONNECTS	V05011	WP38B WATER DISCONNECTS
	9/7/2023	330211	Cass Rural Water	\$94,815.95	UTILITY RELOCATION	V05010	RYAN RICHARDS RELOCATION
	9/7/2023	330279	NUSTAR PIPELINE OPERATI	\$40,072.63	CHANNEL PIPELINE	V06301	CHANNEL UTILITY RELOCATN
	9/21/2023	330550	Cass County Electric Cooperativ	\$49,002.97	THREE PHASE POWER SERVICE	V04711	OHB MAIN AVE & 51ST ST SE
	9/21/2023	330551	Cass Rural Water	\$37,750.47	DRAIN 27 & DIVERSION INLET	V05004	SE-2A, DRAIN 27, & INLET
	9/28/2023	330754	Cass Rural Water	\$2,872.36	WP-38B DISCONNECTS	V05011	WP38B WATER DISCONNECTS
Infrastructure / Utilities				\$230,259.10			
790-7951-429.73-70	9/7/2023	330209	Cass County Electric Cooperativ	\$5,966.37	LINE RETIREMENT	V04712	OIN 858 LINE RETIREMENT
Infrastructure / Utilities				\$5,966.37			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7952-429.33-05	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$8,671.78	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$8,671.78			
790-7952-429.73-70	9/21/2023	330550	Cass County Electric Cooperativ	\$15,726.62	OXBOW PUMP HOUSE	V04713	OXBOW PUMP HOUSE
Infrastructure / Utilities				\$15,726.62			
790-7955-429.33-05	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$145.00	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$145.00			
790-7959-429.38-99	9/28/2023	ES09230	XCEL ENERGY-FARGO	\$97.65	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
	9/28/2023	ES09230	XCEL ENERGY-FARGO	\$17.09	XCEL ENERGY	V05430	STORM LIFT IMPROVMNTS #15
	9/29/2023	WP09230	XCEL ENERGY-FARGO	\$34.18	XCEL ENERGY	V05430	STORM LIFT IMPROVMNTS #15
Other Services / Other Services				\$148.92			
790-7959-429.54-10	9/28/2023	ES09230	FORUM COMMUNICATIONS	\$556.47	PCARD - Forum	V05431	STORM LIFT IMPR #47 & #48
Advertising / Legal Publications				\$556.47			
790-7959-429.71-30	9/28/2023	ES09230	City of Fargo	\$216,466.27	City of Fargo	V05431	STORM LIFT IMPR #47 & #48
Land / Land Purchases				\$216,466.27			
790-7959-429.73-52	9/28/2023	ES09230	Rick Electric Inc	\$64,030.00	RICK ELECTRIC INC	V05406	DRAIN 27 LIFT STATION #56
	9/29/2023	WP09230	Key Contracting Inc	\$1,360,269.58	KEY CONTRACTING INC	V05406	DRAIN 27 LIFT STATION #56
	9/29/2023	WP09230	Key Contracting Inc	\$52,250.00	KEY CONTRACTING INC	V05431	STORM LIFT IMPR #47 & #48
Infrastructure / Flood Control				\$1,476,549.58			
790-7990-429.33-05	9/7/2023	330205	BNSF RAILWAY CO	\$4,046.56	PRELIM ENGINEERIING SERVICE	V11101	PRELIMINARY ENGINEERING
	9/21/2023	330599	HOUSTON-MOORE GROUP L	\$42,357.45	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	10/5/2023	330918	MOORE ENGINEERING INC	\$2,080.00	MOORE ENGINEERING INC	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$48,484.01			
790-7990-429.33-25	10/5/2023	1059	OHNSTAD TWICHELL PC	\$25,024.89	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$25,024.89			
790-7990-429.33-47	9/28/2023	330833	Program Advisor Services, LLC	\$54,460.00	DIVERSION CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$54,460.00			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.34-57	9/26/2023	22170	BANK OF NORTH DAKOTA	\$16,974.00	BND TRUSTEE FEE 09/2023	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$16,974.00			
790-7998-555.90-81	9/25/2023	ES09230	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-SEP	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$2,592,398.65			

Total Amount Invoiced this period:	\$2,710,904.62	
	\$0.00	Less Paid Retainage
	\$2,710,904.62	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	\$332,520,400.14	\$332,520,400.14	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$152,240,026.12	\$109,508,724.14	\$42,731,301.98	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,530,504.39	\$69,378,991.62	\$25,151,512.77	Engineering Services
INDUSTRIAL BUILDERS INC	\$62,229,823.22	\$62,105,016.55	\$124,806.67	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
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$36,764,780.00	\$36,764,780.00	\$0.00	Debt Service
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
OHNSTAD TWICHELL PC	\$20,557,395.68	\$20,557,395.68	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
KEY CONTRACTING INC	\$16,788,773.69	\$16,788,773.69	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
ADVANCED ENGINEERING INC	\$14,379,176.00	\$11,133,963.21	\$3,245,212.79	Lands Management and Public Outreach
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	\$7,618,566.44	\$7,612,927.69	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$6,684,873.21	\$6,104,092.73	\$580,780.48	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,065,866.44	\$2,830,846.28	\$3,235,020.16	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,876,280.98	\$5,859,431.86	\$16,849.12	Utility Relocation
CASS RURAL WATER	\$5,417,304.00	\$5,411,559.28	\$5,744.72	Utilities and Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,003,678.20	\$373,321.80	P3 Financial Advisory Services
BRAUN INTERTEC CORP	\$4,846,833.00	\$1,527,993.02	\$3,318,839.98	Materials Testing
HOUSTON ENGINEERING INC	\$4,823,537.17	\$4,823,537.17	\$0.00	Engineering Services
PROSOURCE TECHNOLOGIES, INC	\$4,298,291.71	\$3,182,385.26	\$1,115,906.45	Land Acquisition 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
CASS COUNTY GOVERNMENT	\$3,615,380.44	\$3,615,380.44	\$0.00	Gravel on County Rd 17 Bypass
MAGELLAN PIPELINE	\$3,607,000.00	\$2,852,375.85	\$754,624.15	Utility Relocation
CENTURYLINK COMMUNICATIONS	\$3,600,193.81	\$3,600,193.71	\$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 (DB-1011)
PLENARY AMERICAS USA LTD	\$3,000,000.00	\$3,000,000.00	\$0.00	Stipend Payment for P3 RFP
SELLIN BROS INC	\$2,814,909.59	\$2,814,909.59	\$0.00	Riverwood Flood Risk Project - Construction
SCHMIDT AND SONS INC.	\$2,673,045.60	\$2,107,167.76	\$565,877.84	Residential Demolition in Oxbow
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
CASS COUNTY ELECTRIC COOPERATIVE	\$2,570,513.11	\$1,784,483.91	\$786,029.20	Electrical Services
HDR ENGINEERING, INC.	\$2,478,606.52	\$1,774,125.94	\$704,480.58	Engineering Services
CROWN APPRAISALS	\$2,433,230.00	\$2,017,030.00	\$416,200.00	Flowage Easements Valuation and Appraisal Services
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
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	\$1,836,790.22	\$169,492.65	Program Consulting Services
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
ACONEX (NORTH AMERICA) INC	\$1,670,793.92	\$1,207,471.01	\$463,322.91	Electronic Data Mgmt and Record Storage System
ULTEIG ENGINEERS INC	\$1,644,157.63	\$1,445,657.09	\$198,500.54	Land Acquisition Services
CASS COUNTY JOINT WATER RESOURCE DI	\$1,618,808.28	\$1,618,808.28	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
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	\$1,560,586.42	\$36,838.58	Permits for In-Town Levee Projects
AECOM	\$1,401,419.14	\$950,353.97	\$451,065.17	Cultural Resources Investigations
CASS COUNTY TREASURER	\$1,366,146.82	\$1,366,146.82	\$0.00	Property Taxes
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$411,210.00	\$921,630.00	Water Level Discharge Collection & Stage Gage Installation
AON RISK SERVICES CENTRAL INC	\$1,328,940.33	\$1,250,003.83	\$78,936.50	Risk Advisory Services P3 Pre-Award

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Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
XCEL ENERGY-FARGO	\$1,258,890.89	\$1,212,290.89	\$46,600.00	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	\$1,078,777.97	\$1,078,777.97	\$0.00	Utility Relocation
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
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
MINNKOTA POWER COOPERATIVE	\$840,269.48	\$565,269.48	\$275,000.00	Utility Relocation
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
COMPASS LAND CONSULTANTS, INC	\$804,820.00	\$627,389.43	\$177,430.57	Property Appraisal Services
LARKIN HOFFMAN ATTORNEYS	\$769,700.33	\$769,700.33	\$0.00	Legal Services
CC STEEL, LLC	\$742,873.86	\$742,873.86	\$0.00	Lift Station Improvements
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
CITY OF HORACE	\$701,840.00	\$701,840.00	\$0.00	Infrastructure Fund
RED RIVER VALLEY ALLIANCE LLC	\$695,113.30	\$695,113.30	\$0.00	P3 Developer payments
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services
PATCHIN MESSNER VALUATION COUNSELORS	\$644,212.50	\$483,446.25	\$160,766.25	Property Appraisal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
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
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
BORDER STATES PAVING, INC	\$502,448.91	\$9,198.91	\$493,250.00	Street repairs
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA CO.	\$491,334.67	\$491,334.67	\$0.00	General Landscaping and Planting (WP-42G)
BANK OF NORTH DAKOTA	\$477,493.09	\$477,493.09	\$0.00	Legal review fees

Data Through Date: Friday, September 29, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
BUFFALO-RED RIVER WATERSHED DISTRICT	\$473,287.89	\$473,287.89	\$0.00	Retention Projects - Engineering Services
RED RIVER VALLEY COOPERATIVE ASSOC	\$450,614.99	\$450,614.99	\$0.00	Electricity - Home Buyouts
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
NEON LOON COMMUNICATIONS, LLC	\$437,065.00	\$264,484.37	\$172,580.63	Communications Support
CLAY COUNTY AUDITOR	\$426,760.03	\$426,760.03	\$0.00	Property Taxes - MN
C THREE MEDIA, LLC	\$394,063.70	\$265,943.43	\$128,120.27	Videography Services
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
BEAVER CREEK ARCHAEOLOGY	\$369,370.25	\$369,370.25	\$0.00	Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	\$356,145.00	\$356,145.00	\$0.00	Ag Risk Study Services
WATTS AND ASSOCIATES, INC.	\$350,000.00	\$305,856.71	\$44,143.29	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
INTEGRA REALTY RESOURCES	\$320,750.00	\$260,725.00	\$60,025.00	Property Appraisal Services
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
RICK ELECTRIC INC	\$293,829.50	\$293,829.50	\$0.00	Riverwood Flood Risk Project - Electrical
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
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
FORUM COMMUNICATIONS	\$248,913.75	\$241,913.75	\$7,000.00	Advertising Services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
NORTHERN IMPROVEMENT COMPANY	\$235,531.95	\$235,531.95	\$0.00	CR-17 asphalt paving
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
WILLIAM D. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING

Data Through Date: Friday, September 29, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
PLEASANT TOWNSHIP	\$208,207.85	\$208,207.85	\$0.00	Building Permit Application
DAWSON INSURANCE AGENCY	\$200,690.72	\$200,690.72	\$0.00	Property Insurance - Home Buyouts
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
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
MICHAEL H KLEIN	\$189,965.25	\$82,446.10	\$107,519.15	Communications Support
SERKLAND LAW FIRM	\$189,803.71	\$189,803.71	\$0.00	Legal services
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
RED RIVER COMMUNICATIONS	\$160,943.20	\$0.00	\$160,943.20	Fiber Relocation
GA GROUP, PC	\$156,229.32	\$144,229.32	\$12,000.00	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
JT LAWN SERVICE LLC	\$138,976.44	\$91,804.00	\$47,172.44	Mowing and weed control
EIDE BAILLY LLP	\$131,643.25	\$104,420.75	\$27,222.50	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
JORGE PAGAN	\$109,500.00	\$109,500.00	\$0.00	Appraisal services

Data Through Date: Friday, September 29, 2023

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MAPLETON TOWNSHIP	\$108,030.00	\$108,030.00	\$0.00	Lost tax revenue and attorney fees
TINJUM APPRAISAL COMPANY, INC.	\$106,000.00	\$106,000.00	\$0.00	Property Appraisal Services
DAVID CLARDY	\$105,215.05	\$105,215.05	\$0.00	Home buyouts - easement

138 Vendors

Report Totals:

\$1,065,476,176.79

\$977,943,198.75

\$87,532,978.04

Data Through Date: Friday, September 29, 2023

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
BIOGEO	423	212	131	81%	80	\$1,097,231
BIOGEO	293	211	2	73%	80	\$325,546
HC	130	1	129	100%	0	\$771,685
CHANNEL	706	498	206	100%	2	\$99,825,202
ENV	1	0	0	0%	1	\$0
HC	229	23	206	100%	0	\$3,559,111
LAP01	132	132	0	100%	0	\$8,026,504
LAP02	102	101	0	99%	1	\$13,564,816
LAP03	85	85	0	100%	0	\$23,532,267
LEGACY	156	156	0	100%	0	\$51,141,254
SheyMit	1	1	0	100%	0	\$1,250
Habitat Improve	17	1	0	6%	16	\$2,000
Habitat_Shey	17	1	0	6%	16	\$2,000
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	405	331	35	90%	39	\$72,069,902
DRAIN 27	39	39	0	100%	0	\$14,298,047
HC	40	5	35	100%	0	\$458,806
LEGACY	80	80	0	100%	0	\$13,819,481
SE_I29	10	10	0	100%	0	\$4,383,360
SE-1	43	42	0	98%	1	\$6,504,787
SE-2A	13	13	0	100%	0	\$3,369,529
SE-2B	60	55	0	92%	5	\$16,100,784
SE-3	7	6	0	86%	1	\$25,000
SE-4	39	21	0	54%	18	\$3,849,688
SE-5	16	4	0	25%	12	\$2,750
SE-INLET	9	9	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$6,305,062
SE-WRCS	10	10	0	100%	0	\$0
UMA	2	0	0	0%	2	\$500

Data Through Date: Friday, September 29, 2023

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
Sheyenne Mitigatio	3	0	0	0%	3	\$1,750
SheyMit	3	0	0	0%	3	\$1,750
WP36	2	0	0	0%	2	\$2,750
WRDAM	2	0	0	0%	2	\$2,750
WP38	1,024	256	352	59%	416	\$64,413,459
BIOGEO	2	2	0	100%	0	\$4,500
HC	356	4	352	100%	0	\$1,283,123
LEGACY	3	3	0	100%	0	\$750
UMA	571	247	0	43%	324	\$63,125,085
UMA-C	53	0	0	0%	53	\$0
UMA-W	39	0	0	0%	39	\$0
WP40	18	8	10	100%	0	\$48,923
DRAYTON	7	7	0	100%	0	\$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
WP42	56	43	0	77%	13	\$19,835,126
WP43	267	120	147	100%	0	\$79,807,670
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	148	1	147	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	\$6,452,831
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	3,061	1,476	892	77%	693	\$355,118,947

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of September 30, 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		283,253,795.80	-	5,109,571.44	(15,042,128.67)	147,427,730.49

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of September 30, 2023**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		152,106,216.41	-	2,563,701.41	(7,269,187.33)	147,427,730.49
Auditor's Lot 1 of the Southwest Quarter (SW1/4) in Section 8, Township 137 North of Range 49 West, of the Fifth Principal Meridian, said tract is also described as follows: Beginning at the Southwest section corner of said Section 8; thence North 0°00'00" East on the west section line of said Section 8 for a distance of 152.50 feet; thence South 89°56'56" East, parallel with the south section line of said Section 8 for a distance of 720 feet; thence South 00°00'00" East, parallel with West section line of said Section 8 for a distance of 152.50 feet; to the South section line of said Section 8; thence North 89°56'56" West on the south section line of said Section 8 for a distance of 720 feet to the point of beginning.	6/29/2023	153,390.50				
N1/2 SE1/4 Sec 29 137N 48W, Holy Cross Twp, Clay County, MN	8/3/2023	372,653.83				
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian, Cass County North Dakota	8/31/2023	4,045,125.04				
All that part of the fractional N% of Section 31, Township 137 North, Range 48 West of the 5" P.M., Clay County, Minnesota,	8/31/2023	2,203,072.86				
		<u>348,019,569.91</u>	-	39,880,699.23	(15,419,836.54)	<u>372,480,432.60</u>
				Property Management Expense		5,564,825.21
					Grand Total	<u><u>\$ 378,045,257.81</u></u>

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of September 30, 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	\$ 29,263,195.00	\$ 29,263,195.00
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
			\$ 180,267,449.92	\$ 179,050,010.41

Legacy Bond Fund Balance Report
As of 09/30/2023

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	\$ 17,730,945.56	\$ 23,033,844.91
April	\$ -	\$ 1,472,504.37	\$ 11,046,323.21	\$ 12,518,827.58
May	\$ -	\$ 1,450,140.38	\$ 4,548,883.57	\$ 5,999,023.95
June	\$ -	\$ 4,423,864.76	\$ 14,466,204.50	\$ 18,890,069.26
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	\$ 66,694,773.02	\$ 172,686,933.41

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
Apr 2023			\$ 18,902,416.18	\$ 18,902,416.18
Aug 2023			\$ 47,792,356.84	\$ 47,792,356.84
			\$ -	\$ -
			\$ -	\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 95,959,394.45	\$ 172,686,933.41

State Revolving Fund (SRF) Status Report
As of 9/30/2023

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	7,537,106.08
Available Balance Remaining	\$	44,096,893.92

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
4	11-Feb through 30-Apr. 2023	\$ 1,571,027.21	25-Jul-23
Total		\$ 7,508,011.29	

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
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	21-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,122.00	21-Aug-23
Total		\$ 7,537,106.08	

Finance Committee Bills from October 2023

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #113 CCJWRD	\$	17,276,409.17
City of Fargo	Reimburse complementary in-town flood projects	\$	2,820,631.91
Clay County	Diversion bills – Request #34 MCCJPA	\$	212,939.77
City of Horace	Reimburse water improvement projects	\$	211,238.00
Ohnstad Twichell, P.C.	Legal services rendered through September 21, 2023	\$	155,695.63
NuStar Pipeline	Reimburse utility relocation costs related to MOU	\$	7,819.76
Rush River Water Resource District	Reimburse engineering services related to MOU	\$	2,411.50
Cass County	Reimburse misc expenses from Diversion Authority office	\$	1,481.22
			<hr/>
Total Bills Received through October 18, 2023		\$	<u>20,688,626.96</u>



Cass County
Joint Water
Resource
District

SENT VIA EMAIL

October 3, 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
Oxbow-Hickson-Bakke Ring Levee Project

Jacob Gust
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$17,276,409.17 regarding the above referenced projects. The breakdown is as follows:

Rick Steen
Manager
Fargo, North Dakota

Metro Flood Diversion	\$17,275,284.17
Oxbow-Hickson-Bakke Ring Levee	1,125.00

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

Enclosures

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							10/3/2023
Invoice	Invoice	Invoice	Project				
Paid	Date	No.	No.	Amount	Vendor	Description	
9/5/2023				(779,100.00)	Clerk of District Court	return of funds on deposit for OIN 9736/9737	
9/25/2023				(368,300.00)	Clerk of District Court	return of funds on deposit for OIN 1087/1093/1095/5002	
9/19/2023	8/31/2023	190895	130007	22,748.91	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition	
9/19/2023	8/31/2023	190897	160007	1,035.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains	
9/19/2023	8/31/2023	190898	160007	275.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
9/19/2023	8/31/2023	190899	160007	280.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
9/19/2023	8/31/2023	190900	160007	1,569.00	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
9/19/2023	8/31/2023	190901	170007	36,695.93	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
9/19/2023	8/31/2023	190902	187007	1,090.50	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment	
9/19/2023	8/31/2023	190903	197007	70.50	Ohnstad Twichell, P.C.	Legal-ROW Wild Rice Structure	
9/19/2023	8/31/2023	190904	207007	247.50	Ohnstad Twichell, P.C.	Legal-I-29 Grade Raise	
9/19/2023	8/31/2023	190905	207007	675.00	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
9/19/2023	8/31/2023	190906	237007	1,417.50	Ohnstad Twichell, P.C.	Legal-FM Diversion MLGC Dispute	
9/19/2023	8/31/2023	34915	19706	335.00	Moore Engineering, Inc.	Engineering - MOU	
9/19/2023	8/31/2023	34916	19706	5,341.25	Moore Engineering, Inc.	Engineering - Task 2-P3 Legal Drain Inlet Technical Reviews	
9/19/2023	9/5/2023	1200552564		33,843.52	HDR Engineering Inc	TO 1 Property Acquisition Services	
9/19/2023	8/15/2023	ARIV1015714	R12.00049	12,744.50	Ulteig Engineers, Inc.	TO 2 Project mgmt and ROW Services	
9/19/2023	7/31/2023	1941	3283-00	18,255.00	ProSource Technologies, LLC	TO 2 Project mgmt and ROW Services	
9/15/2023	9/15/2023			9,519,771.08	The Title Company	Richard Farm Flowage Easement	
9/15/2023	9/15/2023			2,384,298.00	The Title Company	6 G Farms RIMP Loans	
9/15/2023	9/15/2023			2,032,792.00	The Title Company	Sauvageau property exchange	
9/15/2023	9/15/2023			692,792.00	The Title Company	Sauvageau RIMP Loan	
9/15/2023	9/6/2023			50,000.00	Brett and Heidi Odegaard	relocation expenses	
9/19/2023	8/31/2023	2398290		13,540.89	Marsh McLennan Agency	liability insurance update	
9/19/2023	8/31/2023	2398296		2,481.68	Marsh McLennan Agency	liability insurance update	
9/15/2023	9/11/2023			1,000.00	Lindy Reiersen	security deposit refund OIN 9405	
9/29/2023	9/8/2023	826611	38810.00028	326.70	Larkin Hoffman Attorneys	Legal-Alm Flowage Easement	
9/29/2023	9/8/2023	826605	38810.00013	491.00	Larkin Hoffman Attorneys	Legal-Berg Flowage Easement	
9/29/2023	9/8/2023	826606	38810.00014	196.00	Larkin Hoffman Attorneys	Legal-Brungard/Nelson Flowage Easement	
9/29/2023	9/8/2023	826612	38810.00029	39.50	Larkin Hoffman Attorneys	Legal-Christianson Flowage Easement	
9/29/2023	9/8/2023	826614	38810.00043	592.50	Larkin Hoffman Attorneys	Legal-Penny Cirks	
9/29/2023	9/8/2023	826602	38810.00007	2,251.50	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten	
9/29/2023	9/8/2023	826604	38810.00012	1,185.00	Larkin Hoffman Attorneys	Legal-Hanson Flowage Easement	
9/29/2023	9/8/2023	826607	38810.00016	159.00	Larkin Hoffman Attorneys	Legal-Israelson, Gary and Nancy Flowage Easement	
9/29/2023	9/8/2023	826608	38810.00018	316.00	Larkin Hoffman Attorneys	Legal-Kalinowski, Mathew and Stephanie Flowage Easement	
9/29/2023	9/8/2023	826609	38810.00024	79.00	Larkin Hoffman Attorneys	Legal-Ness Family Trust Flowage Easement	
9/29/2023	9/8/2023	826610	38810.00025	361.25	Larkin Hoffman Attorneys	Legal-Olson Leif and Danelle Flowage Easement	
9/29/2023	9/8/2023	826603	38810.00011	276.50	Larkin Hoffman Attorneys	Legal-Kelley and Debra Perhus (OIN 5014/5015)	
9/29/2023	9/8/2023	826613	38810.00031	355.50	Larkin Hoffman Attorneys	Legal-Larry and Susan Richard - Eminent Domain	
9/29/2023	9/8/2023	826601	38810.00004	4,055.50	Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land	
9/29/2023	9/8/2023	826615	38810.00045	118.50	Larkin Hoffman Attorneys	Legal-Becca Saunders	
9/29/2023	9/8/2023	826600	38810.00001	79.00	Larkin Hoffman Attorneys	Legal-Acquisition of Property from Terry and Kristi Sauvageau	
9/29/2023	8/31/2023	13783.00-40		44,404.75	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services	
9/29/2023	9/1/2023	4955		8,500.00	Crown Appraisals, Inc.	Task Order 6, Amendment 3 - flowage easement reports	
9/29/2023	9/29/2023			2,051,420.50	The Title Company	Richard exchange	
9/29/2023	9/29/2023			1,025,475.00	The Title Company	Richard RIMP Loan	
9/29/2023	9/29/2023			20,685.00	The Title Company	Falk flowage easement	
10/2/2023	9/28/2023			315,000.00	ND Petroleum Equipment	propane service to OIN 1093	
10/2/2023	9/20/2023			10,225.00	Crate Construction Services LLC	relocation reimbursement OIN 2014	
9/29/2023	9/20/2023			38,299.63	Terry and Kristi Sauvageau	relocation reimbursement OIN 1112/1113	
9/28/2023	9/29/2023			53,575.50	Terry and Kristi Sauvageau	Sauvagea Farm Lease reimbursement	
9/29/2023	9/20/2023			10,000.00	Joseph & Jolene Sauvageau	relocation reimbursement OIN 1112/1113	
9/29/2023	9/25/2023			750.00	Gene and Brenda Sauvageau	return deposit on OIN 825	
9/29/2023	9/14/2023	1132078		79.89	Cass County Electric Cooperative	Service to 4701 124 Av S	
9/29/2023	9/14/2023	1132241		60.04	Cass County Electric Cooperative	Service to 5251 174 1/2 AV SE	
9/29/2023	8/14/2023	1126250		26.65	Cass County Electric Cooperative	Service to 17025 50 ST SE	
			Total	17,275,284.17			
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice	Invoice	Invoice	Purchase	Project			
Paid	Date	No.	Order No.	No.	Amount	Vendor	Description
9/19/2023	8/31/2023	190896		140007	1,125.00	Ohnstad Twichell, P.C.	Legal services
				Total	1,125.00		
				Grand Total	17,276,409.17		



FINANCE OFFICE
 225 4th Street North
 Fargo, ND 58102
 Phone: (701) 241-1333
 E-Mail: Finance@FargoND.gov
www.FargoND.gov

October 17, 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 request #25 for reimbursement invoices paid totaling \$2,820,631.91. These costs are for work on complementary in-town flood protection projects for costs paid in September 2023.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDADM	Flood Administration Expense	1,162.45
FM15J	Belmont Flood Risk Management Project	48,495.75
FM21A	Red River Erosion Protection & Bank Stabilization	72,912.50
FM22B	Geotechnical Design - Flood Mitigation	225.00
FM22C	Lift Station 55 & 56 - Flood Mitigation	1,499,667.21
FM24A	South University Wall Rep	11,326.70
NR23A	Storm Lift Rehab - #27 & 38	1,056,400.00
NR24A	Storm Lift Rehab - #27	130,442.30
Total Expense for Period		\$2,820,631.91

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

Sincerely,

Susan Thompson
 Director of Finance, City of Fargo

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
September 1, 2023 - September 30, 2023

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	AP Accounting Period Month	AP Accounting Period Year	Bookmarked Invoice
FLDADM	FLOOD ADMINISTRATION	46035305106760	DELTA 0082175896331	1,086.40	1066	0915-092723	10/05/2023	P CARD BMO	9	2023	
FLDADM	FLOOD ADMINISTRATION	46035305106760	ALLIANZ TRAVEL INS	76.05	1066	0915-092723	10/05/2023	P CARD BMO	9	2023	
460-3530-510.57-60 - Total				1,162.45							
FLDADM - Total				1,162.45							
FM15J3	FLOOD MIT-Belmont Park	46035305103332	APPRAISAL: 1514 S RVR RD	2,500.00	330694	091523	09/21/2023	TINJUN APPRAISAL COMPANY	9	2023	11
460-3530-510.33-32 - Total				2,500.00							
FM15J3 - Total				2,500.00							
FM15J5	FLOOD MIT-Belmont Park	46035305103305	FEMA OVERAGE-100% DA AUG	750.75	ES09230002	ES09230002	09/12/2023	City of Fargo	9	2023	16
460-3530-510.33-05 - Total				750.75							
FM15J5	FLOOD MIT-Belmont Park	46035305107362	FEMA OVERAGE-100% DA AUG	45,245.00	ES09230002	ES09230002	09/12/2023	City of Fargo	9	2023	16
460-3530-510.73-62 - Total				45,245.00							
FM15J5 - Total				45,995.75							
FM21A2	FLOOD MIT-RR Erosion St/uv	46000002062000	Retainage and Retainage R	-3,837.50	330225	FM21A2 #1 071	09/07/2023	EXCAVATING INC - FARGO	9	2023	8
460-0000-206.20-00 - Total				-3,837.50							
FM21A2	FLOOD MIT-RR Erosion St/uv	46035305107366	Miscellaneous	54,700.00	330225	FM21A2 #1 001	09/07/2023	EXCAVATING INC - FARGO	9	2023	8
460-3530-510.73-66 - Total				54,700.00							
FM21A2	FLOOD MIT-RR Erosion St/uv	46035305107369	Miscellaneous	22,050.00	330225	FM21A2 #1 002	09/07/2023	EXCAVATING INC - FARGO	9	2023	8
460-3530-510.73-69 - Total				22,050.00							
FM21A2 - Total				72,912.50							
FM22B1	FLOOD MIT-Geo Tech Design	46035305103899	LABOR.SOUTHWOOD DR LS	225.00	330628	S0003525308	09/28/2023	PARSONS ELECTRIC	9	2023	14
460-3530-510.38-99 - Total				225.00							
FM22B1 - Total				225.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107352	Retainage and Retainage R	-74,857.35	330795	FM22C2 #9 094	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-0000-206.20-00 - Total				-74,857.35							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107352	Flood Mitigation	2,470.00	330795	FM22C2 #9 030	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-52 - Total				2,470.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107356	Paving	62,750.00	330795	FM22C2 #9 036	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-56 - Total				62,750.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107358	Lift Station #55	691,620.00	330795	FM22C2 #9 031	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-58 - Total				691,620.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107358	Lift Station #56	69,310.00	330795	FM22C2 #9 032	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-58 - Total				69,310.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107358	Storm Sewer	370,437.00	330795	FM22C2 #9 033	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-58 - Total				1,121,287.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107359	Flood Mitigation	8,000.00	330795	FM22C2 #9 028	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-59 - Total				8,000.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107359	Paving	183,807.00	330795	FM22C2 #9 035	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-59 - Total				183,807.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107361	Paving	12,000.00	330795	FM22C2 #9 037	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-61 - Total				12,000.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107363	Storm Sewer	13,615.00	330795	FM22C2 #9 039	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-63 - Total				13,615.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107366	Flood Mitigation	66,460.00	330795	FM22C2 #9 027	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-63 - Total				66,460.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107366	Miscellaneous	7,150.00	330795	FM22C2 #9 033	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-66 - Total				7,150.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107369	Flood Mitigation	18,000.00	330795	FM22C2 #9 029	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-69 - Total				18,000.00							
FM22C2	FLOOD MIT-LR Ltr Stair	5556/46035305107369	Miscellaneous	1,628.00	330795	FM22C2 #9 034	09/28/2023	KEY CONTRACTING INC	9	2023	12
460-3530-510.73-69 - Total				1,628.00							
FM22C2 - Total				1,422,289.71							
FM22C3	FLOOD MIT-LR Ltr Stair	5556/46000002062000	Retainage and Retainage R	-4,072.50	330841	FM22C3 #7 093	09/28/2023	RICK ELECTRIC INC	9	2023	15
460-0000-206.20-00 - Total				-4,072.50							
FM22C3	FLOOD MIT-LR Ltr Stair	5556/46035305107358	Lift Station #55 Electric	66,120.00	330841	FM22C3 #7 026	09/28/2023	RICK ELECTRIC INC	9	2023	15
460-3530-510.73-58 - Total				66,120.00							
FM22C3	FLOOD MIT-LR Ltr Stair	5556/46035305107360	Electrical	15,330.00	330841	FM22C3 #7 025	09/28/2023	RICK ELECTRIC INC	9	2023	15
460-3530-510.73-60 - Total				15,330.00							
FM22C3 - Total				77,377.50							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	201.60	330620	10194742	09/21/2023	KJL ENGINEERING, LLC	9	2023	10
460-3530-510.33-05 - Total				201.60							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	244.50	330620	10194743	09/21/2023	KJL ENGINEERING, LLC	9	2023	10
460-3530-510.33-05 - Total				244.50							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	438.95	330620	10194744	09/21/2023	KJL ENGINEERING, LLC	9	2023	10
460-3530-510.33-05 - Total				438.95							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	9,694.40	330798	10196442	09/28/2023	KJL ENGINEERING, LLC	9	2023	13
460-3530-510.33-05 - Total				9,694.40							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	747.25	330798	10196443	09/28/2023	KJL ENGINEERING, LLC	9	2023	13
460-3530-510.33-05 - Total				747.25							
FM24A0 - Total				11,326.70							
NR23A2	STRM LFT RHAB DR 27 /38 S	46000002062000	Retainage and Retainage R	-55,600.00	330254	NR23A2 #2 076	09/07/2023	KEY CONTRACTING INC	9	2023	9
460-0000-206.20-00 - Total				-55,600.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107358	Lift Station #47	425,000.00	330254	NR23A2 #2 035	09/07/2023	KEY CONTRACTING INC	9	2023	9
460-3530-510.73-58 - Total				425,000.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107363	Storm Sewer	192,000.00	330254	NR23A2 #2 037	09/07/2023	KEY CONTRACTING INC	9	2023	9
460-3530-510.73-63 - Total				192,000.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107369	Miscellaneous	495,000.00	330254	NR23A2 #2 036	09/07/2023	KEY CONTRACTING INC	9	2023	9
460-3530-510.73-69 - Total				495,000.00							
NR23A2 - Total				1,066,400.00							
NR24A0	STRM LFT RHAB	46035305103305	32nd Avenue S Recon	18,164.00	325399	NR24A0 02/07/2023	02/07/2023	APEX ENGINEERING GROUP	2	2023	1
460-3530-510.33-05 - Total				18,164.00							
NR24A0	STRM LFT RHAB	46035305103305	Engineering Services	25,316.00	326145	NR24A0 03/14/2023	03/14/2023	APEX ENGINEERING GROUP	3	2023	2
460-3530-510.33-05 - Total				25,316.00							
NR24A0	STRM LFT RHAB	46035305103305	32nd Ave S-22nd St-SL3#27	21,674.00	326910	NR24A0 04/19/2023	04/19/2023	APEX ENGINEERING GROUP	4	2023	3
460-3530-510.33-05 - Total				21,674.00							
NR24A0	STRM LFT RHAB	46035305103305	Engineering Services	17,612.00	327694	NR24A0 05/17/2023	05/17/2023	APEX ENGINEERING GROUP	5	2023	4
460-3530-510.33-05 - Total				17,612.00							
NR24A0	STRM LFT RHAB	46035305103305	Engineering Services	9,715.00	328230	NR24A0 06/14/2023	06/14/2023	APEX ENGINEERING GROUP	6	2023	5
460-3530-510.33-05 - Total				9,715.00							
NR24A0	STRM LFT RHAB	46035305103305	Final Design: 32nd Ave Rec	12,935.00	329053	NR24A0 07/17/2023	07/17/2023	APEX ENGINEERING GROUP	7	2023	6
460-3530-510.33-05 - Total				12,935.00							
NR24A0	STRM LFT RHAB	46035305103305	32nd Avenue Recon	25,126.30	329880	NR24A0 08/23/2023	08/23/2023	APEX ENGINEERING GROUP	8	2023	7
460-3530-510.33-05 - Total				25,126.30							
NR24A0 - Total				130,442.30							
Overall - Total				2,820,631.91							



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

October 17, 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	\$212,939.77
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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
Ohnstad Twichell	9/12/23	enviro monitoring	\$58.50	191073	9/18/23	9/27/23	862380	10/17/2023
Ohnstad Twichell	9/12/23	Upstream mitigation	\$13,536.60	191074	9/18/23	9/27/23	562380	10/17/2023
Ohnstad Twichell	9/12/23	Southern embankment	\$2,781.30	191075	9/18/23	9/27/23	562380	10/17/2023
Ohnstad Twichell	9/12/23	general 2023	\$11,348.60	191077	9/18/23	9/27/23	562380	10/17/2023
Ohnstad Twichell	9/12/23	relocation appeal buth	\$1,083.60	191076	9/18/23	9/27/23	562380	10/17/2023
SRF Consulting Group	8/31/23	prof svcs thru 8/31/23	\$44,948.33	13820.00-35	9/18/23	9/27/23	562386	10/17/2023
Marsh & McLennan	9/20/23	Liability insurance	\$2,730.56	2419916	9/26/23	9/27/23	115435	10/17/2023
Marsh & McLennan	9/20/23	umbrella policy	\$901.60	2419930	9/26/23	9/27/23	115435	10/17/2023
Sewall Forestry	8/31/23	appraisal oin 1307	\$5,000.00	1999	9/4/23	9/27/23	115448	10/17/2023
Crown Appraisals, Inc.	9/1/23	multiple appraisals	\$23,500.00	4954	9/12/23	9/27/23	115423	10/17/2023
Ohnstad Twichell	9/21/23	Upstream mitigation	\$27,042.47	191328	9/29/23	10/4/23	562440	10/17/2023
Ohnstad Twichell	9/21/23	Southern embankment	\$10,202.70	191329	9/29/23	10/4/23	562440	10/17/2023
Ohnstad Twichell	9/21/23	general 2023	\$10,874.70	191330	9/29/23	10/4/23	562440	10/17/2023
SRF Consulting Group	9/30/23	prof svc thru 9/30/23	\$23,370.50	13820.00-36	10/11/23	10/18/23	562618	10/17/2023
ProSource Technologies	9/27/23	prof svc thru 9/2/23	\$18,319.37	2103	10/6/23	10/18/23	562606	10/17/2023
Barnesville Record Review		jpa mtg 8/24	\$36.00	8234	9/14/23	9/20/23	562235	10/17/2023
Red River Valley Coop	9/5/23	svc 13689 3rd st s	\$51.94		9/14/23	9/20/23	562271	10/17/2023
The Title Co		oin 8790 flowage easement	\$17,153.00			9/14/23	906950	10/17/2023

\$212,939.77



September 19, 2023

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

RE: DWSRF Project No. 0900488-02
Water Improvement District 2020-6
DWSRF Project No. 0900488-16-01
Horace Proper Water System Replacement
W20-00-100
&
Water Improvement District 2020-7 DWSRF Project
No. 0900488 Connection to Cass Rural Water
District
Horace, North Dakota
W20-00-101

Dear Joel:

Attached is the combined MFDA Request for Payment No. 3 in the amount of \$211,238.00 for the above referenced projects. This request is for the Metro Flood Diversion Authority to reimburse the City of Horace for the outstanding balance of local cost share on the projects. These projects are being funded via ND Department of Water Resources (formerly State Water Commission) Cost Share with a local cost share match. The local cost share has previously been reimbursed via a SRF loan totaling \$1,310,589.00 to date and Metro Flood Diversion funds totaling \$701,840.00 to date.

The attached SFN 7804 shows the requested SRF and MFDA amounts for the local share on each project and the combined total request amount. Accompanying this payment request is a list of each invoice and the breakdown of the separate funding sources for each individual project.

Below is a summary of the project expenses and the anticipated funding breakdowns for each project.



Water ID 2020-6

Project Expense Receipts					Funding Breakdown			Notes
Invoice Name	Vendor	Invoice Date	Cost Classification	Invoice Amount	SWC Cost Share	Remaining Local Share	MFDA Request Amount	
P.E. No. 12	KPH, Inc.	6/5/2023	Construction and Project Improvement Cost	\$ 362,559.77	\$ 217,535.86	\$ 145,023.91	\$ 145,023.91	
P.E. No. 13	KPH, Inc.	7/13/2023	Construction and Project Improvement Cost	\$ 70,893.95	\$ 42,536.37	\$ 28,357.58	\$ 28,357.58	
51728	Interstate Engineering, Inc.	8/30/2023	Project Inspection Fees	\$ 20,060.49	\$ 12,036.29	\$ 8,024.20	\$ 8,024.20	
46961	Interstate Engineering, Inc.	4/29/2022	Project Inspection Fees	\$ 23,685.74	\$ 14,211.44	\$ 9,474.30	\$ 9,474.30	
182551	Ohnstad Twichell	6/6/2022	Administrative Expenses	\$ 1,228.50		\$ 1,228.50	\$ 1,228.50	
183713	Ohnstad Twichell	8/4/2022	Administrative Expenses	\$ 225.50		\$ 225.50	\$ 225.50	
184205	Ohnstad Twichell	9/1/2022	Administrative Expenses	\$ 304.00		\$ 304.00	\$ 304.00	
186019	Ohnstad Twichell	12/12/2022	Administrative Expenses	\$ 102.50		\$ 102.50	\$ 102.50	
186554	Ohnstad Twichell	1/10/2023	Administrative Expenses	\$ 41.00		\$ 41.00	\$ 41.00	
186856	Ohnstad Twichell	1/31/2023	Administrative Expenses	\$ 193.00		\$ 193.00	\$ 193.00	
187794	Ohnstad Twichell	3/15/2023	Administrative Expenses	\$ 641.50		\$ 641.50	\$ 641.50	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
TOTALS				\$ 479,935.95	\$ 286,319.96	\$ 193,615.99	\$ 193,615.99	
MFDA Request							\$ 193,616.00	

Water ID 2020-7

Project Expense Receipts					Funding Breakdown			Notes
Invoice Name	Vendor	Invoice Date	Cost Classification	Invoice Amount	SWC Cost Share	Remaining Local Share	MFDA Request Amount	
50416	Interstate Engineering, Inc.	5/4/2023	Project Inspection Fees	\$ 4,871.23	\$ 3,653.42	\$ 1,217.81	\$ 1,217.81	
P.E. No. 7	Key Contracting, Inc.	7/17/2023	Construction and Project Improvement Cost	\$ 34,579.70	\$ 25,934.78	\$ 8,644.92	\$ 8,644.92	
51729	Interstate Engineering, Inc.	8/30/2023	Project Inspection Fees	\$ 27,858.65	\$ 20,893.99	\$ 6,964.66	\$ 6,964.66	
178872	Ohnstad Twichell	11/2/2021	Administrative Expenses	\$ 259.00	\$ -	\$ 259.00	\$ 259.00	
180553	Ohnstad Twichell	2/7/2022	Administrative Expenses	\$ 48.60	\$ -	\$ 48.60	\$ 48.60	
187795	Ohnstad Twichell	3/15/2023	Administrative Expenses	\$ 487.50		\$ 487.50	\$ 487.50	
						\$ -	\$ -	
						\$ -	\$ -	
TOTALS				\$ -	\$ 50,482.19	\$ 17,622.49	\$ 17,622.49	
MFDA Request							\$ 17,622.00	

Also attached are documents which support this request except where documents are previously submitted.

If you have any questions or require additional information, please do not hesitate to contact me at (701) 532-0438.

Yours very truly,
 INTERSTATE ENGINEERING, INC.



Eric P. Larson, PE

EPL/epl

Attachments
 C: Brenton Holper



OHNSTAD TWICHELL, P.C.
Attorneys at Law

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

15-1395 JTS Invoice # 191315

Flood Diversion Board
 Bond Counsel Work - PPP

Date: September 26, 2023

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	121.3	\$387.00	\$46,943.10
CMM	7.4	\$387.00	\$2,863.80
SNW	16.9	\$387.00	\$6,540.30
LDA	2.4	\$387.00	\$928.80
KJS	64.1	\$387.00	\$24,806.70
TJL	0.9	\$387.00	\$348.30
LWC	14.0	\$387.00	\$5,418.00
JRS	2.4	\$330.00	\$792.00
KJM	83.2	\$320.00	\$26,624.00
DCP	16.7	\$340.00	\$5,678.00
SJH	0.3	\$265.00	\$79.50
TJF	8.3	\$240.00	\$1,992.00
AJR	47.5	\$215.00	\$10,212.50
TWS	1.3	\$200.00	\$260.00
MRH	13.9	\$195.00	\$2,710.50
Total Fees:	400.6		\$136,197.50
Monthly Credit Card Processing Fee			\$3,622.86
Westlaw			\$166.48
Abstracting Fees			\$1,679.00
Prof Service Fee Gwendolyn			\$12,875.00
Affidavit of Publication			\$1,154.79
Total Expenses:			\$19,498.13
Grand Total			\$155,695.63

	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
TJF Tiffany J. Findlay, Associate	\$240.00
TJH Tatiana J. Hackman, Associate	\$240.00
KKW Katherine K. Wong, Associate	\$240.00
CAS Carol A. Stillwell, Paralegal	\$215.00
AJR Andrea J. Roman, Paralegal	\$215.00
CRD Christie R. Dettling, Paralegal	\$195.00
TWS Tim W. Steuber, Paralegal	\$200.00
MRH Meghan R. Hockert, Paralegal	\$195.00
ATW Amy T. White, Paralegal	\$195.00
CEB Claire E. Bruland, Paralegal	\$145.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$170.00

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 191315		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$57,931.30	
151395-2	Executive Director	\$193.50	
151395-4	Public Finance Issues	\$116.10	
151395-5	Consultant Contract Review/Development	\$2,846.90	
151395-7	Coordination with Member Entities	\$649.30	
151395-9	Environmental Permitting Issues/NEPA		
151395-12	USACE Interface/Questions	\$9,190.30	
151395-13	Third Party Utility MOU's	\$28,497.90	
151395-24	P3 Implementation	\$31,477.80	
151395-25	2024 Temporary Bond	\$116.10	
151395-26	Appraisal Review	\$1,044.90	
151395-27	UMA/Utility Review	\$2,766.00	
151395-28	CCJWRD Temporary RIB 2024A	\$1,367.40	
TOTAL		\$136,197.50	

*exp only



NUSTAR PIPELINE OPERATING PARTNERSHIP, LP
 19003 IH-10 West
 SAN ANTONIO, TEXAS 78257

Date: 10/17/2023 Final Invoice for Asbestos Testing
Terms: Net 30 Work 8/1/23 through 10/11/23

Invoice Number: CA_2023068
Code: AR Project

BILL TO: Metro Flood Diversion Authority
 207 4th Street, Suite A
 Fargo, North Dakota 58102

REMIT TO: NuStar Pipeline Operating Partnership, LP
 19003 IH-10 West
 San Antonio, TX 78257

Or WIRE TRANSFER: Wells Fargo Bank N.A.
 ABA 121000248/ Swift WFBIUS6S
 NuStar Logistics, L.P.
 Acct. 4128966215

Attn: Kris Bakkegard
bakkegardK@fmdiversion.gov
david.dillmann@sam.biz
APinvoicesFMDiv@ch2m.com

Description: CE_0002412 Fargo Diversion Channel Pipeline Relocation

Relocate two miles of 10" pipeline on the Jamestown to Moorehead segment to accomodate the future flood control channel being built by the Diversion Authority West of Fargo, ND.

Project Costs 8/1/23 through 10/11/23

Engineering	
Permits/Consulting	
Pipe, Valves, Fittings	\$7,819.76

Project Costs 8/1/23 through 10/11/23 **\$7,819.76**

Total due FINAL Asbestos Testing **\$7,819.76**

Previous Invoices

Billing #1 June 5, 2020	59,526.69
Billing #2 July 27, 2020	58,705.33
Billing #3 Sept. 25, 2020	192,961.15
Billing #4 Nov. 11, 2020	131,650.88
Billing #5 Sept 30, 2022	5,376,515.18
Billing #6	40,072.63

Please include a copy of the invoice with remittance.

Questions or Inquires regarding this invoice please call Carrie Mask at 210-918-5209

GL: Project #: CE_0002412 Non-customer	Date: 10/17/2023	Authorized by: <i>Carrie Mask</i>
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Postg Date	Per	Year	Cost element descr.	Purch.Doc.	WBS element	Inv No	Vendor	Inv Amt	Accr Tax	Total
8/8/2023	8	2023	Pipe, Valves, Fittings	4501546133	CE_0002412.11C	9834	NEW FRONTIER TECHNOLOGIES LLC	7,519.76	-	7,519.76
10/6/2023	10	2023	Pipe, Valves, Fittings	4501550418	CE_0002412.11C	B360412	Braun Intertec Corporation	300.00	-	300.00
							Total			7,819.76



Rush River
Water Resource
District

SENT VIA EMAIL

October 2, 2023

William A. Hejl
Chairman
Amenia, North Dakota

Dick Sundberg
Manager
Harwood, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please a copy of an invoice totaling \$2,411.50 regarding the Metro Flood Diversion Project.

At this time, we respectfully request 100% reimbursement per the *Memorandum of Understanding* between Metro Flood Diversion Authority and Rush River Water Resource District dated December 21, 2020.

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

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

A handwritten signature in blue ink that reads "Carol Harbeke Lewis".

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

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



moore
engineering, inc.

925 10th Avenue East • West Fargo, ND 58078
T: 701.282.4692 • F: 701.282.4530
mooreengineeringinc.com

Cass County - Rush River WRD
Carol Lewis
1201 West Main Ave
West Fargo, ND 58078-1301

Invoice number 34978
Date 09/08/2023

Project **23216 Cass County Drain 30 FM Div Transition**

Professional Services

Cass County Drain 30 FM Div Transition
Time Thru 08-31-2023

320 Final Design

Labor

	Hours	Rate	Billed Amount
CADD Technician I	9.00	125.00	1,125.00
Graduate Engineer	4.00	145.00	580.00
Senior Professional Engineer	2.00	200.00	400.00
Project Manager	1.50	195.00	292.50
Phase subtotal			2,397.50

615 Right-of-Way Administration

Expense

	Units	Rate	Billed Amount
MEI - Reproduction & Printing			14.00

Invoice total **2,411.50**

PAID
SEP 20 2023
ACH

DUE UPON RECEIPT

PLEASE REMIT PAYMENT - ATTENTION ACCOUNTING



INVOICE: INV004837

Date 10/04/2023
 Invoice account 198

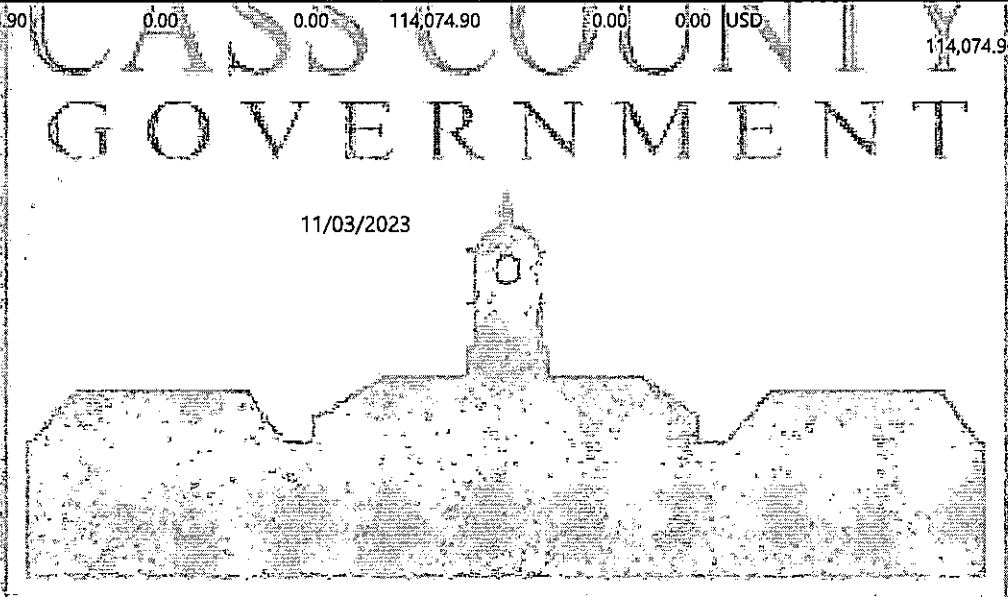
CITY OF FARGO
 PO BOX 2083
 FARGO, ND 58107-2083

Description	Quantity	Unit price	Amount
FM DIVERSION MISC EXPENSES	1.00	1,481.22	1,481.22
FM DIVERSION PAYROLL EXPENSES	1.00	112,593.68	112,593.68

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
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114,074.90	0.00	0.00	114,074.90	0.00	0.00	USD	114,074.90
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Due date 11/03/2023



Please detach and send this copy with remittance.

MAKE CHECK PAYABLE TO:	Invoice: INV004837	Name: CITY OF FARGO
Cass County Government	Date: 10/04/2023	Account #: 198
211 9 th Street South		
P.O Box 2806		
Fargo, ND 58108-2806	Total: 114,074.90	Due date 11/03/2023



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

OCTOBER 26, 2023

Contracting Actions

Joel Paulsen, Executive Director

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
<p>New Services Agreement – Weather Gauges– NDAWN will purchase, install, operate, and maintain fifteen (15) all-season weather gauges in locations upstream of the FM Area Diversion Project. NDAWN will monitor snow depth, precipitation, and flood predictions at location upstream of the Project.</p>	<p>North Dakota Agricultural Weather Network (NDAWN)</p>	<p>\$250,000</p>
<p>CH2M Hill Engineers TO 5, Amendment 13 – This amendment includes additional scope and fee for a project manager for the Sheyenne Benching Project, the Recreation Feasibility Study, and additional meetings for the RRVA's resilience initiative. This amendment also reallocates budget between subtasks completed in 2023.</p>	<p>CH2M Hill Engineers, Inc</p>	<p>\$1,275,000</p>



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 Agreements and Agreement Amendments 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 Agreement 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):

North Dakota Agricultural Weather Network – (NDAWN) Agreement Weather Gauges	\$250,000.00
<ul style="list-style-type: none"> • New Agreement for 15 all season weather gauges. 	

3. Reason why it is required:

NDAWN will purchase, install, operate, and maintain fifteen (15) all-season weather gauges in locations upstream of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. NDAWN will coordinate and cooperate with the Authority regarding the location of each gauge. The installation of the additional weather gauges will allow NDAWN to monitor snow depth, precipitation, and flood predictions at locations upstream of the FM Area Diversion project.

4. Background and discussion:

NDAWN approached the Authority regarding a partnership to fund weather gauges that NDAWN will use to monitor snow depth, precipitation, and flood predictions at locations upstream of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. As noted above, NDAWN will purchase, install, operate, and maintain fifteen (15) all-season weather gauges in locations upstream of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

NDAWN is solely responsible for installing, operating, and maintaining the NDAWN Project, including each individual gauge; the Authority’s monetary contribution under this Agreement does not include any payments for future maintenance or any other future costs regarding the NDAWN Project or any individual gauges and does not create any future obligations regarding the NDAWN Project on behalf of the Authority.

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



604 PMC SCA - EDCR

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

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
Agreement	0.00	250,000.00	11/1/2023	10/31/2024	All Season weather gauges

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
2024	DE-2070	250,000.00	250,000.00	0.00	250,000.00	
Total		0.00	0.00	0.00	0.00	

6. Attachments:

- Agreement with NDAWN

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: Joel Paulsen, Executive Director

Date:

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

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 Metro Flood 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 Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

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

CH2M Hill Engineers, Inc TO05 Amendment 13 Program Management Services	\$1,275,000.00
<ul style="list-style-type: none"> • Add scope a fee for a Project Manager for the Sheyenne Benching project. • Add scope and fee for a Recreation Feasibility Study. • Add scope and fee for additional meetings for RRVA's Resilience initiative. • Reallocate budget between subtasks in 2023 • Add additional projects in Attachment C 	

3 Reason why it is required

The purpose of this amendment is to add scope and fee for a Project Manager for the Sheyenne Benching project, add scope and fee for a Recreation Feasibility Study, add scope and fee for additional meeting with RRVA's Resilience initiative, reallocate budget between subtasks in 2023 and add additional project in Attachment C. In 2023, it is now anticipated there will be two (2) Property Mitigation Projects, three (3) Roadway and Grading Projects and five (5) Utility Relocation projects that will bid and be administered by Jacobs for the Authority in 2023 and 2024.

4 Background and discussion

In accordance with Article 1 of the STANDARD MASTER AGREEMENT FOR PTOFESSIONAL SERVICES ("Agreement"), between the Metro Flood Diversion Authority ("OWNER") and CH2M HILL ENGINEERS, INC. ("ENGINEER"), dated January 3, 2017, OWNER and ENGINEER agree to the scope of services, work schedule, and cost budget as follows.

CH2M, now Jacobs, has serviced as the Program Management Consultants (PMC) to the OWNER since November 2011, with primary responsibilities to plan and implement the FM Area Diversion Project (The PROJECT). As such, the OWNER and ENGINEER have agreed to enter into a Task Order focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Executive Director and in the event of a vacancy in the position of the Executive Director the PMC reports directly to the Co-Deputy Executive Directors.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
TO05-A0	0.00	19,927,992	6/29/2019	12/31/2021	Initial Work Authorization
TO05-A1	0.00	19,927,992	6/29/2019	12/31/2021	Budgetary Changes
TO05-A2	0.00	19,927,992	6/29/2019	12/31/2021	Budgetary Changes
TO05-A3	0.00	19,927,992	6/29/2019	12/31/2021	Add Luceo Consulting, Inc as a subcontractors and Budgetary Changes
TO05-A4	(2,540,395)	17,387,597	6/29/2019	12/31/2021	Remove task now provided by other consultants and budgetary changes
TO05-A5	0.00	17,387,597	6/29/2019	12/31/2021	Add scope of services for Task 5.A – Program Level Services; add scope for services for Task 5.1- Technical Support Services; Revise Attachment C-Active Construction Contracts and Professional Services Contract
TO05-A6	(1,754,402)	15,633,195	6/29/2019	12/31/2026	Modify Attachment B- Annual Budgetary Summary by Task to reduce the total budget by the amount of fee appropriated but not expanded in FY2020
TO05-A7	30,236,800	45,869,995	6/29/2019	12/31/2026	Update scope to match changes to the P3 Project Agreement

TO05-A8	0.00	45,869,995	6/29/2019	12/31/2026	Update Subtask and Attachment B
TO05-A9	(1,124)	45,868,871	2/22/2022	12/31/2026	Balance 2021 to what was spent. Remove building lease expenses and add scope and fee for communications
TO05-A10	0.00	45,868,871	2/22/2022	12/31/2026	Modify Attachment B – Annual Budgetary Summary and Attachment C-Active Construction Contract and Professional Services Contract
TO05-A11	0.00	45,868,871	2/22/2022	12/31/2026	Modify Attachment B (rev10)-Annual Budgetary Summary by subtask with Attachment B (rev 11)
TO05-A12	(536,439)	45,332,432	2/22/2022	12/31/2026	Modify Attachment B (rev 11)-Annual Budgetary Summary by subtask with Attachment B (rev 12)
TO05-A13	1,275,000	46,607,432	2/22/2022	13/31/2023	Add scope and fee for Sheyenne Benching project; Recreational Feasibility Study; additional meeting with RRVA's Resilience initiative.
Totals		46,607,432			

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2019	SW-1150	2,932,245	2,932,245	2,932,245	0.00	Actual Paid in year.

2020	SW-1150	5,312,957	5,312,957	5,312,957	0.00	Actual Paid in year.
2021	SW-1150	6,135,102	6,135,102	6,135,102	0.00	Actual Paid in year.
2022	SW-1150	6,606,361	7,142,800	6,606,361	536,439	Actual paid, remaining returned to program
2023	SW-1150	7,137,000	6,900,000	\$3,826,096	3,073,904	Actual cost through August 2023.
2024	SW-1150	7,163,767	7,163,767	0.00	7,163,767	
2025	SW-1150	5,896,000	5,896,000	0.00	5,896,000	
2026	SW-1150	5,424,000	5,424,000	0.00	5,424,000	
Totals		46,607,432	46,906,871	24,812,761	22,094,110	

6 Attachments:

- Task Order 05 Amendment 13

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: Joel Paulsen, Executive Director

Date:



Diversion Board of Authority Meeting

OCTOBER 26, 2023

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)

MOU Parties	Project	MOU or Agreement Cost and Summary
Maple River WRD & MFDA MOU, Amendment 1	SWDCAI	This MOU amendment sets forth additional property interests needed from the District for a crossing of Drain 14B at 166 th Avenue Southeast, which will be constructed by the Developer, and describes the roles and responsibilities of the District and the Authority for the inlet transition of Drain 14B into the diversion channel. The District will be responsible for designing, constructing, and maintaining the Drain 14B inlet transition, with reimbursement from the Authority for acquiring property rights, permitting, design, and construction.

**FIRST AMENDMENT TO DISTRICT
MEMORANDUM OF UNDERSTANDING**

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

Dated as of _____, 2023

Relating to:

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

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

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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “First Amendment”) is made and entered into this ____ day of _____, 2023, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the MAPLE RIVER WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (the “District”).

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

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

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

WHEREAS, on June 24, 2021, the Authority and the District entered into a Memorandum of Understanding (the “District MOU”) to further outline the roles and responsibilities as between the Authority and the District for the SWDCAI; and

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

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

“District MOU” means the Memorandum of Understanding by and between the Metro Flood Diversion Authority and Maple River Water Resource District, dated as of June 24, 2021, further defining roles and responsibilities for the SWDCAI.

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

“Drain Crossing” means a crossing of 166th Avenue Southeast over Drain 14B.

“Drain 14B Inlet Interface” means the interface constructed on Project Limits by the Authority/Developer, in accordance with the Data Sheet, between the Drain 14B Inlet Transition and the SWDCAI through which waters of Drain 14B will flow into the SWDCAI.

“Drain 14B Inlet Transition” means the structure which will allow Drain 14B to transition into the Drain 14B Inlet Interface near the Project Limits as set forth herein.

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

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

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

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

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

“Project Limits” means the permanent property interests for the SWDCAI.

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

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

ARTICLE II. MASTER MOU AND DISTRICT MOU

Section 2.01 INCORPORATION. The District, as well as other local water resource districts, entered into the Master MOU with the Authority for work that will be completed by the Developer. The District and the Authority additionally entered into the District MOU to further define the roles and responsibilities as between the District and the Authority for the SWDCAI.

This First Amendment expressly incorporates all provisions of the Master MOU and the District MOU and is intended to supplement both of those agreements. In the event this First Amendment conflicts with any term or conditions of the Master MOU or the District MOU, this First Amendment will control.

**ARTICLE III.
DRAIN CROSSING**

Section 3.01 DRAIN CROSSING PROPERTY INTEREST GRANTS. As the Master MOU provides, the Authority will be constructing the Drain Crossing to provide access to landowners who are impacted by the construction of the SWDCAI. The divisions of work between the Authority and the District for the Drain Crossing remain the same as those set forth in the Master MOU, but due to negotiations with landowners neighboring 166th Avenue Southeast and the reconstruction thereof, the Authority needs additional property grants from the District on OINs 7242 and 9121 to construct the Drain Crossing. The District owns deeded right-of-way for Drain 14B on OINs 7242 and 9121, and the District will grant the Authority/Developer a Utility Permit in those 150-foot areas designated on Exhibit A to complete the Drain Crossing work. The District may install riprap at both ends of the Drain Crossing for erosion protection if the Authority/Developer does not install riprap or other acceptable erosion protection. The Authority shall reimburse the District for the installation of riprap or other acceptable erosion protection.

**ARTICLE IV.
DRAIN 14B INLET TRANSITION AND RECONSTRUCTION**

Section 4.01 DRAIN 14B INLET TRANSITION.

(a) The District will be responsible for designing, constructing, and maintaining the Drain 14B Inlet Transition. The Parties anticipate the District will construct the Drain 14B Inlet Transition within the current footprint of Drain 14B and on OIN 698N, which is currently owned by the Authority, due to the Drain 14B Inlet Interface characteristics (channel bottom, elevation, width, and side slopes). The Authority will enter into an access agreement with the District on OIN 698N, and on other parcels owned by the Authority as needed, for the District to construct and maintain the Drain 14B Inlet Transition. Prior to accessing any parcels owned by the Authority, the District will also notify the Developer. When the Authority plats the Project Limits, it will designate the District as the owner of the portion of OIN 698N where the Drain 14B Inlet Transition has been constructed.

(b) The District must design and construct the Drain 14B Inlet Transition to allow the waters in Drain 14B to flow into the Drain 14B Inlet Interface. The District will submit designs for the Drain 14B Inlet Transition to the Authority for review and comment. The Authority will return comments to the District on a design within fourteen (14) calendar days of receipt.

(c) The Authority/Developer will realign the portion of Drain 14B shown in red on Exhibit B between the Drain 14B Inlet Interface and the SWDCAI.

(d) The Authority will reimburse the District for costs and expenses incurred for acquiring the property rights, for permitting, and for designing and constructing the Drain 14B Inlet Transition.

Section 4.02 FUTURE DRAIN 14B EXPANSION. The District expects an expansion of Drain 14B may be necessary in the future. The District will be responsible for constructing any expansion and for any property acquisition required for such an expansion. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Authority will return comments on a design within fourteen (14) calendar days of receipt and will reimburse the District for costs and expenses incurred in acquiring property interests. If the expansion will not occur within the Project Limits, then the District will not coordinate design of the expansion with the Authority.

ARTICLE V. TERM AND TERMINATION

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

ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

Section 6.06 AUTHORIZED REPRESENTATIVES. The Authority and the District designate the following as their authorized representatives, respectively, to administer this First Amendment:

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

Section 6.07 NOTICE.

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

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

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

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

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

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

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

Section 6.09 ELECTRONIC SIGNATURES. The Parties agree that the electronic signature of a Party to this First Amendment shall be valid as an original signature of such Party to this First Amendment.

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

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this First Amendment on the ____ day of _____, 2023.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Dr. Timothy J. Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the Maple River Water Resource District

The governing body of the Maple River Water Resource District approved this First Amendment on the ____ day of _____, 2023.

MAPLE RIVER WATER RESOURCE
DISTRICT

By: _____
Rodger Olson, Chairman

ATTEST:

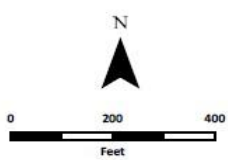
Carol Harbeke Lewis, Secretary-Treasurer

Exhibit A

DRAIN CROSSING MAP



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 | Edited by: hrecords C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCA\MOU Drain 14b Exhibit 06.20.2023.mxd



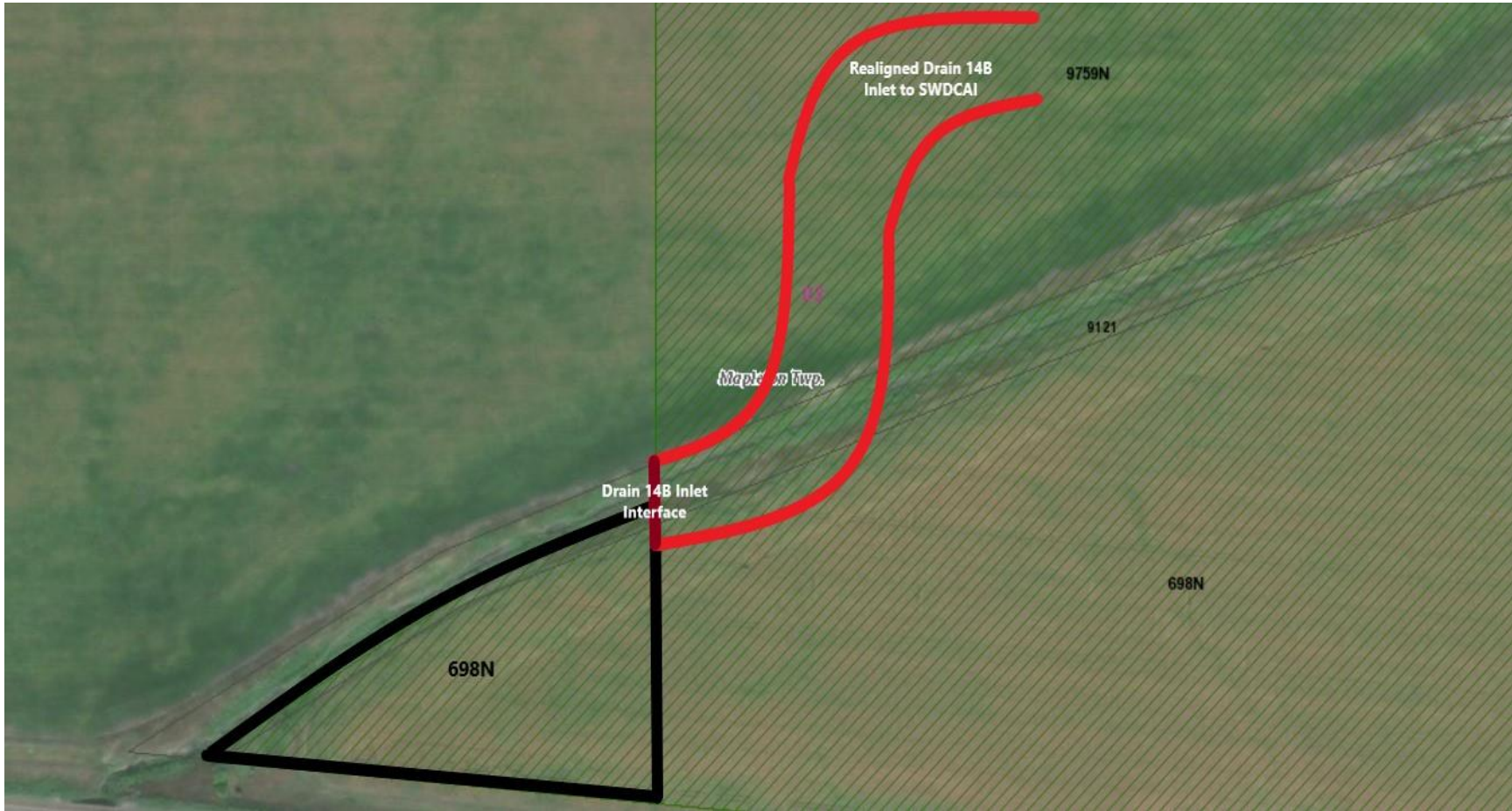
CHANNEL PARCEL MOU DRAIN 14B

FM AREA DIVERSION
Map Date: 6/29/2023



Exhibit B

DRAIN 14B TRANSITION AND INTERFACE





METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

OCTOBER 26, 2023

Executive Director Report

Joel Paulsen, Executive Director

Happenings

Presentations & Events:

- ND Emerging Prairie: Curiosity Week – Panel Presentation
- National Academy of Construction Award Presentation
- Storm Surge Task Force – Discussions
- Hosted reporter from Engineering News Record





US Army Corps
of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

18 Oct 2023

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 98% complete. Construction completion date is currently estimated to be in December 2023 due issues related to the gate machinery. Sill beam repairs ongoing. Schedule for remaining primary features:

2023: Complete operating machinery install, seeding.

2024: Turf established.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 95% complete and remains on schedule. The construction completion date is 3 December 2023. Constructing eastern earthen dam and bridge deck and remaining earthwork continues. Remaining schedule:

2023: Bridge deck, dam embankment, seeding.

2024: Turf established.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 90% complete. Borrow ditch bridges are complete. Traffic to be switched to all new lanes by 1 November. Current construction completion date is 1 January 2024.

4 Southern Embankment – Reach SE-1 (Western Tieback) - Construction

Construction was completed 10 November 2022. Partial turnover to the Diversion Authority for Operations and Maintenance occurred on 29 December 2022. Final O&M Manual being prepared.

5 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 37% complete. Construction completion date is 19 March 2026. Concrete placements for approach wall foundations and abutments ongoing. Constructing temporary bridge across the Red River. Completion date is 19 March 2026.

6 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Seeding has commenced. Completion date is 1 December 2027.

7 Drayton Dam Mitigation Project Design - Construction

Construction is 95% complete. All placement in the river is complete. Willow plantings in 2024. Construction completion is 20 November 2023.

8 Southern Embankment – Reach SE-2A - Construction

Construction is 68% complete. Embankment construction ongoing with 1/3 built to full height. Scheduled completion date is 30 September 2024.

9 Southern Embankment Design – All remaining reaches are being designed.

SE-1B: BCOES review complete Contract award: February 2024

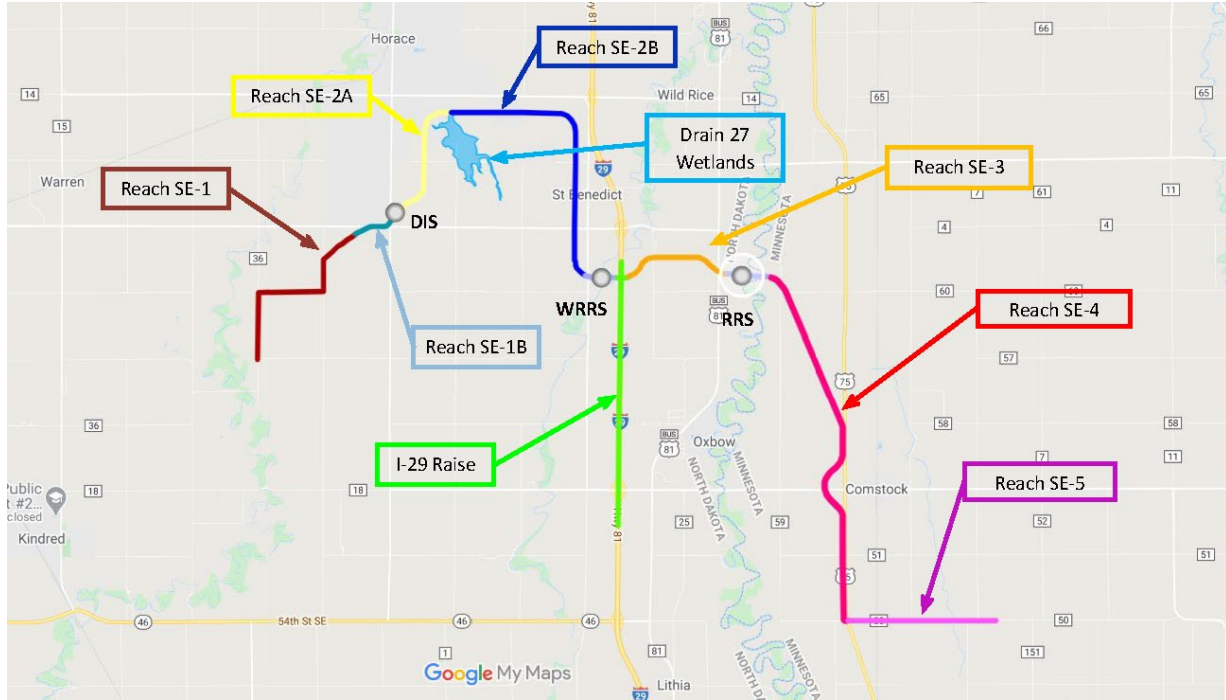
SE-2B: BCOES review complete Contract award: April 2024

SE-3: 95% review starts March 2024 Contract award: January 2025

SE-4: 95% review starts Jan 2024 Contract award: May 2024

SE-5: 95% review starts Jan 2024 Contract award: January 2025

OHB Reach 43B: BCOES review starts Oct 2023 Contract award: February 2024



Fargo-Moorhead Metro FRM – Federal Work/Southern Embankment and Control Structures

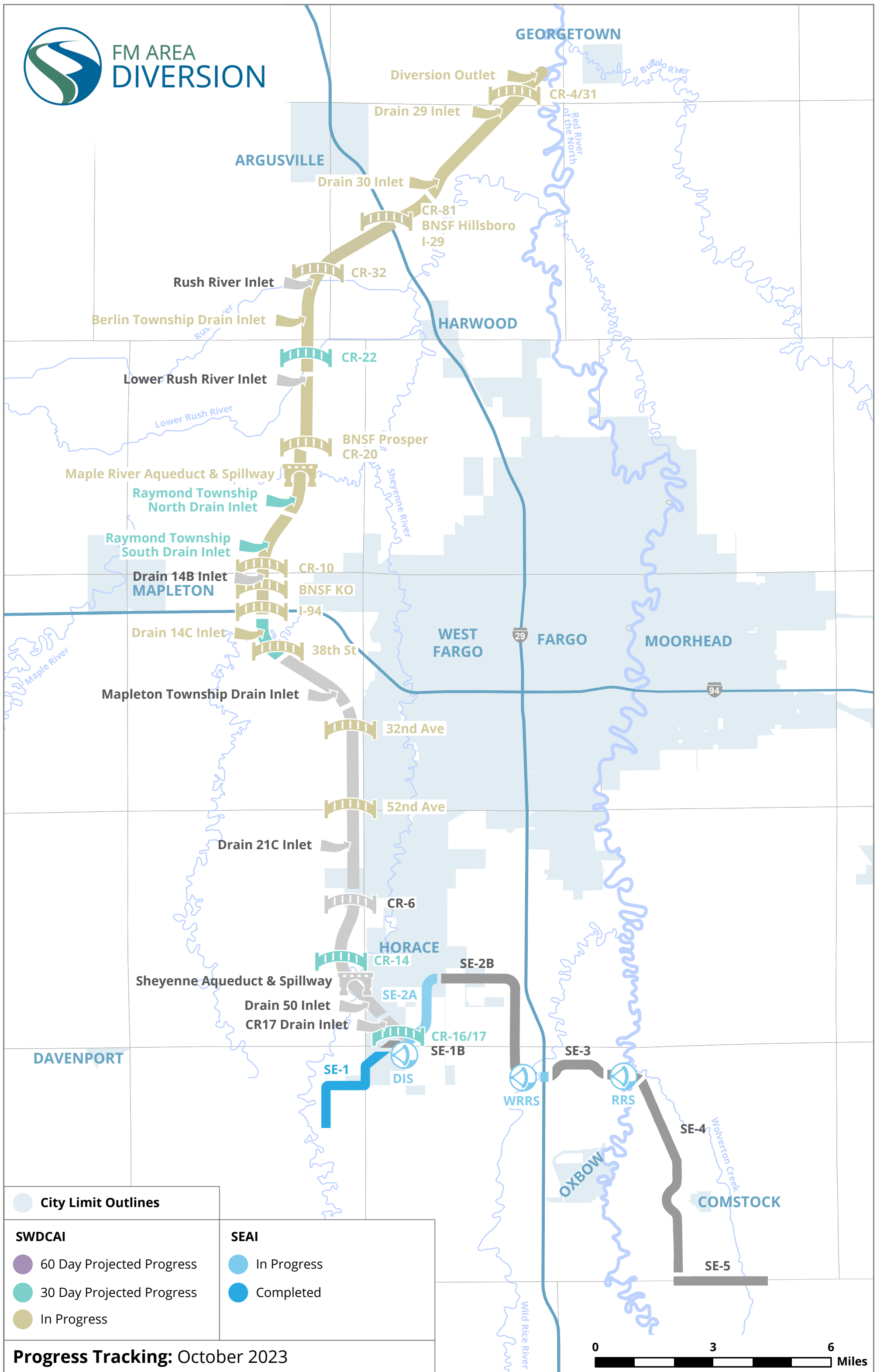
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



FM AREA DIVERSION

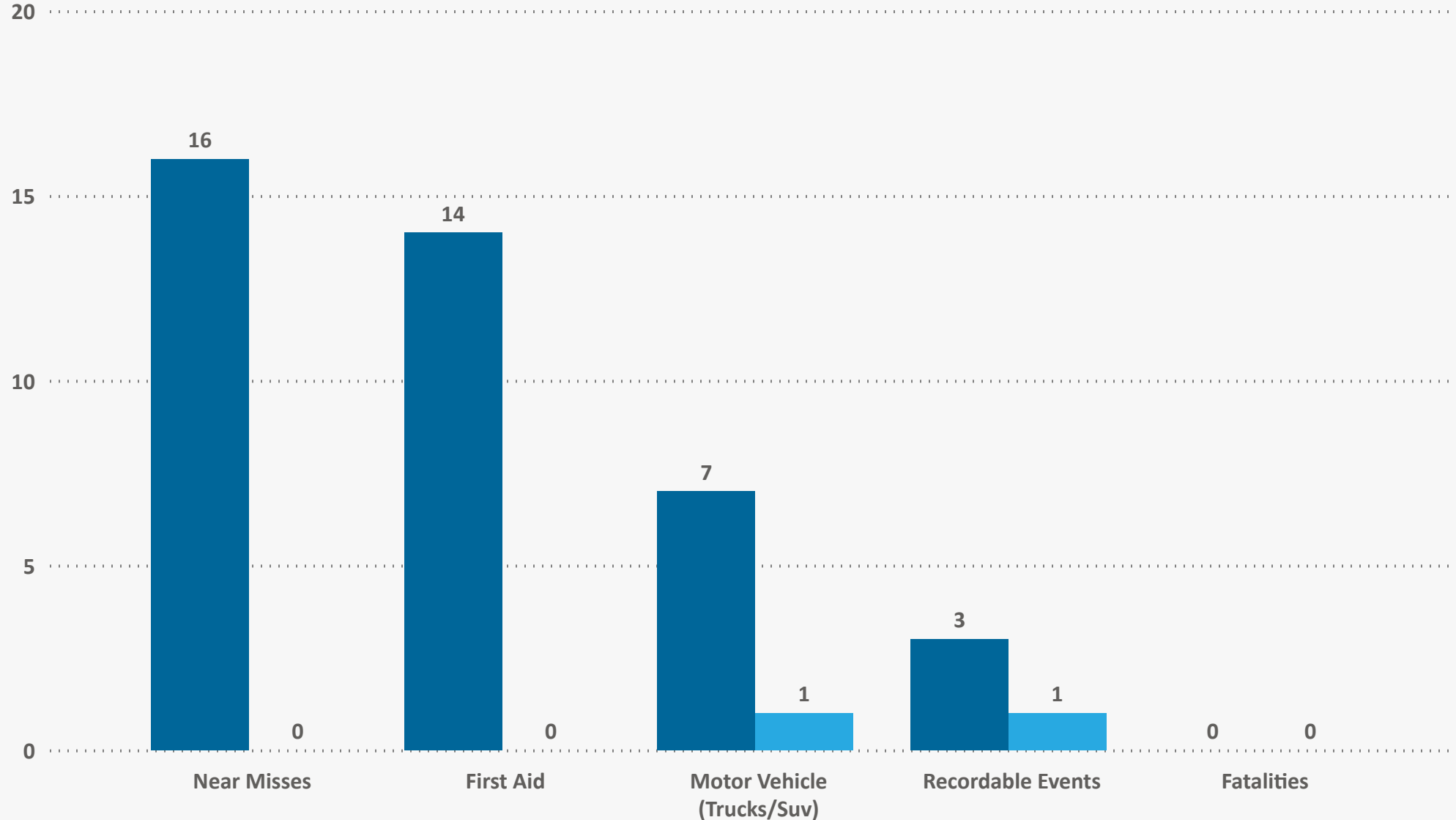


FM Area Diversion Safety Statistics - September 2023

Current Reporting Period: September 1- September 30

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

Sum of Current Reporting Period Sum to Date

0

Incidents

1

Incident

Authority Led Projects

Sum of Current Reporting Period Sum to Date

0

Incidents

0

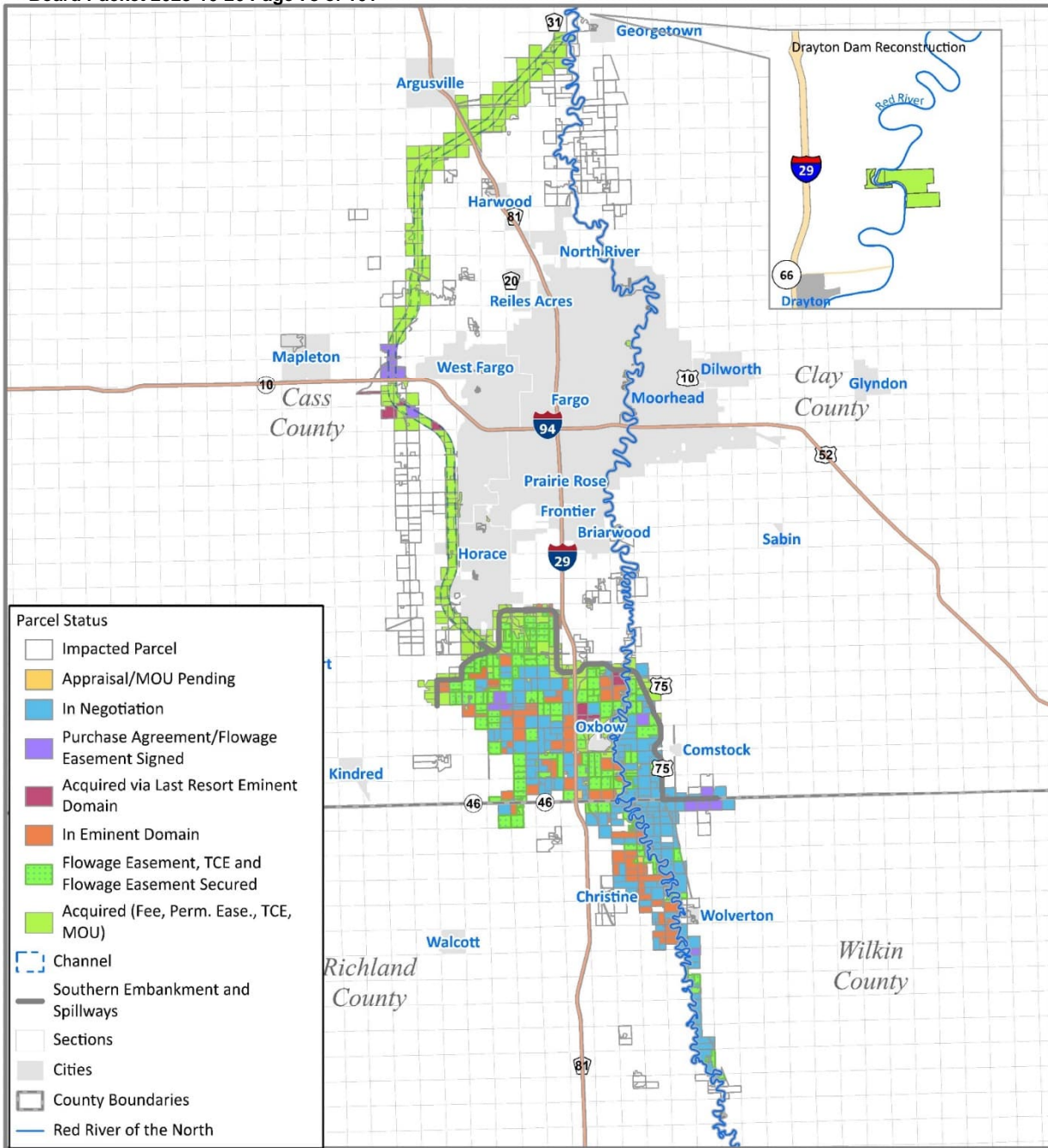
Incidents



METRO
FLOOD
DIVERSION
AUTHORITY

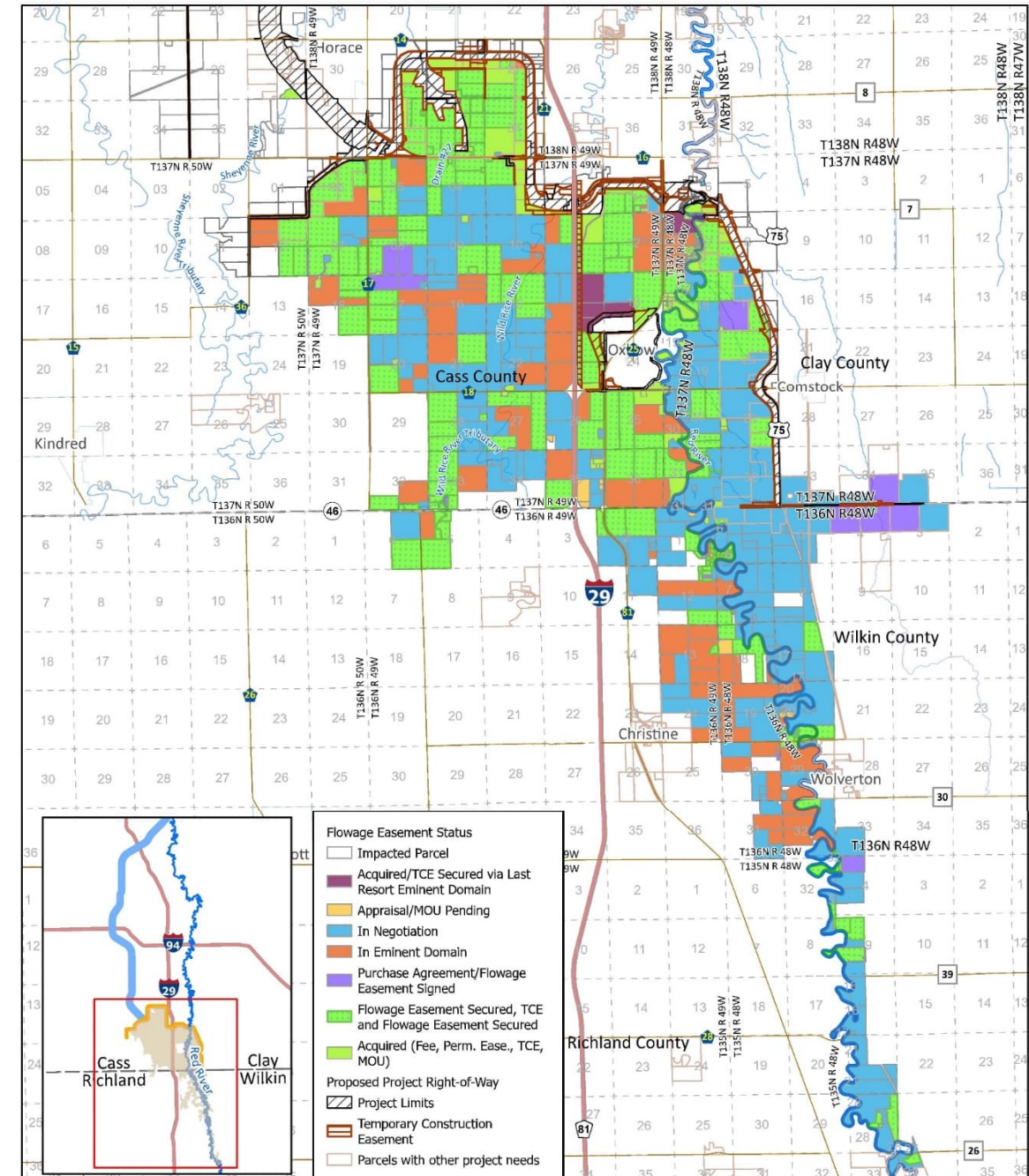
October 2023





- Parcel Status**
- Impacted Parcel
 - Appraisal/MOU Pending
 - In Negotiation
 - Purchase Agreement/Flowage Easement Signed
 - Acquired via Last Resort Eminent Domain
 - In Eminent Domain
 - Flowage Easement, TCE and Flowage Easement Secured
 - Acquired (Fee, Perm. Ease., TCE, MOU)
 - Channel
 - Southern Embankment and Spillways
 - Sections
 - Cities
 - County Boundaries
 - Red River of the North

Information depicted may include data unverified by AE25. Any reliance upon such data is at the user's own risk. AE25 does not warrant this map or its features are either spatially or temporally accurate.



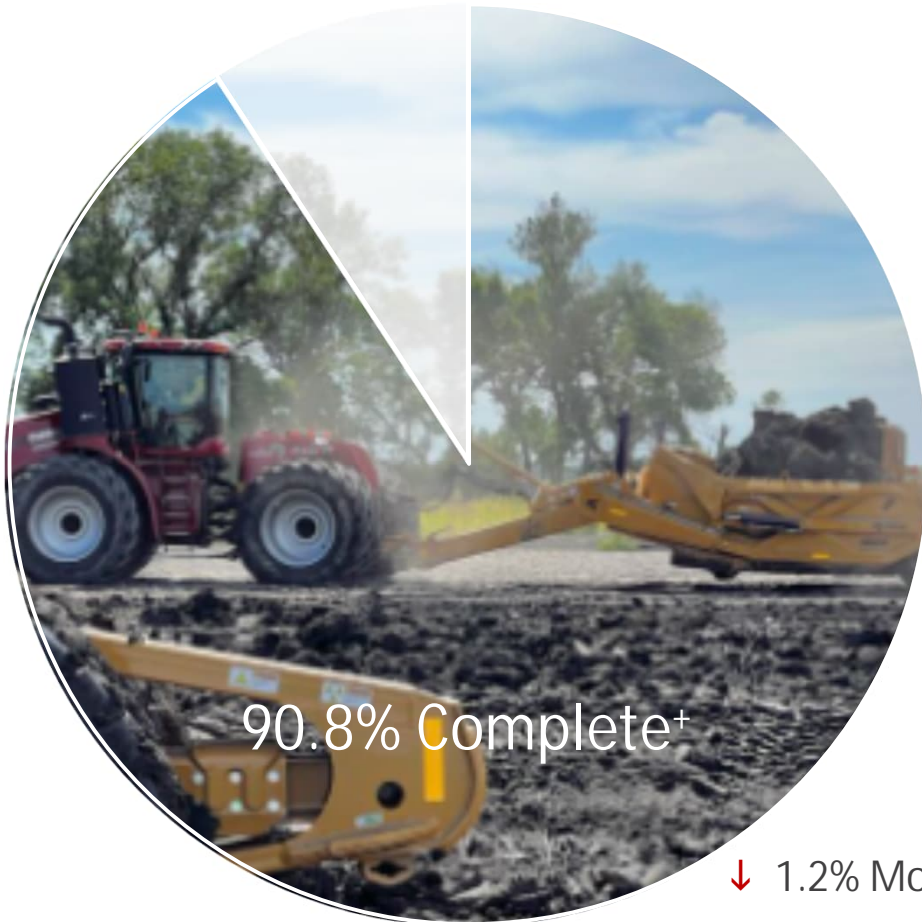
- Flowage Easement Status**
- Impacted Parcel
 - Acquired/TCE Secured via Last Resort Eminent Domain
 - Appraisal/MOU Pending
 - In Negotiation
 - In Eminent Domain
 - Purchase Agreement/Flowage Easement Signed
 - Flowage Easement Secured, TCE and Flowage Easement Secured
 - Acquired (Fee, Perm. Ease., TCE, MOU)
- Proposed Project Right-of-Way**
- Project Limits
 - Temporary Construction Easement
 - Parcels with other project needs

Information depicted may include data unverified by AE25. Any reliance upon such data is at the user's own risk. AE25 does not warrant this map or its features are either spatially or temporally accurate.

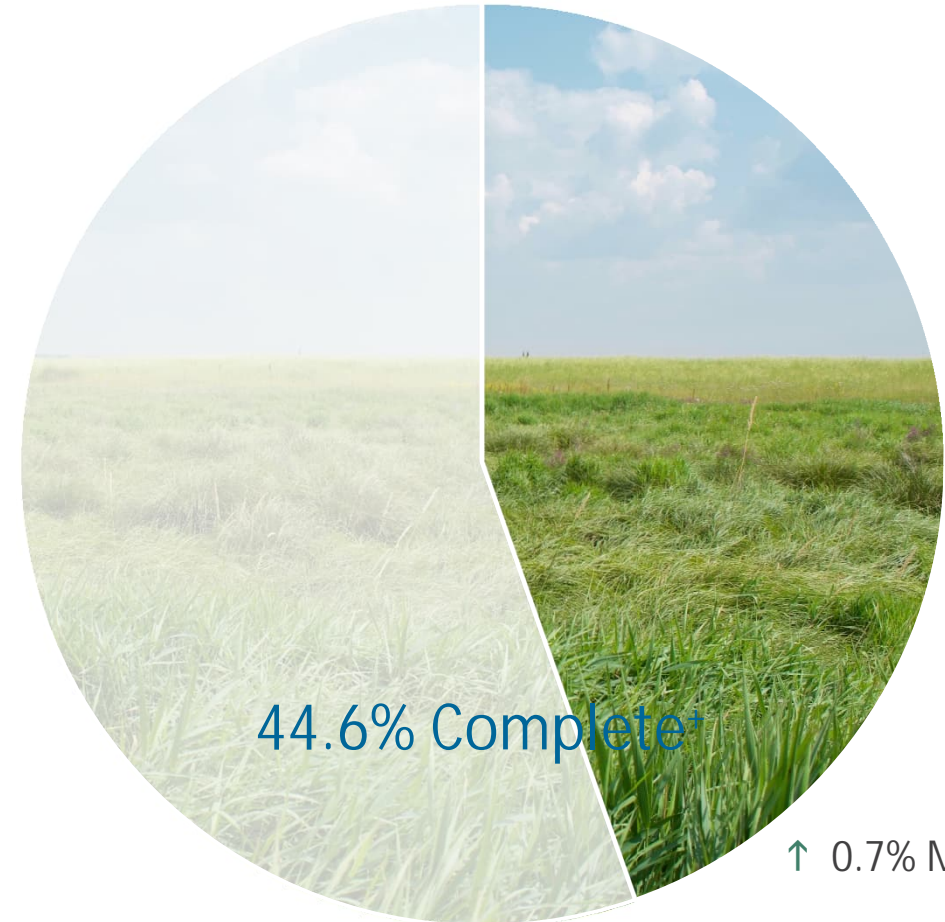
Property Acquisition Progress



Construction Footprint*



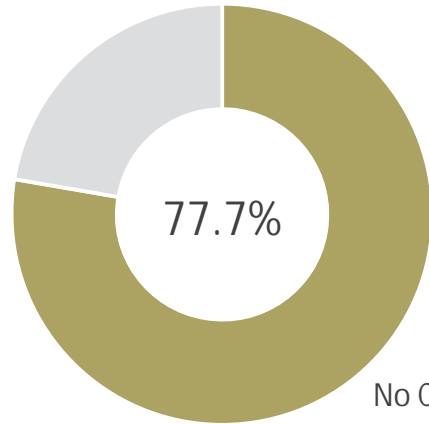
UMA Footprint**



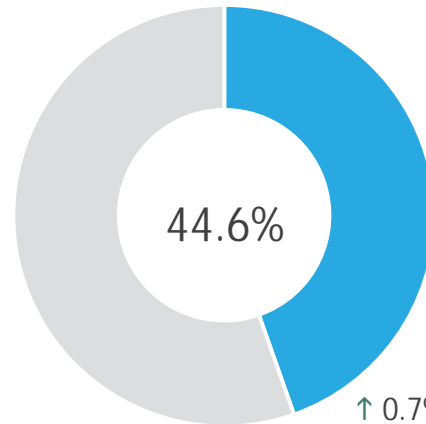
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Does not include parcels affected by or within Christine or Wolverton ring levees
As of October 16, 2023

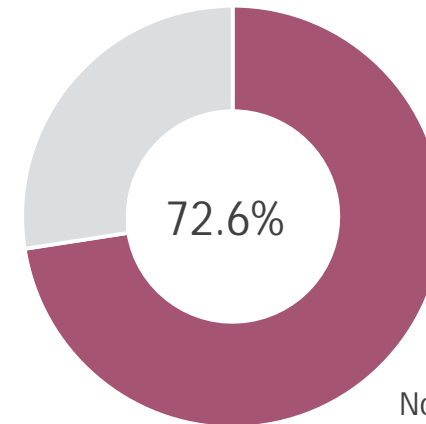
Property Acquisition Progress by Location



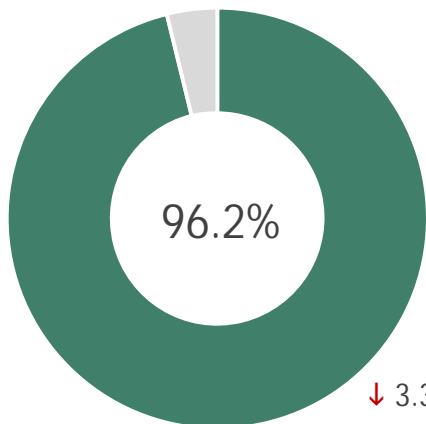
Southern Embankment & Associated Infrastructure



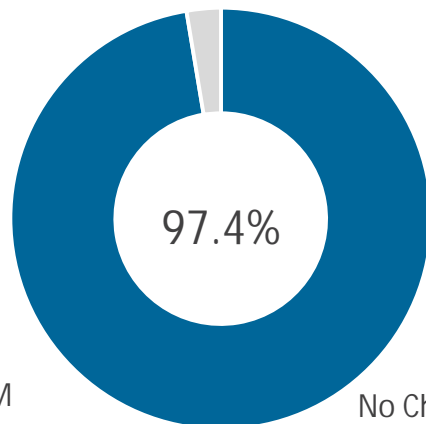
Upstream Mitigation Area



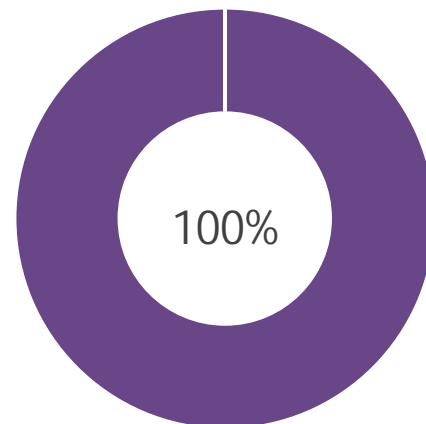
Environmental Monitoring Easements



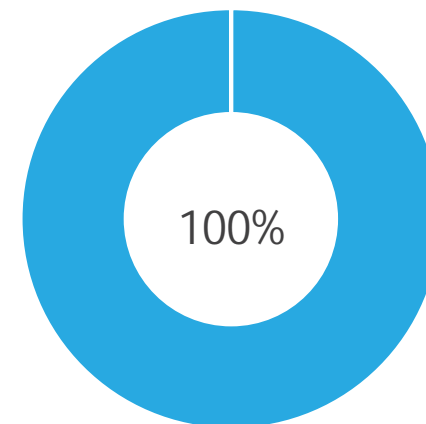
Stormwater Diversion Channel



Oxbow-Hickson-Bakke



MFDA-Constructed In-Town Levees



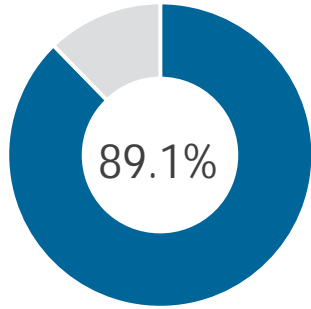
Drayton Dam Mitigation

As of October 16, 2023

Landowner Overview

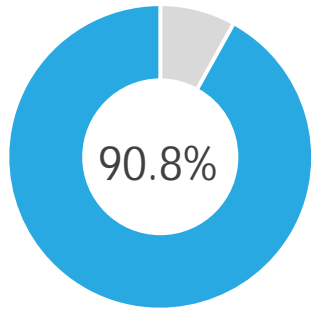


Construction Footprint*



303 Owner Groups
268 in ND & 37 in MN⁺
271 settlements achieved
26 ongoing negotiations
7 in litigation

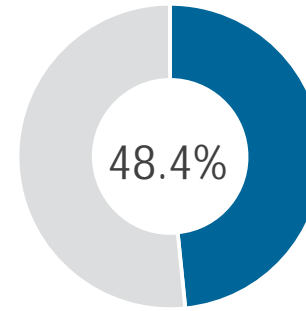
89.1% of owner groups have settled



574 Parcels
521 settlements achieved
33 ongoing negotiations
20 in litigation

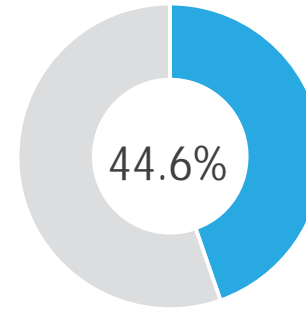
90.8% of parcels have been acquired

UMA Footprint**



254 Owner Groups
189 in ND & 68 in MN⁺
123 settlements achieved
92 ongoing negotiations
46 in litigation

48.4% of owner groups have settled



569 Parcels
254 settlements achieved
231 ongoing negotiations
84 in litigation

44.6% of parcels have been acquired

* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

⁺ Some owner groups have property in both states

** Does not include parcels affected by or within Christine or Wolverton ring levees

Property Acquisition Status Report

Key Activities:

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed 16 parcels / 4 landowners
- Received authorization to send Last Written Offer letters for property rights in MN parcels to maintain construction schedule
- Approved the first plat of project lands in Wiser Township for the Diversion Channel
- Approved three declarations of Excess Lands, and began the process to dispose of Excess Lands following policy

Memorandum



To: Metro Flood Diversion Board of Authority
From: Joel Paulsen, Executive Director
Cc: John Shockley, MFDA Legal Counsel
Date: October 26, 2023
Re: Disposal of Abandoned Rail Right of Way

In accordance with and pursuant to prior policy direction from the Diversion Authority Board, the Metro Flood Diversion Authority (MFDA) and the Cass County Joint Water Resource District (CCJWRD) recently completed the acquisition of the CHS Elevator and underlying property rights, Red River Valley & Western Railroad operating rights, and a portion of BNSF Railway right of way near Horace, ND. These purchases were part of an effort to abandon the rail line and avoid constructing a rail bridge across the future FM Area Diversion Storm Water Diversion Channel (SWDCAI). Assuming the MFDA and the CCJWRD acquire the entire abandoned rail corridor right of way from BNSF Railway, the estimated cost savings are greater than \$6 million due to eliminating the construction of a rail bridge.

BNSF Railway is currently following North Dakota Century Code Chapter 49-09, which outlines the statutory process for abandoned railroad right of way sales to priority purchasers. If the priority purchasers choose not to purchase the rail corridor, the MFDA and CCJWRD are obligated, thru an agreement with BNSF Railway, to purchase any remaining right of way. The attached map shows highlighted in green and yellow the right of way that has been purchased by the MFDA and CCJWRD. The orange highlighted corridor represents the portion of the corridor where private parties have the priority to purchase the right of way. The blue highlighted corridor represents the portion of the corridor that the City of Horace has the priority to purchase the right of way (next priority purchaser for this area would be the adjoining landowner).

The MFDA purchase price of the CHS Elevator was \$3,040,000, which was not an appraised value of the property but was agreed between the MFDA and CHS to replace the elevator's storage capacity by compensating CHS to build additional capacity at another one of CHS's existing facilities. The purchase of the CHS Elevator was a condition by CHS to abandon use of the rail line (CHS was the sole customer on the rail line) which facilitated the abandonment of the rail line by RRVWR. The purchase price of the associated rail line and associated land (excluding the elevator) was \$1,085,377 for 8.61 acres. This purchase price was based on an appraised value and per BNSF requirements, it included a 15% railroad corridor enhancement factor.

The City of Horace’s 2045 Comprehensive Plan identifies the city’s desire to construct a public trail along this rail corridor, as it plays “a critical role in connecting the most heavily programmed areas of the park system.” In 2023 the City of Horace approved moving forward with developing a conditional agreement with the MFDA and the CCJWRD that if the City of Horace purchased its priority portion of rail corridor (highlighted in blue on the attached map), then the MFDA and the CCJWRD would deed the CHS Elevator and associated rail corridor to the City of Horace for \$2.00.

The MFDA staff has reviewed the potential cost savings if the CHS elevator and associated rail corridor were deeded to the City of Horace.

Annual Expenses

Maintenance (mowing and weed spraying @ \$150/acre four times per year)	\$	5,166
CHS Elevator & rail corridor Maintenance (staff time est. at \$115/month)	\$	1,380
Utilities (utility bills average \$380/month)	\$	4,560
Estimated annual taxes and special assessments	\$	10,000

One-Time Expenses

Removal of ballast (required if it does not become a trail corridor)	\$	35,000
Elevator Structures Demolition (estimated cost)		\$ 150,000 - 400,000

Acquisition Expenses

Right of Way (blue highlighted corridor in the attached map)	\$	352,000
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In addition to the cost savings noted above, the City of Horace would also assume responsibility for any and all environmental remediation that would be determined necessary for both the rail corridor and the elevator site. The cost associated with this was not included within the cost savings because it is unknown what level of environmental remediation will be required by the North Dakota Department of Environmental Quality or the United States EPA or other applicable regulatory agency. The City of Horace would also assume the responsibility of taking over and maintaining existing leases on the property, which includes the Horace Fire Department.

Per the Policy on the Disposition and Management of Comprehensive Project Lands (Policy), land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with the Policy. Additionally, when a Member Entity proposes to the Authority to sell Excess Land, Member Entities should observe the following guiding principle stated in the Policy: 1.5.1. Refrain from selling land at less than Market Value.

MFDA staff have estimated the value of the land underlying the elevator in the range of \$1,219,680 (based on 3.5 acres at \$8 per square foot) to \$1,829,520 (based on 3.5 acres at \$12 per square foot). Demolition costs of the elevator are estimated to be between \$150,000 and \$400,000.

On October 10, 2023, the MFDA Planning Committee directed legal counsel to draft an agreement with the City of Horace that would deed the CHS Elevator and associated rail corridor to the City of Horace for public use. If the City of Horace sells the property for development, the agreement would require the City of Horace to share the net profits with the MFDA 50/50. Any reasonable costs incurred by the City in making the property marketable, including but not limited to, inspections, environmental remediation, demolition, listing the Purchase Property, title work, surveys, and any other related costs, will be deducted from the gross profit derived from the sale to a third party before calculating the net profit payment. As part of the agreement, the City of Horace (in lieu of the MFDA) would purchase the ROW corridor shown in blue in Exhibit A for a purchase price of \$352,000.

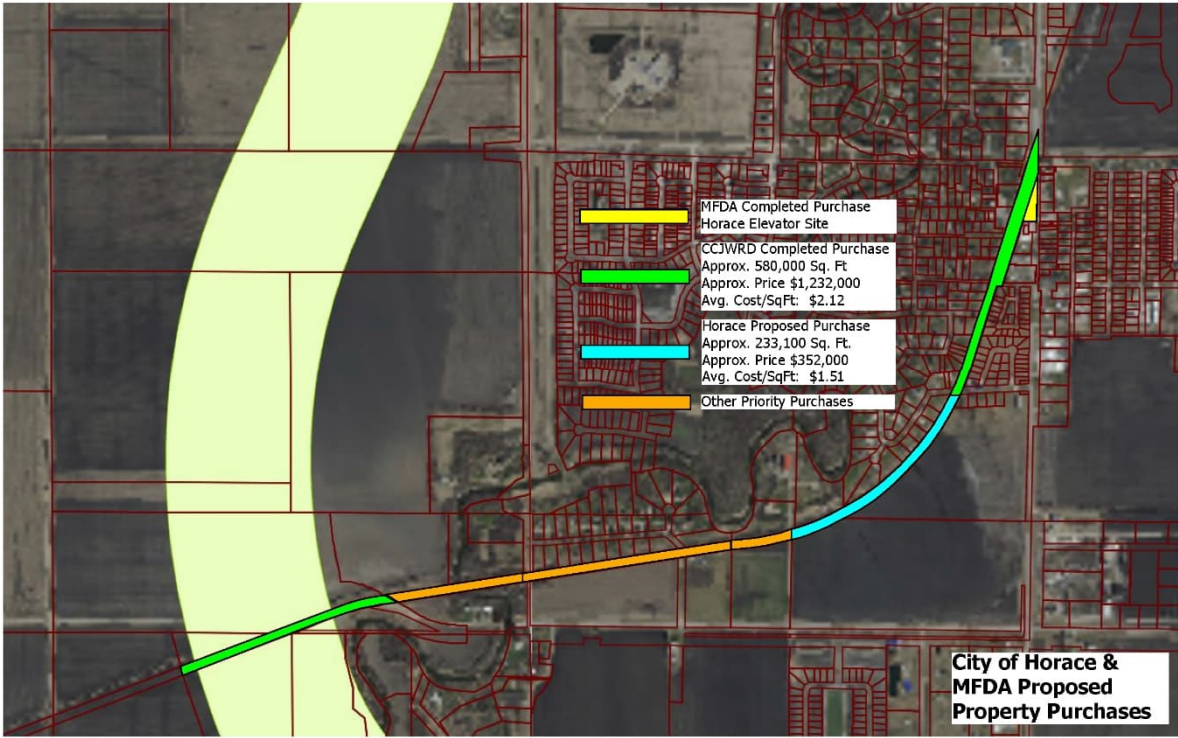
To facilitate a negotiated agreement with the City of Horace, the MFDA Board would need to either:

1. approve an exception to Section 1.5.1 and Section 5 of the Policy to allow for the City of Horace to be deeded the land without:
 - a. allowing for a sale less than market value and,
 - b. not allowing preference to member entities, the prior landowner, the adjacent landowners or conducting a public sale, or
2. make an exception to Section 4.2 of the Policy, which states:

It is the Authority's intent that the sale of Excess Lands, subject to the preferences set forth herein, shall be done via public sale or in the case of Excess Land that is located inside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead, by listing Excess Land with a licensed real estate agent or through a public RFP process such that there is transparent and abundant opportunity for all buyers to purchase the property.

The CHS elevator and rail corridor (as highlighted green and yellow on Exhibit A), are within the extraterritorial zoning jurisdiction of the City of Horace. Listing the excess land with a licensed real estate agent or through a public RFP process, as required in Section 4.2 of the Policy, would provide opportunity for all buyers to purchase the property (including the City of Horace) which would preclude a negotiated agreement with the City.

Exhibit A



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (~~the~~ this “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, whose principal address is 4784 Amber Valley Parkway S, Suite 100, Fargo, ND 58104 (the “Authority”), the Cass County Joint Water Resource District, a North Dakota political subdivision, whose principal address is 1201 Main Ave. W, West Fargo, ND 58078 (“CCJWRD”), and the City of Horace, North Dakota, a North Dakota political subdivision, whose principal address is 215 Park Dr. E, Horace, ND 58047 (the “City”).

RECITALS

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

WHEREAS, following authorization of the Comprehensive Project, the City of Fargo, Cass County, CCJWRD, the City of Moorhead, and Clay County formed the Authority to function as the primary local sponsor of the Comprehensive Project; and

WHEREAS, one aspect of delivering the Comprehensive Project has been acquiring real property interests that are necessary for construction, operation, and maintenance; and

WHEREAS, in negotiating and acquiring real property interests, the Authority, along with CCJWRD, have acquired property interests in excess of those needed for the Comprehensive Project; and

WHEREAS, some of those excess real property interests include a railroad right-of-way extending into the City and an elevator site within the City’s limits; and

WHEREAS, the parties now desire to enter into this Agreement to transfer those real property interests from the Authority and CCJWRD to the City.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **The Purchase Property.**

A. The Authority agrees to sell, and the City agrees to purchase, upon the terms and conditions contained in this Agreement, the Authority’s interest in and to the following real property in Cass County, North Dakota, described as follows:

That part of Auditor’s Lot Number One of the Northeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows, to-wit: Commencing at a point 502 feet South of the Northeast

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corner of Section 19, Township 138, Range 49 West of the Fifth Principal Meridian, thence South along said East boundary line of Section 19, 131 feet, thence straight West to the Fargo and Southwestern Railroad right-of-way a distance of 149 feet, thence Easterly along said South line of said right-of-way 164 feet, thence East 108 feet to place of beginning.

AND

That part of Auditor's Lot Number One of the Northeast Quarter of the Northeast Quarter of Section 19, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows, to-wit:: Begin 235.4 feet South and 33 feet West of Northeast corner of Section 19, Township 138, Range 49, South 265 feet, West 76.4 feet, North to right-of-way, Northeast along right-of-way to beginning.

The property described above is the "Authority Purchase Property." The Authority does not warrant fee simple ownership of the Authority Purchase Property.

The above-described purchase of the Authority Purchase Property includes all of the Authority's right, title, and interest in any buildings, fixtures, structures, and improvements on the Authority Purchase Property. A map of the Authority Purchase Property is attached hereto as Exhibit A.

B. CCJWRD agrees to sell, and the City agrees to purchase, upon the terms and conditions contained in this Agreement, CCJWRD's interest in and to the following real property in Cass County, North Dakota, described as follows:

That part of the Northeast Quarter of Section 19, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 838.80 feet to a point on the westerly line of ARROWWOOD SECOND ADDITION, according to the recorded plat thereof, said point also being on the easterly right-of-way line of the Red River Valley & Western Railroad, the point of beginning of the tract to be described; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 111.03 feet to a point on the westerly line of said railroad right-of-way; thence northerly 463.50 feet along the said westerly right-of-way line, and along a non-tangential curve concave westerly having a radius of 2,809.20 feet and a central angle of 09 degrees 27 minutes 12 seconds, the chord of said curve bears North 19 degrees 54 minutes 54 seconds East with a chord length of 462.97 feet; thence North 15 degrees 11 minutes 18 seconds East tangent to the last described curve and along said westerly right-of-way line a distance of 2,138.36 feet; thence North 74 degrees 48 minutes 42 seconds West

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continuing along said westerly right-of-way line a distance of 50.00 feet; thence North 15 degrees 11 minutes 18 seconds East continuing along said westerly right-of-way line, and the northerly extension thereof a distance of 135.20 feet to a point on the north line of said Northeast Quarter; thence North 88 degrees 33 minutes 47 seconds East along said north line a distance of 170.78 feet to the northeast corner of said Northeast Quarter; thence South 01 degree 36 minutes 35 seconds East along the east line of said Northeast Quarter a distance of 125.80 feet to a point of intersection with said easterly right-of-way line; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 1,278.20 feet to a point on the northerly line of A REPLAT OF THE FIRST REPLAT OF BLOCK SIX AND SEVEN OF SHEYENNE COUNTRY ESTATES ADDITION, according to the recorded plat thereof; thence South 88 degrees 43 minutes 34 seconds West along the northerly line of said plat, and along said easterly right-of-way line a distance of 52.14 feet; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 909.02 feet; thence southwesterly 430.90 feet along said easterly right-of-way line, and along a tangential curve, concave northwesterly, having a radius of 2,909.20 feet and a central angle of 08 degrees 29 minutes 11 seconds to a point on the south line of said Northeast Quarter, to the point of beginning.

The above-described tract contains 8.04 acres, and is subject to all easements, restrictions, reservations, and rights-of-way recorded and unrecorded.

AND

That part of the Southeast Quarter of Section 18, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South 88 degrees 33 minutes 47 seconds West along the south line of said Southeast Quarter a distance of 14.29 feet to a point on the easterly right-of-way line of the Red River Valley & Western Railroad, the point of beginning; thence continuing South 88 degrees 33 minutes 47 seconds West along the south line of said Southeast Quarter a distance of 103.79 feet to a point on the westerly right-of-way line of said Red River Valley & Western Railroad; thence North 14 degrees 05 minutes 53 seconds East along said westerly right-of-way line a distance of 442.45 feet to a point on the east line of said Southeast Quarter; thence South 01 degree 22 minutes 49 seconds East along the east line of said Southeast Quarter a distance of 374.71 feet to a point on said easterly right-of-way line; thence South 14 degrees 05 minutes 53 seconds West along said easterly right-of-way line a distance of 53.53 feet to the point of beginning.

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The above-described tract contains 0.57 acres, and is subject to all easements, restrictions, reservations, and rights-of-way recorded and unrecorded.

The property described above is the “CCJWRD Purchase Property.” CCJWRD does not warrant fee simple ownership of the CCJWRD Purchase Property. The CCJWRD Purchase Property and the Authority Purchase Property are, collectively, the “Purchase Property.”

The above-described purchase of the CCJWRD Purchase Property includes all of CCJWRD’s right, title, and interest in any buildings, fixtures, structures, and improvements on the CCJWRD Purchase Property. A map of the CCJWRD Purchase Property is attached hereto as Exhibit B.

2. **Purchase Contingency.** The closing of the sale and purchase of the Purchase Property between the Authority, CCJWRD, and the City is dependent upon the following contingency:

A. *City Purchase of Railroad ROW.* The City and BNSF Railway Company shall have closed upon the sale of the real property identified on Exhibit C (the “BNSF Purchase Property”), with BNSF Railway Company being the seller thereof and the City being the purchaser thereof. The map included on Exhibit C is a generalization of the limits of the BNSF Purchase Property, and the limits will be more specifically defined by survey. The parties intend that the limits of the CCJWRD Purchase Property and the BNSF Purchase Property will abut.

3. **Fixtures, Structures, and Personal Property.** The City’s purchase of the Purchase Property includes the purchase of all the Authority’s and CCJWRD’s right, title, and interest in and to all buildings, fixtures, structures, and other improvements upon the Purchase Property. Except as otherwise set forth herein, all personal property located on the Purchase ~~Prise~~ Property at Closing is included in the City’s purchase. The City acknowledges that neither the Authority nor CCJWRD will have any responsibility for costs or work associated with demolition, renovation, or remediation of the Purchase Property. **THE PURCHASE PROPERTY IS SOLD BY THE AUTHORITY AND CCJWRD ON ~~AS-AN~~ “AS IS, WHERE IS, AND WITH ALL FAULTS” BASIS AND THEY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, REGARDING THE PURCHASE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ENVIRONMENTAL CONDITION, EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTES IN, ON, UNDER, OR AFFECTING THE PURCHASE PROPERTY, PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AUTHORITY AND CCJWRD DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND THAT ANY BUILDINGS OR OTHER IMPROVEMENTS LOCATED ON THE PURCHASE PROPERTY ARE LOCATED ENTIRELY WITHIN ANY APPLICABLE BOUNDARY LINES. THE CITY EXPRESSLY AGREES THAT THIS SECTION SHALL SURVIVE CLOSING AND THE DELIVERY OF ANY CONVEYANCING DOCUMENTS.**

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4. **Purchase Price.** The purchase price for the Authority Purchase Property is One and No/100 Dollar (\$1.00), and the purchase price for the CCJWRD Purchase Property is One and No/100 Dollar (\$1.00), for a total of Two and No/100 Dollars (\$2.00) (the “Purchase Price”). The limited amount of the Purchase Price is due to the consideration that the City will pay to BNSF for the BNSF Purchase Property, ~~and~~ the benefits resulting to the Authority and CCJWRD from that purchase, and the City’s costs in making the Purchase Property useable. The Authority and CCJWRD specifically acknowledge the Purchase Price represents full and final payment to the Authority and CCJWRD as compensation and damages regarding the Purchase Property, except as further defined under Section 10 herein; any buildings, structures, and fixtures on the Purchase Property; and personal property or other items left on the Purchase Property.

5. **Inspections and Environmental.** The City agrees and acknowledges that neither the Authority nor CCJWRD is responsible for any and all pre-existing environmental contamination or liabilities on the Purchase Property. Following execution of this Agreement by the Authority and CCJWRD, the City will be entitled to conduct inspections of the Purchase Property at its own expense. If the City determines a Phase I environmental site assessment or other assessment or investigation, which may or may not include sampling of onsite materials, is necessary, then the City may conduct such study prior to Closing, at the City’s sole expense. The City will schedule any entry onto the Purchase Property with the Authority or CCJWRD, as applicable, in advance and shall comply with the Authority’s and CCJWRD’s reasonable requirements including those relating to security and confidentiality. The City will release, hold harmless, defend, and indemnify the Authority and CCJWRD, and any of their officers or employees, against any and or all losses, claims, damages, or liability in connection with the entry by the City, its agents, or its representatives onto the Purchase Property to complete inspections, assessments, or studies. The City will not perform any invasive testing, including environmental inspections beyond a Phase I environmental site assessment, without obtaining the Authority’s or CCJWRD’s, as applicable, prior written consent. The City will restore the Purchase Property and all improvements to substantially the same condition they were in prior to inspection. The City shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Purchase Property for purposes of statutory liens prior to Closing. The City shall be solely responsible for all liens, costs, claims, and expenses, including attorneys’ and experts’ fees, arising from or relating to the City’s, or its agents’ or representatives’, entry onto or inspection of the Purchase Property, which obligations shall survive Closing. The Authority has completed Phase I and Phase II environmental site assessments on the Purchase Property and will make those assessments available to the City upon request.

THE CITY ACKNOWLEDGES THAT THE CITY HAS HAD THE OPPORTUNITY TO INSPECT THE PURCHASE PROPERTY, THAT THE CITY HAS, IN FACT, INSPECTED THE PURCHASE PROPERTY, AND THAT THE CITY IS PURCHASING THE PURCHASE PROPERTY ON AN “AS IS, WHERE IS, AND WITH ALL FAULTS” BASIS FROM THE AUTHORITY AND CCJWRD.

6. **Closing and Possession.** The closing (“Closing”) will occur on the earlier of: (i) _____, 2023, or (ii) within thirty (30) calendar days after the satisfaction of the contingency set forth in Section 2; provided, however, that the parties may agree, in writing, on any other such date for Closing. At Closing, the Authority and CCJWRD will execute and deliver

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quit claim deeds (the “Quit Claim Deeds”) to the Purchase Property. Also at Closing, the parties will execute an Assignment and Assumption of Leases and Licenses (the “Assignment and Assumption Agreement”), wherein the Authority and CCJWRD will assign, and the City will assume, the Authority’s and CCJWRD’s right, title, and interest under the leases and licenses that encumber the Purchase Property described on Exhibit D (the “Assigned Agreements”). The Assignment and Assumption Agreement will also provide for the release of the Authority and CCJWRD under the Assigned Agreements. The Purchase Property is also further subject to any easements, rights-of-way, and restrictions of record. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following Closing. At Closing, the Authority and CCJWRD will cause the release of any mortgages or other monetary liens encumbering the Purchase Property to the extent created by the Authority or CCJWRD.

7. **Taxes and Utilities.**

A. With regard to the Purchase Property, the Authority and CCJWRD agree to pay all real estate taxes and any installments of special assessments or assessments for special improvements due, levied, or assessed for the year 2022, which are due and payable in 2023, and all prior years. The parties will prorate all real estate taxes and special assessments or assessments for special improvements for the year 2023 with respect to the Purchase Property as of the date of Closing on this transaction.

B. All utilities will have a final reading as of the date of Closing and then be transferred to the City on the date of Closing. The Authority and CCJWRD will be responsible for all charges prior to the final reading; the City will be responsible for all charges after the final reading.

8. **Risk of Loss.** Except as specifically set forth herein, the Authority and CCJWRD remain responsible for all taxes, mortgage payments, insurance premiums, if any, and bear the risk of loss up to and through the date of Closing with respect to general liability, liability for personal injury, and any damage or casualty loss with respect to the Purchase Property, resulting from the use, occupancy, and maintenance of the Purchase Property.

9. **Closing Costs.** The Authority will be responsible for the costs of preparation of the Quit Claim Deeds and preparation of this Agreement.

10. **Profit Sharing.** In the event the City sells, conveys, grants, or otherwise disposes of the Purchase Property to a third party and receives a profit from the sale, conveyance, grant, or disposal as defined herein, the City shall, within thirty (30) days of said transaction closing, will provide payment to CCJWRD and/or the Authority for one-half (1/2) of the net profits derived from the sale. Any reasonable costs incurred by the City in making the property marketable, including but not limited to, inspections, environmental remediation, demolition, listing the Purchase Property, title work, surveys, and any other related costs, will be deducted from the gross profit derived from the sale to a third party before calculating the net profit payment. For example, if the City demolishes the elevators on the Purchase Property for One Hundred Thousand Dollars (\$100,000) and sells the Purchase Property to a private developer for Five Hundred Thousand Dollars (\$500,000), the City would provide payment to the other party in the amount of Two

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Hundred Thousand Dollars (\$200,000). Payment will be made to the entity that previously owned the real property that is subject to the sale or both entities if both properties are subsequently sold. The City will provide evidence of any costs incurred in making the property marketable to CCJWRD and the Authority. This section shall survive Closing and remain in full force and effect for a period of ninety-nine (99) years or when the Purchase Property is sold, conveyed, and transferred to a third party, which ever event occurs first.

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

12. **Survival.** The terms of this Agreement ~~shall will~~ survive the Closing on the Purchase Property.

13. **Assignment.** No party may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other parties.

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

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

16. **Entire Agreement.** This Agreement, together with the relevant closing documents, as well as the Quit Claim Deeds, and including any amendments and exhibits to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

17. **Modifications.** Any modifications, waivers, or amendments of this Agreement must be in writing and signed by all parties to this Agreement.

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

19. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

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20. **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 they have not been influenced by any representations or statements made by any other parties. Each party shall pay its own counsel fees and other expenses (including, without limitation, expenses of investigation, settlement, litigation, and attorney's fees and costs incurred in connection therewith) in connection with the negotiation of this Agreement, the performance of their respective obligations under this Agreement, and the consummation of the transactions contemplated by this Agreement, whether consummated or not.

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

22. **Notices.** All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered if personally delivered by hand, with written confirmation of receipt; (b) when received if sent by a nationally recognized overnight courier service, receipt requested; (c) five (5) business days after being mailed, if sent by first class mail, return receipt requested; or (d) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by electronic transmission device provided that an acknowledgment does not include an acknowledgment generated automatically by an electronic transmission device. Until a party receives written notice in the manner prescribed by this ~~Section~~section 24 to the contrary from another party, the parties can assume that the proper addresses of the Authority, CCJWRD, and the City are as stated in the opening paragraph of this Agreement.

23. **Counterparts.** This Agreement may be executed simultaneously or in three (3) or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

24. **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.

25. **Effective Date.** This Agreement becomes effective upon the date of the last signature appearing below.

(Signatures on the following pages.)

*Metro Flood Diversion Authority and
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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

DRAFT

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Signature Page for the Cass County Joint Water Resource District

The governing body of the Cass County Joint Water Resource District approved this Agreement on the ___ day of _____, 2023.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis, Secretary-Treasurer

DRAFT

***Metro Flood Diversion Authority and
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Signature Page for the City of Horace, North Dakota

The governing body of the City of Horace approved this Agreement on the ____ day of _____, 2023.

CITY OF HORACE, NORTH DAKOTA

By: _____
Kory Peterson, Mayor

ATTEST:

Brenton Holper, City Administrator

DRAFT

Exhibit A

Map of Authority Purchase Property



**Metro Flood Diversion Authority and
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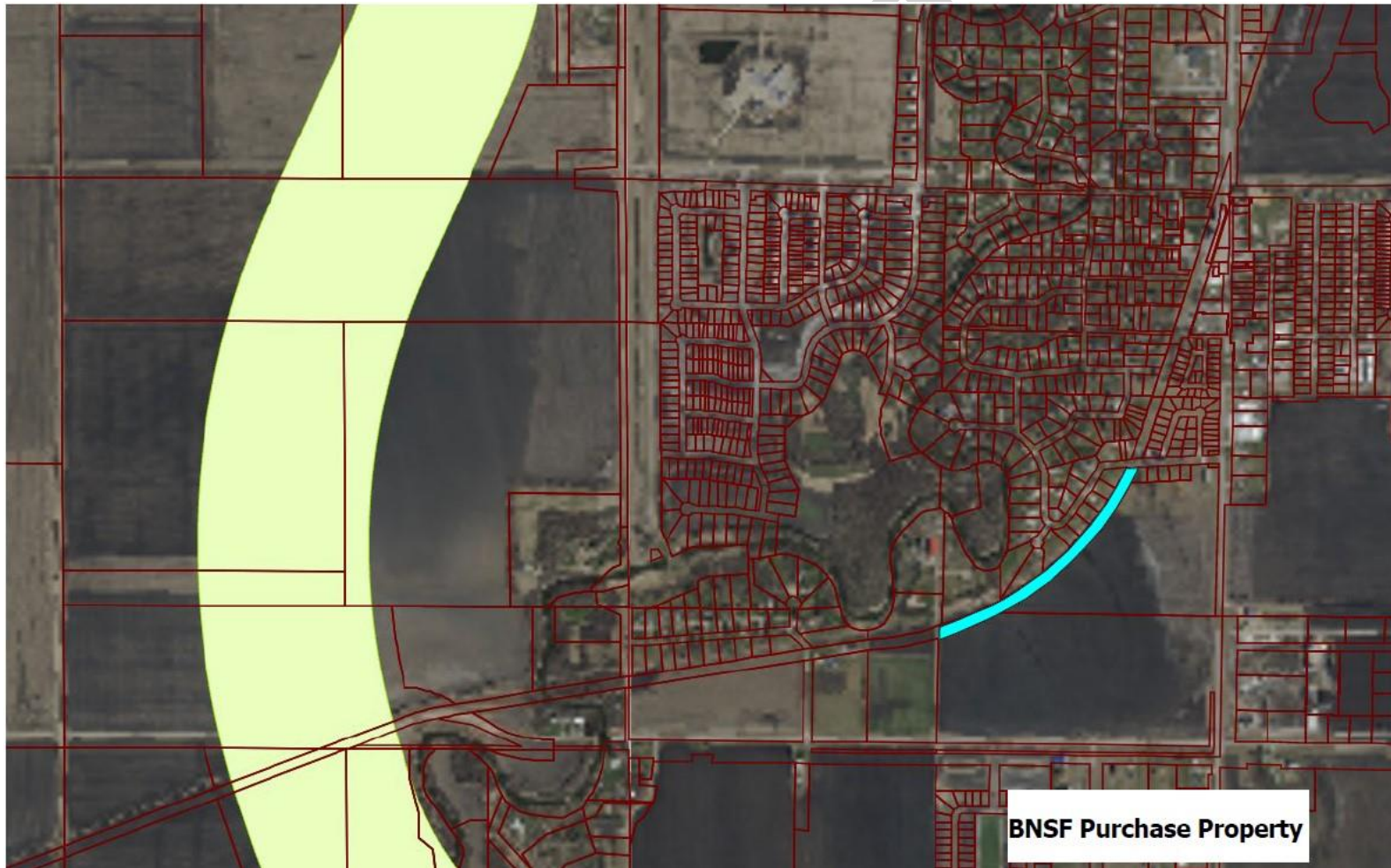
Exhibit B

Map of CCJWRD Purchase Property



Exhibit C

BNSF Purchase Property



***Metro Flood Diversion Authority and
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Exhibit D

Purchase Property Leases and Licenses

1. Leases

A. Indefinite Term Lease by and between Red River Valley & Western Railroad Company, as lessor, and Horace Rural Fire Protection District, a North Dakota corporation, as lessee, dated September 1, 2011; RRVW Lease #08361-4258; BNSF Lease #BF65556.

B. Lease Agreement by and between CCJWRD and Dakota Underground, dated _____.

2. Licenses

Lease No.	Lease Class	Lessee	Property	Description
1319-4157	Underground Cable Connect	Midcontinent Communications	Horace	Underground fiber optic cable - \$500 1 st year; \$50 each year following
1319-4156	Underground Cable Connect	Midcontinent Communications	Horace	Underground communication cable - \$500 1 st year; \$50 each year following
0290-4227	Underground Cable Connect	Cable One, Inc.	Horace	Underground communication line
0290-4228	Underground Cable Connect	Cable One, Inc.	Horace	Underground communication line
0290-4229	Underground Cable Connect	Cable One, Inc.	Horace	Underground communication line
0290-4230	Underground Cable Connect	Cable One, Inc.	Horace	Underground communication line
0341-4275	Underground Pipeline	City of Horace	Horace	Drinking water pipeline at MP 9.85
0341-4278	Underground Pipeline	City of Horace	Horace	Wastewater pipeline at MP 9.85
0318-4263	Electrical Line	Cass County Electric Cooperative	Horace	Underground wireline