



Board Agenda

Diversion Board of Authority

February 22, 2024 @ 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 January 25, 2024 [Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Finance Report [Attachment 01.00] (Pg. 8)
- b. Voucher Approval [Attachment 02.00] (Pg. 28)
- c. DA Board Approval Contract Actions – Nothing for Approval
- d. MOUs and Agreements [Attachment 03.00] (Pg. 41)
 - i. Eagle Valley Evangelical Free Church (Eagle Cemetery) & MFDA Agreement [Attachment 03.01] (Pg. 43)
 - ii. CapX 2020 & MFDA Preliminary Engineering Agreement [Attachment 03.02] (Pg. 57)

REGULAR AGENDA:

5. Executive Director Report
6. General Counsel Update
7. Construction Project Updates
 - a. USACE Project Update [Attachment 04.00] (Pg. 72)
 - b. SWDCAI Project Update [Attachment 05.00] (Pg. 74)
 - c. Project Safety Update [Attachment 06.00] (Pg. 75)
 - d. Drone Footage Video
8. Communications Team Update
9. Land Management Update

- a. Property Acquisition Status Report
[Attachment 07.00] (Pg. 76)
 - b. OIN 837 Excess Land Recommendation
[Attachment 08.00] (Pg. 82)
 - c. OIN 839 Excess Land Recommendation
[Attachment 09.00] (Pg. 89)
 - d. OIN 2185 Excess Land Recommendation
[Attachment 10.00] (Pg. 95)
 - e. OIN 5055Y Excess Land Recommendation
[Attachment 11.00] (Pg. 101)
 - f. OIN 726Y2 & 730Y2 Excess Land Recommendation
[Attachment 12.00] (Pg. 109)
 - g. Disposal of Abandoned Rail Right of Way
[Attachment 13.00] (Pg. 120)
10. Finance Update
- a. City of Fargo Project No. NR-24-A1 STS LS #27
[Attachment 14.00] (Pg. 123)
11. Other Business
12. Closed executive session pursuant to N.D.C.C. § 44-04-19.1 (2) and (9) for Attorney Consultation regarding negotiations update for an amendment to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure.
13. Next Meeting: March 28, 2024
14. 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 – January 25, 2024
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on January 25, 2024. 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; Chad Peterson, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council; Dave Piepkorn, Fargo City Commissioner; David Ebinger, Clay County Commissioner; Kevin Campbell, Clay County Commissioner; Mary Scherling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; John Strand, Fargo City Commissioner; Rodger Olson, Cass County Joint Water Resource District and Larry Seljevoll, Moorhead City Council.

Member(s) absent: no members were absent.

1. CALL TO ORDER
Mayor Carlson called the meeting to order at 3:30 PM. Roll call was taken, and a quorum was present.
 2. APPROVE MINUTES FROM THE DECEMBER 2023 MEETING
MOTION PASSED
Mr. Piepkorn moved to approve the minutes from the December 2023 meeting and Mrs. Scherling seconded the motion. On a voice vote, the motion carried.
 3. APPROVE MINUTES FROM THE JANUARY 2024 SPECIAL MEETING
MOTION PASSED
Mr. Ebinger moved to approve the minutes from the January 2024 special meeting and Mr. Campbell seconded the motion. On a voice vote, the motion carried.
 4. APPROVE ORDER OF THE AGENDA
MOTION PASSED
Mrs. Scherling moved to approve the order of the agenda and Mr. Piepkorn seconded the motion. On a voice vote, the motion carried.
- CONSENT AGENDA
MOTION PASSED
Mr. Strand moved to approve the Consent Agenda and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

5. EXECUTIVE DIRECTOR REPORT

Mr. Paulsen provided the following updates:

Happenings

Presentations & Events:

- Red River Basin Commission Conference

New Year Items:

- Annual Construction and Monitoring Report
- Multiple work packages going out for bids
- Invited to serve on P3 Advisory Board
- Kickoff O&M meetings conducted with each member entity

6. GENERAL COUNSEL UPDATE

a. Resolution Consenting to the Issuance of CCJWRD SERIES 2024A Bonds

Mr. Shockley provided an overview and summary outlining the resolution consenting to the issuance of CCJWRD SERIES 2024A bonds.

MOTION PASSED

Mr. Strand moved to approve the resolution as presented and Mr. Grindberg seconded the motion. On a roll call vote, the motion carried.

b. Resolution Confirming the Appointment of Members to the Diversion Authority Board, and Land Management, Finance, and Planning Committees

Mr. Shockley provided an overview and summary outlining the resolution confirming the appointment of members to the Diversion Authority Board, and Land Management, Finance, and Planning Committees.

MOTION PASSED

Mrs. Scherling moved to approve the resolution as presented and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.

c. Election of Vice Chair for the Diversion Authority Board

Mr. Shockley provided an overview and summary outlining the annual election of the MFDA Board vice chair.

MOTION PASSED

Mr. Peterson nominated Mr. Grindberg as the vice chair of the Diversion Authority Board. No additional nominations were received, and Mayor Carlson closed nominations. Mayor Mahoney seconded the motion and on a voice call, the motion carried.

7. 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 99% complete. Construction completion date is currently estimated to be after December 2023 due issues related to the gate machinery.

Schedule for remaining work:

2024: Complete operating machinery corrections; turf established.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 95% complete. The construction completion date of 3 December 2023 was not met due to work remaining. Remaining schedule:

2024: Complete operating machinery corrections; resolve punchlist items; turf established.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 98% complete. Final inspection held 3 January 2024; turf establishment is by 30 June 2024. Planning for O&M documents and turnover is ongoing.

4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 49% complete. Construction completion date is 19 March 2026. Placing concrete for piers, fabricating gates. Planning to shut down until March.

5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Remaining seeding to occur Spring 2024. Completion date is 1 December 2027.

6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Willow plantings in 2024 during low water conditions.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 69% complete. Embankment construction shut down for the winter, with 1/3 built to full height and remaining to elevation 918. Scheduled completion date is 30 September 2024.

8 Southern Embankment/OHB Ring Levee – 3 phases are out for bids; all remaining reaches nearing completion of design.

- SE-1B: Solicited 12 Dec 2024..... Contract award: February 2024
- SE-2B: Solicited 13 Dec 2024 Contract award: February 2024
- OHB Reach 43B: Solicited 14 Dec 2024 Contract award: March 2024
- SE-4: 95% review started 10 Jan 2024 Contract award: May 2024
- SE-3: 95% review starts March 2024 Contract award: January 2025
- SE-5: 95% review starts March 2024 Contract award: January 2025

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:

Updates

- Newly Functional Features
- Drain 29 Inlet
 - o Channel Reach 1, downstream from CR-4
- BNSF Hillsboro Crossing – Shoofly track installation underway
- CR-4/31 & CR-32 Crossings – Bridge abutments and piers are complete
- Main Channel Excavation – Continuing in Reaches 4, 5 & 6
- Maple River Aqueduct – Foundation work continues
- CR-10 Crossing – Pile driving underway
- Drain 14C Inlet
 - o Channel excavation continues
 - o Baffled chute drop structure, concrete work under-way

30 to 60 Day Outlook

- Main Channel Excavation on Reaches 4 thru 9

Work Continuing – Weather Permitting

- o Maple River Aqueduct - Flume/Conduit Structure
- o Drain 14C Inlet
- o Transportation Crossings
 - I-29
 - BNSF Prosper
 - CR-10
 - CR-22
 - CR-20
 - 38th St

c. Project Safety Update

Mr. Bakkegard provided the safety update for the periods November 1, 2023 to December 31, 2023. There were two recordable events in November with no major incidents. In December, there were no recordable events and only one minor incident that did not result in any lost time.

d. Drone Footage Video

A drone video highlighting the progress that has been achieved since December 2023 was viewed.

8. COMMUNICATIONS UPDATE

Ms. Willson provided the following Communications update:

Videos:

- Faces of the Diversion: Corey Lindeman & Alex Sprunk
- 2023 Year in Review
- Soil 101 & Soil 201 animations
- 9 short-form video updates since mid-December

Media Relations:

- Change in Board chairperson release

Comm Plans:

- Emergency & Crisis Communications Plan updated for 2024
- Editorial calendar updated for 2024

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 93.7% completion in the Construction Footprint
- 51.7% completion in the UMA Footprint
- 83.4% of the parcels in the Southern Embankment have been acquired
- 51.7% of the parcels in the Upstream Mitigation Area have been acquired
- 73.0% of the Environmental Easements have been signed
- 99.0% 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 and property owners without legal representation
- In the last month, successfully closed 13 parcels / 8 landowners
- ~18 parcels / 3 landowners are pending closing in January
- Former landowners have expressed interest in purchasing two of three Excess Lands along SE-1. The third preference letter for the third parcel will be mailed in January to the neighboring landowners, in accordance with the MFDA's Policy on the Disposition and Management of Comprehensive Lands
- Began farmland leases for 2024

10. FINANCE UPDATE

Finance Report

Mayor Dardis reported that the bills payable totaled \$6,725,370, and the current net position is \$211,183,891. Mayor Dardis also reported that the resolution consenting to the issuance of CCJWRD SERIES 2024A bonds was approved and Mr. Steen was re-elected to serve as the finance committee vice chair in 2024.

a. South University Floodwall Repair Project

Mr. Paulsen provided feedback regarding the following questions:

- 1) Is the slumping of the floodwall covered by insurance?
No, the slumping of the floodwall is not covered by the existing insurance that is in place.
- 2) Is submitting a request or grant to the ND State Water Commission an option that has been researched?

Additional funding from the ND State Water Commission is not an option as they have given the maximum amount of \$850 million that is allowable for flood protection. This is dictated by HB1020.

MOTION PASSED

Mr. Campbell made the following motion:

Per the "Resolution Approving the Procedure for Requesting that the City of Fargo Undertake Development of Comprehensive Project In-Kind Work Elements and Authorizing the Reimbursement of Such Development Costs and Expenses" I move to approve adding the South University Floodwall Repair Project (Project #FM-24-A) as a capital maintenance improvement project into the City of Fargo's 2024 LFPAl Project work plan for a total project cost of \$4,895,000, make the appropriate adjustments to the 2024 Cash Budget to include the costs, and track the costs against the LFPAl Projects contingency funds line item.

Mr. Piepkorn seconded the motion and on a roll call vote, with Mr. Strand voting nay, the motion carried.

b. 2024 Final Cash Budget

Mr. Paulsen reported that the final draft of the 2024 cash budget has been updated to include the \$4,895,000 for the repair of the South University floodwall. The revised final cash budget is \$216,313,727.

MOTION PASSED

Mr. Grindberg moved to approve the 2024 cash budget and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.

11. OTHER BUSINESS

MFDA 2024 Calendar of Meetings

Mr. Paulsen shared the 2024 meeting schedule for board and committee meetings.

MOTION PASSED

Mr. Hendrickson moved to approve the calendar as presented and Mayor Mahoney seconded the motion. On a voice vote, the motion carried.

12. NEXT MEETING

The next meeting will be February 22, 2024.

13. ADJOURNMENT

Mr. Peterson moved to adjourn, and Mr. Ebinger seconded the motion. The meeting adjourned at 4:19 PM.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
January 31, 2024

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 172,513,744	\$ 323,934	\$ 172,837,678
Cash Horace 3.01 MIT	4,340,304	-	4,340,304
Cash BRRWD	8,496,668	-	8,496,668
Cash Held In Trust at BND			
Excess Revenue Fund	280,985	-	280,985
Temp Debt Obligation Fund	325,612	-	325,612
Authority Loan Fund	80,740	-	80,740
P3 Reserve Fund	16,133,951	-	16,133,951
SRF Loan Reserve Fund	2,284,920	-	2,284,920
Revenue Fund	1,189	-	1,189
Prepaid Expense	4,973,687	-	4,973,687
Refundable Deposit	50,000	-	50,000
Total assets	209,481,799	323,934	209,805,734
Liabilities			
Vouchers payable	523,145	470	523,615
Retainage payable	144,547	-	144,547
Rent Deposit	13,750	-	13,750
Deferred Revenue	5,500	-	5,500
Total liabilities	686,942	470	687,412
NET POSITION	\$ 208,794,857	\$ 323,464	\$ 209,118,322

Summary Of Expenses
EXP-2024-01

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.33-37	1/18/2024	333320	HighRoad Partners, LLC	\$700.00	JAN 24 HR SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$700.00			
770-7910-429.34-15	1/11/2024	333186	Marco Technologies	\$686.20	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	1/25/2024	333477	Marco Technologies	\$2,042.84	MARCO IT SERVICES	V10301	SERVICE AGREEMENT - IT
	2/1/2024	333576	CONSOLIDATED COMMUNI	\$470.00	ACCT #701 150 0113/0	V00106	EXECUTIVE DIRECTOR
Technical Services / Computer Services				\$3,199.04			
770 Subtotal				\$3,899.04			
790-7910-429.33-25	12/5/2023	1077	OHNSTAD TWICHELL PC	\$116,055.17	Ohnstad Twichell PC	V00102	General & Admin. WIK
	1/5/2024	1082	OHNSTAD TWICHELL PC	\$85,974.83	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$202,030.00			
790-7910-429.34-20	1/11/2024	333115	C THREE MEDIA, LLC	\$13,527.34	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	1/25/2024	333491	Neon Loon Communications, LL	\$9,683.75	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
Technical Services / Marketing / Public Relat.				\$23,211.09			
790-7910-429.34-56	1/24/2024	ES01240	City of Fargo	\$17,483.00	FISCAL AGENT FEE - 01/24	V05902	MONTHLY FISCAL AGENT FEE
	Technical Services / FMDA Fiscal Agent Fees				\$17,483.00		
790-7910-429.38-68	1/18/2024	333314	GA Group, PC	\$4,000.00	GOVT RELATIONS-JAN 24	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	1/18/2024	333285	Ambassador, Inc.	\$925.00	DIVERSION CLEANING-JAN 24	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7910-429.43-50	2/1/2024	333555	Affinixtext Inc	\$6,245.07	DOCUMENT MGMT SERVICES	V11001	DOCUMENT MGMT SERVICES
Repair and Maintenance / Maintenance Service Contract				\$6,245.07			
790-7915-429.33-05	1/18/2024	333284	AECOM	\$39,693.00	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	2/1/2024	333614	HOUSTON-MOORE GROUP L	\$65,053.73	PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$104,746.73			
790-7920-429.33-05	2/1/2024	333614	HOUSTON-MOORE GROUP L	\$17,211.76	PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$17,211.76			

Summary Of Expenses
EXP-2024-01

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-79	1/4/2024	333022	CH2M Hill Engineers Inc	\$609,555.27	P3 SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	1/4/2024	333022	CH2M Hill Engineers Inc	\$470,281.45	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
	1/25/2024	333416	CH2M Hill Engineers Inc	\$552,229.29	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	1/25/2024	333416	CH2M Hill Engineers Inc	\$434,564.54	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
Other Services / Construction Management				\$2,066,630.55			
790-7930-429.33-05	2/1/2024	333554	ADVANCED ENGINEERING I	\$165,739.80	NOV-DEC ENG SERVICES	V00302	PROGRAM MGMT SERVICES
	2/1/2024	333614	HOUSTON-MOORE GROUP L	\$13,493.46	PROJECT MGMT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$179,233.26			
790-7930-429.33-79	1/4/2024	333022	CH2M Hill Engineers Inc	\$43,009.26	ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
	1/25/2024	333416	CH2M Hill Engineers Inc	\$31,399.90	ACQUISITION MGMT SERVICES	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$74,409.16			
790-7930-429.52-70	1/25/2024	333528	Watts and Associates, Inc.	\$1,351.25	INSURANCE PRODUCT DEVEL	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$1,351.25			
790-7930-429.62-51	1/25/2024	333409	Cass County Electric Cooperativ	\$113.00	ACCT 1184422	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$113.00			
790-7930-429.73-20	1/18/2024	333358	Schmidt and Sons Inc.	\$163,947.60	CLEARING & GRUBBING	V03806	WP-50G PROP STRUCT MITIG
Infrastructure / Site Improvements				\$163,947.60			
790-7930-429.80-17	1/25/2024	333410	CASS COUNTY TREASURER	\$5,965.83	2023 TAXES	V01701	ND LAND PURCH-OUT OF TOWN
Debt Service / Property Tax - FMDA				\$5,965.83			
790-7931-429.73-20	1/18/2024	333358	Schmidt and Sons Inc.	\$30,000.00	CLEARING & GRUBBING	V03806	WP-50G PROP STRUCT MITIG
Infrastructure / Site Improvements				\$30,000.00			
790-7940-429.33-06	1/18/2024	333295	BRAUN INTERTEC CORP	\$3,749.18	MATERIALS TESTING	V00407	TASK ORDER #5
Other Services / Quality Testing				\$3,749.18			

Summary Of Expenses
EXP-2024-01

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7941-429.33-05	1/18/2024	333302	MOORE ENGINEERING INC	\$52.50	REIMB MOORE ENGINEERING	V10102	LAGOON
	1/25/2024	333417	CLAY COUNTY AUDITOR	\$186,952.47	CLAY CO HWY 2 PROJECT	V08303	COMSTOCK HIGHWAY 2
	2/1/2024	333565	BUFFALO-RED RIVER WATE	\$175.00	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFI
	2/1/2024	333565	BUFFALO-RED RIVER WATE	\$570.01	CITY OF WOLVERTON PROTECT	V10901	WOLVERTON-FLOOD CONTROL
	2/1/2024	333565	HOUSTON ENGINEERING IN	\$135,947.88	CITY OF WOLVERTON PROTECT	V10901	WOLVERTON-FLOOD CONTROL
	2/1/2024	333565	HOUSTON ENGINEERING IN	\$42,459.25	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFI
	2/1/2024	333572	MOORE ENGINEERING INC	\$3,565.00	REIMB MOORE ENGINEERING	V10102	LAGOON
Other Services / Engineering Services				\$369,722.11			
790-7950-429.33-05	2/1/2024	333672	MOORE ENGINEERING INC	\$4,575.69	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
	2/1/2024	333677	MOORE ENGINEERING INC	\$1,984.77	REIMB MOORE ENGINEERING	V12201	SE CASS WRD MOU
	1/29/2024	ES13230	HOUSTON ENGINEERING IN	\$52,426.60	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
	1/29/2024	ES13230	HOUSTON ENGINEERING IN	\$26,540.50	HOUSTON ENGINEERING INC	V05433	NR24B - LIFT STAT 11 & 57
	1/29/2024	ES13230	KLJ ENGINEERING, LLC	\$16,495.75	KLJ ENGINEERING, LLC	V05434	FM24A-S UNIV WALL REP
	1/29/2024	ES13230	MOORE ENGINEERING INC	\$9,068.50	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
Other Services / Engineering Services				\$111,091.81			
790-7950-429.33-06	1/18/2024	333295	BRAUN INTERTEC CORP	\$1,642.50	MATERIALS TESING	V00406	TASK ORDER #4
	1/18/2024	333295	BRAUN INTERTEC CORP	\$17,164.50	MATERIALS TESTING	V00404	TESTING - NUSTAR PIPELINE
	1/18/2024	333295	BRAUN INTERTEC CORP	\$84,075.00	MATERIAL TESING	V00406	TASK ORDER #4
	1/29/2024	ES13230	BRAUN INTERTEC CORP	\$3,744.38	BRAUN INTERTEC CORP	V05401	DEMOLITION/LEVEE-HARWOOD
Other Services / Quality Testing				\$106,626.38			
790-7950-429.33-25	2/1/2024	333643	MOORE ENGINEERING INC	\$1,158.49	REIMB MOORE ENGINEERING	V08901	MAPLE RIVER-DRAIN EXPENSE
Other Services / Legal Services				\$1,158.49			
790-7950-429.38-99	1/4/2024	333063	Pleasant Township	\$10,514.40	REIMB-TURNER SAND INVOICE	V06801	PLEASANT TOWNSHIP MOU
	1/11/2024	333255	Wiser Township	\$4,989.57	WISER TOWNSHIP MOU ACCESS	V08002	WISER TOWNSHIP MOU
	1/29/2024	ES13230	BRAUN INTERTEC CORP	\$958.25	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
Other Services / Other Services				\$16,462.22			
790-7950-429.41-05	1/4/2024	333020	Cass Rural Water	\$27.05	ACCT #18789-DIVERSION	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$27.05			

Summary Of Expenses
EXP-2024-01

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-20	1/18/2024	333358	Schmidt and Sons Inc.	\$62,499.99	SITE FILL	V03807	AAB SITE - DELIVERING FILL
	2/1/2024	333564	BORDER STATES PAVING, I	\$31,122.00	WP-52C AAB SITE FILL	V12101	AAB SITE FILL LOCAL
Infrastructure / Site Improvements				\$93,621.99			
790-7950-429.73-52	1/29/2024	ES13230	Excavating Inc - Fargo	\$659,782.43	EXCAVATING INC - FARGO	V05426	RR EROSION-UNIV & 52ND AV
Infrastructure / Flood Control				\$659,782.43			
790-7950-429.73-58	1/29/2024	ES13230	City of Fargo	\$11,745.00	City of Fargo	V05419	STORM LIFT STATION #24
Infrastructure / Storm Sewer Systems				\$11,745.00			
790-7950-429.73-70	1/18/2024	333325	JR Ferche Inc.	\$274,105.00	RELOCATE WATER SYSTEM	V11801	WP47D AGREEMENT
	1/18/2024	333373	Wagner Construction Inc.	\$770,028.50	UTILITY RELOCATIONS	V11901	WP47E AGREEMENT
	1/25/2024	333511	SBA Communications	\$851,648.91	EAGLE RUN RELOCATION	V12501	EAGLE RUN RELO
Infrastructure / Utilities				\$1,895,782.41			
790-7951-429.73-70	1/25/2024	333474	LTP Enterprises Inc.	\$55,856.00	PR#1 TEST HOLES TEST WELL	V12301	WP47C AGREEMENT
Infrastructure / Utilities				\$55,856.00			
790-7959-429.38-99	1/29/2024	ES13230	CURTS LOCK & KEY SERVIC	\$264.86	CURTS LOCK & KEY SERVICE	V05406	DRAIN 27 LIFT STATION #56
	1/29/2024	ES13230	CURTS LOCK & KEY SERVIC	\$17.86	CURTS LOCK & KEY SERVICE	V05409	FLOOD MIT-WOODCREST DRIVE
Other Services / Other Services				\$282.72			
790-7959-429.73-52	1/29/2024	ES13230	Key Contracting Inc	\$369,458.01	KEY CONTRACTING INC	V05406	DRAIN 27 LIFT STATION #56
	1/29/2024	ES13230	Key Contracting Inc	\$678,357.00	KEY CONTRACTING INC	V05431	STORM LIFT IMPR #47 & #48
Infrastructure / Flood Control				\$1,047,815.01			
790-7990-429.33-25	12/5/2023	1077	OHNSTAD TWICHELL PC	\$67,385.80	Ohnstad Twichell PC	V00102	General & Admin. WIK
	1/5/2024	1082	OHNSTAD TWICHELL PC	\$37,565.27	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$104,951.07			
790-7990-429.33-47	2/1/2024	333664	Program Advisor Services, LLC	\$33,843.00	DEC CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$33,843.00			
790-7990-429.34-57	1/25/2024	2114	BANK OF NORTH DAKOTA	\$17,483.00	BND TRUSTEE FEE 01/2024	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$17,483.00			

Summary Of Expenses
EXP-2024-01

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7998-555.90-81	1/24/2024	ES01240	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN TRF - JAN	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$7,427,503.17			

Total Amount Invoiced this period:	\$7,431,402.21	
	\$0.00	Less Paid Retainage
	\$7,431,402.21	Total Less Paid Retainage

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$360,267,521.26	\$360,267,521.26	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$153,515,026.12	\$114,219,563.11	\$39,295,463.01	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,530,504.39	\$71,058,771.90	\$23,471,732.49	Engineering Services
INDUSTRIAL BUILDERS INC	\$62,623,575.39	\$62,623,575.39	\$0.00	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$53,183,800.00	\$53,183,800.00	\$0.00	Local Share
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$37,785,300.00	\$37,785,300.00	\$0.00	Debt Service
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
OHNSTAD TWICHELL PC	\$21,749,462.70	\$21,749,462.70	\$0.00	Legal Services
KEY CONTRACTING INC	\$20,315,278.41	\$20,315,278.41	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
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
ADVANCED ENGINEERING INC	\$14,379,176.00	\$11,899,233.37	\$2,479,942.63	Lands Management and Public Outreach
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
DORSEY & WHITNEY LLP	\$11,254,130.50	\$11,254,130.50	\$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	\$7,751,300.14	\$7,745,661.39	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$6,741,567.77	\$6,179,658.52	\$561,909.25	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,324,229.08	\$3,040,869.53	\$3,283,359.55	Engineering Services
CASS RURAL WATER	\$6,108,858.56	\$6,108,858.56	\$0.00	Utilities and Utility Relocation
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,884,100.74	\$5,867,251.62	\$16,849.12	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,003,678.20	\$373,321.80	P3 Financial Advisory Services
HOUSTON ENGINEERING INC	\$5,326,631.10	\$5,326,631.10	\$0.00	Engineering Services
BRAUN INTERTEC CORP	\$4,875,527.01	\$1,836,404.07	\$3,039,122.94	Materials Testing
PROSOURCE TECHNOLOGIES, INC	\$4,298,291.71	\$3,309,458.93	\$988,832.78	Land Acquisition Services

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY GOVERNMENT	\$3,978,136.48	\$3,978,136.48	\$0.00	Gravel on County Rd 17 Bypass
RED RIVER VALLEY ALLIANCE LLC	\$3,759,118.36	\$3,759,118.36	\$0.00	P3 Developer payments
CENTURYLINK COMMUNICATIONS	\$3,730,366.73	\$3,600,193.71	\$130,173.02	Utility Relocation
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
MAGELLAN PIPELINE	\$3,607,000.00	\$2,852,375.85	\$754,624.15	Utility Relocation
BNSF RAILWAY CO	\$3,602,991.40	\$3,581,295.20	\$21,696.20	Permits for In-Town Levee Projects
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
CROWN APPRAISALS	\$2,823,230.00	\$2,104,530.00	\$718,700.00	Flowage Easements Valuation and Appraisal Services
SELLIN BROS INC	\$2,814,909.59	\$2,814,909.59	\$0.00	Riverwood Flood Risk Project - Construction
SCHMIDT AND SONS INC.	\$2,745,080.50	\$2,701,222.83	\$43,857.67	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	\$2,615,378.40	\$1,802,075.31	\$813,303.09	Electrical Services
PROGRAM ADVISOR SERVICES, LLC	\$2,510,982.87	\$1,989,667.22	\$521,315.65	Program Consulting Services
HDR ENGINEERING, INC.	\$2,478,606.52	\$1,828,642.32	\$649,964.20	Engineering 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
CASS COUNTY JOINT WATER RESOURCE DI	\$2,051,021.26	\$2,051,021.26	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
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	\$1,611,901.59	\$1,478,634.59	\$133,267.00	Land Acquisition Services
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
WAGNER CONSTRUCTION INC.	\$1,476,462.45	\$770,028.50	\$706,433.95	Utility Relocation
AECOM	\$1,401,419.14	\$1,007,632.97	\$393,786.17	Cultural Resources Investigations
CASS COUNTY TREASURER	\$1,372,112.65	\$1,372,112.65	\$0.00	Property Taxes

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
XCEL ENERGY-FARGO	\$1,259,000.36	\$1,259,000.36	\$0.00	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
EXCAVATING INC - FARGO	\$1,120,637.81	\$1,120,637.81	\$0.00	Excavation and Utilities
CONSOLIDATED COMMUNICATIONS	\$1,080,657.97	\$1,080,657.97	\$0.00	Utility Relocation
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
MINNKOTA POWER COOPERATIVE	\$940,269.48	\$565,269.48	\$375,000.00	Utility Relocation
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
CITY OF HORACE	\$914,178.15	\$914,178.15	\$0.00	Infrastructure Fund
TERRACON CONSULTING ENGINEERS	\$887,718.41	\$887,718.41	\$0.00	Materials Testing
SBA COMMUNICATIONS	\$851,648.91	\$851,648.91	\$0.00	Utility Relocation
LARKIN HOFFMAN ATTORNEYS	\$831,674.36	\$831,674.36	\$0.00	Legal Services
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
COMPASS LAND CONSULTANTS, INC	\$804,820.00	\$632,389.43	\$172,430.57	Property Appraisal Services
UNITED STATES ENVIRONMENTAL PROTECTI	\$767,386.35	\$767,386.35	\$0.00	WIFIA LOAN APPLCATION FEE
BORDER STATES PAVING, INC	\$762,980.64	\$762,980.64	\$0.00	Street repairs
CC STEEL, LLC	\$755,550.09	\$755,550.09	\$0.00	Lift Station Improvements
MASTER CONSTRUCTION CO INC	\$739,364.30	\$739,364.30	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services
PATCHIN MESSNER VALUATION COUNSELORS	\$641,462.50	\$485,133.75	\$156,328.75	Property Appraisal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NEON LOON COMMUNICATIONS, LLC	\$635,958.00	\$313,201.83	\$322,756.17	Communications Support
CLAY COUNTY AUDITOR	\$613,712.50	\$613,712.50	\$0.00	Property Taxes - MN
BANK OF NORTH DAKOTA	\$600,289.83	\$600,289.83	\$0.00	Legal review fees
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
LINSCO, INC.	\$534,003.11	\$534,003.11	\$0.00	House Demo and Removal
MIDCONTINENT COMMUNICATIONS	\$527,490.41	\$527,490.41	\$0.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA CO.	\$491,334.67	\$491,334.67	\$0.00	General Landscaping and Planting (WP-42G)
BUFFALO-RED RIVER WATERSHED DISTRICT	\$474,032.90	\$474,032.90	\$0.00	Retention Projects - Engineering Services
RED RIVER VALLEY COOPERATIVE ASSOC	\$450,770.81	\$450,770.81	\$0.00	Electricity - Home Buyouts
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
LTP ENTERPRISES INC.	\$438,600.00	\$55,856.00	\$382,744.00	Test Holes and Test Well Drilling
BEAVER CREEK ARCHAEOLOGY	\$396,970.25	\$369,370.25	\$27,600.00	Engineering Services
C THREE MEDIA, LLC	\$394,063.70	\$308,343.07	\$85,720.63	Videography Services
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
RICK ELECTRIC INC	\$371,207.00	\$371,207.00	\$0.00	Riverwood Flood Risk Project - Electrical
NDSU BUSINESS OFFICE-BOX 6050	\$356,145.00	\$356,145.00	\$0.00	Ag Risk Study Services
WATTS AND ASSOCIATES, INC.	\$350,000.00	\$327,082.35	\$22,917.65	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
JR FERCHE INC.	\$315,515.30	\$274,105.00	\$41,410.30	Water System Improvements
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
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	\$247,163.75	\$1,750.00	Advertising Services

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
MICHAEL H KLEIN	\$234,965.25	\$86,196.10	\$148,769.15	Communications Support
DAWSON INSURANCE AGENCY	\$232,155.45	\$232,155.45	\$0.00	Property Insurance - Home Buyouts
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
APEX ENGINEERING GROUP INC	\$227,256.79	\$227,256.79	\$0.00	Engineering
WILLIAM D. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
PLEASANT TOWNSHIP	\$218,722.25	\$218,722.25	\$0.00	Building Permit Application
GA GROUP, PC	\$204,229.32	\$160,229.32	\$44,000.00	Government Relations
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
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
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	\$137,044.00	\$137,044.00	\$0.00	Mowing and weed control
EIDE BAILLY LLP	\$131,643.25	\$104,420.75	\$27,222.50	Audit Services

Data Through Date: Friday, January 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MARCO TECHNOLOGIES	\$125,554.72	\$67,521.39	\$58,033.33	IT Services
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
AFFINITEXT INC	\$118,630.00	\$74,413.20	\$44,216.80	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
TINJUM APPRAISAL COMPANY, INC.	\$108,500.00	\$108,500.00	\$0.00	Property Appraisal Services
MAPLETON TOWNSHIP	\$108,030.00	\$108,030.00	\$0.00	Lost tax revenue and attorney fees
DAVID CLARDY	\$105,215.05	\$105,215.05	\$0.00	Home buyouts - easement

145 Vendors

Report Totals:

\$1,115,385,809.19

\$1,033,275,949.33

\$82,109,859.86

Data Through Date: Friday, January 26, 2024

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	292	131	100%	0	\$1,097,231
BIOGEO	293	291	2	100%	0	\$325,546
HC	130	1	129	100%	0	\$771,685
CHANNEL	708	501	206	100%	1	\$99,121,577
ENV	1	0	0	0%	1	\$0
HC	237	31	206	100%	0	\$3,559,111
LAP01	130	130	0	100%	0	\$8,026,504
LAP02	99	99	0	100%	0	\$13,602,554
LAP03	84	84	0	100%	0	\$22,790,904
LEGACY	156	156	0	100%	0	\$51,141,254
SheyMit	1	1	0	100%	0	\$1,250
Habitat Improve	22	6	0	27%	16	\$2,000
ENV	5	5	0	100%	0	\$0
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	483	406	35	91%	42	\$82,234,048
DRAIN 27	39	39	0	100%	0	\$20,565,082
HC	40	5	35	100%	0	\$458,806
LEGACY	113	113	0	100%	0	\$20,856,041
SE_I29	10	10	0	100%	0	\$4,383,360
SE-1	43	42	0	98%	1	\$6,526,631
SE-2A	13	13	0	100%	0	\$3,914,646
SE-2B	74	69	0	93%	5	\$11,318,469
SE-3	9	9	0	100%	0	\$1,009,802
SE-4	64	37	0	58%	27	\$3,368,482
SE-5	20	12	0	60%	8	\$575,059
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	1	0	50%	1	\$500

Data Through Date: Friday, January 26, 2024

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	1	0	33%	2	\$1,750
SheyMit	3	1	0	33%	2	\$1,750
WP36	2	2	0	100%	0	\$2,750
WRDAM	2	2	0	100%	0	\$2,750
WP38	1,027	296	352	63%	379	\$82,700,059
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	570	287	0	50%	283	\$81,411,685
UMA-C	56	0	0	0%	56	\$0
UMA-W	40	0	0	0%	40	\$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	49	4	80%	13	\$37,850,061
HC	4	0	4	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42	56	43	0	77%	13	\$19,835,126
WP43	268	121	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	6	6	0	100%	0	\$3,589,519
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	19	19	0	100%	0	\$5,286,226
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	3,150	1,682	893	82%	575	\$382,866,068

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2024

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		7,604,598.67	-	595,320.88	-	8,199,919.55
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		302,111,767.90	-	5,109,571.44	(18,602,518.67)	161,368,761.24

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2024**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		167,827,442.16	-	2,563,701.41	(9,049,382.33)	161,368,761.24
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				
The W1/2SW1/4 of Section 33, Township 138 North, Range 49 West of the Fifth Principle Meridian, Cass County, North Dakota	10/26/2023	53,576.00				
Part of NE1/4 SE1/4 24-136-49 Richland County	10/26/2023	20,685.00				
Lots 17 and 18, Block 2, of River Shore Subdivision a part of Government Lots 5, 6 and 7, of Section 7, Township 137 North, Range 48 West, Cass County, North Dakota.	12/28/2023	73,064.40				
Part of NE1/4 27-138-49 Cass County North Dakota	12/28/2023	1,252,891.00				
		<u>366,878,542.01</u>	-	39,880,699.23	(18,980,226.54)	<u>387,779,014.70</u>
				Property Management Expense		5,997,020.21
				Grand Total		<u>\$ 393,776,034.91</u>

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of January 31, 2024**

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	\$ 30,283,715.00	\$ 30,283,715.00
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
			\$ 181,287,969.92	\$ 180,070,530.41

Legacy Bond Fund Balance Report
As of 01/31/2024

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 244,239,213.51

Funds Requested					
	2021	2022	2023	2024	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	\$ 3,974,515.98		\$ 6,638,508.38
August	\$ 5,059,974.19	\$ 13,491,974.29	\$ 13,633,750.92		\$ 32,185,699.40
September	\$ 2,970,327.95	\$ 8,406,666.33	\$ 965,586.18		\$ 12,342,580.46
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	\$ 85,268,626.10	\$ -	\$ 191,260,786.49

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
Nov 2023			\$ 18,573,853.08		\$ 18,573,853.08
					\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ -	\$ 191,260,786.49

State Revolving Fund (SRF) Status Report
As of 01/31/2024

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	9,589,377.67
Available Balance Remaining	\$	42,044,622.33

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	\$ 2,539,289.51	03-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,130.56	25-Jul-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	24-Oct-23
6	01-Aug through 31-Oct. 2023	\$ 2,731,423.54	07-Feb-24
Total		\$ 12,320,801.12	

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	\$ 1,600,121.65	21-Aug-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	08-Nov-23
Total		\$ 9,589,377.67	

Finance Committee Bills from February 2024

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #117 CCJWRD	\$	1,291,641.68
Clay County	Diversion bills – Request #38 MCCJPA	\$	541,974.88
City of Fargo	Reimburse complementary in-town flood projects	\$	137,159.65
Ohnstad Twichell, P.C.	Legal services rendered through January 21, 2024	\$	129,315.18
Cass Rural Water Users District	Reimburse engineering services related to MOU	\$	72,427.45
Cass County	Reimburse misc expenses from Diversion Authority office	\$	8,843.16
Total Bills Received through February 14, 2024		\$	<u>2,181,362.00</u>



Cass County
Joint Water
Resource
District

SENT VIA EMAIL

February 12, 2024

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 \$1,291,641.68 regarding the above referenced projects. The breakdown is as follows:

Rick Steen
Manager
Fargo, North Dakota

Metro Flood Diversion	\$1,301,159.09
Oxbow-Hickson-Bakke Ring Levee	(9,517.41)

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

Nina M. Stone
Accountant

Enclosures

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES

2/12/2024

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/26/2024				-303,705.00	The Title Company	Land Sale - OIN 217Y and 1094Y
1/25/2024				-636,845.75	The Pifer Group	2023 land lease distribution
1/29/2024	1/8/2024	193338	130007	11,272.50	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition
1/29/2024	1/8/2024	193340	160007	895.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II
1/29/2024	1/8/2024	193341	160007	5,370.50	Ohnstad Twichell, P.C.	Legal Channel Phase III
1/29/2024	1/8/2024	193342	170007	23,198.50	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
1/29/2024	1/8/2024	193343	187007	1,585.00	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment
1/29/2024	1/8/2024	193344	207007	1,569.00	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27
1/29/2024	1/8/2024	192768	237007	441.00	Ohnstad Twichell, P.C.	Legal-FM Diversion MLGC Dispute
1/29/2024	1/8/2024	193347	237007	877.95	Ohnstad Twichell, P.C.	Legal-Lien Defense
1/29/2024	1/8/2024	193348	187007	70.00	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements
1/29/2024	1/8/2024	193349	207007	325.50	Ohnstad Twichell, P.C.	Gust (OIN 952) QTED
1/29/2024	1/8/2024	193350	207007	1,449.00	Ohnstad Twichell, P.C.	Brandt RLT (OIN 9348) QTED
1/29/2024	1/8/2024	193351	207007	777.00	Ohnstad Twichell, P.C.	Wanzek Estate (OIN 8672-8675/9747) QTED
1/29/2024	1/8/2024	193352	207007	140.00	Ohnstad Twichell, P.C.	Libbrecht (OIN 698/9756-9759) QTED
1/29/2024	1/8/2024	193353	207007	126.00	Ohnstad Twichell, P.C.	Perhus (OIN 747/751/5014-5015/5277) QTED
1/29/2024	1/8/2024	193354	207007	1,396.50	Ohnstad Twichell, P.C.	Brodshaug RLT (OIN 5008/1930/1932/1940-1941/8517-8518) QT
1/29/2024	1/8/2024	193355	217007	1,291.50	Ohnstad Twichell, P.C.	Coster RET (OIN 9736-9737) QTED
1/29/2024	1/8/2024	193356	227007	63.00	Ohnstad Twichell, P.C.	Ricker (OIN 872-875) ED
1/29/2024	1/8/2024	193357	227007	63.00	Ohnstad Twichell, P.C.	Varriano (OIN 1130) ED
1/29/2024	1/8/2024	193358	227007	94.50	Ohnstad Twichell, P.C.	Anderson (OIN 1896/2052) ED
1/29/2024	1/8/2024	193359	227007	63.00	Ohnstad Twichell, P.C.	Brakke (OIN 1964) ED
1/29/2024	1/8/2024	193360	227007	157.50	Ohnstad Twichell, P.C.	Askegaard (OIN 2051) ED
1/29/2024	1/8/2024	193361	227007	63.00	Ohnstad Twichell, P.C.	Cossette (OIN 2361) ED
1/29/2024	1/8/2024	193362	227007	8,064.00	Ohnstad Twichell, P.C.	Emden Partners (OIN 836/232/5613) ED
1/29/2024	1/8/2024	193363	227007	63.00	Ohnstad Twichell, P.C.	Brakke (OIN 845) ED
1/29/2024	1/8/2024	193364	227007	31.50	Ohnstad Twichell, P.C.	Storvick (OIN 860/2205) ED
1/29/2024	1/8/2024	193365	227007	63.00	Ohnstad Twichell, P.C.	Brakke (OIN 1938/1977/1978) ED
1/29/2024	1/8/2024	193366	227007	63.00	Ohnstad Twichell, P.C.	Cossette (OIN 1946) ED
1/29/2024	1/8/2024	193367	227007	7,654.50	Ohnstad Twichell, P.C.	Hamilton (OIN 1949/1956/5036) ED
1/29/2024	1/8/2024	193368	227007	63.00	Ohnstad Twichell, P.C.	Brakke P (OIN 1974/1976) ED
1/29/2024	1/8/2024	193369	227007	63.00	Ohnstad Twichell, P.C.	Hertsgaard Family LLLP (OIN 2042) ED
1/29/2024	1/8/2024	193370	227007	63.00	Ohnstad Twichell, P.C.	Braaten (OIN 5032) ED
1/29/2024	1/8/2024	193371	237007	63.00	Ohnstad Twichell, P.C.	Erickson (OIN 2025) ED
1/29/2024	1/8/2024	193372	237007	630.00	Ohnstad Twichell, P.C.	Brandt Trust (OIN 1922/1927) ED
1/29/2024	1/8/2024	193373	237007	63.00	Ohnstad Twichell, P.C.	Norberg (OIN 5023) ED
1/29/2024	1/8/2024	193374	237007	63.00	Ohnstad Twichell, P.C.	Trottier (OIN 1958) ED
1/29/2024	1/8/2024	193375	237007	63.00	Ohnstad Twichell, P.C.	Hanson (OIN 1898) ED
1/29/2024	1/8/2024	193376	237007	378.00	Ohnstad Twichell, P.C.	Evert (OIN 1895/1991) ED
1/29/2024	1/8/2024	193377	237007	63.00	Ohnstad Twichell, P.C.	Loffelmacher 9OIN 831) ED
1/29/2024	1/8/2024	193378	237007	63.00	Ohnstad Twichell, P.C.	JRD Campbell Family Investment LLP (OIN 9404)
1/29/2024	1/8/2024	193379	237007	63.00	Ohnstad Twichell, P.C.	KLF LLP (OIN 9347) ED
1/29/2024	1/8/2024	193380	237007	63.00	Ohnstad Twichell, P.C.	Ihle (OIN 1959) ED
1/29/2024	1/8/2024	193381	237007	315.00	Ohnstad Twichell, P.C.	Richard Farm Enterprises (OIN 1095) ED
1/29/2024	1/8/2024	193382	237007	63.00	Ohnstad Twichell, P.C.	Johnson (OIN 9423) ED
1/29/2024	1/8/2024	193383	237007	126.00	Ohnstad Twichell, P.C.	Brakken (OIN 1173N) ED
1/29/2024	1/8/2024	193384	237007	13,522.83	Ohnstad Twichell, P.C.	2023 Consolidated ED Actions
1/29/2024	1/8/2024	193385	237007	819.00	Ohnstad Twichell, P.C.	Colehour (OINs 866-867/2032-2033/2035/8360) ED
1/29/2024	1/8/2024	193386	237007	535.50	Ohnstad Twichell, P.C.	Brakke (OIN 1920/1933/1934/1939) ED
1/29/2024	1/8/2024	193387	237007	1,308.00	Ohnstad Twichell, P.C.	Boyer (OIN 1967/1968) ED
1/29/2024	1/8/2024	193388	237007	583.50	Ohnstad Twichell, P.C.	Richard (OIN 1903/1905/1907/1908/1910/1913/1914/1957/1960) ED
1/29/2024	1/8/2024	193389	237007	111.00	Ohnstad Twichell, P.C.	Duval (OIN 1912)
1/29/2024	1/8/2024	193390	237007	128.00	Ohnstad Twichell, P.C.	Rupp (OIN 9231/9232) ED
1/12/2024	12/13/2023	1200578986		17,489.92	HDR Engineering Inc	TO1 Property Acquisition Services
1/12/2024	12/31/2023	13783.00-44		13,866.75	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services
1/12/2024	12/5/2023	ARIV1022846	R12.00049	4,877.50	Ulteig Engineers, Inc.	TO 2 - Proj Mgmt and ROW Services
1/12/2024	12/21/2023	ARIV1024803	R12.00049	4,171.00	Ulteig Engineers, Inc.	TO 2 - Proj Mgmt and ROW Services
1/12/2024	12/1/2023	4993		31,000.00	Crown Appraisals, Inc.	TO 7, Amendment 0 appraisals
1/12/2024	9/29/2023	4971		16,000.00	Crown Appraisals, Inc.	TO 6, Amendment 3 flowage easement reports

1/12/2024	12/29/2023	4998		12,000.00	Crown Appraisals, Inc.	TO 6, Amendment 5 Horace grain elevator appraisal
1/12/2024	11/30/2023	2654	3283-00	3,880.69	ProSource Technologies LLC	TO 2 - Proj Mgmt and ROW Services
1/12/2024	1/12/2024			962,175.56	The Title Company	Penny Cirks property purchase
1/12/2024	1/12/2024			384,218.00	The Title Company	Storvick Flowage and environmental easements
1/10/2024	12/25/2023			27.05	Cass Rural Water Users District	service to 5331 County Road 81
1/29/2024	1/11/2024	832779	38810.00028	118.50	Larkin Hoffman Attorneys	Legal-Alm Flowage Easement acquisition
1/29/2024	1/11/2024	832772	38810.00014	39.50	Larkin Hoffman Attorneys	Legal-Brungard/Nelson Flowage Easement
1/29/2024	1/11/2024	832769	38810.00007	316.00	Larkin Hoffman Attorneys	Legal-Daniel Flaten
1/29/2024	1/11/2024	832770	38810.0001	158.00	Larkin Hoffman Attorneys	Legal-Derek Flaten
1/29/2024	1/11/2024	832783	38810.00053	671.50	Larkin Hoffman Attorneys	Legal-Granholt Family Farm LLLP
1/29/2024	1/11/2024	832771	38810.00012	364.75	Larkin Hoffman Attorneys	Legal-Hanson Flowage Easement
1/29/2024	1/11/2024	832773	38810.00017	260.00	Larkin Hoffman Attorneys	Legal-Johnson Larry and Jane FE
1/29/2024	1/11/2024	832784	38810.00057	553.00	Larkin Hoffman Attorneys	Legal-Joshua Kinneberg
1/29/2024	1/11/2024	832774	38810.00019	39.50	Larkin Hoffman Attorneys	Legal-Klein Flowage Easement
1/29/2024	1/11/2024	832780	38810.00041	267.25	Larkin Hoffman Attorneys	Legal-Knudsen, Kenneth and Melanie
1/29/2024	1/11/2024	832775	38810.0002	197.50	Larkin Hoffman Attorneys	Legal-Kopp Flowage Easement
1/29/2024	1/11/2024	832781	38810.0005	222.25	Larkin Hoffman Attorneys	Legal-Gary H Nelson
1/29/2024	1/11/2024	832776	38810.00024	118.50	Larkin Hoffman Attorneys	Legal-Ness Family Trust FE
1/29/2024	1/11/2024	832777	38810.00026	197.50	Larkin Hoffman Attorneys	Legal-Patrick Flowage Easement
1/29/2024	1/11/2024	832768	38810.00004	4,226.50	Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land
1/29/2024	1/11/2024	832778	38810.00027	592.50	Larkin Hoffman Attorneys	Legal-Speten, Kenneth and Karen Flowage Easement
1/29/2024	1/11/2024	832782	38810.00052	592.50	Larkin Hoffman Attorneys	Legal-James Thoreson
1/29/2024	1/10/2024	36653	19706	200.00	Moore Engineering, Inc.	Engineering - MOU
1/29/2024	1/10/2024	36654	19706	387.50	Moore Engineering, Inc.	Engineering - Task 2-P3 Legal Drain Inlet Technical Reviews
1/29/2024	1/11/2024	1200587169		14,013.75	HDR Engineering Inc	TO1 Property Acquisition Services
1/29/2024	1/12/2024	1122560		36.65	Cass County Electric Cooperative	service to 1701 14 St S
1/29/2024	1/12/2024	1132241		48.87	Cass County Electric Cooperative	Service to 5251 174 1/2 AV SE
1/29/2024	1/12/2024	1125474		246.38	Cass County Electric Cooperative	Service to 12004 57 ST S
1/29/2024	10/25/2023	1777		122.65	Cass Rural Water Users District	service to 5331 County Road 81
1/29/2024	1/23/2024			119,762.15	Larry A Brandt Revocable Trust	ED matters
1/29/2024	1/23/2024			507,809.39	Karen G. Offutt Trust U/A	ED matters
1/29/2024	1/11/2024			54,000.00	Jim Hagenson	crop damage OIN 8675/8674

Total 1,301,159.09

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
1/25/2024					-12,937.91	The Pifer Group	2023 land lease distribution
1/29/2024	1/8/2024	193339		140007	3,420.50	Ohnstad Twichell, P.C.	Legal - OHB Levee Project
Total					-9,517.41		
Grand Total					1,291,641.68		



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

February 13, 2024
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	\$541,974.88
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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

Vendor	Invoice Date	Invoice Description	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Barnesville Record Review	12/4/23	JPA mtg 12/4/23	\$36.00	12082	1/25/24	2/7/24	563944	2/13/2024
Red River Valley Coop	1/3/24	svc 13689 3rd St S	\$53.94		1/25/24	2/7/24	564008	2/13/2024
Patchin Messner Appraisals Inc.	1/12/24	appraisal oin 1665	\$1,500.00	21923-AK	1/23/24	2/7/24	117621	2/13/2024
Larkin Hoffman	1/11/24	Prof svcs thru 12/31/23	\$2,645.40	832790	2/3/24	2/7/24	117592	2/13/2024
Larkin Hoffman	1/11/24	Prof svc thru 12/31/23	\$3,980.00	832792	1/1/24	2/7/24	117592	2/13/2024
Ohnstad Twichell	1/4/24	general 2023	\$4,817.30	193326	1/12/24	2/7/24	563998	2/13/2024
Ohnstad Twichell	1/4/24	eminent domain	\$5,299.00	193327	1/12/24	2/7/24	563998	2/13/2024
Ohnstad Twichell	1/4/24	Southern embankment	\$11,329.50	193325	1/12/24	2/7/24	563998	2/13/2024
Ohnstad Twichell	1/4/24	eminent domain	\$11,339.10	193328	1/12/24	2/7/24	563998	2/13/2024
ProSource Technologies	12/31/23	Prof svc thru 12/30/23	\$13,065.51	2791	1/23/24	2/7/24	564004	2/13/2024
SRF Consulting Group	12/31/23	Prof svc thru 12/31/23	\$22,288.17	13820.00-39	1/16/24	2/7/24	564015	2/13/2024
Ohnstad Twichell	1/4/24	Upstream mitigation	\$40,110.80	193324	1/12/24	2/7/24	563998	2/13/2024
Red River Valley Coop	2/2/24	svc 13689 3rd st s	\$57.16		2/12/24	2/14/24	564075	2/13/2024
The Title Co	1/25/24	Closing OIN 1879 Blilie	\$210,070.00		1/25/24	2/2/24	TBD	2/13/2024
The Title Co	2/2/24	Flowage & enviro easement Barton	\$65,217.00		2/1/24	2/2/24	TBD	2/13/2024
The Title Co	2/8/24	Flowage easement Jacobs	\$150,166.00		2/5/24	2/8/24	TBD	2/13/2024

\$541,974.88



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

February 6, 2024

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

Dear Metro Flood Diversion Board of Authority,

Note: Request #30

The City of Fargo is submitting request #29 for reimbursement invoices paid totaling \$137,159.65. These costs are for work on complementary in-town flood protection projects for costs paid in January 2024, but relate to 2023.

Project Narrative, this request:

Project Number	Project Description	Amount
FM15F	Harwood, Hackberry, & River Drive - Flood Risk	3,600.00
FM15J	Belmont Flood Risk Management Project	2,889.50
FM22C	Lift Station 55 & 56 - Flood Mitigation	84,608.75
FM24A	South University Wall Rep	46,061.40
Total Expense for Period		\$137,159.65

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
Period 13, 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
FM15F5	FLOOD RISK-Harwd Hack Rvr	46035305103332	APPRAISAL SERVICES	3,600.00	333367	123123	01/18/2024	TINJUM APPRAISAL COMPANY	13	2023	1
			460-3530-510.33-32 - Total	3,600.00							
FM15F5 - Total				3,600.00							
FM15J5	FLOOD MIT-Belmt Prk/mtk	46035305103305	FEMA LOCAL SHARE	2,889.50	ES13230005	ES13230005	01/04/2024	City of Fargo	13	2023	2
			460-3530-510.33-05 - Total	2,889.50							
FM15J5 - Total				2,889.50							
FM22C1	FLOOD MIT-Lift Staln55/56	46035305103476	sever televis	615.75	SS20231301	SS20231301	01/04/2024	City of Fargo	13	2023	5
			460-3530-510.34-76 - Total	615.75							
FM22C1 - Total				615.75							
FM22C3	FLOOD MIT-Lift Staln55/56	46000002062000	Retainage and Retainage R	18,053.00	333223	FM22C3 #8 013	01/11/2024	RICK ELECTRIC INC	13	2023	3
			460-0000-206.20-00 - Total	18,053.00							
FM22C3				18,053.00							
FM22C3	FLOOD MIT-Lift Staln55/56	46035305107358	Lift Station #55 Electric	63,840.00	333223	FM22C3 #8 001	01/11/2024	RICK ELECTRIC INC	13	2023	3
			460-3530-510.73-58 - Total	63,840.00							
FM22C3				63,840.00							
FM22C3	FLOOD MIT-Lift Staln55/56	46035305107360	Electrical	2,100.00	333223	FM22C3 #8 002	01/11/2024	RICK ELECTRIC INC	13	2023	3
			460-3530-510.73-60 - Total	2,100.00							
FM22C3 - Total				83,993.00							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	31,050.05	333044	10200808	01/04/2024	KLJ ENGINEERING, LLC	13	2023	4
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	7,502.25	333044	10200809	01/04/2024	KLJ ENGINEERING, LLC	13	2023	4
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOOD WALL	6,663.60	333044	10200810	01/04/2024	KLJ ENGINEERING, LLC	13	2023	4
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	845.50	333044	10200811	01/04/2024	KLJ ENGINEERING, LLC	13	2023	4
			460-3530-510.33-05 - Total	46,061.40							
FM24A0 - Total				46,061.40							
Overall - Total				137,159.65							

Feb 5, 2024

8:27:20 AM

ÖHNSTAD TWICHELL, P.C.
Attorneys at Law

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

15-1395 JTS Invoice # 193997

Flood Diversion Board
 Bond Counsel Work - PPP

Date: February 2, 2024

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	100.8	\$387.00	\$39,009.60
CMM	28.5	\$387.00	\$11,029.50
LDA	2.2	\$387.00	\$851.40
KJS	61.0	\$387.00	\$23,607.00
ABG	6.2	\$340.00	\$2,108.00
DCP	19.1	\$340.00	\$6,494.00
TJF	10.3	\$240.00	\$2,472.00
AJR	70.5	\$215.00	\$15,157.50
MRH	31.8	\$195.00	\$6,201.00
CEB	2.0	\$145.00	\$290.00
LDS	0.3	\$165.00	\$49.50
Total Fees:	332.4		\$107,269.50
Monthly Credit Card Processing Fee			\$3,644.43
NDRIN			\$37.00
Prof Service Fee Gwendolyn			\$8,000.00
Travel/Mileage			\$10,102.90
Meals			\$211.35
Recording Fees			\$50.00
Total Expenses:			\$22,045.68
Grand Total			\$129,315.18

	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
KKW Katherine K. Wong, Associate	\$240.00
MAN Morgan A. Nyquist, Associate	\$265.00
CAS Carol A. Stillwell, Paralegal	\$215.00
AJR Andrea J. Roman, Paralegal	\$215.00
CRR Christie R. Rust, 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
LDS Lynne D. Spaeth, Paralegal	\$165.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$170.00

ÖHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

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

Page 2 of 2

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 193997 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$37,958.30
151395-4	Public Finance Issues	\$116.10
151395-5	Consultant Contract Review/Development	\$1,242.70
151395-9	Environmental Permitting Issues/NEPA	\$232.20
151395-13	Third Party Utility MOU's	\$10,144.30
151395-24	P3 Implementation	\$41,606.80
	P3 Contract Administration (\$65,488 & \$97,054.28 to be paid by DA)	
151395-26	Appraisal Review	\$154.80
151395-27	UMA/Utility Review	\$10,895.10
151395-28	CCJWRD Temporary RIB 2024A	\$4,803.10
151395-29	Deed Restrictions	\$116.10
TOTAL		\$107,269.50



Cass Rural Water Users District

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

Reimbursement Request #4 Memorandum of Understanding Diversion Channel and Associated Infrastructure

<u>Line</u>	<u>Cost Item</u>	<u>Vendor</u>	<u>Amount</u>
1	Engineering Fees	AE2S	\$72,427.45

**CASS RURAL WATER DISTRICT
ENGINEERING FEES - PLAN REVIEW DIVERSION CHANNEL AND ASSOCIATED
INFRASTRUCTURE - 2023**

<u>INVOICE</u> <u>DATE</u>	<u>Invoice</u> <u>Number</u>	<u>Amount</u>
4/25/2023	86899	\$13,276.75
5/23/2023	87500	\$9,154.60
6/27/2023	88128	\$9,019.75
7/25/2023	88806	\$10,194.00
8/22/2023	89319	\$7,516.25
9/26/2023	89931	\$4,249.00
10/24/2023	90533	\$12,039.75
11/21/2023	91220	\$3,559.10
12/19/2023	91763	\$2,713.50
1/23/2024	92425	\$704.75
<hr/>		
TOTAL		\$72,427.45



INVOICE: INV008166

Date 02/06/2024
 Invoice account 198

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

Description	Quantity	Unit price	Amount
FM DIVERSION MISC EXPENSE	1.00	8,843.16	8,843.16
FM DIVERSION PAYROLL EXPENSE	1.00	119,393.04	119,393.04

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
128,236.20	0.00	0.00	128,236.20	0.00	0.00	USD	128,236.20

Due date 03/07/2024



Please detach and send this copy with remittance.

MAKE CHECK

PAYABLE TO:

Cass County Government
 211 9th Street South
 P.O Box 2806
 Fargo, ND 58108-2806

Invoice: **INV008166**

Date: 02/06/2024

Total: 128,236.20

Name: CITY OF FARGO

Account #: 198

Due date 03/07/2024



Diversion Board of Authority Meeting

February 22, 2024

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)

MOU Parties	Project	MOU or Agreement Cost and Summary
Eagle Valley Evangelical Free Church & MFDA	Eagle Cemetery	This MOU describes the roles and responsibilities of the Eagle Valley Evangelical Free Church and the Authority for the Eagle Cemetery project. The Authority and the Church determined mitigation options to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include utilization of fill in lower areas to mitigate the need for flowage easements, removal and replacement of headstones, replacement of the culvert at the cemetery access, removal and replacement of fencing that would be impacted by placement of the fill, and removal and replacement of certain trees and shrubs impacted by the fill areas.
CAP X & MFDA	Preliminary Engineering Agreement	The agreement describes the roles and responsibilities of the Authority and the CapX 2020 project partners for a preliminary engineering assessment of potential impacts to the CapX 2020 project infrastructure as a result of the Comprehensive Project. The Authority will reimburse the CapX 2020 project partners for expenses incurred for such initial assessment. The cost estimate for this work is \$396,000.

AGREEMENT RELATED TO IMPACTS, MITIGATION REQUIREMENTS, AND PROPOSED MITIGATION MEASURES FOR EAGLE CEMETERY

THIS AGREEMENT (the “Agreement”) is made and entered into this __ day of _____, 2024 (the “Effective Date”) by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, ND 58104 (the “Authority”), and Eagle Valley Evangelical Free Church, whose post office address is 17515 County Road 2, Christine, ND 58015 (the “Church”).

RECITALS

WHEREAS, the Authority is a joint powers entity consisting of Clay County, Minnesota; the City of Moorhead, Minnesota; Cass County, North Dakota; the City of Fargo, North Dakota; and the Cass County Joint Water Resource District, North Dakota (the “Member Entities”); and

WHEREAS, the United States Army Corps of Engineers (“USACE”), the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, conducted studies to determine what flood protection could be developed to protect the Fargo-Moorhead metropolitan area; and

WHEREAS, on July 11, 2016, the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Authority (the “Non-Federal Sponsors”) and the USACE entered into the Project Partnership Agreement (“PPA”) which sets forth the responsibilities of the Non-Federal Sponsors and the USACE for the implementation of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, the leaders and representatives of the Authority entered into a Joint Powers Agreement, dated June 1, 2016 (the “JPA”) that established procedures and a governing structure to secure flood risk reduction for the Fargo-Moorhead metropolitan area; and

WHEREAS, Section 7.01(z) of the JPA allows the Authority to enter into contracts or other arrangements with cemetery associations or non-profit entities operating cemeteries for operation or assistance in the design and construction of the Comprehensive Project; and

WHEREAS, in 2014, USACE conducted a federal cemetery mitigation study that identified mitigation options for cemeteries impacted by the Comprehensive Project; and

WHEREAS, federal project operation requirements dictate that the Authority obtain flowage easements on land within USACE federal Mitigation Zone 1 and Mitigation Zone 2 for the Comprehensive Project, including cemeteries; and

WHEREAS, in addition, the Authority, Richland-Wilkin Joint Powers Authority, Buffalo-Red River Watershed District, and the Cities of Wolverton and Comstock, Minnesota entered into a settlement agreement for the resolution of all claims, actions, disputes, and litigation pertaining to Plan B, the proposed flood protection project (the “Settlement Agreement”); and

WHEREAS, the Settlement Agreement requires the Authority to provide reasonably sufficient and annual funds to affected cemeteries located within the Staging Area to develop and construct reasonable cemetery protection plans, which may include ring dikes/levees, fencing, maintenance requirements, and/or internal water management and discharge system inside the ring dikes/levees surround the cemetery to eliminate and prevent any impact of the Comprehensive Project; and

WHEREAS, in addition, the Authority developed the Property Rights Acquisition and Mitigation Plan to document the property rights acquisition and mitigation policies to be followed for the Comprehensive Project (the “PRAM”); and

WHEREAS, the PRAM requires the Authority to develop a cemetery protection plan to identify impacts, mitigation requirements, and proposed mitigation for individual cemeteries affected by the Comprehensive Project; and

WHEREAS, in accordance with the Settlement Agreement and PRAM, the Authority adopted the Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the Staging Area and with viewshed impacts as a result of the Comprehensive Project; and

WHEREAS, the Authority and the Church desire to set forth in writing their mutual understandings and to define the terms and conditions of each Party’s rights and obligations in connection with impacts and mitigation measures as a result of the Comprehensive Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

AGREEMENT

1. **DEFINITIONS.** All capitalized and bolded terms used and not otherwise defined herein shall have the meanings given to them in the Cemetery Protection Plan unless a different meaning clearly applies from the context.

“100-Year Flood Event” means the flood event that has a one percent (1%) chance of being met or exceeded in any year.

“500-Year Flood Event” means the flood event that has a two-tenths percent (0.2%) chance of being met or exceeded in any year.

“Agreement” means this Agreement by and between the Authority and the Church.

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

“Best Efforts” means acting in Good Faith and in accordance with generally accepted commercial practices and using reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with applicable Federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable Federal or state law.

“Business Day” means any day that is not a Saturday, a Sunday, or a public holiday under the laws of North Dakota.

“Church” means Eagle Valley Evangelical Free Church, the Church that operates Eagle Cemetery.

“Cemetery” means Eagle Cemetery located in Section 20, Township 136 North, Range 48 West, Eagle Township, Richland County, North Dakota.

“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 with a Finding of No Significant Impact (FONSI) signed September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated February 2019 with FONSI signed February 28, 2019, and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B.

“Construction Work” means all work for the Project related to construction.

“Effective Date” means the date provided in the initial paragraph.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

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

“MDNR Permit” means the MDNR Dam Safety and Public Works Water Permit No. 2018-0819, and any amendments thereto.

“Member Entities” means those entities – the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Cass County, North Dakota; Clay County, Minnesota, and CCJWRD – signing the Joint Powers Agreement and establishing the Authority.

“Mitigation Zone 1” means areas with a depth difference of one (1) foot or greater for the 100-Year or 500-Year Flood Events (whichever is greater) within Cass and Clay Counties and along the Red River corridor within Richland and Wilkin Counties.

“Mitigation Zone 2” means areas outside of Mitigation Zone 1 with a depth difference of one (1) foot or greater for the 100-Year or 500-year Flood Event (whichever is greater).

“Mitigation Zone 3” means the area in North Dakota beyond Mitigation Zone 1 and Mitigation Zone 2, where the Comprehensive Project causes a hydraulic effect of 0.5 feet or more at the 100-Year Flood Event.

“Party” means either the Authority or the Church, as the context requires, and its representatives, successors, and assigns.

“Post Operation Debris Clean-up and Restoration Plan” means the plan described in Article XIX of the Settlement Agreement.

“PRAM” means the Property Rights Acquisition and Mitigation Plan.

“Project” means work to be completed to mitigate the effects of the Comprehensive Project on Eagle Cemetery.

“Project Work” means all efforts necessary to accomplish the Project, including all coordination, design work, design review, permitting, construction work, inspection, and maintenance of records, whether provided by the Authority or the Church.

“Settlement Agreement” means the Settlement Agreement by and between the Authority, the Richland-Wilkin Joint Powers Authority, the Buffalo-Red River Watershed District, the City of Wolverton, Minnesota, and the City of Comstock, Minnesota, dated as of February 1, 2021.

“Site” means the physical location at which any Project Work is being done, has been done, or will be done as part of the Project.

“Staging Area” means the area upstream of the Southern Embankment, Diversion Inlet Structure, Red River Structure, and the Wild Rice River Structure (both of which are being built as part of Plan B) that will be used to store floodwater when the Comprehensive Project is fully operational. The Staging Area includes Mitigation Zone 1 and Mitigation Zone 2.

“Upstream Mitigation Area” or “UMA” means the area where the Authority is required to obtain property rights for the temporary storage of floodwaters during Comprehensive Project operations. The UMA includes Mitigation Zone 1, Mitigation Zone 2, Mitigation Zone 3, and Mitigation Zone 4.

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

2. **PURPOSE.** The federal cemetery mitigation study conducted by USACE identified eleven (11) cemeteries in the Staging Area that would experience impacts from the Comprehensive Project. An illustration of the Staging Area is attached as **Exhibit A**. As a result of the approval of Plan B and changes to the Comprehensive Project, the Authority has determined that eight (8) of the eleven (11) cemeteries originally identified will potentially experience impacts as a result of the Comprehensive Project, including the Cemetery. The purpose of this Agreement is to identify potential impacts, describe mitigation measures, and ensure a coordinated, timely, and cost-effective process for completing the Project, which is defined further in Section 3.
3. **DESCRIPTION OF PROJECT.** The Cemetery is in Mitigation Zone 3 of the Comprehensive Project. Potential impacts to the Cemetery include increased potential for grass and tree damage over existing conditions due to greater depth and duration of flooding if the flooding occurs during the growing season and loss of access to the Cemetery. The Authority and Church determined mitigation options to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include the utilization of fill in lower areas to mitigate the need for flowage easements, removal and replacement of headstones, replacement of the culvert at the cemetery access, removal and replacement of fencing that would be impacted by placement of the fill, and removal and replacement of certain trees and shrubs impacted by the fill areas (collectively, referred to as the “Project”).
4. **PERFORMANCE OF PROJECT WORK.** If the Church is unable to perform the work, the Authority or its Member Entities will perform the Project Work. The Authority will not be responsible for the burial or other activities on the Site.
5. **FUNDS PROVIDED BY THE AUTHORITY.** The Authority is responsible for providing initial and annual funds for the design, construction, operation, and maintenance of the Project as defined in this Agreement. The Authority agrees to pay the costs of reasonable professional fees for the Project (e.g., legal fees) to the Church.
6. **FLOWAGE EASEMENT.** The Authority is required to obtain flowage easements for cemeteries in the Staging Area that have area within Mitigation Zone 1, Mitigation Zone 2, Mitigation Zone 3, or Mitigation Zone 4. Since the Authority and Church have determined mitigation options to prevent impacts to the Cemetery include the utilization of fill in lower areas, a flowage easement is not required for the Cemetery.

7. **FENCING.** The Authority and Church have determined that fencing in the Cemetery may need to be removed and replaced as a result of the Project. If the Church, or its contractor, are unable to perform the work, the Authority or its Member Entities will be responsible for the removal and replacement of fencing at the Cemetery.
8. **UTILIZATION OF FILL IN LOWER AREAS.** The Authority has determined that there are areas within the Cemetery where the Comprehensive Project may impact areas of low elevation. The Authority will place fill in areas of impact so that there is less than 0.5 feet of impact. Once fill is placed, the Authority shall be responsible for final grading and seeding of the affected areas. Attached as **Exhibit B** is a map depicting areas within the Cemetery that may be impacted by the Comprehensive Project.
9. **DRIVEWAY ACCESS TO CEMETERY, EMBANKMENTS, AND REPLACEMENT OF CULVERT.** The Authority and Church have determined that the Project will impact driveway access to the Cemetery. The Authority shall raise the driveway access so it is level with the road at the entrance of the Cemetery. The Authority shall ensure driveway embankments are sloped in a reasonable manner, taking into consideration the height of the driveway access. The Authority shall also replace the culvert located at the Cemetery access.
10. **REPLACEMENT OF HEADSTONES.** The Authority and Church understand and agree that the Church shall be responsible for obtaining and providing the Authority with a quote for costs associated with the removal and replacement of headstones at the Cemetery. The Authority shall provide funds upfront to the Church for any costs associated with the removal and replacement of headstones in excess of fifteen thousand dollars (\$15,000). The Authority shall then reimburse the Church for the remainder of the invoice, in accordance with Section 16 of this Agreement.
11. **REMOVAL OF TREES AND SHRUBS.** The Authority and Church have identified various trees, shrubs, and other vegetation that will be impacted by the Project. As a result, the Authority will remove and replace mutually agreed upon existing trees, shrubs, and other vegetation that will be impacted by the placement of the fill.
12. **PROPERTY RIGHTS NECESSARY FOR THE PROJECT.** The Authority and Church acknowledge and understand that completion of the Project is dependent upon the ability to obtain the necessary property rights for the Project. The Church shall obtain necessary property rights, with the Authority responsible for reimbursing the Church in accordance with the invoicing procedure set forth in Section 16 of this Agreement. Any and all property acquisition fees shall be agreed upon by the Authority and Church prior to acquisition and reimbursement.
13. **MAINTENANCE.** Pursuant to Section 18.01 of the Settlement Agreement, the Authority will provide reasonably sufficient initial and annual funds to affected cemeteries within the Staging Area to develop and construct reasonable cemetery protection plans, which may include, maintenance requirements. In this case, the Authority shall not be responsible for future maintenance because the mitigation options agreed upon between the Authority and Cemetery forgo any need for ongoing maintenance. Nonetheless, the Authority remains responsible in accordance with Section 18.01 of the Settlement Agreement for providing payment to the Church for debris removal and other damages caused to the Cemetery by the operation of the Comprehensive Project and will ensure that access will be maintained to the Cemetery when the Comprehensive Project is not operating.
14. **RIGHT OF SITE ACCESS.**
 - (a) To ensure the Authority can monitor and ensure completion of the Projects in a timely and efficient manner, the Church shall, to the extent the Authority requests a grant of access, grant the Authority or its representatives the right to access, enter, and inspect any Site. The Authority shall schedule

such access, entrance, and inspections in such manner as to not interfere with normal Cemetery operations.

- (b) Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the Authority.
- (c) Prior to exercising rights of Site access, the Authority shall provide the Church with at least forty-eight (48) hours' notice if it intends to access a Site on which Project Work is currently and actively being completed. The Authority or its representatives must comply with any safety requirements of the Cemetery while on a Site. The Authority shall schedule such access and Project Work in such manner as to not interfere with normal Cemetery operations.
- (d) If the Authority or its representatives attempts to exercise the rights described in this Section, but doing so would pose a safety hazard, the Authority or its representatives shall be kept from accessing, entering, or inspecting the Site in question, only for so long as reasonably required to make the Site safe for access, entry, and inspection.

16. **INVOICING.**

- (a) The Church will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Church will also submit copies of the invoices to the Authority electronically at APIInvoicesFMDiv@jacobs.com, copied to kbakkegard@fmdiversion.gov. Each invoice should include the identification of the Church, as applicable, a description of the activity included in the invoice, and the address where payment should be remitted. The Church, as applicable, may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment; or ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Church, as applicable.
- (b) After the Authority receives a Church invoice, the Authority will either process the invoice for payment or give specific reasons, in writing, within fifteen (15) calendar days, why part or all of the Authority's payment is being withheld and what actions the Church must take to receive the withheld payment.
- (c) In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof.
- (d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, the Church, as applicable, must credit any payment error from any payment that is due or that may become due to the Church, as applicable, under this Agreement.

17. **AUDIT.** All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by the Church from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by the Church. The ability of the Authority to audit the invoices will extend for a period of three (3) years from the date final payment has been received by the Church.

18. **WORKERS' COMPENSATION.** Each Party shall be responsible for injuries or deaths of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to pursue a legal action against one of the other Parties for any workers' compensation

- benefits paid to its own employee or volunteer or their dependents, even if the injuries are caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers. Each Party will require its consultants and contractors to similarly be responsible to maintain workers' compensation for their own employees.
19. **INSURANCE.** The Church shall list the Authority (including its agents and contractors) as an additional insured on any insurance policy obtained in connection with the Project. No Project Work may be done until a certificate of insurance listing the additional insured is produced. An additional insured shall be given notice at least thirty (30) calendar days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that the policy is terminated for any reason and notice has not been previously given to the additional insured, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible. The Church shall obtain a general liability insurance policy providing no less than two million dollars (\$2,000,000) of coverage in connection with the Projects.
 20. **TERM.** This Agreement will continue in full force and effect for ten (10) years following the Effective Date and will automatically renew for successive 10-year periods unless a Party gives written notice as provided herein of termination.
 21. **TERMINATION.** This Agreement will terminate upon termination of the Settlement Agreement. The Authority's obligations under this Agreement to pay for the Church's design, construction, litigation, eminent domain expenses, or operation and maintenance of the Projects that occurred prior to the termination of this Agreement shall remain in place following termination of this Agreement.
 22. **DISPUTES WITH CONTRACTORS AND THIRD PARTIES.** The Parties shall coordinate with respect to any dispute with contractors and/or third parties. Such coordination shall include any potential or ongoing litigation.
 23. **DISPUTE RESOLUTION PROCESS.** The Parties shall cooperate and use their Best Efforts to ensure that the provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties or under other situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.
 - (a) **Mediation.** If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a single mediator, or if that cannot be agreed upon, shall each contribute three (3) names to a list of mediators and select a mediator by alternately striking names until one (1) remains. The Authority shall strike the first name, followed by the Church, until one (1) name remains. The Parties will equally split any fees of the mediator.
 - (b) **Litigation.** If the dispute is not resolved within thirty (30) calendar days after the end of mediation proceedings, the Parties may litigate the matter.
 - (c) **Legal Fees.** Each Party will be responsible for its own attorney's fees in connection with a dispute under this Agreement.
 - (d) **Waiver of Jury Trial.** THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL

OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

24. **AUTHORIZED REPRESENTATIVES.** Each of the Authority and the Church hereby designates the following individual as its initial authorized representative, respectively, to administer this Agreement on its respective behalf:

(a) Authority Representative: Kris Bakkegard, Director of Engineering

(b) Church Representative: Dwight Anderson, Eagle Cemetery

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

(a) All notices to the Authority, including Comprehensive Project correspondence, submittals, and samples, will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Authority's authorized representative:

Metro Flood Diversion Authority
Attention: Executive Director
4784 Amber Valley Pkwy S., Suite 100
Fargo, ND 58104

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

Eagle Valley Evangelical Free Church
Attn: Dwight Anderson
17515 County Road 2
Christine, ND 58015

With a copy to:

Smith & Strege Ltd.
Attn: Amy M. Clark
321 Dakota Ave.
Wahpeton, ND 58075

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

26. **INDEMNIFICATION.** The Church shall indemnify, save, and hold the Authority, its Member Entities, directors, officers, employees, and agents harmless from any liability, loss, damage, or expense, including legal fees, arising out of the negligent performance of their respective obligations under this

- Agreement or by anyone for whom they are in law responsible. The Parties agree that they shall cooperate with each other in the defense of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. The Parties further agree that they have a right to retain their own counsel to conduct a full defense of any such action. This indemnity and hold harmless provision shall not be deemed as a waiver by the Church of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, or a waiver of any available immunities or defenses.
27. **RELATIONSHIPS CREATED.** The Parties agree this Agreement does not create any agency, partnership, joint venture, or any other relationship between the Parties and that the Church is solely responsible for its own actions or omissions.
 28. **GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.
 29. **CONFLICT.** In the event of a conflict between this Agreement and any other agreement, this Agreement shall control and govern the Project.
 30. **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.
 31. **COMPLETE AGREEMENT.** This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.
 32. **SEVERABILITY.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
 33. **MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both Parties to this Agreement.
 34. **BINDING EFFECT.** This Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by, any third party.
 35. **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.
 36. **HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
 37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

38. **REPRESENTATION OF AUTHORITY.** Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
39. **FORCE MAJEURE.** Neither the Church nor the Authority shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control, and without the fault or negligence of the delayed or non-performing Party. The affected Party will notify the other Party in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Party receives notice under this Section, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

IN WITNESS WHEREOF, the Authority and the Church caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Execution Version

CHURCH:

Eagle Valley Evangelical Free Church

By: _____

Its: _____

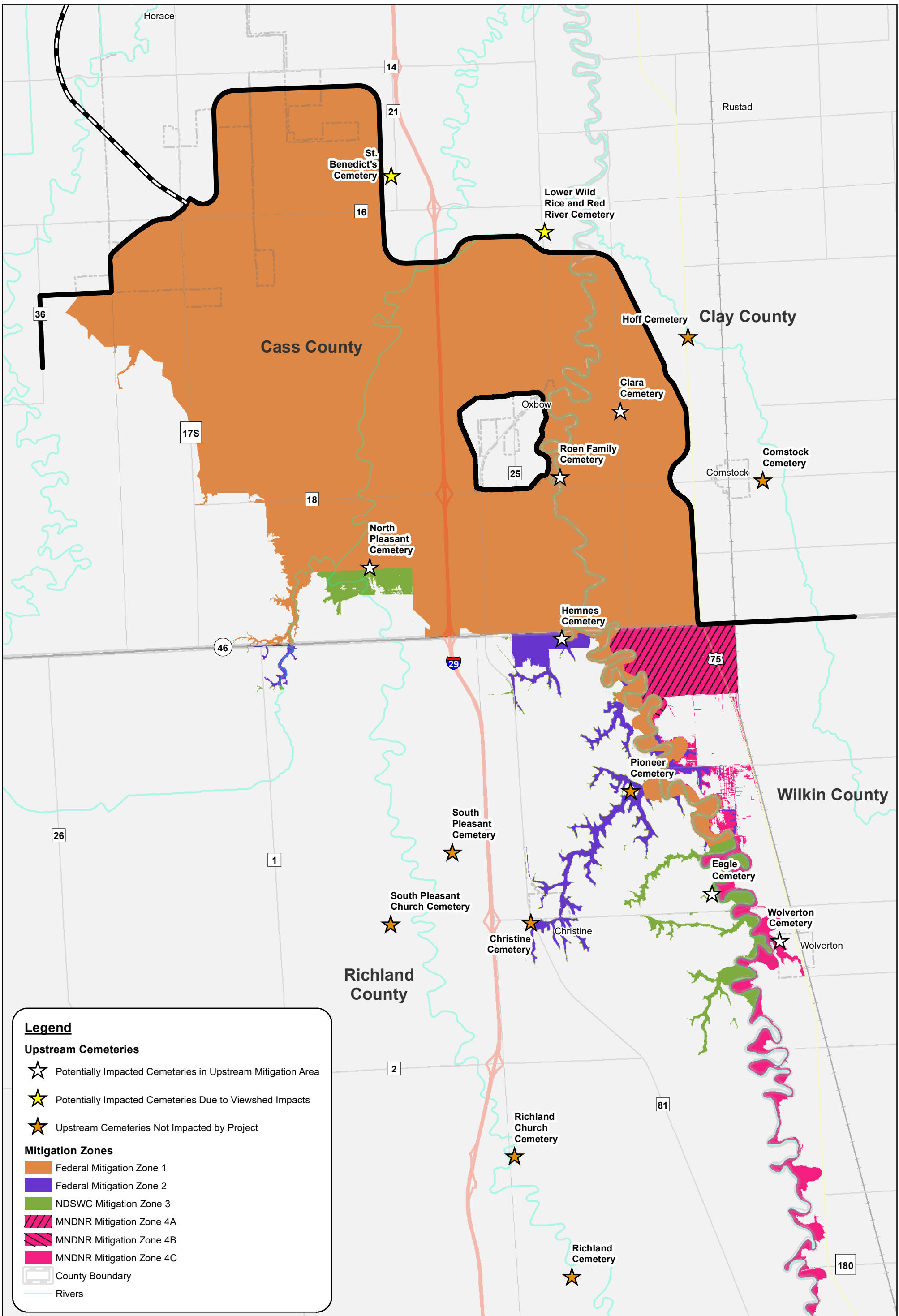
Execution Version

AUTHORITY:

Metro Flood Diversion Authority

Michelle (Shelly) A. Carlson, Chair

Joel Paulsen, Executive Director



Legend

Upstream Cemeteries

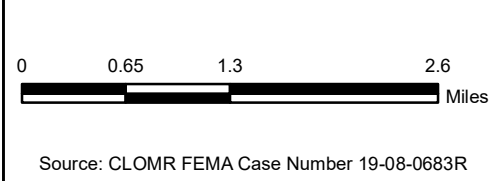
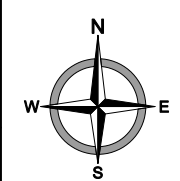
- ☆ Potentially Impacted Cemeteries in Upstream Mitigation Area
- ★ Potentially Impacted Cemeteries Due to Viewshed Impacts
- ★ Upstream Cemeteries Not Impacted by Project

Mitigation Zones

- Federal Mitigation Zone 1
- Federal Mitigation Zone 2
- NDSWC Mitigation Zone 3
- MNDNR Mitigation Zone 4A
- MNDNR Mitigation Zone 4B
- MNDNR Mitigation Zone 4C
- County Boundary
- Rivers

**FM AREA DIVERSION
CEMETERIES NEAR THE UPSTREAM
MITIGATION ZONES**

Created By: KMV Date Created: 06/18/18 Date Saved: 09/08/22 Date Exported: 09/08/22
 Plotted By: benjamin.kugler Parcel Date: Varies Aerial Image: N/A Elevation Data: 2008 Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\191001\19116\2021_UMA_PRAM_6\Protected_and_Staging_Area_Cemeteries_2022_01_25.mxd

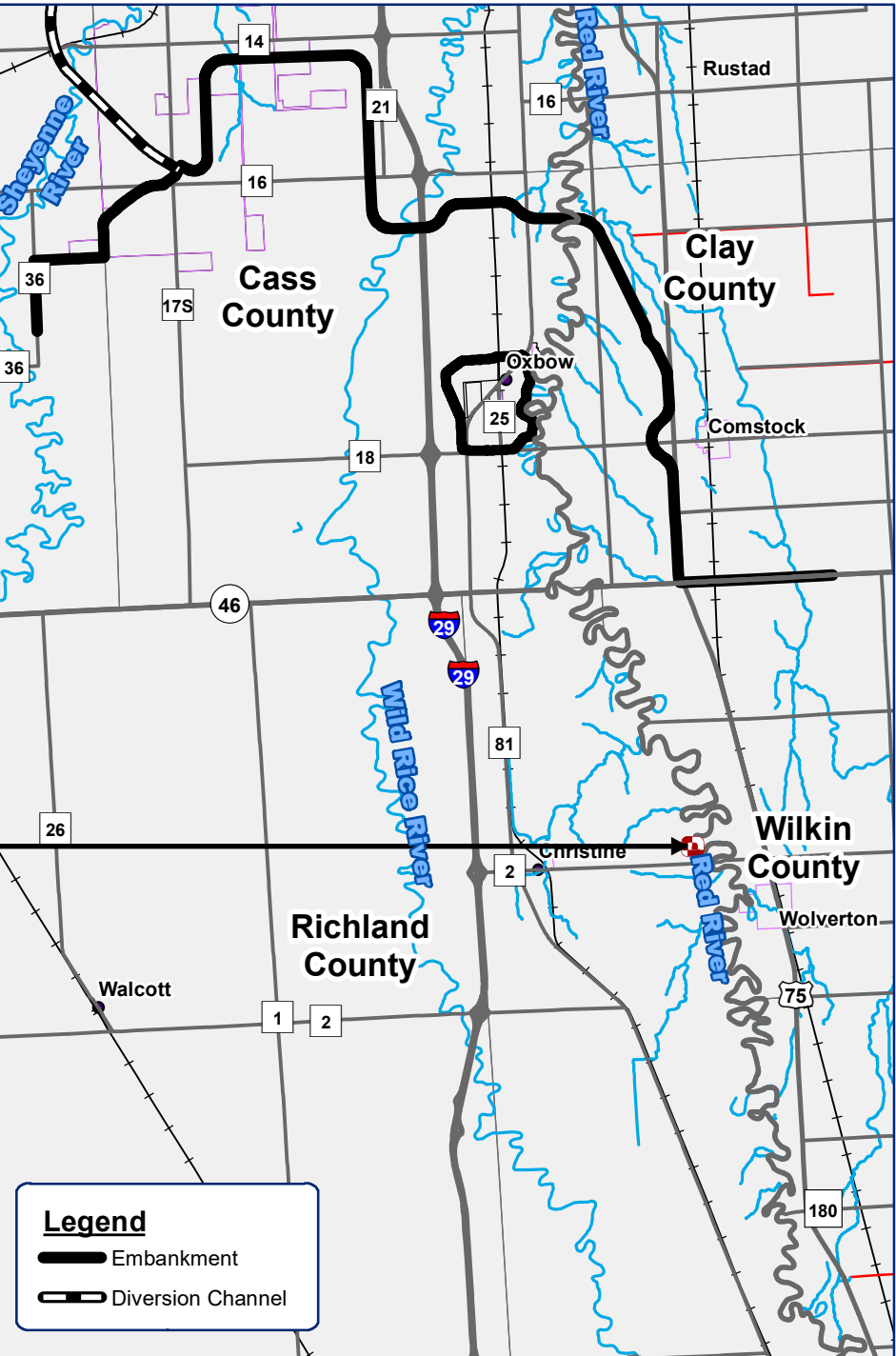


Source: CLOMR FEMA Case Number 19-08-0683R



CEMETERY MAP

EAGLE CEMETERY - OIN 1357/1358



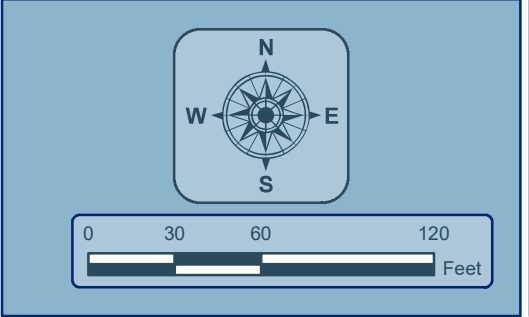
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	Parcel Boundary	Structures	
	Embankment		Residential
	Diversion Channel		Non-Residential

Legend

	Embankment
	Diversion Channel

Document Path: \\srs\GIS\MXDs\Cemetery_2021_05_19_CLOMR6\Map\Individual Impact Maps_CLOMR6\Map_Eagle.mxd



Name:	EAGLE CEMETERY
PIN:	01-0000-00030.201
County:	Richland County, ND
PDF Date:	09/08/2022

PRELIMINARY ENGINEERING SERVICES AGREEMENT

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

**THE OWNERS OF THE MONTICELLO-BISON TRANSMISSION PROJECT
(Referred to herein as the “Utilities”)**

Dated: February 22, 2024

PURPOSE

This Preliminary Engineering Services Agreement sets forth the respective roles and responsibilities of the Parties with respect to preliminary evaluation and studies with respect to a “Comprehensive Project” relating to the Southern Embankment and Associated Infrastructure and Upstream Mitigation Area of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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EXHIBITS

- EXHIBIT A UTILITY COST ESTIMATE
- EXHIBIT B NOTICES

PRELIMINARY ENGINEERING SERVICES AGREEMENT

THIS PRELIMINARY ENGINEERING SERVICES AGREEMENT (this “**Agreement**”) is made and entered into to be effective the 22nd day of February, 2024 (the “**Effective Date**”), by and between the **Metro Flood Diversion Authority**, a political subdivision of the State of North Dakota, (the “**Authority**”), and **Great River Energy**, a cooperative corporation incorporated under the laws of Minnesota (“**GRE**”); **ALLETE, Inc.**, d/b/a **Minnesota Power**, a Minnesota corporation (“**MP**”); **Northern States Power Company**, a Minnesota corporation (“**NSPM**”), a wholly owned subsidiary of Xcel Energy; **Otter Tail Power Company**, a Minnesota corporation (“**OTP**”); and **Western Minnesota Municipal Power Agency**, a municipal corporation and political subdivision of the state of Minnesota (“**WMMPA**”) (each of GRE, MP, NSPM, OTP, and WMMPA individually are a “**Utility**” and, collectively, are referred to herein as the “**Utilities**”) (individually, each of the Authority and each of the Utilities may be referred to as a “**Party**” and the Authority and the Utilities may be collectively referred to as the “**Parties**”).

RECITALS

A. Construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “**Comprehensive Project**”) in 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.

B. The Authority, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, are the Non-Federal Sponsors for the Comprehensive Project and have entered into a Project Partnership Agreement on July 11, 2016, and amended as of March 19, 2019, with the United States Army Corps of Engineers for the construction, operation, and maintenance of the Comprehensive Project.

C. The Authority is the local sponsor responsible for delivering the Comprehensive Project.

D. The Utilities own and operate as tenants-in-common the 345 kV transmission line and associated personal property and real property facilities (“**Transmission Line**”) of the CapX 2020 Monticello-Bison Transmission Project, segments of which may be impacted by the construction of the Comprehensive Project and, consequently, the Transmission Line may require relocation, abandonment, protection in place, removal, replacement, reinstallation, or modifications (each a “**Utility Adjustment**” and, collectively, the “**Utility Adjustments**”).

E. In order to assess the impact of the Comprehensive Project on the Transmission Lines and determine the Utility Adjustments that may be necessary or proper for the continuous operation of the Transmission Line, the Utilities must perform analysis and studies to determine the, among other things, design, scope, and cost of such Utility Adjustments.

F. The Authority and the Utilities desire to enter into this Agreement to allow for the Utilities to (i) engage in such initial analysis and studies later defined in **Section 1.1(A)** (Preliminary Utility Adjustment Work) as the “**Work**” and (ii) obtain reimbursement from the Authority for the costs and expenses of the Work incurred by the Utilities.

AGREEMENT

In consideration of the foregoing Recitals, each of which is deemed an essential term of this Agreement and incorporated by reference herein, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Scope of Work.

1.1 Preliminary Engineering Services.

(A) **Preliminary Utility Adjustment Work.** As used herein, the term “**Work**” includes all work performed by the Utilities pursuant to this Agreement, whether performed by Utility staff or by Utility contractors, consultants, outside counsel, or other agents, including but not limited to, onsite visits, geological evaluation, preliminary engineering services, performance studies, pole and foundation optimization analysis and study, fiber optic overhead ground wire studies, insulation performance studies, Transmission Line clearance studies, transient recovery voltage – time domain analysis, underground analysis and studies, maintenance clearances paralleling studies, feasibility assessments, reactive compensation study reports, public outreach, permitting and re-permitting with applicable authorities for certificates, routes, and other approvals, governmental relations and meetings, development of cost estimates for construction (whether by way of demolition, relocation, abandonment, protection in place, removal, replacement, reinstallation, or modifications of the Transmission Line), and reviewing and/or providing comments on layouts or other designs, plans, and/or documents in connection with the Utility Adjustments and coordination with the Authority and its representatives for the Comprehensive Project.

(B) **Internal Reimbursable Costs.** The cost of internal Utility staff will include “**Internal Reimbursable Costs**” which means, individually and collectively, (i) direct labor or contractor additives (fully-loaded, including salary, wages, and benefits), (ii) reasonable allocations of general administrative overhead and support costs, (iii) out-of-pocket costs and expenses that are reasonably incurred by the applicable Utility, and (iv) external legal costs and expenses.

(C) **Third Party Costs.** “**Third Party Costs**” means all reasonably incurred fees, costs, liabilities, claims, expenses and amounts for equipment, materials or services provided in connection with the Work, including costs and expenses of consultants, due diligence investigations, technical analysis and studies, and the development and preparation of permit applications, application fees, filing fees, and any fees, charges or costs imposed by a governmental authority in connection with the Work.

1.2 **Utilities Authorized Representative.** The Utilities hereby authorize and approve NSPM to function as their collective representative for purposes of this Agreement (the “**Utility Representative**”). In serving as the Utility Representative, NSPM will be

responsible for all matters arising under this Agreement, including without limitation, coordination and authorization of all Work, invoicing for the payment of Work, interacting with the Authority and its representatives, coordinating the transmission of documents and correspondence to and from the Authority, and the transmittal and collection of such documents and correspondence to and from the Utilities to transmit back to the Authority. The Utilities retain the right to name a separate individual as their representative upon written notice to the Authority.

2. Payment for Work.

2.1 Authorization to Commence Work and Incur Costs and Expenses. The Authority authorizes the Utilities to proceed with the Work relating to the Utility Adjustments. The Authority acknowledges, agrees, and approves Work performed by the Utilities in anticipation of execution and delivery of this Agreement prior to the Effective Date. The Authority agrees that such pre-Effective Date Work performed on or after October 1, 2023, can be invoiced as reimbursable costs and expenses hereunder.

2.2 Reimbursable Costs and Expenses and Budget. The Authority will reimburse the Utilities for all actual costs and expenses the Utilities incur in performing the Work, including but not limited to (i) labor, supplies, and materials and direct and indirect labor or contractor additives, including Internal Reimbursable Costs, (ii) Third Party Costs, and (iii) taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes. The Utilities estimate the cost for Work on the Utility Adjustments is Three Hundred Ninety-Six Thousand Dollars (\$396,000) as set forth in **Exhibit A**, but said estimate shall not be a threshold or limitation on the Work to be performed or the costs and expenses which the Authority will be obligated to fully reimburse to the Utilities.

2.3 Invoicing by Utility Representative. After the Effective Date, the Utility Representative will invoice the Authority for the costs and expenses authorized herein.

(A) Prior Expenditures and Initial Invoice. Within forty-five (45) days following the Effective Date, the Utility Representative will provide an accounting of the costs and expenses incurred by the Utilities and submit invoices to the Authority for such expenditures incurred prior to the Effective Date (the “**Initial Invoice**”). The Authority will have forty-five (45) days to remit payment to the Utility Representative, subject to any good faith items of dispute in accordance with **Section 2.3(C)** (Effect of Disputed Utility Costs and Expenses).

(B) Payment of Undisputed Monthly Invoices. The Utility Representative will not later than the thirtieth (30th) day after the end of each month during the term of this Agreement present the Authority with an invoice for the previous month’s costs and expenses incurred by the Utilities, along with supporting information as required under this Agreement. Not later than forty-five (45) days after the submission date of the invoice, a payment will be made by the Authority to the Utility Representative in the amount invoiced for the undisputed costs and expenses billed on the invoice. The Authority has the right to dispute in good faith

the items of costs and expenses included on any invoice in accordance with **Section 2.3(C)** with respect to such costs and expenses.

(C) Effect of Disputed Utility Costs and Expenses. If costs and expenses incurred by the Utilities and invoiced by the Utility Representative are disputed by the Authority, the Utility Representative will be paid by the Authority the undisputed amount of the invoice, and the disputed amount will not be remitted until the dispute is resolved. By way of clarification, undisputed invoiced amounts will be paid when otherwise due. Any amounts disputed by the Authority will be specified in a writing to the Utility Representative in accordance with **Section 2.6** (Authority Processing of Utility Invoices). The Parties will work in good faith to resolve all disputed invoices and to arrive at a payment amount consistent with the Work to be reimbursed hereunder within thirty (30) days after the objection raised by the Authority. Once resolved, the Authority will remit the agreed upon disputed amount to be paid within ten (10) business days of such resolution.

(D) Completion of the Work. Upon completion of the Work, the Utility Representative will provide a final invoice to the Authority. The Authority will pay the final invoice within sixty (60) calendar days of the date of the final invoice.

2.4 Submission of Invoices by Utilities. The Utility Representative will submit copies of all invoices to: Paulsenj@fmdiversion.gov and APinvoicesFMDiv@jacobs.com.

2.5 Invoice Detail. The invoices submitted by the Utility Representative on behalf of the Utilities must be detailed and precise, meaning that invoices must clearly indicate costs and expenses for the billing period month and include at least the following information:

- (i) Utility Representative name and address;
- (ii) Each Utility's federal employer identification number;
- (iii) Each invoice will have a unique invoice number;
- (iv) The billing period for which the invoice is rendered;
- (v) Description of Work performed and the costs and expenses incurred in connection with the Work during the billing period;
- (vi) With respect to salary and labor charged, the position name, billing rate, and hours worked by each person involved in the activity charged;
- (vii) The total amount of the costs and expenses billed for the invoice;
- (viii) Total amount of costs and expenses billed by the Utility Representative to date, including the preceding invoices rendered prior to the current billing; and
- (ix) Remittance method for the payment of invoices, with applicable information provided for either electronic or paper delivery of payments.

2.6 Authority Processing of Utility Invoices. After the Authority receives the invoice from the Utility Representative, the Authority will process the invoice for payment and, if there is a disputed amount (or amounts), give the Utility Representative written notice of dispute and the specific reasons of dispute within fifteen (15) business days. The notice will specify the reason for asserting a disputed amount and what actions the Utility Representative needs to complete to receive the disputed withheld amount.

2.7 Effect of Payment. Payment does not imply acceptance of Work or that the invoice rendered is accurate. In the event an error is identified and verified by each of the Authority and the Utility Representative following the receipt of payment, the Utility Representative will credit any payment in error from any payment that is due or that may become due to the Utilities under this Agreement or return the overpayment to the Authority within thirty (30) calendar days of the identification and verification of such error.

3. Scope of Agreement.

3.1 No Obligation to Enter into Further Agreements. The Parties acknowledge that by entering into this Agreement, neither the Utilities nor the Authority is obligated to authorize or participate in the performance of any Utility Adjustments or enter into any further agreements; **provided, however,** the Parties anticipate that they will engage in negotiation of a “**Master Utility Relocation Agreement**” in connection with the Comprehensive Project. The foregoing shall not in any way impair the validity or enforceability of the terms of this Agreement. If the Parties seek to proceed with the Utility Adjustments after the Work is completed, they will negotiate such Master Utility Relocation Agreement on terms and conditions satisfactory to each of the Parties.

3.2 Purpose of Utility Transmission Line Work. Notwithstanding anything to the contrary in this Agreement, the Utilities’ review, approval, and/or other participation in the Utility Adjustments or any element thereof, including the Work performed by the Utilities or their contractors hereunder, is expressly limited, and intended and understood by the Parties to be in furtherance of the Utilities’ purposes and not in furtherance of the Authority’s purposes in undertaking the Utility Adjustments. The Work performed hereunder is intended for use in the evaluation of the Utility Adjustments on the Utilities’ operations and the costs associated to the Authority as a result. The Work is provided in consideration of the subjective standards of the Utilities for their purposes only and will in no way be construed or deemed to be a condition or direction to the Authority or an opinion or approval that the plans and specifications or any work intended or completed on the Utility Adjustments is appropriate for any other purposes, is structurally sound, or that such plans, specifications, or intended or completed Work meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to the Authority or any third party are provided, intended, or implied herein.

4. Term. This Agreement will terminate upon (i) mutual agreement of the Parties, or (ii) unilateral termination by either the Authority or notice by the Utility Representative on behalf of the Utilities, or (iii) completion of the Work contemplated herein, in the sole determination of the Utility Representative, whichever occurs earlier. The obligation of the Authority to remit payment for the Work incurred hereunder prior to termination of this Agreement will indefinitely survive termination until such payment obligations have been satisfied in their entirety.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the Parties regarding the subject matter hereof, and supersedes any prior understandings, oral or written agreements, representations and warranties, and any

course of conduct and dealings between the Parties with respect to the subject matter of this Agreement.

5.2 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota.

5.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, and it will not be necessary that the signatures of all Parties be contained on any one (1) counterpart thereof. Each counterpart will be deemed an original, but all of which together will constitute one (1) and the same instrument. This Agreement will become effective upon its execution and delivery by all of the Parties. The executed counterparts may be delivered by electronic means and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

5.4 Amendment/Modification. In order to be valid and effective, any modifications or amendments to this Agreement must be in writing and signed and delivered by all Parties.

5.5 Representation of Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

5.6 Electronic Signatures. The Parties agree that an electronic signature to this Agreement shall be valid as an original signature of the Party and shall be effective to bind the signatories of this Agreement.

5.7 Headings. The headings of the articles, sections and subsections of this Agreement are intended for the convenience of the Parties only and will in no way be held to explain, modify, construe, limit, amplify or aid in the interpretation of the provisions hereof.

5.8 Certain Interpretations. The terms “this Agreement,” “hereof,” “herein,” “hereunder,” “hereto” and similar expressions refer to this Agreement as a whole and not to any particular article, section, subsection or other portion hereof and include the exhibits hereto.

5.9 No Rights or Benefits to Third Parties. The Parties do not create rights in or grant remedies to any third party as an intended or incidental beneficiary of this Agreement or create any duty to or standard of care on behalf of any third party by any covenant, obligation, or undertaking established herein. There will be no incidental third party beneficiaries to this Agreement and, by way of clarification and not of limitation, no governmental authority, customer, or member of a Party or customer of a Party’s member is an intended or incidental third party beneficiary hereof.

5.10 Waivers. The terms of this Agreement may be waived, and will only be binding only upon execution and delivery of a writing signed by the Party to be charged with such waiver. Any such waiver will be effective for the specific purpose for which it was given, and no waiver of any breach or condition of this Agreement will be deemed to be a waiver of any subsequent breach or other condition whether of like or different nature.

5.11 Severability. If any one or more of the provisions contained in this Agreement, or the application thereof to any Party or to circumstances that may arise hereunder, will for any reason be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement will not be affected thereby and will be enforced to the greatest extent permitted by Applicable Law.

5.12 Notices.

(A) Notices Generally. All notices, requests or other communications required or permitted under this Agreement will be in writing and will be deemed “given”:
(i) if delivered in person or by courier, upon receipt by the intended recipient or upon the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (ii) if mailed, upon the date of delivery as shown by the return receipt therefor; or (iii) if delivered by a nationally recognized mail delivery service, upon the date of delivery. Notices must be sent to the addresses of the persons set forth on **Exhibit B** (Notices). Notwithstanding the foregoing, notices of default must be delivered in accordance with clause (i) and by any other means described in clauses (ii)-(iii) above.

(B) Informal Communications. Informal communications of a routine nature may be given in such manner as the Parties deem appropriate.

(C) Designation of Different Addresses and Persons. A Party may, at any time, by written notice to each other Party, designate different or additional entities or individuals or different addresses for giving of notices, demands or requests to it under this Agreement.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Utilities have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date(s) set forth below to be effective as of the Effective Date.

UTILITIES:

GREAT RIVER ENERGY

OTTER TAIL POWER COMPANY

BY _____
Priti Patel

BY _____
Timothy J. Rogelstad

ITS: VP & Chief Transmission Officer

ITS: President

DATE: _____

DATE: _____

ALLETE, INC., d/b/a MINNESOTA POWER

NORTHERN STATES POWER COMPANY, a Minnesota corporation

BY _____
Daniel Gunderson

BY _____
Ryan Long

ITS: VP Transmission & Distribution

ITS: President, NSPM

DATE: _____

DATE: _____

WESTERN MINNESOTA MUNICIPAL POWER AGENCY

BY _____
Terry Wolf

ITS: Second Assistant Secretary

DATE: _____

Constituting all of the Fargo Project Owners

IN WITNESS WHEREOF, the governing body of the Metro Flood Diversion Authority has approved this Agreement as of the date(s) set forth below to be effective as of the Effective Date.

METRO FLOOD DIVERSION AUTHORITY

By: _____

Name: _____

Its: Chair

Date: _____

By: _____

Name: _____

Its: Executive Director

Date: _____

ATTEST:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
UTILITY COST ESTIMATE

Function	Estimated Cost	Start	End
Project Mgmt/Trans Business Relations	\$50,000	Oct-23	May-24
Prelim Engineering	\$80,000	Dec-23	May-24
Other Consulting Services	\$30,000	Jan-24	May-24
Legal Support (Agreements, etc.)	\$170,000	Jan-24	May-24
Subtotal	\$330,000		
Contingency - 20% (Scoping Level Estimate)	\$66,000		
Total	\$396,000		

- The Utility Cost Estimate is based on facts understood on the Effective Date and may be subject to change based on circumstances occurring after such date. This Utility Cost Estimate anticipates that the preliminary period will end on or about May 1, 2024, concurrently with execution and delivery of that certain Master Utilities Relocation Agreement.
- The estimates are made according to function, but the total amount is determinative of the costs that may be invoiced by the Utility Representative. By way of clarification, the amount in any function Estimated Cost does not limit invoicing amounts unless the total Estimated Cost is exceeded.
- Legal Support is provided for the preliminary period and includes drafting and negotiation of post-preliminary agreements, including the Encroachment Agreement and the Master Utility Relocation Agreement.

EXHIBIT B

NOTICES

IF TO THE AUTHORITY:

**METRO FLOOD DIVERSION
AUTHORITY, a political subdivision of the
state of North Dakota
4784 AMBER VALLEY PARKWAY
SOUTH, SUITE 100
FARGO, ND 581041
ATTENTION: JOEL PAULSEN,
EXECUTIVE DIRECTOR**

WITH A MANDATORY COPY TO:

**OHNSTAD TWICHELL PC
444 SHEYENNE STREET, SUITE 102
WEST FARGO, ND 58078
ATTENTION: KATHRYN J. MCNAMARA**

IF TO THE UTILITIES:

IF TO GREAT RIVER ENERGY:

**GREAT RIVER ENERGY
12300 ELM CREEK BOULEVARD
MAPLE GROVE, MN 55369-4718
ATTENTION: PRITI PATEL; VP &
CHIEF TRANSMISSION OFFICER**

WITH A MANDATORY COPY TO:

**GREAT RIVER ENERGY
12300 ELM CREEK BOULEVARD
MAPLE GROVE, MN 55369-4718
ATTENTION: GENERAL COUNSEL**

IF TO MINNESOTA POWER:

**MINNESOTA POWER
30 WEST SUPERIOR STREET
DULUTH, MN 55802
ATTENTION: CHIEF OPERATING
OFFICER**

WITH A MANDATORY COPY TO:

**MINNESOTA POWER
GENERAL COUNSEL
30 WEST SUPERIOR STREET
DULUTH, MN 55802**

[CONTINUED ON NEXT PAGE]

**IF TO WESTERN MINNESOTA
MUNICIPAL POWER AGENCY:**

**WESTERN MINNESOTA MUNICIPAL
POWER AGENCY
25 NW 2ND ST., SUITE 102
ORTONVILLE, MN 56278
ATTENTION: SCOTT HAIN**

WITH A MANDATORY COPY TO:

**MISSOURI RIVER ENERGY SERVICES
3724 WEST AVERA DRIVE
P.O. BOX 88920
SIOUX FALLS, SD 57109-8920
ATTENTION: TERRY J. WOLF**

IF TO OTTER TAIL POWER COMPANY:

**OTTER TAIL POWER COMPANY
215 S. CASCADE ST.
P.O. BOX 496
FERGUS FALLS, MN 56538-0496
ATTENTION: VICE PRESIDENT,
ASSET MANAGEMENT**

WITH A MANDATORY COPY TO:

**ASSOCIATE GENERAL COUNSEL
OTTER TAIL POWER COMPANY
215 S. CASCADE ST.
P.O. BOX 496
FERGUS FALLS, MN 56538-0496**

**IF TO NORTHERN STATES POWER
COMPANY:**

**NORTHERN STATES POWER
COMPANY, A MINNESOTA
CORPORATION
414 NICOLLET MALL, 414-6
MINNEAPOLIS, MN 55401
ATTENTION: SANDRA JOHNSON,
VICE PRESIDENT TRANSMISSION**

WITH A MANDATORY COPY TO:

**NORTHERN STATES POWER
COMPANY, A MINNESOTA
CORPORATION
401 NICOLLET MALL, 08
MINNEAPOLIS, MN 55401
ATTENTION: GENERAL COUNSEL**



US Army Corps of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

14 Feb 2024

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work:

2024: Complete operating machinery corrections; turf established.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 96% complete. The construction completion date of 3 December 2023 was not met due to work remaining. Remaining schedule:

2024: Complete operating machinery corrections; resolve punchlist items; turf established.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 99% complete. Final inspection held 3 January 2024; turf establishment is by 30 June 2024. Planning for O&M documents and turnover is ongoing.

4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 50% complete. Construction completion date is 19 March 2026. Placing concrete for piers, fabricating gates.

5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Remaining seeding to occur Spring 2024. Completion date is 1 December 2027.

6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Willow plantings in 2024 during low water conditions.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 69% complete. Embankment construction shut down for the winter, with 1/3 built to full height and remaining to elevation 918. Scheduled completion date is 30 September 2024.

8 Southern Embankment/OHB Ring Levee – 3 phases have been bid and awards are pending; all remaining reaches nearing completion of design.

SE-1B: Bid opening 25 Jan 2024.....Contract award: February 2024

SE-2B: Bid opening 8 Feb 2024.....Contract award: March 2024

OHB Reach 43B: Bid opening 30 Jan 2024Contract award: February 2024

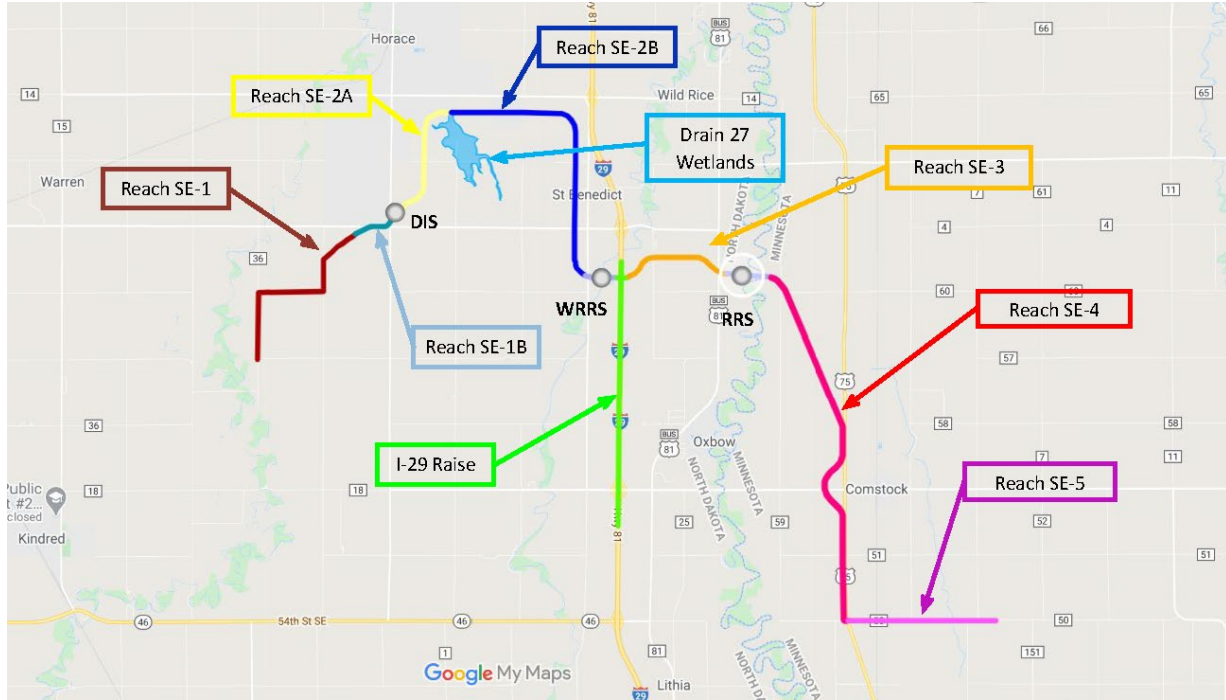
SE-4: 95% review started 10 Jan 2024..... Contract award: May 2024

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

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

9 Supplemental Environmental Assessment – Diversion Channel

Issued to disclose updated designs and impacts. Public comment period is 13 Feb–15 March 2024



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

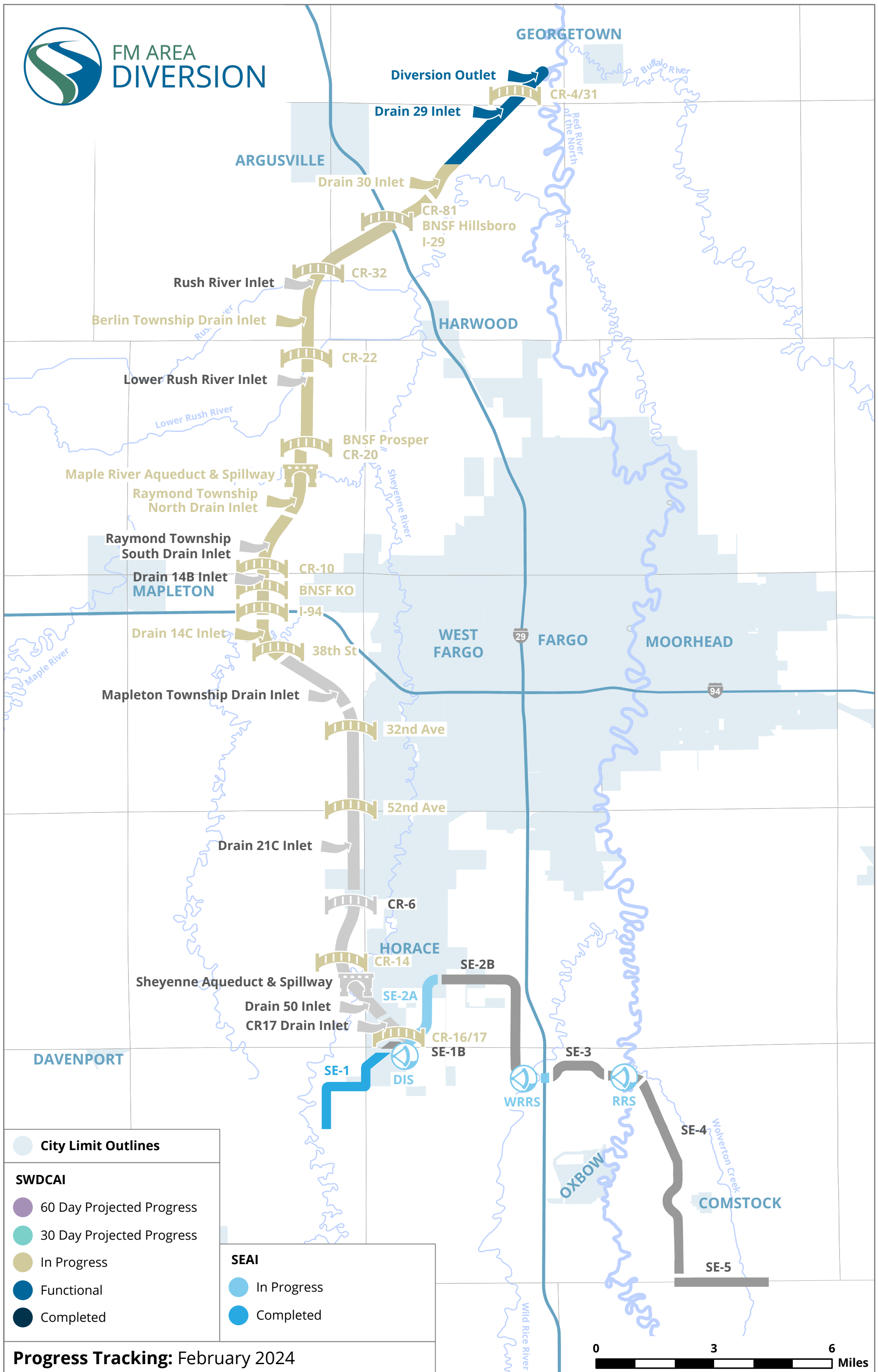
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



FM AREA DIVERSION

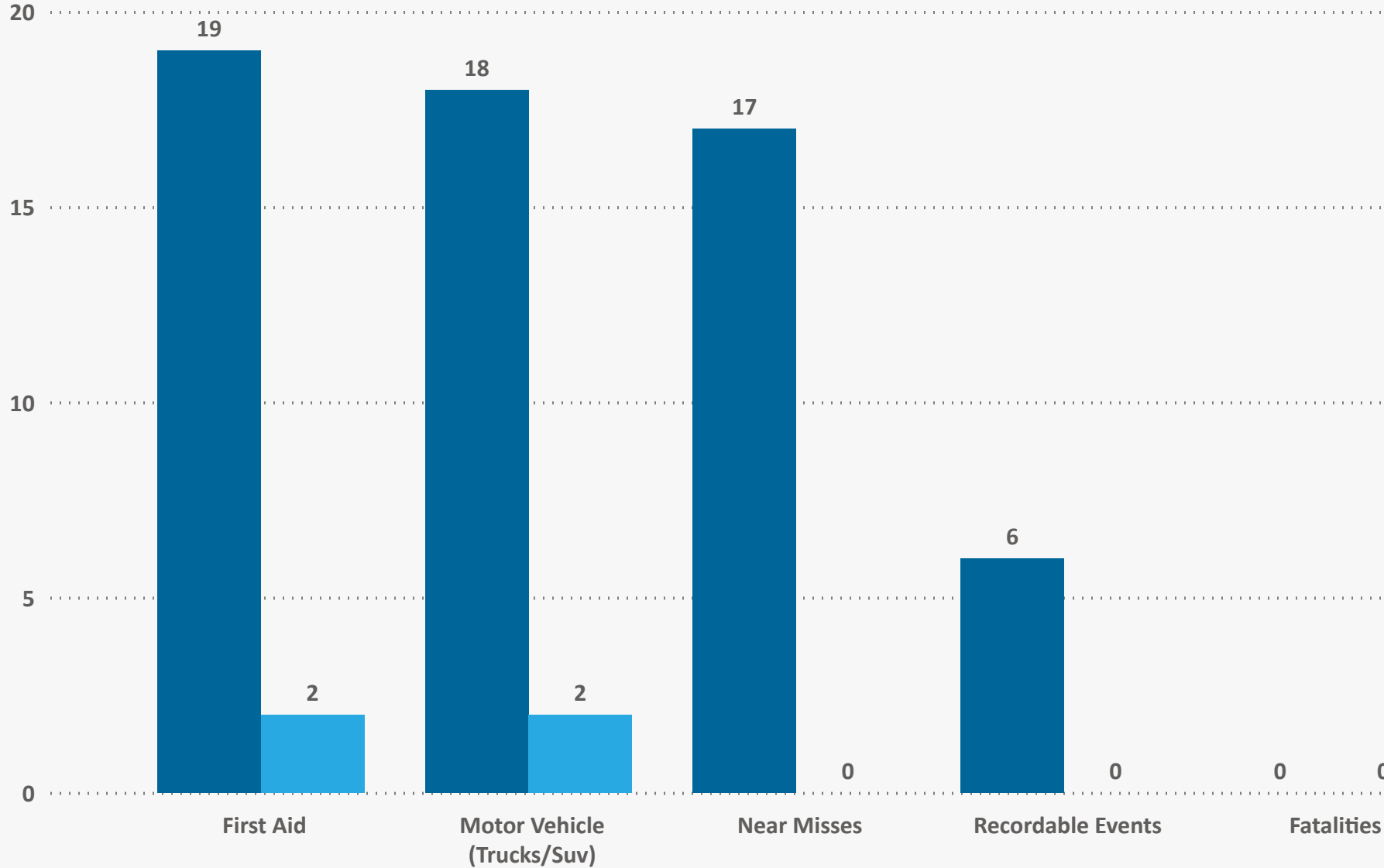


FM Area Diversion Safety Statistics - January 2024

Current Reporting Period: January 1- January 31

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	1
Incidents	Incident

Authority Led Projects

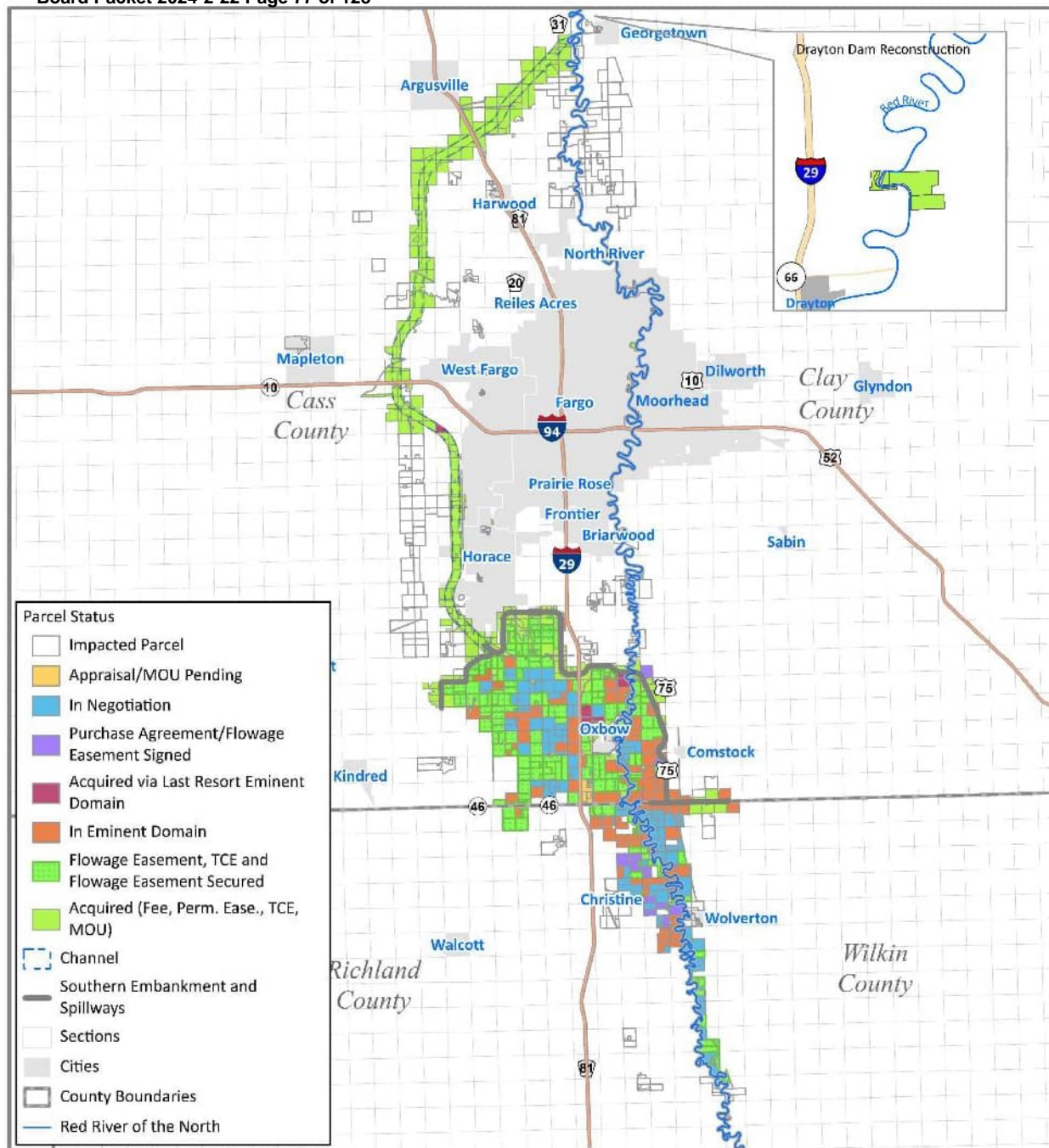
Sum of Current Reporting Period	Sum to Date
1	1
Incidents	Incidents



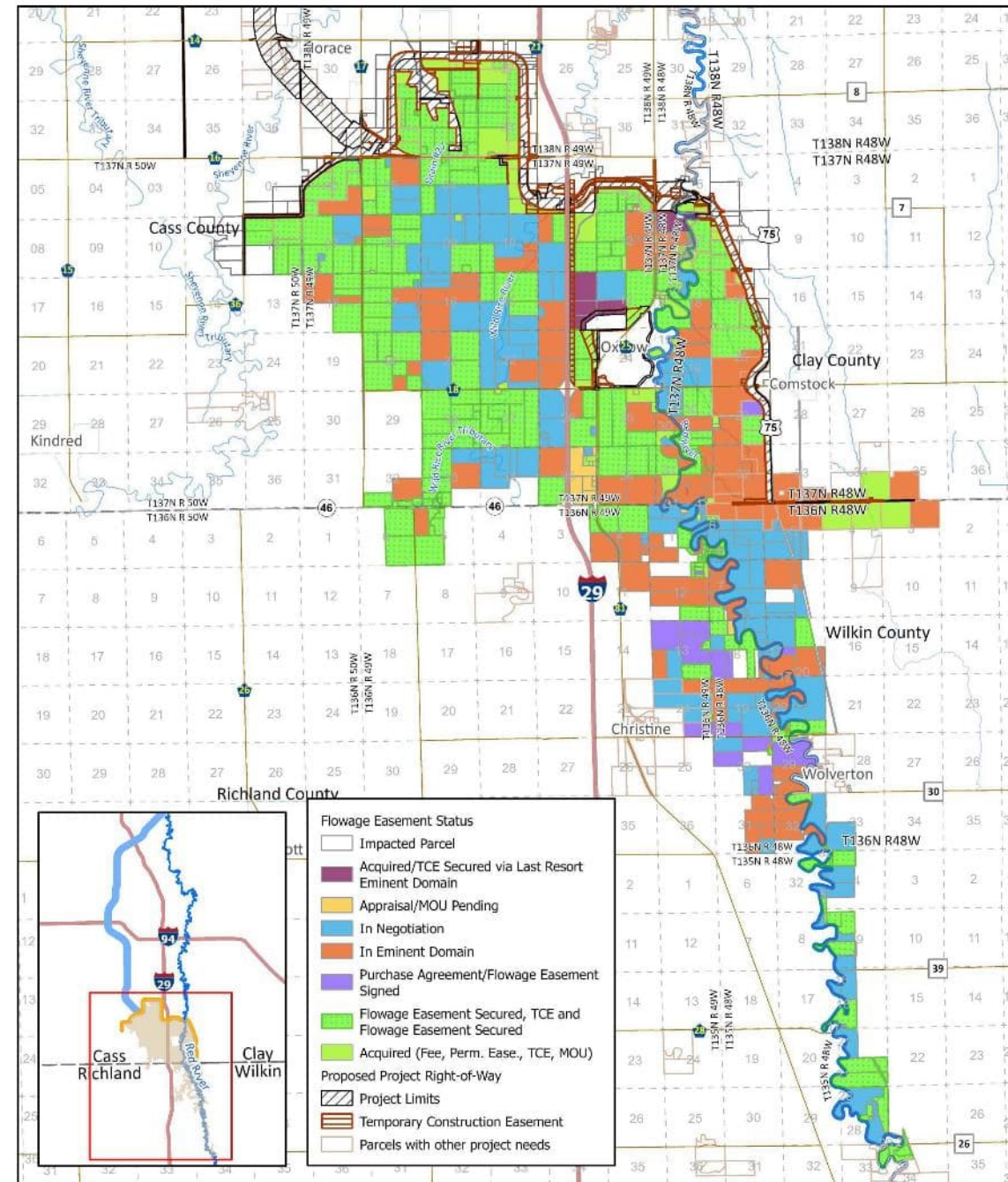
METRO
FLOOD
DIVERSION
AUTHORITY

February 2024





Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
 C:\Data\Projects\GIS\Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: PropertyAcquisitionStatusReport_Rx11

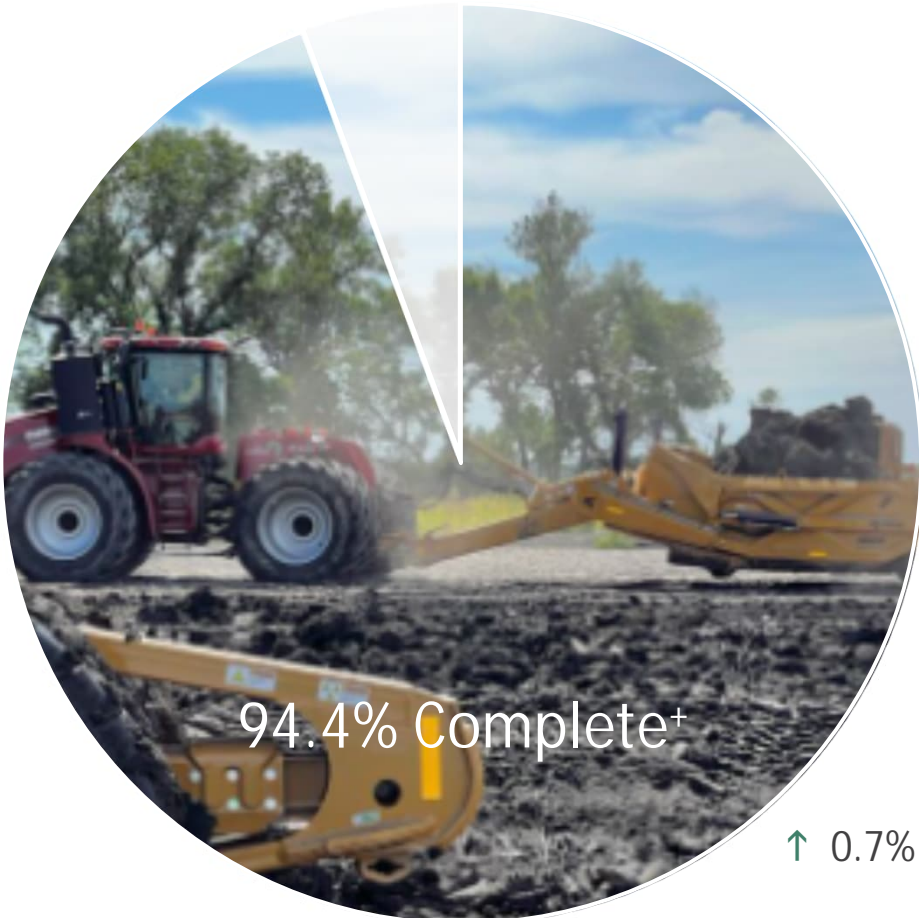


Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.

Property Acquisition Progress

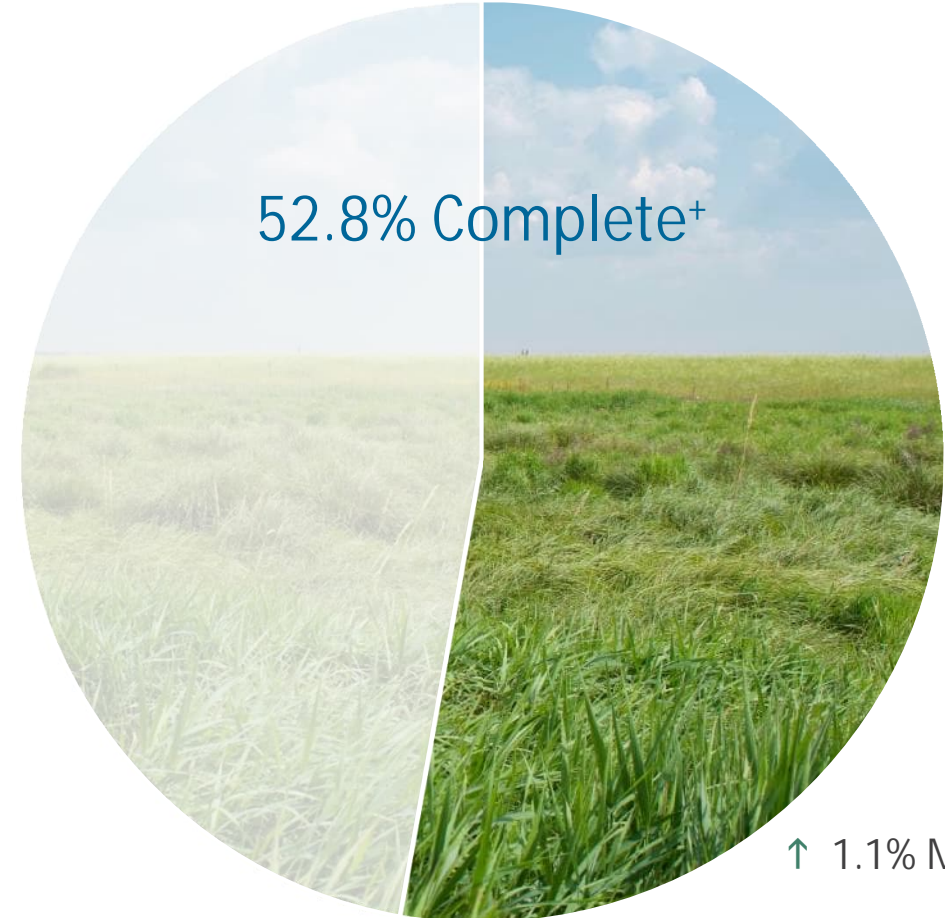


Construction Footprint*



↑ 0.7% MoM

UMA Footprint**

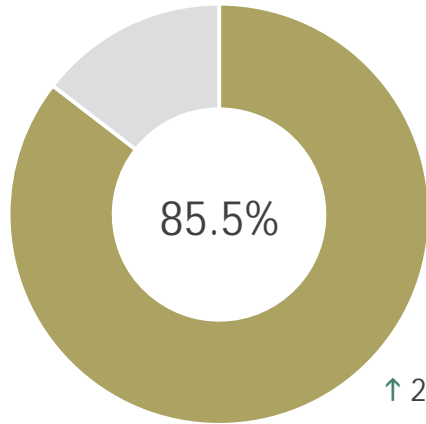


↑ 1.1% MoM

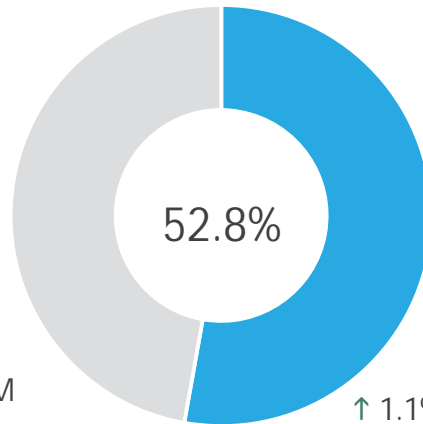
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Does not include parcels affected by or within Christine or Wolverton ring levees
As of February 13, 2024

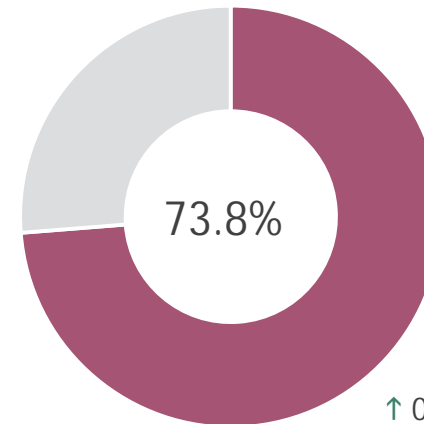
Property Acquisition Progress by Location



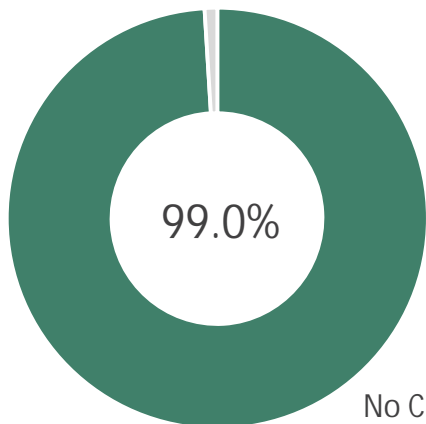
Southern Embankment & Associated Infrastructure



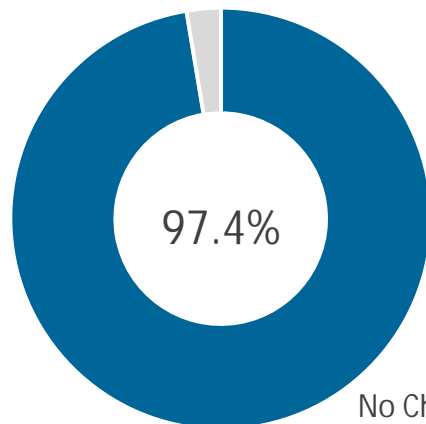
Upstream Mitigation Area



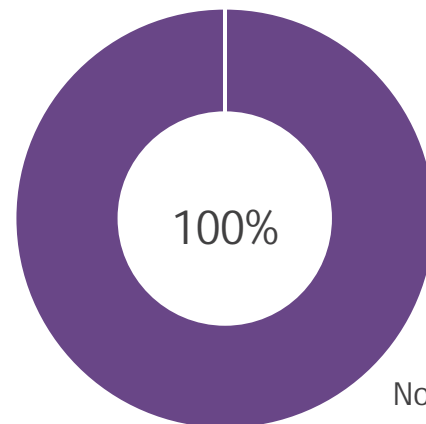
Environmental Monitoring Easements



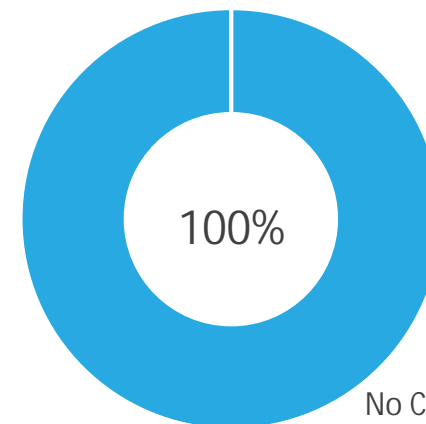
Stormwater Diversion Channel



Oxbow-Hickson-Bakke



MFDA-Constructed In-Town Levees



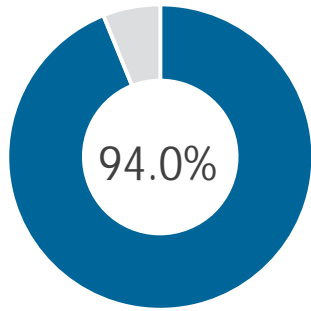
Drayton Dam Mitigation

As of February 13, 2024

Landowner Overview

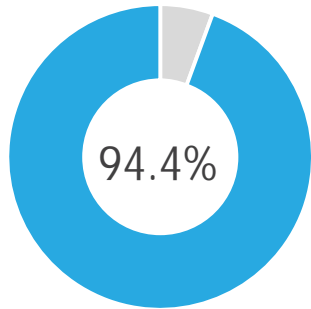


Construction Footprint*



298 Owner Groups
262 in ND & 35 in MN⁺
280 settlements achieved
0 ongoing negotiations
18 in litigation

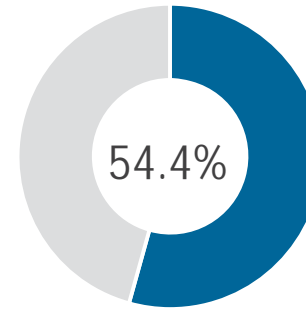
94.0% of owner groups have settled



571 Parcels
539 settlements achieved
0 ongoing negotiations
32 in litigation

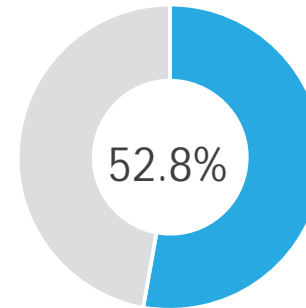
94.4% of parcels have been acquired

UMA Footprint**



252 Owner Groups
186 in ND & 66 in MN⁺
137 settlements achieved
57 ongoing negotiations
58 in litigation

54.4% of owner groups have settled



568 Parcels
300 settlements achieved
157 ongoing negotiations
111 in litigation

52.8% 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 and property owners without legal representation
- In the last month, successfully closed 7 parcels / 3 landowner groups
- ~20 parcels / 6 landowner groups are pending closing in February
- 2 parcels / 2 landowner groups signed purchase agreements
- Sent introductory letters to 37 landowner groups (56 parcels) in/around the City of Christine regarding a notice of intent to acquire flowage easements
- Continuing farmland leases for 2024



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 837, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). 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 this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 837 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

2. Pertinent Facts Regarding OIN 837

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	1.66 acres

Narrative Description of Parcels	OIN 837 is located along the east side of Cass County Hwy 17 between 49 th Street SE and 50 th Street SE. The parcel is in the UMA. The former structures on this parcel have been removed.
Purchase Date	November 18, 2021
Purchase Price	\$217,000 (for the lot and structures that have now been removed from property) Land appraised for \$98,000 in the “before” condition and \$4,300 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$7,500 Based on a \$4,500 per acre rate.
Former Owner	Dennis & Mary Jane Hanson
Adjacent Owners	OIN 835 – Rosemarie Duval OIN 5023 – Cindy Norberg OIN 838 – Theresa Nelson GST Trust
Property Management Approach	OIN 837 gets mowed four (4) times during the growing season, with spring and fall weed spraying.
Property Taxes	The 2022 property taxes were \$0 The 2021 property taxes were \$1,343.69
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

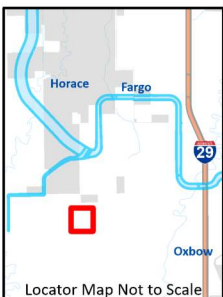
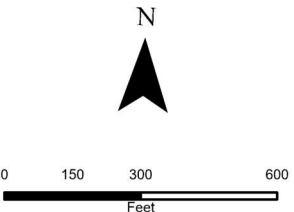
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 837 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 837
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10264-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Descriptions for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated November 15, 2021:

WARRANTY DEED

THIS INDENTURE, made this 15 day of November, 2021, between Mary Jane Hanson, an unmarried person, GRANTOR, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

A tract of land described as follows, to-wit: Commencing at the Southwest corner of the NW¼ of Section 8, in Township 137 North, of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, thence East 278 feet, thence North 340 feet, thence West 278 feet, and thence South to the Point of Beginning a distance of 340 feet, more or less.

(the "Property")

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 837 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

 Joel Paulsen
Executive Director

 February 9, 2024
Date



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 839, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). 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 this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 839 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

2. Pertinent Facts Regarding OIN 839

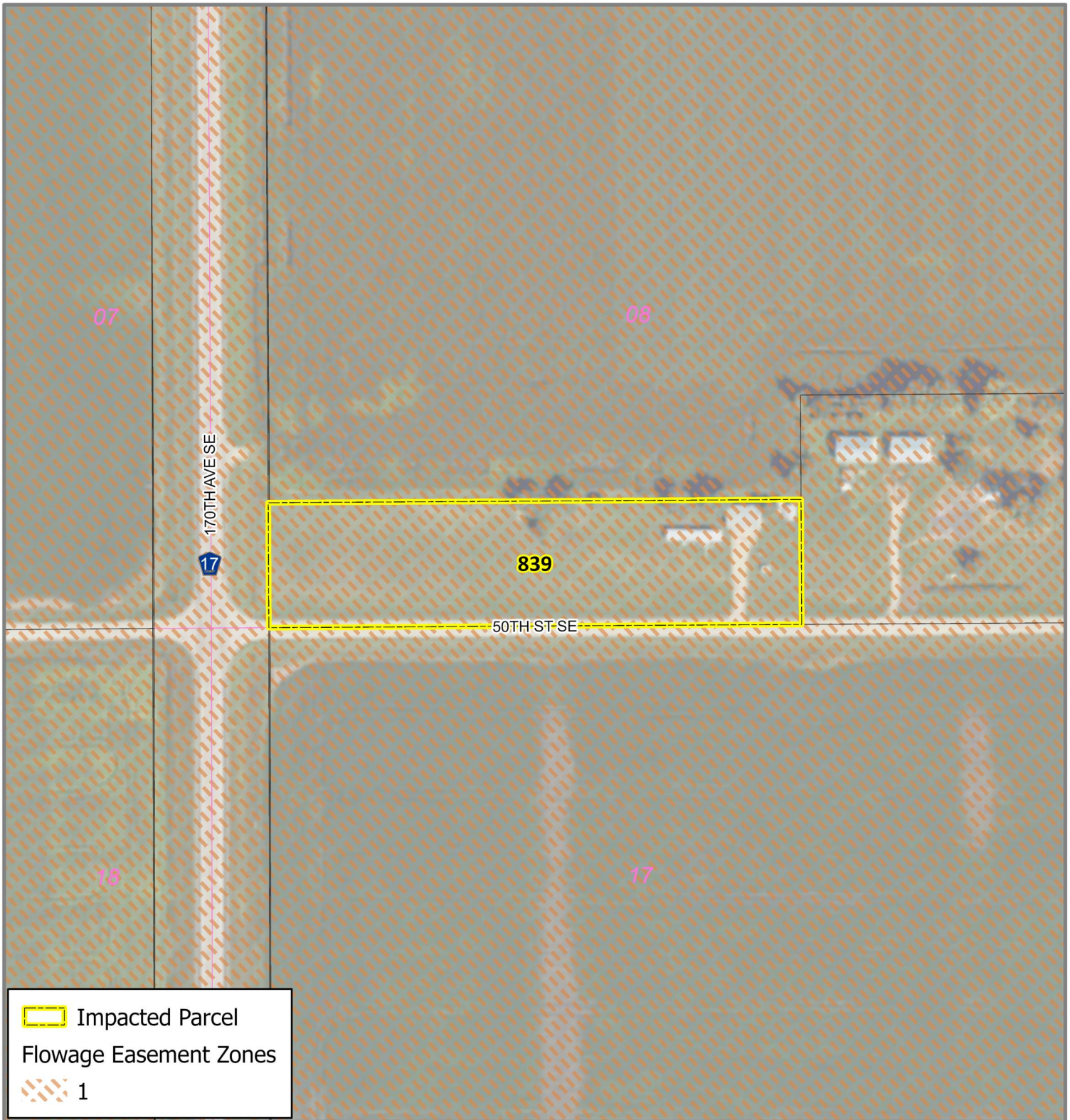
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	2.28 acres

Narrative Description of Parcels	OIN 839 is located in the NW corner of the intersection of Cass County Hwy 17 and 50 th Street SE. The parcel is in the UMA. The former structures on this parcel have been removed.
Purchase Date	May 26, 2023
Purchase Price	\$154,632 (for the lot and structures that have now been removed from property) Land appraised for \$73,000 in the “before” condition and \$5,000 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$10,500 Based on a \$4,500 per acre rate
Former Owner	Claudia Mueller
Adjacent Owners	OIN 850 – Richard Revocable Trust OIN 838 – Theresa Nelson GST Trust
Property Management Approach	OIN 839 has been maintained under a mowing and weed control contract.
Property Taxes	The 2022 property taxes were \$1,041.99
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

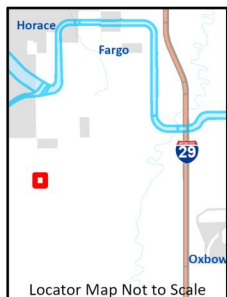
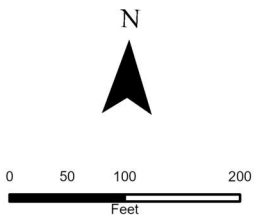
Based on the pertinent facts presented above, it is recommended to declare OIN 839 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 839
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10266-010
Cass County, ND

FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated May 26, 2023:

WARRANTY DEED

THIS INDENTURE made this 26 day of May, 2023, between Claudia J. Mueller, a single person, ("GRANTOR"); and the Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 ("GRANTEE").

WITNESSETH, for and in consideration of the sum of \$1.00 and other good and valuable considerations, GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto GRANTEE all of the following real estate located in Cass County, North Dakota, and described as follows:

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.

Tax Parcel No. 57-0000-10266-010 DLJ

(the "Property").

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 839 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen
Executive Director

February 9, 2024
Date



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 2185, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). 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 this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 2185 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

2. Pertinent Facts Regarding OIN 2185

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	2.44 acres

Narrative Description of Parcels	OIN 2185 is located off of 50 th St SE in the Upstream Mitigation Area associated with the project. This former residential property has had all structures removed from the property as part of the project.
Purchase Date	September 9, 2021
Purchase Price	\$148,500 (for the lot and structures that have now been removed from property) Land appraised for \$80,000 in the “before” condition and \$7,000 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$10,500 Based on a \$4,500 per acre rate.
Former Owner	Duane & Donna Siebels
Adjacent Owners	OIN 850 – Richard Revocable Trust OIN 838 – Theresa Nelson GST Trust
Property Management Approach	No property management approach has been taken to date.
Property Taxes	The 2021 property taxes were \$1,176.36
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

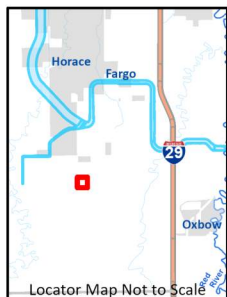
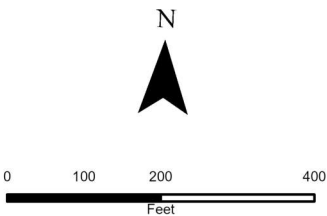
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 2185 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 2185
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10266-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated September 10, 2021:

WARRANTY DEED

THIS INDENTURE, made this 10th day of September, 2021, between Duane A. Siebels and Donna Siebels, husband and wife, GRANTORS, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTORS do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

Auditor's Lot Number 2 of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Cass County, North Dakota, said Auditor's Lot is described as follows:

Commencing at a point which is 720 feet East of the Southwest corner of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Pleasant Township, Cass County, North Dakota, and said point is the true point of beginning of Auditors Lot 2 hereinafter described; thence East and along the South Section line of said Southwest Quarter for a distance of 380 feet; thence North and parallel to the West Section line of said Southwest Quarter for a distance of 280 feet; thence West and parallel to said South Section line for a distance of 380 feet; thence South and parallel to said West Section line for a distance of 280 feet to the point of beginning.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 2185 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen

Executive Director

February 9, 2024

Date



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 5055Y

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). 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 this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 5055Y as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 5055Y

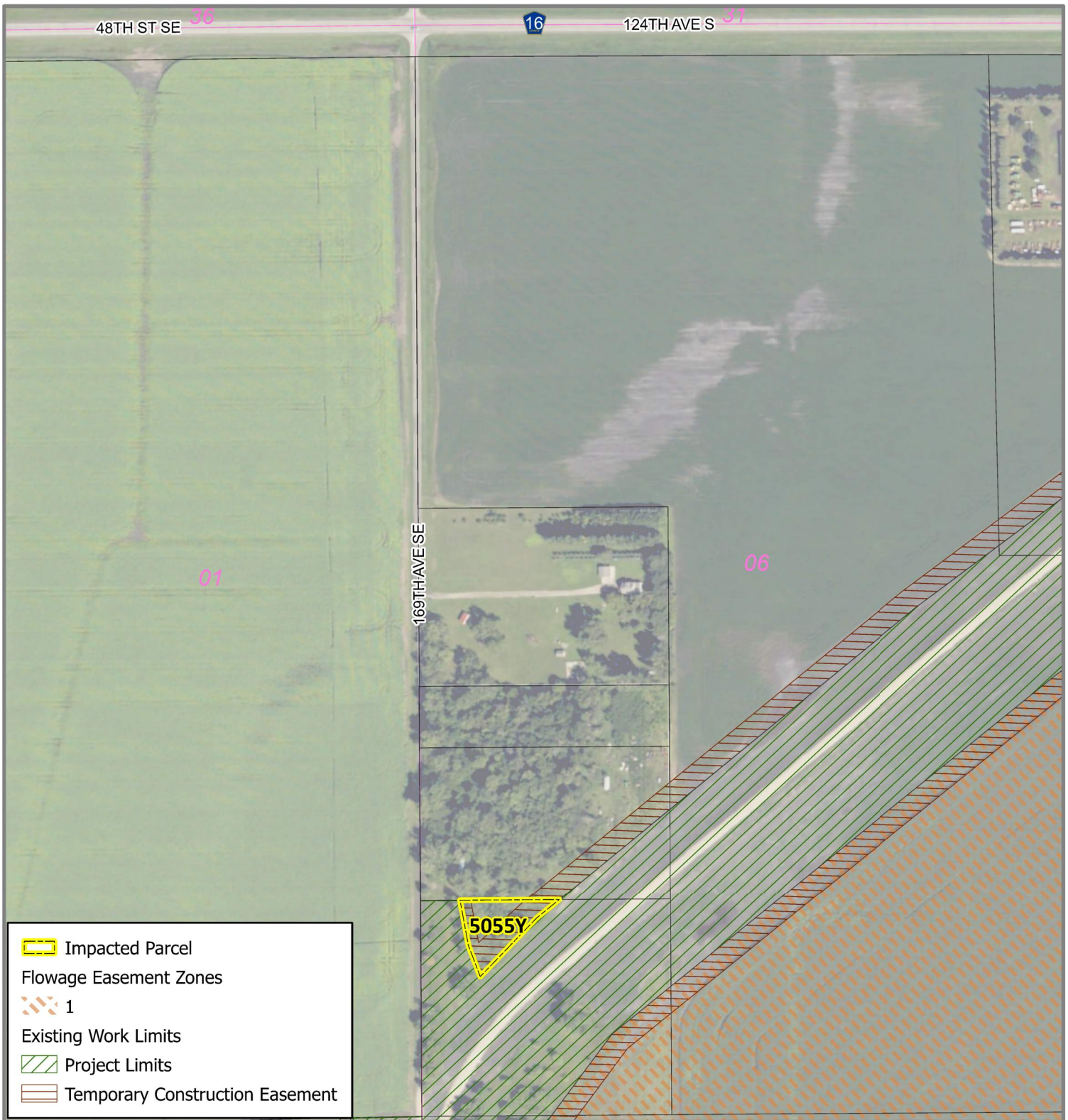
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description (and certificate of survey) for the parcel recommended as excess land.
Asset Parcel(s) Size	0.49 acres

Narrative Description of Parcels	OIN 5055Y is located immediately adjacent to and north of the Southern Embankment Reach 1 (SE-1) component of the Comprehensive Project. The parcel is just east of 169 th Ave SE, but is not accessible directly from 169 th Ave SE.
Purchase Date	May 26, 2020
Purchase Price	\$84,000 total acquisition, including former buildings \$61,600 for OIN 5055 land (total of 7.0 acres)
Proposed Sale Price	\$2,000 Based on a \$4,500 per acre rate.
Former Owner	Carl Felix
Adjacent Owners	OIN 5007 – Ronald & Marcella Felix *(only property owner with direct access)
Property Management Approach	To date OIN 5055Y has not be leased by Pifer’s nor put on any spraying and weed control contract. This parcel is predominately wooded with little to no property management needed.
Property Taxes	There is no available current tax information online.
Relation to Construction	This remnant of OIN 5055 is not needed for the construction or operation of the Comprehensive Project.
Right of First Refusal	The prior land owner is entitled to a ROFO set to expire on May 26, 2025. If exercised, the owner will pay the purchase price/acre of \$8,800.

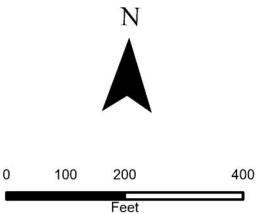
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 5055Y as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 5055Y
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10252-031
Cass County, ND

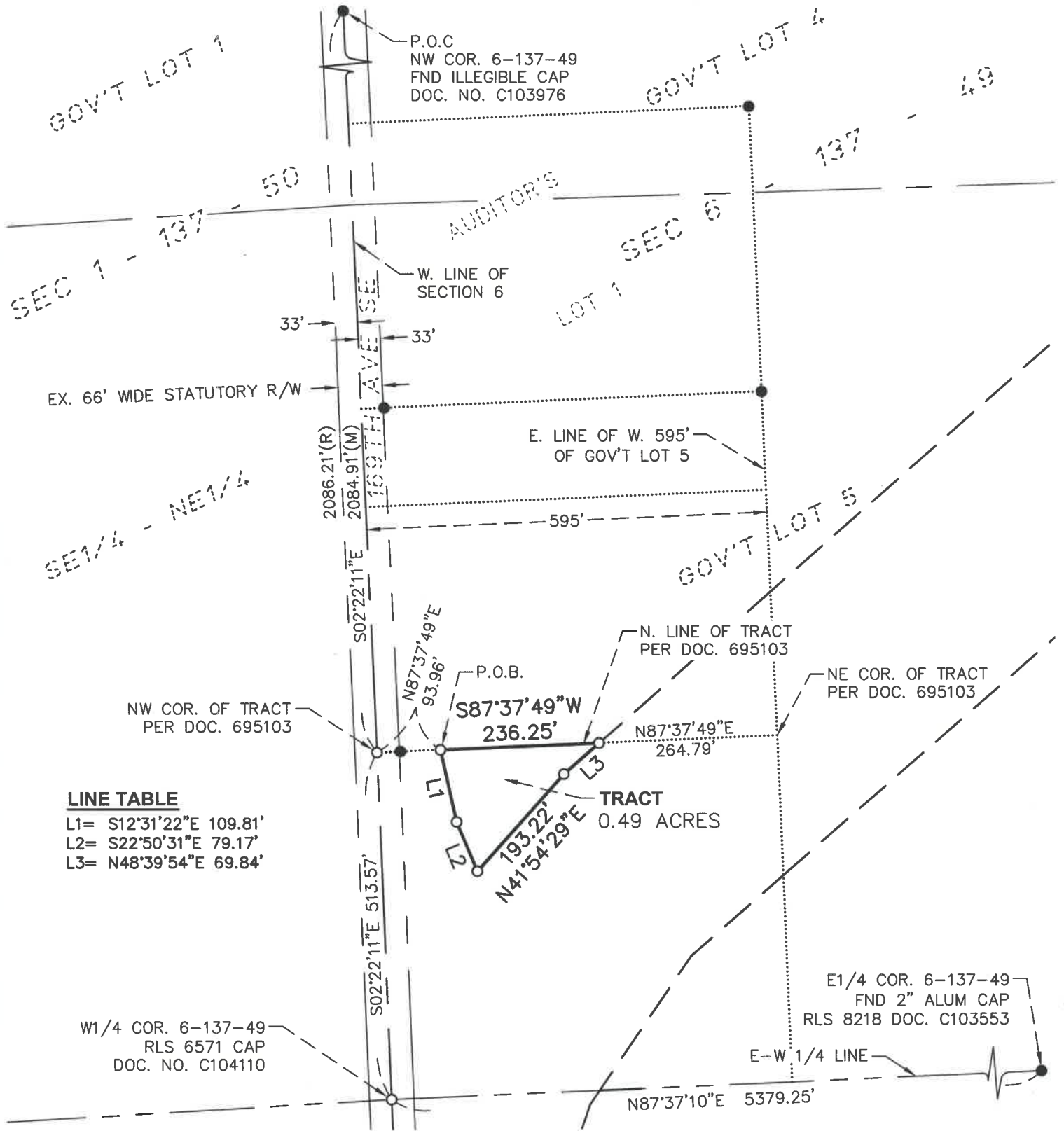
FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

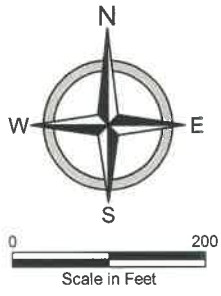
CERTIFICATE OF SURVEY

PART OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 137 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



LINE TABLE

- L1= S12°31'22"E 109.81'
- L2= S22°50'31"E 79.17'
- L3= N48°39'54"E 69.84'



BASIS OF BEARINGS:
THE WEST LINE OF SECTION
6-137-49 HAS AN ASSUMED
BEARING OF S02°22'11"E

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- (M) MEASURED DISTANCE
- (R) RECORD/DEED DISTANCE



Certificate of Survey - OIN 5055Y

Cass County Joint Water Resource District
Part of Government Lot 5 in Sec. 6-137-49
Cass County, North Dakota

PROJECT No.	21990 102-3.1
DATE:	12.21.23
REVISED:	-
DRAFTER:	SWH
REVIEWER:	CDH



CERTIFICATE OF SURVEY

PART OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 137 NORTH,
RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

DESCRIPTION-TRACT

That part of Government Lot 5 in Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northwest corner of said Section 6; thence South 02 degrees 22 minutes 11 seconds East on an assumed bearing along the west line of said Section 6 for a distance of 2084.91 feet to the northwest corner of a certain tract of land as described in Warranty Deed Document No. 695103, recorded November 9, 1988, on file and of record in the office of the Recorder, said County; thence North 87 degrees 37 minutes 49 seconds East along the north line of said tract of land for a distance of 93.96 feet to the point of beginning; thence South 12 degrees 31 minutes 22 seconds East for a distance of 109.81 feet; thence South 22 degrees 50 minutes 31 seconds East for a distance of 79.17 feet; thence North 41 degrees 54 minutes 29 seconds East for a distance of 193.22 feet; thence North 48 degrees 39 minutes 54 seconds East for a distance of 69.84 feet to the north line of said tract of land; thence South 87 degrees 37 minutes 49 seconds West along said north line for a distance of 236.25 feet to the point of beginning.

Said tract contains 0.49 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.



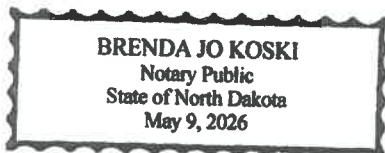
Steven W. Holm

Steven W. Holm, R.L.S.
N.D. License No. LS-6571

Date: 12-21-2023

State of North Dakota)
County of Cass)

On this 21st day of December, 2023, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



Brenda Jo Koski
Notary Public, Cass County, North Dakota

Certificate of Survey - OIN 5055Y

Cass County Joint Water Resource District
Part of Government Lot 5 in Sec. 6-137-49
Cass County, North Dakota

PROJECT No. 21990 102-3.1
DATE: 12.21.23
REVISED: -
DRAFTER: SWH
REVIEWER: CDH



Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 5055Y as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen
Executive Director

February 9, 2024
Date



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OINs 726Y2 and 730Y2

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). 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 this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OINs 726Y2 and 730Y2 as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OINs 726Y2 and 730Y2

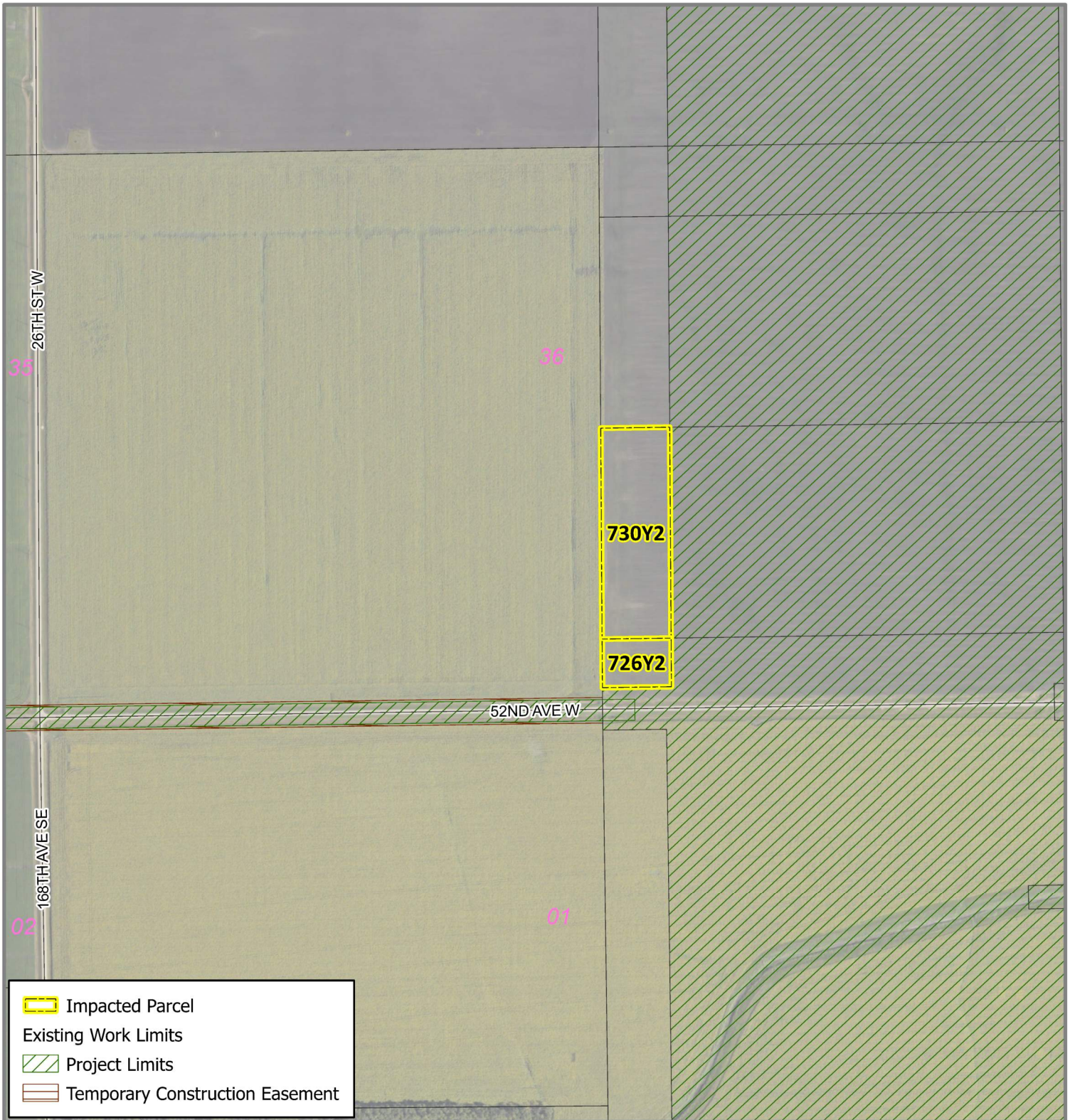
Description of Parcel(s)	See Exhibit A for a map showing the parcels recommended as excess land.
Legal Description	See Exhibit B for legal descriptions and certificates of survey for the parcels recommended as excess land.
Asset Parcel(s) Size	OIN 726Y2 – 1.72 acres OIN 730Y2 – 7.41 acres

Narrative Description of Parcels	OINs 726Y2 and 730Y2 are located adjacent to the Diversion Channel, just north of 52 nd Ave W in Cass County, North Dakota.
Purchase Date	May 28, 2020
Purchase Price	\$748,000 – Full take for both larger parcels (total of 77.38 acres)
Proposed Sale Price	\$88,260 (\$9,667/acre) Based on prorated purchase price
Former Owner	Catherine Furnberg
Adjacent Owners	OIN 729 – CCJWRD OIN 1166 – CCJWRD OIN 727 – SE Cass WRD
Property Management Approach	OINs 726Y2 and 730Y2 have been leased for farming through Pifer’s Land Management since 2021.
Rental Revenue	The following data is associated with the current 2023 farmland lease. OIN 726Y2 – 1.71 acres @ \$150/acre = \$256.50 OIN 730Y2 – 7.4 acres @ \$150/acre = \$1,110.00
Property Taxes	OIN 726Y2 – \$51.04 for 2023 OIN 730Y2 – \$246.15 for 2023
Relation to Construction	The parent parcels were full-take acquisitions for the Diversion Channel portion of the Comprehensive Project. The remnant pieces of these larger parcels are outside of the work limits and not needed for the construction or operation of the Comprehensive Project.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

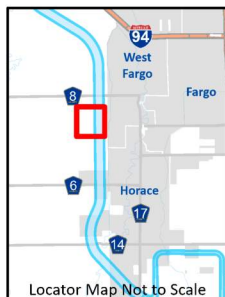
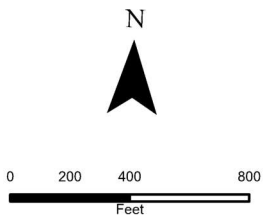
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OINs 726Y2 and 730Y2 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcels Recommended as Excess Lands



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: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout

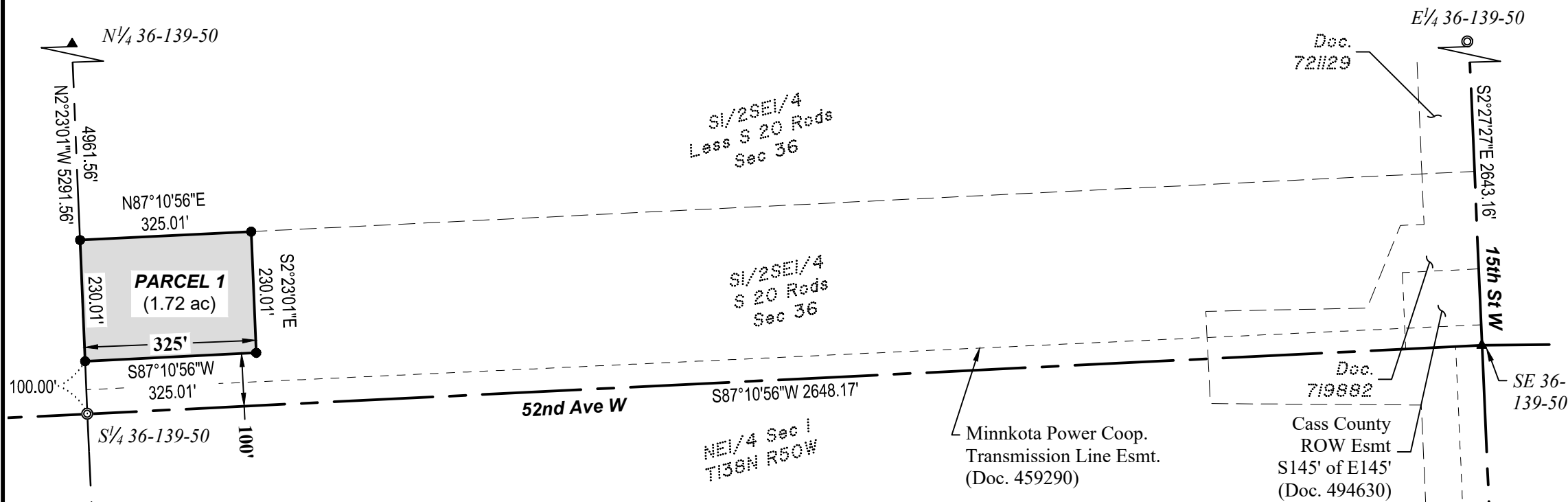


OIN: 726Y2, 730Y2
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 53-0000-09180-010,
53-0000-09180-040
Cass County, ND
 FM AREA DIVERSION
 Map Date: 1/3/2024



Exhibit B: Legal Descriptions for Parcels Recommended as Excess Lands

CERTIFICATE OF SURVEY



PRELIMINARY

BASIS OF BEARING

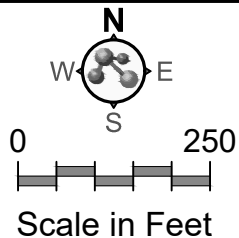
COORDINATE SYSTEM:
 ND STATE PLANE - SOUTH ZONE

HORIZONTAL DATUM:
 NAD83 (Conus)

VERTICAL DATUM:
 NAVD 88 (GEOID 09)

DISTANCES:
 MEASURED ON THE GROUND IN U.S. SURVEY FEET

BASIS OF BEARINGS:
 GRID NORTH



BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS SURVEYS DUE TO DIFFERENT METHODS OF MEASUREMENT.

LEGEND

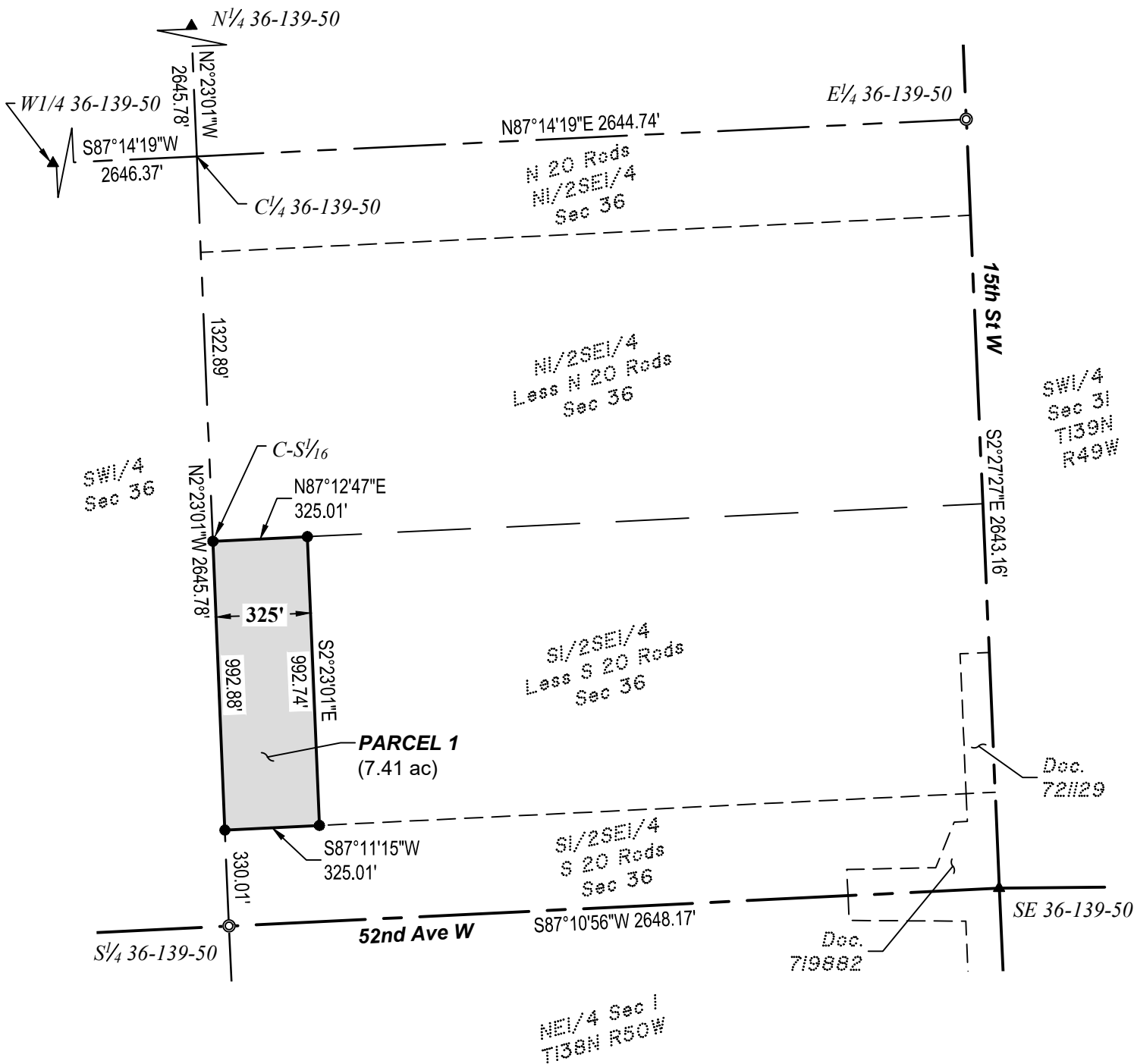
— — — — —	SECTION LINE	■	FND ORIGINAL MON.
— — — — —	1/4 LINE	△	FND IRON MON. W/ ALUM. CAP
— — — — —	1/4 -1/4 LINE	⊙	FND IRON MON. W/ PLASTIC CAP
— — — — —	EXIST. PARCEL LINE	○	FND IRON MON.
— — — — —	EXIST. EASE.	●	SET IRON MON. W/ PLASTIC CAP LS-4185
— — — — —	NEW PARCEL LINE	▲	SET IRON MON. W/ ALUM. CAP LS-4185
▭	NEW DIVERSION PARCEL	⊕	SET NAIL MONUMENT
▨	TEMP. CONST. EASE. (TCE) (M)	⊙	MEASURED
▩	DEEDED RIGHT-OF-WAY	⊙	PREVIOUSLY RECORDED

CASS COUNTY JOINT WATER RESOURCE DISTRICT
 Part of the South Half of the Southeast Quarter (S1/2SE1/4) of Section 36, T139N, R50W, Cass County, ND

DRAWING TYPE	COS
P10733-2016-005	016 04
PREPARED BY	TTH
DATE OF SURVEY	March 28, 2019
SHEET	1 of 2
PROJECT ON	726Y2



CERTIFICATE OF SURVEY



BASIS OF BEARING

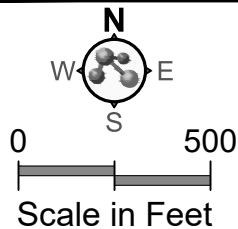
COORDINATE SYSTEM:
ND STATE PLANE - SOUTH ZONE

HORIZONTAL DATUM:
NAD83 (Conus)

VERTICAL DATUM:
NAVD 88 (GEOID 09)

DISTANCES:
MEASURED ON THE GROUND IN U.S. SURVEY FEET

BASIS OF BEARINGS:
GRID NORTH



BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS SURVEYS DUE TO DIFFERENT METHODS OF MEASUREMENT.

LEGEND PRELIMINARY

- | | |
|--|--|
| <ul style="list-style-type: none"> — — — — — SECTION LINE — — — — — 1/4 LINE — — — — — 1/4 -1/4 LINE - - - - - EXIST. PARCEL LINE - - - - - EXIST. EASE. — — — — — NEW PARCEL LINE NEW DIVERSION PARCEL TEMP. CONST. EASE. (TCE) DEEDED RIGHT-OF-WAY | <ul style="list-style-type: none"> ■ FND ORIGINAL MON. △ FND IRON MON. W/ ALUM. CAP ⊙ FND IRON MON. W/ PLASTIC CAP ○ FND IRON MON. ● SET IRON MON. W/ PLASTIC CAP LS-4185 ▲ SET IRON MON. W/ ALUM. CAP LS-4185 ● SET NAIL MONUMENT (M) MEASURED (R) PREVIOUSLY RECORDED |
|--|--|

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Part of the South Half of the Southeast Quarter (S1/2SE1/4) of Section 36, T139N, R50W, Cass County, ND

DRAWING TYPE COS	DATE OF SURVEY March 28, 2019
P10733-2016-005 016 04	SHEET 1 of 2
PREPARED BY TTH	PROJECT OR 730Y2

CERTIFICATE OF SURVEY



Exhibit C: Declaration of Excess Land Form

I hereby declare that OINs 726Y2 and 730Y2 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen

Executive Director

February 9, 2024

Date

Memorandum



To: Metro Flood Diversion Authority Lands Committee

From: Joel Paulsen, Executive Director

Cc: John Shockley, MFDA Legal Counsel

Date: February 21, 2024

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 a portion of BNSF railway right of way near Horace, ND. This purchase was 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). The below map shows highlighted in green the right of way that has been purchased by the MFDA and CCJWRD in December 2023.



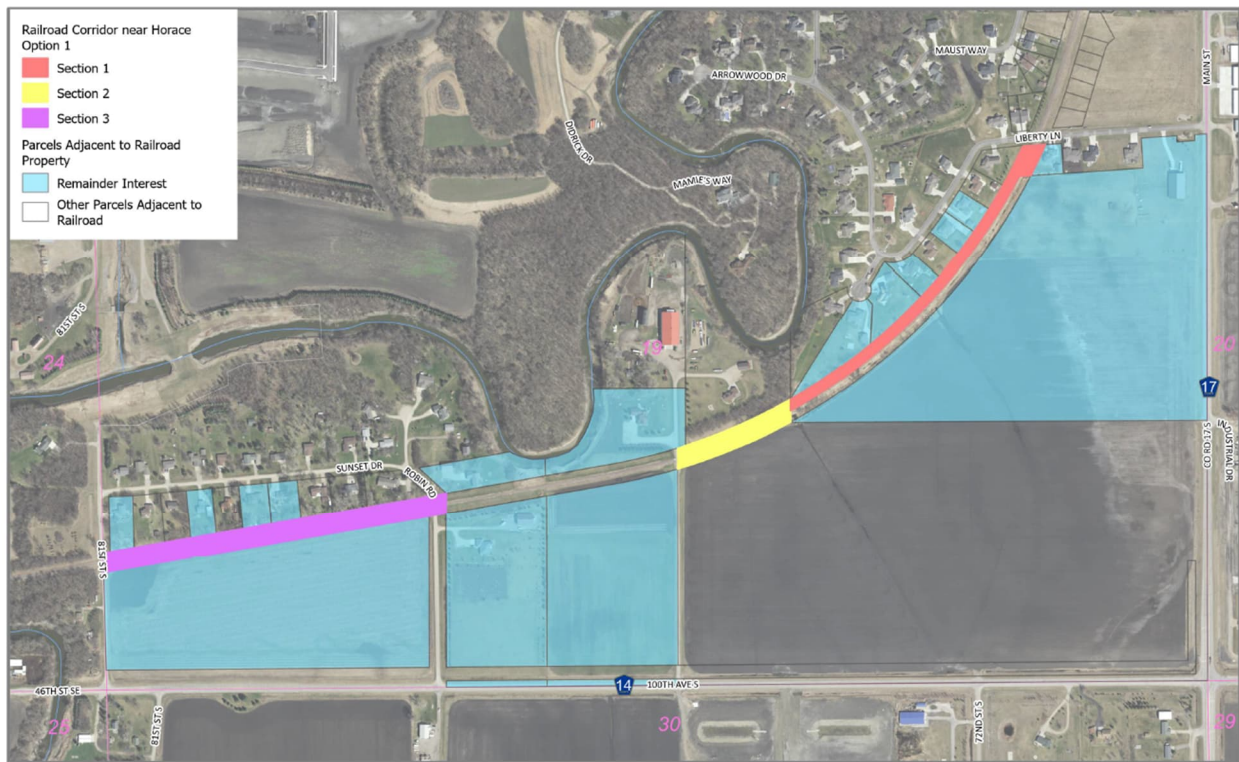
The MFDA purchase price of the railway right of way was \$650,016. This purchase price was based on an appraised value and per BNSF requirements, it included a 15% railroad corridor enhancement factor.

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.

The Lands Committee needs to determine how to sell certain portions of the railway corridor.

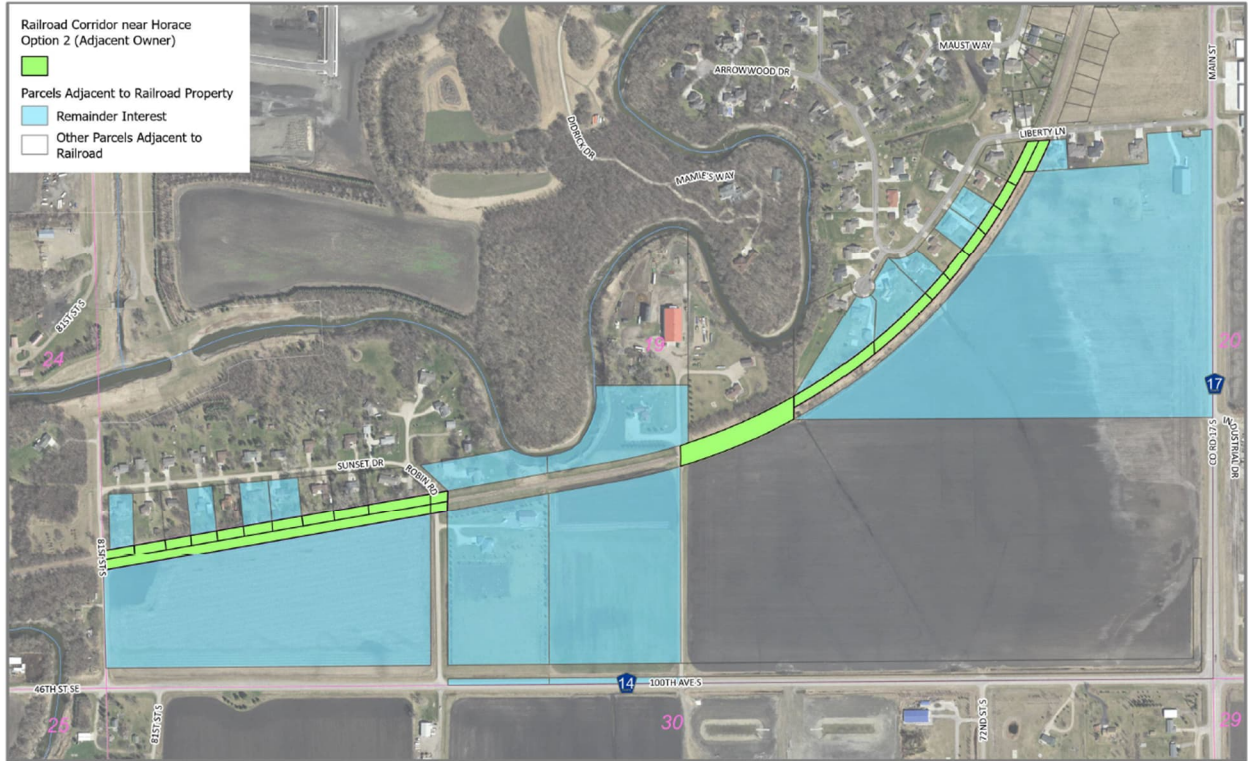
Option 1

Sell the rail corridor in three sections as outlined in the map below.



Option 2

Sell the rail corridor in multiple sections that align with the residential parcel boundaries as outlined in the map below.





City of Fargo Project NR-24-A

Executive Summary

February 16, 2024

OVERVIEW

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

City of Fargo Project NR-24-A1 Storm Sewer Lift Station #27 Reconstruction and Levee Extension was identified as being necessary during the overall project's Plan B development as part of the In-Kind Work Plan and is anticipated to be constructed during the 2024 and 2025 construction seasons. The scope of this project includes the reconstruction of the existing storm sewer lift station, which has insufficient pumping capacity, and an extension of the adjacent levee through the new lift station location. This scope is unchanged from what was contemplated during the development of the In-Kind Work Plan in 2018.

BOARD HISTORY

The Metro Flood Diversion Authority (MFDA) approved the "2024 Cash Budget" at their January 25, 2024, meeting. The 2024 Cash Budget included all costs associated with the City of Fargo 2024 Work Plan. This included \$7M for City of Fargo Project NR-24-A1 Storm Sewer Lift Station #27 Reconstruction and Levee Extension Project for the 2024 construction season.

The MFDA approved the "Resolution Approving the Procedure for Requesting that the City of Fargo Undertake Development of Comprehensive Project In-Kind Work Elements and Authorizing the Reimbursement of Such Development Costs and Expenses" at their January 27, 2022, meeting. Section 6.D of the Resolution states the following:

"The Applicable Member Entity shall not proceed with the award of the construction contract if the Total Project Budget exceeds what was previously submitted and approved in the Development Plan Summary Sheet after construction bids and all other elements of the Estimated Total Project Cost are updated unless it is approved by the Executive Director and the Development Plan Summary Sheet is amended. The Executive Director or his/her designee may approve an increase in the total estimated budget for the Project of up to \$200,000. The Diversion Authority Board must approve an increase in the total estimated budget for the Project greater than \$200,000. The Authority will make a good faith effort to bring budget increases requiring Diversion Authority Board consideration for approval to the Diversion Authority Board within fifteen (15) Business Days of notice from the Applicable Member Entity."

City of Fargo Project No. NR-24-A1 Storm Sewer Lift Station #27 Reconstruction and Levee Extension

NR-24-A1: STS LS #27 Reconstruction and Levee Extension:

- Previous total project cost engineer's estimate = \$8,635,000
- In January 2024, the MFDA Board approved the 2024 Cash Budget which included \$7,000,000 for this project to be spent in 2024 with the remainder of the proposed cost in 2025.
- The City of Fargo completed the following to keep construction costs as low as possible including the following:
 1. A value engineering analysis was done on the original lift station layout and internal components that resulted in a reduced overall footprint of the lift station by approximately 10%. From this value engineering work, we do not believe an alternative for a significant redesign of the lift station is available, and even if one did exist, that the cost for the redesign would likely not offset any costs savings.
 2. Provided the contractor three alternatives for alignment, construction method, and pipe materials for the storm sewer outfall to the river. These alternatives were provided to allow for the contractor to select and bid the lowest priced alternative.
 3. Provided two full construction seasons, 2024 & 2025, to complete the project. This was done to provide flexibility to the contractor on their schedules.
 4. Worked closely with the two adjoining property owners to acquire temporary construction easements to allow for more room for construction and material staging areas. The Fargo Park District is one of the adjoining property owners, and as a result of the temporary easement acquired from them, we will be closing access to their park for a full construction season.
- The City of Fargo received bids on the project in February 2024, with the low bid coming in higher than the engineer's estimate for construction. The new total project budget is \$9,820,604.85.
- The overall construction bid came in approximately 24% higher than the construction engineer's estimate. The overall project cost is increased approximately 13.7%. The City of Fargo has reduced their contingency from 10% to 5% now that bids are received.
- The City received one bid on the project that is 24% over the Engineer's Estimate. A thorough review of the bid has been completed and it has been determined that it is mainly three bid items that can be attributed to the increase in the project cost. These three bid items are for the (1) lift station structure and pumps, (2) 78" RCP storm sewer pipe, and (3) temporary pumping. The City and MFDA staff have reviewed the prices received versus the engineer's estimate, as well as the City discussed the prices with the apparent low bidder and both the City and MFDA staff have determined that these prices are fair due to multiple reasons. The primary reason being the site constraints. This project is located in a fully developed neighborhood that provides significant challenges to the contractor to be able to complete this work in an efficient and safe manner. The Engineer's Estimate tried to account for these challenges, but they ended up being a greater factor than what was anticipated, which is resulting in more time, and therefore money being spent by the contractor to complete this work.
- Due to the reasons above, as well as the conversations had from other contractors on why they did not bid (which the primary reasons included limited availability due to existing FM Diversion work and site constraints of this project), the city is recommending award of this project. We do not believe rebidding this project at a later date will result in more bidders or lower prices. We

also believe the risk of delaying the construction exposes the project to further inflation costs with no assurance that there will be additional bidders available.

If the proposed motion below is approved, City of Fargo project NR-24-A1 will have a total project budget increase of \$1,200,000. It is important to note that the anticipated project spend in 2024 has not increased and therefore a 2024 cash budget amendment is **not** required for the approval of the increase of this overall project budget. As noted above, the project is within the original In-Kind Work Plan scope. The City of Fargo is continuing to value engineering remaining In-Kind Work Plan projects to identify opportunities to reduce costs on remaining projects.

PROPOSED MOTION

Per the “Resolution Approving the Procedure for Requesting that the City of Fargo Undertake Development of Comprehensive Project In-Kind Work Elements and Authorizing the Reimbursement of Such Development Costs and Expenses” I move to approve the 2024 Development Plan Summary Sheet and the Estimated Total Project Costs (attached) for the following City of Fargo Project:

- NR-24-A1 – STS LS #27 Reconstruction and Levee Extension, for an increased total project budget of \$1,200,000 and a new total project budget of \$9,835,000.



Development Plan Summary Sheet

Contract Number NR-24-A
 Project Name STS LS #27 Reconstruction and Levee Extension
 Member Entity City of Fargo
 Date Submitted: 2/15/2024 Member Entity Contact Nathan Boerboom

Design Services

Approach: Competitive Existing Firm: Apex Engineering Group Contract value: 380,000.00

Subconsultants

Braun Intertec
Terracon Consultants
Solien & Larson Engineering

Services

Geotechnical Engineering
Geotechnical Engineering
Structural Engineering

Estimated Cost for Design Professional Services (A) _____

\$ 380,000.00

Start of Design: 2022

Design Completion: 1/2024

Percentage Complete : 100 %

Property Acquisition

Estimated Cost for Property Acquisition (B) _____

\$ 0.00

Estimated Cost for Property Acquisition Services (C) _____

\$ 0.00

Start of Property Acquisition: 7/1/23

Acquisition Complete: 2/1/24

Property Acquisition Needed by: 2/1/24

Percentage Complete 100 %

Construction

Estimated Cost for Construction (D)* _____

\$ 8,672,957.00

Start of Construction: 5/1/24

Construction Complete: 6/30/26

Percentage Complete: 0 %

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

Construction Services

Approach: Competitive Existing Firm: Apex Engineering Group Contract value: 300,000.00

Subconsultants

Terracon Consultants

Services

Material Testing

Estimated Cost for Construction Professional Services (E) _____

\$ 300,000.00

Percentage Complete: 0 %

ESTIMATED TOTAL PROJECT COST (A+B+C+D+E) _____

\$ 9,352,957.00

CONTINGENCY (5%)

\$ 467,647.85

FY20 24 TOTAL PROJECT BUDGET AMOUNT: _____

\$ 9,820,604.85

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

Compliant with WIFIA requirements.



Development Plan Summary Sheet for Construction

Contract Number NR-24-A

Project Name STS LS #27 Reconstruction and Levee Extension

Member Entity City of Fargo

Date Submitted: 2/15/2024

Member Entity Contact Nathan Boerboom

Construction

Contractor Key Contracting

Contract Value \$ 8,672,957.00

Change Order ___ Value \$ _____ :

Change Order ___ Value \$ _____ :

Change Order ___ Value \$ _____ :

Change Order ___ Value \$ _____ :

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

Subconsultants

Services

Start of Construction: _____

Construction Complete: _____

FY20___ TOTAL PROJECT BUDGET AMOUNT: \$ _____

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

Additional Notes:

This project was identified as being necessary during the overall project's Plan B development and is anticipated to be constructed during the 2024 and 2025 construction seasons. The scope of this project includes the reconstruction of the existing storm sewer lift station, which has insufficient pumping capacity, and an extension of the adjacent levee through the new lift station location. This scope is unchanged from what was contemplated during the development of Plan B in 2018.

Bids have recently been received for this project. The City received one bid on the project that is 24% over the Engineer's Estimate. A thorough review of the bid has been completed and it has been determined that it is mainly three bid items that can be attributed to the increase in the project cost. These three bid items are for the (1) lift station structure and pumps, (2) 78" RCP storm sewer pipe, and (3) temporary pumping. We have reviewed the prices received versus our the engineer's estimate, as well as discussed the prices with the apparent low bidder, and have determined that these prices are fair due to multiple reasons. The primary reason being the site constraints. This project is located in a fully developed neighborhood that provides significant challenges to the contractor to be able to complete this work in an efficient and safe manner. The Engineer's Estimate accounted for these challenges but they ended up being a greater factor than what was anticipated, which is resulting in more time, and therefore money being spent by the contractor to complete this work.

It is also important to note that in attempt to keep construction costs as low as possible, as well as making the project as attractive as possible to bidders, the City carefully considered multiple alternatives during the design and bidding phase of this project. Below are some examples of items already implemented to reduce the project cost:

- 1) A value engineering analysis was done on the original lift station layout and internal components that resulted in a reduced overall footprint of the lift station by approximately 10%. From this value engineering work, we do not believe an alternative for a significant redesign of the lift station is available, and even if one did exist, that the cost for the redesign would likely not offset any costs savings.
- 2) Provided the contractor three alternatives for alignment, construction method, and pipe materials for the storm sewer outfall to the river. These alternatives were provided to allow for the contractor to select and bid the lowest priced alternative.
- 3) Provided two full construction seasons, 2024 & 2025, to complete the project. This was done to provide flexibility to the contractor on their schedules.
- 4) Worked closely with the two adjoining property owners to acquire temporary construction easements to allow for more room for construction and material staging areas. The Fargo Park District is one of the adjoining property owners, and as a result of the temporary easement acquired from them, we will be closing access to their park for a full construction season.

Due to the reasons above, as well as the conversations had from other contractors on why they did not bid (which the primary reasons included limited availability due to existing FM Diversion work and site constraints of this project), the City is recommending award of this project. We do not believe rebidding this project at a later date will result in more bidders or lower prices. We also believe the risk of delaying the construction exposes the project to further inflation costs with no assurance that there will be additional bidders available.