

Board Agenda

Diversion Board of Authority

March 28, 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 February 22, 2024 [Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Finance Report [Attachment 01.00] (Pg. 9)
- b. Voucher Approval [Attachment 02.00] (Pg. 38)
- c. DA Board Approval Contract Actions [Attachment 03.00] (Pg. 56)
 - i. JT Lawn Services TO 1, Amendment 0 [Attachment 03.01] (Pg. 58)
 - ii. Minnkota TO 6, Amendment 0 [Attachment 03.02] (Pg. 60)
- d. MOUs and Agreements [Attachment 04.00] (Pg. 62)
 - i. CapX 2020 & MFDA Encroachment Agreement [Attachment 04.01] (Pg. 64)

REGULAR AGENDA:

4. Executive Director Report [Attachment 05.00] (Pg. 96)
5. General Counsel Update
 - a. Resolution Requesting Cass County Acquire Road Rights-of-Way (SWDCAI Phase 4) [Attachment 06.00] (Pg. 98)
6. Construction Project Updates
 - a. USACE Project Update [Attachment 07.00] (Pg. 135)
 - b. SWDCAI Project Update [Attachment 08.00] (Pg. 137)
 - c. Project Safety Update [Attachment 09.00] (Pg. 138)

- d. Drone Footage Video
 7. Communications Team Update
 8. Land Management Update
 - a. Property Acquisition Status Report
[Attachment 10.00] (Pg. 139)
 9. Finance Update
 10. Other Business
 - a. WP 47B Bid Award
[Attachment 11.00] (Pg. 145)
 11. 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.
 12. Next Meeting: April 25, 2024
 13. Adjournment
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MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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



Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 PM – February 22, 2024

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on February 22, 2024. The following members were present: Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; 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 Seljevold, Moorhead City Council.

Member(s) absent: Shelly Carlson, Mayor, City of Moorhead.

1. CALL TO ORDER

Mr. Grindberg called the meeting to order at 3:30 PM. Roll call was taken, and a quorum was present.

2. APPROVE MINUTES FROM THE JANUARY 2024 MEETING

MOTION PASSED

Mr. Piepkorn moved to approve the minutes from the January 2024 meeting and Mayor Mahoney seconded the motion. On a voice vote, the motion carried.

3. APPROVE ORDER OF THE AGENDA

MOTION PASSED

Mr. Campbell moved to approve the order of the agenda as amended, removing item 9. g., and Mr. Strand seconded the motion. On a voice vote, the motion carried.

CONSENT AGENDA

MOTION PASSED

Mr. Peterson moved to approve the Consent Agenda and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.

4. EXECUTIVE DIRECTOR REPORT

Mr. Paulsen did not have anything new to report.

5. GENERAL COUNSEL UPDATE

Mr. Shockley did not have anything new to report.

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 punch list 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

- Main Channel Excavation – continuing in Channel Reaches 4 & 5
- BNSF KO Crossing – Shoofly track installation under-way
- CR-32 Crossings – Bridge girder installation under-way
- Maple River Aqueduct – Foundation work continues
- CR-10 & 38th St W Crossings – Bridge abutments and piers are underway
- BNSF Prosper & I-29 NB Crossings – Bridge pile installation is underway

30 to 60 Day Outlook – Weather Permitting

- New Work Features
 - o Rush River Inlet
 - o Lower Rush River Inlet
- Continued Work
 - o Main Channel Excavation – Reaches 4 thru 9
 - o Maple River Aqueduct - Flume/Conduit Structure
 - o Drain 14C Inlet
 - o Transportation Crossings
 - CR-4/31
 - I-29
 - CR-32
 - CR-22
 - BNSF Prosper
 - CR-20
 - CR-10
 - 38th St W

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period January 1, 2024, to January 31, 2024, and reported that it was a good month with one small vehicle accident and a couple of incidents requiring first aid, neither resulting in any lost time.

d. Drone Footage Video

A drone video highlighting the progress that has been achieved since January 2024 was viewed.

8. COMMUNICATIONS UPDATE

Ms. Willson provided the following Communications update:

New Content

Faces: Adam Shani

Short-Form Videos: County Road 32 update, Drain 14C update, Fast Fact: P3 equipment, "We Asked, Katey Answered," stormwater diversion channel update

Thought Leadership: NCA report analysis

Media Relations

Prairie Pulse: Kris Bakkegard interview

2023 Media Metrics

Reach: 190.9 million

Viewership: 608.35 million

Ad-Value Equivalent: \$1.77 million

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 94.4% completion in the Construction Footprint
- 52.8% completion in the UMA Footprint
- 85.5% of the parcels in the Southern Embankment have been acquired
- 52.8% of the parcels in the Upstream Mitigation Area have been acquired
- 73.8% 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 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

b. OIN 837 Excess Land Recommendation

Ms. Smith introduced the above-referenced OIN and asked for approval to sell the parcel based on the Excess Lands Policy.

OIN 837 is located along the east side of Cass County Hwy 17 between 49th Street SE and 50th Street SE. The parcel is in the UMA. This former residential property has had all structures removed from the property as part of the project.

MOTION PASSED

Mayor Mahoney moved to approve the sale of OIN 837 as excess land and Mrs. Scherling seconded the motion. On a roll call vote, the motion carried.

c. OIN 839 Excess Land Recommendation

Ms. Smith introduced the above-referenced OIN and asked for approval to sell the parcel based on the Excess Lands Policy.

OIN 839 is located in the NW corner of the intersection of Cass County Hwy 17 and 50th Street SE. The parcel is in the UMA. This former residential property has had all structures removed from the property as part of the project.

MOTION PASSED

Mr. Olson moved to approve the sale of OIN 839 as excess land and Mr. Piepkorn seconded the motion. On a roll call vote, the motion carried.

d. OIN 2185 Excess Land Recommendation

Ms. Smith introduced the above-referenced OIN and asked for approval to sell the parcel based on the Excess Lands Policy. *This former residential property has had all structures removed from the property as part of the project.*

OIN 2185 is located off of 50th 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.

MOTION PASSED

Mrs. Scherling moved to approve the sale of OIN 2185 as excess land and Mr. Piepkorn seconded the motion. On a roll call vote, the motion carried.

e. OIN 5055Y Excess Land Recommendation

Ms. Smith introduced the above-referenced OIN and asked for approval to sell the parcel based on the Excess Lands Policy.

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 169th Ave SE, but is not accessible directly from 169th Ave SE.

MOTION PASSED

Mr. Olson moved to approve the sale of OIN 5055Y as excess land and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.

f. OINs 726Y2 and 730Y2 Excess Land Recommendation

Ms. Smith introduced the above-referenced OINs and asked for approval to sell the parcels based on the Excess Lands Policy.

OINs 726Y2 and 730Y2 are located adjacent to the Diversion Channel, just north of 52nd Ave W in Cass County, North Dakota.

MOTION PASSED

Mr. Peterson moved to approve the sale of OINs 726Y2 and 730Y2 as excess land to CCJWRD and per Section 1.2 of the Excess Lands Policy, approve CCJWRD selling, trading, and/or exchanging these parcels with SECWRD. Mayor Dardis seconded the motion and on a roll call vote, the motion carried.

10. FINANCE UPDATE

Finance Report

Mayor Dardis reported that the bills payable totaled \$2,181,362, and the current net position is \$209,118,322. Mayor Dardis also reported that the Eagle Valley Evangelical Free Church and CapX agreements were approved as well as the City of Fargo project budget increase of \$1,200,000, and the Land Acquisition Directives (LADs) that were presented.

a. City of Fargo Project No. NR-24-A1 STS LS #27

Mr. Bakkegard provided the following project overview:

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 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.

MOTION PASSED

Mayor Dardis moved to approve the 2024 Development Plan Summary for an increased total project budget of \$1,200,000, and a new total project budget of \$9,835,000. Mr. Piepkorn seconded the motion and on a roll call vote, the motion carried.

11. OTHER BUSINESS

There was no additional business to discuss.

12. CLOSED EXECUTIVE SESSION

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.

MOTION PASSED

Mayor Mahoney moved to go into executive session and Mr. Peterson seconded the motion. On a roll call vote, the motion carried, and members retreated to the Red River Room at 4:07 PM.

13. NEXT MEETING

The next meeting will be March 28, 2024.

14. ADJOURNMENT

A quorum returned to the Chambers at 5:16 PM and the meeting was adjourned.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
February 29, 2024

| | FM Diversion Project Fund | Budget Fund | Grand Total |
|---------------------------|--------------------------------------|--------------------|-----------------------|
| Assets | | | |
| Cash | \$ 216,893,017 | \$ 211,433 | \$ 217,104,450 |
| Cash Horace 3.01 MIT | 4,359,591 | - | 4,359,591 |
| Cash BRRWD | 8,534,425 | - | 8,534,425 |
| Cash Held In Trust at BND | | | |
| Excess Revenue Fund | 273,452 | - | 273,452 |
| Temp Debt Obligation Fund | 433,612 | - | 433,612 |
| Authority Loan Fund | 98,742 | - | 98,742 |
| 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 | 4,633,885 | - | 4,633,885 |
| Refundable Deposit | 50,000 | - | 50,000 |
| Total assets | 253,696,784 | 211,433 | 253,908,216 |
| Liabilities | | | |
| Vouchers payable | - | - | - |
| Retainage payable | 144,547 | - | 144,547 |
| Rent Deposit | 13,750 | - | 13,750 |
| Deferred Revenue | 5,500 | - | 5,500 |
| Total liabilities | 163,797 | - | 163,797 |
| NET POSITION | \$ 253,532,987 | \$ 211,433 | \$ 253,744,419 |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|-------------------------------------------------------------|------------|--------------|------------------------|---------------------|--------------------------|----------------|---------------------|
| 770-7910-429.11-00 | 2/8/2024 | 333719 | Cass County Government | \$91,997.72 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$90,293.66 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| | 2/22/2024 | LT02240 | Cass County Government | (\$116,317.28) | REV 12.31.23 AP 2.8.2024 | V00106 | EXECUTIVE DIRECTOR |
| | 2/22/2024 | LT14230 | Cass County Government | \$116,317.28 | 12.31.23 AP- 2.8.2024 CK | V00106 | EXECUTIVE DIRECTOR |
| Full Time Staff / Salaries | | | | \$182,291.38 | | | |
| 770-7910-429.20-01 | 2/8/2024 | 333719 | Cass County Government | \$9,338.00 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$9,338.00 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Health Insurance | | | | \$18,676.00 | | | |
| 770-7910-429.20-03 | 2/8/2024 | 333719 | Cass County Government | \$200.00 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$200.00 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Dental Insurance | | | | \$400.00 | | | |
| 770-7910-429.20-06 | 2/8/2024 | 333719 | Cass County Government | \$36.50 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$36.50 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Vision Insurance | | | | \$73.00 | | | |
| 770-7910-429.21-01 | 2/8/2024 | 333719 | Cass County Government | \$2,168.60 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$5,437.42 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Social Security | | | | \$7,606.02 | | | |
| 770-7910-429.21-02 | 2/8/2024 | 333719 | Cass County Government | \$1,297.54 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$1,271.65 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Medicare | | | | \$2,569.19 | | | |
| 770-7910-429.22-07 | 2/8/2024 | 333719 | Cass County Government | \$11,278.92 | DIVERSION PAYROLL EXP | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$11,972.94 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Pension Benefits / Retirement | | | | \$23,251.86 | | | |
| 770-7910-429.25-00 | 2/29/2024 | 334171 | Cass County Government | \$842.87 | DIVERSION STAFF WAGES | V00106 | EXECUTIVE DIRECTOR |
| Workers Compensation Benefits / Workers Compensation | | | | \$842.87 | | | |
| 770-7910-429.33-37 | 2/15/2024 | 333927 | HighRoad Partners, LLC | \$700.00 | FEB HR PARTNER | V09701 | HR SERVICES |
| Other Services / HR Services | | | | \$700.00 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--------------------------------------------------------------|------------|--------------|------------------------|---------------------|---------------------------|----------------|------------------------|
| 770-7910-429.34-15 | 2/15/2024 | 333957 | Marco Technologies | \$878.12 | DIVERSION IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 2/15/2024 | 333957 | Marco Technologies | \$2,042.84 | IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 2/22/2024 | 334034 | CONSOLIDATED COMMUNI | \$470.00 | ACCT 701-150-0113/0 | V00106 | EXECUTIVE DIRECTOR |
| Technical Services / Computer Services | | | | \$3,390.96 | | | |
| 770-7910-429.38-99 | 2/8/2024 | 333719 | Cass County Government | \$64.98 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$62.98 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| | 2/22/2024 | LT02240 | Cass County Government | (\$1,878.00) | REV 12.31.23 AP 2.8.2024 | V00106 | EXECUTIVE DIRECTOR |
| | 2/22/2024 | LT14230 | Cass County Government | \$1,878.00 | 12.31.23 AP- 2.8.2024 CK | V00106 | EXECUTIVE DIRECTOR |
| Other Services / Other Services | | | | \$127.96 | | | |
| 770-7910-429.43-50 | 2/29/2024 | 334171 | Cass County Government | \$456.47 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Repair and Maintenance / Maintenance Service Contract | | | | \$456.47 | | | |
| 770-7910-429.53-20 | 2/8/2024 | 333719 | Cass County Government | \$693.96 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$693.98 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Communications / Cellular Phone Service | | | | \$1,387.94 | | | |
| 770-7910-429.56-60 | 2/8/2024 | 333719 | Cass County Government | \$698.72 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$1,332.53 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| In State Travel / In State Travel Expenses | | | | \$2,031.25 | | | |
| 770-7910-429.59-10 | 2/29/2024 | 334171 | Cass County Government | \$6,250.00 | ND WATER USERS MEMBERSHIP | V00106 | EXECUTIVE DIRECTOR |
| Education / Dues & Membership Instate | | | | \$6,250.00 | | | |
| 770-7910-429.61-10 | 2/8/2024 | 333719 | Cass County Government | \$397.91 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| | 2/29/2024 | 334171 | Cass County Government | \$47.20 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| General Supplies / Office Supplies | | | | \$445.11 | | | |
| 770-7910-429.68-30 | 2/8/2024 | 333719 | Cass County Government | \$22.43 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Miscellaneous / Meeting Incidentals | | | | \$22.43 | | | |
| 770 Subtotal | | | | \$250,522.44 | | | |
| 790-7910-429.33-20 | 2/29/2024 | 334194 | EIDE BAILLY LLP | \$662.50 | DIVERSION GASB 94 | V00102 | General & Admin. WIK |
| Other Services / Accounting Services | | | | \$662.50 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--------------------------------------------------------------|------------|--------------|------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7910-429.33-25 | 3/5/2024 | 1091 | OHNSTAD TWICHELL PC | \$107,711.87 | Ohnstad Twichell PC | V00102 | General & Admin. WIK |
| | 2/8/2024 | 333741 | DORSEY & WHITNEY LLP | \$31,335.20 | NOV 2023 LEGAL SERVICES | V00101 | Dorsey Whitney Legal |
| | 2/29/2024 | 334192 | DORSEY & WHITNEY LLP | \$65,488.00 | DECEMBER LEGAL SERVICES | V00101 | Dorsey Whitney Legal |
| | 2/29/2024 | 334192 | DORSEY & WHITNEY LLP | \$97,054.28 | JANUARY LEGAL SERVICES | V00101 | Dorsey Whitney Legal |
| | 2/22/2024 | LT02240 | DORSEY & WHITNEY LLP | (\$31,335.20) | REV 12.31.23 AP 2.8.2024 | V00101 | Dorsey Whitney Legal |
| | 3/1/2024 | LT02240 | OHNSTAD TWICHELL PC | (\$107,711.87) | REV 12.31.23 PCARD 2.14 | V00102 | General & Admin. WIK |
| | 3/1/2024 | LT02240 | DORSEY & WHITNEY LLP | (\$65,488.00) | REV 12.31.23 AP 2.29.24 | V00101 | Dorsey Whitney Legal |
| | 2/22/2024 | LT14230 | DORSEY & WHITNEY LLP | \$31,335.20 | 12.31.23 AP- 2.8.2024 CK | V00101 | Dorsey Whitney Legal |
| | 3/1/2024 | LT14230 | OHNSTAD TWICHELL PC | \$107,711.87 | 12.31.23 AP-PCARD 2.14.24 | V00102 | General & Admin. WIK |
| | 3/1/2024 | LT14230 | DORSEY & WHITNEY LLP | \$65,488.00 | 12.31.23 AP-02.29.24 CK | V00101 | Dorsey Whitney Legal |
| Other Services / Legal Services | | | | \$301,589.35 | | | |
| 790-7910-429.34-20 | 2/8/2024 | 333717 | C THREE MEDIA, LLC | \$6,515.68 | VIDEOGRAPHY SERVICES | V08601 | VIDEOGRAPHY |
| | 2/15/2024 | 333946 | Michael H Klein | \$1,350.00 | PUBLIC OUTREACH/COMMUNICA | V07201 | COMMUNICATION CONSULTING |
| | 2/22/2024 | 334094 | Neon Loon Communications, LL | \$14,589.00 | COMMUNICATION SUPPORT | V09601 | COMMUNICATIONS SUPPORT |
| Technical Services / Marketing / Public Relat. | | | | \$22,454.68 | | | |
| 790-7910-429.34-40 | 2/22/2024 | 334049 | Flint Group | \$150.00 | WEBSITE DESIGN | V10201 | WEBSITE DESIGN |
| Technical Services / Web Site Develop/Maintain | | | | \$150.00 | | | |
| 790-7910-429.34-56 | 2/26/2024 | ES02240 | City of Fargo | \$17,483.00 | FISCAL AGENT FEE-02/2024 | V05902 | MONTHLY FISCAL AGENT FEE |
| Technical Services / FMDA Fiscal Agent Fees | | | | \$17,483.00 | | | |
| 790-7910-429.38-68 | 2/15/2024 | 333917 | GA Group, PC | \$4,000.00 | GOVT RELATIONS COUNSEL | V07601 | 2021 GOVERNMENT RELATIONS |
| Other Services / Lobbyist | | | | \$4,000.00 | | | |
| 790-7910-429.42-05 | 2/22/2024 | 334019 | Ambassador, Inc. | \$925.00 | DIVERSION OFFICE CLEANING | V10501 | JANITORIAL SERVICES |
| Cleaning Services / Custodial Services | | | | \$925.00 | | | |
| 790-7910-429.43-50 | 2/29/2024 | JH142300 | ACONEX (North America) INC | \$339,802.05 | 12/31/23 PREPAID-MULTI YR | V01401 | 8 Year Service Agreement |
| Repair and Maintenance / Maintenance Service Contract | | | | \$339,802.05 | | | |
| 790-7910-429.54-40 | 2/8/2024 | 333753 | FORUM COMMUNICATIONS | \$1,750.00 | DIVERSION ADS | V11501 | MARKETING SERVICES |
| Advertising / Other Advertising | | | | \$1,750.00 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|----------------------------------------------|------------|--------------|------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7915-429.33-05 | 2/8/2024 | 333725 | MOORE ENGINEERING INC | \$300.00 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$235,966.75 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333874 | AECOM | \$12,686.40 | CULTURAL RESOURCES INVEST | V01004 | SEAI CULTURAL RES INVEST |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$197,927.00 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$63,047.92 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 2/29/2024 | 334179 | MOORE ENGINEERING INC | \$200.00 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334180 | Cass Rural Water | \$72,427.45 | REIMB AE2S ENGINEERING | V05005 | CASS RURAL WATER US MOU |
| | 2/6/2024 | LT02240 | HOUSTON-MOORE GROUP L | (\$95,758.95) | REV 12.31.23 AP 2.1.24 CK | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 2/22/2024 | LT02240 | HOUSTON-MOORE GROUP L | (\$361,206.28) | REV 12.31.23 AP 2.8.2024 | V01633 | DESIGN & CONST. SUPPORT |
| | 2/22/2024 | LT02240 | MOORE ENGINEERING INC | (\$300.00) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/23/2024 | LT02240 | AECOM | (\$12,686.40) | REV 12.31.23 AP 2.15.2024 | V01004 | SEAI CULTURAL RES INVEST |
| | 2/23/2024 | LT02240 | HOUSTON-MOORE GROUP L | (\$96,761.92) | REV 12.31.23 AP 2.15.2024 | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 2/23/2024 | LT02240 | HOUSTON-MOORE GROUP L | (\$331,694.38) | REV 12.31.23 AP 2.15.2024 | V01633 | DESIGN & CONST. SUPPORT |
| | 3/1/2024 | LT02240 | Cass Rural Water | (\$72,427.45) | REV 12.31.23 AP 2.29.24 | V05005 | CASS RURAL WATER US MOU |
| | 2/5/2024 | LT14230 | HOUSTON-MOORE GROUP L | \$95,758.95 | 12.31.23 AP-02.01.24 CK | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 2/22/2024 | LT14230 | HOUSTON-MOORE GROUP L | \$361,206.28 | 12.31.23 AP- 2.8.2024 CK | V01633 | DESIGN & CONST. SUPPORT |
| | 2/22/2024 | LT14230 | MOORE ENGINEERING INC | \$300.00 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/23/2024 | LT14230 | AECOM | \$12,686.40 | 12.31.23 AP-2.15.2024 CK | V01004 | SEAI CULTURAL RES INVEST |
| | 2/23/2024 | LT14230 | HOUSTON-MOORE GROUP L | \$331,694.38 | 12.31.23 AP-2.15.2024 CK | V01633 | DESIGN & CONST. SUPPORT |
| | 2/23/2024 | LT14230 | HOUSTON-MOORE GROUP L | \$96,761.92 | 12.31.23 AP-2.15.2024 CK | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 3/1/2024 | LT14230 | Cass Rural Water | \$72,427.45 | 12.31.23 AP-02.29.24 CK | V05005 | CASS RURAL WATER US MOU |
| Other Services / Engineering Services | | | | \$582,555.52 | | | |
| 790-7915-429.38-99 | 2/15/2024 | 334003 | UNITED STATES GEOLOGIC | \$67,467.50 | WATER QUALITY MONITORING | V02203 | WATER QUALITY MONITORING |
| | 2/23/2024 | LT02240 | UNITED STATES GEOLOGIC | (\$67,467.50) | REV 12.31.23 AP 2.15.2024 | V02203 | WATER QUALITY MONITORING |
| | 2/23/2024 | LT14230 | UNITED STATES GEOLOGIC | \$67,467.50 | 12.31.23 AP-2.15.2024 CK | V02203 | WATER QUALITY MONITORING |
| Other Services / Other Services | | | | \$67,467.50 | | | |
| 790-7920-429.33-05 | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$32,360.63 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$29,474.18 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$26,700.00 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| Other Services / Engineering Services | | | | \$88,534.81 | | | |

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| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|-------------------------------------------------|------------|--------------|-----------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7920-429.33-79 | 2/29/2024 | 334182 | CH2M Hill Engineers Inc | \$679,721.20 | SUPPORT SERVICES | V00212 | P3 PROCUREMENT SUPPORT |
| | 2/29/2024 | 334182 | CH2M Hill Engineers Inc | \$491,675.30 | PROGRAM MGMT | V00211 | CH2M HILL-6/2019-12/2021 |
| | 3/1/2024 | LT02240 | CH2M Hill Engineers Inc | (\$491,675.30) | REV 12.31.23 AP 2.29.24 | V00211 | CH2M HILL-6/2019-12/2021 |
| | 3/1/2024 | LT02240 | CH2M Hill Engineers Inc | (\$679,721.20) | REV 12.31.23 AP 2.29.24 | V00212 | P3 PROCUREMENT SUPPORT |
| | 3/1/2024 | LT14230 | CH2M Hill Engineers Inc | \$491,675.30 | 12.31.23 AP-02.29.24 CK | V00211 | CH2M HILL-6/2019-12/2021 |
| | 3/1/2024 | LT14230 | CH2M Hill Engineers Inc | \$679,721.20 | 12.31.23 AP-02.29.24 CK | V00212 | P3 PROCUREMENT SUPPORT |
| Other Services / Construction Management | | | | \$1,171,396.50 | | | |
| 790-7930-429.33-05 | 2/8/2024 | 333725 | HDR Engineering, Inc. | \$21,716.60 | HDR ENGINEERING INC | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | SRF Consulting Group | \$25,408.10 | SRF CONSULTING GROUP, INC | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$17,405.21 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333873 | ADVANCED ENGINEERING I | \$114,907.73 | DIVERSION PROJECT-DEC | V00302 | PROGRAM MGMT SERVICES |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$27,434.82 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$7,014.00 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 2/29/2024 | 334179 | HDR Engineering, Inc. | \$17,489.92 | HDR ENGINEERING INC | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | HDR Engineering, Inc. | \$14,013.75 | HDR ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | Prosource Technologies, Inc | \$3,880.69 | PROSOURCE TECHNOLOGIES | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | SRF Consulting Group | \$13,866.75 | SRF CONSULTING GROUP, INC | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | ULTEIG ENGINEERS INC | \$9,048.50 | ULTEIG ENGINEERS, INC | V01201 | Cass Joint Water ROE |
| | 2/6/2024 | LT02240 | ADVANCED ENGINEERING I | (\$165,739.80) | REV 12.31.23 AP 2.1.24 CK | V00302 | PROGRAM MGMT SERVICES |
| | 2/22/2024 | LT02240 | HDR Engineering, Inc. | (\$21,716.60) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | SRF Consulting Group | (\$25,408.10) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/23/2024 | LT02240 | ADVANCED ENGINEERING I | (\$114,907.73) | REV 12.31.23 AP 2.15.2024 | V00302 | PROGRAM MGMT SERVICES |
| | 2/5/2024 | LT14230 | ADVANCED ENGINEERING I | \$165,739.80 | 12.31.23 AP-02.01.24 CK | V00302 | PROGRAM MGMT SERVICES |
| | 2/22/2024 | LT14230 | HDR Engineering, Inc. | \$21,716.60 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | SRF Consulting Group | \$25,408.10 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/23/2024 | LT14230 | ADVANCED ENGINEERING I | \$114,907.73 | 12.31.23 AP-2.15.2024 CK | V00302 | PROGRAM MGMT SERVICES |
| Other Services / Engineering Services | | | | \$272,186.07 | | | |

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| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|-------------------------------------------------|------------|--------------|------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.33-25 | 2/8/2024 | 333725 | Larkin Hoffman Attorneys | \$14,322.25 | LARKIN HOFFMAN ATTORNEYS | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | OHNSTAD TWICHELL PC | \$114,332.50 | OHNSTAD TWICHELL, P.C. | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | Larkin Hoffman Attorneys | \$8,935.25 | LARKIN HOFFMAN ATTORNEYS | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | OHNSTAD TWICHELL PC | \$86,440.78 | OHNSTAD TWICHELL, P.C. | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | OHNSTAD TWICHELL PC | \$3,420.50 | OHNSTAD TWICHELL, P.C. | V01203 | Cass Joint Water OHB |
| | 2/22/2024 | LT02240 | Larkin Hoffman Attorneys | (\$14,322.25) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | OHNSTAD TWICHELL PC | (\$114,332.50) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | Larkin Hoffman Attorneys | \$14,322.25 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | OHNSTAD TWICHELL PC | \$114,332.50 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| Other Services / Legal Services | | | | \$227,451.28 | | | |
| 790-7930-429.33-32 | 2/8/2024 | 333725 | COMPASS LAND CONSULTA | \$3,300.00 | SEWALL FORESTRY & NATURAL | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | CROWN APPRAISALS | \$19,500.00 | CROWN APPRAISALS, INC. | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | CROWN APPRAISALS | \$43,000.00 | CROWN APPAISALS, INC | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | CROWN APPRAISALS | \$16,000.00 | CROWN APPRAISALS, INC | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | COMPASS LAND CONSULTA | (\$3,300.00) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | CROWN APPRAISALS | (\$19,500.00) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | COMPASS LAND CONSULTA | \$3,300.00 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | CROWN APPRAISALS | \$19,500.00 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| Other Services / Appraisal Services | | | | \$81,800.00 | | | |
| 790-7930-429.33-79 | 2/29/2024 | 334182 | CH2M Hill Engineers Inc | \$45,709.90 | PROPERTY ACQUISITION | V00210 | CH2M HILL-LAND ACQUISITON |
| | 3/1/2024 | LT02240 | CH2M Hill Engineers Inc | (\$45,709.90) | REV 12.31.23 AP 2.29.24 | V00210 | CH2M HILL-LAND ACQUISITON |
| | 3/1/2024 | LT14230 | CH2M Hill Engineers Inc | \$45,709.90 | 12.31.23 AP-02.29.24 CK | V00210 | CH2M HILL-LAND ACQUISITON |
| Other Services / Construction Management | | | | \$45,709.90 | | | |
| 790-7930-429.38-99 | 2/8/2024 | 333725 | Building & Grounds Managemen | \$5,000.00 | BUILDING & GROUNGS MANAGE | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | Title Company | \$50.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | Building & Grounds Managemen | (\$5,000.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | Title Company | (\$50.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | Building & Grounds Managemen | \$5,000.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | Title Company | \$50.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Other Services / Other Services | | | | \$5,050.00 | | | |

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|-------------------------------------------|------------|--------------|---------------------------------|--------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.41-05 | 2/8/2024 | 333725 | Cass Rural Water | \$27.54 | CASS RURAL WATER USERS | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | Cass Rural Water | \$149.70 | CASS RURAL WATER USERS | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | Cass Rural Water | (\$27.54) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | Cass Rural Water | \$27.54 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Utility Services / Water and Sewer | | | | \$177.24 | | | |
| 790-7930-429.52-70 | 2/15/2024 | 334010 | Watts and Associates, Inc. | \$3,290.83 | CROP INSURANCE SERVICES | V06901 | CROP INSURANCE DEVELOPMN |
| Insurance / Crop Insurance | | | | \$3,290.83 | | | |
| 790-7930-429.61-50 | 2/8/2024 | 333725 | CASS COUNTY JOINT WATE | \$20.68 | UPS | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | CASS COUNTY JOINT WATE | \$96.93 | CASS COUNTY JOINT WRD | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | CASS COUNTY JOINT WATE | (\$117.61) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | CASS COUNTY JOINT WATE | \$117.61 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| General Supplies / Postage | | | | \$117.61 | | | |
| 790-7930-429.62-51 | 2/8/2024 | 333725 | Cass County Electric Cooperativ | \$446.72 | CASS COUNTY ELECTRIC COOP | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334169 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | Cass County Electric Cooperativ | \$331.90 | CASS COUNTY ELECTRIC COOP | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | Cass County Electric Cooperativ | (\$446.72) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | Cass County Electric Cooperativ | \$446.72 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Energy / Electricity | | | | \$891.62 | | | |
| 790-7930-429.67-11 | 2/8/2024 | 333725 | 9431 - SMITH 4 | \$655.02 | COREY & SHERRI SMITH | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 9438 - SMITH 4 | \$655.02 | COREY & SHERRI SMITH | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 9431 - SMITH 4 | (\$655.02) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 9438 - SMITH 4 | (\$655.02) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 9431 - SMITH 4 | \$655.02 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 9438 - SMITH 4 | \$655.02 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Relocation / Residential Buildings | | | | \$1,310.04 | | | |

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|------------------------------------------|------------|--------------|-----------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.67-12 | 2/8/2024 | 333725 | 0815Y1 - CASS COUNTY JOIN | \$219,479.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 0822Y2 - CASS COUNTY JOIN | \$219,479.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 0815Y1 - CASS COUNTY JOIN | (\$219,479.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 0822Y2 - CASS COUNTY JOIN | (\$219,479.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 0815Y1 - CASS COUNTY JOIN | \$219,479.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 0822Y2 - CASS COUNTY JOIN | \$219,479.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Relocation / Commercial Buildings | | | | \$438,958.00 | | | |
| 790-7930-429.68-10 | 2/8/2024 | 333725 | ALAN LIBBRECHT | \$7,752.34 | ALAN LIBBRECHT | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | CASS COUNTY JOINT WATE | \$0.50 | CASS COUNTY JOINT WRD2318 | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333725 | KEVIN LIBBRECHT | \$13,931.30 | KEVIN LIBBRECHT | V01201 | Cass Joint Water ROE |
| | 2/29/2024 | 334179 | JIM HAGENSON | \$54,000.00 | JIM HAGENSON | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | ALAN LIBBRECHT | (\$7,752.34) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | CASS COUNTY JOINT WATE | (\$0.50) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | KEVIN LIBBRECHT | (\$13,931.30) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | ALAN LIBBRECHT | \$7,752.34 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | CASS COUNTY JOINT WATE | \$0.50 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | KEVIN LIBBRECHT | \$13,931.30 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| Miscellaneous / Miscellaneous | | | | \$75,684.14 | | | |
| 790-7930-429.71-30 | 2/29/2024 | 334179 | 0217 - ORLEN J JR & KRISTIN | (\$151,852.50) | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 0809N - KAREN OFFUTT | \$507,809.39 | KAREN G OFFUTT TRUST | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 1094 - JAYME RHEAULT | (\$151,852.50) | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 9258 - CIRKS | \$962,175.56 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 9348 - BRANDT 6 | \$119,762.15 | LARRY A BRANDT REVOCABLE | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | Pifer's Land Management | (\$649,783.66) | THE PIFER GROUP | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/20/2024 | ES02240 | 0217 - ORLEN J JR & KRISTIN | \$151,852.50 | RCLS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/20/2024 | ES02240 | 1094 - JAYME RHEAULT | \$151,852.50 | RCLS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/20/2024 | ES02240 | Pifer's Land Management | \$649,783.66 | RCLS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| Land / Land Purchases | | | | \$1,589,747.10 | | | |

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|----------------------------------------------|------------|--------------|-----------------------------|-----------------------|--------------------------|----------------|---------------------------|
| 790-7930-429.71-31 | 2/8/2024 | 333725 | 0855 - OLSON 4 | \$277,342.50 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 1587 - AMBUEHL | \$590.00 | DENISE JOHNSON | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 1961 - OLSON 6 | \$277,342.50 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 2024 - BLETH | \$65,285.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/8/2024 | 333725 | 8386 - LEO A & AMY M COSS | \$413,703.96 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 0860 - STORVICK | \$192,109.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/29/2024 | 334179 | 2005 - STORVICK | \$192,109.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 0855 - OLSON 4 | (\$277,342.50) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 1587 - AMBUEHL | (\$590.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 1961 - OLSON 6 | (\$277,342.50) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 2024 - BLETH | (\$65,285.00) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT02240 | 8386 - LEO A & AMY M COSS | (\$413,703.96) | REV 12.31.23 AP 2.8.2024 | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 0855 - OLSON 4 | \$277,342.50 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 1587 - AMBUEHL | \$590.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 1961 - OLSON 6 | \$277,342.50 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 2024 - BLETH | \$65,285.00 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/22/2024 | LT14230 | 8386 - LEO A & AMY M COSS | \$413,703.96 | 12.31.23 AP- 2.8.2024 CK | V01701 | ND LAND PURCH-OUT OF TOWN |
| Land / Easements | | | | \$1,418,481.96 | | | |
| 790-7930-429.80-17 | 2/8/2024 | LT02240 | CASS COUNTY TREASURER | \$5,965.83 | CASS COUNTY AP REVERSAL | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 2/7/2024 | LT14230 | CASS COUNTY TREASURER | (\$5,965.83) | CASS COUNTY AP REVERSAL | V01701 | ND LAND PURCH-OUT OF TOWN |
| Debt Service / Property Tax - FMDA | | | | \$0.00 | | | |
| 790-7931-429.33-05 | 2/8/2024 | 333729 | Prosource Technologies, Inc | \$30,127.07 | PROSOURCE TECHNOLOGIES | V06201 | MCCJPA - MN ROE |
| | 2/8/2024 | 333729 | SRF Consulting Group | \$23,058.60 | SRF CONSULTING GROUP | V06201 | MCCJPA - MN ROE |
| | 2/29/2024 | 334185 | Prosource Technologies, Inc | \$13,065.51 | PROSOURCE TECHNOLOGIES | V06201 | MCCJPA - MN ROE |
| | 2/29/2024 | 334185 | SRF Consulting Group | \$22,288.17 | SRF CONSULTING GROUP | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT02240 | Prosource Technologies, Inc | (\$30,127.07) | REV 12.31.23 AP 2.8.2024 | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT02240 | SRF Consulting Group | (\$23,058.60) | REV 12.31.23 AP 2.8.2024 | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT14230 | Prosource Technologies, Inc | \$30,127.07 | 12.31.23 AP- 2.8.2024 CK | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT14230 | SRF Consulting Group | \$23,058.60 | 12.31.23 AP- 2.8.2024 CK | V06201 | MCCJPA - MN ROE |
| Other Services / Engineering Services | | | | \$88,539.35 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--------------------------------------------|------------|--------------|--------------------------------|---------------------|---------------------------|----------------|---------------------|
| 790-7931-429.33-25 | 2/8/2024 | 333729 | Larkin Hoffinan Attorneys | \$4,566.00 | LARKIN HOFFMAN | V06201 | MCCJPA - MN ROE |
| | 2/8/2024 | 333729 | OHNSTAD TWICHELL PC | \$141,355.85 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| | 2/29/2024 | 334185 | Larkin Hoffinan Attorneys | \$6,625.40 | LARKIN HOFFMAN | V06201 | MCCJPA - MN ROE |
| | 2/29/2024 | 334185 | OHNSTAD TWICHELL PC | \$72,895.70 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT02240 | Larkin Hoffinan Attorneys | (\$4,566.00) | REV 12.31.23 AP 2.8.2024 | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT02240 | OHNSTAD TWICHELL PC | (\$141,355.85) | REV 12.31.23 AP 2.8.2024 | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT14230 | Larkin Hoffinan Attorneys | \$4,566.00 | 12.31.23 AP- 2.8.2024 CK | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT14230 | OHNSTAD TWICHELL PC | \$141,355.85 | 12.31.23 AP- 2.8.2024 CK | V06201 | MCCJPA - MN ROE |
| Other Services / Legal Services | | | | \$225,442.95 | | | |
| 790-7931-429.33-32 | 2/29/2024 | 334185 | Patchin Messner Valuation Coun | \$1,500.00 | PATCHIN MESSNER APPRAISAL | V06201 | MCCJPA - MN ROE |
| Other Services / Appraisal Services | | | | \$1,500.00 | | | |
| 790-7931-429.54-10 | 2/8/2024 | 333729 | BARNESVILLE RECORD-RE | \$48.00 | BARNESVILLE RECORD REVIEW | V06201 | MCCJPA - MN ROE |
| | 2/29/2024 | 334185 | BARNESVILLE RECORD-RE | \$36.00 | BARNESVILLE RECORD REVIEW | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT02240 | BARNESVILLE RECORD-RE | (\$48.00) | REV 12.31.23 AP 2.8.2024 | V06201 | MCCJPA - MN ROE |
| | 2/22/2024 | LT14230 | BARNESVILLE RECORD-RE | \$48.00 | 12.31.23 AP- 2.8.2024 CK | V06201 | MCCJPA - MN ROE |
| Advertising / Legal Publications | | | | \$84.00 | | | |
| 790-7931-429.62-51 | 2/8/2024 | 333729 | RED RIVER VALLEY COOPE | \$53.94 | RED RIVER VALLEY COOP | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | RED RIVER VALLEY COOPE | \$111.10 | RED RIVER VALLEY COOP | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT02240 | RED RIVER VALLEY COOPE | (\$53.94) | REV 12.31.23 AP 2.8.2024 | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT14230 | RED RIVER VALLEY COOPE | \$53.94 | 12.31.23 AP- 2.8.2024 CK | V02301 | MN LAND PURCHASES |
| Energy / Electricity | | | | \$165.04 | | | |
| 790-7931-429.71-30 | 2/8/2024 | 333729 | 1792 - ANDERSON 4 | \$221,165.36 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | 1879 - BLILIE 6 | \$210,070.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT02240 | 1792 - ANDERSON 4 | (\$221,165.36) | REV 12.31.23 AP 2.8.2024 | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT14230 | 1792 - ANDERSON 4 | \$221,165.36 | 12.31.23 AP- 2.8.2024 CK | V02301 | MN LAND PURCHASES |
| Land / Land Purchases | | | | \$431,235.36 | | | |

Summary Of Expenses
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| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|----------------------------------------------|------------|--------------|---------------------------|---------------------|---------------------------|----------------|--------------------------|
| 790-7931-429.71-31 | 2/8/2024 | 333729 | 1289N - MOORHEAD CLAY C | \$7,178.83 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/8/2024 | 333729 | 5187 - BEAUDIN/LEON & BET | \$15,113.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/8/2024 | 333729 | 5189 - BEAUDIN/LEON & BET | \$15,113.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | 1240 - BARTON, DUSTIN & J | \$21,739.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | 1314 - JACOBS/THOMAS & S | \$150,166.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | 7109 - DUSTIN & JAKE BART | \$21,739.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/29/2024 | 334185 | 9119 - BARTON, DUSTIN & J | \$21,739.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT02240 | 1289N - MOORHEAD CLAY C | (\$7,178.83) | REV 12.31.23 AP 2.8.2024 | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT02240 | 5187 - BEAUDIN/LEON & BET | (\$15,113.00) | REV 12.31.23 AP 2.8.2024 | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT02240 | 5189 - BEAUDIN/LEON & BET | (\$15,113.00) | REV 12.31.23 AP 2.8.2024 | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT14230 | 1289N - MOORHEAD CLAY C | \$7,178.83 | 12.31.23 AP- 2.8.2024 CK | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT14230 | 5187 - BEAUDIN/LEON & BET | \$15,113.00 | 12.31.23 AP- 2.8.2024 CK | V02301 | MN LAND PURCHASES |
| | 2/22/2024 | LT14230 | 5189 - BEAUDIN/LEON & BET | \$15,113.00 | 12.31.23 AP- 2.8.2024 CK | V02301 | MN LAND PURCHASES |
| Land / Easements | | | | \$252,787.83 | | | |
| 790-7940-429.33-06 | 2/8/2024 | 333711 | BRAUN INTERTEC CORP | \$495.50 | MATERIAL TESTIING | V00407 | TASK ORDER #5 |
| Other Services / Quality Testing | | | | \$495.50 | | | |
| 790-7941-429.33-05 | 2/15/2024 | 333892 | MOORE ENGINEERING INC | \$9,851.20 | REIMB MOORE ENGINEERING | V10102 | LAGOON |
| | 2/6/2024 | LT02240 | BUFFALO-RED RIVER WATE | (\$175.00) | REV 12.31.23 AP 2.1.24 CK | V10801 | GEORGETOWN-LEVEE CERTIFI |
| | 2/6/2024 | LT02240 | BUFFALO-RED RIVER WATE | (\$570.01) | REV 12.31.23 AP 2.1.24 CK | V10901 | WOLVERTON-FLOOD CONTROL |
| | 2/6/2024 | LT02240 | HOUSTON ENGINEERING IN | (\$42,459.25) | REV 12.31.23 AP 2.1.24 CK | V10801 | GEORGETOWN-LEVEE CERTIFI |
| | 2/6/2024 | LT02240 | HOUSTON ENGINEERING IN | (\$135,947.88) | REV 12.31.23 AP 2.1.24 CK | V10901 | WOLVERTON-FLOOD CONTROL |
| | 2/23/2024 | LT02240 | MOORE ENGINEERING INC | (\$9,851.20) | REV 12.31.23 AP 2.15.2024 | V10102 | LAGOON |
| | 2/5/2024 | LT14230 | BUFFALO-RED RIVER WATE | \$570.01 | 12.31.23 AP-02.01.24 CK | V10901 | WOLVERTON-FLOOD CONTROL |
| | 2/5/2024 | LT14230 | BUFFALO-RED RIVER WATE | \$175.00 | 12.31.23 AP-02.01.24 CK | V10801 | GEORGETOWN-LEVEE CERTIFI |
| | 2/5/2024 | LT14230 | HOUSTON ENGINEERING IN | \$42,459.25 | 12.31.23 AP-02.01.24 CK | V10801 | GEORGETOWN-LEVEE CERTIFI |
| | 2/5/2024 | LT14230 | HOUSTON ENGINEERING IN | \$135,947.88 | 12.31.23 AP-02.01.24 CK | V10901 | WOLVERTON-FLOOD CONTROL |
| | 2/23/2024 | LT14230 | MOORE ENGINEERING INC | \$9,851.20 | 12.31.23 AP-2.15.2024 CK | V10102 | LAGOON |
| Other Services / Engineering Services | | | | \$9,851.20 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|----------------------------------------------|------------|--------------|-------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7950-429.33-05 | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$1,188.25 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$4,120.75 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 2/12/2024 | ES14230 | City of Fargo | \$2,309.34 | City of Fargo | V05405 | LEVEE/FLOODWALL - BELMONT |
| | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$1,221.25 | HOUSTON ENGINEERING INC | V05411 | FLOOD MIT-OAK GROVE AREA |
| | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$36,415.12 | HOUSTON ENGINEERING INC | V05426 | RR EROSION-UNIV & 52ND AV |
| | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$1,036.40 | HOUSTON ENGINEERING INC | V05408 | FLOOD MIT-ROYAL OAKS AREA |
| | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$93.00 | HOUSTON ENGINEERING INC | V05401 | DEMOLITION/LEVEE-HARWOOD |
| | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$95,590.18 | HOUSTON ENGINEERING INC | V05409 | FLOOD MIT-WOODCREST DRIVE |
| | 2/12/2024 | ES14230 | KLJ ENGINEERING, LLC | \$66,743.40 | KLJ ENGINEERING, LLC | V05434 | FM24A-S UNIV WALL REP |
| | 2/12/2024 | ES14230 | MOORE ENGINEERING INC | \$613.00 | MOORE ENGINEERING INC | V05422 | FLOOD MIT - NORTH SIDE |
| Other Services / Engineering Services | | | | \$209,330.69 | | | |
| 790-7950-429.33-06 | 2/8/2024 | 333711 | BRAUN INTERTEC CORP | \$194.00 | MATERIALS TESTING | V00404 | TESTING - NUSTAR PIPELINE |
| | 2/15/2024 | 333881 | BRAUN INTERTEC CORP | \$68,616.75 | MATERIALS TESTING | V00406 | TASK ORDER #4 |
| | 2/23/2024 | LT02240 | BRAUN INTERTEC CORP | (\$68,616.75) | REV 12.31.23 AP 2.15.2024 | V00406 | TASK ORDER #4 |
| | 2/23/2024 | LT14230 | BRAUN INTERTEC CORP | \$68,616.75 | 12.31.23 AP-2.15.2024 CK | V00406 | TASK ORDER #4 |
| Other Services / Quality Testing | | | | \$68,810.75 | | | |
| 790-7950-429.38-99 | 2/22/2024 | 334104 | Pleasant Township | \$20,000.00 | PERMIT FEES | V06801 | PLEASANT TOWNSHIP MOU |
| | 2/12/2024 | ES14230 | BRAUN INTERTEC CORP | \$640.25 | BRAUN INTERTEC CORP | V05413 | FLOOD MIT-52ND AVE/UNV DR |
| Other Services / Other Services | | | | \$20,640.25 | | | |
| 790-7950-429.41-05 | 2/8/2024 | 333726 | Cass Rural Water | \$27.00 | ACCT #18789 | V05006 | DIVERSION INLET UTILITY |
| Utility Services / Water and Sewer | | | | \$27.00 | | | |
| 790-7950-429.73-20 | 2/6/2024 | LT02240 | BORDER STATES PAVING, I | (\$31,122.00) | REV 12.31.23 AP 2.1.24 CK | V12101 | AAB SITE FILL LOCAL |
| | 2/5/2024 | LT14230 | BORDER STATES PAVING, I | \$31,122.00 | 12.31.23 AP-02.01.24 CK | V12101 | AAB SITE FILL LOCAL |
| Infrastructure / Site Improvements | | | | \$0.00 | | | |
| 790-7950-429.73-52 | 2/12/2024 | ES14230 | Excavating Inc - Fargo | \$148,820.25 | EXCAVATING INC - FARGO | V05401 | DEMOLITION/LEVEE-HARWOOD |
| | 2/12/2024 | ES14230 | Excavating Inc - Fargo | \$749,201.35 | EXCAVATING INC - FARGO | V05426 | RR EROSION-UNIV & 52ND AV |
| | 2/12/2024 | ES14230 | INDUSTRIAL BUILDERS INC | \$125,392.10 | INDUSTRIAL BUILDERS INC | V05409 | FLOOD MIT-WOODCREST DRIVE |
| Infrastructure / Flood Control | | | | \$1,023,413.70 | | | |

Summary Of Expenses
EXP-2024-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|-----------------------------------------------|------------|--------------|---------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7950-429.73-70 | 2/15/2024 | 333886 | Cass County Electric Cooperativ | \$286,763.78 | LINE RELOCATION | V04709 | 3 PHASE LINE RELOCATION |
| Infrastructure / Utilities | | | | \$286,763.78 | | | |
| 790-7952-429.33-05 | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$506.00 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$5,639.26 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$6,145.26 | | | |
| 790-7959-429.33-05 | 2/12/2024 | ES14230 | HOUSTON ENGINEERING IN | \$55,688.43 | HOUSTON ENGINEERING INC | V05431 | STORM LIFT IMPR #47 & #48 |
| Other Services / Engineering Services | | | | \$55,688.43 | | | |
| 790-7959-429.73-52 | 2/12/2024 | ES14230 | INDUSTRIAL BUILDERS INC | \$64,122.30 | INDUSTRIAL BUILDERS INC | V05409 | FLOOD MIT-WOODCREST DRIVE |
| Infrastructure / Flood Control | | | | \$64,122.30 | | | |
| 790-7990-429.33-05 | 2/8/2024 | 333725 | MOORE ENGINEERING INC | \$3,802.50 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| | 2/8/2024 | 333769 | HOUSTON-MOORE GROUP L | \$73,779.44 | NOV 2023-DIVERSION PROJ | V01633 | DESIGN & CONST. SUPPORT |
| | 2/15/2024 | 333931 | HOUSTON-MOORE GROUP L | \$67,098.37 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 2/29/2024 | 334179 | MOORE ENGINEERING INC | \$387.50 | MOORE ENGINEERIING, INC | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT02240 | MOORE ENGINEERING INC | (\$3,802.50) | REV 12.31.23 AP 2.8.2024 | V01201 | Cass Joint Water ROE |
| | 2/22/2024 | LT14230 | MOORE ENGINEERING INC | \$3,802.50 | 12.31.23 AP- 2.8.2024 CK | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$145,067.81 | | | |
| 790-7990-429.33-25 | 3/5/2024 | 1091 | OHNSTAD TWICHELL PC | \$29,773.20 | Ohnstad Twichell PC | V00102 | General & Admin. WIK |
| | 3/1/2024 | LT02240 | OHNSTAD TWICHELL PC | (\$29,773.20) | REV 12.31.23 PCARD 2.14 | V00102 | General & Admin. WIK |
| | 3/1/2024 | LT14230 | OHNSTAD TWICHELL PC | \$29,773.20 | 12.31.23 AP-PCARD 2.14.24 | V00102 | General & Admin. WIK |
| Other Services / Legal Services | | | | \$29,773.20 | | | |
| 790-7990-429.33-47 | 2/6/2024 | LT02240 | Program Advisor Services, LLC | (\$33,843.00) | REV 12.31.23 AP 2.1.24 CK | V05801 | CONSULTING SERVICES |
| | 2/5/2024 | LT14230 | Program Advisor Services, LLC | \$33,843.00 | 12.31.23 AP-02.01.24 CK | V05801 | CONSULTING SERVICES |
| Other Services / Consulting Services | | | | \$0.00 | | | |
| 790-7990-429.34-55 | 2/8/2024 | 333747 | Ernst & Young | \$13,692.10 | DEC FINANCIAL ADVISORY | V03301 | PPP FINANCL ADVISORY SVCS |
| | 2/22/2024 | LT02240 | Ernst & Young | (\$13,692.10) | REV 12.31.23 AP 2.8.2024 | V03301 | PPP FINANCL ADVISORY SVCS |
| | 2/22/2024 | LT14230 | Ernst & Young | \$13,692.10 | 12.31.23 AP- 2.8.2024 CK | V03301 | PPP FINANCL ADVISORY SVCS |
| Technical Services / Financial Advisor | | | | \$13,692.10 | | | |

Data Through Date: Friday, February 23, 2024

Summary Of Expenses
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Thursday, March 14, 2024

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---------------------------------------------------|------------|--------------|--------------------------------|-----------------------|---------------------------|----------------|--------------------------|
| 790-7990-429.34-57 | 2/26/2024 | 5046 | BANK OF NORTH DAKOTA | \$18,293.70 | BND TRUSTEE FEE 2/24 | V08502 | MONTHLY TRUSTEE FEE |
| Technical Services / FMDA Trustee Fees BND | | | | \$18,293.70 | | | |
| 790-7998-555.90-81 | 2/26/2024 | ES02240 | Diversion Admin Budget Transfe | \$0.00 | ANNUAL ADMIN BDGT TRF-FEB | VADMIN | Diversion Administration |
| FMDA Admin. Budget Fund | | | | \$0.00 | | | |
| 790 Subtotal | | | | \$9,711,496.90 | | | |

| | | |
|-------------------------------------------|-----------------------|----------------------------------|
| Total Amount Invoiced this period: | \$9,962,019.34 | |
| | \$0.00 | Less Paid Retainage |
| | \$9,962,019.34 | Total Less Paid Retainage |

Data Through Date: Friday, February 23, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|-----------------------------------|------------------|-------------------------|-----------------------------------------------------------------|
| LAND PURCHASE | \$364,400,041.55 | \$364,400,041.55 | \$0.00 | Land Purchase |
| CH2M HILL ENGINEERS INC | \$153,426,324.12 | \$115,436,669.51 | \$37,989,654.61 | Project & Construction Management |
| HOUSTON-MOORE GROUP LLC | \$94,554,195.48 | \$71,848,434.48 | \$22,705,761.00 | Engineering Services |
| INDUSTRIAL BUILDERS INC | \$62,813,089.79 | \$62,813,089.79 | \$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 | \$22,305,393.10 | \$22,305,393.10 | \$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 | \$12,014,141.10 | \$2,365,034.90 | Lands Management and Public Outreach |
| WELLS FARGO | \$11,607,080.05 | \$11,607,080.05 | \$0.00 | Debt Service |
| DORSEY & WHITNEY LLP | \$11,448,007.98 | \$11,448,007.98 | \$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 | \$7,771,092.48 | \$7,765,453.73 | \$5,638.75 | Utility Relocation, Accounting Svcs, Interest on Deficit Funds |
| MOORE ENGINEERING INC | \$7,661,370.77 | \$6,194,812.72 | \$1,466,558.05 | Engineering Services |
| ASHURST LLP | \$6,352,853.01 | \$6,352,853.01 | \$0.00 | PPP Legal Counsel |
| SRF CONSULTING GROUP | \$6,331,729.08 | \$3,125,491.15 | \$3,206,237.93 | Engineering Services |
| CASS RURAL WATER | \$6,181,490.25 | \$6,181,490.25 | \$0.00 | Utilities and Utility Relocation |
| NUSTAR PIPELINE OPERATING PARTNERSHIP | \$5,884,100.74 | \$5,867,251.62 | \$16,849.12 | Utility Relocation |
| HOUSTON ENGINEERING INC | \$5,516,675.48 | \$5,516,675.48 | \$0.00 | Engineering Services |
| ERNST & YOUNG | \$5,377,000.00 | \$5,017,370.30 | \$359,629.70 | P3 Financial Advisory Services |
| BRAUN INTERTEC CORP | \$4,876,167.26 | \$1,906,350.57 | \$2,969,816.69 | Materials Testing |
| PROSOURCE TECHNOLOGIES, INC | \$4,429,291.71 | \$3,356,532.20 | \$1,072,759.51 | Land Acquisition Services |

Data Through Date: Friday, February 23, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|-----------------------------------|----------------|-------------------------|-------------------------------------------------------------|
| CASS COUNTY GOVERNMENT | \$4,224,567.96 | \$4,224,567.96 | \$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 |
| SCHMIDT AND SONS INC. | \$3,152,638.25 | \$2,701,222.83 | \$451,415.42 | Residential Demolition in Oxbow |
| 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 | \$2,851,230.00 | \$2,183,030.00 | \$668,200.00 | Flowage Easements Valuation and Appraisal Services |
| SELLIN BROS INC | \$2,814,909.59 | \$2,814,909.59 | \$0.00 | Riverwood Flood Risk Project - Construction |
| MINNESOTA DNR | \$2,636,755.60 | \$2,617,681.40 | \$19,074.20 | EIS Scoping and Permit Application |
| CASS COUNTY ELECTRIC COOPERATIVE | \$2,597,584.93 | \$2,089,730.71 | \$507,854.22 | 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 | \$1,881,862.59 | \$596,743.93 | 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 | \$2,051,139.37 | \$2,051,139.37 | \$0.00 | O/H/B Ring Levee, DPAC, Postage, Miscellaneous |
| EXCAVATING INC - FARGO | \$2,018,659.41 | \$2,018,659.41 | \$0.00 | Excavation and Utilities |
| ACONEX (NORTH AMERICA) INC | \$2,010,595.97 | \$1,547,273.06 | \$463,322.91 | Electronic Data Mgmt and Record Storage System |
| URS CORPORATION | \$1,805,670.90 | \$1,805,670.90 | \$0.00 | Cultural Resources Investigations |
| ULTEIG ENGINEERS INC | \$1,611,901.59 | \$1,487,683.09 | \$124,218.50 | 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 | \$1,020,319.37 | \$381,099.77 | Cultural Resources Investigations |

Data Through Date: Friday, February 23, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|-----------------------------------|----------------|-------------------------|------------------------------------------------------------|
| CASS COUNTY TREASURER | \$1,372,112.65 | \$1,372,112.65 | \$0.00 | Property Taxes |
| UNITED STATES GEOLOGICAL SURVEY | \$1,332,840.00 | \$478,677.50 | \$854,162.50 | 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 |
| CONSOLIDATED COMMUNICATIONS | \$1,081,127.97 | \$1,081,127.97 | \$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 |
| LARKIN HOFFMAN ATTORNEYS | \$866,123.26 | \$866,123.26 | \$0.00 | Legal Services |
| SBA COMMUNICATIONS | \$851,648.91 | \$851,648.91 | \$0.00 | Utility Relocation |
| SPRINT COMMUNICATIONS COMPANY L.P. | \$812,034.58 | \$812,034.58 | \$0.00 | Fiber Optic Relocation |
| COMPASS LAND CONSULTANTS, INC | \$804,820.00 | \$635,689.43 | \$169,130.57 | 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 | \$486,633.75 | \$154,828.75 | 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 | \$327,790.83 | \$308,167.17 | Communications Support |
| BANK OF NORTH DAKOTA | \$618,583.53 | \$618,583.53 | \$0.00 | Legal review fees |
| CLAY COUNTY AUDITOR | \$613,712.50 | \$613,712.50 | \$0.00 | Property Taxes - MN |
| NDSU BUSINESS OFFICE-BOX 6050 | \$606,145.00 | \$356,145.00 | \$250,000.00 | Ag Risk Study Services |

Data Through Date: Friday, February 23, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|------------------------------------------|-------------------|--------------------------------|-----------------------------------------------------|
| DUCKS UNLIMITED | \$587,180.00 | \$587,180.00 | \$0.00 | Wetland Mitigation Credits |
| AT&T | \$586,269.60 | \$586,269.60 | \$0.00 | Utility Relocation |
| LINCO, 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 | \$450,935.85 | \$450,935.85 | \$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 | \$314,858.75 | \$79,204.95 | 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 |
| WATTS AND ASSOCIATES, INC. | \$350,000.00 | \$330,373.18 | \$19,626.82 | Crop insurance product development services |
| MVM CONTRACTING | \$339,448.03 | \$339,448.03 | \$0.00 | Fiber Relocation |
| SWANSON HEALTH PRODUCTS, INC. | \$337,059.00 | \$337,059.00 | \$0.00 | FM1471 - Storm Lift Stations #55 and #56 - Drain 27 |
| INTEGRA REALTY RESOURCES | \$320,750.00 | \$260,725.00 | \$60,025.00 | Property Appraisal Services |
| DFI BRIDGE CORPORATION | \$316,211.21 | \$316,211.21 | \$0.00 | Bridge Construction - Oxbow Country Club |
| FEDERAL STEEL SUPPLY, INC. | \$307,378.00 | \$307,378.00 | \$0.00 | OHB - 42 inch steel pipe |
| DIRT DYNAMICS | \$301,332.37 | \$301,332.37 | \$0.00 | HD18A1 - Oakcreek, Copperfield & Univerisy - Demo |
| 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 |
| JR FERCHE INC. | \$277,004.58 | \$274,105.00 | \$2,899.58 | Water System Improvements |
| 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 | \$248,913.75 | \$0.00 | Advertising Services |

Data Through Date: Friday, February 23, 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 |
| PLEASANT TOWNSHIP | \$238,722.25 | \$238,722.25 | \$0.00 | Building Permit Application |
| NORTHERN IMPROVEMENT COMPANY | \$235,531.95 | \$235,531.95 | \$0.00 | CR-17 asphalt paving |
| MICHAEL H KLEIN | \$234,965.25 | \$87,546.10 | \$147,419.15 | 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 |
| GA GROUP, PC | \$204,229.32 | \$164,229.32 | \$40,000.00 | 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 |
| LANDVEST, INC. | \$167,000.00 | \$0.00 | \$167,000.00 | Appraisal 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 |

Data Through Date: Friday, February 23, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------|-----------------------------------|--------------|-------------------------|------------------------------------|
| EIDE BAILLY LLP | \$132,305.75 | \$105,083.25 | \$27,222.50 | Audit Services |
| MARCO TECHNOLOGIES | \$125,554.72 | \$70,442.35 | \$55,112.37 | 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 |
| KLJ ENGINEERING, LLC | \$110,180.85 | \$110,180.85 | \$0.00 | Lift Station Improvements |
| 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 |

147 Vendors

Report Totals:

\$1,124,198,900.30

\$1,043,198,813.48

\$81,000,086.82

Data Through Date: Friday, February 23, 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 | 711 | 504 | 206 | 100% | 1 | \$99,121,577 |
| ENV | 1 | 0 | 0 | 0% | 1 | \$0 |
| HC | 240 | 34 | 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 | 415 | 36 | 93% | 32 | \$83,931,530 |
| DRAIN 27 | 39 | 39 | 0 | 100% | 0 | \$20,565,082 |
| HC | 42 | 6 | 36 | 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 | 41 | 40 | 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 | 46 | 0 | 72% | 18 | \$3,368,482 |
| SE-5 | 20 | 13 | 0 | 65% | 7 | \$792,308 |
| SE-INLET | 9 | 9 | 0 | 100% | 0 | \$2,952,107 |
| SE-RRCS | 37 | 37 | 0 | 100% | 0 | \$6,932,634 |
| SE-WRCS | 10 | 10 | 0 | 100% | 0 | \$438,958 |
| UMA | 2 | 1 | 0 | 50% | 1 | \$414,204 |

METRO FLOOD DIVERSION AUTHORITY

Thursday, March 14, 2024

Data Through Date: Friday, February 23, 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 | 302 | 351 | 64% | 374 | \$85,135,097 |
| BIOGEO | 2 | 2 | 0 | 100% | 0 | \$4,500 |
| HC | 355 | 4 | 351 | 100% | 0 | \$1,283,123 |
| LEGACY | 3 | 3 | 0 | 100% | 0 | \$750 |
| UMA | 570 | 293 | 0 | 51% | 277 | \$83,846,723 |
| UMA-C | 56 | 0 | 0 | 0% | 56 | \$0 |
| UMA-W | 41 | 0 | 0 | 0% | 41 | \$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 | 3,153 | 1,700 | 893 | 82% | 560 | \$386,998,589 |

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of February 29, 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 | | 304,252,512.56 | - | 5,109,571.44 | (19,209,928.67) | 163,086,038.75 |

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of February 29, 2024**

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|-----------------|------------------------------------|-----------------|------------------------------|
| Land Purchases | | 169,848,424.67 | - | 2,563,701.41 | (9,353,087.33) | 163,086,038.75 |
| 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 | | | | |
| 5515 174th St SE. Christine, ND Section 12-136N-49W, Richland County, ND | 2/29/2024 | 962,175.56 | | | | |
| Part of SW1/4 29-137-48 Clay County MN | 2/8/2024 | 221,165.40 | | | | |
| Part of the SW 1/4 SE1/4 34-137-48 Clay County MN | 2/29/2024 | 210,070.00 | | | | |
| | | <u>369,019,286.67</u> | - | 39,880,699.23 | (19,587,636.54) | 389,312,349.36 |
| | | | | Property Management Expense | | 5,998,254.11 |
| | | | | Grand Total | \$ | <u>395,310,603.47</u> |

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of February 29, 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 02/29/2024**

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 200,373,571.55

| 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 | \$ 23,248,333.49 | | \$ 33,956,157.63 |
| November | \$ 6,415,461.09 | \$ 11,768,061.46 | \$ 8,921,783.21 | | \$ 27,105,305.76 |
| December | \$ 6,854,966.95 | \$ 17,496,559.97 | \$ 11,695,525.26 | | \$ 36,047,052.18 |
| Total | \$ 27,390,437.51 | \$ 78,601,722.88 | \$ 129,134,268.06 | \$ - | \$ 235,126,428.45 |

| 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 |
| Feb 2024 | | | | \$ 43,865,641.96 | \$ 43,865,641.96 |
| | | | | | \$ - |
| | | | | | \$ - |
| Total | \$ 27,390,437.51 | \$ 49,337,101.45 | \$ 114,533,247.53 | \$ 43,865,641.96 | \$ 235,126,428.45 |

State Revolving Fund (SRF) Status Report
As of 02/29/2024

| | | |
|------------------------------------|-----------|----------------------|
| Total Authorized | \$ | 51,634,000.00 |
| Funds Received to Date | \$ | 12,320,801.21 |
| Available Balance Remaining | \$ | 39,313,198.79 |

| 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 | 11-July through 28-Sept. 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 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 22-Feb-24 |
| Total | | \$ 12,320,801.21 | |

Finance Committee Bills from March 2024

| Vendor | Description | | |
|---------------------------------------------|---------------------------------------------------------|----|---------------------|
| Clay County | Diversion bills – Request #39 MCCJPA | \$ | 2,004,211.72 |
| Cass County Joint Water Resource District | Diversion bills – Request #118 CCJWRD | \$ | 695,228.28 |
| City of Fargo | Reimburse complementary in-town flood projects | \$ | 183,448.66 |
| Ohnstad Twichell, P.C. | Legal services rendered through February 21, 2024 | \$ | 179,789.81 |
| City of Fargo | 2023 lift station operation/maintenance costs | \$ | 88,140.27 |
| City of Horace | Reimburse water improvement projects | \$ | 76,318.00 |
| Rush River Water Resource District | Reimburse engineering services related to MOU | \$ | 10,743.75 |
| Cass County | Reimburse misc expenses from Diversion Authority office | \$ | 10,700.39 |
| Southeast Cass Water Resource District | Reimburse engineering services related to MOU | \$ | 7,070.00 |
| Maple River Water Resource District | Reimburse engineering services related to MOU | \$ | 7,045.49 |
| Total Bills Received through March 19, 2024 | | \$ | <u>3,262,696.37</u> |



COUNTY AUDITOR

LORI J. JOHNSON

Office Telephone (218) 299-5006

March 06, 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 | \$2,004,211.72 |
|-----------------------|----------------|

We respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson

Clay County Auditor

Enclosures

Clay County Government Center

3510 12th Ave S

PO Box 280

Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

| | Invoice | | Invoice | | Date | | | Reimb |
|----------------------------------|---------|-----------------------------------|--------------|--------------------|----------|-----------|---------|----------|
| Vendor | Date | | Amount | Invoice # | Approved | Date Paid | Check # | Request |
| Ohnstad Twichell | 2/8/24 | Upstream mitigation | \$25,831.54 | 194007 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| Ohnstad Twichell | 2/8/24 | Southern embankment | \$11,624.50 | 194008 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| Ohnstad Twichell | 2/8/24 | relocation appeal kragerud | \$30.60 | 194009 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| Ohnstad Twichell | 2/8/24 | eminent domain clay | \$8,589.36 | 194010 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| Ohnstad Twichell | 2/8/24 | eminent domain wilkin | \$16,448.22 | 194011 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| Ohnstad Twichell | 2/8/24 | general 2024 | \$2,094.60 | 194012 | 2/13/24 | 2/21/24 | 564168 | 3/6/2024 |
| SRF Consulting Group | 1/31/24 | prof svcs thru 1/31/24 | \$18,792.01 | 13820.00-40 | 2/22/24 | 2/28/24 | 564303 | 3/6/2024 |
| The Title Co | 2/8/24 | closing oin 255, 1850 paulson | \$755,842.25 | OIN 255 1850 | 2/8/24 | 2/8/24 | TBD | 3/6/2024 |
| The Title Co | 2/22/24 | closing oin 1783 blessingsbe | \$391,183.71 | OIN 1783 | 2/22/24 | 2/22/24 | TBD | 3/6/2024 |
| The Title Co | 2/15/24 | closing oin 247 josal | \$225,877.76 | OIN 247 | 2/15/24 | 2/15/24 | TBD | 3/6/2024 |
| The Title Co | 2/1/24 | closing oin 1240, 7109, 9119 | \$65,217.00 | OIN 1240 7109 9119 | 2/1/24 | 2/1/24 | TBD | 3/6/2024 |
| The Title Co | 2/7/24 | closing oin 1314 jacobs | \$150,166.00 | OIN 1314 | 2/7/24 | 2/7/24 | TBD | 3/6/2024 |
| The Title Co | 2/1/24 | closing oin 1879 blilie | \$210,070.00 | OIN 1879 | 2/1/24 | 2/1/24 | TBD | 3/6/2024 |
| Morgan Buth & David Dobis | 2/22/24 | OIN 1665 Mtg & closing cost reimb | \$88,497.88 | OIN 1665 | 2/27/24 | 3/6/24 | 118059 | 3/6/2024 |
| Larry & A.J. Dahlstrom | 1/18/24 | temporary construction easement | \$5,175.00 | OIN 251X | 2/27/24 | 3/6/24 | 118043 | 3/6/2024 |
| Clay County Mail Room Petty Cash | 2/22/24 | Postage on certified mail | \$7.23 | 2/22/2024 | 3/4/24 | 3/6/24 | 118038 | 3/6/2024 |
| Larkin Hoffman | 2/6/24 | Prof svcs thru 1/31/24 | \$1,339.25 | 833857 | 2/22/24 | 3/6/24 | 118052 | 3/6/2024 |
| ProSource Technologies | 1/31/24 | Prof svcs thru 2/3/24 | \$27,388.81 | 2967 | 3/1/24 | 3/6/24 | 564369 | 3/6/2024 |
| The Hawley Herald | | jpa mtg 1/15/24 | \$36.00 | 5314 | 2/20/24 | 2/28/24 | 564311 | 3/6/2024 |

\$2,004,211.72



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

March 18, 2024

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

Rodger Olson
Chairman
Leonard, North
Dakota

Greetings:

Ken Lougheed
Manager
Gardner, North Dakota

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

Keith Weston
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$695,228.28 regarding the above referenced projects. The breakdown is as follows:

Jacob Gust
Manager
Fargo, North Dakota

| | |
|--------------------------------|--------------|
| Metro Flood Diversion | \$677,761.00 |
| Oxbow-Hickson-Bakke Ring Levee | \$17,467.28 |

Rick Steen
Manager
Fargo, North Dakota

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

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

Leilei Bao

Leilei Bao
Accountant

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
casscountynд.gov

Enclosures



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

March 8, 2024

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request #31 for reimbursement invoices paid totaling \$183,448.66. These costs are for work on complementary in-town flood protection projects for costs paid in February 2024, but relate to 2023.

Project Narrative, this request:

| Project Number | Project Description | Amount |
|---------------------------------|-------------------------------------------------|---------------------|
| FM1471 | Drain 27 Lift Station #56 Flood Risk Management | 7,397.75 |
| FM15J | Belmont Flood Risk Management Project | 2,725.51 |
| FM19C | Woodcrest Drive Area - Flood Risk Management | 43,967.77 |
| NR19B | Storm Lift Rehab - #24 | 4,500.00 |
| NR23A | Storm Lift Rehab - #27 & 38 | 51,450.13 |
| NR24B | Storm Lift Rehab - #11 & 57 | 73,407.50 |
| Total Expense for Period | | \$183,448.66 |

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 14, 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 |
|----------------------------|---------------------------|----------------|---------------------------|-----------------------|----------------|-------------------|--------------|-------------------------|----------------------------|---------------------------|--------------------|
| FM1471 | FLOOD MIT-Dr 27 42st-I29 | 46035305103305 | DRAIN 27 | 7,397.75 | 333613 | 69091 | 02/01/2024 | HOUSTON ENGINEERING INC | 2 | 2024 | 1 |
| 460-3530-510.33-05 - Total | | | | 7,397.75 | | | | | | | |
| FM1471 - Total | | | | 7,397.75 | | | | | | | |
| FM15J5 | FLOOD MIT-Belmt Prk/intk | 46035305103305 | FEMA LOCAL SHARE | 750.75 | ES14230007 | ES14230007 | 02/05/2024 | City of Fargo | 14 | 2023 | 5 |
| 460-3530-510.33-05 - Total | | | | 750.75 | | | | | | | |
| FM15J5 | FLOOD MIT-Belmt Prk/intk | 46035305107410 | FEMA LOCAL SHARE | 1,974.76 | ES14230007 | ES14230007 | 02/05/2024 | City of Fargo | 14 | 2023 | 5 |
| 460-3530-510.74-10 - Total | | | | 1,974.76 | | | | | | | |
| FM15J5 - Total | | | | 2,725.51 | | | | | | | |
| FM19C1 | FLOOD MIT-Woodcrest Dr N | 46000002062000 | Retainage and Retainage R | 42,222.57 | 334211 | FM19C1 #14 012 | 02/29/2024 | INDUSTRIAL BUILDERS INC | 14 | 2023 | 3 |
| 460-0000-206.20-00 - Total | | | | 42,222.57 | | | | | | | |
| FM19C1 | FLOOD MIT-Woodcrest Dr N | 46035305107369 | Phase 1 Flood Mitigation | 1,745.20 | 334211 | FM19C1 #14 008 | 02/29/2024 | INDUSTRIAL BUILDERS INC | 14 | 2023 | 3 |
| 460-3530-510.73-69 - Total | | | | 1,745.20 | | | | | | | |
| FM19C1 - Total | | | | 43,967.77 | | | | | | | |
| NR19B1 | STORM LIFT RHAB #24 | 46035305107358 | PKG PAY APP #43-DA SHARE | 4,500.00 | CC14230005 | CC14230005 | 02/12/2024 | City of Fargo | 14 | 2023 | 4 |
| 460-3530-510.73-58 - Total | | | | 4,500.00 | | | | | | | |
| NR19B1 - Total | | | | 4,500.00 | | | | | | | |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 46000002062000 | Retainage and Retainage R | -5,716.68 | 333755 | NR23A3 #1 010 | 02/08/2024 | FUSION AUTOMATION INC. | 14 | 2023 | 2 |
| 460-0000-206.20-00 - Total | | | | -5,716.68 | | | | | | | |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 46035305107358 | Lift Station #47 Electric | 42,539.33 | 333755 | NR23A3 #1 007 | 02/08/2024 | FUSION AUTOMATION INC. | 14 | 2023 | 2 |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 46035305107358 | Lift Station #48 Electric | 14,485.03 | 333755 | NR23A3 #1 008 | 02/08/2024 | FUSION AUTOMATION INC. | 14 | 2023 | 2 |
| 460-3530-510.73-58 - Total | | | | 57,024.36 | | | | | | | |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 46035305107360 | Electrical | 142.45 | 333755 | NR23A3 #1 006 | 02/08/2024 | FUSION AUTOMATION INC. | 14 | 2023 | 2 |
| 460-3530-510.73-60 - Total | | | | 142.45 | | | | | | | |
| NR23A3 - Total | | | | 51,450.13 | | | | | | | |
| NR24B0 | STRM LFT RHAB-#11 & 57 | 46035305103305 | STORM LS#119 | 73,407.50 | 333613 | 69087 | 02/01/2024 | HOUSTON ENGINEERING | 14 | 2023 | 1 |
| 460-3530-510.33-05 - Total | | | | 73,407.50 | | | | | | | |
| NR24B0 - Total | | | | 73,407.50 | | | | | | | |
| Overall - Total | | | | 183,448.66 | | | | | | | |

Mar 6, 2024

OHNSTAD TWICHELL, P.C.
Attorneys at Law

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

15-1395 JTS Invoice # 194690

Flood Diversion Board
 Bond Counsel Work - PPP

Date: March 11, 2024

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

| PROFESSIONAL SERVICES RENDERED | | | |
|--------------------------------|--------------|----------|---------------------|
| | Hours | Rate | Totals |
| JTS | 175.5 | \$398.00 | \$69,849.00 |
| CMM | 14.0 | \$398.00 | \$5,572.00 |
| LDA | 5.3 | \$398.00 | \$2,109.40 |
| KJS | 130.2 | \$398.00 | \$51,819.60 |
| TJL | 0.8 | \$398.00 | \$318.40 |
| JRS | 0.2 | \$350.00 | \$70.00 |
| KJM | 41.6 | \$345.00 | \$14,352.00 |
| DCP | 42.4 | \$398.00 | \$16,875.20 |
| TJF | 4.4 | \$265.00 | \$1,166.00 |
| AJR | 20.9 | \$235.00 | \$4,911.50 |
| MRH | 4.8 | \$225.00 | \$1,080.00 |
| LAH | 6.6 | \$225.00 | \$1,485.00 |
| CEB | 15.4 | \$150.00 | \$2,310.00 |
| LDS | 23.7 | \$225.00 | \$5,332.50 |
| Total Fees: | 462.1 | | \$177,250.60 |
| Westlaw | | | \$232.10 |
| Travel/Mileage | | | \$854.17 |
| Meals | | | \$217.94 |
| Copy Fee | | | \$1,165.00 |
| Recording Fees | | | \$70.00 |
| Total Expenses: | | | \$2,539.21 |
| Grand Total | | | \$179,789.81 |

| | Rates |
|-----------------------------------------------------|----------|
| JTS John T. Shockley, Partner, Supervising Attorney | \$398.00 |
| CMM Christopher M. McShane, Partner | \$398.00 |
| ADC Andrew D. Cook, Partner | \$398.00 |
| SNW Sarah M. Wear, Partner | \$398.00 |
| LDA Lukas D. Andrud, Partner | \$398.00 |
| RGH Robert G. Hoy, Partner | \$398.00 |
| KJS Katie J. Schmidt, Partner | \$398.00 |
| MWM Marshall W. McCullough, Partner | \$398.00 |
| TJL Tyler J. Leverington, Partner | \$398.00 |
| LWC Lukas W. Croaker, Partner | \$398.00 |
| BTB Brent T. Boeddeker, Partner | \$398.00 |
| DCP David C. Piper, Partner | \$398.00 |
| JRS J.R. Strom, Associate | \$350.00 |
| KJM Kathryn J. McNamara, Associate | \$345.00 |
| LRC Leah R. Carlson, Associate | \$360.00 |
| JAM Jenna A. McPherson, Associate | \$310.00 |
| SJH Stephen J. Hilfer, Associate | \$325.00 |
| TJF Tiffany J. Findlay, Associate | \$265.00 |
| KKW Katherine K. Wong, Associate | \$290.00 |
| MAN Morgan A. Nyquist, Associate | \$280.00 |
| CAS Carol A. Stillwell, Paralegal | \$235.00 |
| AJR Andrea J. Roman, Paralegal | \$235.00 |
| CRR Christie R. Rust, Paralegal | \$225.00 |
| TWS Tim W. Steuber, Paralegal | \$225.00 |
| MRH Meghan R. Hockert, Paralegal | \$225.00 |
| ATW Amy T. White, Paralegal | \$205.00 |
| CEB Claire E. Bruland, Paralegal | \$150.00 |
| LDS Lynne D. Spaeth, Paralegal | \$225.00 |
| DLR Dena L. Ranum, Legal Administrative Assistant | \$180.00 |

PROFESSIONAL SERVICES RENDERED

| 15-1395 JTS Invoice # 194690 Flood Diversion Board | | Bond Counsel Work - P3 |
|----------------------------------------------------|-----------------------------------------------------------|------------------------|
| FILE NUMBER | MATTER DESCRIPTION | INVOICE - TOTAL FEES |
| 151395-1 | General Topics | \$15,013.10 |
| 151395-4 | Public Finance Issues | \$698.20 |
| 151395-5 | Consultant Contract Review/Development | \$1,383.90 |
| 151395-7 | Coordination with Member Entities | \$398.00 |
| 151395-8 | MNDNR Permit Issues | \$238.80 |
| 151395-9 | Environmental Permitting Issues/NEPA | \$437.80 |
| 151395-12 | USACE Interface/Questions | \$29,991.60 |
| 151395-13 | Third Party Utility MOU's | \$23,713.50 |
| 151395-17 | EPA WIFIA Loan | \$238.80 |
| 151395-21 | CCJWRD Temporary Refunding Imp Bond | \$345.00 |
| 151395-23 | PRAM | \$86.80 |
| 151395-24 | P3 Implementation | \$66,803.90 |
| | P3 Contract Administration (\$46,457.23 to be paid by DA) | |
| 151395-26 | Appraisal Review | \$1,154.20 |
| 151395-27 | UMA/Utility Review | \$19,195.40 |
| 151395-28 | CCJWRD Temporary RIB 2024A | \$17,331.00 |
| 151395-29 | Deed Restrictions | \$220.60 |
| TOTAL | | \$177,250.60 |



FINANCE OFFICE

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

February 26, 2024

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$88,140.27. These costs are for the 2023 operation and maintenance of various project elements detailed below:

| Project Element | Address | Amount |
|------------------------------------|------------------------|---------------------|
| Lift Station #18 | 304 4th St S | \$ 38,976.49 |
| Lift Station #18 Generator | 304 4th St S | 1,282.40 |
| Lift Station #23 | 200 2nd St N | 16,868.72 |
| Lift Station #23 Generator | 225 4th St N | 230.65 |
| Lift Station #1 | 1 2nd St S | 4,398.89 |
| Lift Station #26 | 97 Woodland Dr | 2,663.27 |
| Lift Station #29 | 875 Oak St N | 4,577.48 |
| Lift Station #75 | 200 15th Ave N | 1,334.70 |
| Oxbow Lift Station | 5070 County Road 81 | 16,262.55 |
| | 802 26th Ave S Unit LS | 1,545.12 |
| Total Reimbursement Request | | \$ 88,140.27 |

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

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

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

Sincerely,

Susan Thompson
Director of Finance, City of Fargo

2023 Maintenance Costs
City of Fargo Storm Lift Stations #1, #18, #23, #26, #29 & #75
COF Expense to be Reimbursed by DA

Electrical Expense:

| <u>Location</u> | <u>Account Number</u> | <u>Statement Date</u> | <u>Service Dates</u> | <u>COF Check Number</u> | <u>COF Paid Date</u> | <u>Amount</u> |
|-----------------|-----------------------|-----------------------|-------------------------|-------------------------|----------------------|------------------|
| 200 2nd St N | 51-4341057-3 | 2/6/2023 | 1/2/2023 - 2/1/2023 | 325804 | 2/22/2023 | 1,184.61 |
| 200 2nd St N | 51-4341057-3 | 3/13/2023 | 2/1/2023 - 3/5/2023 | 326454 | 3/20/2023 | 1,235.58 |
| 200 2nd St N | 51-4341057-3 | 4/13/2023 | 3/5/2023 - 4/3/2023 | 327061 | 4/20/2023 | 1,022.28 |
| 200 2nd St N | 51-4341057-3 | 6/1/2023 | 4/3/2023 - 5/2/2023 | 328220 | 6/8/2023 | 773.25 |
| 200 2nd St N | 51-4341057-3 | 7/17/2023 | 5/2/2023 - 7/2/2023 | 329203 | 7/20/2023 | 866.21 |
| 200 2nd St N | 51-4341057-3 | 8/28/2023 | 7/2/2023 - 8/1/2023 | 330190 | 8/31/2023 | 343.34 |
| 200 2nd St N | 51-4341057-3 | 10/6/2023 | 8/1/2023 - 8/30/2023 | 331203 | 10/12/2023 | 363.35 |
| 200 2nd St N | 51-4341057-3 | 10/31/2023 | 8/30/2023 - 10/1/2023 | 331680 | 11/2/2023 | 300.57 |
| 200 2nd St N | 51-4341057-3 | 12/4/2023 | 10/1/2023 - 10/30/2023 | 332457 | 12/7/2023 | 335.44 |
| 200 2nd St N | 51-4341057-3 | 1/2/2024 | 10/30/2023 - 11/30/2023 | 333257 | 1/11/2024 | 663.46 |
| | | | | | | 7,088.09 |
| 304 4th St S | 51-4341057-3 | 2/6/2023 | 12/14/2022 - 1/18/2023 | 325804 | 2/22/2023 | 2,696.74 |
| 304 4th St S | 51-4341057-3 | 3/13/2023 | 1/18/2023 - 2/16/2023 | 326454 | 3/20/2023 | 2,505.90 |
| 304 4th St S | 51-4341057-3 | 4/13/2023 | 2/16/2023 - 3/20/2023 | 327061 | 4/20/2023 | 2,537.11 |
| 304 4th St S | 51-4341057-3 | 4/28/2023 | 3/20/2023 - 4/18/2023 | 327381 | 5/4/2023 | 2,389.77 |
| 304 4th St S | 51-4341057-3 | 6/1/2023 | 4/18/2023 - 5/17/2023 | 328220 | 6/8/2023 | 1,537.22 |
| 304 4th St S | 51-4341057-3 | 7/17/2023 | 5/17/2023 - 6/18/2023 | 329203 | 7/20/2023 | 975.09 |
| 304 4th St S | 51-4341057-3 | 8/28/2023 | 6/18/2023 - 8/16/2023 | 330190 | 8/31/2023 | 1,961.57 |
| 304 4th St S | 51-4341057-3 | 10/6/2023 | 8/16/2023 - 9/17/2023 | 331203 | 10/12/2023 | 876.69 |
| 304 4th St S | 51-4341057-3 | 10/31/2023 | 9/17/2023 - 10/16/202 | 331680 | 11/2/2023 | 1,273.55 |
| 304 4th St S | 51-4341057-3 | 12/4/2023 | 10/16/2023 - 11/14/2023 | 332457 | 12/7/2023 | 1,673.34 |
| 304 4th St S | 51-4341057-3 | 1/2/2024 | 11/14/2023 - 12/17/2023 | 333257 | 1/11/2024 | 2,206.95 |
| | | | | | | 20,633.93 |
| 1 2nd St S | 51-4341057-3 | 2/6/2023 | 12/14/2022 - 1/18/2023 | 325804 | 2/22/2023 | 248.12 |
| 1 2nd St S | 51-4341057-3 | 3/13/2023 | 1/18/2023 - 2/16/2023 | 326454 | 3/20/2023 | 228.32 |
| 1 2nd St S | 51-4341057-3 | 4/13/2023 | 2/16/2023 - 3/20/2023 | 327061 | 4/20/2023 | 232.63 |
| 1 2nd St S | 51-4341057-3 | 4/28/2023 | 3/20/2023 - 4/18/2023 | 327381 | 5/4/2023 | 208.46 |
| 1 2nd St S | 51-4341057-3 | 6/1/2023 | 4/15/2023 - 5/17/2023 | 328220 | 6/8/2023 | 203.57 |
| 1 2nd St S | 51-4341057-3 | 7/17/2023 | 5/17/2023 - 6/18/2023 | 329203 | 7/20/2023 | 172.41 |
| 1 2nd St S | 51-4341057-3 | 8/28/2023 | 6/18/2023 - 8/16/2023 | 330190 | 8/31/2023 | 366.33 |
| 1 2nd St S | 51-4341057-3 | 10/6/2023 | 8/16/2023 - 9/17/2023 | 331203 | 10/12/2023 | 185.39 |
| 1 2nd St S | 51-4341057-3 | 10/31/2023 | 9/17/2023 - 10/16/2023 | 331680 | 11/2/2023 | 167.04 |
| 1 2nd St S | 51-4341057-3 | 12/4/2023 | 10/16/2023 - 11/14/2023 | 332457 | 12/7/2023 | 190.37 |
| 1 2nd St S | 51-4341057-3 | 1/2/2024 | 11/14/2023 - 12/17/2023 | 333257 | 1/11/2024 | 221.46 |
| | | | | | | 2,424.10 |
| 97 Woodland Dr | 51-4341057-3 | 2/6/2023 | 12/4/2022 - 1/5/2023 | 325804 | 2/22/2023 | 103.06 |
| 97 Woodland Dr | 51-4341057-3 | 3/13/2023 | 1/5/2023 - 3/8/2023 | 326454 | 3/20/2023 | 169.12 |
| 97 Woodland Dr | 51-4341057-3 | 4/13/2023 | 3/8/2023 - 4/6/2023 | 327061 | 4/20/2023 | 83.22 |
| 97 Woodland Dr | 51-4341057-3 | 6/1/2023 | 4/6/2023 - 5/7/2023 | 328220 | 6/8/2023 | 303.12 |
| 97 Woodland Dr | 51-4341057-3 | 7/17/2023 | 5/7/2023 - 7/6/2023 | 329203 | 7/20/2023 | 247.62 |
| 97 Woodland Dr | 51-4341057-3 | 8/28/2023 | 7/6/2023 - 8/6/2023 | 330190 | 8/31/2023 | 74.29 |
| 97 Woodland Dr | 51-4341057-3 | 10/6/2023 | 8/6/2023 - 9/5/2023 | 331203 | 10/12/2023 | 69.22 |
| 97 Woodland Dr | 51-4341057-3 | 10/31/2023 | 9/5/2023 - 10/4/2023 | 331680 | 11/2/2023 | 67.76 |
| 97 Woodland Dr | 51-4341057-3 | 12/4/2023 | 10/4/2023 - 11/2/2023 | 332457 | 12/7/2023 | 66.74 |
| 97 Woodland Dr | 51-4341057-3 | 1/2/2024 | 11/2/2023 - 12/5/2023 | 333257 | 1/11/2024 | 84.20 |
| | | | | | | 1,268.35 |
| 875 Oak St N | 51-4341057-3 | 2/6/2023 | 1/1/2023 - 1/31/2023 | 325804 | 2/22/2023 | 289.76 |
| 875 Oak St N | 51-4341057-3 | 3/13/2023 | 1/31/2023 - 3/2/2023 | 326454 | 3/20/2023 | 268.58 |
| 875 Oak St N | 51-4341057-3 | 4/13/2023 | 3/2/2023 - 4/2/2023 | 327061 | 4/20/2023 | 252.99 |
| 875 Oak St N | 51-4341057-3 | 6/1/2023 | 4/2/2023 - 5/1/2023 | 328220 | 6/8/2023 | 405.76 |
| 875 Oak St N | 51-4341057-3 | 6/29/2023 | 5/1/2023 - 5/31/2023 | 328840 | 7/6/2023 | 333.14 |
| 875 Oak St N | 51-4341057-3 | 7/17/2023 | 5/31/2023 - 6/29/2023 | 329203 | 7/20/2023 | 159.30 |
| 875 Oak St N | 51-4341057-3 | 8/28/2023 | 6/29/2023 - 7/31/2023 | 330190 | 8/31/2023 | 163.88 |
| 875 Oak St N | 51-4341057-3 | 10/6/2023 | 7/31/2023 - 8/29/2023 | 331203 | 10/12/2023 | 181.51 |
| 875 Oak St N | 51-4341057-3 | 10/31/2023 | 8/29/2023 - 10/29/2023 | 331680 | 11/2/2023 | 386.14 |
| 875 Oak St N | 51-4341057-3 | 12/4/2023 | 10/29/2023 - 11/29/2023 | 332457 | 12/7/2023 | 231.70 |
| 875 Oak St N | 51-4341057-3 | 1/2/2024 | 11/29/2023 - 1/1/2024 | 333257 | 1/11/2024 | 260.96 |
| | | | | | | 2,933.72 |
| 200 15th Ave N | 51-4341057-3 | 2/6/2023 | 12/1/2022 - 1/3/2023 | 325804 | 2/22/2023 | 69.63 |
| 200 15th Ave N | 51-4341057-3 | 3/13/2023 | 1/3/2023 - 3/7/2023 | 326454 | 3/20/2023 | 135.30 |
| 200 15th Ave N | 51-4341057-3 | 4/13/2023 | 3/7/2023 - 4/5/2023 | 327061 | 4/20/2023 | 65.19 |
| 200 15th Ave N | 51-4341057-3 | 6/1/2023 | 4/5/2023 - 5/4/2023 | 328220 | 6/8/2023 | 120.08 |
| 200 15th Ave N | 51-4341057-3 | 7/17/2023 | 5/4/2023 - 7/5/2023 | 329203 | 7/20/2023 | 263.86 |
| 200 15th Ave N | 51-4341057-3 | 8/28/2023 | 7/5/2023 - 8/3/2023 | 330190 | 8/31/2023 | 46.91 |
| 200 15th Ave N | 51-4341057-3 | 10/6/2023 | 8/3/2023 - 8/31/2023 | 331203 | 10/12/2023 | 47.03 |
| 200 15th Ave N | 51-4341057-3 | 10/31/2023 | 8/31/2023 - 10/3/2023 | 331680 | 11/2/2023 | 48.70 |
| 200 15th Ave N | 51-4341057-3 | 12/4/2023 | 10/3/2023 - 11/1/2023 | 332457 | 12/7/2023 | 63.75 |
| 200 15th Ave N | 51-4341057-3 | 1/2/2024 | 11/1/2023 - 12/4/2023 | 333257 | 1/11/2024 | 68.07 |
| | | | | | | 928.52 |

Electrical Expense:

| Location | Account Number | Statement Date | Service Dates | COF Check Number | COF Paid Date | Amount |
|-------------------------------|-------------------------------|----------------|-------------------------|------------------|---------------|------------------|
| 802 26th Ave S Unit | 51-4341057-3 | 4/13/2023 | 3/2/2023 - 3/15/2023 | 327061 | 4/20/2023 | 47.67 |
| 802 26th Ave S Unit | 51-4341057-3 | 4/28/2023 | 3/15/2023 - 4/13/2023 | 327381 | 5/4/2023 | 80.33 |
| 802 26th Ave S Unit | 51-4341057-3 | 6/1/2023 | 4/13/2023 - 5/14/2023 | 328220 | 6/8/2023 | 340.06 |
| 802 26th Ave S Unit | 51-4341057-3 | 7/17/2023 | 5/14/2023 - 7/13/2023 | 329203 | 7/20/2023 | 182.87 |
| 802 26th Ave S Unit | 51-4341057-3 | 8/28/2023 | 7/13/2023 - 8/13/2023 | 330190 | 8/31/2023 | 97.70 |
| 802 26th Ave S Unit | 51-4341057-3 | 10/6/2023 | 8/13/2023 - 9/12/2023 | 331203 | 10/12/2023 | 115.55 |
| 802 26th Ave S Unit | 51-4341057-3 | 10/31/2023 | 9/12/2023 - 10/11/2023 | 331680 | 11/2/2023 | 314.96 |
| 802 26th Ave S Unit | 51-4341057-3 | 12/4/2023 | 10/11/2023 - 11/9/2023 | 332457 | 12/7/2023 | 244.08 |
| 802 26th Ave S Unit | 51-4341057-3 | 1/2/2024 | 11/9/2023 - 12/12/2023 | 333257 | 1/11/2024 | 121.90 |
| | | | | | | 1,545.12 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 2/10/2023 | 12/31/2022 - 1/31/2023 | 325562 | 2/16/2023 | 1,279.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 3/10/2023 | 1/31/2023 - 2/28/2023 | 326160 | 3/16/2023 | 1,180.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 4/10/2023 | 2/28/2023 - 3/31/2023 | 326768 | 4/13/2023 | 1,178.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 5/10/2023 | 3/31/2023 - 4/30/2023 | 327620 | 5/18/2023 | 1,242.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 6/9/2023 | 4/30/2023 - 5/31/2023 | 328243 | 6/15/2023 | 879.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 7/10/2023 | 5/31/2023 - 6/30/2023 | 328865 | 7/13/2023 | 575.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 8/10/2023 | 6/30/2023 - 7/31/2023 | 329723 | 8/17/2023 | 575.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 9/10/2023 | 7/31/2023 - 8/31/2023 | 330370 | 9/14/2023 | 575.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 10/10/2023 | 8/31/2023 - 9/30/2023 | 331066 | 10/12/2023 | 575.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 11/9/2023 | 9/30/2023 - 10/31/2023 | 331915 | 11/16/2023 | 577.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 12/11/2023 | 10/31/2023 - 11/30/2023 | 332475 | 12/12/2023 | 765.00 |
| Oxbow Pumping Station | Cass County Electric - 219998 | 1/10/2024 | 12/1/2023 - 12/31/2023 | 333299 | 1/10/2024 | 899.00 |
| | | | | | | 10,299.00 |
| Total Electric Expense | | | | | | 47,120.83 |

Insurance Expense:

| Location | Insurance Type | COF Check Number | COF Paid Date | Total Costs | DA Share | Amount |
|--------------------------------|----------------------------|-----------------------|---------------|-------------|----------|------------------|
| 200 2nd St N - Pump Station | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 3,894.00 | 100% | 3,894.00 |
| 225 4th St N - Generator | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 281.00 | 35% | 98.35 |
| 304 4th St S - Pump Station | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 2,774.00 | 100% | 2,774.00 |
| 304 4th St S - Generator | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 426.00 | 60% | 255.60 |
| 97 Woodland Dr - Pump Station | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 159.00 | 100% | 159.00 |
| 875 Oak St N - Pump Station | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 51.00 | 100% | 51.00 |
| 200 15th Ave N - Pump Station | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 77.00 | 100% | 77.00 |
| Oxbow Lift -5070 County Rd 81 | SFT - 7/1/2023 - 6/30/2024 | 328590 | 6/29/2023 | 1,176.00 | 100% | 1,176.00 |
| 200 2nd St N - Pump Station | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 1,437.00 | 100% | 1,437.00 |
| 225 4th St N - Generator | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 108.00 | 35% | 37.80 |
| 304 4th St S - Pump Station | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 1,023.00 | 100% | 1,023.00 |
| 304 4th St S - Generator | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 157.00 | 60% | 94.20 |
| 97 Woodland Dr - Pump Station | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 64.00 | 100% | 64.00 |
| 875 Oak St N - Pump Station | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 20.00 | 100% | 20.00 |
| 200 15th Ave N - Pump Station | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 31.00 | 100% | 31.00 |
| Oxbow Lift -5070 County Rd 81 | Boiler - 1/1/23-1/1/2024 | PCARD - pmt 1.18.2023 | 1/18/2023 | 452.00 | 100% | 452.00 |
| Total Insurance Expense | | | | | | 11,643.95 |

Yearly Cleaning and Inspection:

| Location | LS Operation Check | Yearly Inspections/ Merger Test | Diesel Fuel WO | Repairs/ Fiber Install | Total Costs | DA Share | Amount |
|------------------------------------------------|--------------------|---------------------------------|----------------|------------------------|------------------|----------|------------------|
| 200 2nd St N - Pump Station | 1,524.28 | 2,925.35 | - | - | 4,449.63 | 100% | 4,449.63 |
| 225 4th St N - Generator | - | 270.00 | - | - | 270.00 | 35% | 94.50 |
| 304 4th St S - Pump Station | 1,524.28 | 13,021.28 | - | - | 14,545.56 | 100% | 14,545.56 |
| 304 4th St S - Generator | - | 1,554.34 | - | - | 1,554.34 | 60% | 932.60 |
| 1 2nd St S - Pump Station | 422.58 | 1,552.21 | - | - | 1,974.79 | 100% | 1,974.79 |
| 97 Woodland Dr - Pump Station | 946.58 | 225.34 | - | - | 1,171.92 | 100% | 1,171.92 |
| 875 Oak St N - Pump Station | 946.59 | 386.17 | - | 240.00 | 1,572.76 | 100% | 1,572.76 |
| 200 15th Ave N - Pump Station | 41.78 | 256.40 | - | - | 298.18 | 100% | 298.18 |
| Oxbow Lift -5070 County Rd 81 | - | 894.63 | 3,440.92 | - | 4,335.55 | 100% | 4,335.55 |
| | | | | | 3,881.81 | | |
| | | | | | 18,160.37 | | |
| | | | | | 3,440.92 | | |
| | | | | | 240.00 | | |
| | | | | | 25,723.10 | | |
| Total Cleaning & Inspection Expense | | | | | | | 29,375.49 |
| Total Expense for Period | | | | | | | 88,140.27 |



February 20, 2024

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

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

Dear Joel:

Attached is the combined MFDA Request for Payment No. 4 in the amount of \$76,318.00 for the above referenced projects. This request is for the Metro Flood Diversion Authority to reimburse the City of Horace for the outstanding balance of local cost share on the projects. These projects are being funded via ND Department of Water Resources (formerly State Water Commission) Cost Share with a local cost share match. The local cost share has previously been reimbursed via a SRF loan totaling \$1,310,589.00 to date and Metro Flood Diversion funds totaling \$913,078.00 to date.

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

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





Rush River
Water Resource
District

SENT VIA EMAIL

February 18, 2024

William A. Hejl
Chairman
Amenia, North Dakota

Dick Sundberg
Manager
Harwood, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please a copy of invoices totaling \$10,743.75 regarding the Metro Flood Diversion Project.

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

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

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

A handwritten signature in blue ink that reads "Nina M Stone".

Nina M. Stone
Accountant

Enclosure

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
www.casscountynд.gov



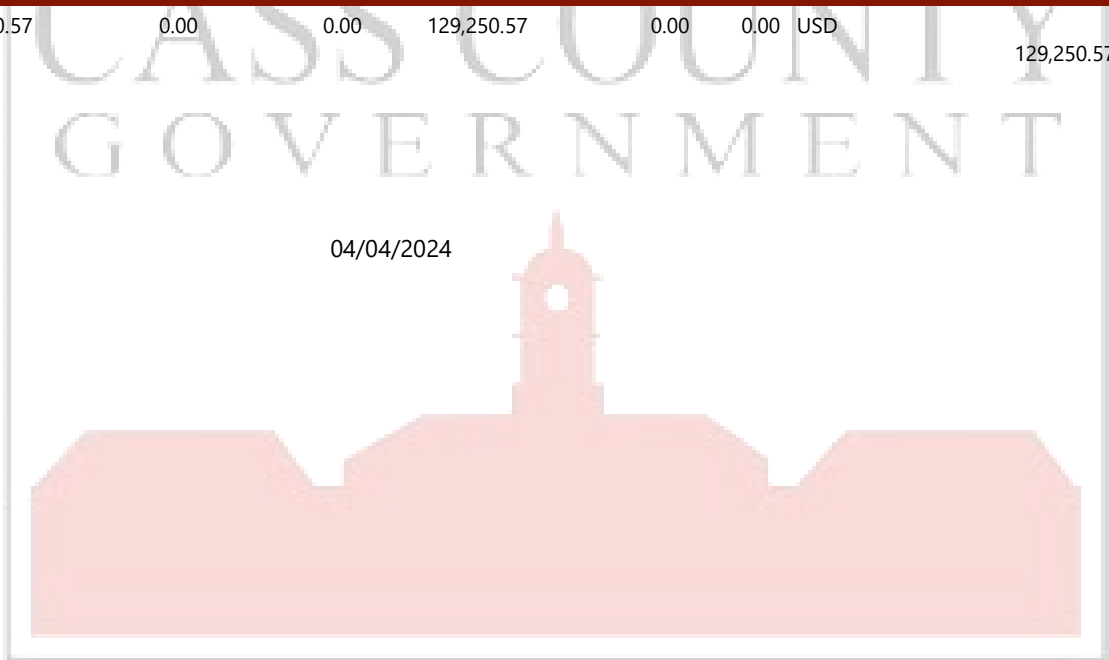
INVOICE: INV008792

Date 03/05/2024
 Invoice account 198

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

| Description | Quantity | Unit price | Amount |
|-------------------------------|----------|------------|------------|
| AUDITOR - MISCELLANEOUS | 1.00 | 10,700.39 | 10,700.39 |
| FM DIVERSION PAYROLL EXPENSES | 1.00 | 118,550.18 | 118,550.18 |

| Sales subtotal amount | Total discount | Total charges | Net amount | Sales tax | Round-off | Currency | Total |
|-----------------------|----------------|---------------|------------|-----------|-----------|----------|------------|
| 129,250.57 | 0.00 | 0.00 | 129,250.57 | 0.00 | 0.00 | USD | 129,250.57 |



Due date 04/04/2024

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: **INV008792**

Date: 03/05/2024

Total: 129,250.57

Name: CITY OF FARGO

Account #: 198

Due date 04/04/2024



Southeast Cass
Water Resource
District

SENT VIA EMAIL

February 18, 2024

Keith Weston
Chairman
Fargo, North Dakota

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

Dave Branson
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project

Rick Steen
Manager
Fargo, North Dakota

Enclosed please find a copy of invoices totaling \$7,070.00 regarding the above referenced project.

At this time, we respectfully request 100% reimbursement per the *Memorandum of Understanding* between the Metro Flood Diversion Authority and Southeast Cass Water Resource District dated February 25, 2021.

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

Sincerely,

SOUTHEAST CASS WATER RESOURCE DISTRICT

A handwritten signature in blue ink that reads "Nina M Stone".

Nina M. Stone
Accountant

Enclosure

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@сasscountynд.gov
сasscountynд.gov



Maple River
Water Resource
District

SENT VIA EMAIL

February 18, 2024

Rodger Olson
Chairman
Leonard, North Dakota

Gerald Melvin
Manager
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

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

Greetings:

RE: Maple River WRD Reimbursements

Enclosed please find a copy of an invoice totaling \$7,045.49 regarding the Metro Flood Diversion project.

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

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

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

A handwritten signature in blue ink that reads "Nina M Stone".

Nina M. Stone
Accountant

Enclosure

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrd@casscountynnd.gov
www.casscountynnd.gov



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board or Authority Meeting

March 28, 2024

Contracting Actions

Joel Paulsen, Executive Director

DA Board Approval Contract Actions

(ACTION)



| Description | Company | Budget/ Estimate (\$) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------|
| Task Order 1, Amendment 0 – Mowing and Weed Control Services – This is a new task order for mowing and weed control services that are required on several MFDA owned properties for 2024. | JT Lawn Services | \$250,714 |
| Task Order 6, Amendment 0 – Utility Relocation – This task order will include the relocation of the Minnkota Oxbow Substation diesel generators to the Minnkota Colfax Substation. This work is scheduled to be completed by September 30, 2024. | Minnkota Power Cooperative, Inc | \$263,000 |
| | | |

Executive Director Contracting Recommendation



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

| | |
|------------------------------------------------------------------------------------------------------------------------------|---------------------|
| JT Lawn Services & Landscaping, LLC T001 Amendment 0 Mowing and Weed Control Services | \$250,714.00 |
| <ul style="list-style-type: none"> • 2024 budget for mowing and weed control services for MFDA owned property | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

3 Reason why it is required

JT Lawn Services and Landscaping, LLC will provide mowing and weed control services that are required as part of the Metro Flood Diversion Authority's property maintenance for its owned properties. This task order is for the 2024 mowing season and will cover the following areas (refer to Exhibit A. Summary of Subtasks and OIN's Area in the attached Task Order for further detail):

- Subtask 1.0 - Prairie Grass Mowing and Weed Control Management
- Subtask 2.0 - Residential Mowing and Weed Control Management
- Subtask 3.0 - Rural Residential Mowing and Weed Control Management
- Subtask 4.0 - Rural Property Mowing and Weed Control Management
- Subtask 5.0 – Southern Embankment Mowing and Weed Control Maintenance
- Subtask 6.0 - On-Call Mowing and Weed Control Services

4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the Fargo-Moorhead Area Diversion Project (the PROJECT). As such, the OWNER and CONSULTANT have agreed to enter into a Task Order focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Executive Director.

In accordance with Section 5 of the Master Professional Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and JT Lawn Services & Landscaping, LLC (the “Contractor”) dated January 1, 2024 (the “Agreement”), the Authority and the Contractor agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|----------------------------|
| TO01-A0 | 0.00 | 250,714.00 | 4/1/2024 | 12/31/2024 | Initial Work Authorization |
| Totals | | 250,714.00 | | | |

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|--------------------------------|
| 2024 | CN-5610 | 250,714.00 | 250,714.00 | 0.00 | 250,714.00 | Within allocated annual budget |
| Totals | | 250,714.00 | 250,714.00 | | | |

6 Attachments:

- Task Order 01 Amendment 0

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

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

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

Approved by: Joel Paulsen, Executive Director

Date: 3/18/2024

Executive Director Contracting Recommendation



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

| | |
|-------------------------------------------------------------------------------------------------------------------------|---------------------|
| Minnkota Power Cooperative, Inc TO06 Amendment 0 Relocate Oxbow Substation Diesel Generators | \$263,000.00 |
| <ul style="list-style-type: none"> • Relocate Oxbow Substation Diesel Generators | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

Reason why it is required

Minnkota will relocate the diesel generators at the Oxbow Substation to the Colfax Substation for construction of the FM Area Diversion southern embankment. The diesel generators will be located inside a new 85' x 85' fenced area. Minnkota did not include demo or reclamation of the existing site as they felt this would be an easier task to monitor when decommissioning the site once the new site has been completed. Work is scheduled for completion September 30, 2024.

3 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the Fargo-Moorhead Area Diversion Project (the PROJECT). As such, the OWNER and CONSULTANT have agreed to enter into a Task Order focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Executive Director.

In accordance with Section 2.01 of the Mater Utility Relocation Agreement between the Metro Flood Diversion Authority (the "Authority") and Minnkota Power Cooperative, Inc ("Utility") dated September 3, 2021 (the "Agreement"), the Authority and the Utility agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Contract Change \$ | Original or Revised Contract \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|-----------------------|
| TO06-A0 | 0.00 | 263,000.00 | 3/6/2024 | 09/30/20024 | Initial scope of work |
| Total | | 263,000.00 | | | |

4 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost Account Code | Estimated Cost (\$) | Budget Allocated (\$) | Actual paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|-------------------------|
| 2024 | CN-4010 | 263,000.00 | 263,000.00 | 0.00 | 263,000.00 | Within allocated budget |

5 Attachments:

- Task Order 06 Amendment 0

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

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

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

Approved by: Joel Paulsen, Executive Director

Date: 3/18/2024



Diversion Board of Authority Meeting

March 28, 2024

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)

| MOU Parties | Project | MOU or Agreement Cost and Summary |
|--------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CAP X & MFDA | Encroachment Agreement | This agreement authorizes the Authority to access easements owned by the CapX 2020 project partners. Access includes the ability to operate construction machinery beneath the CapX 2020 project infrastructure and to construct the drainage and borrow ditches for Reach SE-4 of the Comprehensive Project. Design and construction of the remainder of Reach SE-4 on the CapX 2020 project easements will be set forth in a MURA. |
| | | |

ENCROACHMENT AGREEMENT

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

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

Dated: March 28, 2024

PURPOSE

This Encroachment Agreement sets forth the respective roles and responsibilities of the Parties with respect to Authority encroachment rights granted by the Utilities to the Authority for access to Parcel 1 (OIN 1630N) and Parcel 2 (OIN 1650N) within the Utilities’ Electric Line Easement Area occurring on or about said parcels. This Encroachment Agreement is granted in connection with the “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 Authority Land Rights
 - Exhibit A-1 Parcel 1 (OIN 1630N) Land Rights
 - Exhibit A-2 Parcel 2 (OIN 1650N) Land Rights
- EXHIBIT B Electric Line Easement
 - Exhibit B-1 Electric Line Easement Area
 - Exhibit B-2 Electric Line Legal Descriptions
- EXHIBIT C Borrow Ditch and Drainage Ditch Specifications
- EXHIBIT D Notices

ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of March 28, 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 organized and existing under the laws of the State of Minnesota; ALLETE, Inc., a corporation organized and existing under the laws of the State of Minnesota d/b/a Minnesota Power; Northern States Power Company, a corporation organized and existing under the laws of the State of Minnesota, d/b/a Xcel Energy; Otter Tail Power Company, a corporation organized and existing under the laws of the State of Minnesota; and Western Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota (collectively, the “**Utilities**”). The Authority and the Utilities are sometimes referred to herein individually as “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Authority is the local sponsor responsible for delivering the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, a large-scale public flood control project (the “**Comprehensive Project**”).

B. The United States Army Corps of Engineers (“**USACE**”) serves as the federal sponsor of the Comprehensive Project and has partnered with the Authority, as well as the City of Fargo and the City of Moorhead, for the design and construction of the Comprehensive Project.

C. The Authority is responsible for acquiring all real property interests necessary to design, construct, and maintain the Comprehensive Project.

D. The Authority represents that, as part of its land acquisitions for the Comprehensive Project, member entities of the Authority have acquired fee simple ownership of Parcel 1 (OIN 1630N) (“**Parcel 1**”), as legally described in **Exhibit A-1** (Parcel 1 (OIN 1630N) Land Rights), and temporary construction easements neighboring Parcel 1, and are in the process of acquiring fee simple ownership of Parcel 2 (OIN 1650N) (“**Parcel 2**”), also legally described in **Exhibit A-2** (Parcel 2 (OIN 1650N) Land Rights), and temporary construction easements neighboring Parcel 2 (collectively, the land rights set forth in Parcel 1 and Parcel 2 and the construction easements are referred to herein as the “**Authority Land Rights**”).

E. On Parcel 1 and Parcel 2, USACE will be constructing Reach SE-4 of the Comprehensive Project, which is incorporated by reference herein, an earthen embankment with a below grade borrow ditch excavated on one side thereof and a below grade drainage ditch excavated on the other side thereof.

F. Prior to the Authority’s acquisition of Parcel 1 and the Authority’s anticipated acquisition of Parcel 2, the Utilities acquired electric transmission and related rights (the “**Electric Line Easements**”) through, over, under, and across Parcel 1 and Parcel 2 in the areas shown on **Exhibit B-1** (Electric Line Easement Area) (Parcel 1 and Parcel 2 areas of Electric Line Easements may be collectively referred to as the “**Electric Line Easement Area**”). The Electric Line Easements granted to the Utilities convey the limited rights to, among other things, survey,

construct, operate, maintain, use, upgrade, rebuild, relocate, or remove a transmission line facility with one or more circuits, with all towers, structures, poles, foundations, cross-arms, cables, wires, guys, supports, counterpoises, fixtures, and equipment related to said transmission line facility, together with communication equipment relating to the operation of said transmission line (collectively, the “**Transmission Line Facility**”), as more fully set forth in Document No. 765109, recorded on January 12, 2017, and in Document No. 708979, recorded on May 24, 2012, in the Office of the Clay County Recorder, respectively.¹ **Exhibit B-2** (Electric Line Legal Descriptions) sets forth the legal descriptions of the Electric Line Easements within the Electric Line Easement Area.

G. The Utilities utilized entitlement grants under the Electric Line Easements to construct within the Electric Line Easement Area part of the Monticello-Bison Transmission Project (aka Fargo-St. Cloud-Monticello Transmission Project) (the “**Project**”) as a segment of the CapX 2020 Transmission Expansion Initiative.

H. The Electric Line Easements prohibit the owners of the premises encumbered thereby from certain actions, including those that might interfere with or endanger the Transmission Line Facility and materially altering the grade within the Electric Line Easement Area(s). The Electric Line Easements also prohibit the owners from installing improvements within the Electric Line Easement Area(s) unless certain conditions are satisfied, one of which is a compliance review and written approval granted by the Utilities’ administrative agent.

I. The Authority desires portions of the Comprehensive Project to be constructed by USACE through, over, under, and across the Electric Line Easement Area. The Parties are currently studying the potential impacts of the Comprehensive Project on the Transmission Line Facility with the intent of the Parties to ultimately enter into a long-term agreement for (i) the construction, operation, and maintenance of the Comprehensive Project within the Electric Line Easement Area, and (ii) to provide for potential relocation of part of the Transmission Line Facility.

J. Prior to entering into such long-term agreement, the Authority² desires to enter upon the Electric Line Easement Area to complete preliminary work for the Comprehensive Project, and the Utilities are willing to grant such access on the terms and conditions set forth in this Agreement.

K. The Utilities have appointed NSPM as their Utility representative (the “**Utilities’ Representative**”). The Utilities’ Representative will interact with the Authority and its representatives, including the Authority Representative (defined below) to coordinate with respect to all matters under this Agreement. All notices to the Utilities required hereunder, other than notices related to legal proceedings or notice of breach and default, will be given by the Authority to the Utilities’ Representative. The Utilities have retained the right to name a separate entity to act as their representative, upon written notice to the Authority.

¹ Parcel 1 (OIN 1630N) and Parcel 2 (OIN 1650N) as designated by the Authority are known as Parcel No. AB401 and AB402, respectively, in connection with the Project.

² References to the Authority include reference to its officers, employees, agents, representatives, licensees, easement grantees, and contractors, including USACE and its contractors.

L. The Parties now enter into this Agreement to define the parameters under which the Authority may access and utilize the Electric Line Easement Area for the Comprehensive Project.

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 acknowledge, the Parties agree as follows:

1. **GRANT OF ENCROACHMENT RIGHTS.** The Utilities hereby approve encroachment on the Electric Line Easement Area contingent upon the Authority's compliance with the following terms and conditions:

1.1 **Authority Encroachment Rights.**

(a) **Right of Ingress and Egress.** The Authority shall have all necessary and reasonable rights of ingress and egress through, over, and across the Electric Line Easement Area, such as may be lawfully and/or contractually approved by the Utilities, including beneath the conductors of the Transmission Line Facility, for preliminary work purposes related to the Comprehensive Project. This right of ingress and egress includes the right to drive construction equipment on the Electric Line Easement Area as limited herein.

(b) **Excavation and Removal Rights.** The Authority shall have the authority to excavate and remove dirt, soil, clay, silt, gravel, rock, and other materials for purposes of constructing and maintaining the borrow ditch and drainage ditch of Reach SE-4 of the Comprehensive Project, as depicted on **Exhibit C** (Borrow Ditch and Drainage Ditch Specifications). Further, the Authority may move, store, and remove equipment, materials, and supplies and construct fences and other barriers around the construction site as is common practice in the construction industry. The Authority will be responsible for maintaining worksite security and control during construction.

(c) **Limitation of Grant on Encroachment Rights.** This Agreement is effective only insofar as the easement rights of the Utilities in the Electric Line Easement Area are concerned, and the Authority shall obtain from others such permissions, permits, and interests as may be necessary from third-parties to access Parcel 1 and Parcel 2 and to perform the work described herein. The Utilities make no representations, covenants, or warranties as to their rights under the Electric Line Easements or otherwise with respect to the rights and/or obligations set forth therein.

1.2 **Restriction on Authority's Rights.** As a limitation on the grant of Authority encroachment rights set forth in **Section 1.1**, the Authority acknowledges and agrees that such rights are limited by the following restrictions:

(a) **Construction Equipment Operation Restrictions.** The Authority shall not undertake any actions or omit to take any actions in the exercise of its rights hereunder that may interfere with or threaten the integrity or safety of the Transmission Line Facility. Without limiting the foregoing, the Authority shall not operate any construction equipment within the Electric Line Easement Area in such a manner that any portion of the construction equipment would come any closer than twenty (20) feet from any conductors of the Transmission Line Facility. In the event any construction equipment comes within twenty (20) feet of a conductor, the Authority shall immediately report the same to the Utilities and immediately cease construction activity. The foregoing exigent circumstances requiring immediate action provides the Utilities with the opportunity to inspect the conductor for any impairment or other damage.

(b) **Excavation Restrictions.** The Authority shall perform excavation of the borrow ditch and the drainage ditch in accordance with the limits attached hereto as **Exhibit C** (Borrow Ditch and Drainage Ditch Specifications). At no time shall the Authority perform any excavation nearer than fifty (50) feet to any of the Utilities' structures or anchors of the Transmission Line Facility. In the event excavation comes within fifty (50) feet of a structure or anchor of the Transmission Line Facility, the Authority shall immediately report the same to the Utilities and immediately cease all excavation activity. The foregoing exigent circumstances requiring immediate action provides the Utilities with the opportunity to inspect the structure or anchor and discuss measures to mitigate.

(c) **Filling and Piling Restrictions.** The Authority shall not do any filling or piling of excavated borrow on the Electric Line Easement Area unless separately approved by the Utilities.

(d) **Structure Restrictions.** The Authority shall not construct or place any permanent or temporary buildings within the Electric Line Easement Area.

(e) **Storage Restrictions.** There shall be no fuel tanks stored or refueling of vehicles and equipment within the Electric Line Easement Area.

(f) **Alteration Restrictions and Damages.** Other than access and excavation specifically set forth herein, the Authority shall not alter the Electric Line Easement Area in any way without receiving prior written consent from the Utilities. Should the Authority perform any work in the Electric Line Easement Area without the prior written consent of the Utilities, should the Authority fail to perform the work set forth herein in a manner consistent with the limits described herein, or should the Authority impair or damage any feature of the Transmission Line Facility while accessing the Electric Line Easement Area, then the Authority shall be liable to the

Utilities for any Damage (defined in **Section 5.3** below) incurred by the Utilities to remedy any physical damage arising from such actions taken by the Authority.

1.3 **Authority Interference with Electric Line Easement Area.** The Authority's work in the Electric Line Easement Area shall not interfere with the Utilities' ability to operate and maintain its Transmission Line Facility. In the event the Utilities will access the Electric Line Easement Area while the Authority is excavating either the borrow ditch or the drainage ditch, the Utilities shall provide reasonable advance notice, determined by the exigencies of the need for access, to Tom Fuchs, the Authority's Construction Manager, at fuchst@fmdiversion.gov or 701-612-8433.

2. **AUTHORITY COVENANTS.**

2.1 **Authority Appointment of Representative.** The Authority shall designate a representative (the "**Authority Representative**") who will supervise the work, be available during all work, and be authorized to control and, if necessary, suspend the work. The Authority will immediately suspend its work if requested by the Utilities' Representative. If suspension is required due to the Authority's failure to strictly comply with the terms of this Agreement, upon such suspension the Authority and the Utilities' Representative shall consult in an effort to cure such noncompliance so that the Authority may resume its activities.

2.2 **Work-Site Access.** The Authority will provide reasonable worksite access to the Utilities for reasonable review of its work. The presence or absence of a Utility inspector does not relieve the Authority from any requirement in this Agreement, nor is an inspector authorized to change any term or condition of this Agreement. The Utilities agree that during any review contemplated under this **Section 2.2** that its staff will follow Authority construction safety practices when visiting a worksite. The Utilities understand that its staff cannot direct the construction contractor, and any conversations with the construction contractor must occur in the presence of Authority construction staff.

2.3 **Authority Safety Precautions.** The Authority shall implement any measures needed to prevent impacts from the hazards of working in the vicinity of the Transmission Line Facility. Without limiting the foregoing, the Authority's operation of equipment and use of materials within the Electric Line Easement Area, and any other actions taken by the Authority, shall adhere to applicable federal, state, and local laws, rules, and regulations, including the guidelines and/or requirements set forth by the National Electrical Safety Code (NESC) and the OSHA Standard for equipment minimum safe working distances.

2.4 **Metallic Structure and Equipment.** The Authority acknowledges and agrees that any work involving metallic structures or equipment in the vicinity of the Transmission Line Facility will have the potential to become electrically charged due to electrical induction. The development of an electric charge results in a potential difference between the metal and the ground, which can result in electrical shocks when the item is touched. The Authority is solely responsible for mitigating the hazards of working in the vicinity of

the Transmission Line Facility, including but not limited to implementing such grounding as is necessary.

2.5 **Environmental – Pre-Existing Wastes.** The Authority shall comply with all applicable laws and regulations related to any pre-existing waste materials (“**Pre-Existing Wastes**”) present in soils, water (surface or groundwater), vapors or air, whether on, in above, migrating to or from, or under the Electric Line Easement Area(s). The Authority shall hold harmless and release the Utilities from any claims or responsibilities related to any Pre-Existing Wastes or related liabilities arising from, in connection with, incident to, or as a consequence of the Authority’s exercise of its rights hereunder.

2.6 **Authority Inspection.** The Authority has inspected the Electric Line Easement Area and determined it to be suitable for the uses described herein.

2.7 **Authority Obligations with Respect to its Representatives, Agents, and Licensees.** The Authority shall be directly responsible for acts and omissions of its officers, employees, agents, representatives, licensees, easement grantees, and contractors, including USACE and its contractors (the “**Authority Representative(s)**”), relating to violation of the provisions of this Agreement and any Damages (as defined herein) caused thereby. The foregoing shall not limit the Utilities from taking direct action against either or both of the Authority and its Authority Representatives.

2.8 **Authority Compliance With Covenants.** In the event that the Authority shall be in violation of any of the terms and conditions as contained herein, the Authority shall, upon written demand from the Utilities, forthwith correct said violation(s) and upon failure to do so, this Agreement may be terminated by the Utilities in accordance with **Section 4** (Term and Termination), and all rights hereby granted to the Authority by the Utilities shall cease and be of no further force and effect, subject to the survival provisions of **Section 7.17** (Survival). In addition to and without restricting the foregoing, the Utilities, at their option, shall be entitled to equitable relief in accordance with the provisions of **Section 7.5** (Equitable Remedies).

3. **ACKNOWLEDGEMENTS OF THE PARTIES.**

3.1 **Mutual Covenant Regarding Further Agreements.** The Parties acknowledge and agree that by entering into this Agreement, neither the Utilities nor the Authority is obligated to authorize or participate in the performance of any work 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.

3.2 **Risk of Work Performance.** The Parties acknowledge and agree that (i) all work performed by the Authority and costs incurred in connection therewith are at the Authority’s sole risk of the Authority, and (ii) there is no certainty that the Authority and the Utilities will reach an agreement and enter into a Master Utility Relocation Agreement.

3.3 **No Compensation.** The Parties acknowledge and agree that the Authority will remit no compensation to the Utilities for the above-described grant of encroachment rights with respect to the Electric Line Easement Area.

4. **TERM AND TERMINATION.**

4.1 **Term.** The Agreement shall commence on the Effective Date and remain in full force and effect until (i) the Parties execute a Master Utility Relocation Agreement, or other agreement providing for relocation of the Transmission Line Facility for the Comprehensive Project, or (ii) execution and delivery of a mutual written termination agreement by the Parties, or (iii) termination by a Party for breach of this Agreement, or (iv) December 31, 2027, whichever first occurs.

4.2 **Termination.**

(a) **Termination by Utilities for Authority Breach.** If the Authority (including any Authority Representative) breaches any of its obligations under this Agreement, in addition to any other right or remedy the Utilities may have, the Utilities may terminate this Agreement by providing not less than thirty (30) nor more than ninety (90) days written advance notice (the “**Notice Period**”) to the Authority (the “**Termination Notice**”) specifying the breach and the Utilities’ right to terminate and the date of such termination, if not cured (if capable of cure). The termination specified in the Termination Notice will not become effective at the end of the Notice Period if the Authority cures the breach within a period of twenty (20) days from the Authority’s receipt of the Termination Notice. If the breach is not capable of cure, and exigent circumstances exist, the Utilities may immediately terminate this Agreement and pursue all remedies at law or in equity.

(b) **Termination by Authority for Utilities Breach.** If the Utilities breach any of their obligations under this Agreement, in addition to any other right or remedy the Authority may have, the Authority may terminate this Agreement by providing a Termination Notice specifying the Notice Period to the Utilities and specifying the breach and the Authority’s right to terminate. The termination specified in the Termination Notice will not become effective at the end of the Notice Period if the Utilities cure the breach, if capable of cure, within a period of twenty (20) days from the Utilities’ receipt of the Termination Notice. If the breach is not capable of cure, and exigent circumstances exist, the Authority may immediately terminate this Agreement and pursue all remedies at law or in equity.

(c) **Effect of Termination.** If this Agreement terminates and there is not a Master Utility Relocation Agreement, or other agreement providing for the continued presence of work performed by the Authority and its Authority Representatives hereunder on the Electric Line Easement Areas, then the Authority shall promptly remove said work from the Electric Line Easement Areas and restore, remediate, and otherwise cause the Electric Line Easement Areas to be in substantially the same condition as it existed prior to the work to the extent feasible; **provided, however,** such restoration, remediation, and other measures shall not

include the right to perform any work on or with respect to the Transmission Line Facility. The Utilities will have the exclusive right to repair, restore, remediate, or take any other action reasonably necessary to respond to any breach by the Authority with respect to the Transmission Line Facility and, with respect to such breach, remedy its claim of breach by receipt of Damages in accordance with this Agreement.

5. **BREACH, DAMAGES, AND REMEDIES.**

5.1 **Breach by the Authority and Damages.** If the Authority breaches its obligations under this Agreement, including the restrictions on the Authority's rights set forth in **Section 1.2** (Restriction on Authority's Rights) and its covenants pursuant to **Section 2** (Authority Covenants), the Utilities will be held harmless and entitled to recover any Damages arising from, in connection with, incident to, or as a consequence of the Authority's acts or omissions giving rise to the breach of the Authority's obligations under this Agreement. The foregoing includes the Authority's obligation to remit to the Utilities any amount for any loss of or Damage to its Transmission Line Facility and the appurtenances thereto arising from, in connection with, incident to, or as a consequence of the Authority's actions or omissions hereunder or out of the actions of others acting on behalf of the Authority as set forth in **Section 1.2(f)** (Alteration Restrictions and Damages).

5.2 **Breach by the Utilities and Damages.** If the Utilities breach their obligations under this Agreement, the Authority will be held harmless and entitled to recover any Damages arising from, in connection with, incident to, or as a consequence of the Utilities' acts or omissions giving rise to the breach of the Utilities' obligations under this Agreement.

5.3 **Damages.** "Damage(s)" means any and all losses, costs, expenses, liabilities, fines, penalties, charges, assessments, judgments, claims, causes of action, and any other obligations of any nature whatsoever, whether arising in contract, tort, statute, regulation, or common law, that a Party may at any time suffer, sustain, incur, or become subject to arising from, in connection with, incident to, or as a consequence of the other Parties' acts or omissions in exercising rights or otherwise constituting a breach under this Agreement.

5.4 **Remedies.** All remedies are cumulative and non-exclusive in accordance with **Section 7.15** (Remedies Cumulative), including the right to pursue equitable remedies under **Section 7.5** (Equitable Remedies).

5.5 **Insurer Obligations and Effect of Insurance.** The provisions of this **Section 5** will not be construed so as to relieve any insurer of its obligation to pay any insurance claims in accordance with insurance policies required to be carried by a Party. The obligations of a Party for Damage under this Agreement shall not be limited by the amount of insurance carried by such Party.

6. **INSURANCE.**

6.1 **Authority Insurance Requirements.** The Authority hereby agrees to procure and maintain throughout the term of this Agreement, at the Authority's sole cost and expense, insurance coverages as follows:

- (i) Worker's Compensation at statutory limits with Employers Liability coverage of at least One Hundred Thousand Dollars (\$100,000) limits if the Authority is at any time during the term of this Agreement subject to the requirements of any applicable law governing worker's compensation.
- (ii) Comprehensive General Liability Coverage (including blanket contractual liability) against claims for bodily injury, death, and property damage, including environmental damage, arising out of the Authority's operations, affording combined single limit protection of One Million Dollars (\$1,000,000) with respect to personal injury, death, or property damages, including environmental damage.
- (iii) The Utilities reserve the right to increase said required limits from time to time as determined in their reasonable opinion.

All policies shall be endorsed to name the Utilities, and each of their directors, officers, employees, and affiliates as additional insureds with respect to any and all bodily injury and/or property damage.

6.2 **Prior Notice of Cancellation or Material Changes.** All policies shall provide for not less than thirty (30) days prior written notice to the Utilities of any cancellation or any material change in the policy(ies).

6.3 **Utilities' Additional Insured Status.** The Authority agrees to provide the Utilities with a certificate(s) of insurance evidencing its compliance herewith prior to exercising any rights hereunder and otherwise upon reasonable request of the Utilities.

6.4 **No Waiver of Limitation on Liability.** Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04, as amended from time to time, or a waiver of any available immunities or defenses.

7. **MISCELLANEOUS.**

7.1 **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties regarding the subject matter thereof, 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.

7.2 **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the internal laws of the state of Minnesota, exclusive of conflicts of law provisions of any jurisdiction and the principles of comity.

7.3 **Venue and Waiver of Jury Trial.** The Parties agree and consent that any proceeding seeking to enforce any provision of this Agreement will be instituted and adjudicated solely and exclusively in any state or federal court of competent jurisdiction located in Hennepin or Ramsey County in the state of Minnesota. Each Party agrees that each such court will have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.4 **Assignment.** No Party to this Agreement may transfer any interest in whole or in part of this Agreement except as specifically authorized herein, and any such assignment that is made in violation of this **Section 7.4** will be void *ab initio*, and will be of no legal effect whatsoever.

7.5 **Equitable Remedies.** Remedies specified pursuant to the terms of this Agreement shall not be exclusive, and may include remedies at law or in equity. The Parties agree that irreparable damage would occur if any of the provisions of this Agreement are not performed, or were threatened not to be performed, in accordance with their specific terms or are otherwise breached or threatened to be breached. Accordingly, the Parties agree that a Party shall be entitled to equitable remedies, including injunctive relief to prevent breaches or further breaches of this Agreement and specific performance to enforce specifically the provisions hereof, in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which such Party may be entitled at law or in equity. The moving Party seeking an equitable remedy may do so without the necessity of posting bond.

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **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.

7.10 **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.

7.11 **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. The terms “including” or “include” shall mean including without limitation.

7.12 **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.

7.13 **Waivers.** The terms of this Agreement may be waived and will 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.

7.14 **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.

7.15 **Remedies Cumulative.** Any remedies specified in this Agreement shall be in addition to any and all other remedies and causes of action which may be available to the Utilities either at law or in equity. Remedies will be cumulative and not exclusive.

7.16 **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 D** (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.

7.17 **Survival**. If this Agreement is terminated pursuant to **Section 4** (Term and Termination), then the provisions of **Sections 1.2(f)** (Alteration Restrictions and Damages), **2.5** (last sentence only) (Environmental – Pre-Existing Wastes), **2.7** (Authority Obligations with Respect to its Representative, Agents, and Licensees), and the following **Sections** in their entirety: **3** (Acknowledgements of the Parties), **4** (Term and Termination), **5** (Breach, Damages, and Remedies), **6** (Insurance), and **7** (Miscellaneous) will survive the termination of this Agreement to the extent of the applicable statute of limitations provided under Minnesota law.

[SIGNATURE PAGES FOLLOWS]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

METRO FLOOD DIVERSION AUTHORITY

By: _____
Michelle (Shelly) A. Carlson, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

Dawn Lindblom, Secretary

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

On this ____ day of March, 2024, before me personally appeared Michelle (Shelly) A. Carlson, Joel Paulsen, and Dawn Lindblom, to me known to be the Chair, Executive Director, and Secretary, respectively, of the Metro Flood Diversion Authority, a North Dakota political subdivision, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Metro Flood Diversion Authority.

Notary Public, Cass County, ND

(SEAL)

GREAT RIVER ENERGY

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2024, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said cooperative.

Notary Public, _____

County, _____

My Commission Expires: _____

(SEAL)

OTTER TAIL POWER COMPANY

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2024, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public, _____

County, _____

My Commission Expires: _____

(SEAL)

Execution Version

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

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2024, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public, _____

County, _____

My Commission Expires: _____

(SEAL)

Execution Version

NORTHERN STATES POWER COMPANY,
d/b/a XCEL ENERGY

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2024, before me, a Public Notary in and for said County and State, personally appeared _____, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public, _____

County, _____

My Commission Expires: _____

(SEAL)

EXHIBIT A

Authority Land Rights

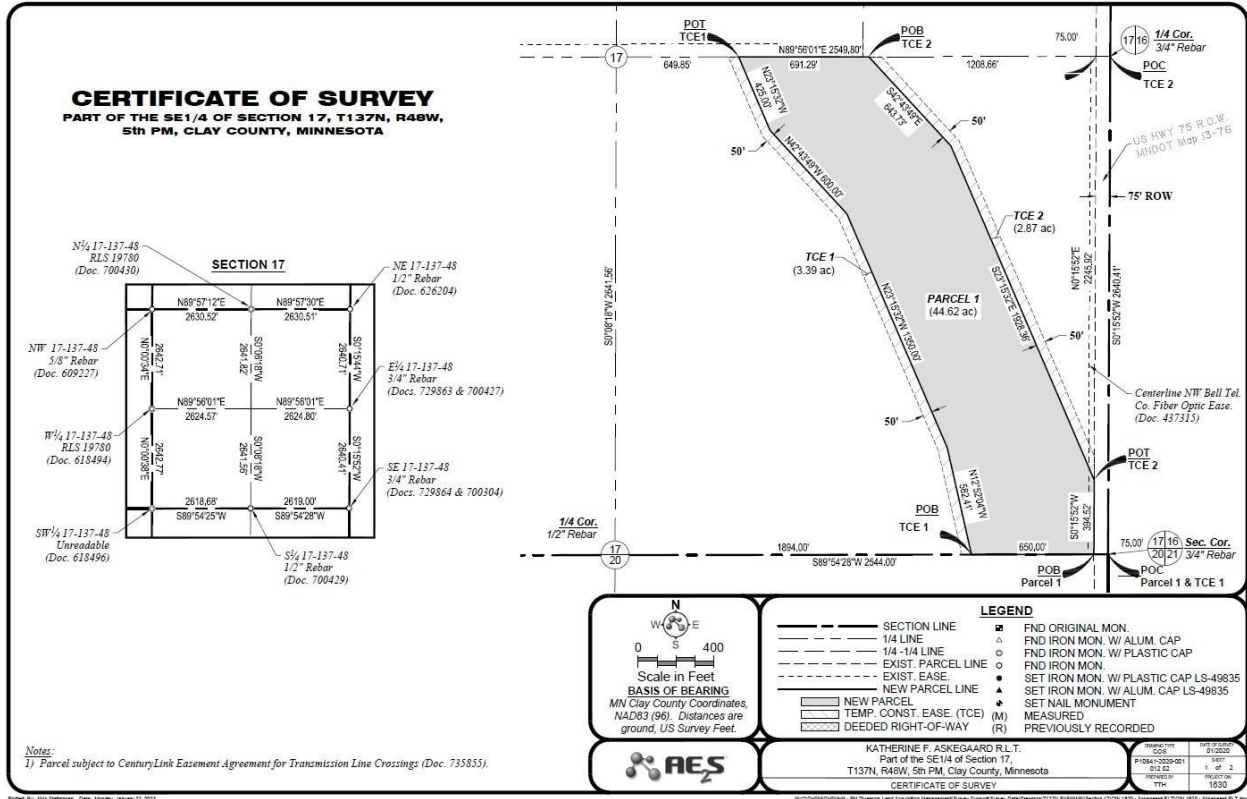
Parcel 1 (OIN 1630N) Land RightsExhibit A-1

Parcel 2 (OIN 1650N) Land RightsExhibit A-2

Temporary Construction Easements (Parcel 1 and Parcel 2).....[INTENTIONALLY OMITTED]

EXHIBIT A-1

Parcel 1 (OIN 1630N) Land Rights



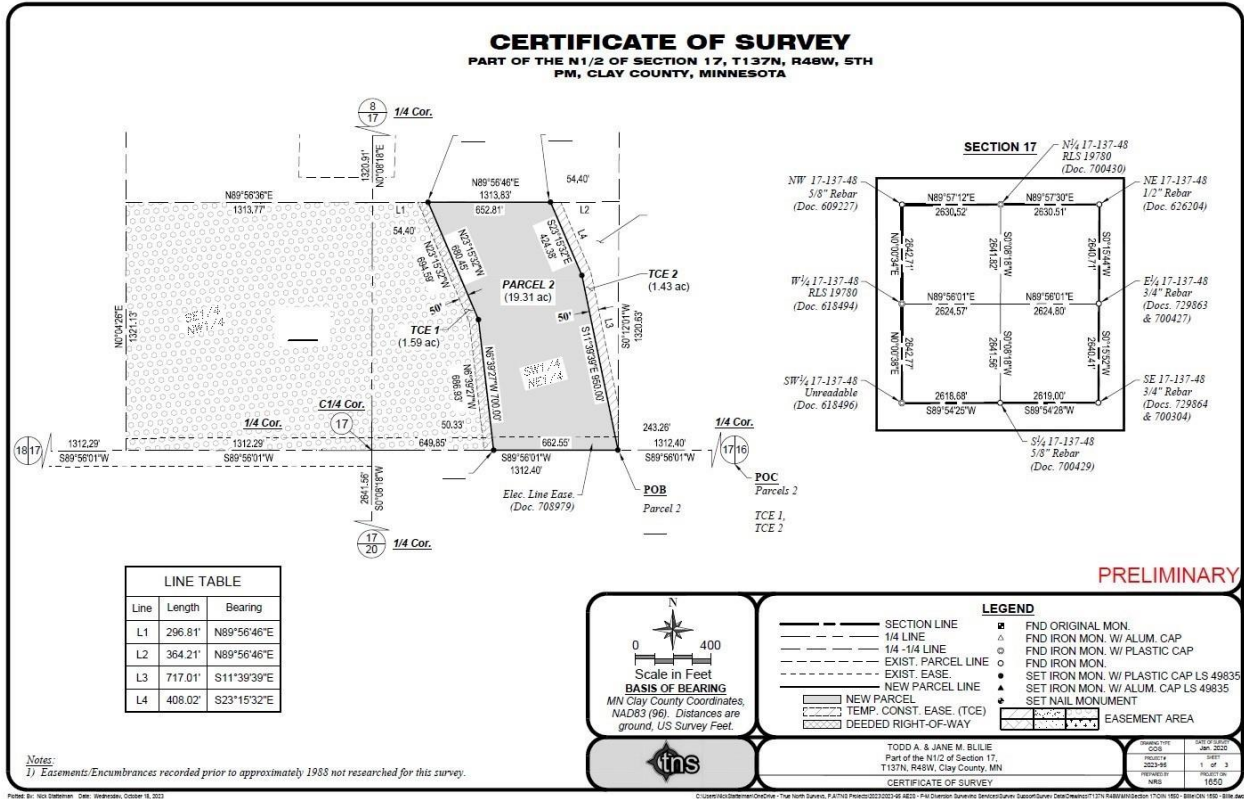
That part of the Southeast Quarter of Section 17, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Commencing at the Southeast Corner of the Southeast Quarter (SE1/4) of Section 17;
 thence S89°54'28"W on the south line of said SE1/4 a distance of 75.00 feet to the west line of the U.S. Highway 75 right-of-way, said point being the Point of Beginning;
 thence continuing S89°54'28"W on said south line a distance of 650.00 feet;
 thence N12°52'04"W a distance of 582.41 feet;
 thence N23°15'32"W a distance of 1,350.00 feet;
 thence N42°43'49"W a distance of 600.00 feet;
 thence N23°15'32"W a distance of 425.00 feet to the north line of said SE1/4;
 thence N89°56'01"E on said north line a distance of 691.29 feet;
 thence S42°43'49"E a distance of 643.73 feet;
 thence S23°15'32"E a distance of 1,928.36 feet to said west line of the U.S. Hwy 75 ROW;
 thence S00°15'52"W on said west ROW line a distance of 394.52 feet to the Point of Beginning.

Said parcel contains 44.62 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

EXHIBIT A-2

Parcel 2 (OIN 1650N) Land Rights



That part of the Southwest Quarter of the Northeast Quarter of Section 17, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 17;
 thence S89°56'01"W on the south line of said NE1/4 a distance of 1,312.40 feet to the Southeast Corner of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), said point being the Point of Beginning;
 thence continuing S89°56'01"W on said south line a distance of 662.55 feet;
 thence N06°39'27"W a distance of 700.00 feet;
 thence N23°15'32"W a distance of 680.45 feet to the north line of said SW1/4NE1/4;
 thence N89°56'46"E on said north line a distance of 652.81 feet;
 thence S23°15'32"E a distance of 424.38 feet;
 thence S11°39'39"E a distance of 950.00 feet to the Point of Beginning.

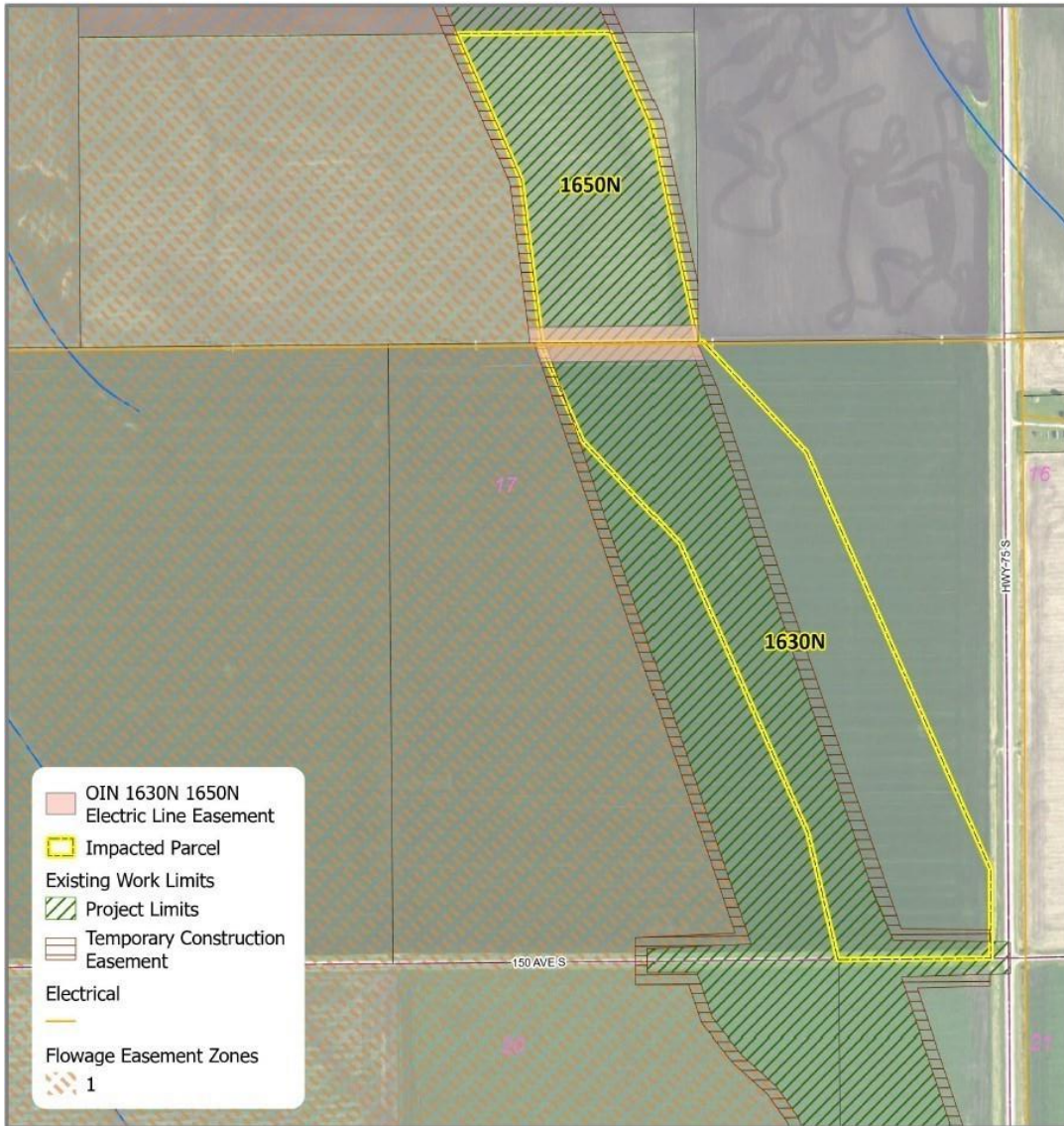
Said parcel contains 19.31 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

EXHIBIT B

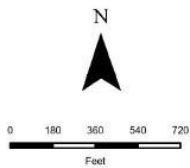
Electric Line Easement

Electric Line Easement AreaExhibit B-1
Electric Line Legal DescriptionsExhibit B-2

EXHIBIT B-1
Electric Line Easement Area
(Parcels 1 and 2)



Any reliance upon this map is at user's own risk. AEC25 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 HARN Adj MN Clay Feet | Edited by: twickenheiser | 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 | Not Data Driven Layout



Locator Map Not to Scale

OINs: 1630N, 1650N
Owners: MCCJPA, TODD & JANE BLILIE
PINs: 15.017.4001, 15.017.1300

Clay County, MN



FM AREA DIVERSION
 Map Date: 1/26/2024

EXHIBIT B-2

Electric Line Legal Descriptions

Legal Description of Utilities' Electric Line Easement
FMDA Parcel 1 (OIN 1650N)

Being a Portion of CapX 2020 Fargo-St. Cloud-Monticello Project Parcel No. AB401

(as memorialized in Document No. 765109, recorded on January 12, 2017, in the Office of the Clay County Recorder, at page 25)

Parcel AB401

Description of Parcel Affected ("Premises"):

The Southeast Quarter of Section 17, Township 137 North, Range 48 West, LESS highway right-of-way, according to the United States Government Survey thereof and situate in Clay County, Minnesota.

Abstract Property

Description of Interests Acquired:

Electric Line Easement Area:

An easement over, under and across that part of the Southeast Quarter of Section 17, Township 137 North, Range 48 West, Clay County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway 75 and northerly of a line drawn from a point on the east line of said Southeast Quarter of Section 17 distant 77.47 feet southerly of the northeast corner of said Southeast Quarter to a point on the west line of said Southeast Quarter distant 82.24 feet southerly of the northwest corner of said Southeast Quarter.

Said Easement contains 4.68 acres, more or less.

* The CapX 2020 Fargo-St. Cloud-Monticello Project Parcel No. AB401 encumbers the Southeast Quarter of Section 17. FMDA Parcel 1 (OIN 1630N) is a portion of the Southeast Quarter of said Section 17. The Encroachment Agreement shall only be construed as relating to that portion of said Southeast Quarter of Section 17 that is subject to both FMDA Parcel 1 and CapX 2020 Fargo-St. Cloud-Monticello Project Parcel No. AB401.

Legal Description of Utilities' Electric Line Easement
FMDA Parcel 2 (OIN 1630N)
Being a Portion of CapX 2020 Fargo-St. Cloud-Monticello Project
Parcel No. AB402

(as memorialized in Document No. 708979, recorded on May 24, 2012, in the
Office of the Clay County Recorder, depicted at Exhibit A Sheet 1 of 2 and
described at Exhibit A Sheet 2 of 2)

Parcel AB402

Description of Parcel Affected ("Premises"):

The Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Seventeen (17), Township One Hundred Thirty-seven (137) North of Range Forty-eight (48) West of the Fifth Principal Meridian, Clay County, Minnesota.

Abstract Property

Description of Interests Acquired:

Electric Line Easement Area:

An easement over, under and across that part of the herein before described "Premises" which lies southerly of a line drawn from a point on the west line of the Southeast Quarter of the Northwest Quarter of Section 17, Township 137 North, Range 48 West distant 65.37 feet northly of the southwest corner of said Southeast Quarter of the Northwest Quarter to a point on the east line of the Southwest Quarter of the Northeast Quarter of said Section 17 distant 70.15 feet northerly of the southeast corner of said Southwest Quarter of the Northeast Quarter.

Said Easement contains 4.08 acres, more or less.

* The CapX 2020 Fargo-St. Cloud-Monticello Project Parcel No. AB402 encumbers both the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of said Section 17. FMDA Parcel 2 (OIN 1650N) is located within the Southwest Quarter of the Northeast Quarter of said Section 17. The Encroachment Agreement shall only be construed relating to that portion of said Southwest Quarter of the Northeast Quarter of Section 17 that is subject to both FMDA Parcel 1 and CapX 2020 Fargo-St. Cloud-Monticello Project Parcel No. AB402.

EXHIBIT C

Borrow Ditch and Drainage Ditch Specifications

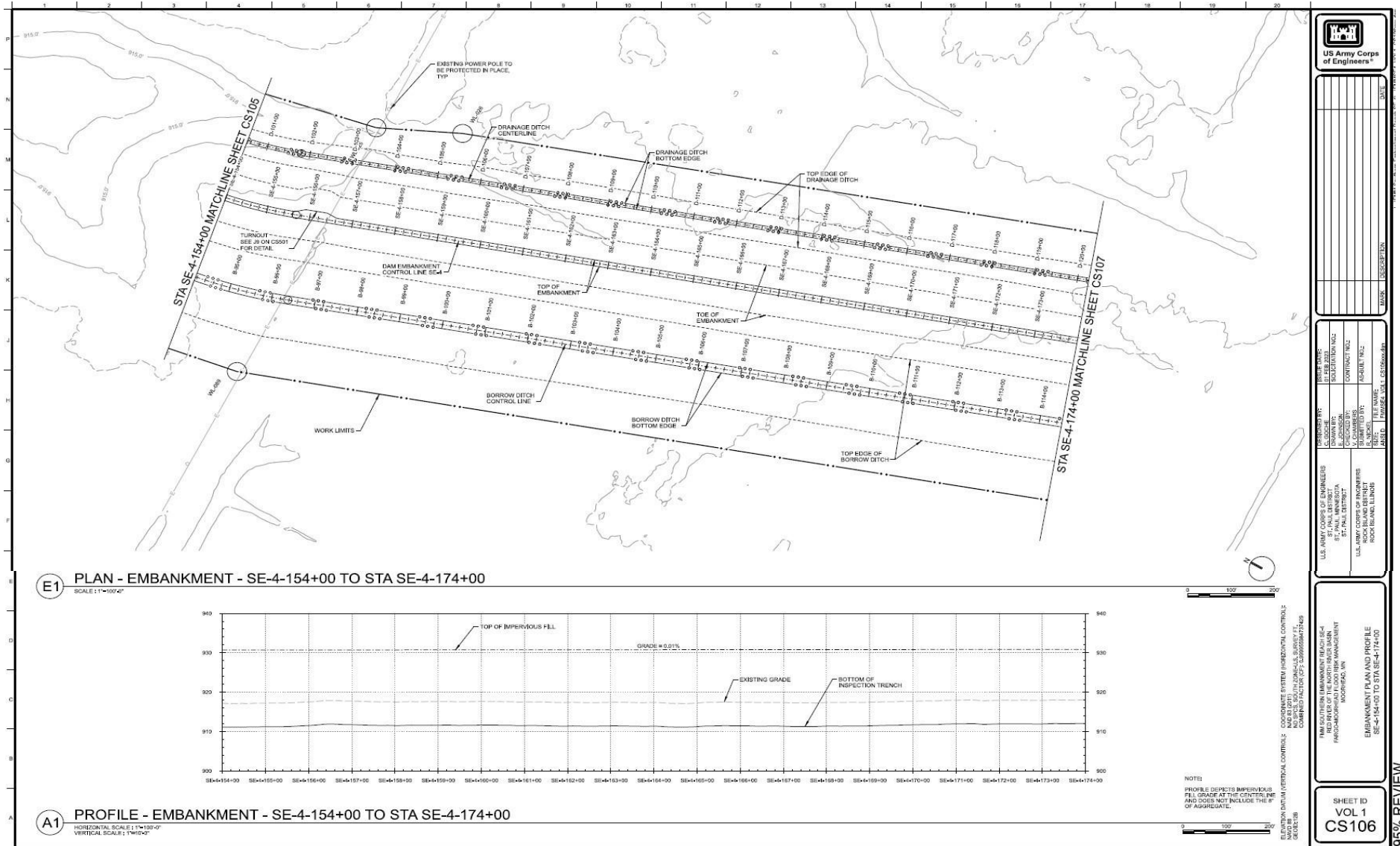


Exhibit C

EXHIBIT D

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 DRVIE
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



METRO
FLOOD
DIVERSION
AUTHORITY

Executive Director Report

MARCH 28, 2024

Martin Nicholson, Deputy Executive Director

Happenings

- ND DOT Conference presentation
- P3 Conference panel presentation
- FEMA meetings and tour
- Cass County Area Retired Teachers presentation



**RESOLUTION REQUESTING THAT CASS COUNTY
ACQUIRE ROAD RIGHTS-OF-WAY
(SWDCAI – Phase 4)**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on March 28, 2024

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

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Section 7. Effective Date 4

Section 8. Electronic Signatures 4

Member _____ introduced the following resolution and moved for its adoption:

**RESOLUTION REQUESTING THAT CASS COUNTY
ACQUIRE ROAD RIGHTS-OF-WAY
(SWDCAI – Phase 4)**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”), dated June 1, 2016, creating the Metro Flood Diversion Authority (the “Authority”); and

WHEREAS, section 4.04 of the JPA provides that the North Dakota Member Entities will be responsible for certain elements of the Comprehensive Project, including:

- (a) An approximately thirty (30) mile, 20,000 cubic feet per second (cfs) storm water diversion channel and associated features (“SWDCAI”);
- (b) The channel outlet;
- (c) The Rush and Lower Rush River hydraulic structures;
- (d) The Maple River aqueduct;
- (e) The Sheyenne River aqueduct;
- (f) The tie-in to USACE’s diversion inlet structure project;
- (g) Railroad bridges;
- (h) In-town levees located in the City of Fargo;
- (i) Road raises within the protected area, outside of any city limits;
- (j) The Oxbow-Hickson-Bakke levee;
- (k) Recreation features located in North Dakota;
- (l) Environmental mitigation features and associated structures for the SWDCAI located in North Dakota specifically within the channel mitigation features; and
- (m) Lands, easements, and rights-of-way; and

WHEREAS, article 12 of the JPA provides the Authority with the authorization to request that a Member Entity undertake certain elements of the Comprehensive Project; and

WHEREAS, on April 22, 2021, the Authority, Cass County, and the Cass County Joint Water Resource District (“CCJWRD”) entered into a Memorandum of Understanding (the “ROW MOU”), which outlined the roles and responsibilities of the Authority, Cass County, and CCJWRD regarding road rights-of-way acquired in North Dakota as part of land acquisition for the Project; and

WHEREAS, pursuant to the JPA and the ROW MOU, the Authority now desires to request that Cass County, as a North Dakota Member Entity, acquire certain rights-of-way that will be impacted by the construction of Phase 4 of the SWDCAI.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Metro Flood Diversion Authority:

Section 1. Definitions.

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

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota.

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

“CCJWRD” means the Cass County Joint Water Resource District, a political subdivision of the State of 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 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

“JPA” means the Joint Powers Agreement, dated June 1, 2016, by and between the Member Entities.

“Member Entity” the City of Moorhead, the City of Fargo, Cass County, Clay County, or CCJWRD.

“North Dakota Member Entity” means the City of Fargo, Cass County, or CCJWRD.

“Phase 4” means that portion of the SWDCAI that will be constructed from approximately County Road 6 to the diversion inlet structure.

“ROW” means the road right-of-way designated on Exhibit A as “Road Controlled by Cass County” on 45th Street Southeast, 81st Street South, and 112th Avenue South where such roads intersect Phase 4 of the SWDCAI.

“ROW MOU” means the Memorandum of Understanding, attached hereto as Exhibit B, by and between the Authority, Cass County, and CCJWRD, dated April 22, 2021, outlining the roles and responsibilities of the parties regarding road rights-of-way acquired in North Dakota as part of land acquisition for the Comprehensive Project.

“SEAI” means the Southern Embankment and Associated Infrastructure, including the diversion inlet structure, the connecting channel, Red River structure, the Wild Rice structure, and the southern embankment in its entirety, to be constructed as part of the Comprehensive Project.

“SWDCAI” shall have the same meaning as how it is defined in the recitals in this resolution.

Section 2. ROW Acquisition.

(a) The Authority hereby formally requests that Cass County acquire the ROW through the process set forth in the ROW MOU for Phase 4 of the SWDCAI.

(b) Following the Effective Date, the Authority will notify all landowners, by certified mail, within a minimum distance of one thousand (1,000) feet of the ROW of its request to Cass County.

Section 3. Permanent Obstruction Authorization.

In conjunction with the Authority’s request to Cass County, pursuant to the terms of the ROW MOU, CCJWRD will file a request with Cass County to permanently obstruct the ROW with Phase 4 of the SWDCAI. CCJWRD will also notify all landowners within a minimum distance of one thousand (1,000) feet of the ROW of its request to Cass County.

Section 4. Reimbursement.

The Authority will reimburse Cass County for any reasonable costs or expenses related to acquisition of the ROW following the submission of a payment request from Cass County.

Section 5. Joint Powers Agreement and ROW MOU.

Nothing herein is intended to conflict with the terms and conditions of the JPA or the ROW MOU; rather, this resolution is intended to supplement the JPA and ROW MOU. In the event there is a conflict between this resolution, the JPA, and/or the ROW MOU, the JPA takes precedence over this resolution and the ROW MOU and the ROW MOU takes precedence over this resolution.

Section 6. North Dakota Law Applies.

This resolution will be controlled by the laws of the State of North Dakota, and any claims arising out of or pertaining to this resolution will be filed, heard, and decided in the state district court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 7. Effective Date.

This resolution will take effect immediately upon adoption.

Section 8. Electronic Signatures.

Electronic signatures to this resolution shall be valid as original signatures and shall be valid to bind the Authority. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Dated: _____, 2024.

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

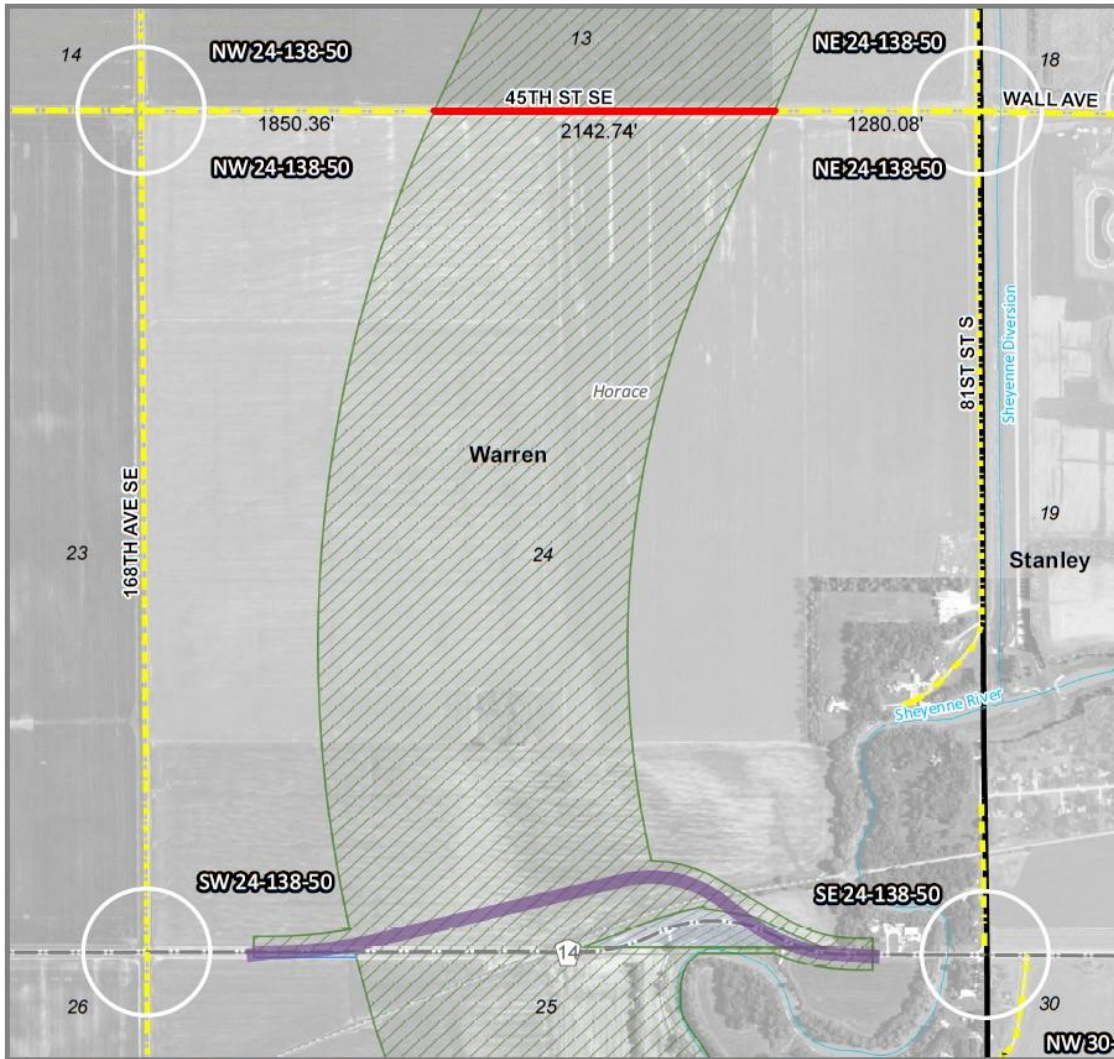
Michelle (Shelly) A. Carlson, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote, the following Members voted in favor thereof: _____ . The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A ROAD RIGHT-OF-WAY



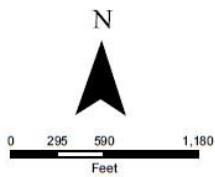
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Produced By: hrcorads - AE2S, Inc. | C:\Data\Projects\GIS\Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Overall LA Maps\County Res Mapbook MOU Revisions Dec 2024.mxd

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|--|------------------------|--|-------------------------------------|
| | Channel/SE Crossings | | Road Controlled by Cass County |
| | Township Boundary | | Road Controlled by Township or City |
| | Project Limits | | County Road |
| | Temporary Construction | | State or US Highway |
| | MOU | | |

Page: 1

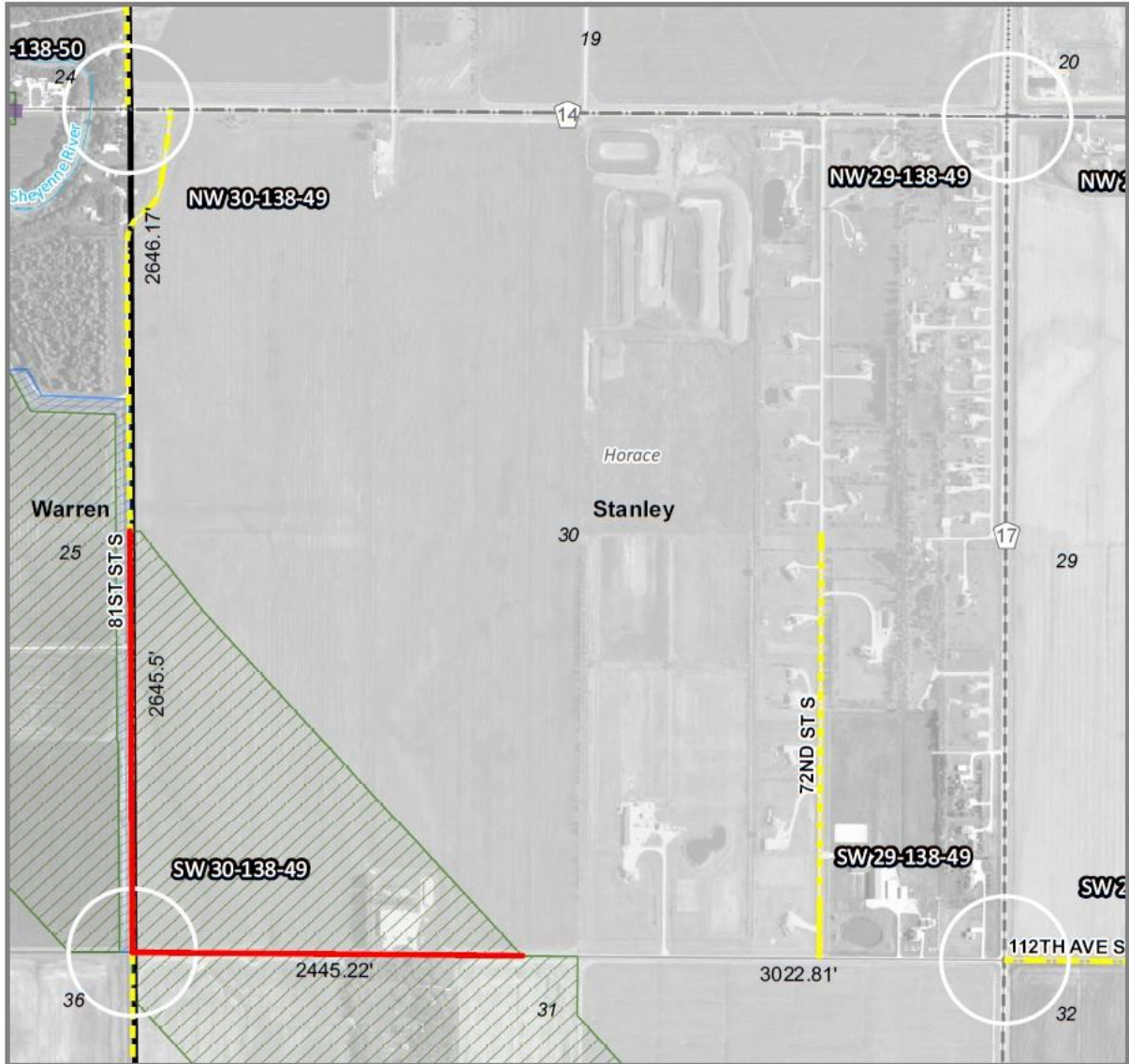
Vacated portions will be defined by plat.
Dimensions are GIS measurements.



Warren Township

FM Area Diversion
Map Date: 2/12/2024





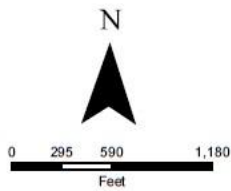
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Produced By: hrc@ae2s.com - AE2S, Inc. | C:\Data\Projects\GIS\Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Overall LA Maps\County Res Mapbook MOU Revisions Dec 2024.mxd

| | | | |
|--|------------------------|--|-------------------------------------|
| | Channel/SE Crossings | | Road Controlled by Cass County |
| | Township Boundary | | Road Controlled by Township or City |
| | Project Limits | | County Road |
| | Temporary Construction | | State or US Highway |
| | MOU | | |

Page: 2

Vacated portions will be defined by plat.
Dimensions are GIS measurements.



Stanley Township

FM Area Diversion
Map Date: 2/12/2024



EXHIBIT B

ROW MOU

(Please see the following twenty-nine (29) pages.)

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
CASS COUNTY, NORTH DAKOTA
AND
CASS COUNTY JOINT WATER RESOURCE DISTRICT

Dated as of April 22, 2021

Relating to:

A Memorandum of Understanding outlining the roles and responsibilities of the Parties regarding road rights-of-way acquired in North Dakota as part of land acquisition for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made effective as of April 22, 2021 (the “Effective Date”), between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”); CASS COUNTY, NORTH DAKOTA, a political subdivision of the State of North Dakota (the “County”); and CASS COUNTY JOINT WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (“CCJWRD”).

WHEREAS, Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-221, authorized construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, now defined as the Comprehensive Project; and

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

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

WHEREAS, the Member Entities, including the County and CCJWRD, created the Authority pursuant to the Joint Powers Agreement to undertake and fulfill the Non-Federal Sponsors’ legal obligations under the PPA; and

WHEREAS, one such obligation of the Authority is to acquire all property interests necessary for the construction, operation, and maintenance of the Comprehensive Project; and

WHEREAS, pursuant to section 4.03 of the Joint Powers Agreement, the Authority will generally allocate its responsibilities under the PPA to the Member Entities; and

WHEREAS, the Authority has allocated the responsibility of acquiring all property interests necessary for the construction, operation, and maintenance of the Comprehensive Project in North Dakota to CCJWRD; and

WHEREAS, part of CCJWRD’s responsibility to acquire all property interests includes the responsibility to obtain property interests in road rights-of-way that will be turned over to the contractors of the Comprehensive Project and obstructed by the same; and

WHEREAS, the County will assist CCJWRD in the acquisition of road rights-of-way for the Comprehensive Project; and

WHEREAS, following acquisition but prior to Turnover for construction, the Parties desire to leave the road rights-of-way open for public travel; and

WHEREAS, the Parties desire to enter into this MOU to set forth their respective roles and responsibilities for operating and maintaining the road rights-of-way prior to and following Turnover.

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

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

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

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

“Best Efforts” means an individual or entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this MOU, in accordance with 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 State of North Dakota public holiday.

“Cass County Joint Water Resource District” or **“CCJWRD”** means the Cass County Joint Water Resource District, a political subdivision of the State of 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 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

“Construction Site” means the site defined (i) by the Project Agreement between the Authority and the Developer to be utilized by the Developer for the construction of the SWDCAI, (ii) by a construction contract between the Authority and a Third Party Contractor to be utilized

by the Third Party Contractor for construction of Non-Federal Work, or (iii) by a construction contract between USACE and its contractor to be utilized by such contractor for the construction of Federal Work.

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

“Developer” means the individual, partnership, corporation, or joint venture that enters the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this MOU include references to other Person engaged by the Developer to complete such work.

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

“Extraordinary Maintenance” means any repairs or maintenance that is required for the ROW outside of Routine Maintenance.

“Federal Work” means that portion of the Comprehensive Project consisting of the diversion inlet structure, the control structures on the Red River and Wild Rice River; the southern embankment; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features not included in the Non-Federal Work.

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

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

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

“Non-Federal Work” means that portion of the Comprehensive Project consisting of the SWDCAI; the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the diversion channel and associated structures for the diversion channel; and applicable pre- and post-monitoring and adaptive management for the Comprehensive Project.

“NTP1” means as defined by the Project Agreement.

“Original Term” means as defined in Section 6.01.

“Party” means the Authority, the County, or CCJWRD, as the context requires, and its respective representatives, successors, and assigns.

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

“PPA” means the Project Partnership Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority for Construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 11, 2016, and any amendments thereto.

“Project Agreement” means the contract between the Authority and the Developer for the Developer to design, build, finance, operate, and maintain the SWDCAI.

“Project Limits” means the permanent property interests necessary for the construction of the Comprehensive Project, as currently projected on Exhibit A.

“Renewal Term” means as defined in Section 6.01.

“Road ROW” means the thirty-three (33) foot road right-of-way on either side of a section line.

“Routine Maintenance” means as defined in Section 3.02.

“ROW” means the Road ROW and Vacated ROW collectively.

“SWDCAI” means an approximately 30-mile, 20,000 cubic feet per second (cfs) diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; and associated railroad bridges.

“Third Party Contractor” means a contractor engaged by the Authority to perform Non-Federal Work other than the SWDCAI.

“Turnover” means (i) in terms of a USACE contractor or a Third Party Contractor, the date, as defined by the applicable construction contract, on which the contracting entity provides control of a Construction Site to the contractor for the contractor to commence construction thereon, or (ii) in terms of the Developer, the date preceding the date on which the Developer commences construction on a Construction Site.

“Vacated ROW” means that portion of the thirty-three (33) foot road right-of-way on either side of 173rd Avenue Southeast that was platted and vacated in the FMD – Pleasant Subdivision, Cass County, North Dakota.

Section 1.02 INTERPRETATION. The definition of terms herein shall apply equally to the singular and plural forms of the term defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless

the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person's permitted successors and assigns, (c) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this MOU in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this MOU, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II. PRE-CONSTRUCTION SITE CONTROL

Section 2.01 LAND ACQUISITION PROCESS. Road ROW in North Dakota, and the authority to construct the Comprehensive Project upon, over, and across such Road ROW, will be acquired through the following means:

(a) The Authority will request that the County take over Road ROW, pursuant to N.D.C.C. § 24-05-09, based on the design of the Comprehensive Project. The current projected Project Limits of the Comprehensive Project, and the corresponding impacted Road ROW, are included in Exhibit A.

(b) In conjunction with the Authority's request for Road ROW takeover, CCJWRD will file a request with the County to permanently obstruct such Road ROW, pursuant to N.D.C.C. § 24-06-28, with the applicable element of the Comprehensive Project. If CCJWRD's request is granted by the County, the intent is to allow the Road ROW to remain open until, as set forth in Section 3.01, construction on the applicable element of the Comprehensive Project is scheduled to commence.

(c) Upon making their requests to the County, the Authority and CCJWRD will notify all landowners, by certified mail, within a minimum distance of one thousand (1,000) feet of the Road ROW.

(d) In response to the requests, the County will set a time and place for a hearing on the requests, and at least thirty (30) days prior to the date of the hearing, it will provide notice to all landowners within a minimum distance of one thousand (1,000) feet of the Road ROW of the time and place set for the hearing.

(e) The County will hold a public hearing on the requests at the time and place set, and if appropriate following the hearing, it will (i) adopt a resolution granting the Authority's request and take over the Road ROW and (ii) adopt a resolution granting CCJWRD's request and allow the permanent obstruction of said Road ROW at an applicable time.

Section 2.02 NON-FEDERAL WORK AREAS. Prior to the Turnover of a Construction Site that includes Road ROW from the Authority to the Developer or a Third Party Contractor, the

County will have control of the Road ROW and will have the authority to make day-to-day decisions about the operation of the Road ROW. This authority includes the ability to temporarily close a Road ROW as needed in the discretion of the County. If the County decides to temporarily close a Road ROW, it will be responsible for placing barriers and, whenever possible, providing two (2) weeks' prior notification to the Authority and CCJWRD of such closure.

Section 2.03 FEDERAL WORK AREAS. Prior to the Turnover of a Construction Site that includes Road ROW from USACE to its construction contractor, the County will have control of the Road ROW and will have the authority to make day-to-day decisions about the operation of the Road ROW. This authority includes the ability to temporarily close a Road ROW as needed in the discretion of the County. If the County decides to temporarily close a Road ROW, it will be responsible for placing barriers and, whenever possible, providing two (2) weeks' prior notification to the Authority and CCJWRD of such closure.

Section 2.04 PUBLIC USE OF ROAD ROW AND PLATTING. The Parties intend that although CCJWRD may have authorization to permanently obstruct the Road ROW with the Comprehensive Project, the Road ROW will remain open for public use until the notices, as described in Section 3.01, are received. Following Turnover of a Construction Site that includes Road ROW, CCJWRD will use its Best Efforts as applicable fee simple is acquired to plat and vacate the Road ROW.

Section 2.05 VACATED ROAD ROW. CCJWRD will allow the Vacated ROW, although a private drive following vacation, to remain open for public travel. Prior to the recommencement of construction on the Vacated ROW by USACE's construction contractor, the County will have control of the Vacated ROW and will have the authority to make day-to-day decisions about the operation of the Vacated ROW. This authority includes the ability to temporarily close the Vacated ROW as needed in the discretion of the County. If the County decides to temporarily close the Vacated ROW, it will be responsible for placing barriers and, whenever possible, providing two (2) weeks' prior notification to the Authority and CCJWRD of such closure.

ARTICLE III. MAINTENANCE

Section 3.01 RESPONSIBILITY.

(a) Developer Works. The County will be responsible for performing all Routine Maintenance and Extraordinary Maintenance on the ROW until Turnover to the Developer, which will occur following notice from the Developer as set forth herein. The Developer will be responsible for notifying the Authority at least ninety (90) calendar days prior to the commencement of construction on the ROW. The Authority will notify the County and CCJWRD as soon as possible after its receipt of notice from the Developer. This notice will allow CCJWRD to exercise its authorization to permanently obstruct the ROW, which will include posting signs, in coordination with the County, stating the dates of the road closure and coordinating with the Developer for traffic control signage.

(b) Third Party Contractor Works. The County will be responsible for performing all Routine Maintenance and Extraordinary Maintenance on the ROW until Turnover to the Third

Party Contractor, which is currently anticipated to be close in time to the commencement of construction. The Authority must give the County and CCJWRD at least ninety (90) calendar days' written notice of when it is anticipated the Third Party Contractor will begin construction on the ROW. This notice will allow CCJWRD to exercise its authorization to permanently obstruct the ROW, which will include posting signs, in coordination with the County, stating the dates of the road closure and coordinating with the Third Party Contractor for traffic control signage.

(c) USACE Contractor Works. The County will be responsible for performing all Routine Maintenance and Extraordinary Maintenance on the ROW until Turnover to the USACE construction contractor, which is currently anticipated to be close in time to the commencement of construction. The Parties will work with USACE to get as much notice as possible regarding the scheduled date for the commencement of construction. Upon receipt of this notice, CCJWRD will exercise its authorization to permanently obstruct the ROW, which will include posting signs, in coordination with the County, stating the dates of the road closure and coordinating with the USACE Contractor for traffic control signage.

Section 3.02 MAINTENANCE REQUIREMENTS. The County will perform, or ensure the performance of, the following maintenance tasks on the ROW (collectively, "Routine Maintenance"):

- (a) The ROW will be graded twice a calendar month.
- (b) A 3-inch minimum thickness of gravel will be maintained.
- (c) The graded cross slopes across each lane will match its existing range of two percent (2%) to four percent (4%). If the current infield slope is not within that range, it will be upgraded to the two percent (2%) to four percent (4%) range.
- (d) Class 13 gravel will be placed for any aggregate needs.
- (e) Snow removal along the ROW will be dependent on the applicable township's current plow locations. The township will need to provide information to the County if a certain ROW was being plowed as needed by the township or private individuals in the winter.

Section 3.03 COUNTY REIMBURSEMENT. The County may seek reimbursement from the Authority, as set forth herein, for costs and expenses incurred for Routine Maintenance and Extraordinary Maintenance; provided, however, the County must seek prior written approval from both CCJWRD and the Authority before performing Extraordinary Maintenance that exceeds \$5,000.

Section 3.04 TOWNSHIP INVOLVEMENT. The County may engage an applicable township to perform Routine Maintenance. Reimbursement for such work, however, may be submitted by either the County or the township.

Section 3.05 SECURING CONSTRUCTION SITES. The Authority will include in the Project Agreement and in its construction contract with the Third Party Contractor that the Developer and the Third Party Contractor, respectively, are responsible for securing the ROW, upon the

commencement of construction, to limit public travel on the ROW. The Parties will work with USACE for USACE to include in its construction contract that the contractor is responsible for securing the ROW, upon commencement of construction, to limit public travel on the ROW.

**ARTICLE IV.
IMPACTED LANDS**

Section 4.01 ROW. As set forth herein, the County will secure ROW, either inside or outside the Project Limits, to the extent necessary to allow for construction of the Comprehensive Project. CCJWRD will be responsible for securing property interests other than ROW that are necessary to construct termination tees.

Section 4.02 OBLITERATION. Following construction of the Comprehensive Project and the termination tees, the Parties will obliterate that portion of the ROW that exists between the termination tees and Project Limits that will no longer be utilized as a road. Timing of each obliteration will be agreed upon by the Parties. The Authority will be responsible for all costs and expenses associated with obliteration and will be responsible for hiring a contractor for the obliteration work. The Authority will indemnify the County and CCJWRD for all obliteration work done on the ROW.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

Section 5.01 JOINT POWERS AGREEMENT.

(a) Pursuant to section 15.05 of the Joint Powers Agreement, the Authority agreed to defend and indemnify the Member Entities, including both the County and CCJWRD, for any liability claims arising from the Authority’s activities or operations, decisions of the Authority, or arising out of or regarding the Comprehensive Project.

(b) The Parties acknowledge and agree that section 15.05 of the Joint Powers Agreement is applicable to the County’s and CCJWRD’s control of the ROW and the County’s maintenance of the ROW. As a result, the Authority will indemnify both CCJWRD and the County from third party claims relating to the ROW.

(c) The Authority has secured a commercial general limited liability policy from the North Dakota Insurance Reserve Fund (“NDIRF”) and has listed both the County and CCJWRD as additional insureds under such policy. The Authority will continue to maintain such policy, or a like policy, in accordance with the terms of the Joint Powers Agreement and continue to list both the County and CCJWRD as additional insureds during the term of this MOU.

Section 5.02 GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT. Notwithstanding anything herein to the contrary, the Authority will not indemnify the County for grossly negligent or willful misconduct committed by the Person engaged by the County to perform maintenance. In lieu of such indemnification, the County must include in its maintenance contract that the contractor shall procure and maintain commercial general liability in the amount of \$3,000,000 and must name the County, CCJWRD, and the Authority as additional insureds under such policy.

Section 5.03 DEVELOPER CONSTRUCTION. The Developer will be responsible for procuring and maintaining the insurance set forth in the Project Agreement. The Authority will include provisions in the Project Agreement requiring the Developer (i) to procure and maintain commercial general liability in the amount of \$1,000,000 per occurrence and \$10,000,000 annual aggregate and must name CCJWRD, the County, and the Authority as additional insureds under such policy, and (ii) to indemnify and hold harmless CCJWRD, the County, and the Authority for construction performed on the ROW.

Section 5.04 THIRD PARTY CONTRACTOR CONSTRUCTION. Upon Turnover, the Third Party Contractor will be responsible for procuring and maintaining insurance requirements set forth in the construction contract. The Authority will include provisions in the construction contract requiring the Third Party Contractor (i) to procure and maintain commercial general liability in the amount of \$3,000,000 and must name CCJWRD, the County, and the Authority as additional insureds under such policy, and (ii) to indemnify and hold harmless CCJWRD, the County, and the Authority for construction performed on the ROW.

Section 5.05 USACE CONTRACTOR CONSTRUCTION. Upon Turnover, the USACE contractor will be responsible for procuring and maintaining insurance requirements set forth in the construction contract. The Authority will coordinate with USACE regarding insurance requirements for the contractor.

ARTICLE VI. TERM AND TERMINATION

Section 6.01 TERM. The Original Term of this MOU will be for two (2) years from the Effective Date. The MOU will automatically renew for successive one (1) year additional terms (each, respectively, a “Renewal Term”) unless the Parties mutually agree, in writing, to terminate this MOU.

Section 6.02 AGREEMENT. The Parties may mutually agree, in writing, at any time, to terminate this MOU.

ARTICLE VII. DISPUTE RESOLUTION

Section 7.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this MOU 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 MOU. If disputes cannot be resolved informally by the Parties, the following procedures will be used.

Section 7.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator and will equally split any costs for mediation services.

Section 7.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

Section 7.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the State District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 7.05 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 MOU, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS MOU, 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 MOU. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS MOU. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE VIII. REIMBURSEMENT

Section 8.01 COSTS AND EXPENSES. Between the Effective Date and Turnover of a ROW, the County may seek reimbursement from the Authority for costs and expenses incurred for Routine Maintenance and Extraordinary Maintenance.

Section 8.02 INVOICING.

(a) The County 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 County will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to kbakkegard@fmdiversion.gov.

(b) The County's invoices must be detailed and precise, clearly indicate fees and expenses, and include at least the following information:

- (1) The County's name and address;
- (2) The County's federal employer identification number;
- (3) Unique invoice number;
- (4) Billing period;
- (5) Description of each activity performed for each day in which services were performed;

- (6) Work order number associated with each activity;
- (7) Name, billing rate, hours worked by each person involved in each activity;
- (8) Total amount of fees and costs “billed to date,” including the preceding months;
- (9) Preferred remittance address, if different from the address on the invoice’s coversheet; and
- (10) All of the work performed during that billing period.

(c) After the Authority receives a County invoice, the Authority will either process the invoice for payment or give the County specific reasons, in writing, within fifteen (15) Business Days, why part or all of the Authority’s payment is being withheld and what actions the County must take to receive the withheld payment.

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

(e) 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 County must credit any payment error from any payment that is due or that may become due to the County under this MOU.

ARTICLE IX. MISCELLANEOUS

Section 9.01 COMPLETE AGREEMENT. This MOU 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, among the Parties with respect to their subject matter.

Section 9.02 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 9.03 AMENDMENTS. This MOU may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this MOU.

Section 9.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid

for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this MOU.

Section 9.05 FORCE MAJEURE. A Party will not be liable to the others during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Parties of the same.

Section 9.06 AUTHORIZED REPRESENTATIVES. Each Party hereby designates the following individual as its initial authorized representative, respectively, to administer this MOU on its respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) County Representative: Jason Benson, County Engineer
- (c) CCJWRD Representative: Carol Harbeke Lewis, Secretary-Treasurer

Section 9.07 NOTICE.

(a) All notices under the MOU will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication followed by a hard copy, to the following addresses.

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

Director of Engineering
Box 2806
207 4th Street North
Suite A
Fargo, North Dakota 58102

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

County Engineer
1201 Main Avenue West
West Fargo, North Dakota 58078

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

CCJWRD Secretary-Treasurer
1201 Main Avenue West
West Fargo, North Dakota 58078

(e) 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 sent by facsimile after 4:00 p.m. central time and all other notices received after 5:00 central time will be deemed received on the first Business Day following delivery.

Section 9.08 GOVERNING LAW. This MOU will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 9.09 CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Parties for work regarding other aspects of the Comprehensive Project.

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

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this MOU on the 22nd day of April, 2021

METRO FLOOD DIVERSION
AUTHORITY

By: *Shelly Carlson*
Michelle (~~Shelly~~) A. Carlson, Chair

By: *Joel Paulsen*
Joel Paulsen, Executive Director


ATTEST:

Dawn Lindblom
Dawn Lindblom, Secretary

Signature Page for Cass County, North Dakota

The governing body of Cass County, North Dakota, approved this MOU on the 19 day of April, 2021.

CASS COUNTY, NORTH DAKOTA

By: 
Chad Peterson, Chair of the Board of
County Commissioners

ATTEST:


Michael Montplaisir, County Auditor

Signature Page for the Cass County Joint Water Resource District

The governing body of the Cass County Joint Water Resource District approved this MOU on the 22 day of April, 2021.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

By: 

Dan Jacobson, Chair

ATTEST:


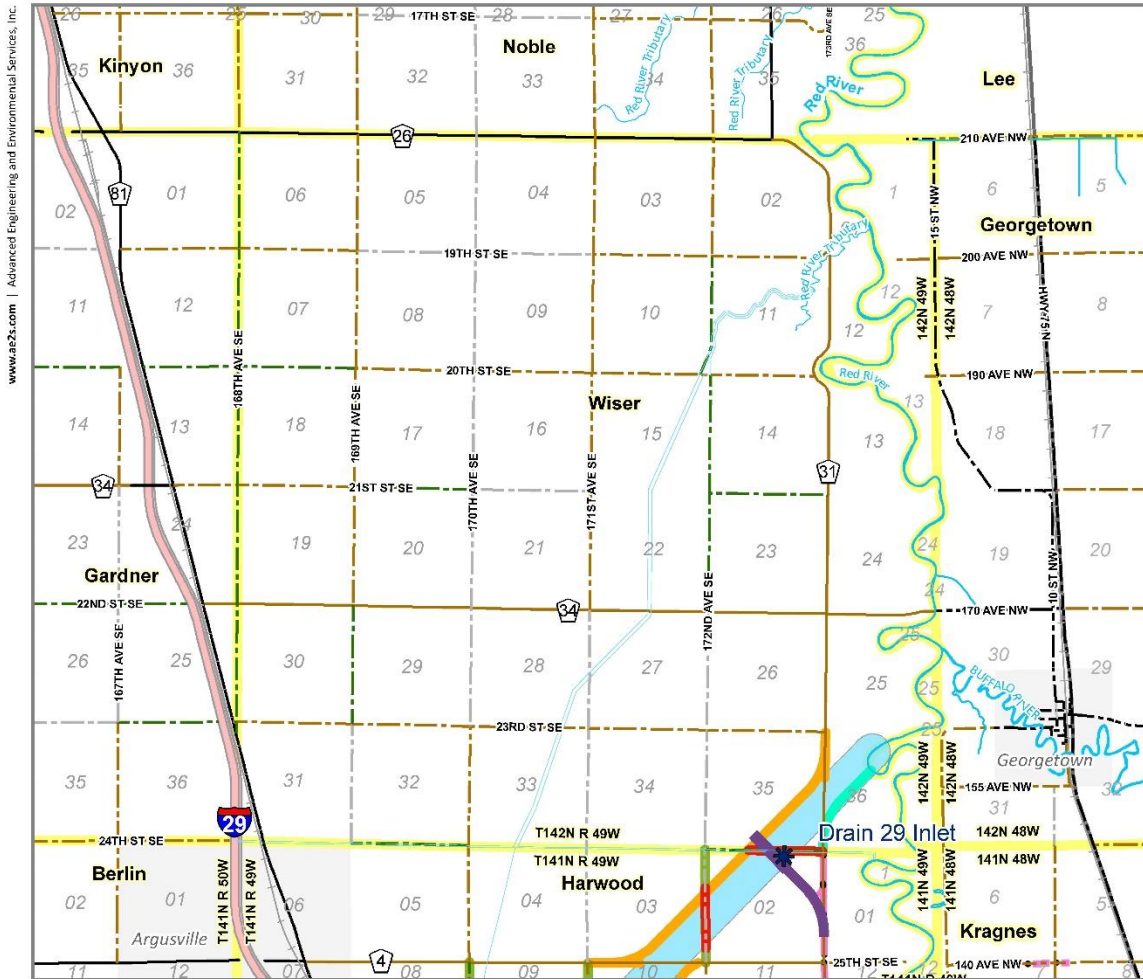
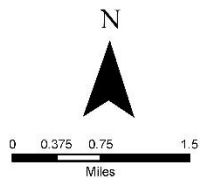

Carol Harbeke Lewis, Secretary-Treasurer

EXHIBIT A COMPREHENSIVE PROJECT IMPACTS MAPS



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| | Aqueduct | | Township Road Closure | | Township - Trail/Grass | | County Road - Gravel |
| | Inlet Structures | | Township Road Can Remain Open | | Township - Unimproved | | County Road - Paved |
| | Drain Crossings | | Mobility Improvements | | Township - Dirt | | State or US Highway |
| | Channel/SE Crossings | | New Gravel Road | | Township - Gravel | | Interstate |
| | Channel | | Other Agency Roadway Improvements | | Township - Paved | | Township Boundary |
| | Railroad | | | | | | |

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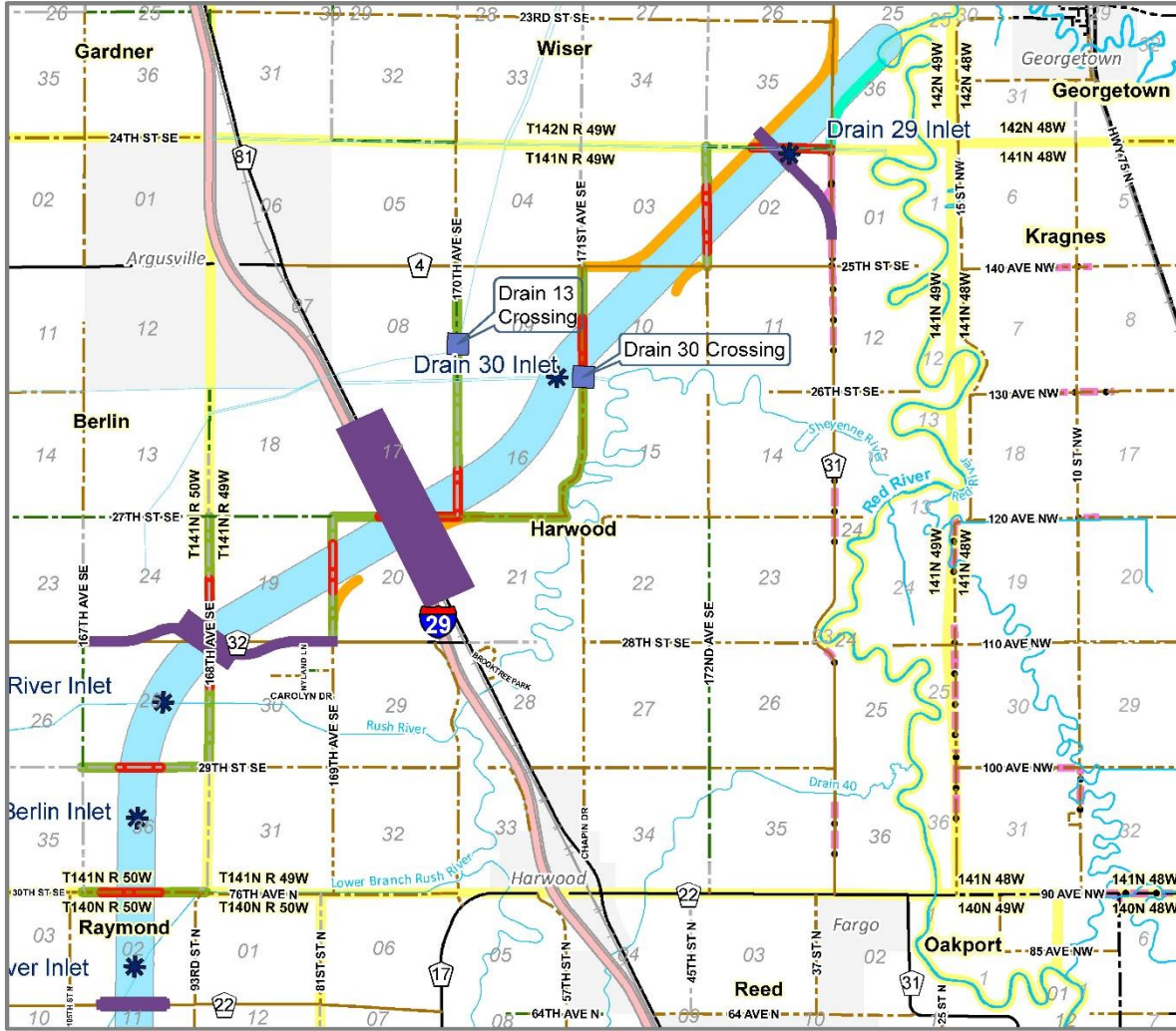


Wisner

FM Area Diversion
Map Date: 10/7/2020

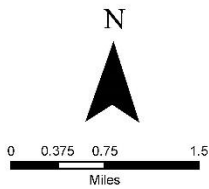


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| | Aqueduct | | Township Road Closure |
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| | Drain Crossings | | Mobility Improvements |
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| | | | Township - Unimproved |
| | | | Township - Dirt |
| | | | Township - Gravel |
| | | | Township - Paved |
| | | | County Road - Gravel |
| | | | County Road - Paved |
| | | | State or US Highway |
| | | | Interstate |
| | | | Township Boundary |

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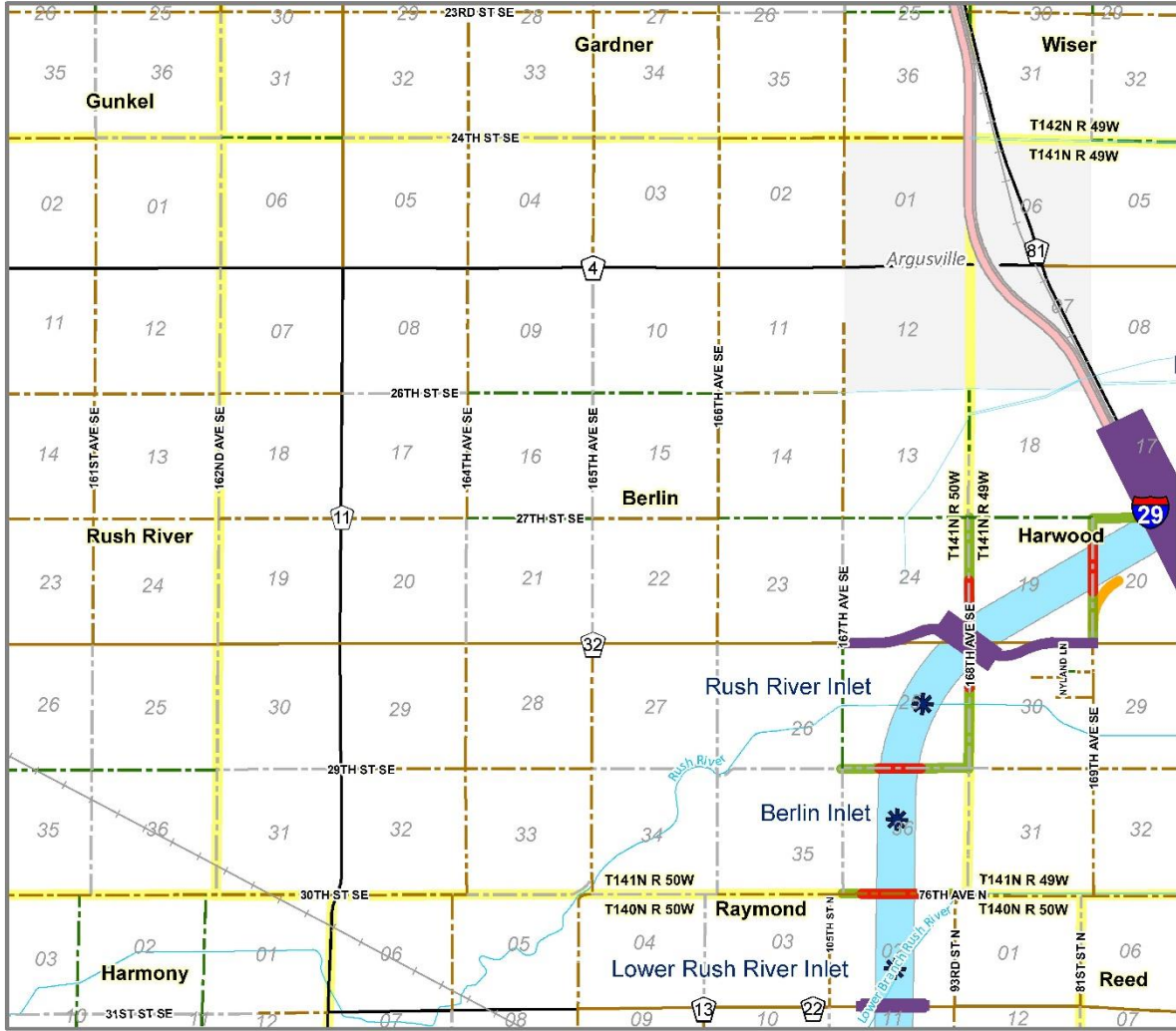


Harwood

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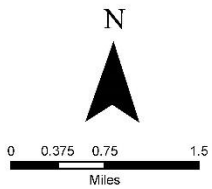


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| | Aqueduct | | Township Road Closure |
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| | Channel | | Other Agency Roadway Improvements |
| | Railroad | | Township - Paved |
| | Township - Trail/Grass | | County Road - Gravel |
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| | Township - Dirt | | State or US Highway |
| | Township - Gravel | | Interstate |
| | Township Boundary | | Township Boundary |

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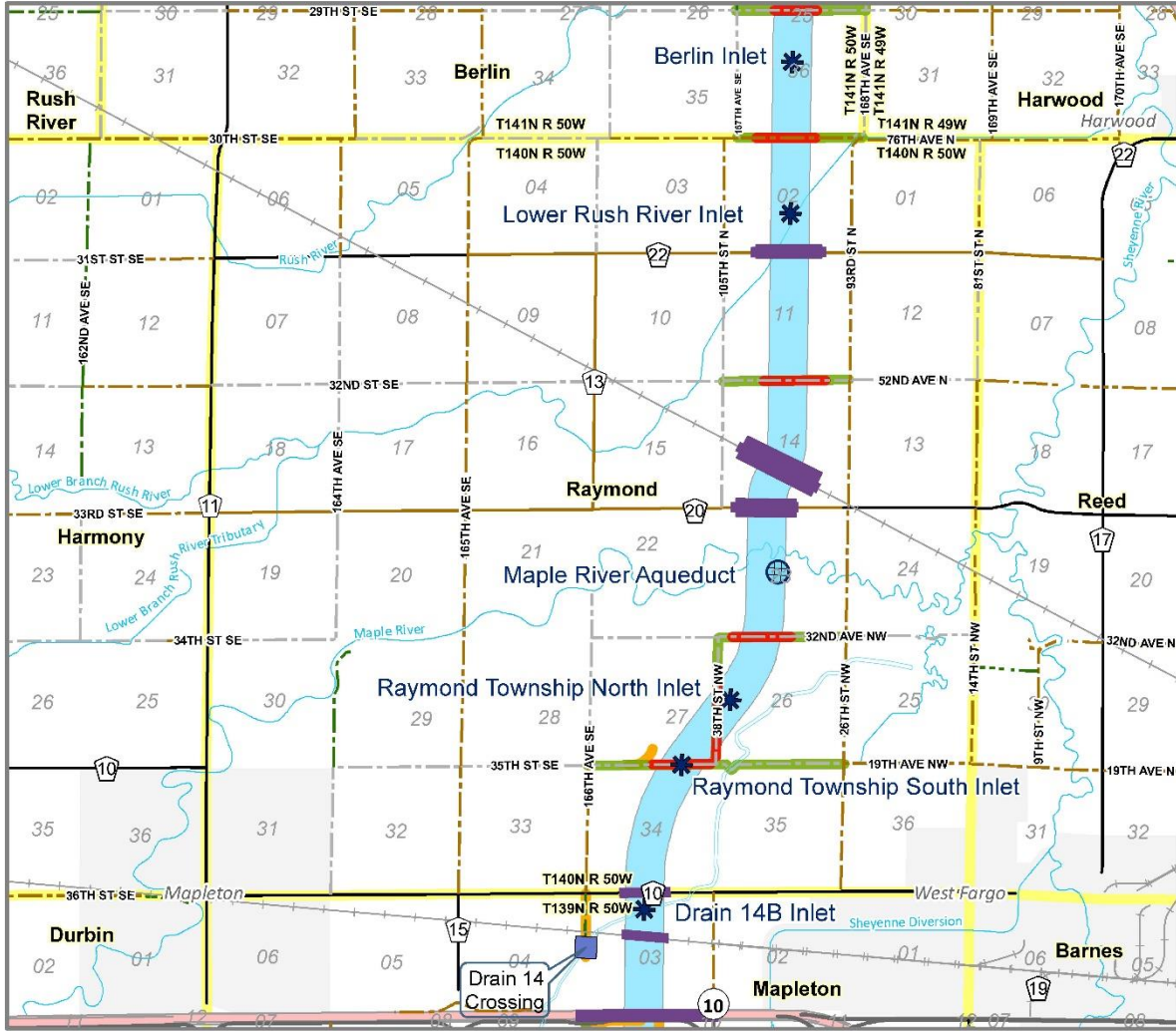


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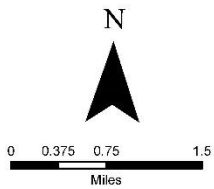


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| | Aqueduct | | Township Road Closure |
| | Inlet Structures | | Township Road Can Remain Open |
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| | | | Township Boundary |

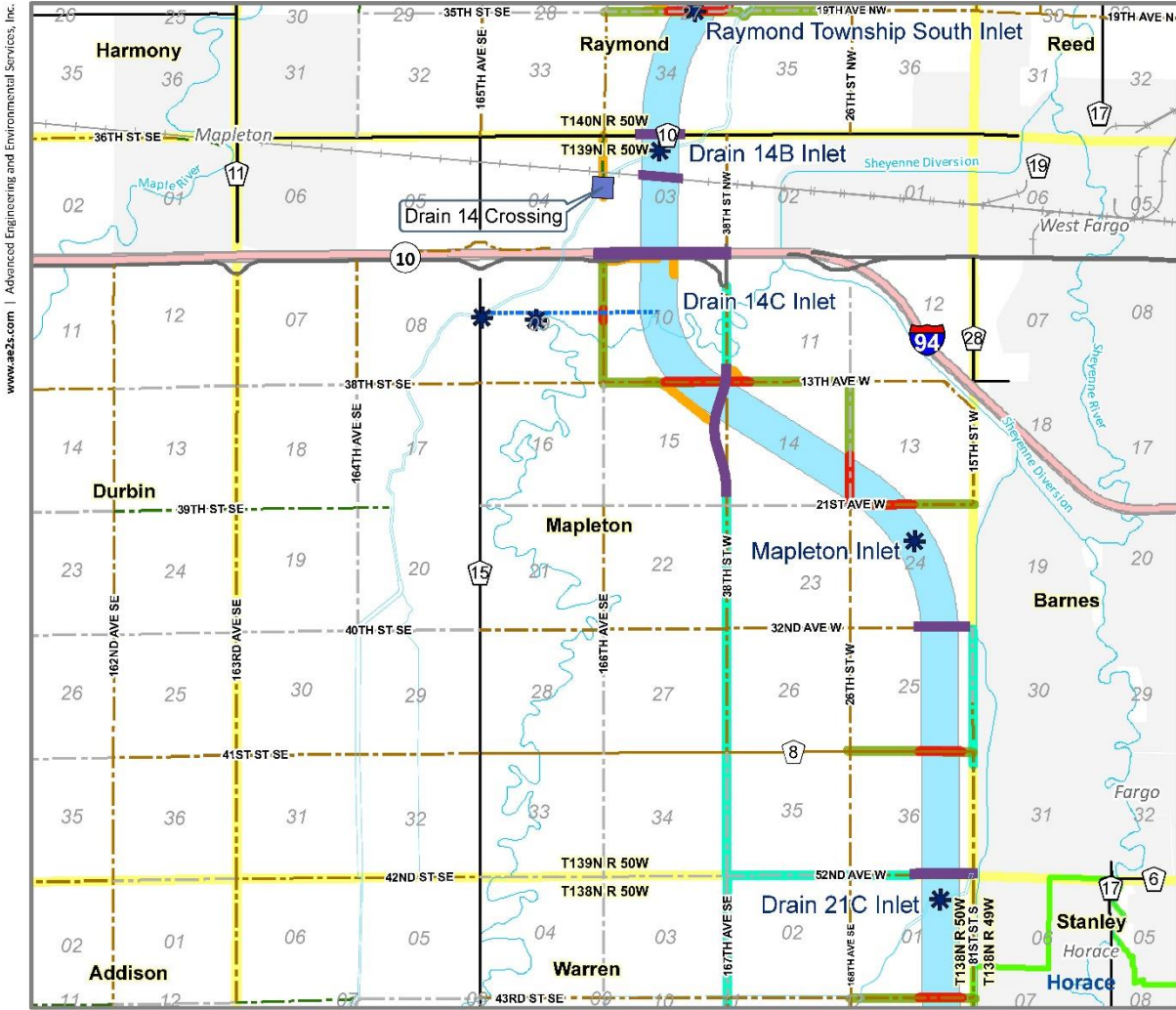
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Raymond

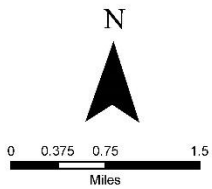
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| | Drain Crossings | | Mobility Improvements |
| | Channel/SE Crossings | | New Gravel Road |
| | Channel | | Other Agency Roadway Improvements |
| | Drain Construction | | Railroad |
| | Township - Trail/Grass | | County Road - Paved |
| | Township - Unimproved | | Interstate |
| | Township - Dirt | | Township Boundary |
| | Township - Gravel | | City of Horace |
| | Township - Paved | | |

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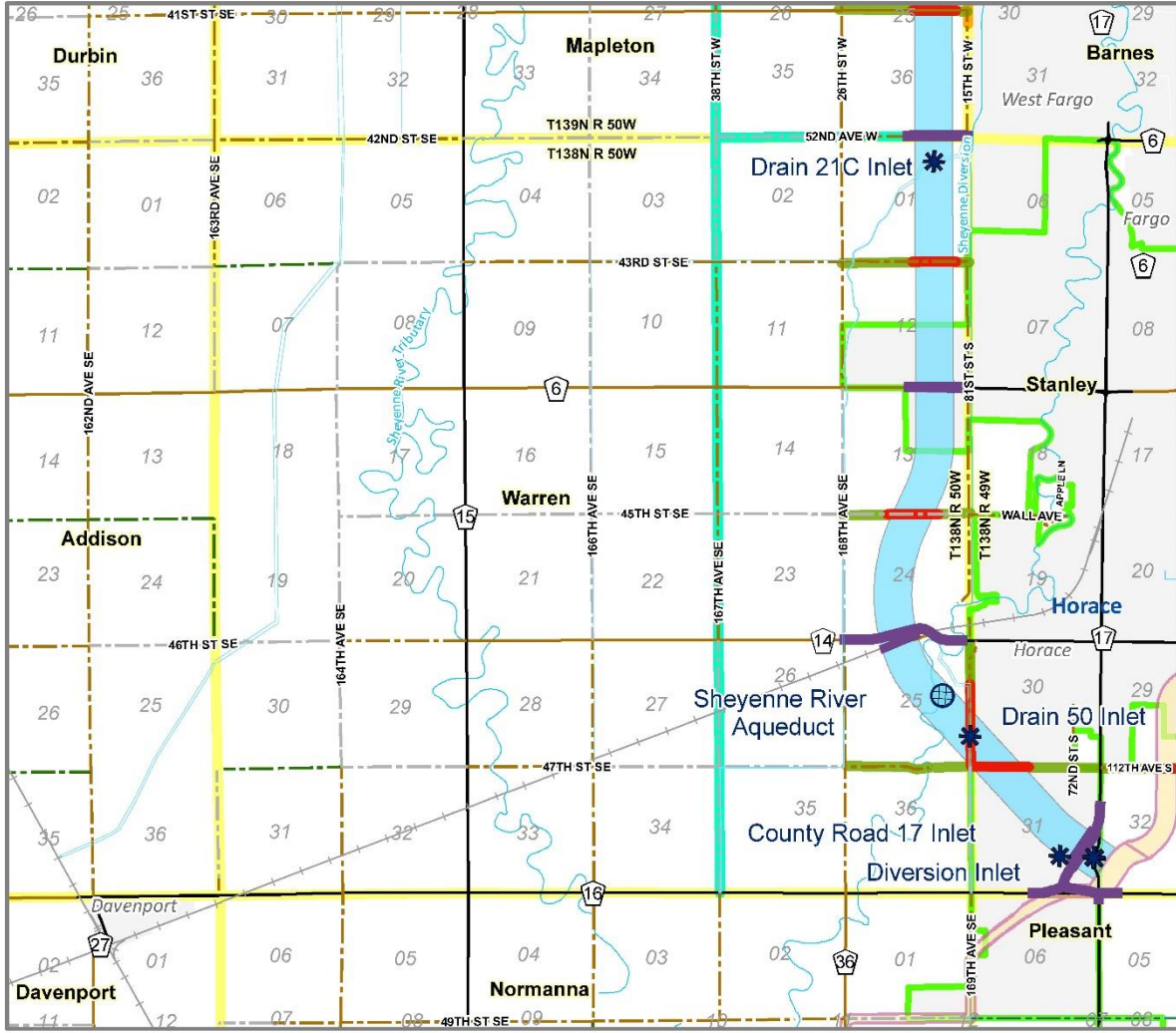


Mapleton

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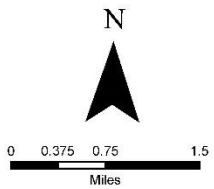


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| | Aqueduct | | Township Road Closure |
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| | Drain Crossings | | Mobility Improvements |
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| | Channel | | Township - Unimproved |
| | Southern Embankment | | Township - Gravel |
| | Railroad | | Township - Paved |
| | Township - Trail/Grass | | County Road - Paved |
| | Township - Dirt | | Interstate |
| | Township Boundary | | City of Horace |

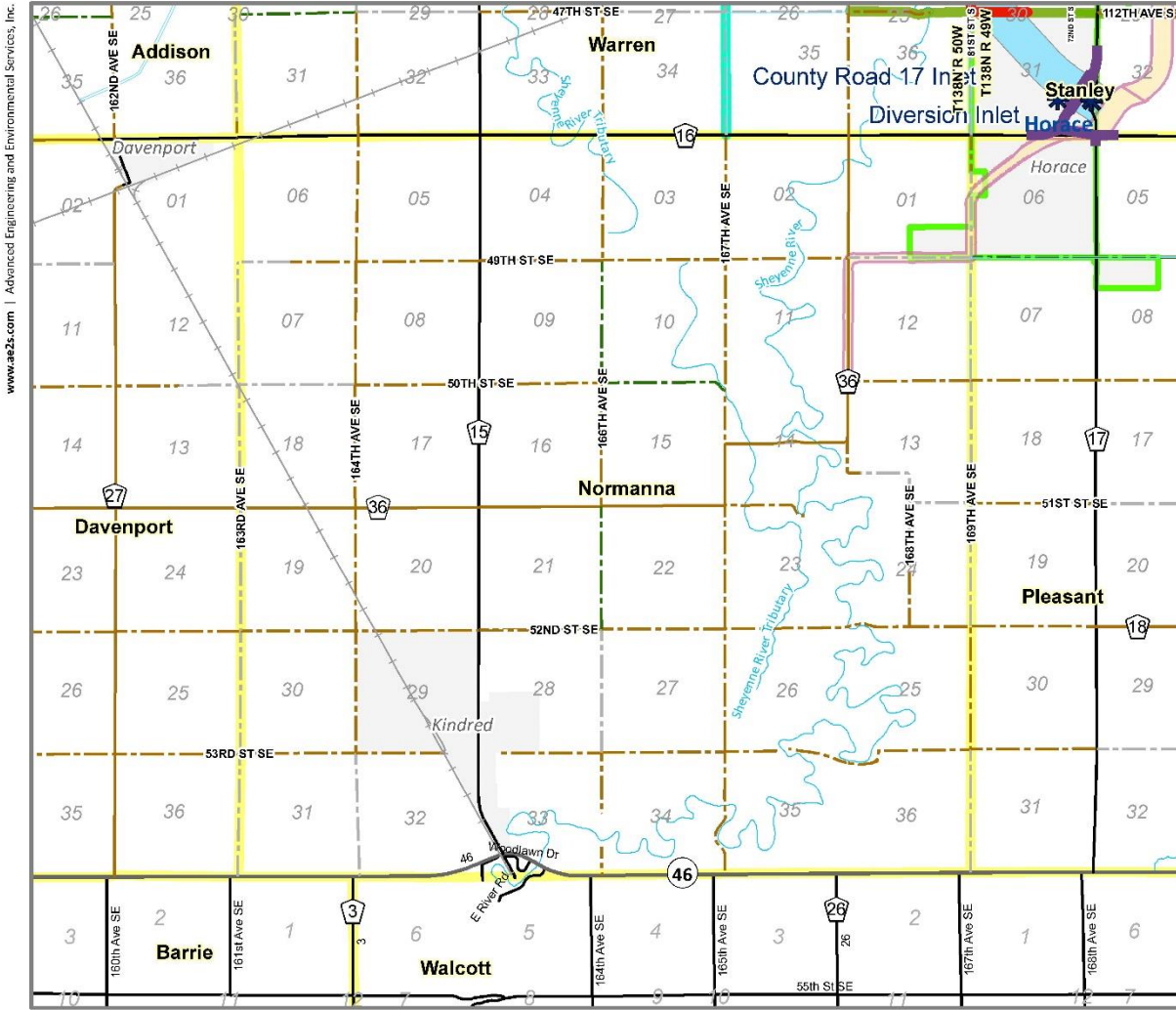
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Warren

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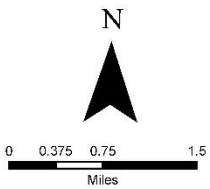


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Legend

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| Aqueduct | Township Road Closure | Township - Trail/Grass | County Road - Gravel |
| Inlet Structures | Township Road Can Remain Open | Township - Unimproved | County Road - Paved |
| Drain Crossings | Mobility Improvements | Township - Dirt | State or US Highway |
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| Channel | Other Agency Roadway Improvements | Township - Paved | Township Boundary |
| Southern Embankment | Railroad | City of Horace | |

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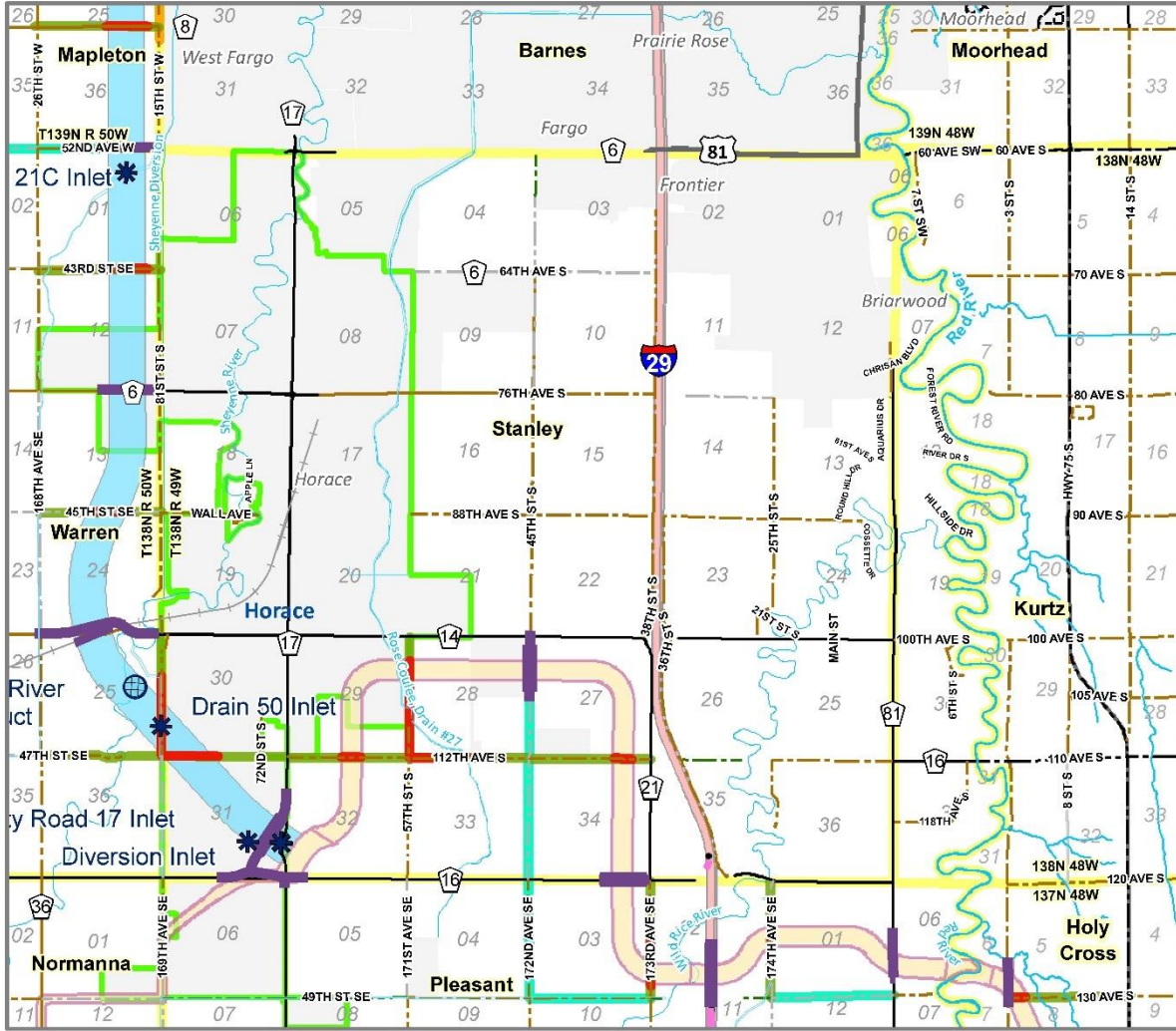


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Map Date: 10/7/2020

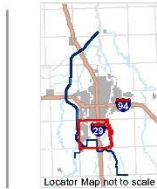
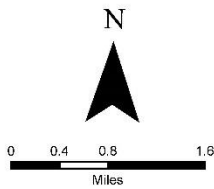


www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



| Legend | | | |
|--------|------------------------|--|-----------------------------------|
| | Aqueduct | | Township Road Closure |
| | Inlet Structures | | Township Road Can Remain Open |
| | Drain Crossings | | Mobility Improvements |
| | Channel/SE Crossings | | New Gravel Road |
| | Channel | | Other Agency Roadway Improvements |
| | Southern Embankment | | Railroad |
| | Township - Trail/Grass | | Township - Unimproved |
| | Township - Dirt | | Township - Gravel |
| | Township - Paved | | Township Boundary |
| | County Road - Gravel | | City of Horace |
| | County Road - Paved | | |
| | State or US Highway | | |
| | Interstate | | |

Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Produced By:cwickenheiser - AE2S, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\MOU byTownship 8 x11.mxd

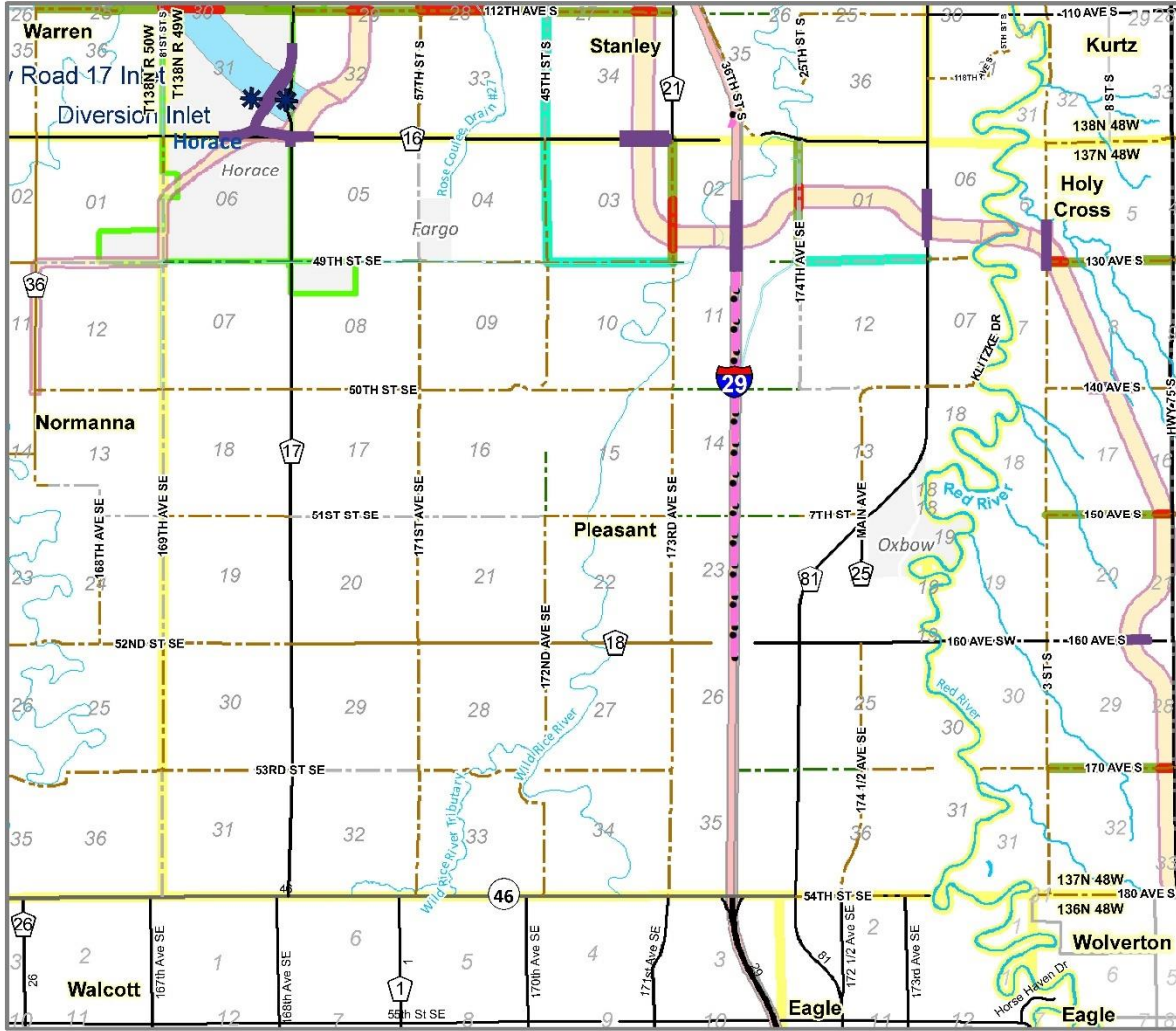


Stanley

FM Area Diversion
Map Date: 2/11/2021

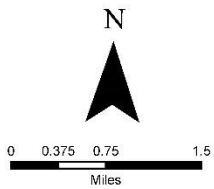


www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



| Legend | | | |
|--------|------------------------|--|-----------------------------------|
| | Aqueduct | | Township Road Closure |
| | Inlet Structures | | Township Road Can Remain Open |
| | Drain Crossings | | Mobility Improvements |
| | Channel/SE Crossings | | New Gravel Road |
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| | Southern Embankment | | Railroad |
| | Township - Trail/Grass | | Township - Unimproved |
| | Township - Dirt | | Township - Gravel |
| | Township - Paved | | Interstate |
| | Township Boundary | | City of Horace |
| | County Road - Gravel | | County Road - Paved |
| | State or US Highway | | Interstate |

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Pleasant

FM Area Diversion
Map Date: 2/11/2021





US Army Corps of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

20 Mar 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 97% 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 to be extended to 26 July 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 51% complete. Construction completion date is 19 March 2026. Placing concrete for piers, fabricating gates. Tainter gate #1 delivery begins this month.

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 Contract Awards 2024: Reaches SE-1B and SE-2B, OHB Ring Levee – three contracts awarded totaling \$50M (does not including \$18M in options for Reach SE-2B)

See page 2 for bidding summaries

9 Southern Embankment Design: Reaches SE-4, 3 and 5:

SE-4: BCOES review ended 27 February 2024 Contract award: May 2024

SE-3: 95% review starts 28 March 2024 Contract award: January 2025

SE-5: 95% review delayed until July 2024 Contract award: January 2025

10 Supplemental Environmental Assessment – Diversion Channel

Issued to disclose updated designs and impacts. Public comment period was 13 Feb–15 March 2024. Comments were received from Natural Resource Agencies.

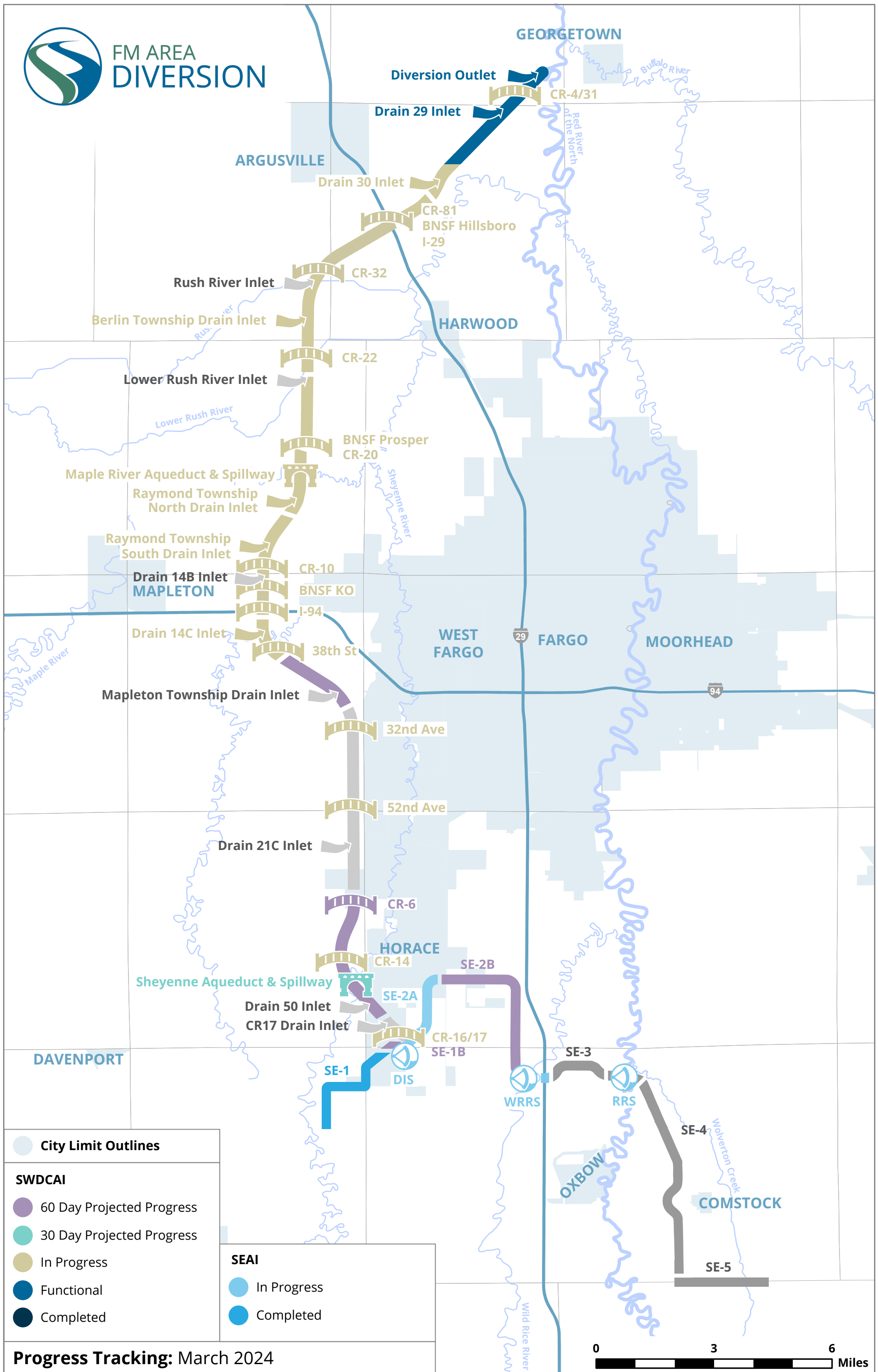


Federal FY2024 Contract Awards

| Contract | Advertise | Bid Opening | Low Bid/Government Estimate | Number of Bidders | Contract Award | Awardee | Description |
|-------------------|-----------|-------------|-------------------------------|-------------------|----------------|-----------------------------------------------|--------------------------------------------------|
| Reach SE-1B | 12 Dec 23 | 25 Jan 24 | \$13,208,257/ \$14,787,959 | 3 | 27 Feb | HSG Park JV2 LLC, Harvey ND | 0.75 miles of embankment |
| Reach SE-2B | 13 Dec 24 | 8 Feb 24 | \$42,152,368/ \$64,703,202 | 7 | 11 Mar | RJ Zavoral, EGF | 4.1 miles of embankment |
| OHB Phase 43B | 14 Dec 24 | 30 Jan 24 | \$12,808,924/ \$14,045,875 | 5 | 22 Feb | Hendrickson Transportation, Hamborg, IA | 2.2 miles of levee |
| Forest Mitigation | 25 Jan 24 | 20 Feb 24 | \$3,996,724/ \$3,204,965 | 4 | Pending | Tunica-Biloxi Services, Mansura, LA | 160 acres planting + 92 acres of preservation |
| Reach SE-4 | 29 Mar 24 | 30 Apr 24 | TBD | TBD | May 2024 | | 5.7 miles of embankment |



FM AREA DIVERSION



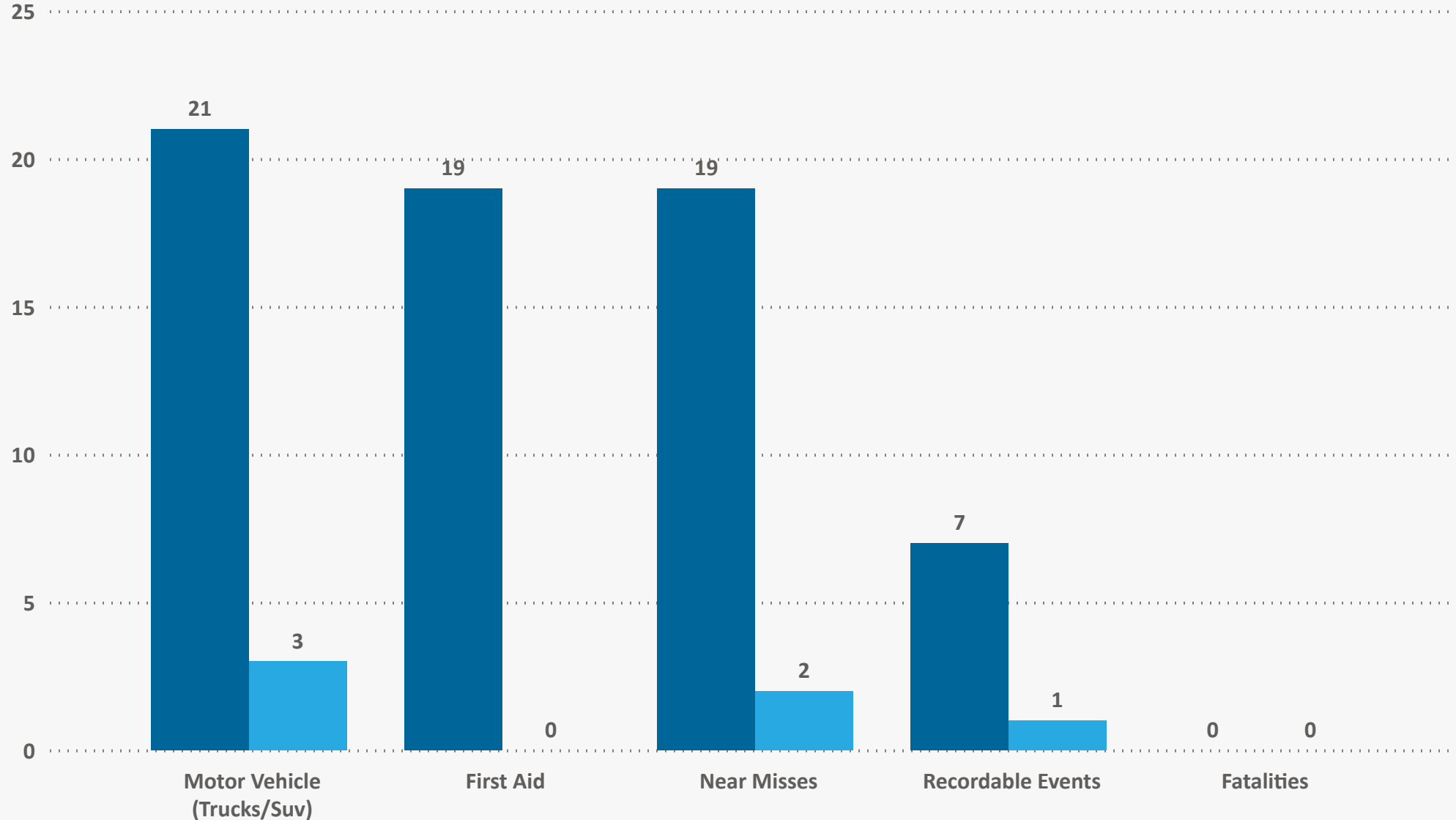
Progress Tracking: March 2024

FM Area Diversion Safety Statistics - February 2024

Current Reporting Period: February 1- February 29

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

Sum of Current Reporting Period Sum to Date

0

Incidents

1

Incident

Authority Led Projects

Sum of Current Reporting Period Sum to Date

0

Incidents

1

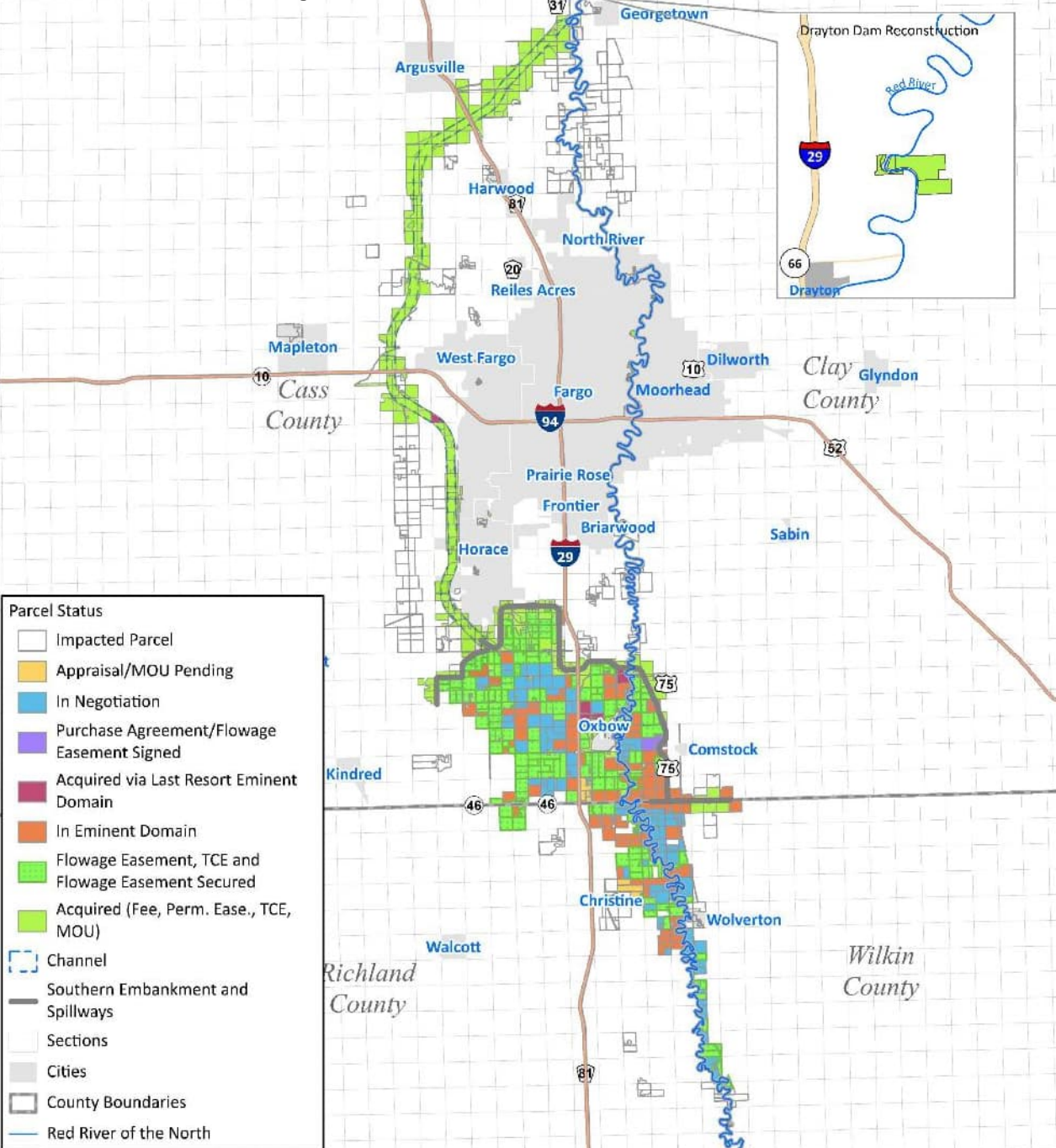
Incident



METRO
FLOOD
DIVERSION
AUTHORITY

March 2024





Parcel Status

- Impacted Parcel
- Appraisal/MOU Pending
- In Negotiation
- Purchase Agreement/Flowage Easement Signed
- Acquired via Last Resort Eminent Domain
- In Eminent Domain
- Flowage Easement, TCE and Flowage Easement Secured
- Acquired (Fee, Perm. Ease., TCE, MOU)

Channel

- Channel

Southern Embankment and Spillways

- Southern Embankment and Spillways

Sections

- Sections

Cities

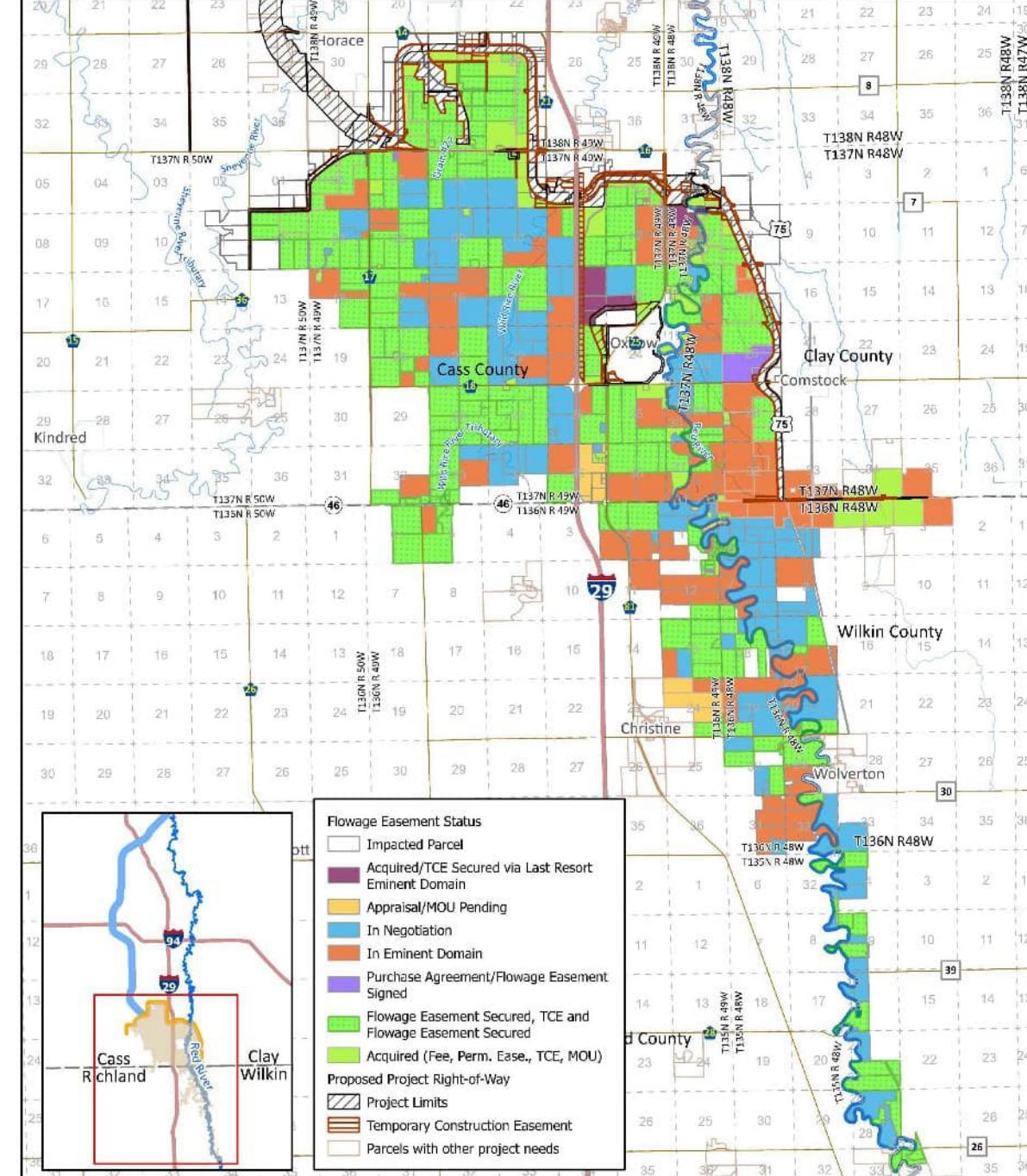
- Cities

County Boundaries

- County Boundaries

Red River of the North

- Red River of the North



Flowage Easement Status

- Impacted Parcel
- Acquired/TCE Secured via Last Resort Eminent Domain
- Appraisal/MOU Pending
- In Negotiation
- In Eminent Domain
- Purchase Agreement/Flowage Easement Signed
- Flowage Easement Secured, TCE and Flowage Easement Secured
- Acquired (Fee, Perm. Ease., TCE, MOU)

Proposed Project Right-of-Way

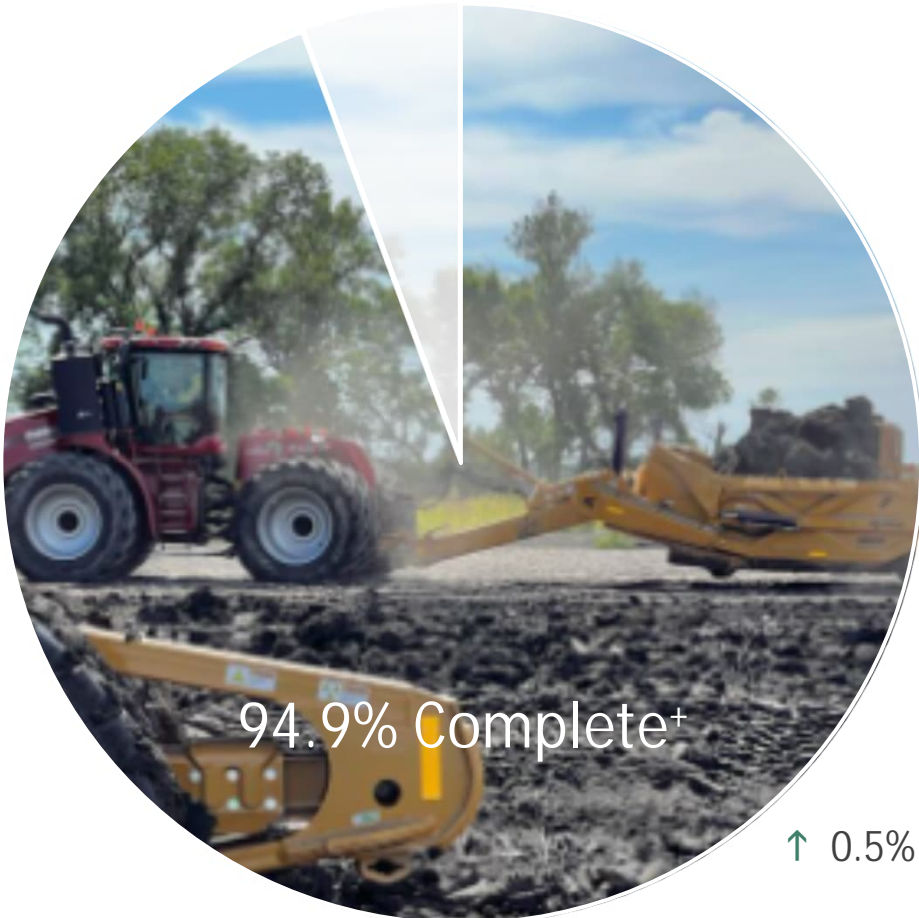
- Project Limits
- Temporary Construction Easement
- Parcels with other project needs

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

Property Acquisition Progress

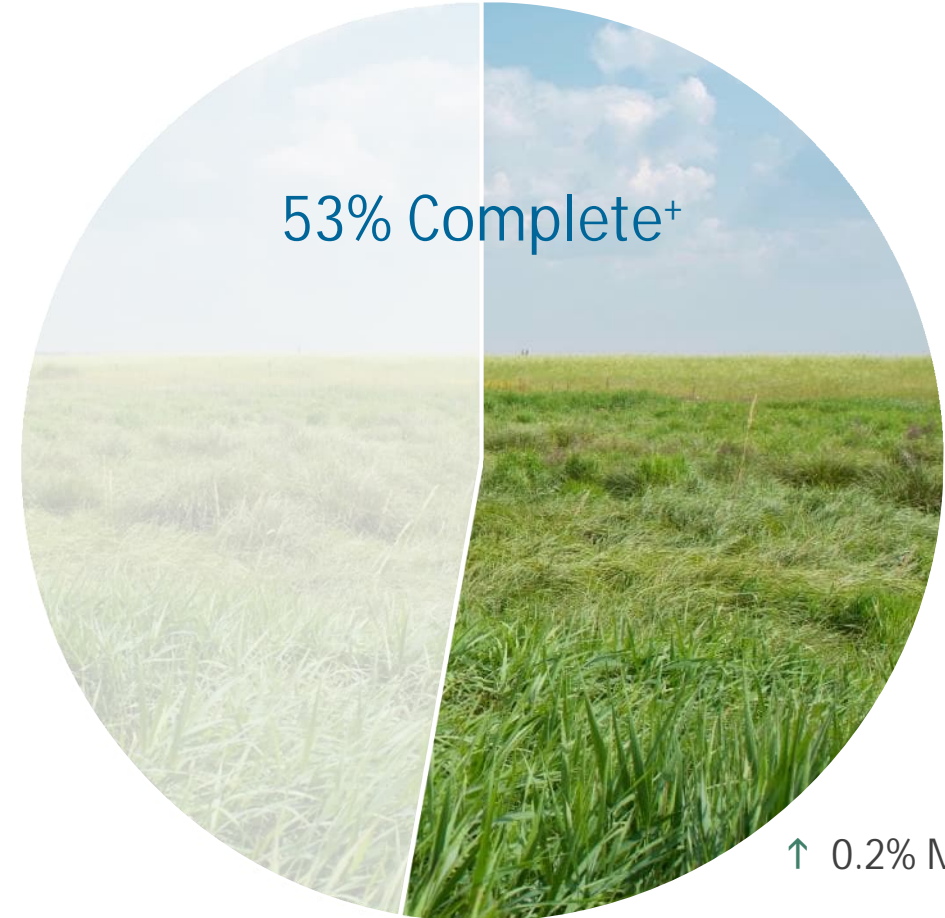


Construction Footprint*



↑ 0.5% MoM

UMA Footprint**

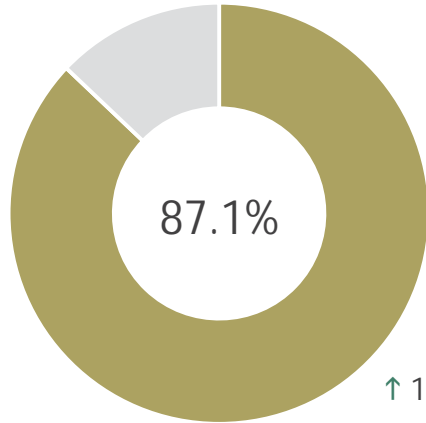


↑ 0.2% MoM

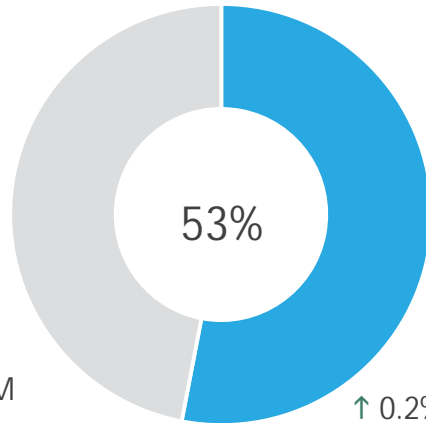
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Does not include parcels affected by or within Christine or Wolverton ring levees
As of March 18, 2024

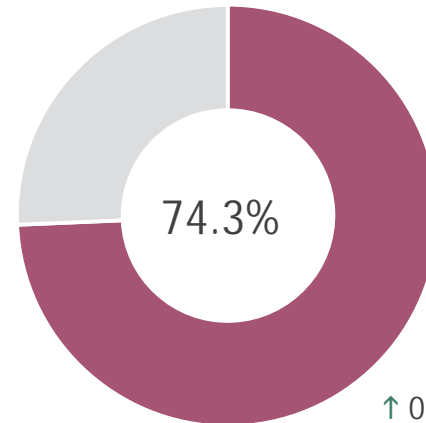
Property Acquisition Progress by Location



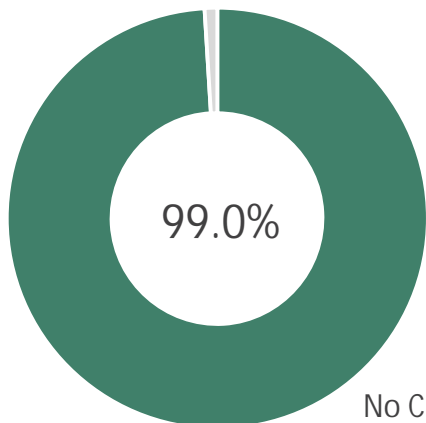
Southern Embankment & Associated Infrastructure



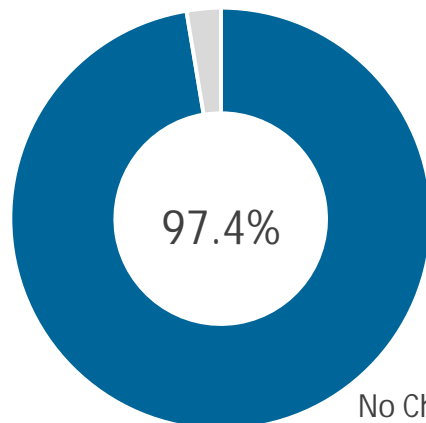
Upstream Mitigation Area



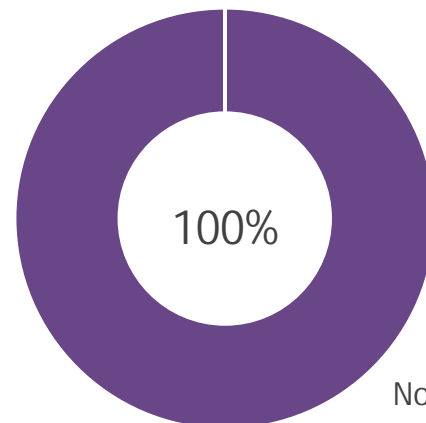
Environmental Monitoring Easements



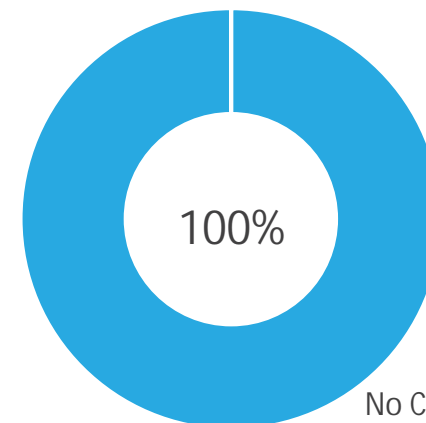
Stormwater Diversion Channel



Oxbow-Hickson-Bakke



MFDA-Constructed In-Town Levees



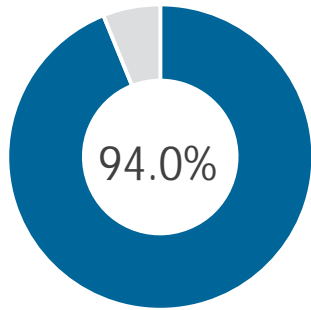
Drayton Dam Mitigation

As of March 18, 2024

Landowner Overview

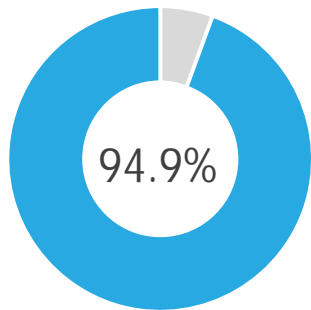


Construction Footprint*



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

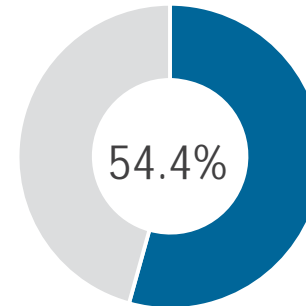
94.0% of owner groups have settled



571 Parcels
542 settlements achieved
0 ongoing negotiations
29 in litigation

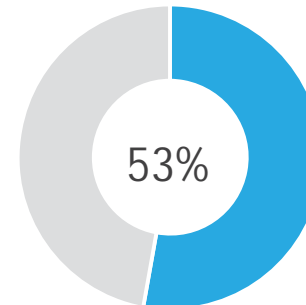
94.9% of parcels have been acquired

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
301 settlements achieved
156 ongoing negotiations
111 in litigation

53% 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 15 parcels / 5 landowner groups (4 of those in MN and the other 11 in ND)
- ~9 parcels / 3 landowner groups are pending closing in March
- Obtained Right of Entry on 30 of the 56 Christine Easement parcels (54%)
- Scheduled Wolverton landowner meeting for April 2024
- Continuing farmland leases for 2024
- Released upgraded WebMap application for the Project



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

March 4, 2024

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

Project Name: FM Area Diversion
Project Number: WP-47B

Subject: **Work Package 47B Utility Relocations, Cass County, North Dakota
Recommendation of Award**

Dear Metro Flood Diversion Authority,

The contract for Work Package 47B Utility Relocations, Cass County, North Dakota was publicly advertised, and four (4) bids were received at the virtual public bid opening on February 29, 2024, at 1:00pm.

The bids were from:

- | | |
|-----------------------------------------------|----------------|
| 1. JR Ferche, Inc, in the amount of | \$2,081,272.25 |
| 2. KPH, Inc, in the amount of | \$2,260,358.45 |
| 3. Master Construction, Inc, in the amount of | \$1,890,156.05 |
| 4. Sellin Brothers, Inc, in the amount of | \$1,749,847.65 |

The Engineers Estimate for the project was \$2,896,859.00

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Metro Flood Diversion Authority award the contract for WP47B to **Sellin Brothers, Inc** in the amount of **\$1,749,847.65** as the lowest responsive bidder. Enclosed is the Bid Tabulation Assessment.

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

Yours sincerely

Ian Joynes, BEng CEng FICE,
Construction Contracts Manager

Copies to:

Kris Bakkegard
Bob Zimmerman
Matt Stamness
Nathan Boerboom
Tom Soucy
Justin Sorum

Bid Tabulation Assessment

Project: WP47B- Utility Relocation

Bid Opening February 29th, 2024

| No. | ITEM | QUANTITY | UNIT | Engineers Estimate | | JR Ferche, Inc. | | KPH, Inc. | | Master Construction Co, Inc. | | Sellin Brothers, Inc. | |
|-----|--------------------------------------|----------|------|--------------------|-----------------------|-----------------|-----------------------|---------------|-----------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1. | Mobilization | 1 | LS | \$ 138,000.00 | \$ 138,000.00 | \$ 336,800.00 | \$ 336,800.00 | \$ 175,000.00 | \$ 175,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 175,000.00 | \$ 175,000.00 |
| 2. | Traffic Control | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 11,000.00 | \$ 11,000.00 | \$ 40,000.00 | \$ 40,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| 3. | Stormwater Management | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 4,000.00 | \$ 4,000.00 |
| 4. | Seeding Class II | 8,579 | SY | \$ 4.00 | \$ 34,316.00 | \$ 0.50 | \$ 4,289.50 | \$ 0.30 | \$ 2,573.70 | \$ 0.30 | \$ 2,573.70 | \$ 0.20 | \$ 1,715.80 |
| 5. | Hydraulic Mulch | 8,579 | SY | \$ 4.00 | \$ 34,316.00 | \$ 0.64 | \$ 5,490.56 | \$ 0.70 | \$ 6,005.30 | \$ 0.60 | \$ 5,147.40 | \$ 0.60 | \$ 5,147.40 |
| 6. | Straw Mulch | 72,463 | SY | \$ 0.50 | \$ 36,232.00 | \$ 0.13 | \$ 9,420.19 | \$ 0.15 | \$ 10,869.45 | \$ 0.15 | \$ 10,869.45 | \$ 0.15 | \$ 10,869.45 |
| 7. | Fiber Rolls 12in | 11,140 | LF | \$ 5.00 | \$ 55,700.00 | \$ 4.30 | \$ 47,902.00 | \$ 4.00 | \$ 44,560.00 | \$ 4.50 | \$ 50,130.00 | \$ 4.00 | \$ 44,560.00 |
| 8. | Locate Existing Water Services | 1 | LS | \$ 6,000.00 | \$ 6,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 2,500.00 | \$ 2,500.00 |
| 9. | Water Service Line 1.5" | 1 | LS | \$ 6,000.00 | \$ 6,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 7,500.00 | \$ 7,500.00 |
| 10. | Water Main - 8" | 4,621 | LF | \$ 90.00 | \$ 415,890.00 | \$ 98.00 | \$ 452,858.00 | \$ 90.00 | \$ 415,890.00 | \$ 110.00 | \$ 508,310.00 | \$ 60.00 | \$ 277,260.00 |
| 11. | Gate Valve 8" | 4 | EA | \$ 8,000.00 | \$ 32,000.00 | \$ 4,500.00 | \$ 18,000.00 | \$ 5,500.00 | \$ 22,000.00 | \$ 5,100.00 | \$ 20,400.00 | \$ 8,000.00 | \$ 32,000.00 |
| 12. | Plug Valve 6" | 4 | EA | \$ 7,000.00 | \$ 28,000.00 | \$ 5,500.00 | \$ 22,000.00 | \$ 6,200.00 | \$ 24,800.00 | \$ 5,600.00 | \$ 22,400.00 | \$ 9,000.00 | \$ 36,000.00 |
| 13. | Plug Valve 8" | 4 | EA | \$ 8,000.00 | \$ 32,000.00 | \$ 7,500.00 | \$ 30,000.00 | \$ 8,600.00 | \$ 34,400.00 | \$ 6,000.00 | \$ 24,000.00 | \$ 12,000.00 | \$ 48,000.00 |
| 14. | Sanitary Sewer Force Main 6" | 2,523 | LF | \$ 75.00 | \$ 189,225.00 | \$ 68.00 | \$ 171,564.00 | \$ 90.00 | \$ 227,070.00 | \$ 56.50 | \$ 142,549.50 | \$ 55.00 | \$ 138,765.00 |
| 15. | Sanitary Sewer Force Main 8" | 2,548 | LF | \$ 95.00 | \$ 242,060.00 | \$ 78.00 | \$ 198,744.00 | \$ 90.00 | \$ 229,320.00 | \$ 65.50 | \$ 166,894.00 | \$ 60.00 | \$ 152,880.00 |
| 16. | Sanitary Sewer Force Main 6" PVC | 800 | LF | \$ 70.00 | \$ 56,000.00 | \$ 45.00 | \$ 36,000.00 | \$ 55.00 | \$ 44,000.00 | \$ 100.00 | \$ 80,000.00 | \$ 100.00 | \$ 80,000.00 |
| 17. | Sanitary Sewer Force Main 8" PVC | 800 | LF | \$ 90.00 | \$ 72,000.00 | \$ 53.00 | \$ 42,400.00 | \$ 65.00 | \$ 52,000.00 | \$ 105.00 | \$ 84,000.00 | \$ 110.00 | \$ 88,000.00 |
| 18. | Directional Drill Sanitary All Sizes | 544 | LF | \$ 200.00 | \$ 108,800.00 | \$ 125.00 | \$ 68,000.00 | \$ 90.00 | \$ 48,960.00 | \$ 35.00 | \$ 19,040.00 | \$ 150.00 | \$ 81,600.00 |
| 19. | Utility Conduit 4" | 7,312 | LF | \$ 60.00 | \$ 438,720.00 | \$ 23.00 | \$ 168,176.00 | \$ 35.00 | \$ 255,920.00 | \$ 26.00 | \$ 190,112.00 | \$ 20.00 | \$ 146,240.00 |
| 20. | Utility Conduit 3" | 11,474 | LF | \$ 50.00 | \$ 573,700.00 | \$ 22.00 | \$ 252,428.00 | \$ 35.00 | \$ 401,590.00 | \$ 27.50 | \$ 315,535.00 | \$ 15.00 | \$ 172,110.00 |
| 21. | Directional Drill Sanitary All Sizes | 1,595 | LF | \$ 180.00 | \$ 287,100.00 | \$ 60.00 | \$ 95,700.00 | \$ 70.00 | \$ 111,650.00 | \$ 21.00 | \$ 33,495.00 | \$ 60.00 | \$ 95,700.00 |
| 22. | Stabilization Construction Access | 1 | EA | \$ 5,000.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 19,500.00 | \$ 19,500.00 | \$ 3,000.00 | \$ 3,000.00 |
| 23. | Exploratory Excavation | 6 | EA | \$ 2,500.00 | \$ 15,000.00 | \$ 4,000.00 | \$ 24,000.00 | \$ 6,500.00 | \$ 39,000.00 | \$ 7,500.00 | \$ 45,000.00 | \$ 2,500.00 | \$ 15,000.00 |
| 24. | Insulate Sanitary Sewer | 800 | LF | \$ 45.00 | \$ 36,000.00 | \$ 55.00 | \$ 44,000.00 | \$ 65.00 | \$ 52,000.00 | \$ 35.00 | \$ 28,000.00 | \$ 70.00 | \$ 56,000.00 |
| 25. | Connect to Existing - Sanitary | 4 | EA | \$ 1,200.00 | \$ 4,800.00 | \$ 2,000.00 | \$ 8,000.00 | \$ 5,000.00 | \$ 20,000.00 | \$ 3,800.00 | \$ 15,200.00 | \$ 6,500.00 | \$ 26,000.00 |
| | Construction Total | | | | \$2,896,859.00 | | \$2,081,272.25 | | \$2,260,358.45 | | \$1,890,156.05 | | \$1,749,847.65 |