



Finance Committee Agenda

Diversion Authority Finance Committee

March 27, 2024 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from February 21, 2024
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 6)
5. Finance Report
[Attachment 01.00] (Pg. 24)
6. Executive Director Financial Report
[Attachment 02.00] (Pg. 53)
7. DA Board Approval Contracting Actions Martin
[Attachment 03.00] (Pg. 60)
 - a. JT Lawn Services TO 1, Amendment 0 [Attachment 03.01] (Pg. 62)
 - b. Minnkota TO 6, Amendment 0 [Attachment 03.02] (Pg. 64)
8. MOUs and Agreements
[Attachment 04.00] (Pg. 66)
 - a. CapX 2020 & MFDA Encroachment Agreement [Attachment 04.01] (Pg. 68)
9. Other Business
 - a. WP 47B Bid Award
[Attachment 05.00] (Pg. 100)
 - b. Payment of Condemnation & Acquisition Funds to the MCCJPA
[Attachment 06.00] (Pg. 103)
10. Next Meeting: April 24, 2024
11. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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



Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – February 21, 2024
 Fargo City Hall, Red River Room

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on February 21, 2024. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Susan Thompson, Finance Director, City of Fargo; Rick Steen, Cass County Joint Water Resource District; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, Administrator, City of Fargo; Tony Grindberg, Cass County Commissioner; Dave Piepkorn, Fargo City Commissioner; Mike Rietz, City of Moorhead Assistant City Manager and Brandy Madrigga, Cass County Finance Director.

Member(s) absent: Shelly Carlson, Mayor, City of Moorhead and Chad Peterson, Cass County Commissioner.

1. CALL TO ORDER

Mayor Dardis called the meeting to order at 4:00 PM. Roll call was taken, and a quorum was present.

2. APPROVE MINUTES FROM THE JANUARY 2024 MEETING

MOTION PASSED

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

3. APPROVE ORDER OF THE AGENDA

MOTION PASSED

Mr. Steen moved to approve the order of the agenda as amended, removing item 9. a. iv., and Mr. Grindberg seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through February 14, 2024, total \$2,181,362 and are payable to the usual vendors, with the CCJWRD being the largest at \$1,291,641.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported that the total assets as of January 31, 2024, are \$2,805,734; liabilities total \$687,412, and the current net position is \$209,118,322.

MOTION PASSED

Mayor Mahoney moved to approve the financial report as presented and Mr. Grindberg seconded the motion. On a voice vote, the motion carried.

6. EXECUTIVE DIRECTOR FINANCIAL REPORT

Mr. Paulsen reported that \$2,943,000 was received from the City of Fargo sales tax and \$1,466,000 was received from Cass County sales tax, resulting in \$5,320,000 in revenues received for the month.

Mr. Paulsen also reported that the majority of the expenses are channel and Phase II demo mitigation-related. Overall, things are on track for the first month of the year.

7. DA BOARD APPROVAL CONTRACTING ACTIONS

There were no contracting actions for approval.

8. MOUs and AGREEMENTS

Mr. Shockley provided an overview and summary of the following agreements:

a. Eagle Valley Evangelical Free Church and MFDA Agreement

The purpose of this Agreement is to identify potential impacts, describe mitigation measures, and ensure a coordinated, timely, and cost-effective process for completing the Project.

The Cemetery is in Mitigation Zone 3 of the Comprehensive Project. Potential impacts to the Cemetery include increased potential for grass and tree damage over existing conditions due to greater depth and duration of flooding if the flooding occurs during the growing season and loss of access to the Cemetery. The Authority and Church determined mitigation options to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include the utilization of fill in lower areas to mitigate the need for flowage easements, removal and replacement of headstones, replacement of the culvert at the cemetery access, removal and replacement of fencing that would be impacted by placement of the fill, and removal and replacement of certain trees and shrubs impacted by the fill areas.

MOTION PASSED

Mayor Mahoney moved to approve the agreement as presented and Mr. Grindberg seconded the motion. On a roll call vote, the motion carried.

b. CapX 2020 & MFDA Preliminary Engineering Agreement

The Work performed hereunder is intended for use in the evaluation of the Utility Adjustments on the Utilities' operations and the costs associated to the Authority as a result. The Work is provided in consideration of the subjective standards of the Utilities for their purposes only and will in no way be construed or deemed to be a condition or direction to the Authority or an opinion or approval that the plans and specifications or any work intended or completed on the Utility Adjustments is appropriate for any other purposes, is structurally sound, or that such plans, specifications, or intended or completed Work meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to the Authority or any third party are provided, intended, or implied herein.

MOTION PASSED

Mayor Mahoney moved to approve the agreement as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried with Mr. Grindberg abstaining from voting.

9. OTHER BUSINESS

a. Land Acquisition Directives (LADs)

- i. LAD-00010 Revision 1
- ii. LAD-MN-001 Revision 6
- iii. LAD-00038 Revision 5
- v. LAD-00077 Revision 2
- vi. LAD-ND-00038 Revision 6

- vii. LAD-OPP-01 Revision 8
- viii. LAD-MN-001 Revision 5
- ix. LAD-00007 Revision 1C
- x. LAD-00002 Revision 1

Ms. Smith reported that the above-referenced LADs total \$2,800,000 and are primarily miscellaneous lands.

MOTION PASSED

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

b. 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

Mr. Redlinger 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. Ms. Thompson seconded the motion and on a roll call vote, the motion carried.

10. NEXT MEETING

The next meeting will be March 27, 2024.

11. ADJOURNMENT

The meeting adjourned at 4:41 PM.

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

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

Sincerely,

Lori J. Johnson

Clay County Auditor

Enclosures

Clay County Government Center

3510 12th Ave S

PO Box 280

Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

	Invoice		Invoice		Date			Reimb
Vendor	Date		Amount	Invoice #	Approved	Date Paid	Check #	Request
Ohnstad Twichell	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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							3/18/2024
Invoice	Invoice	Invoice	Project				
Paid	Date	No.	No.	Amount	Vendor	Description	
2/12/2024	2/1/2024	193941	2009	1,385.50	Ohnstad Twichell, PC	Basin Project	
2/12/2024	2/1/2024	193942	130007	15,635.50	Ohnstad Twichell, PC	Diversion ROW	
2/12/2024	2/6/2024	194120	160007	1,857.50	Ohnstad Twichell, PC	Channel Phase II	
2/12/2024	2/1/2024	193945	160007	2,297.50	Ohnstad Twichell, PC	Channel Phase III	
2/12/2024	2/1/2024	193946	170007	22,194.80	Ohnstad Twichell, PC	Upstream Mitigation	
2/12/2024	2/1/2024	193947	187007	165.00	Ohnstad Twichell, PC	Diversion-Southern Embankment	
2/12/2024	2/1/2024	193948	197007	60.00	Ohnstad Twichell, PC	Right-ofWay - Wild Rice Structure	
2/12/2024	2/1/2024	193949	207007	190.00	Ohnstad Twichell, PC	Wetland Mitigation Drain 27	
2/12/2024	2/1/2024	193950	237007	634.00	Ohnstad Twichell, PC	FM Diversion- MLGC Dispute	
2/12/2024	2/1/2024	193951	237007	97.50	Ohnstad Twichell, PC	Lien Defense	
2/12/2024	2/1/2024	193952	247007	618.50	Ohnstad Twichell, PC	1099 Preparation - 2023 Acquisitions	
2/21/2024	2/5/2024	194077	207007	52.50	Ohnstad Twichell, PC	Gust (OIN 952) QTED	
2/21/2024	2/5/2024	194078	207007	5,191.00	Ohnstad Twichell, PC	Larry Brandt Revocable Living Trust (OIN 9348) QTED	
2/21/2024	2/5/2024	194079	207007	455.00	Ohnstad Twichell, PC	Janet Wanzek Estate (OIN 8672-8675/9747) QTED	
2/21/2024	2/5/2024	194080	217007	3,937.00	Ohnstad Twichell, PC	Charles Coster Real Estate Trust (OIN 9736/9737) QTED	
2/21/2024	2/5/2024	194081	227007	390.00	Ohnstad Twichell, PC	Varriano (OIN 1130) ED	
2/21/2024	2/5/2024	194082	227007	1,195.50	Ohnstad Twichell, PC	Embden Partners LLP (OIN 836/232/5613) ED	
2/21/2024	2/5/2024	194083	227007	167.00	Ohnstad Twichell, PC	Storvick (OIN 860/2005) ED	
2/21/2024	2/5/2024	194084	227007	613.50	Ohnstad Twichell, PC	Hamilton (OIN 1949/1956/5036) ED	
2/21/2024	2/5/2024	194085	237007	315.00	Ohnstad Twichell, PC	Eleanor Brandt Trust (OIN 1922/1927) ED	
2/21/2024	2/5/2024	194086	237007	390.00	Ohnstad Twichell, PC	Rick Bellemare & Ronald Bellemare (OIN 1080/1081) ED	
2/21/2024	2/5/2024	194087	237007	1,105.00	Ohnstad Twichell, PC	Christenson (OIN 7002) ED	
2/21/2024	2/5/2024	194088	237007	227.50	Ohnstad Twichell, PC	Brakken (OIN 1173N) ED	
2/21/2024	2/5/2024	194089	237007	227.50	Ohnstad Twichell, PC	BJM Land & Mitchell, Robert (OIN 9993/9994) ED	
2/21/2024	2/5/2024	194090	237007	9,223.62	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
2/21/2024	2/5/2024	194091	237007	772.00	Ohnstad Twichell, PC	Brakke (OIN 1920/1933/1934/1939) ED	
2/21/2024	2/5/2024	194092	237007	65.00	Ohnstad Twichell, PC	Richard George & Sharon/ Leo & Shirley) OIN 1903/1905/ 1907-1908/1910/1913/1957/1960) ED	
2/21/2024	2/5/2024	194093	237007	130.00	Ohnstad Twichell, PC	Duval, Darwin & Sandra (OIN 1912) ED	
2/12/2024	12/31/2023	2790	3283-00	6,544.90	ProSource Technologies LLC	TO 2 - Proj Mgmt and ROW Services	
2/12/2024	12/29/2023	4997		30,000.00	Crown Appraisals, Inc.	TO 7, Amendment 0 appraisals	
2/12/2024	1/12/2024	21923-AJ		3,750.00	Patchin Messner	TO 6, Amendment 4	
2/12/2024	12/31/2023			79,518.34	Cass County Finance	Metro Div Real Estate Tax	
2/26/2024	2/6/2024	1200593806	10234333	14,690.00	HDR Engineering Inc	TO1 Property Acquisition Services	
2/26/2024	1/31/2024	ARIV1026838	R12.00049	2,275.00	Ulteig Engineers, Inc.	TO 2 - Proj Mgmt and ROW Services	
2/26/2024	2/6/2024	833848	38810.00049	158.00	Larkin Hoffmann	CCJW vs Allan and Mary Swenson	
2/26/2024	2/6/2024	833844	38810.00028	197.50	Larkin Hoffmann	Alm,Melvin(John) and Ricky FE Acquisition	
2/26/2024	2/6/2024	833847	38810.00045	158.00	Larkin Hoffmann	CCJW v Becca Saunders	
2/26/2024	2/6/2024	833841	38810.00014	118.50	Larkin Hoffmann	Brungard/Nelson FE Acquisition	
2/26/2024	2/6/2024	833845	38810.00029	2,923.00	Larkin Hoffmann	Christianson, Charlie/Shirley/Douglas/Darlene FE Acquisition	
2/26/2024	2/6/2024	833846	38810.00033	297.00	Larkin Hoffmann	CCJW vs Corey and Amy Johnson	
2/26/2024	2/6/2024	833840	38810.00012	158.00	Larkin Hoffmann	Hanson FE Acquisition	
2/26/2024	2/6/2024	833852	38810.00060	1,529.75	Larkin Hoffmann	High Plains Properties	
2/26/2024	2/6/2024	833851	38810.00057	1,739.00	Larkin Hoffmann	Joshua Kinneberg	
2/26/2024	2/6/2024	833849	38810.00050	67.25	Larkin Hoffmann	Gary H. Nelson-Michele Nelson POA	
2/26/2024	2/6/2024	833842	38810.00026	276.50	Larkin Hoffmann	Patrick,Chad E. FE Acquisition	
2/26/2024	2/6/2024	833839	38810.00004	4,108.00	Larkin Hoffmann	Richland/Cass Cos./Applications for Permit to Enter Land	
2/26/2024	2/6/2024	833843	38810.00027	39.50	Larkin Hoffmann	Speten,Kenneth and Karen FE Acquisition	
2/26/2024	2/6/2024	833850	38810.00052	1,344.00	Larkin Hoffmann	James Thoreson	
2/26/2024	2/12/2024			46,397.16	Brett & Heidi Odegaard	Relocation re Brett & Heidi	
2/27/2024	2/16/2024	37140	19706	1,335.00	Moore Engineering, Inc.	FM Diversion Design Coordination - P3 RFP Technical reviews	
2/23/2024	2/14/2024	1122560		36.65	Cass County Electric Cooperative	service to 1701 14 St S	
2/23/2024	2/14/2024	1132241		48.95	Cass County Electric Cooperative	Service to 5251 174 1/2 AV SE	
2/23/2024	2/14/2024	1125474		286.39	Cass County Electric Cooperative	Service to 12004 57 ST S	
2/26/2024	1/31/2024	13783.00-45		29,807.69	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services	
2/23/2024	2/23/2024	272722		380,364.00	The Title Company	Robert and Paul Klein property purchase	
			Total	677,761.00			
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice	Invoice	Invoice	Purchase	Project			
Paid	Date	No.	Order No.	No.	Amount	Vendor	Description
2/12/2024	12/31/2023				12,572.59	Cass County Government	OHB Real Estate Tax
2/12/2024	2/6/2024	194119		140007	4,894.69	Ohnstad Twichell, P.C.	Legal - OHB Levee Project
				Total	17,467.28		
				Grand Total	695,228.28		



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. Hiifer, 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:

Location	Account Number	Statement Date	Service Dates	COF Check Number	COF Paid Date	Amount
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 - 10/16/2023	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

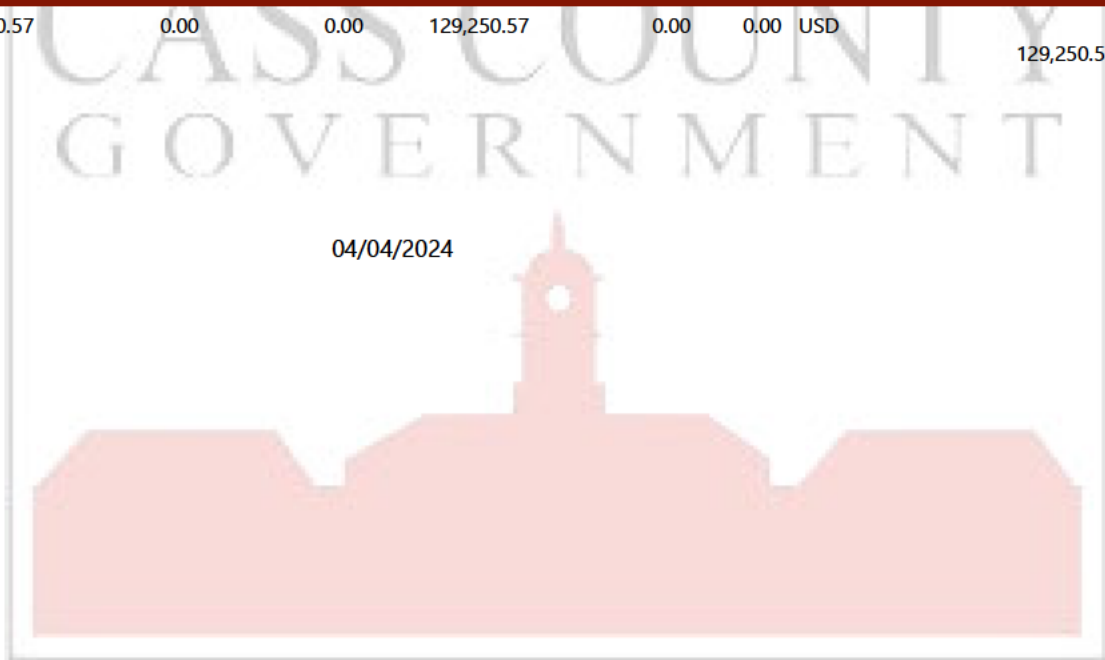
CITY OF FARGO
 PO BOX 2083
 FARGO, ND 58107-2083

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@сasscountynd.gov
сasscountynd.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
wrд@casscountynд.gov
www.casscountynд.gov

**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

Data Through Date: Friday, February 23, 2024

Summary Of Expenses
EXP-2024-02

Thursday, March 14, 2024

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			

Data Through Date: Friday, February 23, 2024

Summary Of Expenses
EXP-2024-02

Thursday, March 14, 2024

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			

Data Through Date: Friday, February 23, 2024

Summary Of Expenses
EXP-2024-02

Thursday, March 14, 2024

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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790-7930-429.33-25	2/8/2024	333725	Larkin Hoffinan 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 Hoffinan 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 Hoffinan 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 Hoffinan 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			

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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			

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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
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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			

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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 ENGINEERING, 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			

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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

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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

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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

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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

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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
LINNCO, INC.	\$534,003.11	\$534,003.11	\$0.00	House Demo and Removal
MIDCONTINENT COMMUNICATIONS	\$527,490.41	\$527,490.41	\$0.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
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	

METRO FLOOD DIVERSION AUTHORITY

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

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
			<u>\$ 181,287,969.92</u>	<u>\$ 180,070,530.41</u>

**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	



Diversion Authority Finance Committee Meeting

March 27, 2024

Financial Report

Joel Paulsen - Executive Director

Annual Revenue Status



Revenue Sources	2024 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,000	\$0	\$2,943
Cass County Sales Tax	\$22,000	\$0	\$1,466
State of ND - Legacy Bond Fund Draws	\$118,891	\$0	\$0
State of ND - SRF	\$15,000	\$2,731	\$2,731
Financing Proceeds	\$7,500	\$688	\$1,459
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$304	\$304
Property Income	\$500	\$0	\$2
Miscellaneous	\$100	\$0	\$0
Horace Infrastructure Escrow Account	\$4,298	\$0	\$0
BRRWD Escrow Account	\$3,000	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$138	\$277
Total Revenue Sources	\$216,314	\$3,861	\$9,182

Overall Status – Level 1 Summary



Data Through Date: Friday, February 23, 2024

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2024 Budget	FY 2024 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$56.3	\$40.1	\$14,528,000	\$2,144,256	\$12,383,744
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$0.0	\$867.0	\$35,000,000	\$0	\$35,000,000
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.2	\$3.3	\$800,000	\$193,948	\$606,052
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$163.3	\$50.0	\$28,700,000	\$3,176,746	\$25,523,254
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$442.0	\$129.7	\$64,000,000	\$5,141,348	\$58,858,652
ENGINEERING & DESIGN FEES	\$98.5	\$59.3	\$39.2	\$8,315,850	\$1,025,268	\$7,290,582
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$110.2	\$55.2	\$19,790,200	\$2,894,914	\$16,895,286
DA CONSTRUCTION CONTINGENCY	\$163.9	\$3.8	\$160.1	\$4,895,000	\$0	\$4,895,000
3RD PARTY MOU MITIGATION	\$153.4	\$70.3	\$83.1	\$32,920,677	\$2,816,887	\$30,103,790
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$50.0	\$25.7	\$6,300,000	\$0	\$6,300,000
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.3	\$14.6	\$200,000	\$54	\$199,946
DEBT TRANSFERS TOTAL	\$330.3	\$2.0	\$178.0	\$864,000	\$0	\$864,000
Report Totals	\$2,892.0	\$1,047.0	\$1,694.7	\$216,313,727	\$17,393,422	\$198,920,305



Overall Status – Level 2 Detail

Data Through Date: Friday, February 23, 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$56.32	\$40.08	\$14,528,000	\$2,144,256	\$12,383,744
Management, Legal, Financial, Procurement P3	\$96.40	\$56.32	\$40.08	\$14,528,000	\$2,144,256	\$12,383,744
Milestone Payments to the Developer	\$867.05	\$0.00	\$867.05	\$35,000,000	\$0	\$35,000,000
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$33,000,000	\$0	\$33,000,000
Non-Contingency Change Events	\$1.25	\$0.00	\$1.25	\$2,000,000	\$0	\$2,000,000
Other Mitigation / Construction	\$39.51	\$36.17	\$3.34	\$800,000	\$193,948	\$606,052
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.50	\$2.54	\$800,000	\$0	\$800,000
WP-50 Phase II Demo	\$3.30	\$3.13	\$0.17	\$0	\$193,948	(\$193,948)
ND / MN River Stage 37' Projects	\$213.30	\$163.31	\$49.99	\$28,700,000	\$3,176,746	\$25,523,254
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$72.83	\$34.47	\$28,700,000	\$3,176,746	\$25,523,254
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$442.00	\$129.70	\$64,000,000	\$5,141,348	\$58,858,652
Management, Legal, Financial, Procurement Lands	\$87.20	\$45.77	\$41.43	\$7,250,000	\$1,007,596	\$6,242,404
Diversion Channel & Assoc. Infrastructure	\$140.00	\$99.12	\$40.88	\$100,000	\$0	\$100,000
Southern Embankment & Assoc. Infrastructure	\$57.50	\$52.84	\$4.66	\$14,050,000	\$1,283,778	\$12,766,222
Mitigation & Assoc. Infrastructure	\$108.20	\$113.85	(\$5.65)	\$100,000	\$50	\$99,950
WP-38 Upstream Staging	\$139.80	\$92.40	\$47.40	\$42,500,000	\$2,849,924	\$39,650,076
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail



Data Through Date: Friday, February 23, 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$59.34	\$39.16	\$8,315,850	\$1,025,268	\$7,290,582
Management, Legal, Financial, Procurement	\$37.47	\$20.95	\$16.51	\$7,550,000	\$885,422	\$6,664,578
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.71	\$2.43	\$280,000	\$52,379	\$227,621
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$35,850	\$20,000	\$15,850
Certification	\$2.05	\$0.00	\$2.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.18	\$13.17	\$450,000	\$67,468	\$382,533
Prog. Management/Legal/Financial/Procurement	\$165.43	\$110.23	\$55.20	\$19,790,200	\$2,894,914	\$16,895,286
Program Management Costs	\$103.23	\$68.34	\$34.89	\$9,603,000	\$1,756,295	\$7,846,705
Diversion Authority Operations	\$11.47	\$4.33	\$7.13	\$1,679,200	\$256,271	\$1,422,929
Program Financial Services	\$6.52	\$3.33	\$3.19	\$165,000	\$4,190	\$160,810
DA Legal Services	\$20.35	\$18.68	\$1.67	\$3,500,000	\$503,619	\$2,996,381
CCJWRD Legal Services	\$16.86	\$10.44	\$6.42	\$3,900,000	\$227,451	\$3,672,549
Outreach Costs	\$7.00	\$5.11	\$1.89	\$943,000	\$147,087	\$795,913
DA Construction Contingency	\$163.90	\$3.76	\$160.14	\$4,895,000	\$0	\$4,895,000
System Wide and P3 Comp Events Contingency	\$95.90	\$3.76	\$92.14	\$0	\$0	\$0
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$0.00	\$6.80	\$4,895,000	\$0	\$4,895,000
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail



Data Through Date: Friday, February 23, 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$153.41	\$70.29	\$83.13	\$32,920,677	\$2,816,887	\$30,103,790
Channel - Utility Relocations & Other Mitigation	\$35.10	\$19.56	\$15.54	\$0	\$851,649	(\$851,649)
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$0	\$0	\$0
WP-46 SEAI / UMA Utility Relos	\$27.94	\$10.78	\$17.17	\$10,112,722	\$359,191	\$9,753,531
WP-47 Contracted Utility Relocations	\$0.00	\$1.14	(\$1.14)	\$4,140,525	\$1,117,348	\$3,023,177
WP-52 Township & City MOU Agreements	\$54.37	\$3.44	\$50.93	\$18,667,430	\$488,699	\$18,178,731
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$50.05	\$25.65	\$6,300,000	\$0	\$6,300,000
Net Current Interest / Financing Fees Paid	\$75.70	\$50.05	\$25.65	\$6,300,000	\$0	\$6,300,000
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.32	\$14.58	\$200,000	\$54	\$199,946
DA O&M (pre-SC)	\$14.90	\$0.32	\$14.58	\$200,000	\$54	\$199,946
Debt Transfers Total	\$330.30	\$2.04	\$177.96	\$864,000	\$0	\$864,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$2.04	\$177.96	\$864,000	\$0	\$864,000
Report Totals	\$2,892.00	\$1,046.98	\$1,694.72	\$216,313,727	\$17,393,422	\$198,920,305

Diversion Authority Operations – Budget Summary



Expense Category	FY2024 Budget	Cost to Date	Remaining Budget
Salary	\$1,164,188	\$180,587	\$983,601
Benefits	\$326,612	\$57,356	\$269,256
Office	\$72,200	\$11,376	\$60,824
Other	\$87,000	\$18,008	\$68,992
Totals *	\$1,650,000	\$267,327	\$1,382,673

* Includes pending costs



Diversion Authority Finance Committee Meeting

March 27, 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 TO01 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 T006 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 Meter 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 Authority Finance Committee Meeting

March 27, 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]

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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)

Execution Version

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)

Execution Version

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

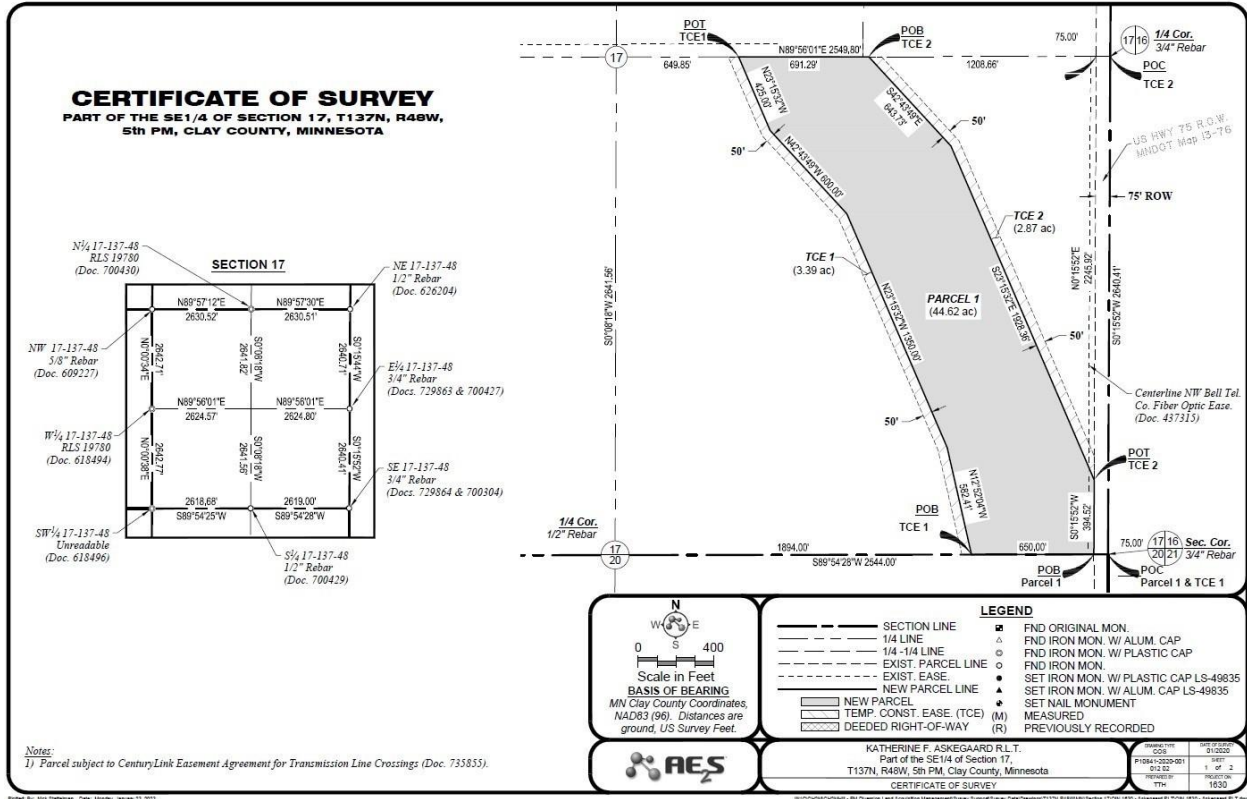
Parcel 1 (OIN 1630N) Land RightsExhibit A-1

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



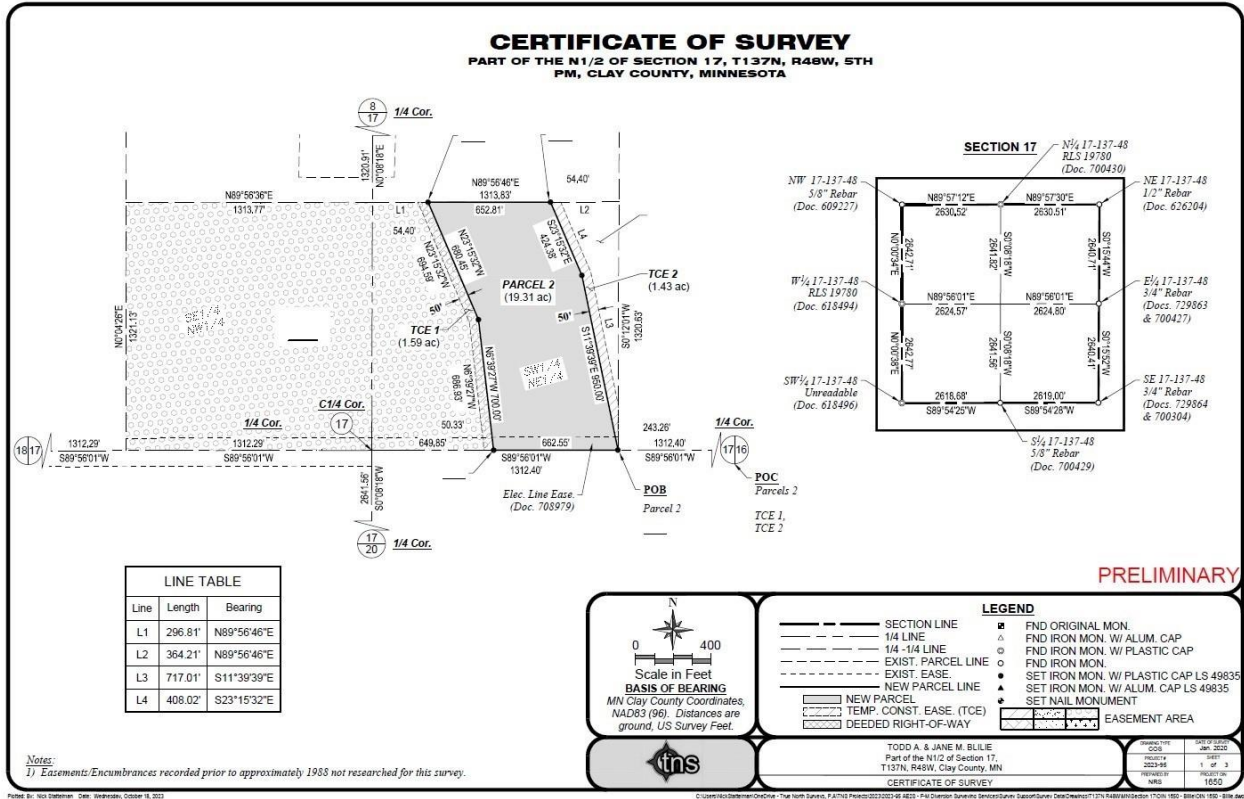
That part of the Southeast Quarter of Section 17, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

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.

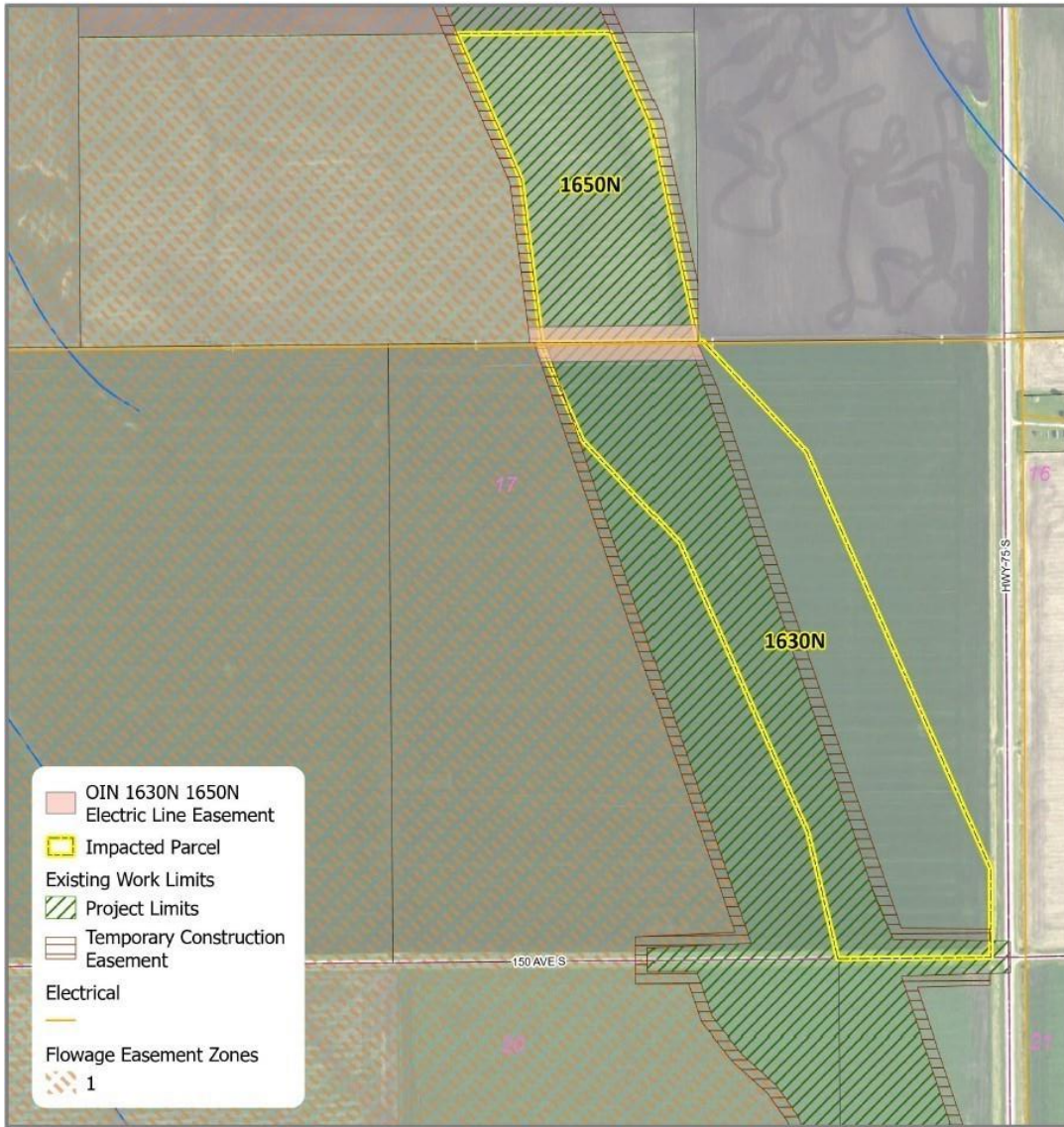
Said parcel contains 19.31 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

EXHIBIT B

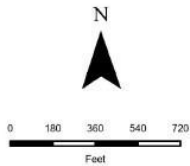
Electric Line Easement

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



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

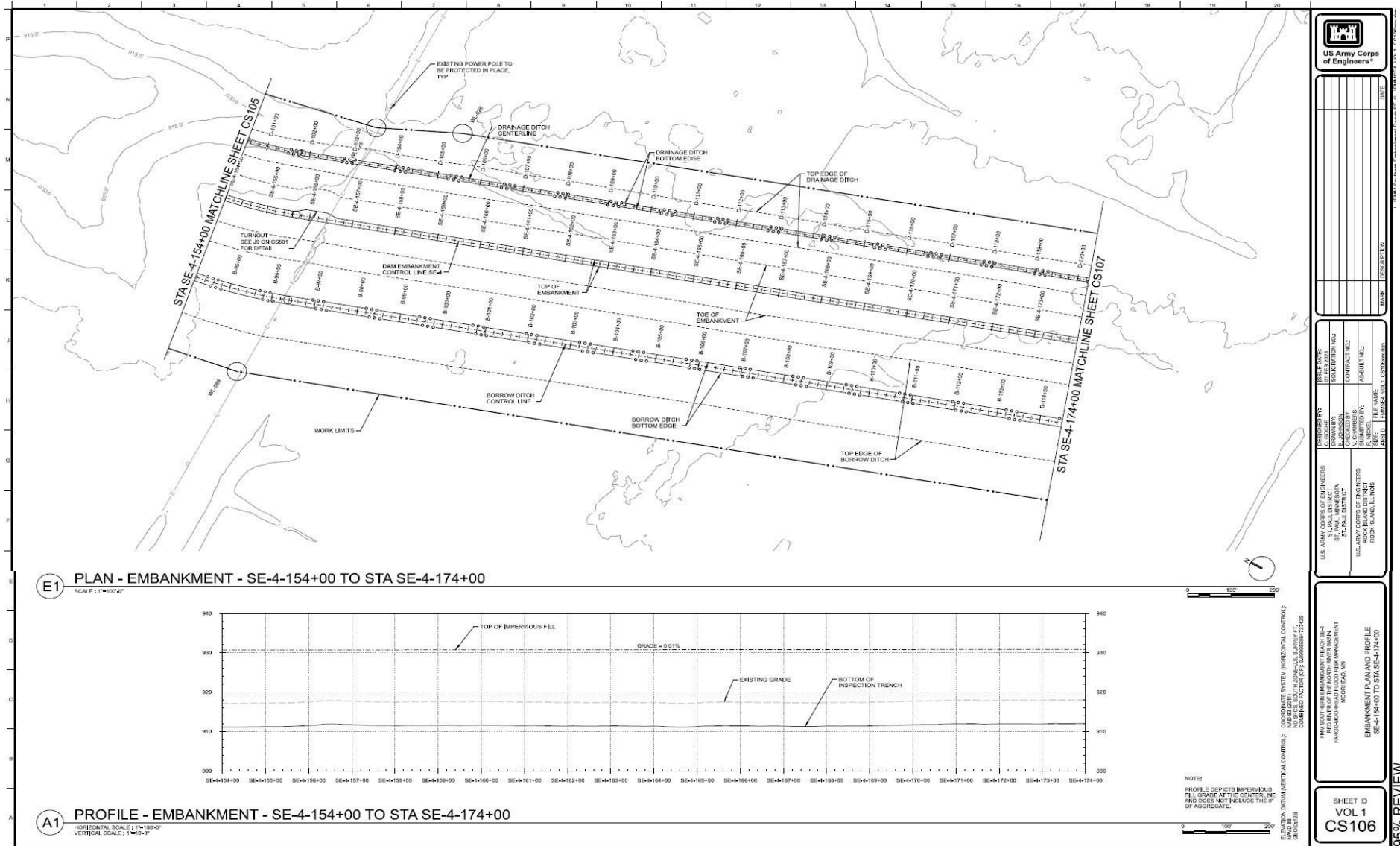


Exhibit C

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



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

Memorandum



To: Metro Flood Diversion Authority Finance Committee and Board

From: Joel Paulsen, Executive Director

Cc: John Shockley, Legal Counsel

Date: March 20, 2024

Re: Payment of Condemnation and Property Acquisition Funds to the MCCJPA

OVERVIEW

The United States Army Corps of Engineers (USACE) entered into a Project Partnership Agreement with the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority (Authority) to construct, operate, and maintain the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project) to provide flood risk management, 100-year certifiable flood protection, and the ability to fight larger, less-frequent floods. The Project includes approximately 7.5 miles of Southern Embankment and Associated Infrastructure (SEAI) in Minnesota that will be constructed by the USACE starting in 2024. In addition, the Project includes an upstream mitigation area (UMA) encompassing 6,700 acres of necessary flowage easements in Minnesota.

On July 1, 2019, the City of Moorhead and Clay County entered into the Minnesota Land Acquisition Joint Powers Agreement, creating the Moorhead Clay County Joint Powers Authority (MCCJPA). The Minnesota Land Acquisition Joint Powers Agreement authorizes the City of Moorhead and Clay County to work collaboratively to maximize efficiencies with respect to property acquisition in Minnesota for the Project.

In 2020, the MCCJPA retained professional right-of-way agents to work and communicate directly with property owners, present appraisals, purchase offers and negotiate settlements for board approval for necessary property rights. The last appraisals for Minnesota property rights were approved in August 2023. Purchase offers were made to the property owners based on the appraised values. Communications and negotiations with property owners have been occurring for several months and in many cases the communications began well over a year ago.

To maintain the Project construction schedule, the MCCJPA, along with the City of Moorhead and Clay County, will need to complete the acquisition of necessary property rights for the Southern Embankment by March 2024. As such, on September 28, 2023, the MCCJPA unanimously passed a resolution requesting the City of Moorhead engage in the property acquisition process by sending Last Written Offer letters and authorizing the use of eminent domain. On October 23, 2023, the City of Moorhead passed a resolution authorizing the use of eminent domain. Subsequently, Last Written Offers were sent to all affected property owners with an acceptance deadline of November 20, 2023. Legal counsel then filed the necessary eminent domain actions for property rights necessary for the Southern Embankment in Minnesota, along with flowage easements encumbering any other land owned by the same owners as the southern embankment property.

The next step in the eminent domain process is a necessity hearing. Necessity hearings are scheduled for late March 2024. Following a ruling on necessity, the next step is depositing the amount of the appraised value of the property rights being acquired with the court. In anticipation of the need to certify real estate to USACE to allow for bidding and construction of the Southern Embankment by April 1, 2024, it is necessary for the City of Moorhead and Clay County to deposit the appraised values with the court immediately after the ruling on necessity is made.

The Authority is the entity responsible for reimbursing the MCCJPA for property acquisition costs associated with the Project. Due to timing constraints, the Fiscal Agent (the City of Fargo) was directed pursuant to the Master Indenture of Trust to provide Clay County and Moorhead funds sufficient to make the necessary deposits for eminent domain filings as well as expected closing costs to occur by the end of March 2024. These costs were required to be paid as part of the court process and this memo is being provided to explain the transfers. The expense for the deposits was anticipated and approved as part of the Authority's 2024 Cash Budget. Exhibit A includes the Authority Directive Letter 2024-FA-13 that was sent to the Fiscal Agent to release the proposed funds.

RECOMMENDATION

The Metro Flood Diversion Authority Finance Committee and Board will receive and file this memo regarding the funding reimbursement to both the City of Moorhead and Clay County, MN (collectively the MCCJPA) for the following amounts.

- City of Moorhead = \$610,470 for eminent domain filings
- Clay County = \$8,076,239 for eminent domain filings
- Clay County = \$3,340,000 for expected closings by the end of March 2024

EXHIBIT A - Authority Directive Letter 2024-FA-13



March 18, 2024

VIA EMAIL TO: DAFiscalAgent@FargoND.gov

City of Fargo, Fiscal Agent of the Metro Flood Diversion Authority
 Attn: Director of Finance
 225 4th Street North
 Fargo, ND 58102

Re: Authority Directive Letter 2024-FA-13
 Reimbursement of Condemnation Funds to the MCCJPA

Ladies and Gentlemen:

Pursuant to the Master Indenture of Trust dated June 10, 2021, and the Minnesota Land Acquisition Joint Powers Agreement dated July 1, 2019, the Metro Flood Diversion Authority (the "Authority") is providing Additional Funds to the Moorhead-Clay County Joint Powers Authority (MCCJPA) to cover Allowable Costs to acquire Project Property (as defined in the above agreements).

Immediately upon receipt of this letter, which in no event shall be later than March 20, 2024, the Authority respectfully requests that the Fiscal Agent transfer funds from the FM Diversion Project Fund to the City of Moorhead and Clay County as detailed below. The amounts to be transferred total \$12,026,079.¹

- From the Comprehensive Project Account, please transfer Eleven Million Four Hundred Sixteen Thousand Two Hundred Thirty-Nine Dollars (**\$11,416,239**) to Clay County into the following bank account:

Bank Name	Wells Fargo
Bank Address	950 Holiday Dr Moorhead MN 56560 218-233-6141
Bank Routing #	██████████
Account #	██████████
	Clay County

¹ The breakdown of the total transfers is as follows: deposit to Clay County for eminent domain filings: \$8,076,239; deposit to Clay County for expected closings by end of March: \$3,340,000; deposit to Moorhead for Wilkin County eminent domain filings: \$610,470; for a total of: \$12,026,709.



- From the Comprehensive Project Account, please transfer Six Hundred Ten Thousand Four Hundred Seventy Dollars **(\$610,470)** to the City of Moorhead into the following bank account:

Name of Bank to Receive Funds:	Wells Fargo Bank Minnesota, NA
ABA Routing #:	██████████
Beneficiary Bank	Wells Fargo Bank Minnesota Moorhead Office
Account Number #:	██████████
Account Name	City of Moorhead, Minnesota
Contact Name at Bank:	Christopher Styring christopher.r.styring@wellsfargo.com
Contact Phone Number:	(612) 667-0235

Once the transfers are complete, please provide me with confirmations of the wire transfers for our records. If you should have questions or comments concerning the above, please feel free to contact this office.

Sincerely,

Joel Paulsen
Joel Paulsen
Executive Director

cc/email: Bank of North Dakota, Trustee
Martin Nicholson, Deputy Executive Director