



Finance Committee Agenda

Diversion Authority Finance Committee

August 21, 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 July 24, 2024
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 5)
5. Finance Report
[Attachment 01.00] (Pg. 30)
6. Cash Budget Report
[Attachment 02.00] (Pg. 55)
7. MOUs and Agreements
[Attachment 03.00] (Pg. 62)
 - a. Comstock Lutheran Church & MFDA Clara Cemetery Agreement
[Attachment 03.01] (Pg. 64)
8. DA Board Approval Contracting Actions
[Attachment 04.00] (Pg. 94)
 - a. Cass Rural Water User District – TO 12 Amendment 0 [Attachment 04.01] (Pg. 96)
9. Other Business
 - a. Resolution Authorizing Exchange of Temporary P3 Improvement Warrants (Authority)
[Attachment 05.00] (Pg. 98)
 - b. Co-Executive Director Interim Compensation
10. Next Meeting: September 25, 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 – July 24, 2024

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on July 24, 2024. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; David Ebinger, Clay County Commissioner; Chad Peterson, Cass County Commissioner; Mike Redlinger, Administrator, City of Fargo; Tony Grindberg, Cass County 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.

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 JUNE 2024 MEETING

MOTION PASSED

Mr. Steen moved to approve the minutes from the June 2024 meeting and Mr. Grindberg 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 and Mr. Redlinger seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through July 17, 2024, total \$19,194,298, and are payable to the usual vendors, with CCJWRD being the largest at \$16,951,581, and the City of Fargo being the second largest at \$1,226,425.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported that the total assets as of June 30, 2024, are \$286,910,790; liabilities total \$706,111; the current net position is \$286,204,679, and the grand total net position is \$286,499,354.

MOTION PASSED

Mr. Piepkorn moved to approve the financial report as presented and Mr. Peterson seconded the motion. On a voice vote, the motion carried.

6. CASH BUDGET REPORT

Mr. Barthel reported that the cash budget continues to track well. Legacy funds totaling \$49,057,000, have been received to date. \$1,620,000 has been received in interest deposits this month for a year-to-date total of \$5,740,000. The total monthly revenue is \$26,385,000.

\$5,533,844, has been spent in the Channel/P3 area; milestone payments to the developer total \$1,182,753, and approximately \$33,671,404, remains to be paid.

The operations budget continues to track in salary and benefits and office and other categories are in alignment as well.

7. MOUs AND AGREEMENTS

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

a. The Owners of the Monticello-Bison Transmission Project (CapX) & MFDA MURA – SEAI & UMA

The purpose of this Master Utility Relocation Agreement (MURA) is to ensure a coordinated, time-efficient, and cost-effective process for completing the Utility Relocation Project, for coordinating operations and maintenance activities after completion of the Utility Relocation Project, and for the development of individual Task Orders issued in conjunction with, and subject to, the terms and conditions of the Agreement. The MURA also incorporates the scope and costs associated with the previously executed Preliminary Engineering Services Agreement (PESA) into future Task Orders executed under this MURA.

MOTION PASSED

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

8. DA BOARD APPROVAL CONTRACTING ACTION

Mr. Barthel provided an overview and summary of the following contracting action:

Task Order 01, Amendment 0 – Utility Relocation – Monticello-Bison Transmission Project (CapX 2020) - \$1,897,429

This is a new task order to relocate the 345kV overhead transmission line. This task order includes engineering design, legal fees, materials, and construction costs associated with the relocation of the transmission line and two new structures to obtain the required clearance over the Southern Embankment reach SE-4.

MOTION PASSED

Mayor Mahoney moved to approve the contracting action as presented and Mr. Peterson seconded the motion. On a roll call vote, with Mr. Grindberg abstaining, the motion carried.

9. OTHER BUSINESS

There was no other business to report.

10. NEXT MEETING

The next meeting will be August 22, 2024.

11. ADJOURNMENT

The meeting adjourned at 4:39 PM.

Finance Committee Bills from August 2024

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #123 CCJWRD	\$	1,997,822.21
Clay County	Diversion bills – Request #44 MCCJPA	\$	1,336,203.77
City of Fargo	Reimburse complementary in-town flood projects	\$	473,589.94
Dorsey & Whitney	Legal services rendered through July 31, 2024	\$	244,241.14
Ankura Consulting	Consultant services rendered through June 30, 2024	\$	128,534.43
Ohnstad Twichell, P.C.	Legal services rendered through July 21, 2024	\$	118,433.25
Ankura Consulting	Consultant services rendered through July 31, 2024	\$	109,599.91
Dorsey & Whitney	Legal services rendered through July 31, 2024	\$	20,899.00
Southeast Water Users District	Reimburse engineering and legal services related to MURA	\$	20,603.95
Pleasant Township	Reimburse gravel costs related to MOU	\$	10,952.54
Rush River Water Resource District	Reimburse engineering and legal services related to MOU	\$	7,137.00
Cass County	Reimburse misc expenses from Diversion Authority office	\$	3,743.59
Southeast Cass Water Resource District	Reimburse engineering services related to MOU	\$	1,120.55
Total Bills Received through August 15, 2024		\$	<u>4,472,881.28</u>



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

August 6, 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

Keith Weston
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,997,822.21 regarding the above referenced project.

Jacob Gust
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.

Rick Steen
Manager
Fargo, North Dakota

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
Treasurer**

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

Enclosures



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

August 6, 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 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	\$1,336,203.77
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We respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

FM Diversion MCCJPA invoices					Processed			
Vendor	Invoice Date	Invoice Description	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Red River Valley Coop	7/2/24	svc 13689 3rd st s	\$55.16		7/16/24	7/24/24	566125	8/6/2024
Red River Valley Coop	7/2/24	svc 3348 180th ave s	\$52.88		7/16/24	7/24/24	566125	8/6/2024
The Hawley Herald	6/17/24	jp meeting	\$36.00	5487	7/18/24	7/24/24	566133	8/6/2024
The Title Co	7/25/24	oin 7104 affield	\$12,801.00		7/25/24	7/25/24	907301	8/6/2024
Phyllis Nelson & Donald Nelson	8/1/24	court order flowage easement	\$618,480.00		8/1/24	8/1/24	120264	8/6/2024
Rhoda Ueland	8/1/24	court order flowage easement	\$597,840.00		8/1/24	8/1/24	120265	8/6/2024
Larkin Hoffman	7/9/24	prof svcs through 6/30/24	\$5,609.00	841853	7/28/24	8/7/24	120328	8/6/2024
Larkin Hoffman	7/9/24	prof svcs through 6/30/24	\$240.00	841855	7/28/24	8/7/24	120328	8/6/2024
Ohnstad Twichell	7/15/24	enviro monitoring	\$51.00	197192	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	Upstream mitigation	\$31,304.30	197193	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	Southern embankment	\$4,526.00	197194	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	general 2024	\$2,975.60	197197	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	eminent domain clay	\$2,029.80	197195	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	eminent domain wilkin	\$15,084.20	197196	7/15/24	8/7/24	566210	8/6/2024
Ohnstad Twichell	7/15/24	aaland open records requests	\$5,408.22	197198	7/15/24	8/7/24	566210	8/6/2024
ProSource Technologies	6/30/24	prof svcs thru 6/29/24	\$14,016.45	3678	7/19/24	8/7/24	566214	8/6/2024
SRF Consulting Group	6/30/24	prof svcs through 6/30/24	\$18,056.56	13820.00-45	6/29/24	8/7/24	566224	8/6/2024
ProSource Technologies	5/31/24	prof svcs through 6/1/24	\$7,637.60	3573	8/5/24	8/14/24	TBD	8/6/2024

\$1,336,203.77



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

August 13, 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 #35 for reimbursement invoices paid totaling \$473,589.94. These costs are for work on complementary in-town flood protection projects for costs paid in July 2024.

Project Narrative, this request:

Project Number	Project Description	Amount
BR24C	WM Rep St RCN	8,977.50
FM1471	Drain 27 Lift Station #56 Flood Risk Management	3,586.50
FM15J	Belmont Flood Risk Management Project	256.28
FM19C	Woodcrest Drive Area - Flood Risk Management	411.00
FM21A	Red River Erosion Protection & Bank Stabilization	23,410.13
FM24A	South University Wall Rep	262,130.75
NR23A	Storm Lift Rehab - #27 & 38	127,139.45
NR24B	Storm Lift Rehab - #11 & 57	47,678.33
Total Expense for Period		\$473,589.94

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

July 1, 2023 - July 31, 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	SRF Eligible?	SRF Amount
BR24C1	WM REP ST RCH-woodrest	4600002062000	Retainage and Retainage R	472.50	337387	BR24C1 #7 058	07/18/2024	MASTER CONSTRUCTION CO INC	7	2024	5	Y	(472.50)
BR24C1	WM REP ST RCH-woodrest	46035305107358	Flood Mitigation	9,450.00	337387	BR24C1 #7 044	07/18/2024	MASTER CONSTRUCTION CO INC	7	2024	5	Y	9,450.00
BR24C1 - Total				9,922.50									
FM1471	FLOOD MIT-DK 27 429-129	46035305103305	DRAIN 27	3,596.50	337176	71473	07/11/2024	HOUSTON ENGINEERING INC	7	2024	1	Y	3,586.50
FM1471 - Total				3,596.50									
FM1516	FLOOD MIT-Belmont Park	46035305103332	FLOOD MITIGATION BELMONT	256.20	337436	13448-03-11	07/18/2024	SRF CONSULTING GROUP, INC	7	2024	6	N	-
FM1516 - Total				256.20									
FM19C0	FLOOD MIT-Woodrest	46035305103305	WOODCREST FLOOD MITIGATION	411.00	337176	71399	07/11/2024	HOUSTON ENGINEERING INC	7	2024	1	N	-
FM19C0 - Total				411.00									
FM21A0	FLOOD MIT-RR Erosion Sluiv	46035305103305	RED RIVER EROSION PROT	23,410.13	337176	71402	07/11/2024	HOUSTON ENGINEERING INC	7	2024	1	N	-
FM21A0 - Total				23,410.13									
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	4,849.80	337190	10208744	07/11/2024	KLJ ENGINEERING, LLC	7	2024	3	N	-
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	176.40	337190	10208745	07/11/2024	KLJ ENGINEERING, LLC	7	2024	3	N	-
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	19,188.45	337729	10210077	08/01/2024	KLJ ENGINEERING, LLC	7	2024	8	N	-
FM24A0 - Total				24,214.65									
FM24A1	FLOOD MIT-S Univ wall rep	4600002062000	Retainage and Retainage R	4,485.20	337178	FM24A1 #1 071	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1	FLOOD MIT-S Univ wall rep	4600002062000	Retainage and Retainage R	4,036.70	337365	FM24A1 #2 056	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				8,521.90									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107356	Paving	697.00	337178	FM24A1 #1 027	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1	FLOOD MIT-S Univ wall rep	46035305107356	Paving	367.00	337365	FM24A1 #2 042	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				1,064.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107358	Watermain	2,250.00	337178	FM24A1 #1 028	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1	FLOOD MIT-S Univ wall rep	46035305107358	Watermain	2,250.00	337365	FM24A1 #2 036	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				4,500.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107359	Watermain	700.00	337365	FM24A1 #2 038	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				700.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107361	Miscellaneous	1,625.00	337178	FM24A1 #1 026	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1 - Total				1,625.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107362	Watermain	123,382.00	337178	FM24A1 #1 029	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1	FLOOD MIT-S Univ wall rep	46035305107362	Sanitary Sewer	18,540.00	337365	FM24A1 #2 040	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1	FLOOD MIT-S Univ wall rep	46035305107362	Watermain	51,477.00	337365	FM24A1 #2 041	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				193,499.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107363	Watermain	23,000.00	337365	FM24A1 #2 039	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				23,000.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107366	Miscellaneous	25,560.00	337365	FM24A1 #2 037	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				25,560.00									
FM24A1	FLOOD MIT-S Univ wall rep	46035305107369	Erosion Control	1,790.00	337178	FM24A1 #1 025	07/11/2024	INDUSTRIAL BUILDERS INC	7	2024	2	N	-
FM24A1	FLOOD MIT-S Univ wall rep	46035305107369	Erosion Control	1,760.00	337365	FM24A1 #2 043	07/18/2024	INDUSTRIAL BUILDERS INC	7	2024	4	N	-
FM24A1 - Total				3,550.00									
FM24A1 - Total				237,916.10									
NR23A0	STRM LFT RHAB DR 27 /38 S	46035305103305	STRM SWR LS #47&48	88,029.88	337176	71403	07/11/2024	HOUSTON ENGINEERING INC	7	2024	1	Y	88,029.88
NR23A0 - Total				88,029.88									
NR23A3	STRM LFT RHAB DR 27 /38 S	4600002062000	Retainage and Retainage R	4,345.51	337698	NR23A3 #4 050	08/01/2024	FUSION AUTOMATION INC.	7	2024	7	Y	(4,345.51)
NR23A3 - Total				4,345.51									
NR23A3	STRM LFT RHAB DR 27 /38 S	46035305107358	LIR Station #48 Electric	43,455.08	337698	NR23A3 #4 011	08/01/2024	FUSION AUTOMATION INC.	7	2024	7	Y	43,455.08
NR23A3 - Total				43,455.08									
NR23A3 - Total				38,109.47									
NR24B0	STRM LFT RHAB-#11 & 57	46035305103305	STORM LS #11&57	47,650.33	337176	71474	07/11/2024	HOUSTON ENGINEERING INC	7	2024	1	Y	47,650.33
NR24B0 - Total				47,650.33									
NR24B2	STRM LFT RHAB-#11 & 57	46035305103306	Water Back Test June 24	28.00	5820240712	5820240712	07/17/2024	City of Fargo	7	2024	9	Y	28.00
NR24B2 - Total				28.00									
NR24B2 - Total				28.00									
Overall - Total				473,589.94									

Aug 9, 2024

1

12:44:35 PM

187,381.78 Total SRF

286,208.16 Total Legacy



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 12, 2024
Invoice Number 3999391

Client-Matter No.: 491379-00004
Provide advice on potential construction litigation claims

For Legal Services Rendered Through July 31, 2024

INVOICE TOTAL

Total For Current Legal Fees	\$242,070.00
Total For Current Disbursement and Service Charges	\$2,171.14
Total Due This Invoice	\$244,241.14

Payment Methods

ACH/Wire (Preferred Method)

Beneficiary Bank	U.S. Bank National Association
	800 Nicollet Mall
	Minneapolis, MN 55402
ABA Routing Number	091000022
Account Number	1047-8339-8282
Swift Code	USBKUS44IMT

Check

Dorsey & Whitney LLP
P.O. Box 1680
Minneapolis, MN 55480-1680

Online Options

Contact our Billing team for first time access credentials at onlinepayments@dorsey.com

Payment site:
[Dorsey Login \(e-billexpress.com\)](https://www.dorsey.com/billing)

Please make reference to the invoice number – send remittance to remittance@dorsey.com

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ ARhelpdesk@dorsey.com or 612-492-5278.



Metro Flood Diversion Authority
 Client-Matter No.: 491379-00004
 Invoice Number: 3999391

August 12, 2024
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Timekeeper Summary

Name	Hours	Billed Rate	Amount
Burkhart, Rachel	56.90	620.00	35,278.00
Dolezal, Lauri	0.80	400.00	320.00
Keane, Bryan	84.30	715.00	60,274.50
Knoll, Jocelyn	82.80	800.00	66,240.00
Obergfell, Vicki M.	6.70	400.00	2,680.00
Racine, David	85.90	535.00	45,956.50
Stark, Mary Jo	27.30	420.00	11,466.00
Webster, Nathan	41.80	475.00	19,855.00
Total all Timekeepers	386.50		242,070.00

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ ARhelpdesk@dorsey.com or 612-492-5278.



Ankura Consulting Group LLC
 PO Box 74007043
 Chicago, IL 60674-7043

INVOICE

Date	Invoice Number
07/24/2024	CI-118579

Payment Terms	Due Date
Net 30	08/23/2024

FEIN NO.:	47-2435218
-----------	------------

Bill To:
John Shockley Metro Flood Diversion Authority c/o John Shockley 444 Sheyenne Street, Suite 102 Wells Fargo, ND 58078 United States of America

Project Information:	
Project Name:	P-013258 Metro Flood Diversion Authority - Fargo-Moorhead Flood Risk Management Project
Project Number:	P-013258
PO Number:	

Professional Services rendered, see attached.

Net Amount:	128,534.43
Tax:	
Total Invoice Amount:	USD 128,534.43

For any questions regarding billing, wire or ACH payments, please contact accounting@ankura.com.

Remittance Information:	
<p>Electronic Payment Info</p> <p><u>Wire Instructions</u></p> Account Name: Ankura Consulting Group LLC Account Number: 226005697768 Bank of America 222 Broadway New York, NY 10038 United States ABA# 026009593 SWIFT: BOFAUS3N	
<p><u>ACH Instructions</u></p> Account Name: Ankura Consulting Group LLC Account Number: 226005697768 Bank of America 1455 Market Street San Francisco, CA 94109 United States ABA# 054001204 SWIFT: BOFAUS3N	
<p>Please include the invoice number and/or Ankura project number to your remittance to ensure prompt application of funds.</p>	

Project #: P-013258
Invoice Date: 7/24/2024
Invoice Number: CI-118579
Professional Services Through: 6/30/2024
Currency: USD

Invoice Summary

Professional Services	126,770.00
Expenses	<u>1,764.43</u>
Current Invoice Total:	128,534.43

Project #: P-013258
Invoice Date: 7/24/2024
Invoice Number: CI-118579
Professional Services Through: 6/30/2024
Currency: USD

Professional Services - Summary By Person

Name	Title	Rate	Hours	Amount
Melissa Morea	Senior Managing Director	525.00	44.0	23,100.00
Andrew Davis	Director	350.00	134.0	46,900.00
Kelsy Kurfirst	Director	350.00	115.0	40,250.00
Marissa Wade	Associate	280.00	59.0	16,520.00
Total			352.0	126,770.00

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 (JTS) Invoice # 197722

Flood Diversion Board
 Bond Counsel Work - PPP

Date: August 5, 2024

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	122.5	\$398.00	\$48,755.00
SNW	1.0	\$398.00	\$398.00
KJS	36.2	\$398.00	\$14,407.60
LWC	27.3	\$398.00	\$10,865.40
DCP	2.9	\$398.00	\$1,154.20
KJM	64.2	\$345.00	\$22,149.00
TJF	4.0	\$265.00	\$1,060.00
AJR	37.1	\$235.00	\$8,718.50
TWS	0.1	\$225.00	\$22.50
LDS	38.8	\$225.00	\$8,730.00
NLK	3.5	\$180.00	\$630.00
Total Fees:	337.6		\$116,890.20
Photocopies			\$451.00
UPS			\$74.77
Recording Fees			\$51.00
Total Expenses:			\$1,543.05
Grand Total			\$118,433.25

	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
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
ABG Alexander B. Gruchala, Associate	\$365.00
JRS J.R. Strom, Associate	\$350.00
KJM Kathryn J. McNamara, Associate	\$345.00
JAM Jenna A. McPherson, Associate	\$310.00
SJH Stephen J. Hilfer, Associate	\$325.00
TJF Tiffany J. Findlay, Associate	\$265.00
MAN Morgan A. Nyquist, Associate	\$280.00
BMK Brittney M. Kelley, Associate	\$310.00
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
DLR Dena L. Ranum, Paralegal	\$180.00
ATW Amy T. White, Paralegal	\$205.00
LDS Lynne D. Spaeth, Paralegal	\$225.00
PCD Philip C. Dowdell, Legal Project Coordinator	\$160.00
NLK Nicholas L. Klehr, Law Clerk	\$180.00

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 197722 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$44,854.20
151395-4	Public Finance Issues	\$94.00
151395-5	Consultant Contract Review/Development	\$955.20
151395-12	USACE Interface/Questions	\$2,009.70
151395-13	Third Party Utility MOU's	\$17,032.40
151395-17	EPA WIFIA Loan	\$378.30
151395-23	PRAM	\$79.60
151395-24	P3 Implementation	\$28,711.70
151395-27	UMA/Utility Review	\$9,011.90
151395-28	CCJWRD Temporary RIB 2024A	\$869.50
151395-30	Dispute Review Board Matters	\$12,893.70
TOTAL		\$116,890.20



Ankura Consulting Group LLC
 PO Box 74007043
 Chicago, IL 60674-7043

INVOICE

Date	Invoice Number
08/13/2024	CI-120311

Payment Terms	Due Date
Net 30	09/12/2024

FEIN NO.:	47-2435218
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Bill To:
John Shockley Metro Flood Diversion Authority c/o John Shockley 444 Sheyenne Street, Suite 102 Wells Fargo, ND 58078 United States of America

Project Information:
Project Name: P-013258 Metro Flood Diversion Authority - Fargo-Moorhead Flood Risk Management Project Project Number: P-013258 PO Number:

Professional Services rendered, see attached.

Net Amount:	109,599.91
Tax:	
Total Invoice Amount:	USD 109,599.91

For any questions regarding billing, wire or ACH payments, please contact accounting@ankura.com.

Remittance Information:	
<p>Electronic Payment Info</p> <p><u>Wire Instructions</u></p> Account Name: Ankura Consulting Group LLC Account Number: 226005697768 Bank of America 222 Broadway New York, NY 10038 United States ABA# 026009593 SWIFT: BOFAUS3N	<p><u>ACH Instructions</u></p> Account Name: Ankura Consulting Group LLC Account Number: 226005697768 Bank of America 1455 Market Street San Francisco, CA 94109 United States ABA# 054001204 SWIFT: BOFAUS3N
<p>Please include the invoice number and/or Ankura project number to your remittance to ensure prompt application of funds.</p>	

Project #: P-013258
Invoice Date: 8/13/2024
Invoice Number: CI-120311
Professional Services Through: 7/31/2024
Currency: USD

Invoice Summary

Professional Services	108,307.50
Expenses	1,292.41
Current Invoice Total:	109,599.91
Outstanding Invoices	128,534.43
Total Amount Due	238,134.34

Project #: P-013258
Invoice Date: 8/13/2024
Invoice Number: CI-120311
Professional Services Through: 7/31/2024
Currency: USD

Professional Services - Summary By Person

Name	Title	Rate	Hours	Amount
Melissa Morea	Senior Managing Director	525.00	26.3	13,807.50
Andrew Davis	Director	350.00	115.7	40,495.00
Kelsy Kurfirst	Director	350.00	97.5	34,125.00
Marissa Wade	Associate	280.00	71.0	19,880.00
Total			310.5	108,307.50



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 12, 2024
Invoice Number 3999384

Client-Matter No.: 491379-00006
Employment advice

For Legal Services Rendered Through July 31, 2024

INVOICE TOTAL

Total For Current Legal Fees	\$20,899.00
Total Due This Invoice	\$20,899.00

Payment Methods

ACH/Wire (Preferred Method)

Beneficiary Bank	U.S. Bank National Association 800 Nicollet Mall Minneapolis, MN 55402
ABA Routing Number	091000022
Account Number	1047-8339-8282
Swift Code	USBKUS44IMT

Check

Dorsey & Whitney LLP
P.O. Box 1680
Minneapolis, MN 55480-1680

Online Options

Contact our Billing team for first time access credentials at onlinepayments@dorsey.com

Payment site:
[Dorsey Login \(e-billexpress.com\)](https://dorseylogin.com)

Please make reference to the invoice number – send remittance to remittance@dorsey.com

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ ARhelpdesk@dorsey.com or 612-492-5278.



Metro Flood Diversion Authority
Client-Matter No.: 491379-00006
Invoice Number: 3999384

August 12, 2024
Page 5



Total Hours **31.10**

	Total For Legal Fees	\$20,899.00
	Total This Invoice	\$20,899.00

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ ARhelpdesk@dorsey.com or 612-492-5278.

Southeast Water Users District Summary of MURA Invoices

<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Amount</u>
04/25/23	86912	AE2S	\$ 1,083.75
05/23/23	87533	AE2S	760.00
07/25/23	88667	AE2S	2,367.00
08/22/23	89235	AE2S	380.00
09/26/23	89924	AE2S	1,092.50
10/24/23	90517	AE2S	2,484.00
01/23/24	92503	AE2S	663.00
06/25/24	95912	AE2S	4,260.00
07/23/24	96416	AE2S	532.50
07/24/24	2625	Eppler Law Office	6,981.20
			-

			\$ 20,603.95

GLACIER ENTERPRISES, LLC

PO Box 189
Horace, ND 58047

Invoice

Invoice #: 3575
Invoice Date: 6/18/2024
Due Date: 7/3/2024
Project:
P.O. Number:

Bill To:

Pleasant Township
305 7th ST
Hickson, ND 58047

Description	Hours/Qty	U/M	Rate	Amount
Class 5 gravel to 171st Ave SE	250.62	yd	24.25	6,077.54
Total				\$6,077.54
Payments/Credits				\$0.00
Balance Due				\$6,077.54

GLACIER ENTERPRISES, LLC

PO Box 189
Horace, ND 58047

Invoice

Invoice #: 3603
Invoice Date: 7/18/2024
Due Date: 8/2/2024
Project:
P.O. Number:

Bill To:
 Pleasant Township
 305 7th ST
 Hickson, ND 58047

Description	Hours/Qty	U/M	Rate	Amount
Widen intersection at 50th ST SE			4,875.00	4,875.00

Total	\$4,875.00
Payments/Credits	\$0.00
Balance Due	\$4,875.00



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

July 22, 2024

Dick Sundberg
Manager
Harwood, North Dakota

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

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$7,137.00 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

Leilei Bao

Leilei Bao
Treasurer

Melissa Hinkemeyer
Director, Secretary

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

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



INVOICE: INV011110

Date 08/06/2024
 Invoice account 198

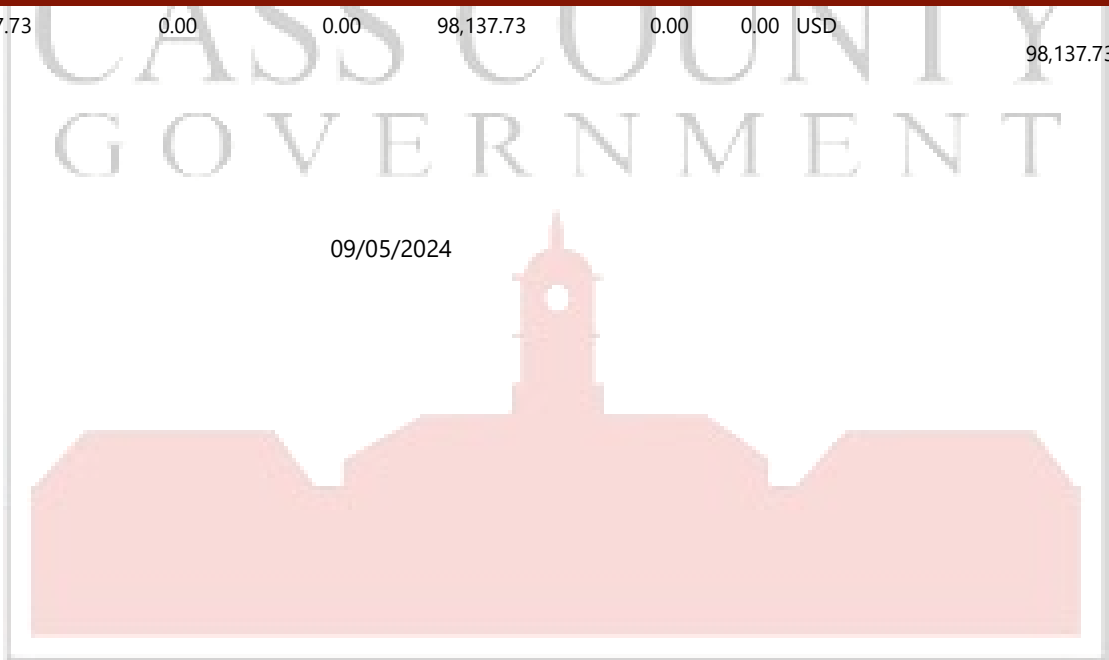
CITY OF FARGO
 PO BOX 49
 Fargo, ND

Description	Quantity	Unit price	Amount
FM DIVERSION PAYROLL	1.00	94,394.14	94,394.14
FM DIVERIONS MISC	1.00	3,743.59	3,743.59

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
98,137.73	0.00	0.00	98,137.73	0.00	0.00	USD	98,137.73

Due date

09/05/2024



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: **INV011110**

Date: 08/06/2024

Total: 98,137.73

Name: CITY OF FARGO

Account #: 198

Due date 09/05/2024



Southeast Cass
Water Resource
District

SENT VIA EMAIL

Keith Weston
Chairman
Fargo, North Dakota

Dave Branson
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

July 22, 2024

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$1,120.55 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

Leilei Bao

Leilei Bao
Treasurer

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 241,340,515	\$ 430,321	\$ 241,770,836
Cash Horace 3.01 MIT	4,396,172	-	4,396,172
Cash BRRWD	8,757,505	-	8,757,505
Cash Held In Trust at BND			
Excess Revenue Fund	697,364	-	697,364
Temp Debt Obligation Fund	2,078,224	-	2,078,224
Authority Loan Fund	129,452	-	129,452
P3 Reserve Fund	16,133,951	-	16,133,951
SRF Loan Reserve Fund	2,291,764	-	2,291,764
Revenue Fund	2,419	-	2,419
Prepaid Expense	4,633,885	-	4,633,885
Refundable Deposit	50,000	-	50,000
Total assets	280,511,251	430,321	280,941,572
Liabilities			
Vouchers payable	17,904,540	97,497	18,002,037
Retainage payable	108,742	-	108,742
Rent Deposit	18,750	-	18,750
Deferred Revenue	5,500	-	5,500
Total liabilities	18,037,532	97,497	18,135,028
 NET POSITION	 \$ 262,473,719	 \$ 332,825	 \$ 262,806,544

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	8/1/2024	337665	Cass County Government	\$71,496.26	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$71,496.26			
770-7910-429.20-01	8/1/2024	337665	Cass County Government	\$7,352.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,352.00			
770-7910-429.20-03	8/1/2024	337665	Cass County Government	\$160.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	8/1/2024	337665	Cass County Government	\$29.20	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$29.20			
770-7910-429.21-01	8/1/2024	337665	Cass County Government	\$4,309.43	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,309.43			
770-7910-429.21-02	8/1/2024	337665	Cass County Government	\$1,007.85	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,007.85			
770-7910-429.22-07	8/1/2024	337665	Cass County Government	\$9,480.40	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,480.40			
770-7910-429.33-37	7/11/2024	337173	HighRoad Partners, LLC	\$600.00	HR SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	7/11/2024	337200	Marco Technologies	\$686.20	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	7/25/2024	337553	Marco Technologies	\$2,042.84	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	8/1/2024	337679	CONSOLIDATED COMMUNI	\$470.00	ACCT #701-150-0113/0	V00106	EXECUTIVE DIRECTOR
Technical Services / Computer Services				\$3,199.04			
770-7910-429.53-20	8/1/2024	337665	Cass County Government	\$388.11	DIVERSION MISC EXPENSE	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$388.11			
770-7910-429.56-60	8/1/2024	337665	Cass County Government	\$2,008.46	DIVERSION MISC EXPENSE	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$2,008.46			
770-7910-429.61-10	8/1/2024	337665	Cass County Government	\$98.63	DIVERSION MISC EXPENSE	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$98.63			

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.68-30	8/1/2024	337665	Cass County Government	\$696.46	DIVERSION MISC EXPENSE	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$696.46			
770 Subtotal				\$100,825.84			
790-0000-206.10-00	7/3/2024	337084	Schmidt and Sons Inc.	\$35,727.77	PAY VENDOR RETAINAGE	V03806	WP-50G PROP STRUCT MITIG
Retainage				\$35,727.77			
790-7910-429.33-20	7/11/2024	337149	EIDE BAILLY LLP	\$8,551.25	DIVERSION AUDIT	V06406	2023 AUDIT
Other Services / Accounting Services				\$8,551.25			
790-7910-429.33-25	7/3/2024	337065	OHNSTAD TWICHELL PC	\$115,701.89	PROF SERVICES: DIVERSION	V00102	General & Admin. WIK
	7/25/2024	337518	FTI Consulting Technology LLC	\$14,380.00	MAY FORENSIC REVIEW SERV	V13001	LEGAL-FORENSIC ANALYSIS
	8/1/2024	337684	DORSEY & WHITNEY LLP	\$257,262.59	FIVERSION LEGAL FEES	V00101	Dorsey Whitney Legal
	8/1/2024	337684	DORSEY & WHITNEY LLP	\$8,985.50	DIVERSION LEGAL FEES	V00101	Dorsey Whitney Legal
Other Services / Legal Services				\$396,329.98			
790-7910-429.34-20	7/18/2024	337317	C THREE MEDIA, LLC	\$10,231.64	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	7/18/2024	337408	Neon Loon Communications, LL	\$11,811.75	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	8/1/2024	337660	C THREE MEDIA, LLC	\$12,798.73	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$34,842.12			
790-7910-429.34-40	8/1/2024	337695	Flint Group	\$150.00	WEBSITE DESIGN	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$150.00			
790-7910-429.34-56	7/24/2024	ES072400	City of Fargo	\$17,483.00	FISCAL AGENT FEE - 07/24	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$17,483.00			
790-7910-429.38-68	7/18/2024	337347	GA Group, PC	\$4,000.00	GOVT RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	7/18/2024	337306	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7915-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$225,100.06	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$69,124.47	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	7/18/2024	337416	MOORE ENGINEERING INC	\$5,000.00	REIMB MOORE ENGINEERING	V02423	TO9 - MILL & OVERLAY
Other Services / Engineering Services				\$299,224.53			
790-7920-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$52,004.83	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$25,968.00	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$77,972.83			
790-7920-429.33-79	7/11/2024	337220	MOORE ENGINEERING INC	\$775.43	REIMB REQ#128	V02421	OXBOW MOU-MOORE PROJ MG
	7/18/2024	337327	CH2M Hill Engineers Inc	\$527,965.14	PROPERTY MGMT SERVICES	V00211	CH2M HILL-6/2019-12/2021
	7/18/2024	337327	CH2M Hill Engineers Inc	\$950,077.79	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,478,818.36			
790-7930-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$28,200.25	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$38,447.28	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	7/25/2024	337491	MOORE ENGINEERING INC	\$64,500.71	REIMB MOORE ENGINEERING	V10601	CITY OF CHRISTINE MOU
	8/1/2024	337671	HDR Engineering, Inc.	\$10,555.77	HDR ENGINEERING	V01201	Cass Joint Water ROE
	8/1/2024	337671	SRF Consulting Group	\$12,244.69	SRF CONSULTING GROUP	V01201	Cass Joint Water ROE
	8/1/2024	337671	ULTEIG ENGINEERS INC	\$378.00	ULTEIG OPERATIONS	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$154,326.70			
790-7930-429.33-25	7/25/2024	337491	Swanson & Warcup	\$192.50	REIMB SWANSON & WARCUP	V10601	CITY OF CHRISTINE MOU
	8/1/2024	337671	Larkin Hoffman Attorneys	\$59,154.32	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
	8/1/2024	337671	OHNSTAD TWICHELL PC	\$123,891.05	OHNSTAD TWICHELL, PC	V01201	Cass Joint Water ROE
	8/1/2024	337674	LIES, BULLIS & HATTING, P	\$780.00	REIMB LIES, BULLIS & HATT	V10601	CITY OF CHRISTINE MOU
Other Services / Legal Services				\$184,017.87			
790-7930-429.33-79	7/18/2024	337327	CH2M Hill Engineers Inc	\$36,314.96	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$36,314.96			
790-7930-429.38-95	7/25/2024	337540	JT LAWN SERVICE LLC	\$44,199.00	MOWING & WEED CONTROL	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$44,199.00			

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.38-99	8/1/2024	337671	Title Company	\$50.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$50.00			
790-7930-429.52-70	7/11/2024	337265	Watts and Associates, Inc.	\$4,098.58	CROP INS DEVELOPMENT	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$4,098.58			
790-7930-429.61-50	8/1/2024	337671	CASS COUNTY JOINT WATE	\$70.21	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
General Supplies / Postage				\$70.21			
790-7930-429.62-51	7/18/2024	337321	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	Cass County Electric Cooperativ	\$82.06	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$195.06			
790-7930-429.67-12	8/1/2024	337671	1093N - RICHARD FARM ENT	\$76,952.00	GLASS IMPRESSIONS LLC	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	2014 - ODEGAARD 4	\$14,984.55	BRETT & HEIDI ODEGAARD	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$91,936.55			
790-7930-429.71-30	8/1/2024	337671	0233Y - CASS COUNTY JOIN	(\$3,311.67)		V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0726Y2 - CASS COUNTY JOIN	(\$44,130.00)	CASS COUNTY JOINT WRD	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0730Y2 - CASS COUNTY JOIN	(\$44,130.00)	CASS COUNTY JOINT WRD	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1080N - ROSELLA BELLEMA	\$1,001,453.40	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1081N - ROSELLA BELLEMA	\$1,001,453.39	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1088Y - CASS COUNTY JOIN	(\$3,311.66)		V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1130 - JOHN & CYNTHIA VA	\$1,653,155.22	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1173N - HARVEY BRAKKEN	(\$3,311.67)		V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	9736N - CHARLES F COSTER	\$71,772.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	9737N - CHARLES F COSTER	\$71,772.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2024	ES072400	0233Y - CASS COUNTY JOIN	\$3,311.67	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2024	ES072400	0726Y2 - CASS COUNTY JOIN	\$44,130.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2024	ES072400	0730Y2 - CASS COUNTY JOIN	\$44,130.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2024	ES072400	1088Y - CASS COUNTY JOIN	\$3,311.66	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2024	ES072400	1173N - HARVEY BRAKKEN	\$3,311.67	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$3,799,607.01			

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790-7930-429.71-31	8/1/2024	337671	0821 - BRODSHAUG 2	\$563,099.30	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0828 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0829 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0840 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0841 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0849 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0856 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	0857 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1904 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1918 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1929 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1930 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1932 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1940 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1941 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1944 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1951 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1970 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1971 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1972 - BRODSHAUG 2	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1973 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	1998 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2024	337671	2000 - BRODSHAUG 1	\$563,099.21	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$12,951,281.92			
790-7930-429.73-20	7/3/2024	337084	Schmidt and Sons Inc.	\$49,480.00	RP#3 WP038B PROP STRUCTUR	V03808	WP-38B CONSTRUCTION
	7/3/2024	337084	Schmidt and Sons Inc.	\$16,736.67	PR#6 WP-50G PROPR STRUCTU	V03806	WP-50G PROP STRUCT MITIG
	8/1/2024	337774	Schmidt and Sons Inc.	\$44,175.00	PROPRTY STRUCTURE MITIGAT	V03809	WP38C-OIN1113-MITIGATION
Infrastructure / Site Improvements				\$110,391.67			

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790-7931-429.33-05	7/3/2024	336992	Prosource Technologies, Inc	\$25,534.23	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	7/3/2024	336992	SRF Consulting Group	\$47,543.61	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$73,077.84			
790-7931-429.33-25	7/3/2024	336992	Larkin Hoffman Attorneys	\$5,366.50	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	7/3/2024	336992	OHNSTAD TWICHELL PC	\$99,612.49	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
	8/1/2024	337676	OHNSTAD TWICHELL PC	\$36,404.54	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$141,383.53			
790-7931-429.33-32	8/1/2024	337676	CROWN APPRAISALS	\$5,500.00	CROWN APPRAISALS INC	V06201	MCCJPA - MN ROE
Other Services / Appraisal Services				\$5,500.00			
790-7931-429.54-10	7/3/2024	336992	The Hawley Herald	\$72.00	THE HAWLEY HERALD	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$72.00			
790-7931-429.61-50	7/3/2024	336992	FORUM COMMUNICATIONS	\$10.69	FORUM COMMUNICATIONS	V06201	MCCJPA - MN ROE
General Supplies / Postage				\$10.69			
790-7931-429.62-51	7/3/2024	336992	RED RIVER VALLEY COOPE	\$218.04	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$218.04			
790-7931-429.71-31	8/1/2024	337676	1254 - THISETH	\$60,100.33	THE TITLE CO	V02301	MN LAND PURCHASES
	8/1/2024	337676	1263 - THISETH/ANDERS & C	\$60,100.33	THE TITLE CO	V02301	MN LAND PURCHASES
	8/1/2024	337676	1305 - CITIMORTGAGE, INC	\$375,401.00	THE TITLE CO	V02301	MN LAND PURCHASES
	8/1/2024	337676	7202 - ANDERS & CAROL THI	\$60,100.34	THE TITLE CO	V02301	MN LAND PURCHASES
Land / Easements				\$555,702.00			
790-7931-429.73-20	7/3/2024	337084	Schmidt and Sons Inc.	\$34,813.00	PR#6 WP-50G PROPR STRUCTU	V03806	WP-50G PROP STRUCT MITIG
Infrastructure / Site Improvements				\$34,813.00			
790-7931-429.80-17	7/3/2024	336992	CLAY COUNTY AUDITOR	\$2,470.00	CLAY COUNTY AUDITOR-TREAS	V02301	MN LAND PURCHASES
Debt Service / Property Tax - FMDA				\$2,470.00			
790-7940-429.33-06	7/3/2024	336977	BRAUN INTERTEC CORP	\$4,022.00	TESTING SERVICES	V00407	TASK ORDER #5
	7/18/2024	337315	BRAUN INTERTEC CORP	\$1,703.50	MATERIALS TESTING	V00407	TASK ORDER #5
Other Services / Quality Testing				\$5,725.50			

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790-7941-429.33-05	7/25/2024	337492	MOORE ENGINEERING INC	\$19,331.11	REIMB MOORE ENGINEERING	V10102	LAGOON
Other Services / Engineering Services				\$19,331.11			
790-7941-429.33-25	7/25/2024	337492	Pemberton Law PLLP	\$5,397.62	REIMB PEMBERTON LAW	V10102	LAGOON
Other Services / Legal Services				\$5,397.62			
790-7950-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$440.00	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	7/18/2024	337385	MOORE ENGINEERING INC	\$337.50	REIMB MOORE ENGINEERING	V08901	MAPLE RIVER-DRAIN EXPENSE
	7/25/2024	337589	MOORE ENGINEERING INC	\$3,948.75	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
	8/5/2024	ES072400	KLJ ENGINEERING, LLC	\$8,836.35	KLJ ENGINEERING, LLC	V05434	FM24A-S UNIV WALL REP
Other Services / Engineering Services				\$13,562.60			
790-7950-429.33-06	7/3/2024	336977	BRAUN INTERTEC CORP	\$4,961.00	OBSERVATION/TESTING PIPEL	V00404	TESTING - NUSTAR PIPELINE
	7/18/2024	337315	BRAUN INTERTEC CORP	\$8,164.00	MATERIALS TESTING	V00404	TESTING - NUSTAR PIPELINE
	7/18/2024	337315	BRAUN INTERTEC CORP	\$45,648.50	MATERIALS TESTING	V00406	TASK ORDER #4
Other Services / Quality Testing				\$58,773.50			
790-7950-429.33-32	8/5/2024	ES072400	SRF Consulting Group	\$387.15	SRF CONSULTING GROUP, INC	V05405	LEVEE/FLOODWALL - BELMONT
Other Services / Appraisal Services				\$387.15			
790-7950-429.41-05	7/11/2024	337133	Cass Rural Water	\$27.00	ACCT#18789	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$27.00			
790-7950-429.73-20	7/18/2024	337394	Minnkota Power Cooperative	\$153,102.42	POWER TO #5 LINE RAISE	V08206	LINE RAISE - OXBOW SWITCH
Infrastructure / Site Improvements				\$153,102.42			
790-7950-429.73-70	7/3/2024	337051	Midcontinent Communications	\$3,680.00	MIDCO TO #2 LINE LOWERING	V03503	TO2-CR14/45TH LINE LOWER
	7/18/2024	337322	Cass County Electric Cooperativ	\$278,010.00	DIVERSION-AID TO CONST	V04718	TO16 - OHB TO SE3
	7/18/2024	337322	Cass County Electric Cooperativ	\$41,112.20	DIVERSION-AID TO CONST	V04719	TO17-RETIRE CR16 UP&OVER
	7/18/2024	337322	Cass County Electric Cooperativ	\$12,493.96	DIVERSION-AID TO CONST	V04720	TO18-MITIGATE SE2B CONST
	7/25/2024	337595	SELLIN BROS INC	\$10,330.00	UTILITY RELOCATION	V12601	WP47B AGREEMENT
Infrastructure / Utilities				\$345,626.16			
790-7952-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$38,042.04	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$38,042.04			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7959-429.33-05	8/5/2024	ES072400	HOUSTON ENGINEERING IN	\$1,636.11	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
Other Services / Engineering Services				\$1,636.11			
790-7959-429.73-52	8/5/2024	ES072400	FUSION AUTOMATION INC.	\$95,988.23	FUSION AUTOMATION INC.	V05431	STORM LIFT IMPR #47 & #48
	8/5/2024	ES072400	Key Contracting Inc	\$300,295.00	KEY CONTRACTING INC	V05433	NR24B - LIFT STAT 11 & 57
	8/5/2024	ES072400	Key Contracting Inc	\$770,131.75	KEY CONTRACTING INC	V05431	STORM LIFT IMPR #47 & #48
	8/5/2024	ES072400	MASTER CONSTRUCTION C	\$49,151.24	MASTER CONSTRUCTION CO IN	V05435	WM REP ST RCN-WOODCREST
Infrastructure / Flood Control				\$1,215,566.22			
790-7990-429.33-05	7/18/2024	337359	HOUSTON-MOORE GROUP L	\$54,490.05	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	8/1/2024	337671	MOORE ENGINEERING INC	\$525.00	MOORE ENGINNERING	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$55,015.05			
790-7990-429.33-25	7/3/2024	337065	OHNSTAD TWICHELL PC	\$31,637.60	PROF SERVICES: DIVERSION	V00102	General & Admin. WIK
	7/17/2024	ES072400	Polsinelli PC	\$25,000.00	RECORDED WIRE PAYMENT	V13101	TECH DISPUTE RES BOARD
Other Services / Legal Services				\$56,637.60			
790-7990-429.33-47	8/1/2024	337764	Program Advisor Services, LLC	\$31,200.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$31,200.00			
790-7990-429.34-55	7/11/2024	337230	Patricia O. Sulser	\$4,187.50	FIN DRB CHAIR	V11403	DISPUTE RESOLUTION BOARDS
	Technical Services / Financial Advisor				\$4,187.50		
790-7990-429.34-57	7/23/2024	17420	BANK OF NORTH DAKOTA	\$17,483.00	BND TRUSTEE FEE 07/2024	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$17,483.00			
790-7990-429.34-59	7/3/2024	337068	EDWARD PENSOCK JR	\$3,082.50	TECH SRVCS	V12901	TECHNICAL DISPUTE BOARD
	7/11/2024	337230	Mark E Alpert - Integrated Deliv	\$3,656.25	TECHNICAL DRB CHAIR	V11403	DISPUTE RESOLUTION BOARDS
Technical Services / Outside Consultant				\$6,738.75			
790-7990-520.80-10	7/18/2024	ES072400	CASS COUNTY JOINT WATE	\$655,014.55	RECLASS BND PAYMENTS TO	V01208	CCJWRD SERIES 2024A BONDS
	7/29/2024	ES072400	North Dakota Public Finance Aut	\$4,350,000.00	REIMB COF FOR 6.1.2024	V02824	COF - CFP BOND PAYMENTS
Debt Service / Bond Principal				\$5,005,014.55			
790-7990-520.80-20	7/29/2024	ES072400	North Dakota Public Finance Aut	\$1,020,220.00	REIMB COF FOR 6.1.2024	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest On Bonds				\$1,020,220.00			

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790-7990-520.80-31	7/18/2024	ES072400	Ballard Spahr	\$61,500.00	RECLASS BND PAYMENTS TO	V01208	CCJWRD SERIES 2024A BONDS
	7/18/2024	ES072400	Moodys Investors Service, Inc.	\$108,000.00	RECLASS BND PAYMENTS TO	V01208	CCJWRD SERIES 2024A BONDS
Debt Service / Financial Advisor				\$169,500.00			
790-7990-520.80-32	7/29/2024	ES072400	North Dakota Public Finance Aut	\$300.00	REIMB COF FOR 6.1.2024	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$300.00			
790-7990-520.80-55	7/18/2024	ES072400	BANK OF NORTH DAKOTA	(\$2,851.78)	RECLASS BND PAYMENTS TO	V01208	CCJWRD SERIES 2024A BONDS
Debt Service / SRF Admin Fees				(\$2,851.78)			
790-7998-555.90-81	7/24/2024	ES072400	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT - JULY	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$28,764,383.57			

Total Amount Invoiced this period:	\$28,865,209.41		
	\$35,727.77	<hr/>	Less Paid Retainage
	\$28,829,481.64		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	\$404,940,077.45	\$404,940,077.45	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$153,344,991.12	\$121,903,898.65	\$31,441,092.47	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,554,195.48	\$74,605,979.75	\$19,948,215.73	Engineering Services
INDUSTRIAL BUILDERS INC	\$63,527,484.56	\$62,857,057.56	\$670,427.00	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	\$43,155,820.00	\$43,155,820.00	\$0.00	Debt Service
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
OHNSTAD TWICHELL PC	\$23,940,982.16	\$23,940,982.16	\$0.00	Legal Services
KEY CONTRACTING INC	\$23,141,948.21	\$23,141,948.21	\$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	\$12,757,933.35	\$1,621,242.65	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$12,313,134.64	\$12,313,134.64	\$0.00	Legal Services
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
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	\$7,940,262.86	\$7,934,624.11	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$7,661,506.36	\$6,523,588.52	\$1,137,917.84	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,334,396.51	\$3,370,494.53	\$2,963,901.98	Engineering Services
CASS RURAL WATER	\$6,286,500.51	\$6,220,327.35	\$66,173.16	Utilities and Utility Relocation
HOUSTON ENGINEERING INC	\$5,993,184.25	\$5,993,184.25	\$0.00	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,884,100.74	\$5,867,251.62	\$16,849.12	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,017,370.30	\$359,629.70	P3 Financial Advisory Services
RED RIVER VALLEY ALLIANCE LLC	\$5,087,713.86	\$5,087,713.86	\$0.00	P3 Developer payments
CASS COUNTY GOVERNMENT	\$4,778,258.47	\$4,778,258.47	\$0.00	Gravel on County Rd 17 Bypass

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Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
BRAUN INTERTEC CORP	\$4,774,098.26	\$2,166,250.16	\$2,607,848.10	Materials Testing
SELLIN BROS INC	\$4,564,757.24	\$2,825,239.59	\$1,739,517.65	Riverwood Flood Risk Project - Construction
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,476,743.33	\$397,165.33	Land Acquisition Services
CENTURYLINK COMMUNICATIONS	\$3,743,605.33	\$3,605,328.31	\$138,277.02	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
RED RIVER VALLEY & WESTERN RAILROAD C	\$3,589,388.46	\$3,589,388.46	\$0.00	Railroad Facilities and the Rail Property
BNSF RAILWAY CO	\$3,585,747.80	\$3,585,747.80	\$0.00	Permits for In-Town Levee Projects
CASS COUNTY ELECTRIC COOPERATIVE	\$3,306,693.05	\$2,514,864.29	\$791,828.76	Electrical Services
SCHMIDT AND SONS INC.	\$3,215,720.43	\$3,066,027.50	\$149,692.93	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	\$2,281,030.00	\$570,200.00	Flowage Easements Valuation and Appraisal Services
CASS COUNTY JOINT WATER RESOURCE DI	\$2,706,257.59	\$2,706,257.59	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
HDR ENGINEERING, INC.	\$2,574,791.12	\$1,961,773.14	\$613,017.98	Engineering Services
PROGRAM ADVISOR SERVICES, LLC	\$2,510,982.87	\$2,282,063.90	\$228,918.97	Program Consulting 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
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
XCEL ENERGY-FARGO	\$1,710,125.99	\$1,314,125.99	\$396,000.00	Utility Relocation
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,492,037.09	\$48,000.00	Land Acquisition Services
WAGNER CONSTRUCTION INC.	\$1,518,732.07	\$1,354,316.50	\$164,415.57	Utility Relocation

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY TREASURER	\$1,479,317.64	\$1,479,317.64	\$0.00	Property Taxes
MASTER CONSTRUCTION CO INC	\$1,442,706.64	\$1,442,706.64	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
AECOM	\$1,401,419.14	\$1,071,837.54	\$329,581.60	Cultural Resources Investigations
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$546,145.00	\$786,695.00	Water Level Discharge Collection & Stage Gage Installation
AON RISK SERVICES CENTRAL INC	\$1,328,940.33	\$1,250,003.83	\$78,936.50	Risk Advisory Services P3 Pre-Award
MINNKOTA POWER COOPERATIVE	\$1,256,371.90	\$718,371.90	\$538,000.00	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	\$1,083,488.57	\$1,083,488.57	\$0.00	Utility Relocation
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
CITY OF HORACE	\$990,496.15	\$990,496.15	\$0.00	Infrastructure Fund
LARKIN HOFFMAN ATTORNEYS	\$987,818.83	\$987,818.83	\$0.00	Legal Services
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$887,718.41	\$887,718.41	\$0.00	Materials Testing
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
BANK OF NORTH DAKOTA	\$796,553.80	\$796,553.80	\$0.00	Legal review fees
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
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
PATCHIN MESSNER VALUATION COUNSELORS	\$687,462.50	\$490,383.75	\$197,078.75	Property Appraisal Services
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NEON LOON COMMUNICATIONS, LLC	\$636,719.00	\$390,302.78	\$246,416.22	Communications Support
CLAY COUNTY AUDITOR	\$625,224.50	\$625,224.50	\$0.00	Property Taxes - MN
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$570,626.84	\$35,518.16	Ag Risk Study Services

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LTP ENTERPRISES INC.	\$595,512.00	\$69,775.00	\$525,737.00	Test Holes and Test Well Drilling
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
C THREE MEDIA, LLC	\$541,275.02	\$391,133.75	\$150,141.27	Videography Services
LINNCO, INC.	\$534,003.11	\$534,003.11	\$0.00	House Demo and Removal
MIDCONTINENT COMMUNICATIONS	\$531,170.41	\$531,170.41	\$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)
JT LAWN SERVICE LLC	\$479,693.50	\$205,242.00	\$274,451.50	Mowing and weed control
BUFFALO-RED RIVER WATERSHED DISTRICT	\$475,413.32	\$475,413.32	\$0.00	Retention Projects - Engineering Services
RICK ELECTRIC INC	\$455,200.00	\$455,200.00	\$0.00	Riverwood Flood Risk Project - Electrical
RED RIVER VALLEY COOPERATIVE ASSOC	\$451,410.03	\$451,410.03	\$0.00	Electricity - Home Buyouts
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
WATTS AND ASSOCIATES, INC.	\$400,000.00	\$391,060.45	\$8,939.55	Crop insurance product development services
BEAVER CREEK ARCHAEOLOGY	\$396,970.25	\$369,370.25	\$27,600.00	Engineering Services
MOODYS INVESTORS SERVICE, INC.	\$382,375.00	\$382,375.00	\$0.00	WIFIA loan fees
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
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	\$277,004.58	\$0.00	Water System Improvements
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
FORUM COMMUNICATIONS	\$249,597.90	\$249,597.90	\$0.00	Advertising Services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
TINJUM APPRAISAL COMPANY, INC.	\$240,600.00	\$112,100.00	\$128,500.00	Property Appraisal 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
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	\$184,229.32	\$20,000.00	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
KLJ ENGINEERING, LLC	\$190,646.75	\$190,646.75	\$0.00	Lift Station Improvements
SERKLAND LAW FIRM	\$189,803.71	\$189,803.71	\$0.00	Legal services
ANKURA CONSULTING GROUP LLC	\$182,490.00	\$182,490.00	\$0.00	Scheduling Services
MAPLETON, CITY OF	\$179,605.00	\$87,870.22	\$91,734.78	Prelim Engineering Services
SPRINGSTED INCORPORATED	\$178,010.15	\$178,010.15	\$0.00	Financial Advisor
KADRMAS LEE & JACKSON, INC.	\$176,164.00	\$176,164.00	\$0.00	Engineering Services
MUNICIPAL AIRPORT AUTHORITY	\$166,981.00	\$166,981.00	\$0.00	Easement for Airport
SOIL BORINGS	\$166,232.50	\$166,232.50	\$0.00	Soil Borings
RED RIVER COMMUNICATIONS	\$160,943.20	\$0.00	\$160,943.20	Fiber Relocation
LANDVEST, INC.	\$160,000.00	\$0.00	\$160,000.00	Appraisal services
FUSION AUTOMATION INC.	\$147,438.36	\$147,438.36	\$0.00	Electrical
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

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
EIDE BAILLY LLP	\$139,270.75	\$128,772.00	\$10,498.75	Audit Services
QUANTUM SPATIAL, INC.	\$139,061.35	\$139,061.35	\$0.00	Digital Aerial Photography
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
MARCO TECHNOLOGIES	\$125,554.72	\$84,700.13	\$40,854.59	IT Services
BALLARD SPAHR	\$121,500.00	\$121,500.00	\$0.00	Fiscal Agent
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
AFFINITEXT INC	\$118,630.00	\$74,413.20	\$44,216.80	Document Management Services
ENVENTIS	\$115,685.62	\$115,685.62	\$0.00	Utility Relocation
GE BOCK REAL ESTATE, LLC	\$112,590.00	\$112,590.00	\$0.00	Property Appraisal Services
OXBOW COUNTRY CLUB	\$110,391.68	\$110,391.68	\$0.00	Golf Course - Oxbow
JORGE PAGAN	\$109,500.00	\$109,500.00	\$0.00	Appraisal services
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

150 Vendors

Report Totals: \$1,184,756,738.69 \$1,113,358,747.48 \$71,397,991.21

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 26, 2024

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
	10	0	0	0%	10	\$0
UMA-W2	10	0	0	0%	10	\$0
BIOGEO	430	262	131	91%	37	\$1,515,551
BIOGEO	299	261	1	88%	37	\$742,116
HC	131	1	130	100%	0	\$773,435
CHANNEL	718	498	219	100%	1	\$99,121,404
ENV	1	0	0	0%	1	\$0
HC	267	48	219	100%	0	\$3,561,966
LAP01	116	116	0	100%	0	\$7,872,311
LAP02	95	95	0	100%	0	\$13,522,797
LAP03	81	81	0	100%	0	\$23,021,827
LEGACY	157	157	0	100%	0	\$51,141,254
SheyMit	1	1	0	100%	0	\$1,250
DOWNSTREAM	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
Habitat Improvem	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

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 26, 2024

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
SEAILAND	528	471	52	99%	5	\$101,727,941
DRAIN 27	41	41	0	100%	0	\$22,734,106
HC	60	8	52	100%	0	\$458,806
LEGACY	136	136	0	100%	0	\$23,231,467
SE_I29	11	11	0	100%	0	\$6,072,658
SE-1	20	20	0	100%	0	\$6,259,028
SE-1B	6	6	0	100%	0	\$0
SE-2A	11	11	0	100%	0	\$3,968,287
SE-2B	83	83	0	100%	0	\$13,697,586
SE-3	12	8	0	67%	4	\$1,009,802
SE-4	70	69	0	99%	1	\$11,445,809
SE-5	24	24	0	100%	0	\$1,406,309
SE-INLET	7	7	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$8,053,018
SE-WRCS	10	10	0	100%	0	\$438,958
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	1,032	365	375	72%	292	\$106,897,475
HC	379	4	375	100%	0	\$1,283,123
LEGACY	3	3	0	100%	0	\$750
UMA	575	357	0	62%	218	\$105,596,449
UMA-C	58	0	0	0%	58	\$0
UMA-W	14	1	0	7%	13	\$17,153
UMA-W2	3	0	0	0%	3	\$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

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 26, 2024

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP43	267	121	146	100%	0	\$80,370,769
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	147	1	146	100%	0	\$500
LEGACY	6	6	0	100%	0	\$3,589,519
WP43A	1	1	0	100%	0	\$0
WP43B	11	11	0	100%	0	\$2,505,237
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	14	14	0	100%	0	\$5,271,226
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	3,226	1,783	945	85%	498	\$427,538,624

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,604,598.67	-	595,320.88	-	8,199,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,234,581.90	-	-	-	4,234,581.90
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		316,405,380.04	-	5,109,571.44	(19,469,048.99)	174,189,207.77

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		181,081,153.85	-	2,563,701.41	(9,482,647.49)	174,189,207.77
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				
SW 1/4 Sec 5-137N-48W Holy Cross Clay County MN	4/11/2024	225,877.76				
Part of the South Half of the Northeast Quarter of Section 29, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota	4/11/2024	391,183.71				
31 137N 48W, Holy Cross Twp. Clay County, MN	5/2/2024	408,266.15				
NE1/4 Section 12, Pleasant Township, Cass County, ND	5/2/2024	1,082,367.99				
Government Lot One, of Section Thirteen, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situated in the County of Clay and the State of Minnesota	5/30/2024	302,260.08				
That part of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	8/1/2024	2,002,907.00				
The South 40.00 feet of the West Half of Auditor's Lot 5 of the Southwest Quarter of Section 34, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 20.50 feet thereof.	8/1/2024	1,653,155.00				
		381,172,154.15	-	39,880,699.23	(19,846,756.86)	401,206,096.52
				Property Management Expense		6,537,912.72
					Grand Total	\$ 407,744,009.24

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 3,756,545.64	\$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 406,921.54	\$ 406,921.54
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	\$ 35,654,235.00	\$ 35,654,235.00
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
			\$ 186,742,387.72	\$ 185,524,948.21

**Legacy Bond Fund Balance Report
As of 07/31/2024**

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 151,316,488.74

Funds Requested					
	2021	2022	2023	2024	Total
January	\$ -	\$ 2,942,906.60	\$ 9,981,188.76	\$ 6,088,699.53	\$ 19,012,794.89
February	\$ -	\$ 4,564,036.17	\$ 8,921,227.42	\$ 9,838,208.63	\$ 23,323,472.22
March	\$ -	\$ 5,302,899.35	\$ 17,730,945.56	\$ 14,687,498.12	\$ 37,721,343.03
April	\$ -	\$ 1,472,504.37	\$ 11,046,323.21	\$ 5,988,392.71	\$ 18,507,220.29
May	\$ -	\$ 1,450,140.38	\$ 4,548,883.57	\$ 12,454,283.82	\$ 18,453,307.77
June	\$ -	\$ 4,423,864.76	\$ 14,466,204.50	\$ 5,422,661.00	\$ 24,312,730.26
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	\$ 54,479,743.81	\$ 289,606,172.26

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
May 2024				\$ 30,614,406.28	\$ 30,614,406.28
Jun 2024				\$ 18,442,676.53	\$ 18,442,676.53
				\$ -	\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ 92,922,724.77	\$ 284,183,511.26

State Revolving Fund (SRF) Status Report
As of 07/31/2024

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	13,432,926.69
Available Balance Remaining	\$	38,201,073.31

Funds Requested			
Draw Request Number	Period Covered	Amount	Date Submitted
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	19-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	17-Jan-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	03-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,121.65	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
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	23-May-24
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	25-Jul-24
Total		\$ 15,994,808.35	

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
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	06-Jun-24
Total		\$ 13,432,926.69	



Diversion Authority Finance Committee Meeting

August 21, 2024

Cash Budget Report

Annual Revenue Status



Revenue Sources	2024 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,000	\$2,658	\$23,905
Cass County Sales Tax	\$22,000	\$1,268	\$11,881
State of ND - Legacy Bond Fund Draws	\$118,891	\$0	\$49,057
State of ND - SRF	\$15,000	\$0	\$3,843
Financing Proceeds	\$7,500	\$1,104	\$6,844
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$98	\$441
Property Income	\$500	\$7	\$16
Miscellaneous	\$100	\$0	\$1
Horace Infrastructure Escrow Account	\$4,298	\$0	\$0
BRRWD Escrow Account	\$3,000	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$139	\$971
Total Revenue Sources	\$216,314	\$5,274	\$96,959



Overall Status – Level 1 Summary

Data Through Date: Friday, July 26, 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	\$60.7	\$35.7	\$14,528,000	\$6,561,208	\$7,966,792
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$1.2	\$865.8	\$34,854,159	\$1,182,755	\$33,671,404
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.2	\$3.3	\$800,000	\$245,497	\$554,503
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$167.5	\$45.8	\$28,700,000	\$7,395,561	\$21,304,439
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$485.1	\$86.6	\$64,000,000	\$48,241,437	\$15,758,563
ENGINEERING & DESIGN FEES	\$98.5	\$62.4	\$36.1	\$8,315,850	\$4,121,334	\$4,194,516
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$116.3	\$49.1	\$19,790,200	\$8,993,793	\$10,796,407
DA CONSTRUCTION CONTINGENCY	\$163.9	\$3.8	\$160.1	\$5,040,841	\$145,841	\$4,895,001
3RD PARTY MOU MITIGATION	\$153.4	\$72.1	\$81.3	\$32,920,677	\$4,620,663	\$28,300,014
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$55.5	\$20.2	\$6,300,000	\$5,461,886	\$838,114
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	\$0.4	\$14.5	\$200,000	\$84,090	\$115,910
DEBT TRANSFERS TOTAL	\$330.3	\$2.7	\$177.3	\$864,000	\$652,163	\$211,837
Report Totals	\$2,892.0	\$1,117.3	\$1,624.4	\$216,313,727	\$87,706,226	\$128,607,501



Overall Status – Level 2 Detail

Data Through Date: Friday, July 26, 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	\$60.74	\$35.66	\$14,528,000	\$6,561,208	\$7,966,792
Management, Legal, Financial, Procurement P3	\$96.40	\$60.74	\$35.66	\$14,528,000	\$6,561,208	\$7,966,792
Milestone Payments to the Developer	\$867.05	\$1.25	\$865.80	\$34,854,159	\$1,182,755	\$33,671,404
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$33,607,399	\$0	\$33,607,399
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$1,246,760	\$1,182,755	\$64,005
Other Mitigation / Construction	\$39.51	\$36.22	\$3.28	\$800,000	\$245,497	\$554,503
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	\$3.18	\$0.12	\$0	\$245,497	(\$245,497)
ND / MN River Stage 37' Projects	\$213.30	\$167.53	\$45.77	\$28,700,000	\$7,395,561	\$21,304,439
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$77.05	\$30.25	\$28,700,000	\$7,395,561	\$21,304,439
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	\$485.10	\$86.60	\$64,000,000	\$48,241,437	\$15,758,563
Management, Legal, Financial, Procurement Lands	\$87.20	\$48.00	\$39.20	\$7,250,000	\$3,236,574	\$4,013,426
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.23	\$1.39	\$100,000	\$111,387	(\$11,387)
Southern Embankment & Assoc. Infrastructure	\$73.03	\$66.83	\$6.20	\$14,050,000	\$15,939,817	(\$1,889,817)
Mitigation & Assoc. Infrastructure	\$110.01	\$108.42	\$1.59	\$100,000	\$1,100,932	(\$1,000,932)
WP-38 Upstream Staging	\$161.84	\$124.59	\$37.24	\$42,500,000	\$27,852,726	\$14,647,274
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0



Overall Status – Level 2 Detail

Data Through Date: Friday, July 26, 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	\$62.44	\$36.06	\$8,315,850	\$4,121,334	\$4,194,516
Management, Legal, Financial, Procurement	\$37.47	\$23.72	\$13.75	\$7,550,000	\$3,648,019	\$3,901,981
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.76	\$2.37	\$280,000	\$103,898	\$176,102
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	\$10.46	\$12.89	\$450,000	\$349,417	\$100,583
Prog. Management/Legal/Financial/Procurement	\$165.43	\$116.33	\$49.10	\$19,790,200	\$8,993,793	\$10,796,407
Program Management Costs	\$103.23	\$71.25	\$31.98	\$9,603,000	\$4,672,375	\$4,930,625
Diversion Authority Operations	\$11.47	\$4.91	\$6.56	\$1,679,200	\$834,405	\$844,795
Program Financial Services	\$6.52	\$3.51	\$3.01	\$165,000	\$182,193	(\$17,193)
DA Legal Services	\$20.35	\$20.23	\$0.12	\$3,500,000	\$2,056,783	\$1,443,217
CCJWRD Legal Services	\$16.86	\$11.04	\$5.82	\$3,900,000	\$825,724	\$3,074,276
Outreach Costs	\$7.00	\$5.39	\$1.61	\$943,000	\$422,314	\$520,686
DA Construction Contingency	\$163.90	\$3.84	\$160.06	\$5,040,841	\$145,841	\$4,895,001
System Wide and P3 Comp Events Contingency	\$95.90	\$3.84	\$92.06	\$145,841	\$145,841	\$1
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, July 26, 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	\$72.09	\$81.32	\$32,920,677	\$4,620,663	\$28,300,014
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	\$11.47	\$16.47	\$10,112,722	\$1,049,926	\$9,062,796
WP-47 Contracted Utility Relocations	\$0.00	\$1.76	(\$1.76)	\$4,140,525	\$1,741,910	\$2,398,615
WP-52 Township & City MOU Agreements	\$54.37	\$3.93	\$50.44	\$18,667,430	\$977,179	\$17,690,251
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$55.51	\$20.19	\$6,300,000	\$5,461,886	\$838,114
Net Current Interest / Financing Fees Paid	\$75.70	\$55.51	\$20.19	\$6,300,000	\$5,461,886	\$838,114
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	\$0.41	\$14.49	\$200,000	\$84,090	\$115,910
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$200,000	\$84,090	\$115,910
Debt Transfers Total	\$330.30	\$2.69	\$177.31	\$864,000	\$652,163	\$211,837
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$2.69	\$177.31	\$864,000	\$652,163	\$211,837
Report Totals	\$2,892.00	\$1,117.30	\$1,624.40	\$216,313,727	\$87,706,226	\$128,607,501

Diversion Authority Operations – Budget Summary



Expense Category	FY2024 Budget	Cost to Date	Remaining Budget
Salary	\$1,164,188	\$564,032	\$600,156
Benefits	\$326,612	\$176,213	\$150,399
Office	\$72,200	\$41,948	\$30,252
Other	\$87,000	\$32,155	\$54,845
Totals *	\$1,650,000	\$814,348	\$835,652

* Includes pending costs



Diversion Authority Finance Committee Meeting

August 21, 2024

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)



MOU Parties	Project	MOU or Agreement Summary
Comstock Lutheran Church, ELCA & MFDA Agreement	Clara Cemetery Proposed Mitigation Project in the Upstream Mitigation Area	<p>In accordance with the Settlement Agreement, the PRAM, MnDNR Permit Conditions, and Section 106 Requirements for Historic Affected Cemeteries the Authority adopted a Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the staging area. The Clara Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include 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, potential for shifting or tripping over of headstones at and above a 50-Year Flood Event, potential for soil and crop debris from adjacent agricultural field to wash into the Cemetery with the flood waters, necessitating clean-up not needed under existing conditions, potential for headstones tipping over or moving due to flood waters, access problems to the Cemetery for longer periods of time due to greater duration of flooding, and potential need for repairs to gravel roads used for cemetery access and to the road within the Cemetery. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include a flowage easement, a levee built to the 100-Year Flood Event, replanting of trees and other vegetation to improve visual impact, and Post-Operation Debris and Clean-up (collectively, referred to as the "Project"). The Authority is responsible for the design, construction, operation, and maintenance of the Project.</p>

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

THIS AGREEMENT (the “Agreement”) is made and entered into this 22nd day of August, 2024 (the “Effective Date”) by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, ND 58104 (the “Authority”) and Comstock Lutheran Church, ELCA, whose post office address is PO Box 7, Comstock, MN 56525 (the “Church”).

RECITALS

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

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

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

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

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

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

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

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

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

Execution Version

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

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

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

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

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

AGREEMENT

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

“50-Year Flood Event” means the flood event that has a two percent (2%) chance of being met or exceeded in any year.

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

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

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

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

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

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

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

“Cass County” means Cass County, North Dakota.

“Cass County Joint Water Resource District” or "CCJWRD" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, and its successors and assigns.

“Cemetery Protection Plan” means the plan that identifies potential impacts and mitigation measures for cemeteries within the Staging Area and with viewshed impacts as a result of the Comprehensive Project.

“Church” means the Comstock Lutheran Church, ELCA, the entity that operates Clara Cemetery.

“City of Comstock” means the City of Comstock, Minnesota.

“City of Fargo” means the City of Fargo, North Dakota.

“City of Moorhead” means the City of Moorhead, Minnesota.

“City of Wolverton” means the City of Wolverton, Minnesota.

“Clara Cemetery” or “Cemetery” means Clara Cemetery located in the SW quarter of the SW quarter of the SW quarter of Section 17, Township 137, Range 48 West, Holy Cross Township, Clay County, Minnesota.

“Clay County” means Clay County, Minnesota.

“Comprehensive Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011, and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 with a Finding of No Significant Impact (FONSI) signed September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated February 2019 with FONSI signed February 28, 2019, and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B.

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

“Diversion Inlet Structure” means the hydraulic control structure to control the flow of water entering the SWDCAI north of the SEAI.

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

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

“Holy Cross Township” means Holy Cross Township, Minnesota.

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

“Maple River” means the river so named and located in North Dakota.

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

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

“Minnesota” means the State of Minnesota.

“Minnesota DNR” or “MDNR” means the Minnesota Department of Natural Resources.

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

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

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

“Mitigation Zone 4A” means the area in Minnesota beyond Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a hydraulic effect of 0.1 feet or more at the PMF flood event.

“Mitigation Zone 4B” means the area in Minnesota beyond Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a hydraulic effect of 0.1 feet or more at the 500-Year Flood Event.

“Mitigation Zone 4C” means the area in Minnesota beyond Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a hydraulic effect of 0.1 feet or more at the 100-Year Flood Event.

“Moorhead-Clay County Joint Powers Authority” means the Moorhead-Clay County Joint Powers Authority, a political subdivision of the State of Minnesota, its successors and assigns.

“National Historic Preservation Act of 1966” means the National Historic Preservation Act, Public Law 89-665, codified in title 16 of the United States Code.

“National Register of Historic Places” means the United State’s federal government’s official list of sites, buildings, structures and objects deemed worthy of preservation for historical significance.

“Non-Federal Sponsors” means the entities providing the non-federal project costs for the Comprehensive Project, which includes the City of Fargo, the City of Moorhead, and the Authority.

“North Dakota” means the State of North Dakota.

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

“Plan B” means the proposed comprehensive flood risk management project for the Fargo-Moorhead metropolitan area that was the subject of the MDNR Permit and the Minnesota Contested Case.

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

“PPA” means the Project Partnership Agreement executed by and between the Department of the Army and the City of Fargo, the City of Moorhead, and the Authority for construction of the Comprehensive Project, dated July 11, 2016, and as amended from time to time.

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

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

“Property Rights Acquisition and Mitigation Plan” or “PRAM” means plan that documents the property rights acquisition and mitigation policies that will be followed by the Authority for the Comprehensive Project.

“Red River” means the Red River of the North.

“Red River Structure” means the hydraulic control structure to be procured by USACE, and located within the SEAI, designed to control and/or meter the flow of the Red River.

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

“Sheyenne River” means the river so named and located in North Dakota.

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

“Southern Embankment and Associated Infrastructure” or “SEAI” means the SEAI portion of the Comprehensive Project consisting of the Diversion Inlet Structure, Wild Rice River Structure, Red River Structure, associated road raises, earthen embankment, and western tie-back levee.

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

“Storm Water Diversion Channel and Associated Infrastructure” or “SWDCAI” means the diversion channel and associated infrastructure located on the North Dakota side of the Red River, which conveys flows of twenty thousand (20,000) cubic feet per second during a 100-Year Flood Event. The diversion channel consists of six (6) channel segments up to three hundred (300) feet wide, approximately thirty (30) feet deep, thirty (30) miles in length, with three (3) railroad bridges, four (4) two-lane interstate bridges, and up to eleven (11) county highway bridges crossing the diversion channel and two (2) aqueduct hydraulic structures to convey the normal flow of the Sheyenne and Maple Rivers over the diversion channel to preserve fish crossings, in addition to ten (10) local stormwater drain inlets.

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

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

“Wild Rice River Structure” means the control structure for the Wild Rice River located southeast of the City of Horace, North Dakota.

2. **PURPOSE.** The federal cemetery mitigation study conducted by USACE identified eleven (11) cemeteries in the Staging Area that would experience impacts from the Comprehensive Project. An illustration of the Staging Area is attached as **Exhibit A**. As a result of the approval of Plan B and changes to the Comprehensive Project, the Authority has determined that eight (8) of the eleven (11) cemeteries originally identified will potentially experience impacts as a result of the Comprehensive Project, including Clara Cemetery. The purpose of this Agreement is to identify potential impacts, describe mitigation measures, and ensure a coordinated, timely, and cost-effective process for completing the Project, which is defined further in Section 3.
3. **DESCRIPTION OF PROJECT.** The Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include 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, potential for shifting or tripping over of headstones at and above a 50-Year Flood Event, potential for soil and crop debris from adjacent agricultural field to wash into the Cemetery with the flood waters, necessitating clean-up not needed under existing conditions, potential for headstones tipping over or moving due to flood waters, access problems to the Cemetery for longer periods of time due to greater duration of flooding, and potential need for repairs to gravel roads used for cemetery access and to the road within the Cemetery. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include flowage easements, a levee built to the 100-Year Flood Event, replanting of trees and other vegetation to improve visual impact, anchoring grave markers, and Post-Operation Debris and Clean-up (collectively, referred to as the “Project”).
4. **LEVEE.** The levee will be constructed in accordance with the preliminary concept attached as **Exhibit B**, which is subject to changes in alignment. In the event the concept for the Project changes, the Authority will provide the Church with updated plans and concepts accordingly. Any changes or updates to the concept for the Project must meet the requirement of a levee built to protect up to the 100-Year Flood Event.
5. **PERFORMANCE OF PROJECT WORK.** The Authority or its Member Entities will perform the Project Work. The Authority will not be responsible for the burial or other activities on the Site.
6. **FUNDS PROVIDED BY THE AUTHORITY.** The Authority is responsible for providing initial and annual funds for the design, construction, operation, and maintenance of the Project as defined in this Agreement. The Authority agrees to pay the costs of reasonable professional fees for the Project (e.g., legal fees) to the Church.
7. **FLOWAGE EASEMENT.** The Authority is required to obtain flowage easements for cemeteries that have area within Mitigation Zone 1, Mitigation Zone 2, Mitigation Zone 3, or Mitigation Zone 4. Normal cemetery operations include burials, operation, and maintenance activities will not be restricted by the flowage easement. Because the Cemetery is in Mitigation Zone 1 and because Project will be built to the 100-Year Flood Event, the Authority has determined that a flowage easement is

required for Clara Cemetery. On the Effective Date, the Authority and the Church will execute the Flowage Easement attached as **Exhibit D** to this Agreement.

8. **TREES AND OTHER VEGETATION.**

- (a) The Authority shall develop aesthetic renderings to illustrate the development of the landscaping on the levee. The Authority intends to plant trees, shrubs, prairie grasses, and other vegetation as agreed to in the aesthetic renderings in the Cemetery to mitigate the visual impacts of the levee. The Authority intends to plant the prairie grasses on the levee to minimize maintenance.
- (b) The parties agree that the Authority will direct its contractor to provide a one (1) year establishment period for all trees and turf grasses, and a three (3) year establishment period for native grasses and wild flowers. During the establishment periods, the contractor shall employ all possible means to preserve the plantings in a healthy condition including watering, weeding, pesticide application, pruning, staking and rutting protection, replacement of unacceptable plants, together with such other work as may be ordered. At the end of such establishment periods, the ongoing obligation to maintain the vegetation shall be the responsibility of the Church.
- (c) The Authority shall pay the Church five thousand dollars (\$5,000.00) for additional tree and vegetation establishment measures that may be conducted above and beyond what the Authority is requiring of their contractor in Section 8.b.
- (d) Existing trees at the Cemetery were primarily dead and needed to be removed by the Church prior to replanting new trees. The Church retained a contractor to remove the trees for a fee of twenty-seven thousand five hundred dollars (\$27,500.00). The Authority shall reimburse the Church for the contractor's fee in the amount of twenty-seven thousand five hundred dollars (\$27,500.00) within thirty (30) days of the execution of this Agreement and in accordance with invoicing procedures set forth in Section 18.

9. **ACCESS TO CEMETERY; RAISING ROADS.** The Authority will maintain reasonable access to the Cemetery at all times when the Comprehensive Project is not operating. In coordination with the USACE, the Authority will only raise roads when it does not impact water-surface elevation. The Authority will coordinate with the Church to ensure access to the Cemetery during the Comprehensive Project's non-operation.

10. **SIGNAGE.** The two (2) signs within the Cemetery will be enclosed by the levee as part of the Project. The signs will be moved to locations enclosed by the levee as determined by the Church.

11. **POST OPERATION REPAIR AND CLEAN-UP.** The Authority will provide for the clean-up of debris and restoration of property arising out of the operation of the Comprehensive Project in accordance with the Settlement Agreement.

12. **MAINTENANCE.** The Authority requires an access easement to conduct any and all necessary maintenance for the Project. The Authority shall work in conjunction with the Church, Clay County, Minnesota, and Holy Cross Township with regard to maintenance of roadways impacted by the Project. Routine maintenance such as mowing and vegetation control of the Church property shall be the responsibility of the Church. The parties may enter into subsequent agreements to address operations and maintenance needs related to the Cemetery. The Authority shall be responsible for mowing, weed control, and routine maintenance of the levee. In the event the Authority fails to perform routine maintenance of the levee or its property, the Church may contract to have the routine maintenance done at the Authority's expense.

13. **SECTION 106 REQUIREMENTS FOR HISTORIC AFFECTED CEMETERY.** Pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, federal agencies must take into consideration the effects of its undertakings on historic properties. The Cemetery has been recommended as eligible for listing in the National Register of Historic Places for its association with historical events connected with rural settlement/pioneer settlement of the Red River. Since the Cemetery has been identified as eligible to the National Register of Historic Places, the Authority shall abide by mitigation required by Section 106 of the NHPA.
14. **MN DNR PERMIT CONDITIONS.** The Authority will abide by MDNR permit conditions with respect to mutually agreed mitigation for the Cemetery. Pursuant to Permit Condition 25 of the MDNR permit, prior to dam operation, the Authority shall provide to the MDNR written, mutually agreed upon mitigation for impacts to the Cemetery. No impoundment of water is allowed by the MN DNR permit until all property rights are acquired and the MDNR receives and approves signed agreements executed by the owners of the Cemetery and the Authority.
15. **MN STATE ARCHAEOLOGY CONSIDERATIONS.** The Authority shall coordinate with the Minnesota State Archaeologist regarding MDNR concerns related to the height of the levee. In addition, the Authority shall meet Secretary of the Interior Standards and shall have an archaeological monitor on-site during Construction Work related to the Project.
16. **PROPERTY ACQUISITION AND OWNERSHIP OF THE LEVEE.** The Authority previously determined that the property where the Cemetery is located had unmarketable title and no definitive owner. The Authority worked with the Church to obtain a final judgment in a quiet title action to determine the fee simple owner of the property is the Church. The Church shall grant a flowage easement and an access easement across the property to the Moorhead-Clay County Joint Powers Authority¹, prior to the Authority commencing any Construction Work related to the Project.

To complete the Project, a portion of the property around the Cemetery must be purchased, a map of which is attached as **Exhibit C**. The Authority is working to acquire additional property rights to construct the Project. Upon completion of the Project, the Authority will deed the property to the Church. The Authority will own the property upon which the levee is located and the Church will own all other property with the exception of County and Township roadways. The Authority shall be responsible for the operation and maintenance of the levee and all costs incurred for the operation and maintenance of the levee as provided in Section 6 of this Agreement.

17. **RIGHT OF SITE ACCESS.**
- (a) To ensure the Authority can monitor and ensure completion of the Project in a timely and efficient manner, the Church shall, to the extent the Authority requests a grant of access, grant the Authority or its representatives the right to access, enter, inspect, and maintain any Site.
- (b) Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the Authority.
- (c) Prior to exercising rights of Site access, the Authority shall provide the Church with at least twenty-four (24) hours' notice if it intends to access a Site on which Project Work is currently and actively being completed. The Authority or its representatives must comply with any safety requirements of the Church while on Site.

¹ The Moorhead-Clay County Joint Powers Authority is responsible for acquiring necessary property rights in Minnesota for the Comprehensive Project.

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- (d) If the Authority or its representatives attempts to exercise the rights described in this Section, but doing so would pose a safety hazard, the Authority or its representatives shall be kept from accessing, entering, or inspecting the Site in question, only for so long as reasonably required to make the Site safe for access, entry, and inspection.
18. **INVOICES.**
- (a) The Church will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Church will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to bakkegardk@fmdiversion.gov. Each invoice should include the identification of the Church, a description of the activity included in the invoice, and the address where payment should be remitted. The Church may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment or (ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Church.
- (b) After the Authority receives a Church invoice, the Authority will either process the invoice for payment or give the Church specific reasons, in writing, within fifteen (15) calendar days, why part or all of the Authority's payment is being withheld and what actions the Church must take to receive the withheld payment.
- (c) In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to the Church.
- (d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, the Church must credit any payment error from any payment that is due or that may become due to the Church under this Agreement.
- (e) The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by North Dakota law if a lesser amount, on all past-due amounts thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.
19. **AUDIT.** All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by the Church from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by the Church. The ability of the Authority to audit the Church's invoices will extend for a period of three (3) years from the date final payment has been received by the Church.
20. **WORKERS' COMPENSATION.** Each Party will maintain workers' compensation insurance or self-insurance coverage covering its own employees while they are providing assistance pursuant to this Agreement.
21. **INSURANCE.** The Church shall list the Authority (including its agents and contractors) as an additional insured on any insurance policy obtained in connection with the Project. No Project Work may be done until a certificate of insurance listing the additional insured is produced. An additional insured shall be given notice at least thirty (30) calendar days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that the policy is terminated for any reason and notice has not been previously given to the additional insured, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible. The Church shall obtain a

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- general liability insurance policy providing no less than two million dollars (\$2,000,000) of coverage in connection with the Project.
22. **TERM.** This Agreement will continue in full force and effect for ten (10) years following the Effective Date and will automatically renew for successive 10-year periods unless the Church and the Authority agree in writing to termination of this Agreement.
23. **TERMINATION.** This Agreement will terminate upon termination of the Settlement Agreement. The Authority's obligations under this Agreement to pay for the Church's design, construction, litigation, eminent domain expenses, or operation and maintenance of the Project that occurred prior to the termination of this Agreement shall remain in place following termination of this Agreement.
24. **DISPUTES WITH CONTRACTORS AND THIRD PARTIES.** The Parties shall coordinate with respect to any dispute with contractors and/or third parties. Such coordination shall include any potential or ongoing litigation.
25. **DISPUTE RESOLUTION PROCESS.** The Parties shall cooperate and use their Best Efforts to ensure that the provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties or under other situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.
- (a) Mediation. If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a single mediator, or if that cannot be agreed upon, shall each contribute three (3) names to a list of mediators and select a mediator by alternately striking names until one (1) remains. The Authority shall strike the first name, followed by the Church, until one (1) name remains. The Parties will equally split any fees of the mediator.
- (b) Litigation. If the dispute is not resolved within thirty (30) calendar days after the end of mediation proceedings, the Parties may litigate the matter.
- (c) Legal Fees. Each Party will be responsible for its own attorney's fees in connection with a dispute under this Agreement.
26. **AUTHORIZED REPRESENTATIVES.** Each of the Authority and the Church hereby designates the following individual as its initial authorized representative, respectively, to administer this Agreement on its respective behalf:
- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) Church: President
27. **NOTICE.** All notices under the Agreement will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:
- (a) All notices to the Authority, including Comprehensive Project correspondence, submittals, and samples, will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Authority's authorized representative:

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

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

Comstock Lutheran Church, ELCA
Attn: President
2044 Main Street
Comstock, MN 56525

- (c) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.
28. **RELATIONSHIPS CREATED.** The Parties agree this Agreement does not create any agency, partnership, joint venture, or any other relationship between the Parties and that the Church and the Authority are solely responsible for their own actions or omissions.
29. **GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of Minnesota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be venued in Clay County in the State of Minnesota, and the Parties waive any objection to personal jurisdiction.
30. **CONFLICT.** In the event of conflict between this Agreement and any other agreement, this Agreement shall control and govern the Project.
31. **ELECTRONIC SIGNATURES.** The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
32. **COMPLETE AGREEMENT.** This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.
33. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provisions or portions of the Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined invalid, illegal, or enforceable.
34. **MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both Parties to this Agreement.
35. **BINDING EFFECT.** This Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by, any third party.

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36. **REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other parties.
37. **HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.
39. **REPRESENTATION OF AUTHORITY.** Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
40. **FORCE MAJEURE.** Neither the Church nor the Authority shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control, and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other party in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Party receives notice under this Section, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

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

(Remainder of page intentionally left blank.)

Execution Version

COMSTOCK LUTHERAN CHURCH, ELCA

By: _____

Its: _____

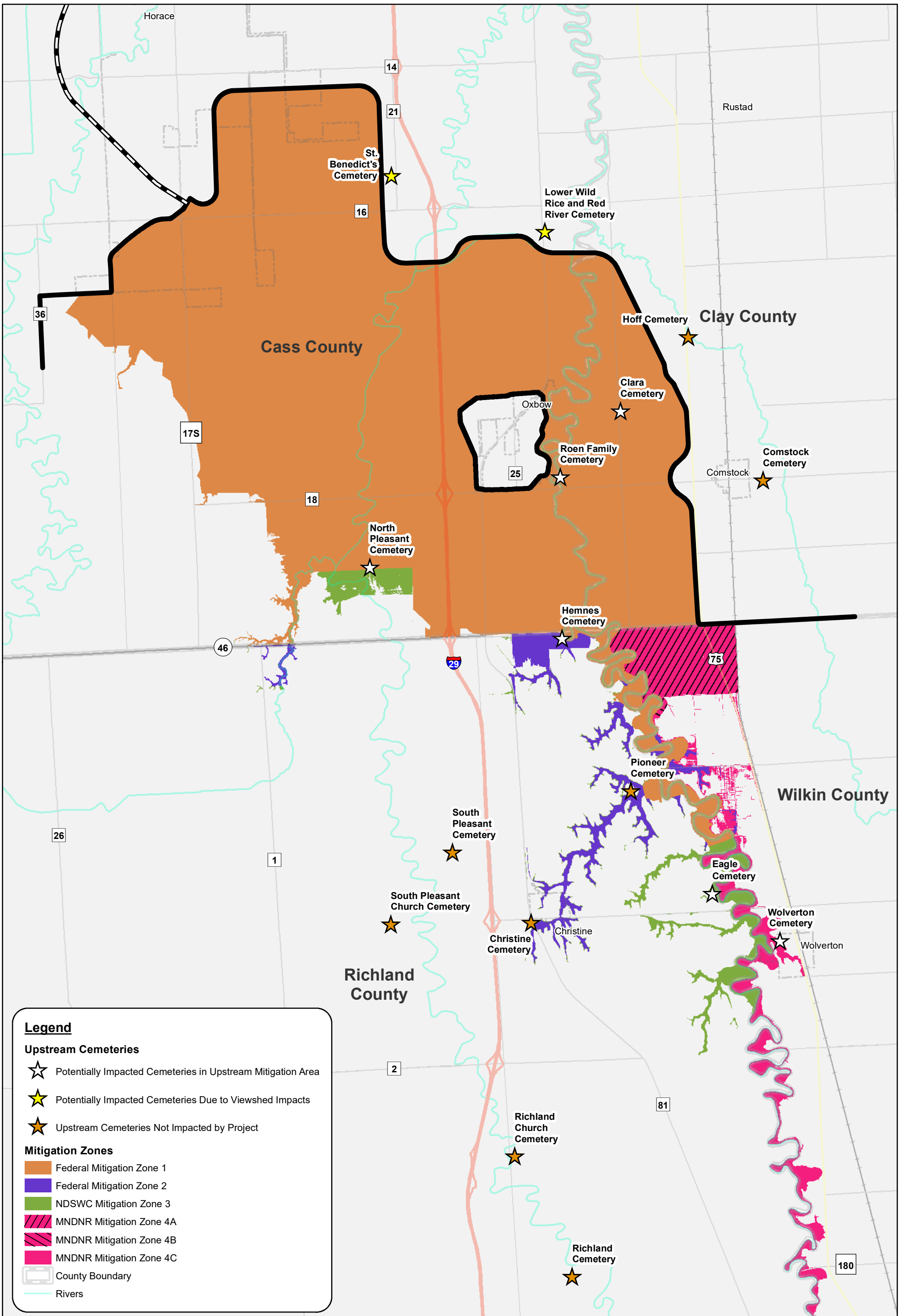
Execution Version

METRO FLOOD DIVERSION AUTHORITY

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

By: _____
Michael Redlinger, Co-Executive Director

By: _____
Robert Wilson, Co-Executive Director



Legend

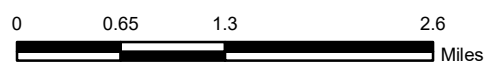
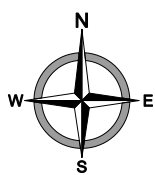
Upstream Cemeteries

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

Mitigation Zones

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

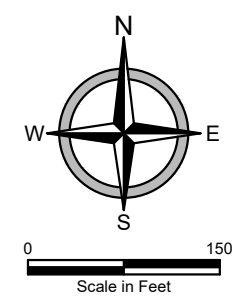
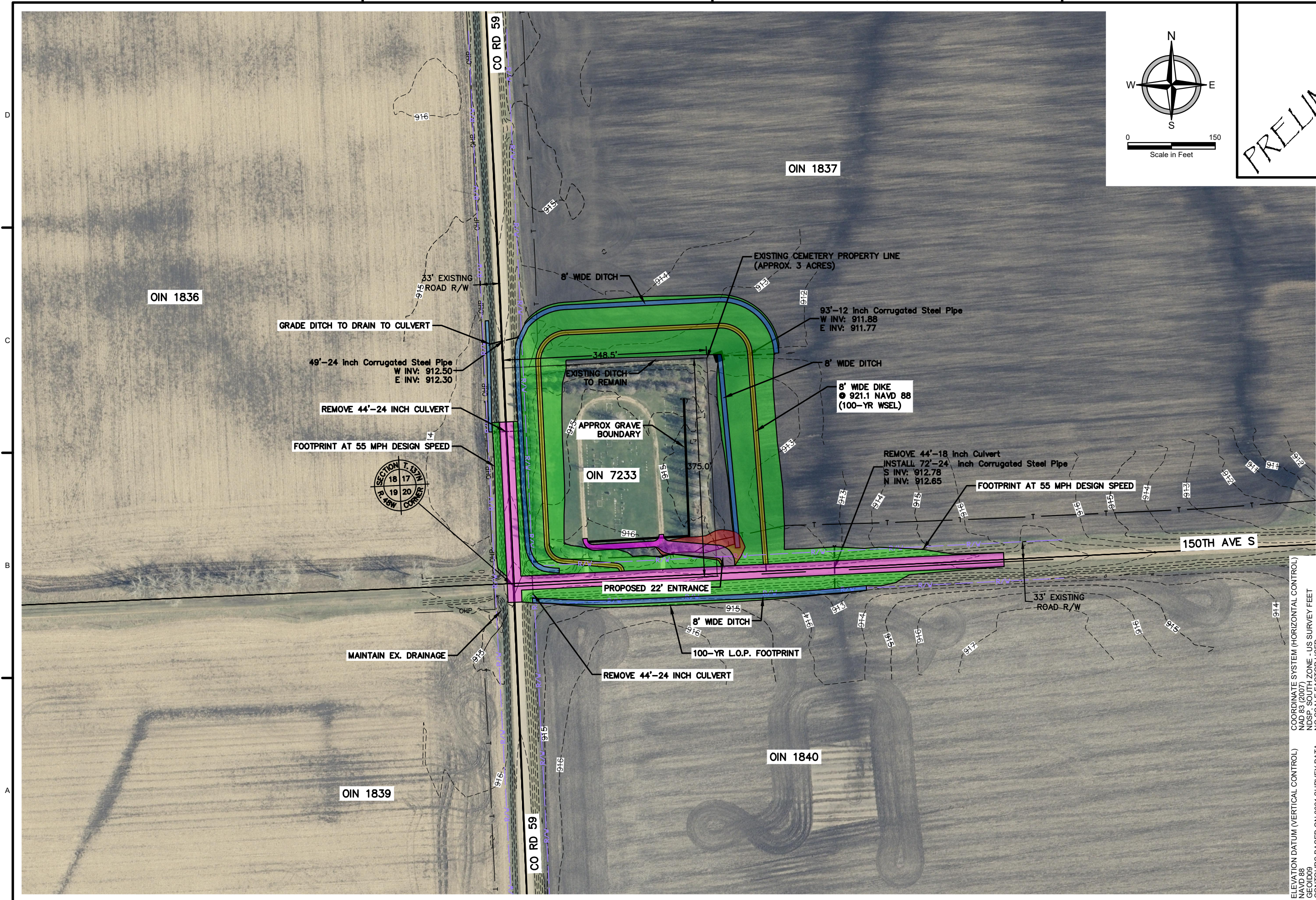
**FM AREA DIVERSION
CEMETERIES NEAR THE UPSTREAM
MITIGATION ZONES**



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Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
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Source: CLOMR FEMA Case Number 19-08-0683R

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PRELIMINARY



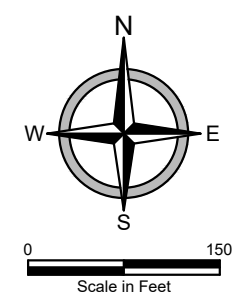
CLARA CEMETERY RING DIKE
 FM AREA DIVERSION PROJECT
 CLAY COUNTY, MINNESOTA
 100 YR LOP - GENERAL LAYOUT

COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 (2007)
 NADSP - SOUTH ZONE - US SURVEY FEET
 NO SCALE FACTOR USED

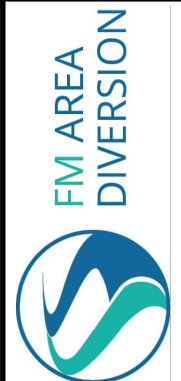
ELEVATION DATUM (VERTICAL CONTROL)
 NAVD 88
 GEOID09
 CONTOURS BASED ON 2021 SURVEY DATA

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RECORD:	---
TASK ORDER No.	102
DRAWN BY:	ZJT
CHECKED BY:	LMP
PROJ. MANAGER:	LMP
PROJ. DESIGNER:	RMF

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PRELIMINARY



CLARA CEMETERY RING DIKE
 FM AREA DIVERSION PROJECT
 CLAY COUNTY, MINNESOTA
 100 YR LOP - RIGHT OF WAY

ELEVATION DATUM (VERTICAL CONTROL)
 NAVD 88
 GEOID09
 CONTOURS BASED ON 2021 SURVEY DATA

COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 (2007)
 NAD 83 SOUTH ZONE - US SURVEY FEET
 NO SCALE FACTOR USED

DATE:	12.08.23
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TASK ORDER No.	102
DRAWN BY:	ZJT
CHECKED BY:	LMP
PROJ. MANAGER:	LMP
PROJ. DESIGNER:	RMF

C-1
 SHEET 11 OF 11

Exhibit D

FLOWAGE EASEMENT

(See the Following Pages.)

DRAFT

FLOWAGE EASEMENT

THIS EASEMENT is made this ____ day of _____, 202__, by **Comstock Lutheran Church, ELCA, a Minnesota nonprofit corporation**, whose post office address is PO Box 7, Comstock, Minnesota 56525, (“Grantor”); and **Moorhead-Clay County Joint Powers Authority**, a Minnesota political subdivision, whose post office address is 3510 12th Avenue South, Moorhead, Minnesota 56560, and its successors and assigns (“Grantee”).

RECITALS

A. The FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT is a federally authorized project pursuant to Section 7002(2) of the Water Resources Reform and Development Act of 2014 (the “Project”) and is a flood risk management project, sponsored by the United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Board of Authority (the “Metro Flood Diversion Authority”), which includes a diversion channel and appurtenant staging and storage areas to reduce flood damages and risks in the region and to provide permanent flood protection in and around the Fargo-Moorhead metropolitan area.

B. The METRO FLOOD DIVERSION BOARD OF AUTHORITY, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the Cass County Joint Water Resource District, and Grantee is authorized to acquire the real property interest in Minnesota necessary for the project.

C. Grantor owns certain real property in the vicinity of the Project, more specifically described below, in an area that may be subject to temporary and periodic flooding as a result of the Project.

D. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, to permit Grantee to periodically flood portions of Grantor’s property as well as granting certain access, and compliance inspection rights to Grantee subject to the terms and conditions contained in this Easement.

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

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In consideration of \$10.00, the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement in, on, over, through, and across the following real property in **Clay County, Minnesota**:

See legal description in Exhibit “A”

The property described above is the “Easement Property.” A true and accurate copy of a Certificate of Survey of the Easement Property including the Mitigation Zones with respect to the Easement Property, is attached hereto as **Exhibit “B”** (the “Survey”).

- A. Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the perpetual right, power, privilege and easement to occasionally overflow, flood, and submerge the Easement Property in connection with the Project as well as actions necessary to enforce compliance with this Easement. Additionally, Grantor hereby grants to Grantee all right, title, and interest in and to the structures and improvements now situated on the Easement Property:
 - i. excepting fencing, drain tile, and drain tile related appurtenances;
 - ii. and that no excavation shall be conducted, and no fill placed on the Easement Property without approval by Grantee as to the location and method of excavation and/or placement of fill and verification that the fill will not impact Project operation.

- B. The easement rights in and to the Easement Property are taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the property owners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the Project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

- C. Additionally under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the following rights related to the Project regarding the Easement Property: ingress and egress in, on, over, across, and through the Easement Property; removing flood-related debris deposited on the Easement Property due to operation of the Project upon Grantor’s request; removing structures, obstructions, and any other obstacles from the Easement Property; conducting compliance inspections;

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conducting environmental assessments, including habitat and fish and wildlife studies and surveys as required by the Minnesota Department of Natural Resources; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding crop damages in Section 6(B) below. Grantee shall notify Grantor prior to exercising the access provisions associated with this Agreement.

2. **Easement Runs with the Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are permanent and perpetual (or the longest period allowed by law, now or at any time in the future), and will run with the Easement Property, and will be binding upon Grantor’s heirs, successors, and assigns.

3. **Removal of Unapproved Structures.** Grantor must remove all unapproved structures on the Easement Property on or before this date. Any unapproved structures remaining on the Easement Property after this date, will automatically become Grantee’s property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any unapproved structures from the Easement Property, at its sole discretion and at its sole cost. All approved existing structures that need not be removed are shown on attached **Exhibit “C.”**

4. **Grantor Covenants.** Grantor warrants that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Property, or any portion of the Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Property, or any portion of the Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Property, or any portion of the Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Easement Property.

5. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property.

6. **Use of the Easement Property.**

A. **Grantor’s Use.** Subject to the provisions of this Easement, Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for normal cemetery operations, including burials, operation, and maintenance activities, production of growing crops, pasture, and other farm/agricultural-related

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activities and hunting, including the right to post the Easement Property at Grantor's sole discretion to restrict public hunting rights.

- i. Notwithstanding any provision of this Easement to the contrary, after the Effective Date, Grantor may make such surface contour changes normally required by generally accepted farming practices without Grantee's approval at Grantor's sole risk and expense and in accordance with all applicable local, state, and federal laws, rules, and regulations, so long as such changes do not interfere with the operation, function, or performance of the Project. In the event, Grantor's surface contour changes cause such interference with the Project, Grantor must restore the Easement Property to its original condition within 60 days of request by Grantee. If Grantor fails to do so within 60 days of such request, Grantee may enter upon and restore the Easement Property to its original condition and Grantor will provide full reimbursement to Grantee of all costs and expenses within a reasonable amount of time following written notice from Grantee of costs incurred, not exceeding 60 days; if Grantor fails to reimburse Grantee within 60 days of such notice, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full, and Grantee may recover its costs incurred, and interest, by assessing the costs against any property owned by Grantor in Minnesota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. Grantee's remedies are cumulative and not exclusive and are in addition to any and all other remedies available to Grantee under Minnesota law.
- ii. The parties further agree that with respect to any portion of the Easement Property not currently certified for agricultural production in the certified organic marketplace as of the date of this Easement, neither the Growing Season Supplemental Crop Loss Program nor the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, shall provide coverage for lost organic certification of all or any portion of the Easement Property or loss in premium payments of certified organic agricultural products over similar conventionally produced agricultural products, as a result of any inundation or any of Grantee's other rights and privileges regarding the Easement Property
- iii. Notwithstanding the foregoing or any provision of this Easement to the contrary, the parties expressly agree, the construction, operation, and/or maintenance of any concentrated animal feeding operation, confined animal feeding operation, or feedlot (collectively "CAFO"), as defined under applicable local, State and/or Federal laws, rules, and regulations, is prohibited in and upon the Easement Property.

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- iv. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee’s use of the Easement Property, Grantee’s rights and privileges under this Easement, or with the Project, when directed by Grantee. Grantor understands and recognizes any use of the Easement Property is at Grantor’s sole risk, and with the exception of payments Grantor or Grantor’s tenant (if applicable) may be eligible for under the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, that Grantee is not responsible for any damages to growing crops or for interference with any other of Grantor’s uses of the Easement Property as a result of any inundation or any of Grantee’s other rights and privileges regarding the Easement Property.

- B. **Grantee’s Entry.** If Grantee enters upon the Easement Property for purposes of conducting compliance inspections or removal of flood related debris deposited on the Easement Property permitted under this Easement, following the conclusion of any such activities, Grantee will return the Easement Property as nearly as practicable to its previous condition, taking into consideration the nature of the work being performed; for example, Grantee will remove any dirt piles or equipment from the Easement Property that might unreasonably interfere with Grantor’s permitted uses of the Easement Property. Grantee’s ingress and egress rights to the Easement Property will be by the least intrusive means reasonable. Additionally, Grantee will reimburse Grantor for reasonable crop damages resulting from Grantee’s physical entrance upon the Easement Property for purposes of conducting such activities. Such reasonable crop damages shall be calculated based on the area disturbed, actual production history, Grantor’s yields the year of the damages, and current crop prices at the time of the crop damages. The crop damage payments under this Section 6(B) shall not be duplicative of the payments described in Section 6(A) above. For purposes of illustration, if Grantee enters onto the Easement Property to conduct a survey on June 1 and damages a portion of the crop growing on the Easement Property, and subsequently on July 15 a major rain event necessitates operation of the Project inundating and damaging the crop growing on the entire Easement Property, the payments Grantor would be eligible for under the Growing Season Supplemental Crop Loss Program described above, would be reduced by the amount Grantor receives as payment for crop damages caused by the survey.

7. **Encumbrances.** Subject to the provisions below regarding the leasing or mortgaging of the Easement Property, Grantor will not encumber the Easement Property or any portion of the Easement Property or enroll the Easement Property or any portion of the Easement Property in any farm or other federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee’s use of the Easement Property, Grantee’s rights and privileges under this Easement, or with the Project without first obtaining Grantee’s consent. However, Grantor may rent or lease the Easement Property, at Grantor’s sole discretion without first

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obtaining Grantee's consent. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee. Additionally, Grantor may mortgage the Easement Property, at Grantor's sole discretion without first obtaining Grantee's consent so long as any mortgage is subordinate to this Easement.

8. **Waiver of Warranties.** Except as set forth in this Easement, the parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the Project; Grantor's ability to use the Easement Property following construction of Project; the potential frequency of inundation of the Easement Property; Grantor's ability to enroll the Easement Property in any federal program; or Grantor's ability to obtain any farm insurance regarding the Easement Property other than the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program which Grantor may be eligible for as set forth in Section 6(A) above.

9. **Maintenance.** Grantee's easement rights include the right, at its discretion and if necessary for purposes of proper operation and maintenance of the Project, to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property. However, Grantor is solely responsible, at Grantor's sole expense and discretion, for maintaining the Easement Property, including grass cutting and weed control. Neither Grantor nor Grantee will store, cause, or permit any spillage, leakage, or discharge of fertilizers, herbicides, fungicides, and pesticides on the Easement Property (in excess of normal applications for farming purposes). Further, in no event will either party cause or permit any spillage, leakage, or discharge of any hazardous substance onto the Easement Property including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene, or other products used for the purpose of generating power, lubrication, illumination, heating, or cleaning. If either party causes or permits any spillage, leakage, or discharge of any such hazardous substance onto the Easement Property, that party shall be solely responsible for any damages arising out of such spillage, leakage, or discharge of any such hazardous substance onto the Easement Property to the extent required by law.

10. **Alternative Dispute Resolution Board.** The Metro Flood Diversion Authority has created an Alternative Dispute Resolution Board to provide property owners an informal, administrative forum to bring claims related to Project operation for damages occurring outside the scope of the terms, conditions, obligations, and rights provided for under this Easement. Without limiting the easement rights granted herein, the parties agree that by executing this Easement, Grantor is not waiving claims for actual damages due to flooding caused by operation of the Project to any other real property owned by Grantor, and any improvements thereon. However, in the event of such damages, the parties agree to attempt in good faith to resolve such damages through the Alternative Dispute Resolution Board, as provided in the Project Property Rights Acquisition and Mitigation Plan, prior to commencing litigation with respect to such damages. A copy of the Project Property Rights Acquisition and Mitigation Plan is available from Grantee. Nothing herein shall prevent Grantor from bringing such claims in District Court.

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

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

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

14. **Entire Agreement.** This Easement constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

15. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee and must be recorded with the Clay County Recorder's office.

16. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

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

(Signatures appear on the following pages.)

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IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR:

Comstock Lutheran Church, ELCA,
a Minnesota nonprofit corporation

By: _____
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me, a Notary Public, in and for said County and State, personally appeared _____, the President of Comstock Lutheran Church, ELCA, a Minnesota nonprofit corporation, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said Comstock Lutheran Church, ELCA.

Notary Public, State of _____
My Commission Expires:

(SEAL)

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GRANTEE:

MOORHEAD – CLAY COUNTY JOINT
POWERS AUTHORITY

By: _____
Kevin Campbell, Chair

ATTEST:

Stephen Larson, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 202__, before me, a Notary Public, in and for said County and State, personally appeared Kevin Campbell and Stephen Larson, known to me to be the Chairman and Secretary, respectively, of the Moorhead – Clay County Joint Water Powers Authority and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of the Moorhead – Clay County Joint Water Powers Authority.

Notary Public, Clay County, Minnesota
My Commission Expires:

(SEAL)

The legal description contained in this document was prepared by:

James A. Schliemann
MN. Lic. No. 44867
Houston Engineering, Inc.
1401 – 21st Ave. N.
Fargo, ND 58102

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

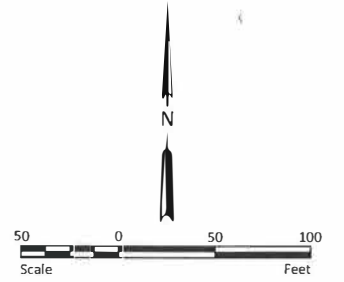
The West 348.50 feet of the South 375.00 feet of the Southwest Quarter of the Southwest Quarter of Section 17, Township 137 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota.

Said Tract contains 3.000 acres, more or less, and is subject to easements and other encumbrances of record.

EXHIBIT "B"
(COPY OF CERTIFICATE OF SURVEY FOR EASEMENT PROPERTY)



RED CAP 19780
 DOC. NO. 618494



IRON MONUMENT FOUND ●
 1/2" I.D. PIPE SET ○
 MEASURED BEARING N00°00'00"E
 MEASURED DISTANCE 100.00'

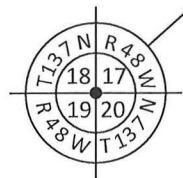
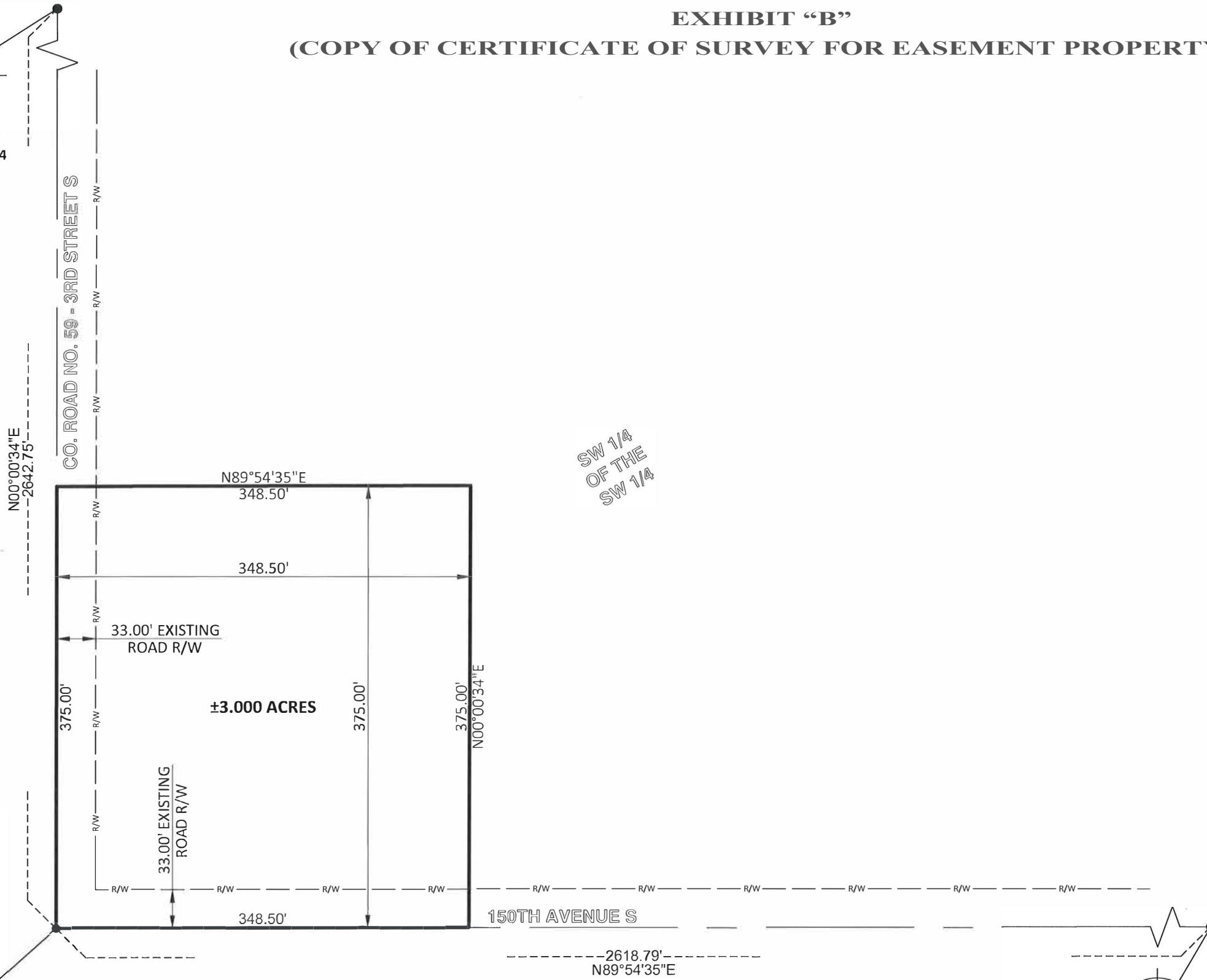
BEARINGS SHOWN ARE BASED ON THE
 CLAY COUNTY COORDINATE SYSTEM

MEASURED DISTANCES SHOWN ARE GROUND
 DISTANCES IN TERMS OF U.S. SURVEY FEET.

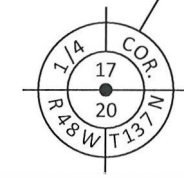
Description:

The West 348.50 feet of the South 375.00 feet of the Southwest Quarter of the Southwest Quarter of Section 17, Township 137 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota.

Said tract contains 3.000 acres, more or less, and is subject to easements as may be of record.



RED CAP 19780
 DOC. NO. 618496



5/8" REBAR
 DOC. NO. 700429

H:\BIN\10932\10932_0001\CAD\Master Boundary.dwg-Section 17-4/21/2022 8:05 AM-(dbuchholz)

No.	Revision	Date	By	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. <i>[Signature]</i> James A. Schliem MN. Lic. No. 44867	Date 4/21/22		Drawn by DSB Checked by JAS	Date 4-21-22 Scale AS SHOWN	HOLY CROSS TOWNSHIP CEMETERY PART OF THE SW 1/4 OF SECTION 17, T 137N, R 48W CLAY COUNTY, MINNESOTA	CERTIFICATE OF SURVEY PROJECT NO. 10932-0001	SHEET 1

EXHIBIT “C”

APPROVED STRUCTURES

1. Signs;
2. Graves;
3. Grave markers and stones;
4. Underground Vaults;
5. Caskets;
6. Fences surrounding Gravesites;
7. Maintenance Building; and
8. Water tank.



Diversion Authority Finance Committee Meeting

August 21, 2024

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
<p>Task Order 12, Amendment 0 – Utility Relocation – This is a new task order to install 2.5 miles of 16-inch watermain to connect the CRWUD system to the City of Fargo water system. This connection was agreed upon as part of the Master Utility Relocation Agreement (MURA) between the Authority and CRWUD.</p>	<p>Cass Rural Water Users District</p>	<p>\$709,916.94</p>

Executive Director Contracting Recommendation



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

Cass Rural Water Users District TO12 Amendment 0 16" Watermain Installation	\$709,916.94
<ul style="list-style-type: none"> • Install nearly 2.5 miles of new 16" watermain along Veterans Boulevard/57th Street and 76th Ave S. 	

1 Recommendation for action:

The Co-Deputy 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 Co-Deputy 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 Co-Deputy Executive Director for review and action.

3 Reason why it is required

Per the Master Utility Relocation Agreement (MURA) with Cass Rural Water Users District (Utility), this work was completed to expand Cass Rural Water Users District service with the City of Fargo Water. This work included installation of approximately 2.5 miles of 16-inch watermain. The Utility installed additional 16-inch watermain along 64th Avenue South that was not included for reimbursement from the MFDA as it was not included as part of the MURA. MFDA reimbursable improvements include the following:

- Watermain began at the Fargo Ground Storage Reservoir which is located south of 52nd Avenue South and west of Veteran’s Boulevard/57th Street.
- 2.0 Miles of 16-inch watermain along 57th Street S from the Fargo Ground Storage Reservoir south to 76th Avenue South.
- 0.5 Miles of 16-inch watermain along 76th Avenue South from 57th Street Southwest 0.5 miles.

4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultants (PMC) to the Owner since November of 2011, with primary responsibilities to plan and implement the FM Area Diversion Project (the PROJECT). As such, the Owner and PMC have agreed to enter into a Task Order focusing on managing and report on the various aspects of the PROJECT. The PMC reports directly to the Executive Director.

In accordance with Section 2.01 of the Master Utility Relocation Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and Cass Rural Water Users District (the “Utility”) dated October 18, 2022 (the “Agreement”), the Authority and the Utility agree to the above described 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
TO12-A0	0.00	709,916.94	6/11/2023	10/31/2024	Initial Scope of work
		709,916.94			

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

Year	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2024	CN-4010	709,916.94	709,916.94	0.00	709,916.94	Within allocated budget
Totals		709,916.94	709,916.94	0.00	709,916.94	

6 Attachments:

Task Order 12 amendment 0

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

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

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

Approved by: Michael Redlinger, Co-Deputy Executive Director

Date: 8/8/2024

Member _____ introduced the following RESOLUTION and moved its adoption:

**RESOLUTION RELATED TO THE AUTOMATIC ISSUANCE AND EXCHANGE OF
TEMPORARY P3 IMPROVEMENT WARRANTS**

WHEREAS, on October 13, 2021, the Cass County Joint Water Resource District (the “District”) issued its Temporary P3 Improvement Warrant No. RTPAP-1, Temporary P3 Improvement Warrant No. RTPP-1, Temporary P3 Improvement Warrant No. RTPP-2, Temporary P3 Improvement Warrant No. RTPP-3, and Temporary P3 Improvement Warrant No. RTPP-4 in the total principal amount of \$599,098,000 (collectively, the “Temporary P3 Improvement Warrants of 2021”); and

WHEREAS, the District issued the Temporary P3 Improvement Warrants of 2021 pursuant to the Temporary P3 Improvement Warrant Resolution adopted October 8, 2021, by the governing body of CCJWRD; and

WHEREAS, the Temporary P3 Improvement Warrants of 2021 remain outstanding and enforceable until refunded by the earlier of: (i) the issuance of Temporary Refunding Improvement Bonds for purposes of making the Termination Sum prior to Project Substantial Completion; or (ii) the issuance of Temporary P3 Improvement Warrants or Definitive P3 Improvement Warrants to refund the Temporary P3 Improvement Warrants as required to continue to provide security for the Developer as set forth in the Master Indenture of Trust; and

WHEREAS, pursuant to Section 3.07 of the Temporary P3 Improvement Warrant Resolution, in the event the Temporary P3 Improvement Warrants of 2021 mature prior to refunding thereof by the Definitive P3 Improvement Warrant, the District shall issue Temporary P3 Improvement Warrants in the same principal amount of, and on the same terms, aside from maturity date, as the Temporary P3 Improvement Warrants of 2021; and

WHEREAS, pursuant to Section 3.07 of the Temporary P3 Improvement Warrant Resolution, the District shall exchange the Temporary P3 Improvement Warrants of 2021 with Temporary P3 Improvement Warrant No. RTPAP-1, Temporary P3 Improvement Warrant No. RTPP-1, Temporary P3 Improvement Warrant No. RTPP-2, Temporary P3 Improvement Warrant No. RTPP-3, Temporary P3 Improvement Warrant No. RTPP-4 (collectively, the “Temporary P3 Improvement Warrants of 2024”) to continue to serve as security for the Developer for the capital portion of Availability Payments prior to the Project Substantial Completion Date and for any P3 Payment made by the Metro Flood Diversion Authority pursuant to the Project Agreement and prior to the Project Substantial Completion Date.

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

1. The Authority hereby authorizes the District to issue and exchange the Temporary P3 Improvement Warrants of 2021 with the Temporary P3 Improvement Warrants of 2024, in the Temporary P3 Improvement Warrant Account to continue to serve as security for the Developer for the capital portion of Availability Payments prior to the Project Substantial Completion Date and for any P3 Payment made by the Metro Flood Diversion Authority pursuant to the Project Agreement and prior to the Project Substantial Completion Date.
2. This Resolution shall take effect immediately upon adoption.

Dated: August 22, 2024

APPROVED:

Michelle (Shelly) A. Carlson, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following voted in favor thereof: _____.

_____ . The following members were absent and not voting: _____. The following members voted against the same: _____. A majority of the members having voted aye, the resolution was declared duly passed and adopted.