

# Board Agenda

## Diversion Board of Authority

March 27, 2025 @ 3:30 p.m. CST

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

1. Call to Order
  - a. Roll Call of Members
2. Approve minutes from February 6, 2025  
[Attachment 00.01] (Pg. 3)
3. Approve minutes from February 27, 2025  
[Attachment 00.02] (Pg. 4)
4. Approve Order of Agenda
5. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
  - a. Finance Report [Attachment 01.00] (Pg. 9)
  - b. Voucher Approval [Attachment 02.00] (Pg. 34)
  - c. DA Board Approval MOUs and Agreements [Attachment 03.00] (Pg. 53)
    - i. Ottertail Power Company & MFDA MURA [Attachment 03.01] (Pg. 55)
  - d. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 92)
    - i. LinnCo, Inc – WP 38C Task Order 11, Amendment 0 [Attachment 04.01] (Pg. 94)
  - e. OINs 7234B, 7234C and 7234D Sale of Excess Land Recommendation  
[Attachment 05.00] (Pg. 96)
  - f. OIN 1899 Sale of Excess Land Recommendation [Attachment 06.00] (Pg. 124)
  - g. MFDA Employee COLA Increase [Attachment 07.00] (Pg. 132)
  - h. Resolution appointing Chris Kane, PE, JD to the Technical Dispute Review Board as the Authority's member [Attachment 08.00] (Pg. 133)

### **REGULAR AGENDA:**

6. Executive Director Update
  - a. MN Funding Update
7. General Counsel Update
  - a. Technical Dispute Review Board Update
8. Project Updates

- a. USACE Project Update [Attachment 09.00] (Pg. 141)
  - b. SWDCAI Project Update [Attachment 10.00] (Pg. 143)
  - c. Project Safety Update [Attachment 11.00] (Pg. 144)
  - d. P3 Monthly Update [Attachment 12.00] (Pg. 145)
  - e. March 2025 Drone Footage Video
9. Communications Team Update
10. Land Management Update
- a. Property Acquisition Status Report [Attachment 13.00] (Pg. 181)
11. Finance Update
- a. Sales Tax Update 2024 Collections  
[Attachment 14.00] (Pg. 188)
  - b. H&H Modeling for FEMA Certification Presentation
    - i. Budget Change Request 019/2025 Cash Budget Amendment [Attachment 15.00]  
(Pg. 189)
    - ii. HMG – Task Order 102, Amendment 9 [Attachment 16.00] (Pg. 190)
12. Other Business
13. Next Meeting: April 24, 2025
14. 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](http://www.TVFargo.com)
- View the Meeting on the City of Fargo's Facebook or YouTube



# Metro Flood Diversion Authority Special Board of Authority Meeting Minutes

**4:00 PM – February 6, 2025**

**City of Fargo Commission Chambers**

A special meeting of the Metro Flood Diversion Authority Board of Authority was held on February 6, 2025. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Jim Kapitan, Cass County Commissioner; Kevin Campbell, Clay County Commissioner; Duane Breitling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Lisa Borgen, Moorhead City Council; Rick Steen, Cass County Joint Water Resource District; Shelly Carlson, Mayor, City of Moorhead and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: Dr. Tim Mahoney, Mayor, City of Fargo and Dave Piepkorn, Fargo City Commissioner.

**1. CALL TO ORDER**

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

**2. APPROVE THE ORDER OF THE AGENDA**

**MOTION PASSED**

**Mr. Breitling moved approve the order of the agenda, and Mr. Steen seconded the motion. On a voice vote, the motion carried.**

**3. CONSIDERATION OF CONSULTING AGREEMENT BETWEEN JODI SMITH AND THE MFDA**

Mr. Shockley provided an overview of the proposed consulting agreement between Jodi Smith and the MFDA. As an independent contractor, Ms. Smith would be compensated \$12,000 per month beginning February 1, 2025, and ending July 31, 2025. Additional hours worked for the MFDA after July 31, 2025, will be compensated at \$130 per hour.

**MOTION PASSED**

**Ms. Kolpack moved to approve the consulting agreement as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.**

**4. NEXT MEETING**

The next meeting will be February 27, 2025.

**5. ADJOURNMENT**

Mr. Breitling moved to adjourn, and Mr. Campbell seconded the motion. The meeting adjourned at 4:18 PM.



# Metro Flood Diversion Authority Board of Authority Meeting Minutes

**3:30 PM – February 27, 2025**  
**City of Fargo Commission Chambers**

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on February 27, 2025. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Jim Kapitan, Cass County Commissioner; Duane Breitling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Lisa Borgen, Moorhead City Council; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Shelly Carlson, Mayor, City of Moorhead; Kevin Campbell, Clay County Commissioner and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: no members were absent.

**1. CALL TO ORDER**

Mr. Grindberg called the meeting to order at 3:31 PM. Roll call was taken, and a quorum was present.

**2. APPROVE THE MINUTES FROM THE JANUARY 23, 2025, MEETING**

**MOTION PASSED**

**Mr. Hendrickson moved to approve the minutes from the January 23, 2025, meeting and Mayor Dardis seconded the motion. On a voice vote, the motion carried.**

**3. APPROVE THE ORDER OF THE AGENDA**

**MOTION PASSED**

**Ms. Kolpack moved to approve the order of the agenda, amending it to remove item 9. b., and Mr. Breitling seconded the motion. On a voice vote, the motion carried.**

**4. APPROVE THE CONSENT AGENDA**

**MOTION PASSED**

**Mayor Carlson moved to approve the consent agenda and Mr. Breitling seconded the motion. On a roll call vote, the motion carried**

**5. EXECUTIVE DIRECTOR UPDATE**

Mr. Benson reported that Mr. Grindberg, Mayor Carlson, Mr. Ebinger, Ms. Mongeau and himself attended the St. Paul legislative visits and meetings with the legislators were well received; Mr. Grindberg and Mr. Benson also attended the Local Government Day at the North Dakota Legislature in Bismarck.



**6. GENERAL COUNSEL UPDATE**

**a. Resolution to Repeal the Fargo-Moorhead Diversion Authority Detention Funding Policy**

Mr. Shockley provided an overview of the detention funding policy that was developed in 2015. Mr. Shockley asked for a motion to repeal the current policy and adopt a new policy that is consistent with the upstream coalition settlement agreement.

**MOTION PASSED**

**Mr. Campbell moved to repeal the current policy and adopt a new policy that is consistent with the upstream coalition settlement agreement and Mr. Breitling seconded the motion. On a roll call vote, the motion carried.**

**b. Technical Dispute Resolution Board Update**

Mr. Shockley reported that the TDRB board members have resigned, citing they do not feel they can function as a board based on the North Dakota Attorney General's opinion dated January 10, 2025. The MFDA is seeking potential new members.

**7. PROJECT UPDATES**

**a. USACE Project Update**

Ms. Williams provided the following USACE update:

**1 Diversion Inlet Structure (DIS) – Construction**

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

**2 Wild Rice River Structure (WRRS) – Construction**

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

**3 I-29 Raise – Construction**

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 100% complete. Partial turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

**4 Red River Structure (RRS) - Construction**

Structure includes 3-50 ft. wide Tainter gates. Construction is 73% complete. Construction completion date is 29 April 2026. Tainter gate #3 delivery and bay 3 winter enclosure construction ongoing. Concrete placements in January for approach apron and dam walls.

**5 Drain 27 Wetland Mitigation Project Plantings - Construction**

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

**6 Drayton Dam Mitigation Project Design - Construction**

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual will be finalized once MFDA provides comments.

**7 Southern Embankment – Reach SE-2A - Construction**

Construction is 76% complete but continues to be behind schedule. Scheduled completion date of 13 October 2024 was not met. Revised schedule and completion date pending.

**8 FY2024 Contract Awards:**

OHB Ring Levee: Awarded 22 February and is 12% complete. Contract completion date is 24 September 2025.

Reach SE-1B: Awarded 27 February and is 29% complete. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 37% complete. CR 16 is open for winter. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is preparing lands for additional planting next season.

Reach SE-4: Awarded 28 May and is 5% complete. Contract completion date is 3 June 2026.

**9 FY25 Contract Awards:**

SE-3: Awarded 2 January 2025. Contract completion date is 11 September 2026.

SE-5: Contract was awarded on 30 January 2025 to BCSS, LLC of Tempe, AZ for \$10,097,097.

Forest Mitigation #2: Bids were received 6 February - award pending.

**b. SWDCAI Project Update**

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

**Misc. Highlights**

- Channel Excavation
- Red River Structure
- SWDCAI Crossings/Structures

**30 to 60-Day Outlook**

- Channel Reach 14
- Southern Embankment Projects

**c. Project Safety Update**

Mr. Bakkegard provided the safety update for the period January 1, 2025, to January 31, 2025. He reported that there was one recordable incident as a result of a slip/fall that required minor treatment. There were no other incidents to report.

**d. P3 Monthly Update**

Mr. Barthel provided an update in the P3 commercial area:

**Compensation and Relief Events**

By the end of January 2025, RRVA had submitted notices of 32 (thirty-two) Compensation Events and 2 (two) Relief Events.

**Change Requests**

A change request (CR) can be initiated by the Authority or RRVA, and it is the mechanism set out in the Project Agreement to modify the Technical Requirements to resolve issues, clarify requirements, or modify the scope of RRVA’s work.

There have been 23 (twenty-three) Authority-initiated change requests (ACRs) through the end of the reporting period with 2 (two) pending issue by the Authority. 12 (twelve) have been agreed to and progressed to agree upon change orders, totaling a cost to the Authority of \$8,355,700.38 and a credit to the Authority of \$950,000. 3 (three) ACRs were withdrawn, and 6 (six) are pending negotiation with RRVA.

There have been 55 (fifty-five) developer-initiated change requests (DCRs) through the end of the reporting period. 34 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority. 1 (one) is pending negotiation with RRVA.

Please reach out to Mr. Barthel if you have any questions regarding the report.

**e. February 2025 Drone Video**

A video highlighting the progress that has been achieved since January 2025 was viewed.

**8. COMMUNICATIONS TEAM UPDATE**

Ms. Willson provided the following communications update:

**Media Relations:**

- January construction update
- Welcoming Jason Benson as ED
- Media availability
- Federal funding freeze
- Tariffs impact
- TDRB resignations
- Jodi's contract

**Events:**

- North Dakota Association of County Engineers Conference

**Materials:**

- Faces of the Diversion: John Schmidt
- The Diversion Current: Structure moving

**9. LAND MANAGEMENT UPDATE**

**a. Property Acquisition Status Report**

Ms. Smith provided the following property acquisition status report:

- 98.4% completion in the Construction Footprint
- 58.1% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 58.1% of the parcels in the Upstream Mitigation Area have been acquired
- 77.6% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

**Key Activities:**

- Continued negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed on 2 parcels / 2 owners in the UMA
- Completing appraisal reports for Christine area flowage easements and Horace Mobility Improvements
- Continuing the process of disposing of Excess Lands
  - 39 parcels / 684.22 acres have been approved as Excess Lands
    - 16 parcels / 544.93 acres are moving through the Policy
    - 23 parcels / 139.29 acres have been sold or pending closing
- Finalizing farmland leases for 2025
- Vacate dates for occupied Minnesota properties (unless otherwise negotiated)
  - Deadline in Clay County = April 1st, 2025
  - Deadline in Wilkin County = June 1st, 2025

**10. FINANCE UPDATE**

**a. Sales Tax Update 2024 Collections**

Mayor Dardis reported that the February bills payable totaled \$2,809,184, and the current grand total net position is \$321,945,635. Mayor Dardis also reported that all the contracting actions presented were approved.

Mayor Dardis reported it is anticipated that \$66,000,000, will be received from sales tax revenues in 2025 based on a 2% growth projection. It is also anticipated that \$234,000,000, in milestone payments will be due to the developer in 2025 and advised that spending should be closely monitored.

**11. OTHER BUSINESS**

John Shockley's birthday is February 28.

**12. CLOSED EXECUTIVE SESSION**

*Closed Executive Session pursuant to N.D.C.C. § 44-04-19.2 and N.D.C.C. § 44-04-19.1 (2) and (9) for attorney consultation and direction to General Counsel and the Executive Director regarding mediation and if mediation is not successful, commencing litigation to enforce the terms and conditions of the Separation and Release Agreement between Joel Paulsen and the Metro Flood Diversion Authority dated August 21, 2024.*

**MOTION PASSED**

**Mayor Mahoney moved to go into executive session and Mr. Steen seconded the motion. On a roll call vote, the motion carried.**

The board retreated to the Red River Room at 4:02 PM.

A quorum of the board returned to the City Commission Chambers at 4:57 PM.

**13. NEXT MEETING**

The next meeting will be on March 27, 2025.

**14. ADJOURNMENT**

Mr. Campbell moved to adjourn, and Mr. Steen seconded the motion. The meeting adjourned at 4:58 PM.



**FM Metropolitan Area Flood Risk Management Project**  
**Statement of Net Position**  
**February 28, 2025**

	<b>FM Diversion Project Fund</b>	<b>Budget Fund</b>	<b>Grand Total</b>
<b>Assets</b>			
Cash	\$ 280,170,107	\$ 435,570	\$ 280,605,677
Cash Horace 3.01 MIT	4,431,592	-	4,431,592
Cash BRRWD	9,006,546	-	9,006,546
Cash Held In Trust at BND			
Excess Revenue Fund	706,408	-	706,408
Temp Debt Obligation Fund	2,077,659	-	2,077,659
Authority Loan Fund	175,595	-	175,595
P3 Reserve Fund	16,793,482	-	16,793,482
SRF Loan Reserve Fund	2,379,451	-	2,379,451
Revenue Fund	3,006	-	3,006
Receivables			-
City of Fargo	4,141,697	-	4,141,697
Cass County	2,074,609	-	2,074,609
Legacy	7,385,444	-	7,385,444
Prepaid Expense	3,360,072	-	3,360,072
Refundable Deposit	50,000	-	50,000
<b>Total assets</b>	<b>332,755,668</b>	<b>435,570</b>	<b>333,191,238</b>
<b>Liabilities</b>			
Vouchers payable	2,110,537	-	2,110,537
Retainage payable	69,970	-	69,970
Rent Deposit	18,250	-	18,250
Deferred Revenue	-	-	-
<b>Total liabilities</b>	<b>2,198,757</b>	<b>-</b>	<b>2,198,757</b>
<b>NET POSITION</b>	<b>\$ 330,556,911</b>	<b>\$ 435,570</b>	<b>\$ 330,992,481</b>

**Summary Of Expenses**  
**EXP-2025-02**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	27/02/2025	342733	Cass County Government	\$72,702.85	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
	27/02/2025	342733	Cass County Government	\$3,250.00	DIVERSION DIRECTOR PAY	V00106	EXECUTIVE DIRECTOR
<b>Full Time Staff / Salaries</b>				<b>\$75,952.85</b>			
770-7910-429.20-01	27/02/2025	342733	Cass County Government	\$8,420.68	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Health Insurance</b>				<b>\$8,420.68</b>			
770-7910-429.20-03	27/02/2025	342733	Cass County Government	\$160.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Dental Insurance</b>				<b>\$160.00</b>			
770-7910-429.20-06	27/02/2025	342733	Cass County Government	\$29.20	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Vision Insurance</b>				<b>\$29.20</b>			
770-7910-429.21-01	27/02/2025	342733	Cass County Government	\$4,374.61	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Social Security</b>				<b>\$4,374.61</b>			
770-7910-429.21-02	27/02/2025	342733	Cass County Government	\$1,023.09	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Medicare</b>				<b>\$1,023.09</b>			
770-7910-429.22-07	27/02/2025	342733	Cass County Government	\$9,640.39	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Pension Benefits / Retirement</b>				<b>\$9,640.39</b>			
770-7910-429.33-37	06/02/2025	342333	MRA – The Management Associ	\$4,810.00	MRA SERVICE AGREEMENT	V13501	CONSULTING SERV-COMP STUD
	13/02/2025	342473	HighRoad Partners, LLC	\$600.00	HR PARTNER	V09701	HR SERVICES
<b>Other Services / HR Services</b>				<b>\$5,410.00</b>			
770-7910-429.34-15	13/02/2025	342517	Marco Technologies	\$741.00	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	20/02/2025	342652	Marco Technologies	\$2,206.27	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	27/02/2025	342739	CONSOLIDATED COMMUNI	\$470.00	ACCT #701-150-0113/0	V00106	EXECUTIVE DIRECTOR
	27/02/2025	342785	Marco Technologies	\$179.84	ADOBE ACROBAE PRO	V10301	SERVICE AGREEMENT - IT
<b>Technical Services / Computer Services</b>				<b>\$3,597.11</b>			
770-7910-429.38-99	27/02/2025	342733	Cass County Government	\$320.64	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Other Services / Other Services</b>				<b>\$320.64</b>			
770-7910-429.43-50	27/02/2025	342733	Cass County Government	\$469.57	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Repair and Maintenance / Maintenance Service Contract</b>				<b>\$469.57</b>			

**Summary Of Expenses**  
**EXP-2025-02**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.53-20	27/02/2025	342733	Cass County Government	\$480.81	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Communications / Cellular Phone Service</b>				<b>\$480.81</b>			
770-7910-429.56-60	27/02/2025	342733	Cass County Government	\$777.60	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>In State Travel / In State Travel Expenses</b>				<b>\$777.60</b>			
770-7910-429.59-10	27/02/2025	342733	Cass County Government	\$110.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Education / Dues &amp; Membership Instate</b>				<b>\$110.00</b>			
770-7910-429.59-21	27/02/2025	342733	Cass County Government	\$590.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Education / Seminar &amp; Conf. Outstate</b>				<b>\$590.00</b>			
770-7910-429.61-10	27/02/2025	342733	Cass County Government	\$602.17	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>General Supplies / Office Supplies</b>				<b>\$602.17</b>			
770-7910-429.68-30	27/02/2025	342733	Cass County Government	\$283.81	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Miscellaneous / Meeting Incidentals</b>				<b>\$283.81</b>			
<b>770 Subtotal</b>				<b>\$112,242.53</b>			
790-7910-429.33-25	27/02/2025	342723	Ankura Consulting Group LLC	\$99,379.00	DEC SCHEDULING SERVICES	V12801	SCHEDULING EXPERTISE
	06/03/2025	342871	DORSEY & WHITNEY LLP	\$152,971.74	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	06/03/2025	342904	OHNSTAD TWICHELL PC	\$66,470.50	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
	28/02/2025	LT02250	Ankura Consulting Group LLC	(\$99,379.00)	REV 12.31.24 AP 2.27.25	V12801	SCHEDULING EXPERTISE
	28/02/2025	LT14240	Ankura Consulting Group LLC	\$99,379.00	12.31.24 AP-2.27.25 CK	V12801	SCHEDULING EXPERTISE
<b>Other Services / Legal Services</b>				<b>\$318,821.24</b>			
790-7910-429.34-20	13/02/2025	342531	Neon Loon Communications, LL	\$18,075.00	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
<b>Technical Services / Marketing / Public Relat.</b>				<b>\$18,075.00</b>			
790-7910-429.34-56	25/02/2025	EK02250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 02/25	V05902	MONTHLY FISCAL AGENT FEE
<b>Technical Services / FMDA Fiscal Agent Fees</b>				<b>\$18,007.50</b>			
790-7910-429.38-68	13/02/2025	342454	GA Group, PC	\$4,000.00	FEB GOVT RELATIONS	V07601	2021 GOVERNMENT RELATIONS
<b>Other Services / Lobbyist</b>				<b>\$4,000.00</b>			



**Summary Of Expenses**  
**EXP-2025-02**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.42-05	13/02/2025	342399	Ambassador, Inc.	\$1,850.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
<b>Cleaning Services / Custodial Services</b>				<b>\$1,850.00</b>			
790-7910-429.43-50	09/03/2025	JH022500	ACONEX (North America) INC	\$83,581.05	R/V 12/31/24 ANNUAL PREPD	V01401	8 Year Service Agreement
	09/03/2025	JH142400	ACONEX (North America) INC	(\$83,581.05)	12/31/24 PREPAID-ANNUAL	V01401	8 Year Service Agreement
<b>Repair and Maintenance / Maintenance Service Contract</b>				<b>\$0.00</b>			
790-7915-429.33-05	13/02/2025	342398	AECOM	\$35,513.40	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$136,355.95	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	06/03/2025	342844	AECOM	\$42,572.58	CULTERIAL RESOURCES INVES	V01004	SEAI CULTURAL RES INVEST
	06/03/2025	342859	MOORE ENGINEERING INC	\$315.00	MOORE ENGINEERING	V01201	Cass Joint Water OHB
	06/03/2025	342859	MOORE ENGINEERING INC	\$315.00	MOORE ENGINEERING	V01201	Cass Joint Water ROE
	06/03/2025	342887	HOUSTON-MOORE GROUP L	\$168,366.99	DIVERSION PROJECT-DEC	V01634	H&H MITIG. & PERMIT SUPPO
	19/02/2025	LT02250	AECOM	(\$35,513.40)	REV 12.31.24 AP-2.13.25	V01004	SEAI CULTURAL RES INVEST
	19/02/2025	LT02250	HOUSTON-MOORE GROUP L	(\$290,507.72)	REV 12.31.24 AP-2.13.25	V01633	DESIGN & CONST. SUPPORT
	07/03/2025	LT02250	AECOM	(\$42,572.58)	REV 12.31.24 AP 3.6.25 CK	V01004	SEAI CULTURAL RES INVEST
	07/03/2025	LT02250	HOUSTON-MOORE GROUP L	(\$222,214.52)	REV 12.31.24 AP 3.6.25 CK	V01634	H&H MITIG. & PERMIT SUPPO
	19/02/2025	LT14240	AECOM	\$35,513.40	12.31.24 AP-02.13.25 CK	V01004	SEAI CULTURAL RES INVEST
	19/02/2025	LT14240	HOUSTON-MOORE GROUP L	\$290,507.72	12.31.24 AP-02.13.25 CK	V01633	DESIGN & CONST. SUPPORT
	07/03/2025	LT14240	AECOM	\$42,572.58	12.31.24 AP-3.6.2025 CK	V01004	SEAI CULTURAL RES INVEST
	07/03/2025	LT14240	HOUSTON-MOORE GROUP L	\$222,214.52	12.31.24 AP-3.6.2025 CK	V01634	H&H MITIG. & PERMIT SUPPO
<b>Other Services / Engineering Services</b>				<b>\$383,438.92</b>			
790-7920-429.33-05	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$29,814.78	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	06/03/2025	342887	HOUSTON-MOORE GROUP L	\$40,988.78	DIVERSION PROJECT-DEC	V01634	H&H MITIG. & PERMIT SUPPO
<b>Other Services / Engineering Services</b>				<b>\$70,803.56</b>			

**Summary Of Expenses**  
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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-79	06/02/2025	342281	CH2M Hill Engineers Inc	\$14,475.47	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	20/02/2025	342611	CH2M Hill Engineers Inc	\$416,849.84	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	20/02/2025	342611	CH2M Hill Engineers Inc	\$637,526.01	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	19/02/2025	LT02250	CH2M Hill Engineers Inc	(\$14,475.47)	REV 12.31.24-AP 2.6.25 CK	V00212	P3 PROCUREMENT SUPPORT
	22/02/2025	LT02250	CH2M Hill Engineers Inc	(\$416,849.84)	REV 12.31.24 AP 2.20.25	V00211	CH2M HILL-6/2019-12/2021
	22/02/2025	LT02250	CH2M Hill Engineers Inc	(\$637,526.01)	REV 12.31.24 AP 2.20.25	V00212	P3 PROCUREMENT SUPPORT
	19/02/2025	LT14240	CH2M Hill Engineers Inc	\$14,475.47	12.31.24 AP-2.6.25 CK	V00212	P3 PROCUREMENT SUPPORT
	22/02/2025	LT14240	CH2M Hill Engineers Inc	\$416,849.84	12.31.24 AP-02.20.25 CK	V00211	CH2M HILL-6/2019-12/2021
	22/02/2025	LT14240	CH2M Hill Engineers Inc	\$637,526.01	12.31.24 AP-02.20.25 CK	V00212	P3 PROCUREMENT SUPPORT
<b>Other Services / Construction Management</b>				<b>\$1,068,851.32</b>			
790-7930-429.33-05	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$69,191.30	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	06/03/2025	342859	HDR Engineering, Inc.	\$11,534.27	HDR ENGINEERING	V01201	Cass Joint Water ROE
	06/03/2025	342859	HDR Engineering, Inc.	\$11,534.27	HDR ENGINEERING	V01201	Cass Joint Water OHB
	06/03/2025	342859	SRF Consulting Group	\$33,922.71	SRF CONSULTING	V01201	Cass Joint Water OHB
	06/03/2025	342859	SRF Consulting Group	\$33,922.71	SRF CONSULTING	V01201	Cass Joint Water ROE
	06/03/2025	342887	HOUSTON-MOORE GROUP L	\$12,858.75	DIVERSION PROJECT-DEC	V01634	H&H MITIG. & PERMIT SUPPO
<b>Other Services / Engineering Services</b>				<b>\$172,964.01</b>			
790-7930-429.33-25	06/03/2025	342859	Larkin Hoffman Attorneys	\$18,902.80	LARKIN HOFFMAN	V01201	Cass Joint Water OHB
	06/03/2025	342859	Larkin Hoffman Attorneys	\$18,902.80	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
	06/03/2025	342859	OHNSTAD TWICHELL PC	\$65,273.81	OHNSTAD TWICHELL	V01201	Cass Joint Water OHB
	06/03/2025	342859	OHNSTAD TWICHELL PC	\$65,273.81	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	06/03/2025	342859	OHNSTAD TWICHELL PC	\$211.50	OHNSTAD TWICHELL	V01203	Cass Joint Water OHB
	06/03/2025	342904	OHNSTAD TWICHELL PC	\$398.00	DIVERSION LEGAL SERVICES	V00103	General & Admin. LERRDS
<b>Other Services / Legal Services</b>				<b>\$168,962.72</b>			

Data Through Date: 28 February 2025

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-32	06/03/2025	342859	CROWN APPRAISALS	\$28,500.00	CROWN APPAISALS	V01201	Cass Joint Water OHB
	06/03/2025	342859	CROWN APPRAISALS	\$28,500.00	CROWN APPAISALS	V01201	Cass Joint Water ROE
	06/03/2025	342859	DKJ Appraisal LLC	\$5,702.50	DKJ APPRAISAL	V01201	Cass Joint Water OHB
	06/03/2025	342859	DKJ Appraisal LLC	\$5,702.50	DKJ APPRAISAL	V01201	Cass Joint Water ROE
	06/03/2025	342859	Patchin Messner Valuation Coun	\$28,000.00	PATCHIN MESSNER	V01201	Cass Joint Water ROE
	06/03/2025	342859	Patchin Messner Valuation Coun	\$28,000.00	PATCHIN MESSNER	V01201	Cass Joint Water OHB
	06/03/2025	342859	Tinjum Appraisal Company, Inc.	\$5,000.00	TINJIM APPRAISAL	V01201	Cass Joint Water OHB
	06/03/2025	342859	Tinjum Appraisal Company, Inc.	\$5,000.00	TINJIM APPRAISAL	V01201	Cass Joint Water ROE
<b>Other Services / Appraisal Services</b>				<b>\$134,405.00</b>			
790-7930-429.33-79	20/02/2025	342611	CH2M Hill Engineers Inc	\$12,294.73	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
	22/02/2025	LT02250	CH2M Hill Engineers Inc	(\$12,294.73)	REV 12.31.24 AP 2.20.25	V00210	CH2M HILL-LAND ACQUISITON
	22/02/2025	LT14240	CH2M Hill Engineers Inc	\$12,294.73	12.31.24 AP-02.20.25 CK	V00210	CH2M HILL-LAND ACQUISITON
<b>Other Services / Construction Management</b>				<b>\$12,294.73</b>			
790-7930-429.38-99	06/03/2025	342859	Title Company	\$200.00	THE TITLE COMPANY	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	Title Company	\$200.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	Title Company	\$200.00	THE TITLE COMPANY	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Other Services / Other Services</b>				<b>\$600.00</b>			
790-7930-429.52-70	20/02/2025	342691	Watts and Associates, Inc.	\$992.57	CROP INSURNACE DEVEL.	V06901	CROP INSURANCE DEVELOPMN
<b>Insurance / Crop Insurance</b>				<b>\$992.57</b>			
790-7930-429.62-51	06/03/2025	342851	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342851	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342851	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	Cass County Electric Cooperativ	\$1,254.58	CASS COUNTY ELECTRIC	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	Cass County Electric Cooperativ	\$1,254.58	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	Cass County Electric Cooperativ	\$1,254.58	CASS COUNTY ELECTRIC	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Energy / Electricity</b>				<b>\$4,102.74</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.62-52	06/03/2025	342859	Dakota Plains AG	\$1,093.13	CHS DAKOTA PLAINS	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	Dakota Plains AG	\$1,093.13	CHS DAKOTA PLAINS	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	Dakota Plains AG	\$1,093.13	CHS DAKOTA PLAINS	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	Farmers Union Oil Company of	\$2,000.00	PETRO SERVE USA	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	Farmers Union Oil Company of	\$2,000.00	PETRO SERVE USA	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	Farmers Union Oil Company of	\$2,000.00	PETRO SERVE USA	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Energy / Propane</b>				<b>\$9,279.39</b>			
790-7930-429.67-11	06/03/2025	342859	0840 - BRODSHAUG 2	\$6,166.14	FLO FREDERICKSON	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	0840 - BRODSHAUG 2	\$6,166.14	FLO FREDERICKSON	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	0840 - BRODSHAUG 2	\$6,166.14	FLO FREDERICKSON	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	1912 - DUVAL 7	\$9,801.50	DARWIN & SANDRA DUVAL	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	1912 - DUVAL 7	\$9,801.50	DARWIN & SANDRA DUVAL	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	1912 - DUVAL 7	\$9,801.50	DARWIN & SANDRA DUVAL	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	2016 - NIPSTAD 3	\$102,578.98	NIPSTAD FARMS	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	2016 - NIPSTAD 3	\$102,578.98	NIPSTAD FARMS	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	2016 - NIPSTAD 3	\$102,578.98	NIPSTAD FARMS	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	8386 - LEO A & AMY M COSS	\$48,724.78	WESTBY OIN 8386	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	8386 - LEO A & AMY M COSS	\$48,724.78	WESTBY OIN 8386	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	8386 - LEO A & AMY M COSS	\$48,724.78	WESTBY OIN 8386	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	9994 - MITCHELL	\$50,000.00	JESUS & GAUDALUPE VEGA	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	9994 - MITCHELL	\$50,000.00	JESUS & GAUDALUPE VEGA	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	9994 - MITCHELL	\$50,000.00	JESUS & GAUDALUPE VEGA	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Relocation / Residential Buildings</b>				<b>\$651,814.20</b>			
790-7930-429.67-12	06/03/2025	342859	1912 - DUVAL 7	\$48,606.65	DARWIN & SANDRA DUVAL	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	1912 - DUVAL 7	\$48,606.65	DARWIN & SANDRA DUVAL	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	1912 - DUVAL 7	\$48,606.65	DARWIN & SANDRA DUVAL	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Relocation / Commercial Buildings</b>				<b>\$145,819.95</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-30	06/03/2025	342859	8359 - STEVEN D SCHULTZ E	\$1,000.00	STEVE SCHULTZ	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	8359 - STEVEN D SCHULTZ E	\$1,000.00	STEVE SCHULTZ	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	8359 - STEVEN D SCHULTZ E	\$1,000.00	STEVE SCHULTZ	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Land / Land Purchases</b>				<b>\$3,000.00</b>			
790-7930-429.71-31	06/03/2025	342859	1891 - MATHISON 4	\$795,320.00	THE TITLE COMPANY	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	1891 - MATHISON 4	\$795,320.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	1891 - MATHISON 4	\$795,320.00	THE TITLE COMPANY	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	2022 - CHRISTIANSON 3	\$32,145.00	THE TITLE COMPANY	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	2022 - CHRISTIANSON 3	\$32,145.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	2022 - CHRISTIANSON 3	\$32,145.00	THE TITLE COMPANY	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Land / Easements</b>				<b>\$2,482,395.00</b>			
790-7930-429.73-20	13/02/2025	342556	Schmidt and Sons Inc.	\$100,200.00	PROPRTY MITIGATION	V03817	TO19-WP38C-OIN 1893, 9462
	20/02/2025	342671	Schmidt and Sons Inc.	\$66,500.00	PROPERTY MITIGATION	V03818	TO04-WP38C-OIN 1665
	20/02/2025	342671	Schmidt and Sons Inc.	\$353,000.00	PROPERTY MITIGATION	V03821	TO34 - OIN 856 & 1972
	19/02/2025	LT02250	Schmidt and Sons Inc.	(\$90,180.00)	REV 12.31.24 AP-2.13.25	V03817	TO19-WP38C-OIN 1893, 9462
	19/02/2025	LT14240	Schmidt and Sons Inc.	\$90,180.00	12.31.24 AP-02.13.25 CK	V03817	TO19-WP38C-OIN 1893, 9462
<b>Infrastructure / Site Improvements</b>				<b>\$519,700.00</b>			
790-7930-429.80-17	06/03/2025	342859	CASS COUNTY TREASURER	\$86,526.54	CASS COUNTY GOVERNMENT	V01701	ND LAND - BIOTIC GEO MORP
	06/03/2025	342859	CASS COUNTY TREASURER	\$86,526.54	CASS COUNTY GOVERNMENT	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	CASS COUNTY TREASURER	\$86,526.54	CASS COUNTY GOVERNMENT	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	RICHLAND COUNTY TREAS	\$4,173.48	RICHLAND COUNTY	V01701	OXBOW MOU-RESIDENT RLCTN
	06/03/2025	342859	RICHLAND COUNTY TREAS	\$4,173.48	RICHLAND COUNTY	V01701	ND LAND PURCH-OUT OF TOWN
	06/03/2025	342859	RICHLAND COUNTY TREAS	\$4,173.48	RICHLAND COUNTY	V01701	ND LAND - BIOTIC GEO MORP
	07/02/2024	LT14230	CASS COUNTY TREASURER	(\$5,965.83)	AP CASS COUNTY REVERSAL	V01701	OXBOW MOU-RESIDENT RLCTN
	07/02/2024	LT14230	CASS COUNTY TREASURER	\$5,965.83	REVERSAL OF BATCH 0994	V01701	ND LAND PURCH-OUT OF TOWN
	07/02/2024	LT14230	CASS COUNTY TREASURER	(\$5,965.83)	AP CASS COUNTY REVERSAL	V01701	ND LAND PURCH-OUT OF TOWN
	07/02/2024	LT14230	CASS COUNTY TREASURER	\$5,965.83	REVERSAL OF BATCH 0994	V01701	ND LAND - BIOTIC GEO MORP
	07/02/2024	LT14230	CASS COUNTY TREASURER	(\$5,965.83)	AP CASS COUNTY REVERSAL	V01701	ND LAND - BIOTIC GEO MORP
	07/02/2024	LT14230	CASS COUNTY TREASURER	\$5,965.83	REVERSAL OF BATCH 0994	V01701	OXBOW MOU-RESIDENT RLCTN
	<b>Debt Service / Property Tax - FMDA</b>				<b>\$272,100.06</b>		

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.33-05	06/03/2025	342863	SRF Consulting Group	\$11,318.94	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
	07/03/2025	LT02250	SRF Consulting Group	(\$11,318.94)	REV 12.31.24 AP 3.6.25 CK	V06201	MCCJPA - MN ROE
	07/03/2025	LT14240	SRF Consulting Group	\$11,318.94	12.31.24 AP-3.6.2025 CK	V06201	MCCJPA - MN ROE
<b>Other Services / Engineering Services</b>				<b>\$11,318.94</b>			
790-7931-429.33-25	06/03/2025	342863	Larkin Hoffman Attorneys	\$1,717.25	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	06/03/2025	342863	OHNSTAD TWICHELL PC	\$38,310.62	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
	07/03/2025	LT02250	Larkin Hoffman Attorneys	(\$1,717.25)	REV 12.31.24 AP 3.6.25 CK	V06201	MCCJPA - MN ROE
	07/03/2025	LT02250	OHNSTAD TWICHELL PC	(\$38,310.62)	REV 12.31.24 AP 3.6.25 CK	V06201	MCCJPA - MN ROE
	07/03/2025	LT14240	Larkin Hoffman Attorneys	\$1,717.25	12.31.24 AP-3.6.2025 CK	V06201	MCCJPA - MN ROE
	07/03/2025	LT14240	OHNSTAD TWICHELL PC	\$38,310.62	12.31.24 AP-3.6.2025 CK	V06201	MCCJPA - MN ROE
<b>Other Services / Legal Services</b>				<b>\$40,027.87</b>			
790-7931-429.54-10	06/03/2025	342863	The Hawley Herald	\$36.00	THE HAWLEY HEAROLD	V06201	MCCJPA - MN ROE
	07/03/2025	LT02250	The Hawley Herald	(\$36.00)	REV 12.31.24 AP 3.6.25 CK	V06201	MCCJPA - MN ROE
	07/03/2025	LT14240	The Hawley Herald	\$36.00	12.31.24 AP-3.6.2025 CK	V06201	MCCJPA - MN ROE
<b>Advertising / Legal Publications</b>				<b>\$36.00</b>			
790-7931-429.62-51	06/03/2025	342863	LAKE REGION ELECTRIC CO	\$54.54	LAKE REGION ELECTRIC	V02301	MN LAND PURCHASES
	06/03/2025	342863	RED RIVER VALLEY COOPE	\$274.30	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	07/03/2025	LT02250	LAKE REGION ELECTRIC CO	(\$54.54)	REV 12.31.24 AP 3.6.25 CK	V02301	MN LAND PURCHASES
	07/03/2025	LT02250	RED RIVER VALLEY COOPE	(\$274.30)	REV 12.31.24 AP 3.6.25 CK	V02301	MN LAND PURCHASES
	07/03/2025	LT14240	LAKE REGION ELECTRIC CO	\$54.54	12.31.24 AP-3.6.2025 CK	V02301	MN LAND PURCHASES
	07/03/2025	LT14240	RED RIVER VALLEY COOPE	\$274.30	12.31.24 AP-3.6.2025 CK	V02301	MN LAND PURCHASES
<b>Energy / Electricity</b>				<b>\$328.84</b>			
790-7931-429.71-31	06/03/2025	342863	5190 - HULNE/JOSEPH	\$35,301.00	THE TITLE CO	V02301	MN LAND PURCHASES
	07/03/2025	LT02250	5190 - HULNE/JOSEPH	(\$35,301.00)	REV 12.31.24 AP 3.6.25 CK	V02301	MN LAND PURCHASES
	07/03/2025	LT14240	5190 - HULNE/JOSEPH	\$35,301.00	12.31.24 AP-3.6.2025 CK	V02301	MN LAND PURCHASES
<b>Land / Easements</b>				<b>\$35,301.00</b>			



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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7940-429.33-06	13/02/2025	342409	BRAUN INTERTEC CORP	\$2,855.00	MATERIALS TESTING	V00407	TASK ORDER #5
	19/02/2025	LT02250	BRAUN INTERTEC CORP	(\$2,855.00)	REV 12.31.24 AP-2.13.25	V00407	TASK ORDER #5
	19/02/2025	LT14240	BRAUN INTERTEC CORP	\$2,855.00	12.31.24 AP-02.13.25 CK	V00407	TASK ORDER #5
<b>Other Services / Quality Testing</b>				<b>\$2,855.00</b>			
790-7950-429.33-05	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$2,747.24	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	27/02/2025	342818	MOORE ENGINEERING INC	\$3,404.00	REIMB MOORE ENGINEERING	V12201	SE CASS WRD MOU
	06/03/2025	342917	SRF Consulting Group	\$1,722.50	REIMB SRF CONSULTING	V12201	SE CASS WRD MOU
<b>Other Services / Engineering Services</b>				<b>\$7,873.74</b>			
790-7950-429.33-06	13/02/2025	342409	BRAUN INTERTEC CORP	\$6,375.00	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	13/02/2025	342409	BRAUN INTERTEC CORP	\$42,417.00	MATERIALS TESTING	V00406	TASK ORDER #4
	19/02/2025	LT02250	BRAUN INTERTEC CORP	(\$6,375.00)	REV 12.31.24 AP-2.13.25	V00405	ENVIRO. CONSULTING SERV
	19/02/2025	LT02250	BRAUN INTERTEC CORP	(\$42,417.00)	REV 12.31.24 AP-2.13.25	V00406	TASK ORDER #4
	19/02/2025	LT14240	BRAUN INTERTEC CORP	\$6,375.00	12.31.24 AP-02.13.25 CK	V00405	ENVIRO. CONSULTING SERV
	19/02/2025	LT14240	BRAUN INTERTEC CORP	\$42,417.00	12.31.24 AP-02.13.25 CK	V00406	TASK ORDER #4
<b>Other Services / Quality Testing</b>				<b>\$48,792.00</b>			
790-7950-429.33-25	06/03/2025	342917	OHNSTAD TWICHELL PC	\$3,078.50	REIMB OHNSTAD TWICHELL	V12201	SE CASS WRD MOU
<b>Other Services / Legal Services</b>				<b>\$3,078.50</b>			
790-7950-429.33-42	20/02/2025	342688	ARMY CORP OF ENGINEERS	\$990,600.00	SE3 UTILITY RELOCATION	V01102	LOCAL SHARE-CONSTRUCTION
<b>Other Services / Army Corp of Engineers</b>				<b>\$990,600.00</b>			
790-7950-429.41-05	06/02/2025	342280	Cass Rural Water	\$30.00	ACCT 18789 DIVERSION	V05006	DIVERSION INLET UTILITY
	19/02/2025	LT02250	Cass Rural Water	(\$30.00)	REV 12.31.24-AP 2.6.25 CK	V05006	DIVERSION INLET UTILITY
	19/02/2025	LT14240	Cass Rural Water	\$30.00	12.31.24 AP-2.6.25 CK	V05006	DIVERSION INLET UTILITY
<b>Utility Services / Water and Sewer</b>				<b>\$30.00</b>			
790-7950-429.73-70	06/03/2025	342911	Red River Communications	\$73,817.30	FIBER RELOCATION-DIVERSIO	V11701	FIBER RELOCATION
	07/03/2025	LT02250	Red River Communications	(\$73,817.30)	REV 12.31.24 AP 3.6.25 CK	V11701	FIBER RELOCATION
	07/03/2025	LT14240	Red River Communications	\$73,817.30	12.31.24 AP-3.6.2025 CK	V11701	FIBER RELOCATION
<b>Infrastructure / Utilities</b>				<b>\$73,817.30</b>			

**Summary Of Expenses**  
**EXP-2025-02**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7952-429.33-05	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$14,213.43	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$14,213.43</b>			
790-7990-429.33-05	13/02/2025	342479	HOUSTON-MOORE GROUP L	\$38,185.02	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	06/03/2025	342859	MOORE ENGINEERING INC	\$825.00	MOORE ENGINEERING	V01201	Cass Joint Water ROE
	06/03/2025	342859	MOORE ENGINEERING INC	\$825.00	MOORE ENGINEERING	V01201	Cass Joint Water OHB
<b>Other Services / Engineering Services</b>				<b>\$39,835.02</b>			
790-7990-429.33-25	06/03/2025	342904	OHNSTAD TWICHELL PC	\$30,951.10	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
	06/03/2025	342908	Polsinelli PC	\$41,436.50	TECHNICAL DISPUTE BOARD	V13101	TECH DISPUTE RES BOARD
<b>Other Services / Legal Services</b>				<b>\$72,387.60</b>			
790-7990-429.33-47	06/02/2025	342345	Program Advisor Services, LLC	\$11,200.00	PROGRAM CONSULTING SERV	V05801	CONSULTING SERVICES
	20/02/2025	342667	Program Advisor Services, LLC	\$50,264.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
	19/02/2025	LT02250	Program Advisor Services, LLC	(\$11,200.00)	REV 12.31.24-AP 2.6.25 CK	V05801	CONSULTING SERVICES
	19/02/2025	LT14240	Program Advisor Services, LLC	\$11,200.00	12.31.24 AP-2.6.25 CK	V05801	CONSULTING SERVICES
<b>Other Services / Consulting Services</b>				<b>\$61,464.00</b>			
790-7990-429.34-55	13/02/2025	342443	Ernst & Young	\$29,344.10	FINANCIAL ADVISORY SERV	V03301	PPP FINANCL ADVISORY SVCS
	19/02/2025	LT02250	Ernst & Young	(\$29,344.10)	REV 12.31.24 AP-2.13.25	V03301	PPP FINANCL ADVISORY SVCS
	19/02/2025	LT14240	Ernst & Young	\$29,344.10	12.31.24 AP-02.13.25 CK	V03301	PPP FINANCL ADVISORY SVCS
<b>Technical Services / Financial Advisor</b>				<b>\$29,344.10</b>			
790-7998-555.90-81	25/02/2025	EK02250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-FEB	VADMIN	Diversion Administration
<b>FMDA Admin. Budget Fund</b>				<b>\$0.00</b>			
<b>790 Subtotal</b>				<b>\$7,893,581.25</b>			

<b>Total Amount Invoiced this period:</b>	<b>\$8,005,823.78</b>	
	<b>\$0.00</b>	<b>Less Paid Retainage</b>
	<b>\$8,005,823.78</b>	<b>Total Less Paid Retainage</b>



Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
LAND PURCHASE	\$427,118,548.27	\$427,118,548.27	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$154,012,417.39	\$130,760,278.08	\$23,252,139.31	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,554,195.48	\$78,679,631.93	\$15,874,563.55	Engineering Services
INDUSTRIAL BUILDERS INC	\$66,584,765.76	\$65,872,498.76	\$712,267.00	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$54,174,400.00	\$54,174,400.00	\$0.00	Local Share
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$44,080,290.00	\$44,080,290.00	\$0.00	Debt Service
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
KEY CONTRACTING INC	\$32,448,820.60	\$32,448,820.60	\$0.00	Flood Protection Services
OHNSTAD TWICHELL PC	\$26,120,111.59	\$26,120,111.59	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$15,986,097.25	\$13,943,690.02	\$2,042,407.23	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$13,467,954.64	\$13,467,954.64	\$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	\$8,715,066.50	\$8,709,427.75	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$8,562,799.04	\$6,752,492.27	\$1,810,306.77	Engineering Services
RED RIVER VALLEY ALLIANCE LLC	\$8,344,313.86	\$8,344,313.86	\$0.00	P3 Developer payments
CASS RURAL WATER	\$7,148,895.75	\$7,099,870.21	\$49,025.54	Utilities and Utility Relocation
HOUSTON ENGINEERING INC	\$6,716,494.62	\$6,716,494.62	\$0.00	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,339,679.64	\$3,693,498.63	\$2,646,181.01	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
CASS COUNTY JOINT WATER RESOURCE DI	\$5,811,404.16	\$5,811,404.16	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CASS COUNTY GOVERNMENT	\$5,604,911.38	\$5,604,911.38	\$0.00	Gravel on County Rd 17 Bypass

Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
ERNST & YOUNG	\$5,377,000.00	\$5,046,714.40	\$330,285.60	P3 Financial Advisory Services
SCHMIDT AND SONS INC.	\$5,267,771.68	\$4,324,227.93	\$943,543.75	Residential Demolition in Oxbow
BRAUN INTERTEC CORP	\$5,053,757.56	\$2,850,068.21	\$2,203,689.35	Materials Testing
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
XCEL ENERGY-FARGO	\$3,943,609.99	\$1,757,091.83	\$2,186,518.16	Utility Relocation
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,557,364.40	\$316,544.26	Land Acquisition Services
CENTURYLINK COMMUNICATIONS	\$3,710,251.78	\$3,710,251.68	\$0.10	Utility Relocation
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
CASS COUNTY ELECTRIC COOPERATIVE	\$3,601,472.27	\$2,844,511.23	\$756,961.04	Electrical Services
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
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
PROGRAM ADVISOR SERVICES, LLC	\$2,977,982.87	\$2,517,527.90	\$460,454.97	Program Consulting Services
CROWN APPRAISALS	\$2,949,230.00	\$2,421,530.00	\$527,700.00	Flowage Easements Valuation and Appraisal Services
MAGELLAN PIPELINE	\$2,852,375.85	\$2,852,375.85	\$0.00	Utility Relocation
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	\$2,065,127.20	\$509,663.92	Engineering Services
AON RISK SERVICES CENTRAL INC	\$2,418,693.41	\$2,339,756.91	\$78,936.50	Risk Advisory Services P3 Pre-Award
MASTER CONSTRUCTION CO INC	\$2,417,372.64	\$2,417,372.64	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
EXCAVATING INC - FARGO	\$2,328,298.24	\$2,328,298.24	\$0.00	Excavation and Utilities
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
HOUGH INC	\$2,280,719.33	\$2,088,832.83	\$191,886.50	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
ACONEX (NORTH AMERICA) INC	\$2,194,655.43	\$1,885,635.99	\$309,019.44	Electronic Data Mgmt and Record Storage System
MINNKOTA POWER COOPERATIVE	\$2,155,405.68	\$1,423,465.67	\$731,940.01	Utility Relocation
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations

Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
AECOM	\$1,585,102.78	\$1,240,677.81	\$344,424.97	Cultural Resources Investigations
CASS COUNTY TREASURER	\$1,567,861.41	\$1,567,861.41	\$0.00	Property Taxes
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,493,586.09	\$46,451.00	Land Acquisition Services
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$681,080.00	\$651,760.00	Water Level Discharge Collection & Stage Gage Installation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
LARKIN HOFFMAN ATTORNEYS	\$1,153,807.36	\$1,153,807.36	\$0.00	Legal Services
CONSOLIDATED COMMUNICATIONS	\$1,086,778.57	\$1,086,778.57	\$0.00	Utility Relocation
CITY OF HORACE	\$1,079,925.15	\$1,079,925.15	\$0.00	Infrastructure Fund
BANK OF NORTH DAKOTA	\$1,032,329.29	\$1,032,329.29	\$0.00	Legal review fees
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
ANKURA CONSULTING GROUP LLC	\$942,056.06	\$942,056.06	\$0.00	Scheduling Services
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$890,924.41	\$890,924.41	\$0.00	Materials Testing
SBA COMMUNICATIONS	\$851,648.91	\$851,648.91	\$0.00	Utility Relocation
JT LAWN SERVICE LLC	\$851,620.10	\$393,242.00	\$458,378.10	Mowing and weed control
NEON LOON COMMUNICATIONS, LLC	\$834,884.00	\$485,916.80	\$348,967.20	Communications Support
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
COMPASS LAND CONSULTANTS, INC	\$804,820.00	\$643,189.43	\$161,630.57	Property Appraisal Services
UNITED STATES ENVIRONMENTAL PROTECTI	\$799,086.35	\$799,086.35	\$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
CLAY COUNTY AUDITOR	\$697,953.05	\$697,953.05	\$0.00	Property Taxes - MN
PATCHIN MESSNER VALUATION COUNSELOR	\$687,462.50	\$518,383.75	\$169,078.75	Property Appraisal Services
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services

Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
NORTHERN IMPROVEMENT COMPANY	\$682,385.59	\$682,385.59	\$0.00	CR-17 asphalt paving
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
LTP ENTERPRISES INC.	\$635,772.00	\$605,472.00	\$30,300.00	Test Holes and Test Well Drilling
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$606,145.00	\$0.00	Ag Risk Study Services
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	\$468,097.75	\$73,177.27	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)
RED RIVER VALLEY COOPERATIVE ASSOC	\$486,362.44	\$469,518.57	\$16,843.87	Electricity - Home Buyouts
BUFFALO-RED RIVER WATERSHED DISTRICT	\$480,180.56	\$480,180.56	\$0.00	Retention Projects - Engineering Services
WATTS AND ASSOCIATES, INC.	\$460,000.00	\$410,382.41	\$49,617.59	Crop insurance product development services
RICK ELECTRIC INC	\$455,200.00	\$455,200.00	\$0.00	Riverwood Flood Risk Project - Electrical
TINJUM APPRAISAL COMPANY, INC.	\$443,600.00	\$159,600.00	\$284,000.00	Property Appraisal Services
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
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
DAWSON INSURANCE AGENCY	\$362,065.41	\$362,065.41	\$0.00	Property Insurance - Home Buyouts
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
KLJ ENGINEERING, LLC	\$310,660.40	\$310,660.40	\$0.00	Lift Station Improvements
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe

Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
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
FUSION AUTOMATION INC.	\$269,698.82	\$269,698.82	\$0.00	Electrical
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$4,239.38	\$250,760.62	Financial Dispute Resolution Board
PLEASANT TOWNSHIP	\$249,674.79	\$249,674.79	\$0.00	Building Permit Application
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
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
GA GROUP, PC	\$228,229.32	\$212,229.32	\$16,000.00	Government Relations
APEX ENGINEERING GROUP INC	\$227,256.79	\$227,256.79	\$0.00	Engineering
WILLIAM D. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
AMERICAN ENTERPRISES, INC.	\$200,281.00	\$200,281.00	\$0.00	Construction/Demolition
CITY OF OXBOW MOU	\$200,000.00	\$200,000.00	\$0.00	Oxbow Park Relocation MOU Amendment
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
SERKLAND LAW FIRM	\$189,803.71	\$189,803.71	\$0.00	Legal services
HOLY CROSS TOWNSHIP	\$188,000.00	\$188,000.00	\$0.00	MOU payments
MAPLETON, CITY OF	\$179,605.00	\$97,082.13	\$82,522.87	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	\$73,817.30	\$87,125.90	Fiber Relocation
LANDVEST, INC.	\$160,000.00	\$0.00	\$160,000.00	Appraisal services

Data Through Date: 28 February 2025

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
EIDE BAILLY LLP	\$155,772.00	\$128,772.00	\$27,000.00	Audit Services
PFM PUBLIC FINANCIAL MANAGEMENT	\$146,460.00	\$146,460.00	\$0.00	Financial Advisor
S&P GLOBAL RATINGS	\$145,625.00	\$145,625.00	\$0.00	Ratings Evaluation Service
DAILY NEWS	\$143,075.16	\$143,075.16	\$0.00	Advertising Services
CHAPMAN AND CUTLER	\$140,000.00	\$140,000.00	\$0.00	Legal Services
QUANTUM SPATIAL, INC.	\$139,061.35	\$139,061.35	\$0.00	Digital Aerial Photography
MLGC	\$130,892.49	\$130,892.49	\$0.00	Utility Relocation
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
MARCO TECHNOLOGIES	\$125,554.72	\$116,308.12	\$9,246.60	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	\$80,966.26	\$37,663.74	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

153 Vendors

Report Totals:

\$1,249,360,243.72

\$1,190,008,922.71

\$59,351,321.01

## METRO FLOOD DIVERSION AUTHORITY

13 March 2025

Data Through Date: 28 February 2025

## Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
<b>BIOGEO</b>	<b>431</b>	<b>267</b>	<b>131</b>	<b>92%</b>	<b>33</b>	<b>\$1,673,857</b>
BIOGEO	300	266	1	89%	33	\$900,422
HC	131	1	130	100%	0	\$773,435
<b>CHANNEL</b>	<b>720</b>	<b>500</b>	<b>216</b>	<b>99%</b>	<b>4</b>	<b>\$99,122,854</b>
DA_MOB_HORACE	5	2	0	40%	3	\$0
ENV	1	0	0	0%	1	\$0
HC	266	50	216	100%	0	\$3,568,166
LAP01	114	114	0	100%	0	\$7,872,311
LAP02	96	96	0	100%	0	\$13,519,297
LAP03	81	81	0	100%	0	\$23,021,827
LEGACY	157	157	0	100%	0	\$51,141,254
<b>DOWNSTREAM</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>100%</b>	<b>0</b>	<b>\$0</b>
HC	7	0	7	100%	0	\$0
<b>Habitat Improvem</b>	<b>23</b>	<b>8</b>	<b>8</b>	<b>70%</b>	<b>7</b>	<b>\$2,000</b>
ENV	5	5	0	100%	0	\$0
Habitat_Shey	10	3	0	30%	7	\$2,000
HC	8	0	8	100%	0	\$0
<b>MOBILITY</b>	<b>123</b>	<b>0</b>	<b>1</b>	<b>1%</b>	<b>122</b>	<b>\$0</b>
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
<b>SEAILAND</b>	<b>535</b>	<b>473</b>	<b>52</b>	<b>98%</b>	<b>10</b>	<b>\$102,198,584</b>
DRAIN 27	44	44	0	100%	0	\$24,405,711
HC	60	8	52	100%	0	\$458,806
LEGACY	137	137	0	100%	0	\$23,885,323
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	\$4,276
SE-2A	11	11	0	100%	0	\$3,968,287
SE-2B	84	84	0	100%	0	\$13,278,000
SE-3	14	14	0	100%	0	\$1,078,007
SE-4	70	63	0	90%	7	\$10,716,370
SE-5	24	21	0	88%	3	\$973,621
SE-INLET	7	7	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$7,707,431
SE-WRCS	10	10	0	100%	0	\$438,958

Data Through Date: 28 February 2025

## Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
<b>Sheyenne Mitigatio</b>	<b>10</b>	<b>2</b>	<b>0</b>	<b>20%</b>	<b>8</b>	<b>\$3,000</b>
SheyMit	10	2	0	20%	8	\$3,000
<b>WP36</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>100%</b>	<b>0</b>	<b>\$2,750</b>
WRDAM	2	2	0	100%	0	\$2,750
<b>WP38</b>	<b>1,050</b>	<b>400</b>	<b>376</b>	<b>74%</b>	<b>274</b>	<b>\$128,444,297</b>
HC	380	4	376	100%	0	\$1,283,123
LEGACY	5	5	0	100%	0	\$457,563
UMA	579	390	0	67%	189	\$126,686,458
UMA-C	59	0	0	0%	59	\$0
UMA-W	14	1	0	7%	13	\$17,153
UMA-W2	13	0	0	0%	13	\$0
<b>WP40</b>	<b>18</b>	<b>8</b>	<b>10</b>	<b>100%</b>	<b>0</b>	<b>\$48,923</b>
DRAYTON	7	7	0	100%	0	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
<b>WP42</b>	<b>66</b>	<b>49</b>	<b>4</b>	<b>80%</b>	<b>13</b>	<b>\$37,850,061</b>
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
<b>WP43</b>	<b>267</b>	<b>121</b>	<b>146</b>	<b>100%</b>	<b>0</b>	<b>\$80,370,769</b>
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
<b>Totals</b>	<b>3,252</b>	<b>1,830</b>	<b>951</b>	<b>86%</b>	<b>471</b>	<b>\$449,717,095</b>



**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of February 28, 2025**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Commercial Relocations - Fargo</b>		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
<b>Home Buyouts - Fargo</b>		3,044,054.89	-	521,417.80	-	3,565,472.69
<b>Home Buyouts - Moorhead</b>		495,809.91	-	84,060.80	(8,440.00)	571,430.71
<b>Home Buyouts - Oxbow</b>		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
<b>Home Buyouts - Hickson</b>		1,031,674.37	-	120,422.18	-	1,152,096.55
<b>Home Buyouts - Horace</b>		7,604,598.67	-	595,320.88	-	8,199,919.55
<b>Home Buyouts - Argusville</b>		215,030.91	-	6,912.57	-	221,943.48
<b>Easements - Fargo</b>		504,716.00	-	-	-	504,716.00
<b>Easements - Hickson</b>		500.00	-	-	-	500.00
<b>Easements - Oxbow</b>		55,500.00	-	-	-	55,500.00
<b>Easements - Diversion Inlet Control Structure</b>		4,302,787.22	-	-	-	4,302,787.22
<b>Easements - Piezometer</b>		259,765.00	-	-	-	259,765.00
<b>Easements - Minesota</b>		1,542,370.79	-	-	-	1,542,370.79
<b>Farmland Purchases</b>		323,867,745.01	-	5,109,571.44	(19,477,605.61)	181,712,774.72

**FM Metropolitan Area Flood Risk Management Project  
Lands Expense - Life To Date  
As of February 28, 2025**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Land Purchases</b>		188,611,427.42	-	2,563,701.41	(9,489,354.11)	181,712,774.72
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	1,654,155.00				
Lots 3 and 4, Block 1, Klitzke Brothers, Section 7, Township 137 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota	8/29/2024	783,275.00			(4,856.62)	
A tract of land located in the Northeast Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian situated in the County of Cass and the State of North Dakota	8/29/2024	869,241.87				
Lot 1, Block 1, of Callies Run Subdivision being a plat of part of the E1/2 of the SE1/4 of Section 1, Township 137 North, Range 49 West, Fifth Principal Meridian, Cass County, North Dakota	10/3/2024	577,359.22				
Lot 4, Block 1, Campbell Estates Subdivision	10/3/2024	637,019.93				
That part of the South Half of the South Half of the Northeast Quarter of Section 20, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota	10/3/2024	2,299.00				
Replat of Auditor's Lot One (1) of the North Half of the Southeast Quarter (NYSE) of Section Seventeen (17), Township One Hundred Thirty-seven (137), Range Forty-nine (49), Cass County, North Dakota,	11/27/2024	795,754.02				
That part of Government Lots 2 & 3 of Section 20, Township 136 North, Range 48 West of the 5th Principal Meridian, Wilkin County, Minnesota, being further described as follows: Beginning at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 20; From said Point of Beginning, the easterly, southerly and westerly boundaries	12/20/2024	536,725.70				
W1/2 of W1/2 of Section 22-137-49, Pleasant Township, Cass County, North Dakota	12/26/2024	1,500.00				
That part of the Northwest Quarter of Section 16, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	1/30/2025	718,704.29				
That part of the NE 1/4 of Section 5 in Township 137 North of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	1/30/2025	431,999.39				
		<b>388,702,724.44</b>	-	<b>39,880,699.23</b>	<b>(19,855,313.48)</b>	<b>408,728,110.19</b>
				<b>Property Management Expense</b>		8,365,814.94
				<b>Grand Total</b>	<b>\$</b>	<b>417,093,925.13</b>

**FM Metropolitan Area Flood Risk Management Project  
In-Town Levee Work  
as of February 28, 2025**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
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	\$ 36,578,705.00	\$ 36,578,705.00
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
			<b>\$ 187,666,857.72</b>	<b>\$ 186,449,418.21</b>

Legacy Bond Fund Balance Report  
As of 02/28/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 68,109,800.35

Funds Requested						
	2021	2022	2023	2024	2025	Total
January	\$ -	\$ 2,942,906.60	\$ 9,981,188.76	\$ 6,088,699.53	\$ 7,591,501.71	\$ 26,604,296.60
February	\$ -	\$ 4,564,036.17	\$ 8,921,227.42	\$ 9,838,208.63	\$ 5,372,470.13	\$ 28,695,942.35
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	\$ 21,445,843.31		\$ 28,084,351.69
August	\$ 5,059,974.19	\$ 13,491,974.29	\$ 13,633,750.92	\$ 8,503,630.42		\$ 40,689,329.82
September	\$ 2,970,327.95	\$ 8,406,666.33	\$ 965,586.18	\$ 6,578,118.55		\$ 18,920,699.01
October	\$ 6,089,707.34	\$ 4,618,116.80	\$ 23,248,333.49	\$ 9,048,118.93		\$ 43,004,276.56
November	\$ 6,415,461.09	\$ 11,768,061.46	\$ 8,921,783.21	\$ 13,053,267.13		\$ 40,158,572.89
December	\$ 6,854,966.95	\$ 17,496,559.97	\$ 11,695,525.26	\$ 11,769,604.90		\$ 47,816,657.08
<b>Total</b>	<b>\$ 27,390,437.51</b>	<b>\$ 78,601,722.88</b>	<b>\$ 129,134,268.06</b>	<b>\$ 124,878,327.05</b>	<b>\$ 12,963,971.84</b>	<b>\$ 372,968,727.34</b>

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	
Aug 2024				\$ 20,891,430.30	\$ 20,891,430.30	
Sep 2024				\$ 10,260,000.00	\$ 10,260,000.00	
Oct 2024				\$ 10,798,822.98	\$ 10,798,822.98	
Dec 2024				\$ 9,048,118.93	\$ 9,048,118.93	
Dec 2024				\$ 13,053,267.13	\$ 13,053,267.13	
Jan 2025				\$ 11,769,604.90	\$ 11,769,604.90	
Mar 2025				\$ 7,385,444.15	\$ 7,385,444.15	
					\$ -	
<b>Total</b>	<b>\$ 27,390,437.51</b>	<b>\$ 49,337,101.45</b>	<b>\$ 114,533,247.53</b>	<b>\$ 156,974,364.11</b>	<b>\$ 19,155,049.05</b>	<b>\$ 367,390,199.65</b>

State Revolving Fund (SRF) Status Report  
As of 02/28/2025

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	25,747,588.23
Available Balance Remaining	\$	25,886,411.77

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
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	26-Aug-24
10	1-July 2024 through 31-July 2024	\$ 187,381.78	26-Sep-24
11	1-July 2024 through 31-July 2024	\$ 1,935,077.29	26-Sep-24
12	1-July 2024 through 31-July 2024	\$ 6,413,118.48	20-Dec-24
13	1-Nov 2024 through 31-Dec 2024	\$ 2,388,583.96	25-Feb-25
		\$ 28,136,172.19	

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
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	26-Aug-24
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	25-Sep-24
10	1-July 2024 through 31-July 2024	\$ 187,381.78	14-Oct-24
11	1-July 2024 through 31-July 2024	\$ 1,935,077.29	07-Nov-24
12	1-July 2024 through 31-July 2024	\$ 6,413,118.48	21-Jan-25
13			
Total		\$ 25,747,588.23	

## Finance Committee Bills from March 2025

Vendor	Description		
City of Fargo	Reimburse complementary in-town flood projects	\$	947,590.20
Ohnstad Twichell, P.C.	Legal services rendered through February 21, 2025	\$	148,799.98
City of Fargo	2024 lift station operation/maintenance costs	\$	91,099.10
Dorsey & Whitney	Legal services rendered through February 28, 2025	\$	81,291.24
Ankura Consulting	Consultant services rendered through January 31, 2025	\$	31,010.00
Clay County	Diversion bills – Request #51 MCCJPA	\$	24,962.69
Cass County	Reimburse misc expenses from Diversion Authority office	\$	5,476.47
Rush River Water Resource District	Reimburse legal and engineering costs related to MOU	\$	4,159.79
Dorsey & Whitney	Legal services rendered through February 28, 2025	\$	3,748.50
City of Christine	Reimburse legal costs related to MOU	\$	2,670.00
City of Christine	Reimburse legal costs related to MOU	\$	2,170.00
Southeast Cass Water Resource District	Reimburse engineering costs related to MOU	\$	1,590.00
Total Bills Received through March 19, 2025		\$	<u>1,344,567.97</u>



**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
E-Mail: [Finance@FargoND.gov](mailto:Finance@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

March 17, 2025

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 #42 for reimbursement invoices paid totaling \$947,590.20. These costs are for work on complementary in-town flood protection projects for costs paid in February 2025 for work completed in 2024.

**Project Narrative, this request:**

Project Number	Project Description	Amount
NR19B	Storm Lift Rehab - #24	61,639.20
NR23A	Storm Lift Rehab - #47 & 48	885,951.00
	<b>Total Expense for Period</b>	<b>\$947,590.20</b>

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

Sincerely,

Wyatt Papenfuss  
Finance Manager, City of Fargo

City of Fargo, North Dakota

mentary In-Town Flood Protection Costs

Period 14, 2024

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
NR19B1	STORM LIFT RHAB #24	46035305107358	PKG PAY APP #55 DA SHARE	61,639.20	CC14240010	CC14240010	03/06/2025	City of Fargo	14	2024	1
460-3530-510.73-58 - Total				61,639.20							
<b>NR19B1 - Total</b>				<b>61,639.20</b>							
NR23A2	STRM LFT RHAB DR 27 /38 S	46000002062000	Retainage and Retainage R	-46,629.00	342771	NR23A2 #10 018	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-0000-206.20-00 - Total				-46,629.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107320	Change Order 3	300.00	342771	NR23A2 #10 007	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107320	Change Order 4	20,800.00	342771	NR23A2 #10 008	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-20 - Total				21,100.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107352	Flood Mitigation	12,760.00	342771	NR23A2 #10 009	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-52 - Total				12,760.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107358	Lift Station #48	48,500.00	342771	NR23A2 #10 001	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107358	Storm Sewer	139,025.00	342771	NR23A2 #10 002	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-58 - Total				187,525.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107359	Change Order 3	1,800.00	342771	NR23A2 #10 006	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107359	Flood Mitigation	24,801.00	342771	NR23A2 #10 012	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107359	Paving	464,532.50	342771	NR23A2 #10 013	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-59 - Total				491,133.50							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107361	Miscellaneous	11,000.00	342771	NR23A2 #10 011	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-61 - Total				11,000.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107362	Water Main	-6,500.00	342771	NR23A2 #10 015	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-62 - Total				-6,500.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107363	Sanitary Sewer	7,200.00	342771	NR23A2 #10 014	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-63 - Total				7,200.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107366	Change Order 3	460.00	342771	NR23A2 #10 003	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107366	Flood Mitigation	113,640.00	342771	NR23A2 #10 004	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107366	Miscellaneous	39,581.00	342771	NR23A2 #10 005	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-66 - Total				153,681.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107368	Paving	4,440.00	342771	NR23A2 #10 010	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-68 - Total				4,440.00							
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107369	Change Order 3	6,940.00	342771	NR23A2 #10 016	02/27/2025	KEY CONTRACTING INC	14	2024	2
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107369	Miscellaneous	43,300.50	342771	NR23A2 #10 017	02/27/2025	KEY CONTRACTING INC	14	2024	2
460-3530-510.73-69 - Total				50,240.50							
<b>NR23A2 - Total</b>				<b>885,951.00</b>							
<b>Overall - Total</b>				<b>947,590.20</b>							

Mar 11, 2025

10:08:08 AM



**OHNSTAD TWICHELL, P.C.****Attorneys at Law**

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

15-1395 (JTS) Invoice # 201700

Flood Diversion Board  
Bond Counsel Work - PPP

Date: March 13, 2025

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

<b>PROFESSIONAL SERVICES RENDERED</b>			
	<b>Hours</b>	<b>Rate</b>	<b>Totals</b>
JTS	204.3	\$416.00	\$84,988.80
LDA	6.3	\$410.00	\$2,583.00
KJS	35.7	\$410.00	\$14,637.00
DCP	1.0	\$410.00	\$410.00
JRS	1.3	\$385.00	\$500.50
ABG	14.9	\$375.00	\$5,587.50
KJM	12.5	\$385.00	\$4,812.50
TJF	7.2	\$300.00	\$2,160.00
CRM	5.7	\$270.00	\$1,539.00
RAK	7.8	\$270.00	\$2,106.00
AJR	25.1	\$270.00	\$6,777.00
CRR	43.2	\$235.00	\$10,152.00
TWS	0.3	\$235.00	\$70.50
<b>Total Fees:</b>	<b>365.3</b>		<b>\$136,323.80</b>
NDRIN			\$34.00
Prof Service Fee Gwendolyn			\$10,875.00
Travel/Mileage			\$1,557.92
Meals			\$9.26
<b>Total Expenses:</b>			<b>\$12,476.18</b>
<b>Grand Total</b>			<b>\$148,799.98</b>

	<b>Rates</b>
JTS John T. Shockley, Partner, Supervising Attorney	\$416.00
CMM Christopher M. McShane, Partner	\$410.00
ADC Andrew D. Cook, Partner	\$410.00
SNW Sarah M. Wear, Partner	\$410.00
LDA Lukas D. Andrud, Partner	\$410.00
KJS Katie J. Schmidt, Partner	\$410.00
MWM Marshall W. McCullough, Partner	\$410.00
TJL Tyler J. Leverington, Partner	\$410.00
LWC Lukas W. Croaker, Partner	\$410.00
BTB Brent T. Boeddeker, Partner	\$410.00
DCP David C. Piper, Partner	\$410.00
JRS J.R. Strom, Partner	\$410.00
ABG Alexander B. Gruchala, Associate	\$375.00
KJM Kathryn J. McNamara, Associate	\$385.00
SJH Stephen J. Hilfer, Associate	\$340.00
TJF Tiffany J. Findlay, Associate	\$300.00
MAN Morgan A. Nyquist, Associate	\$300.00
BMK Brittney M. Kelley, Associate	\$350.00
CRM Cassandra R. Molivigny, Associate	\$270.00
RAK Roman A. Knudsvig, Associate	\$270.00
CAS Carol A. Stillwell, Paralegal	\$270.00
AJR Andrea J. Roman, Paralegal	\$270.00
CRR Christie R. Rust, Paralegal	\$235.00
TWS Tim W. Steuber, Paralegal	\$235.00
MRH Meghan R. Hockert, Paralegal	\$235.00
DLR Dena L. Ranum, Paralegal	\$190.00
ATW Amy T. White, Paralegal	\$220.00
LDS Lynne D. Spaeth, Paralegal	\$235.00
PCD Philip C. Dowdell, Legal Project Coordinator	\$200.00

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

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

**PROFESSIONAL SERVICES RENDERED**

15-1395 JTS Invoice # 201700 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$31,209.40
151395-4	Public Finance Issues	\$582.40
151395-5	Consultant Contract Review/Development	\$6,715.60
151395-7	Coordination with Member Entities	\$408.00
151395-9	Environmental Permitting Issues/NEPA	\$135.00
151395-12	USACE Interface/Questions	\$790.40
151395-13	Third Party Utility MOU's	\$37,732.00
151395-17	EPA WIFIA Loan	\$330.60
151395-23	PRAM	\$498.00
151395-24	P3 Implementation	\$48,173.20
151395-26	Appraisal Review	\$3,510.00
151395-27	UMA/Utility Review	\$492.00
151395-30	Dispute Review Board Matters	\$5,747.20
<b>TOTAL</b>		<b>\$136,323.80</b>



**FINANCE OFFICE**  
 225 4<sup>th</sup> Street North  
 Fargo, ND 58102  
 Phone: (701) 241-1333  
 E-Mail: [Finance@FargoND.gov](mailto:Finance@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

February 20, 2025

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$91,099.10. These costs are for the 2024 operation and maintenance of various project elements detailed below:

Project Element	Address	Amount
Lift Station #18	304 4th St S	\$ 34,932.30
Lift Station #18 Generator	304 4th St S	2,763.28
Lift Station #23	200 2nd St N	20,688.15
Lift Station #23 Generator	225 4th St N	2,057.43
Lift Station #1	1 2nd St S	5,740.47
Lift Station #26	97 Woodland Dr	3,119.36
Lift Station #29	875 Oak St N	4,302.36
Lift Station #29 Generator	875 Oak St N	198.00
Lift Station #75	200 15th Ave N	1,116.42
Oxbow Lift Station	5070 County Road 81	12,150.91
Oxbow Lift Station Generator	5070 County Road 81	921.48
	802 26th Ave S Unit LS	3,108.93
<b>Total Reimbursement Request</b>		<b>\$ 91,099.10</b>

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

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

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

Sincerely,

Wyatt Papenfuss  
 Finance Manager, City of Fargo

**2024 Maintenance Costs**  
**City of Fargo Storm Lift Stations #1, #18, #23, #26, #29 & #75**  
**COF Expense to be Reimbursed by DA**

**Electrical Expense:**

Location	Account Number	Statement Date	Service Dates	COF Check Number	COF Paid Date	Amount
200 2nd St N	51-4341057-3	2/1/2024	11/30/2023-1/2/2024	333847	2/7/2024	892.73
200 2nd St N	51-4341057-3	4/5/2024	1/2/2024-3/4/2024	335161	4/10/2024	2,073.55
200 2nd St N	51-4341057-3	4/18/2024	3/4/2024-4/2/2024	335462	4/23/2024	764.80
200 2nd St N	51-4341057-3	6/4/2024	4/2/2024-6/2/2024	337461	7/18/2024	806.48
200 2nd St N	51-4341057-3	7/2/2024	6/2/2024-7/1/2024	337274	7/11/2024	600.88
200 2nd St N	51-4341057-3	8/21/2024	7/1/2024-7/31/2024	338430	8/29/2024	432.68
200 2nd St N	51-4341057-3	9/11/2024	7/31/2024-8/29/2024	338948	9/19/2024	372.77
200 2nd St N	51-4341057-3	10/2/2024	8/29/2024-9/30/2024	339473	10/10/2024	349.97
200 2nd St N	51-4341057-3	11/1/2024	9/30/2024-10/29/2024	340151	11/7/2024	245.75
200 2nd St N	51-4341057-3	12/2/2024	10/29/2024-12/1/2024	340862	12/5/2024	630.71
200 2nd St N	51-4341057-3	1/21/2025	12/1/2024-01/01/2025	342263	1/30/2025	1,080.39
						<b>8,250.71</b>
304 4th St S	51-4341057-3	2/1/2024	12/17/2023-1/18/2024	333847	2/7/2024	2,683.22
304 4th St S	51-4341057-3	4/5/2024	1/18/2024-3/19/2024	335161	4/10/2024	4,553.36
304 4th St S	51-4341057-3	4/29/2024	3/19/2024-4/17/2024	335645	4/30/2024	1,929.22
304 4th St S	51-4341057-3	6/4/2024	4/17/2024-5/16/2024	337461	7/18/2024	1,223.98
304 4th St S	51-4341057-3	6/20/2024	5/16/2024 -6/17/2024	336957	6/26/2024	1,166.52
304 4th St S	51-4341057-3	8/21/2024	6/18/2024 - 7/17/2024	338430	8/29/2024	3,377.20
304 4th St S	51-4341057-3	8/27/2024	7/17/2024 - 8/1/2024	338948		(1,279.01)
304 4th St S	51-4341057-3	9/11/2024	8/1/2024-8/14/2024	338948	9/19/2024	344.34
304 4th St S	51-4341057-3	10/2/2024	8/14/2024 - 9/15/2024	339473	10/10/2024	782.81
304 4th St S	51-4341057-3	11/1/2024	9/15/2024-10/14/2024	340151	11/7/2024	618.43
304 4th St S	51-4341057-3	12/2/2024	10/14/2024-11/12/2024	340862	12/5/2024	925.58
304 4th St S	51-4341057-3	1/21/2025	11/12/2024-01/15/2025	342263	1/30/2025	3,058.02
						<b>19,383.67</b>
1 2nd St S	51-4341057-3	2/1/2024	12/17/2024-1/18/2024	333847	2/7/2024	235.30
1 2nd St S	51-4341057-3	4/5/2024	1/18/2024-3/19/2024	335161	4/10/2024	432.83
1 2nd St S	51-4341057-3	4/29/2024	3/19/2024-4/17/2024	335645	4/30/2024	193.00
1 2nd St S	51-4341057-3	6/4/2024	4/17/2024-5/16/2024	337461	7/18/2024	158.00
1 2nd St S	51-4341057-3	6/20/2024	5/16/2024 -6/17/2024	336957	6/26/2024	216.67
1 2nd St S	51-4341057-3	8/21/2024	6/17/2024 -8/15/2024	338430	8/29/2024	377.29
1 2nd St S	51-4341057-3	10/2/2024	8/15/2024 - 9/16/2024	339473	10/10/2024	189.35
1 2nd St S	51-4341057-3	11/1/2024	9/16/2024-10/15/2024	340151	11/7/2024	193.03
1 2nd St S	51-4341057-3	12/2/2024	10/15/2024-11/13/2024	340862	12/5/2024	209.76
1 2nd St S	51-4341057-3	1/21/2025	11/13/2024-12/16/2024	342263	1/30/2025	520.36
						<b>2,725.59</b>
97 Woodland Dr	51-4341057-3	2/1/2024	12/5/2023-1/7/2024	333847	2/7/2024	161.09
97 Woodland Dr	51-4341057-3	4/5/2024	1/7/2024-3/7/2024	335161	4/10/2024	170.40
97 Woodland Dr	51-4341057-3	4/18/2024	3/7/2024-4/7/2024	335462	4/23/2024	84.92
97 Woodland Dr	51-4341057-3	6/4/2024	4/7/2024-5/6/2024	337461	7/18/2024	67.76
97 Woodland Dr	51-4341057-3	6/20/2024	5/6/2024 - 7/5/2024	336957	6/26/2024	528.47
97 Woodland Dr	51-4341057-3	8/21/2024	7/5/2024 - 8/5/2024	338430	8/29/2024	222.55
97 Woodland Dr	51-4341057-3	9/11/2024	8/5/2024-9/4/2024	338948	9/19/2024	70.77
97 Woodland Dr	51-4341057-3	11/1/2024	9/4/2024-10/3/2024	340151	11/7/2024	74.68
97 Woodland Dr	51-4341057-3	12/2/2024	10/3/2024-11/2/2024	340862	12/5/2024	67.45
97 Woodland Dr	51-4341057-3	1/21/2025	11/2/2024-1/6/2025	342263	1/30/2025	171.33
						<b>1,619.42</b>
875 Oak St N	51-4341057-3	2/28/2024	1/1/2024-1/31/2024	334439	3/6/2024	250.11
875 Oak St N	51-4341057-3	4/5/2024	1/31/2024-3/3/2024	335161	4/10/2024	263.60
875 Oak St N	51-4341057-3	4/18/2024	3/3/2024-4/1/2024	335462	4/23/2024	246.01
875 Oak St N	51-4341057-3	6/4/2024	4/1/2024-5/30/2024	337461	7/18/2024	500.28
875 Oak St N	51-4341057-3	7/2/2024	5/30/2024-6/30/2024	337274	7/11/2024	424.22
875 Oak St N	51-4341057-3	8/21/2024	6/30/2024-7/30/2024	338430	8/29/2024	139.19
875 Oak St N	51-4341057-3	9/11/2024	7/30/2024-8/28/2024	338948	9/19/2024	164.09
875 Oak St N	51-4341057-3	10/3/2024	8/28/2024-9/29/2024	339473	10/10/2024	167.15
875 Oak St N	51-4341057-3	11/1/2024	9/29/2024-10/28/2024	340151	11/7/2024	160.46
875 Oak St N	51-4341057-3	12/2/2024	10/28/2024-11/26/2024	340862	12/5/2024	212.52
875 Oak St N	51-4341057-3	1/21/2025	11/26/2024-12/30/2024	342263	1/30/2025	293.64
						<b>2,821.27</b>
200 15th Ave N	51-4341057-3	2/1/2024	12/4/2023-1/4/2024	333847	2/7/2024	68.27
200 15th Ave N	51-4341057-3	4/5/2024	1/4/2024-3/6/2024	335161	4/10/2024	136.06
200 15th Ave N	51-4341057-3	4/18/2024	3/6/2024-4/4/2024	335462	4/23/2024	66.18
200 15th Ave N	51-4341057-3	6/4/2024	4/4/2024-5/5/2024	337461	7/18/2024	64.66
200 15th Ave N	51-4341057-3	6/20/2024	5/5/2024 - 7/5/2024	336957	6/26/2024	47.04
200 15th Ave N	51-4341057-3	8/21/2024	7/5/2024 - 8/4/2024	338430	8/29/2024	62.68
200 15th Ave N	51-4341057-3	9/11/2024	8/4/2024 - 9/3/2024	338948	9/19/2024	31.76
200 15th Ave N	51-4341057-3	11/1/2024	9/3/2024-10/2/2024	340151	11/7/2024	31.70
200 15th Ave N	51-4341057-3	12/2/2024	10/2/2024-10/31/2024	340862	12/5/2024	37.28
200 15th Ave N	51-4341057-3	1/21/2025	10/31/2024-01/05/2025	342263	1/30/2025	85.11
						<b>630.74</b>

**Electrical Expense:**

Location	Account Number	Statement Date	Service Dates	COF Check Number	COF Paid Date	Amount
802 26th Ave S Unit	51-4341057-3	2/1/2024	12/12/2023-1/15/2024	333847	2/7/2024	143.90
802 26th Ave S Unit	51-4341057-3	4/5/2024	1/15/2024-3/14/2024	335161	4/10/2024	261.97
802 26th Ave S Unit	51-4341057-3	4/17/2024	3/14/2024-4/14/2024	335462	4/23/2024	179.32
802 26th Ave S Unit	51-4341057-3	6/4/2024	4/14/2024-5/13/2024	337461	7/18/2024	324.91
802 26th Ave S Unit	51-4341057-3	6/20/2024	5/13/2024-7/11/2024	336957	6/26/2024	1,410.30
802 26th Ave S Unit	51-4341057-3	8/21/2024	7/11/2024 - 8/12/2024	338430	8/29/2024	195.67
802 26th Ave S Unit	51-4341057-3	10/2/2024	8/12/2024 - 9/11/2024	339473	10/10/2024	98.96
802 26th Ave S Unit	51-4341057-3	10/25/2024	9/11/2024 - 10/10/2024	39945	10/31/2024	94.04
802 26th Ave S Unit	51-4341057-3	12/2/2024	10/10/2024-11/10/2024	340862	12/5/2024	105.77
802 26th Ave S Unit	51-4341057-3	1/21/2025	11/10/2024-01/13/2025	342263	1/30/2025	294.09
						<b>3,108.93</b>
Oxbow Pumping Station	Cass County Electric - 219998	2/9/2024	12/31/2023-1/31/2024	333885	2/15/2024	1,025.00
Oxbow Pumping Station	Cass County Electric - 219998	3/11/2024	1/31/2024-2/29/2024	334485	3/14/2024	899.00
Oxbow Pumping Station	Cass County Electric - 219998	4/10/2024	2/29/2024-3/31/2024	335466	4/26/2024	935.00
Oxbow Pumping Station	Cass County Electric - 219998	5/10/2024	3/31/2024 - 4/30/2024	335895	5/14/2024	862.00
Oxbow Pumping Station	Cass County Electric - 219998	6/10/2024	4/30/2024-4 - 5/31/2024	336493	6/11/2024	796.00
Oxbow Pumping Station	Cass County Electric - 219998	7/10/2024	5/31/2024 - 6/30/2024	337320	7/12/2024	784.00
Oxbow Pumping Station	Cass County Electric - 219998	8/9/2024	6/30/2024 - 7/31/2024	338005	8/15/2024	744.00
Oxbow Pumping Station	Cass County Electric - 219998	9/10/2024	7/31/2024 - 8/31/2024	338574	9/12/2024	734.00
Oxbow Pumping Station	Cass County Electric - 219998	10/10/2024	8/31/2024 - 9/30/2024	339498	10/17/2024	732.00
Oxbow Pumping Station	Cass County Electric - 219998	11/8/2024	9/30/2024 - 10/31/2024	340174	11/14/2024	800.00
Oxbow Pumping Station	Cass County Electric - 219998	12/10/2024	10/31/2024 - 11/30/2024	341152	12/19/2024	859.00
Oxbow Pumping Station	Cass County Electric - 219998	1/10/2025	12/1/2024-12/31/2024	341775	1/16/2025	946.00
						<b>10,116.00</b>
<b>Total Electric Expense</b>						<b>48,656.33</b>

**Insurance Expense:**

Location	Insurance Type	COF Check Number	COF Paid Date	Total Costs	DA Share	Amount
200 2nd St N - Pump Station	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	4,695.00	100%	4,695.00
225 4th St N - Generator	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	339.00	35%	118.65
304 4th St S - Pump Station	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	3,345.00	100%	3,345.00
304 4th St S - Generator	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	514.00	60%	308.40
97 Woodland Dr - Pump Station	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	192.00	100%	192.00
875 Oak St N - Pump Station	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	61.00	100%	61.00
200 15th Ave N - Pump Station	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	93.00	100%	93.00
Oxbow Lift -5070 County Rd 81	SFT - 7/1/2024 - 6/30/2025	336807	6/27/2024	1,419.00	100%	1,419.00
200 2nd St N - Pump Station	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	1,234.00	100%	1,234.00
225 4th St N - Generator	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	93.00	35%	32.55
304 4th St S - Pump Station	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	879.00	100%	879.00
304 4th St S - Generator	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	135.00	60%	81.00
97 Woodland Dr - Pump Station	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	55.00	100%	55.00
875 Oak St N - Pump Station	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	18.00	100%	18.00
200 15th Ave N - Pump Station	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	26.00	100%	26.00
Oxbow Lift -5070 County Rd 81	Boiler - 1/1/24-1/1/2025	334733	3/18/2024	388.00	100%	388.00
<b>Total Insurance Expense</b>						<b>12,945.60</b>

**Yearly Cleaning and Inspection:**

Location	LS Operation Check	Yearly Inspections/ Merger Test	Diesel Fuel WO	Repairs/ Fiber Install	Total Costs	DA Share	Amount
200 2nd St N - Pump Station	1,493.52	4,894.12	-	120.80	6,508.44	100%	6,508.44
225 4th St N - Generator	-	5,446.38	-	-	5,446.38	35%	1,906.23
304 4th St S - Pump Station	1,393.52	9,931.11	-	-	11,324.63	100%	11,324.63
304 4th St S - Generator	-	660.00	-	3,296.47	3,956.47	60%	2,373.88
1 2nd St S - Pump Station	54.92	2,227.46	-	732.50	3,014.88	100%	3,014.88
97 Woodland Dr - Pump Station	925.10	327.84	-	-	1,252.94	100%	1,252.94
875 Oak St N - Pump Station	925.10	236.99	-	240.00	1,402.09	100%	1,402.09
875 Oak St N - Generator	-	330.00	-	-	330.00	60%	198.00
200 15th Ave N - Pump Station	129.81	213.69	-	23.18	366.68	100%	366.68
Oxbow Lift -5070 County Rd 81	54.92	172.99	-	-	227.91	100%	227.91
Oxbow Lift -5070 County Rd 81 - Generator	-	330.00	-	1,205.80	1,535.80	60%	921.48
					<b>3,483.37</b>		
					<b>19,876.46</b>		
					<b>-</b>		
					<b>5,497.95</b>		
					<b>28,857.78</b>		
<b>Total Cleaning &amp; Inspection Expense</b>							<b>29,497.17</b>

**Total Expense for Period** **91,099.10**

460-3530-510.43-92  
FLDLFT

Fund 460 12.31.24 AR 61,885.50  
Fund 101 12.31.24 AR 24,097.57  
Fund 460 2024 Revenue 5,116.03  
91,099.10



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

March 17, 2025  
Invoice Number 4060845

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

**For Legal Services Rendered Through February 28, 2025**

**INVOICE TOTAL**

Total For Current Legal Fees	\$81,057.00
Total For Current Disbursement and Service Charges	\$234.24
<b>Total Due This Invoice</b>	<b>\$81,291.24</b>

**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](mailto: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](mailto: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](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



Metro Flood Diversion Authority  
 Client-Matter No.: 491379-00004  
 Invoice Number: 4060845

March 17, 2025  
 Page 12

<b>Total For Legal Fees</b>	<b>\$81,057.00</b>
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**Disbursements and Service Charges**

Nuix Discover Data Hosting	234.24
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<b>Total for Disbursements and Service Charges</b>	<b>\$234.24</b>
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<b>Total This Invoice</b>	<b>\$81,291.24</b>
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**Timekeeper Summary**

Name	Hours	Billed Rate	Amount
Burkhart, Rachel	9.00	640.00	5,760.00
Keane, Bryan	36.50	810.00	29,565.00
Knoll, Jocelyn	34.50	860.00	29,670.00
Racine, David	18.10	580.00	10,498.00
Webster, Nathan	10.70	520.00	5,564.00
<b>Total all Timekeepers</b>	<b>108.80</b>		<b>81,057.00</b>

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**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](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



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

INVOICE

Date	Invoice Number
02/24/2025	CI-136396

Payment Terms	Due Date
Net 30	03/26/2025

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 West 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.
-----------------------------------------------

<b>Net Amount:</b>	<b>31,010.00</b>
<b>Tax:</b>	
<b>Total Invoice Amount:</b>	<b>USD 31,010.00</b>

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

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





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

---

March 14, 2025  
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. The current invoice/expense reimbursement request is as follows:

Metro Flood Diversion	\$24,962.69
-----------------------	-------------

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 12<sup>th</sup> Ave S  
PO Box 280  
Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

Vendor	Invoice Date	Invoice Description	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Red River Valley Coop	2/4/25	3348 180th ave s	\$66.18		2/12/25	2/19/25	568680	3/14/2025
Red River Valley Coop	2/4/25	13689 3rd st s	\$67.22		2/12/25	2/19/25	568680	3/14/2025
Red River Valley Coop	2/4/25	12909 3rd st s	\$188.05		2/12/25	2/19/25	568680	3/14/2025
Lake Region Electric Coop	2/6/25	svc 1019 100th ave	\$58.08		2/19/25	2/26/25	123643	3/14/2025
Larkin Hoffman	2/10/25	prof svc thru 1/31/25	\$79.00	852108	2/23/25	2/26/25	123645	3/14/2025
The Title Co		oin 1826 matt ness farms	\$50.00	277390b-2	2/23/25	2/26/25	123672	3/14/2025
New Century Press	1/20/25	f0116-1 meeting notice	\$7.43	2025-524017	2/15/25	2/26/25	568776	3/14/2025
Larkin Hoffman	2/10/25	Prof svc thru 1/31/25	\$9,843.00	852109	2/23/25	3/8/25	123748	3/14/2025
Lake Region Electric Coop	2/6/25	svc 1019 100th ave	\$59.03		3/7/25	3/12/25	123869	3/14/2025
SRF Consulting Group	1/31/25	prof svc thru 1/31/25	\$14,544.70	13820.00-52	3/4/25	3/12/25	568969	3/14/2025

\$24,962.69



**INVOICE: INV011677**

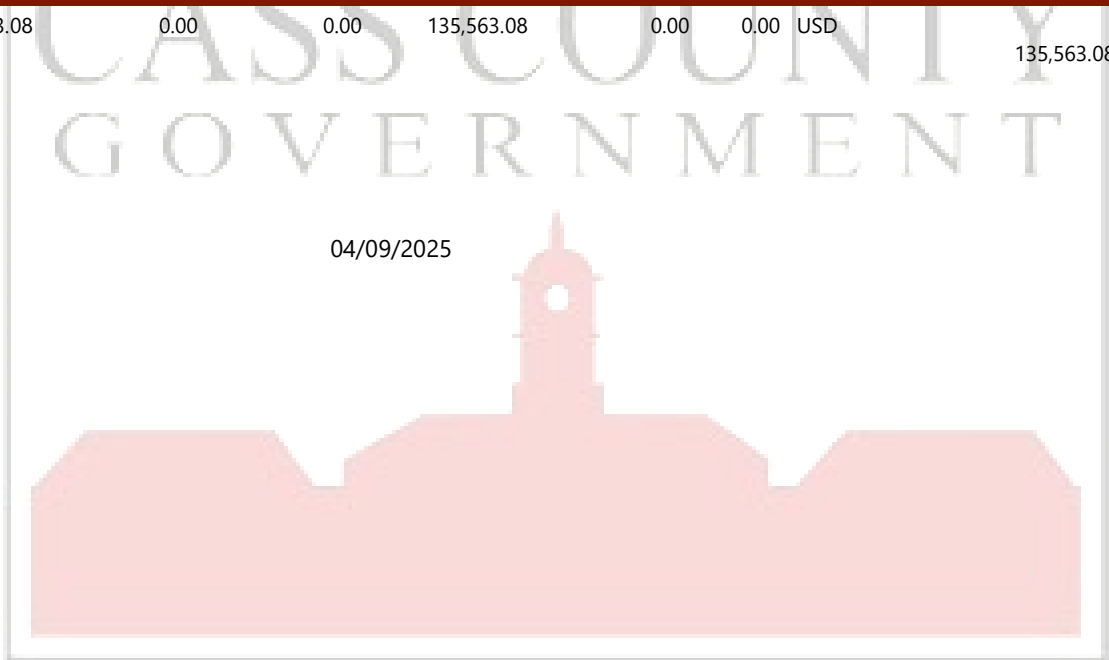
Date 03/10/2025  
 Invoice account 198

CITY OF FARGO  
 PO BOX 49  
 Fargo, ND

Description	Quantity	Unit price	Amount
FM DIVERSION PAYROLL	1.00	130,086.61	130,086.61
FM DIVERSION MISC	1.00	5,476.47	5,476.47

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
135,563.08	0.00	0.00	135,563.08	0.00	0.00	USD	135,563.08

Due date 04/09/2025



Please detach and send this copy with remittance.

**MAKE CHECK PAYABLE TO:**

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

Invoice: **INV011677**

Date: 03/10/2025

**Total:** 135,563.08

Name: CITY OF FARGO

Account #: 198

**Due date** 04/09/2025



Rush River  
Water Resource  
District

**SENT VIA EMAIL**

William A. Hejl  
Chairman  
Amenia, North Dakota

February 20, 2025

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 \$4,159.79 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

*Melissa Hinkemeyer*

Melissa Hinkemeyer  
Director

Melissa Hinkemeyer  
Director, Secretary

Enclosure

1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
FAX 701-298-2397  
[wrđ@casscountynđ.gov](mailto:wrđ@casscountynđ.gov)  
[www.casscountynđ.gov](http://www.casscountynđ.gov)



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

March 17, 2025  
Invoice Number 4060846

Client-Matter No.: 491379-00006  
Employment advice

---

**For Legal Services Rendered Through February 28, 2025**

**INVOICE TOTAL**

Total For Current Legal Fees	\$3,748.50
<b>Total Due This Invoice</b>	<b>\$3,748.50</b>

**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](mailto: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](mailto: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](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.

**City of Christine - SUMMARY OF INVOICING**  
**Reimbursement Request #18**  
**March 7, 2025**

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Swanson & Warcup	2/28/2025	3028	\$330.00
<b>Total Swanson &amp; Warcup</b>			<b>\$330.00</b>
Lies, Bullis & Hatting	1/22/2025	69699	\$780.00
Lies, Bullis & Hatting	10/23/2024	69010	\$400.00
Lies, Bullis & Hatting	9/23/2024	68965	\$380.00
Lies, Bullis & Hatting	8/21/2024	68787	\$280.00
Lies, Bullis & Hatting	7/23/2024	68614	\$120.00
Lies, Bullis & Hatting	6/20/2024	68427	\$380.00
<b>Total Lies, Bullis &amp; Hatting</b>			<b>\$2,340.00</b>
<b>Total Invoiced This Reimbursement Request</b>			<b>\$2,670.00</b>

**City of Christine - SUMMARY OF INVOICING**  
**Reimbursement Request #17**  
**February 25, 2025**

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Swanson & Warcup	12/31/2024	2858	\$27.50
Swanson & Warcup	1/31/2025	2935	\$302.50
<b>Total Swanson &amp; Warcup</b>			<b>\$330.00</b>
Moore Engineering, Inc.	12/9/2024	41559	\$90,633.43
Moore Engineering, Inc.	1/22/2025	42058	\$38,746.40
<b>Total Moore Engineering, Inc.</b>			<b>\$129,379.83</b>
Lies, Bullis & Hatting	11/25/2024	69211	\$160.00
Lies, Bullis & Hatting	12/23/2024	69552	\$1,680.00
<b>Total Lies, Bullis &amp; Hatting</b>			<b>\$1,840.00</b>
<b>Total Invoiced This Reimbursement Request</b>			<b>\$131,549.83</b>



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

March 17, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$1,590.00 regarding the above referenced project.

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

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

Sincerely,

SOUTHEAST CASS WATER RESOURCE DISTRICT

*Melissa Hinkemeyer*

Melissa Hinkemeyer  
Director

Enclosure

Melissa Hinkemeyer  
Director, Secretary  
  
1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
FAX 701-298-2397  
[wrđ@casscountynđ.gov](mailto:wrđ@casscountynđ.gov)  
[casscountynđ.gov](http://casscountynđ.gov)





# Diversion Board of Authority Meeting

March 27, 2025

**MOU and Agreement Actions for Consideration**

John Shockley

# MFDA MOUs & Agreements

MOU Parties	Project	MOU or Agreement Cost and Summary
Ottetail Power Company (OTPC) & MFDA	Upstream Mitigation Area (UMA)	<p>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 Authority via its Member Entities is required to obtain property rights in the form of a flowage easement from property owners where additional flood water is temporarily stored when the Comprehensive Project operates. The parties agree and acknowledge that the storage of additional flood water will flood property where the Utility owns easements and rights of way. As part of this MURA, the Utility authorizes the Authority via its Member Entities to temporary store additional flood water in, on, over, and across its easements across Project Property.</p>

---

**MASTER UTILITY RELOCATION AGREEMENT**

**By and Between**

**METRO FLOOD DIVERSION AUTHORITY**

**and**

**OTTER TAIL POWER COMPANY**

**Dated as of March 27, 2025**

**Relating to:**

**Utility Relocation in the Upstream Mitigation Area  
for the Fargo-Moorhead Metropolitan  
Area Flood Risk Management Project**

---

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

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## MASTER UTILITY RELOCATION AGREEMENT

**THIS MASTER UTILITY RELOCATION AGREEMENT** (the “**Agreement**”) is made and entered into this 27th day of March, 2025 (the “**Effective Date**”), by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4787 Amber Valley Parkway S., Suite 100, Fargo, ND 58104 (the “**Authority**”), and Otter Tail Power Company, a Minnesota Corporation, whose post office address 215 S. Cascade St., Fergus Falls, MN 56537 (the “**Utility**”) (collectively, the Authority and the Utility are referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, as further defined in **Section 1.01** (Definitions) (the “**Comprehensive Project**”) in the Fargo, North Dakota, and Moorhead, Minnesota, Metropolitan Area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

**WHEREAS**, the Authority, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, are the Non-Federal Sponsors for the Comprehensive Project and have entered into a Project Partnership Agreement on July 11, 2016, and amended as of March 19, 2019, with the United States Army Corps of Engineers (“**USACE**”) for the construction, operation, and maintenance of the Comprehensive Project; and

**WHEREAS**, the Project Partnership Agreement sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the Non-Federal Sponsors and the USACE; and

**WHEREAS**, the Authority was created to undertake and fulfill the Non-Federal Sponsors’ obligations under the Project Partnership Agreement; and

**WHEREAS**, pursuant to the Project Partnership Agreement, the Non-Federal Sponsors are responsible for completing the upstream mitigation area (the “**Upstream Mitigation Area**”), as set forth in **Exhibit A** (map of Upstream Mitigation Area), the area where the Authority is required to obtain property rights as mitigation for the temporary storage of floodwaters during Comprehensive Project operations; and all mitigation features that are not the responsibility of the USACE; and

**WHEREAS**, pursuant to Article II of the Project Partnership Agreement, the Non-Federal Sponsors are responsible for all real property interests and relocations required for construction, operation, and maintenance of the Comprehensive Project; and

**WHEREAS**, the Utility has real property interests (hereinafter referred to as “**Prior Property Interests**”) within the area generally described in **Exhibit B** of this Agreement that the Authority has deemed necessary to Relocate; and

**WHEREAS**, it will be necessary for the Prior Property Interests to be relocated, protected, removed, or adjusted (hereinafter referred to as the “**Utility Relocation Project**”) by either the Authority or Utility in coordination with construction of the Comprehensive Project; and

**WHEREAS**, the Authority and the Utility desire to set forth in writing their mutual understandings and to define the terms and conditions and each Party’s rights and obligations in connection with the Utility Relocation Project; and

**WHEREAS**, this Agreement is only intended to bind the parties in regard to the portion of the Comprehensive Project south of the storm water diversion channel (the “**Storm Water Diversion Channel and Associated Infrastructure**”) and shall have no implications for or binding power in regard to the Parties work, efforts, or relations in the Storm Water Diversion Channel and Associated Infrastructure. The Parties’ interactions with one another in the Storm Water Diversion Channel and Associated Infrastructure shall be governed by a separate agreement between the Parties.

**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:

**ARTICLE I.  
DEFINITIONS AND INTERPRETATION**

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

“**Age Discrimination Act of 1975**” means the Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107).

“**Agreement**” has the meaning set forth in the Preamble to this Agreement.

“**Authority**” has the meaning set forth in the Preamble to this Agreement.

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

“**Business Day(s)**” 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”** means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors, and assigns.

**“CFR”** means the Code of Federal Regulations.

**“Civil Rights Act of 1964”** means the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241, enacted July 2, 1964).

**“Clay County”** means Clay County, Minnesota.

**“Certificate of Comprehensive Project Substantial Completion”** means a written certificate issued by the Director of Engineering indicating that the Comprehensive Project has been completed and no elements remain to be completed.

**“Comprehensive Project”** means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

**“Congress”** means the Congress of the United States of America.

**“Contract Work Hours and Safety Standards Act”** means the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).

**“Copeland (Anti-Kickback) Act”** means the Copeland Act (18 U.S.C. 874 and 40 U.S.C. 3145).

**“Costs”** means all costs, expenses, and fees of whatever nature and kind, excluding internal costs that would have been incurred by the Utility regardless of the existence of the Comprehensive Project.

**“Davis-Bacon Act”** means the Davis-Bacon Act of 1931 (40 U.S.C. 3141 et seq.).

**“Diversion Inlet Structure”** means the hydraulic control structure to control the flow of water entering the Storm Water Diversion Channel and Associated Infrastructure north of the Southern Embankment and Associated Infrastructure as detailed in the document entitled the “FMM Diversion Inlet Structure Red River of the North River Basin Fargo, ND.”

**“Director of Engineering”** means the individual or his/her designee who is officially appointed by the Executive Director as the Director of Engineering for the Authority.

**“Effective Date”** has the meaning set forth in the Preamble to this Agreement.

**“Executive Director”** means the chief administrative officer of the Metro Flood Diversion Authority.

**“Executive Order No. 11246”** means Executive Order No. 11246, dated September 24, 1965.

**“Fargo-Moorhead Metropolitan Area”** means Fargo, North Dakota, Moorhead, Minnesota, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the cities of Dilworth, Minnesota, West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

**“Fargo-Moorhead Metropolitan Area Flood Risk Management Project”** has the same definition as “Comprehensive Project.”

**“Fargo-Moorhead Metropolitan Area Southern Embankment – MFR-023, Utility Guidelines and References”** or **“MFR-023”** means the Fargo-Moorhead Metropolitan Area Southern Embankment – MFR-023, Utility Guidelines and References drafted by the USACE for the relocation of components in the SEAI.

**“Federal Water Pollution Control Act Amendments of 1972”** means the Federal Water Pollution Control Act Amendments of 1972 (Pub.L. 92-500, 86 Stat. 816, enacted October 18, 1972).

**“Final Feasibility Report and Environmental Impact Statement”** means the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013, as amended by the Final Supplemental Environmental Assessment #2, Modifications to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019, approved by the District Engineer, St. Paul District on February 28, 2019, and which may be further amended by future supplemental environmental assessments.

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

**“Joint Powers Agreement”** means the Joint Powers Agreement dated as of June 1, 2016, by and between the Member Entities, as amended from time to time, which created and continued the Authority.

**“Member Entities”** shall mean Moorhead, Minnesota; Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the Cass County Joint Water Resource District.

**“Non-Federal Project Costs”** means the local cost share of the total cost of the Comprehensive Project not provided by the U.S. Government.

**“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 created pursuant to the Joint Powers Agreement.

**“Party”** or **“Parties”** has the meaning set forth in the Preamble to this Agreement.

**“Prior Property Interest(s)”** means any property interest(s) owned by the Utility that the Authority deems necessary to Relocate.

**“Project”** means the design, construction, finance, operations, and maintenance of the Southern Embankment and Associated Infrastructure and the Upstream Mitigation Area.

**“Project Footprint”** means the physical area within which the Southern Embankment and Associated Infrastructure and the Upstream Mitigation Area will be contained.

**“Project Partnership Agreement”** means the Project Partnership Agreement executed by and between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota and the Metro Flood Diversion Authority for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 11, 2016.

**“Project Property”** means real property acquired for the Project, including, but not limited to, land, rights-of-way, easements, licenses, and leases.

**“Protected Area”** means generally the area north of the SEAI and east of the Project including the communities of Moorhead, Minnesota, Frontier, North Dakota, Horace, North Dakota, Fargo, North Dakota, West Fargo, North Dakota, Reile’s Acres, North Dakota, and Harwood, North Dakota.

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

**“Red River Structure”** means the hydraulic control structure located within the Southern Embankment designed to control and meter the flow of the Red River.

**“Rehabilitation Act of 1973”** means the Rehabilitation Act of 1973 (Pub.L. 93-112, 87 Stat. 355, enacted September 26, 1973).

**“Relocate”** or **“Relocated”** or **“Relocation”** means providing a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding railroad bridges and approaches thereto required for construction of the Comprehensive Project), or public facility when such action is authorized in accordance with applicable legal principles of just compensation; or providing a functionally equivalent facility when such action is specifically provided for, and is

identified as a Relocation in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, rising, or replacement and attendant demolition of the affected facility or part thereof.

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

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

**“Southern Embankment and Associated Infrastructure”** consisting of the Diversion Inlet Structure, Wild Rice and Red River Control Structure, associated road raises, and earthen dam embankment reaches.

**“Storm Water Diversion Channel and Associated Infrastructure”** has the meaning set forth in the Recitals and means the approximately thirty (30) mile, twenty thousand (20,000) cubic feet per second (cfs) channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, and recreational features, to be constructed as part of the Comprehensive Project.

**“Substantial Completion Date of the Comprehensive Project”** means the date on which the Director of Engineering issues a Certificate of Comprehensive Project Substantial Completion.

**“Supplemental Plan”** means a plan submitted for approval pursuant to Article III, in the event that Undisclosed Prior Property Interests are identified after one or more plans have already been approved pursuant to Article III.

**“Task Order”** means a document executed by the Authority and Utility, including any amendments, stating the scope of services, times for performance of services, compensation, and any other relevant information for a specific project.

**“Undisclosed Prior Property Interests”** means Prior Property Interests not disclosed in Exhibit B to this Agreement.

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

**“Upstream Mitigation Area”** has the meaning set forth in the Recitals.

**“U.S. EPA”** means the United States Environmental Protection Agency.

**“Utility”** means Otter Tail Power Company.

**“Utility Adjustment”** means each Relocation (temporary or permanent), abandonment, protection in place, removal (of previously abandoned utilities as well as of newly abandoned utilities), replacement, reinstallation, or modification of existing utilities necessary to

accommodate construction, operation, maintenance or use of the Project. The Utility Adjustment Work for each crossing of the Project right-of-way by a utility that crosses the Project right-of-way more than once will be considered a separate Utility Adjustment. For any utility installed longitudinally within the Project right-of-way, the Utility Adjustment Work for each continuous segment of that utility located within the Project right-of-way will be considered a separate Utility Adjustment.

**“Utility Adjustment Completion”** means that the Utility Adjustment Construction Work for a Utility Adjustment is sufficiently complete in the opinion of the Authority and the Utility.

**“Utility Adjustment Construction Work”** means all Utility Adjustment Work related to construction.

**“Utility Adjustment Work”** means all efforts and Costs necessary to accomplish the required Utility Adjustments, including all coordination, design work, design review, permitting, Utility Adjustment Construction Work, inspection and maintenance of records, whether provided by the Authority or by the Utility.

**“Utility Relocation Project”** means the process of acquiring Project Property, Relocating any Prior Property Interests, and all other steps necessary, as determined by the Authority, to prepare the Project Property for construction of the Project.

**“Water Resources Reform and Development Act”** means the Water Resources Reform and Development Act of 2014, Public Law 113-121.

**“Wild Rice River”** means the river of the same name located in the State of North Dakota.

**“Wild Rice River Structure”** means the hydraulic control structure located within the Southern Embankment designed to control and meter the flow of the Wild Rice River.

**Section 1.02** TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any person shall be construed to include any person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement.

**Section 1.03** SURVIVAL OF TERMS. The terms of this Agreement shall survive through the Substantial Completion Date of the Comprehensive Project and for successive ten-year terms until one of the Parties hereto terminates this Agreement as provided for herein.

## **ARTICLE II. PURPOSE OF MASTER UTILITY RELOCATION AGREEMENT**

**Section 2.01** PURPOSE. The purpose of this Agreement 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 this Agreement.

**Section 2.02** COORDINATION BETWEEN ENGINEERS. The Authority and the Utility are likely to employ the use of professional engineers in the analysis, design, and completion of designs, plans, and completion of work. Engineers employed by the Parties shall maintain open lines of communication, coordinate, and collaborate with engineers employed by other parties described herein.

## **ARTICLE III. REAL PROPERTY INTERESTS**

**Section 3.01** INTENT. It is the intent of the Parties hereto that all Prior Property Interests shall be identified herein. Specifically, Prior Property Interests shall be documented in **Exhibit B** to this Agreement.

**Section 3.02** ACQUISITION OF PRIOR PROPERTY INTERESTS. The Prior Property Interests to be Relocated pursuant to the terms and conditions of this Agreement include, but are not limited to, the Prior Property Interests documented in **Exhibit B**.

**Section 3.03** UNDISCLOSED PRIOR PROPERTY INTERESTS. If the Authority, for any reason, determines Undisclosed Prior Property Interests should be Relocated, such Relocation shall occur pursuant to the terms of this Agreement.

**Section 3.04** DISCOVERY OF UNDISCLOSED PRIOR PROPERTY INTERESTS. Undisclosed Prior Property Interests identified for Relocation under a Task Order shall be Relocated through the same process as if the Undisclosed Prior Property Interests were disclosed herein. A separate accounting and recording of costs shall be maintained for Undisclosed Prior Property Interests and Prior Property Interests disclosed herein. Should Undisclosed Prior Property Interests be identified, the Utility shall, within sixty (60) days of written notification of identifying Undisclosed Prior Property Interests to be Relocated, submit a Supplemental Plan, for the Relocation of Undisclosed Prior Property Interests. Each Party shall have the same rights and responsibilities as they would have if the Supplemental Plan were included in previously approved plans, unless explicitly provided otherwise herein. The Utility shall endeavor to submit a Supplemental Plan for approval within sixty (60) days. Should the Utility fail to submit a Supplemental Plan by the applicable deadline, and such failure results in the unreasonable delay of Utility Adjustment Construction

Work, the Parties shall follow the dispute resolution process pursuant to **Article XI** of this Agreement.

**Section 3.05** COOPERATION IN PLATTING. The Authority intends to plat right-of-way acquired for Project purposes. The Utility shall reasonably cooperate with said platting efforts if requested to do so by the Authority.

**Section 3.06** CO-EXISTING PROPERTY INTERESTS. The Authority, via its Member Entities, is required to obtain property rights, in the form of a flowage easement, from property owners, where additional flood water is temporarily stored when the Comprehensive Project operates. The Parties agree and acknowledge that the storage of additional flood water will flood the property where the Utility owns easements and rights-of-way. The Utility authorizes the Authority, via its Member Entities, to temporarily store additional flood water in, on, over, and across its easements across Project Property.

**Section 3.07** CHRISTINE PROJECT. Pursuant to the Settlement Agreement, dated February 1, 2021, the Authority and the City of Christine, North Dakota (the “City of Christine”) are working in Good Faith to design, construct, operate, and maintain a flood control project in the City of Christine (the “Christine Project”). The Parties agree and acknowledge that completion of the Christine Project may eliminate the need for Utility Adjustment and the development of individual Task Orders.

#### **ARTICLE IV.**

##### **RESPONSIBILITY FOR UNDISCLOSED PRIOR PROPERTY INTERESTS**

**Section 4.01** UTILITY RESPONSIBILITY. The Utility shall bear the costs of Relocating all Undisclosed Prior Property Interests.

**Section 4.02** REQUESTS FOR RELIEF. Within thirty (30) calendar days of Utility Adjustment Completion, the Utility may file a written request for relief with the Authority to request payment or partial payment for costs of the Relocating Undisclosed Property Interests. This request for relief shall be a separate document from the Task Order but shall be submitted to the Authority in conjunction with the reports submitted pursuant to a Task Order. All requests for relief shall include an itemized list of costs, the total amount requested, and justification for the Utility’s failure to identify the Undisclosed Prior Property Interest. Requests for relief may be approved, approved in part and denied in part, or denied.

#### **ARTICLE V.**

##### **RIGHT OF SITE ACCESS**

**Section 5.01** RIGHT OF SITE ACCESS. To ensure the Authority is able to proceed with construction of the Project in a timely and efficient manner, as well as to properly monitor and ensure completion of the Utility Relocation Project, the Authority shall have a right-of-way in, on, over, and across any and all Sites as well as the right to access, enter, and inspect any Site.

**Section 5.02** NON-REVOCALE RIGHT OF THE METRO FLOOD DIVERSION AUTHORITY. Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the Authority.

**Section 5.03** NO NOTICE REQUIRED. No notice shall be required for the Authority to exercise the rights described in this Article.

**Section 5.04** DELAY FOR SAFETY PURPOSES. If the Authority attempts to exercise the rights described in this Article, but doing so would pose a safety hazard, the Party shall be kept from accessing, entering, or inspecting the Site in question only for as long as is reasonably required to make the Site safety for access, entry, and inspection, as determined by the Party desiring to access, enter, and inspect the Site.

**Section 5.05** FAILURE TO ALLOW ACCESS, ENTRY, AND INSPECTION. Should any Party having authority to access, enter, and inspect a Site be denied access for more than twenty-four (24) hours, other than when the same Party deems such a delay appropriate under **Section 5.04**, and such failure results in the unreasonable delay of Utility Adjustment Construction Work, the Parties shall follow the dispute resolution process pursuant to **Article XI** of this Agreement.

## **ARTICLE VI. REQUIRED REPORTS**

**Section 6.01** REQUIRED REPORTS. The Utility shall prepare any reports, analyses, plans, cost estimates, or other information and materials within the scope identified in a Task Order pertaining to the Utility infrastructure, the Utility Relocation Project, or the Project, as requested by the Authority.

**Section 6.02** DEADLINES. All reports, analyses, plans, cost estimates, and other information and materials requested by the Authority shall be provided before the expiration of a reasonable deadline determined by the Authority and/or identified in a Task Order pertaining to the Utility infrastructure, the Utility Relocation Project, or the Project.

**Section 6.03** FAILURE TO TIMELY PRODUCE. Should the Utility fail to produce any reports, analyses, plans, cost estimates, or other information and materials requested of them by the Authority, and such failure results in the unreasonable delay of Utility Adjustment Construction Work, the Parties shall follow the dispute resolution process pursuant to **Article XI** of this Agreement.

**Section 6.04** APPEAL OF FEES ASSESSED. Within thirty (30) days of submitting requested information after the due date, the Utility may appeal the assessment of fees provided for in **Section 6.03**, by submitting a written appeal to the Authority. Within thirty (30) days of submission of a written appeal of assessed fees explaining the reasons for failure and other mitigating factors that the board should consider when deciding whether to waive the fee, the Authority shall, at its own discretion, approve or deny the appeal of assessed fees.



## ARTICLE VII. PERFORMANCE AND CONSTRUCTION

**Section 7.01** UTILITY ADJUSTMENT DESIGN WORK. The Utility shall be responsible for the completion of all Utility Adjustment Design Work. The Utility shall complete all Utility Adjustment Design Work prior to reasonable deadline identified in a Task Order pertaining to the Utility infrastructure, the Utility Relocation Project, or the Project, provided to the Utility by the Authority.

**Section 7.02** UTILITY ADJUSTMENT CONSTRUCTION WORK. The Utility Adjustment Construction Work shall be as follows:

- a. The Utility shall be responsible for the completion of all Utility Adjustment Construction Work. The Utility shall complete all Utility Adjustment Construction Work prior to reasonable deadline provided to the Utility by the Authority.
- b. If a portion of the Utility Adjustment Construction Work is outside of the Project Property, the Utility shall be responsible for that portion of the Utility Adjustment Construction Work. The Utility shall meet the requirements of federal law in regard to any Work contracted out to third parties, for which the Authority will reimburse the Utility.

**Section 7.03** ADDITIONAL RIGHT-OF-WAY OUTSIDE THE PROJECT FOOTPRINT. Should the Utility require additional right-of-way to complete the Utility Relocation Project, the Utility shall notify the Authority of said needs as soon as reasonably possible after discovering the need. The Utility shall use its Best Efforts to acquire the necessary right-of-way but shall not be responsible for any damages related to time delays associated with the acquisition of additional right-of-way needed to accommodate betterments. In the event the Utility Relocation Project directly or indirectly causes the Utility to acquire additional property interests, the Utility shall consult with the Authority prior to determining the price at which they will offer to purchase said property interests. The Utility will only offer to purchase additional property interests at a price consented to by the Authority, provided said consent shall not be unreasonably withheld.

**Section 7.04** COORDINATION FOR UTILITY ADJUSTMENT IN THE UPSTREAM MITIGATION AREA. All Utility Adjustment Work in the Upstream Mitigation Area shall be designed, constructed, and completed in accordance with federal, state, and local regulations and guidelines. The Utility will work in conjunction with the Authority, in Good Faith, to design and submit a Utility Adjustment plan for the Authority to review, comment, and approve.

**Section 7.05** ADJUSTMENTS TO THE UTILITY ADJUSTMENT WORK. Any changes or modifications to the Utility Relocation Project during construction that materially affect the performance or construction of the Utility Adjustment Work will be subject to written approval by the Authority. The Utility will submit the proposed changes or modifications to the Authority for review and approval. Authority lines not required to be moved prior to the adjustment which need to be Relocated after changes are made shall not be treated as Undisclosed Prior Property Interests for purposes of assigning responsibility for Costs.

**Section 7.06** INSPECTION. The Utility shall be responsible for inspection of all Utility Adjustment Construction Work.

**Section 7.07** UTILITY COMPLETION. Within ten (10) Business Days of the anticipated date for Utility Adjustment Completion, the Utility and the Authority will schedule a final inspection, whereby the Utility shall be responsible for holding an inspection of the Utility's portion of Utility Adjustment Construction Work. If the Authority finds the construction is not in conformance with reports, analyses, plans, cost estimates, or other information and materials within the scope identified in a Task Order, or any approved material changes or modifications, the Authority will notify the Utility of such fact and the Utility will correct such nonconformance in the construction work and re-notify for inspection. Once the Authority finds the Utility Adjustment has reached Utility Adjustment Completion, the determination of which shall not be unreasonably withheld, the Authority will provide a certificate of Utility Adjustment Completion.

**Section 7.08** THIRD PARTY CONTRACTORS. Should the Utility engage any third-party contractor to fulfill, contribute to, or otherwise act in regard to an obligation assigned to Utility in this Agreement, the Utility shall abide by all restrictions and requirements provided for in Article XIII and as provided in the federal lobbying restrictions which is attached as Exhibit C to this Agreement.

**Section 7.09** INVOICING REQUIREMENTS. All invoices provided to the Authority pursuant to or arising from this Agreement shall comply with invoicing requirements provided in the Authority invoicing requirements which is as attached as Exhibit D to this Agreement.

## **ARTICLE VIII. PAYMENT OF COSTS**

**Section 8.01** NECESSITY TO KEEP COSTS LOW. The Utility and the Authority each recognize the need to minimize the cost of the Utility Relocation Project, while seeking to maintain the same quality of service to the Utility's customer. The Utility and the Authority shall be diligent in keeping costs as low as reasonably possible.

**Section 8.02** GENERALLY. The Authority shall pay all reasonable costs of the Utility Relocation Project approved under a Task Order and actually incurred, whether those costs are incurred by the Utility or the Authority, excluding the Utility's overhead costs. Reasonable reimbursable costs shall include, but may not be limited to, costs related to engineering, fieldwork, land rights, surveyors, and other costs contemplated in an approved Task Order.

**Section 8.03** REPORTING OF COSTS. Upon completion of the Utility Relocation Project, the Utility shall submit a detailed, itemized report of the costs and expenses of the Utility Relocation Project to the Authority for review.

**Section 8.04** REJECTION OF COSTS. The Authority may reject reported costs and expenses to the extent that the costs or expenses are unreasonable or have not been included in an approved Task Order. Notice of rejection of any costs or expenses must be provided to the Utility in writing. A cost is reasonable if, in its nature and amount, it does not exceed that which would

be incurred by a prudent person under the circumstances prevailing at the time when the decision was made to incur the cost.

**Section 8.05** APPEAL OF A DECISION TO REJECT COSTS. The Utility may appeal a decision rejecting any cost by providing the Authority written notice of the appeal and justification for its expenses within twenty (20) days of its receipt of the rejection notice.

**Section 8.06** PAYMENT OF ACCEPTED COSTS. Within thirty (30) days of the determination of the Authority's full liability to the Utility, the Authority shall issue a single, full payment of the amount owed to the Utility.

**Section 8.07** BETTERMENTS. In no situation shall any Party other than the Utility be responsible for costs and expenses of betterments installed during the Utility Relocation Project.

## ARTICLE IX. FUTURE RIGHTS AND RESPONSIBILITIES

**Section 9.01** RIGHT OF WAY. Should the Authority deem it necessary for the purpose of the Utility Relocation Project, the Authority shall grant the Utility a right-of-way below, above, and across the Project Footprint so the Utility can properly maintain its facilities in the right-of-way, subject to the following restrictions and obligations:

- a. Maintenance of Utility Property. Following completion of the Utility Relocation Project, the Utility shall be responsible for all maintenance of Utility property and associated infrastructure.
- b. Post Construction Access. Following completion of the Utility Relocation Project, the Utility shall provide the Authority with seven (7) days' written notice of any planned maintenance it intends to do within the Project Footprint. No notice shall be required for emergent maintenance or other emergency conditions that would require Utility to access Utility property within the Project Footprint.
- c. Approval for Ground Disturbing Maintenance or Repairs. Except in the instance of emergent conditions, the Utility must submit and obtain approval for any and all plans for maintenance or repair that requires the ground within the Project Footprint to be disturbed, from the Authority.
- d. Clean Up. The Utility shall ensure that after any maintenance or repairs to Utility property, the ground within the Project Footprint is returned as close as reasonably possible to the state in which it existed prior to the maintenance or repair that caused the ground within the Project Footprint to be disturbed.

- e. Damage to the Upstream Mitigation Area. Should Utility property malfunction, deconstruct, or otherwise cause damage to the Upstream Mitigation Area, the Utility shall take immediate action to stop on-going damage and will consult with the Authority on how to repair all damage that occurs.

**Section 9.02** USE OF EXISTING EASEMENT. In the event Utility property is Relocated within the Utility's currently existing easement or right-of-way, the Utility shall be bound to exercise its rights under said easement, subject to the requirements and obligations contained in this Article. The requirements of this Article shall survive so long as the Utility has property located within the Project Footprint.

**Section 9.03** RECORD KEEPING. The Utility shall maintain or cause to be maintained (by way of contract and enforcement of such contract) a complete set of records detailing all costs it incurs in the Utility Relocation Project, in accordance with the recordkeeping and audit requirements of this Agreement and the laws of North Dakota.

**Section 9.04** FUTURE PERMITS. Should the Utility file a formal permit application with the Authority, pertaining to the Utility line Relocated pursuant to this Agreement, with the Authority after the Effective Date, the Authority shall grant, at no cost to the Utility, the permit application so long as the permit application meets all reasonable requirements listed in the instructions to said permit application and the proposed crossing would not unreasonably risk harm to the Upstream Mitigation Area or interfere with other facilities already contained within the Project Footprint, as determined by the Authority. In addition to the permit application granted by the Authority, Utility shall be responsible for obtaining all other permits necessary and required by the USACE. Should an existing Utility line be modified in the future, the Authority, in its sole discretion, shall determine whether the modification is allowable under a previously existing permit or whether the modification is significant enough in its nature or effect to require the Utility to apply for a new permit.

## **ARTICLE X. DISPUTES AMONG THE UTILITY AND THE METRO FLOOD DIVERSION AUTHORITY**

**Section 10.01** INTENT AND PROCEDURE. The Utility and the Authority shall 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.

**Section 10.02** PROCEDURE TO COMMENCE DISPUTE RESOLUTION PROCESS. The Parties agree that in the event of an alleged breach of any of the terms of this Agreement, the Parties making such allegation shall, except as provided in **Section 12.01** (Notices) of this Agreement, provide thirty (30) days written notice to the other Party of the alleged breach. The written notice shall contain reasonable description of the underlying facts and an explanation of why the Party

providing notice believe those facts constitute a breach. Following transmittal of the notice, the Party alleged to have caused the breach shall be given a reasonable time (as provided in **Section 10.03** (Time to Correct)) of this Agreement, not less than ten (10) days to correct or remedy the alleged breach, to meet and confer with the other Party, and/or to participate in mediation with the other Party prior to initiating any litigation, arbitration, or any administrative proceeding, unless the alleged breach has the potential to cause immediate and irreparable harm, in which case the Party alleging the harm may initiate litigation prior to complying with the provisions of this **Section 10.02** as applicable.

**Section 10.03** TIME TO CORRECT. The reasonableness of the time afforded to the Party alleged to have breached this Agreement pursuant to **Section 10.03** of this Agreement to cure the alleged breach and engage in dispute resolution processes shall be determined by considering the circumstances, including the potential harm, injury, or damages that are or may result from the alleged breach and the extent to which the harm, injury, or damages may worsen with the passage of time.

**Section 10.04** 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 they cannot agree, shall obtain a list of court-appointed mediators from the Cass County District Court Administrator, and select a mediator by alternately striking names until one remains. The Authority shall strike the first name, followed by the Utility, in that recurring order until one name remains.

**Section 10.05** RIGHT OF SETOFF. If there is a failure between the Parties to resolve a dispute on their own, and the Parties have attempted to utilize the dispute resolution process pursuant to **Article XI** of this Agreement, and such dispute, including but not limited to those identified in **Sections 3.04, 5.05, and 6.03**, results in the unreasonable delay of the Utility Relocation Project, the Authority is hereby authorized, to the fullest extent permitted by law to setoff, and may apply any and all deposits at any time held and owing to or for the credit of any Party to this Agreement against any and all obligations existing under this Agreement.

**Section 10.06** LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

**Section 10.07** LEGAL FEES. Each Party will be responsible for their own attorney's fees in connection with a dispute under this Article.

**Section 10.08** WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL MEMBER ENTITIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE UTILITY AND THE AUTHORITY ARISING OUT OF OR

RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD-PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

**ARTICLE XI.  
USE OF EMINENT DOMAIN**

**Section 11.01** EMINENT DOMAIN. Nothing in this Agreement shall be construed as limiting the Authority, or its Member Entities' ability to exercise its powers of eminent domain.

**ARTICLE XII.  
MISCELLANEOUS**

**Section 12.01** NOTICE. All notices under the Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with deliver receipt requested; or (d) sent by facsimile or 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 Project correspondence, submittals, and samples, will be marked as regarding the Project and will be delivered to the following address or as otherwise directed by the Authority's authorized representative:

Jacobs Engineering Group, Inc.  
4784 Amber Valley Parkway, Suite 200  
Fargo, North Dakota 58104

- b. All legal notices to the Authority, in addition to being provided to the Authority's representative as provided above, will also be provided to the Executive Director at the following address or as otherwise directed by the Authority's representative:

Metro Flood Diversion Authority  
Attn: Executive Director  
4787 Amber Valley Parkway, Suite 100  
Fargo, North Dakota 58104  
and

APIinvoicesFMDiv@jacobs.com  
bakkegardk@fmdiversion.gov

- c. All notices to the Utility will be marked as regarding the Project and will be delivered to the following address or as otherwise directed by the Utility's authorized representative:

Otter Tail Power Company  
 Attn: Land Rights and Survey Department  
 215 S. Cascade Street  
 Fergus Falls, MN 56538

- d. Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central Time and all other notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

**Section 12.02** ASSIGNMENT. Neither Party may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other Party. Said written consent shall not be unreasonably withheld. Each Party shall only be permitted to transfer or assign rights or obligations under this Agreement by giving thirty (30) days' written notice pursuant to **Section 12.01** to the other Party of its intent to transfer or assign.

**Section 12.03** OPEN RECORDS LAW. The Parties agree and acknowledge that the North Dakota open records law as set forth in Chapter 44-04 of the North Dakota Century Code and the Minnesota Government Data Practices Act as set forth in Minnesota Statutes Chapter 13 apply and that documents created and shared pursuant to this Agreement are subject to potential release.

**Section 12.04** WORKERS' COMPENSATION. Each Party shall be responsible for injuries or deaths of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement, in compliance with all applicable statutory requirements. Notwithstanding any other provision of this Agreement, each Party waives the right to pursue a legal action against one of the other Parties for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries are caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

**Section 12.05** INSURANCE. The Utility agrees to purchase and maintain throughout this Agreement such insurance coverage as is appropriate for the Utility Relocation Project being provided under this Agreement. No Utility Adjustment Work may be done until a certificate of insurance listing the aforementioned entities as additional insureds is produced. An additional insured shall be given notice at least thirty (30) days before an insurance policy on which it is an additional insured is canceled or allowed to expire. If a policy is terminated for any reason and notice has not been previously given to the additional insureds, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible.

- a. The limits of liability for the insurance required by this Section shall provide coverage for not less than the following amounts or greater where required by Applicable Law:

- (1) Commercial general liability insurance (including completed operations, contractual, and products coverage) with minimum liability limits of \$1,000,000 per person, and \$2,000,000 per occurrence.
- (2) Automobile liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- (3) Excess or umbrella liability insurance with minimum liability limits of \$1,000,000 and \$2,000,000 aggregate.

**Section 12.06** INDEMNIFICATION. The Utility shall indemnify, defend, and hold harmless the Authority, its Member Entities, and directors, officers, employees, and agents against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including attorney's fees), which arise out of, relate to or result from any act or omission of the Utility or failure of Utility's facilities or property related to this Agreement. The Parties shall coordinate with respect to any dispute with third parties. Such coordination shall include any potential or ongoing litigation.

**Section 12.07** LIMITATION OF LIABILITY. In no event shall the Utility be liable to the Authority for any special, incidental, indirect, punitive or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Utility, its employees, or agents. This exclusion of liability for special incidental, indirect, punitive or consequential loss or damage includes, but is not limited to, loss of profits or revenue, cost of capital, loss of use of equipment or facilities, loss of financing, business or reputation. The Utility's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Agreement or from performance or breach thereof shall in no case exceed the total price of the aggregated Task Orders to this Agreement, as adjusted by any applicable Change Orders. In no way is this Section intended to impair the insurance requirements set forth in Section 12.04. In the event of a conflict between Section 12.04. INSURANCE and Section 12.06 LIMITATION OF LIABILITY, the terms and conditions set forth in Section 12.04 INSURANCE shall prevail.

**Section 12.08** 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 Utility is solely responsible for its own actions or omissions.

**Section 12.09** GOVERNING LAW. This Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

**Section 12.10** CONFLICT. In the event of a conflict between the Parties pertaining to the terms and conditions of this Agreement, this Agreement shall control and govern the relocation of Utility infrastructure, lines, and property for purposes of the Southern Embankment and Associated Infrastructure and the Upstream Mitigation Area but not the relocation of Utility



infrastructure, lines, and property for purposes of the Storm Water Diversion Channel and Associated Infrastructure.

**Section 12.11 SEVERABILITY.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Section 12.12 MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both Parties to this Agreement.

**Section 12.13 BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

**Section 12.14 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.

**Section 12.15 HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

**Section 12.16 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.

**Section 12.17 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.

**Section 12.18 FEES.** The fees provided for herein shall not be interpreted or deemed to be the Authority's sole source of recovery for damages in any way arising from or related to Utility's delay, actions, or failure to act. The Authority shall have all remedies available to it at law in addition to any fees paid to the Authority by Utility pursuant to this Agreement.

**Section 12.19 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.

**Section 12.20 FEDERAL LOBBYING RESTRICTIONS.** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, member of Congress, an officer or employee of Congress, or any employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for U.S.

EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Utility shall complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached as Exhibit D to this Agreement. Utility shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

**Section 12.21** DEBARMENT AND SUSPENSION. Utility certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Utility represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, Utility shall complete and submit to the Authority, the federal certification form regarding debarment and suspension, which is attached as Exhibit D to this Agreement.

**Section 12.22** DAVIS-BACON ACT AND OTHER LABOR LAWS. Utility shall comply with the following federal labor requirements:

- a. Davis-Bacon Act, which requires the payment of prevailing wage rates to all laborers and mechanics on construction projects in excess of \$2,000. Utility and the Authority acknowledge and agree that the Davis-Bacon Act shall apply if the Authority is performing Utility Adjustment Construction Work. Utility and the Authority acknowledge and agree that the Davis-Bacon Act shall not apply if any party other than the Authority is performing Utility Adjustment Construction Work.
- b. The Contract Work Hours and Safety Standards Act, which requires time and one-half pay for overtime hours worked in excess of forty hours in any workweek.
- c. The Copeland Act (Anti-Kickback Act), which prohibits employers from inducing an employee to give up any part of compensation to which he or she is entitled.

**Section 12.23** CIVIL RIGHTS OBLIGATIONS. The Utility shall comply with the following, federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including Limited English Proficiency (“LEP”).
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- c. The Age Discrimination Act of 1975, which prohibits age discrimination.
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

**Section 12.24** CERTIFICATION. Utility shall complete and submit to the Authority, the federal certification form regarding civil rights, which is attached as **Exhibit C** to this Agreement.

**Section 12.25** TERMINATION. This Agreement may be terminated by the Authority, at any time and for any reason with thirty (30) calendar days written notice to the Utility.

*(Signatures appear on the following pages.)*

IN WITNESS WHEREOF, the Parties executed this Agreement on the date first written above.

AUTHORITY:

Metro Flood Diversion Authority

---

Jason Benson, Executive Director

---

Tony Grindberg, Chair

ATTEST:

---

Dawn Lindblom, Secretary

UTILITY:

Otter Tail Power Company

By: \_\_\_\_\_

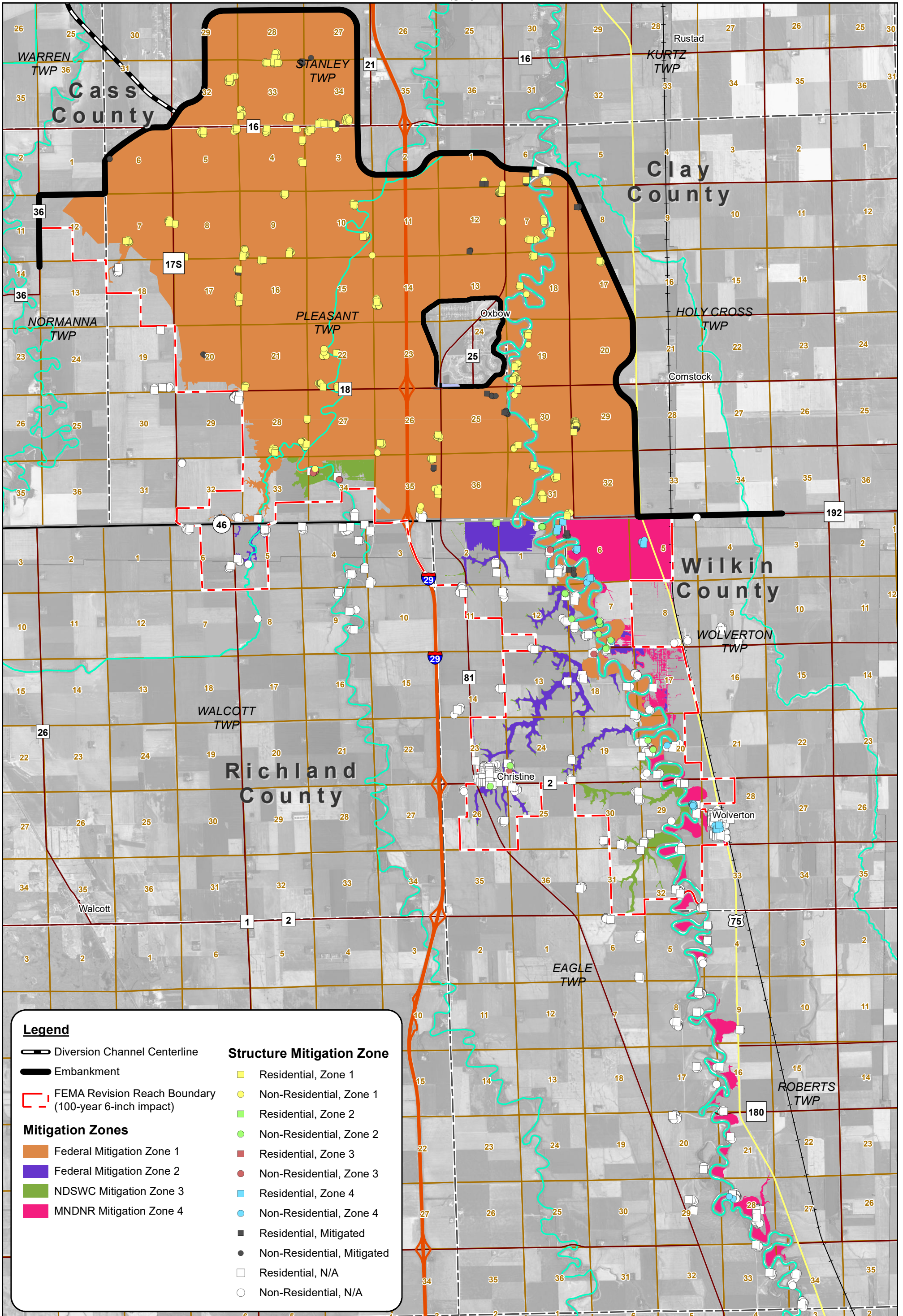
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_





**Legend**

- Diversion Channel Centerline
- Embankment
- FEMA Revision Reach Boundary (100-year 6-inch impact)

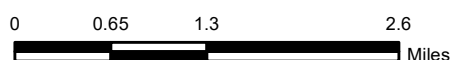
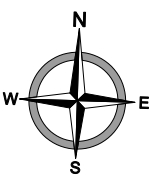
**Mitigation Zones**

- Federal Mitigation Zone 1
- Federal Mitigation Zone 2
- NDSWC Mitigation Zone 3
- MNDNR Mitigation Zone 4

**Structure Mitigation Zone**

- Residential, Zone 1
- Non-Residential, Zone 1
- Residential, Zone 2
- Non-Residential, Zone 2
- Residential, Zone 3
- Non-Residential, Zone 3
- Residential, Zone 4
- Non-Residential, Zone 4
- Residential, Mitigated
- Non-Residential, Mitigated
- Residential, N/A
- Non-Residential, N/A

**FM AREA DIVERSION PROJECT  
UPSTREAM MITIGATION AREA &  
MITIGATION ZONES**



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





# Exhibit B



### Legend

— Other Tail Power

□ Parcels

### Flowage Easement 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



# Exhibit C

## FEDERAL CERTIFICATION FORMS CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/  
Entity Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
  - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
  
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized  
Representative

\_\_\_\_\_  
Signature of Authorized  
Representative

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

### ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, AND 40 CFR PART 7

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-5. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Institution or Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street

---

City, State, Zip Code

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

---

Office Email Address

# Exhibit D

## AUTHORITY INVOICING REQUIREMENTS

Utility will submit copies of the invoice to:

[Bakkegardk@FMDiversion.gov](mailto:Bakkegardk@FMDiversion.gov) and [APIInvoicesFMDiv@jacobs.com](mailto:APIInvoicesFMDiv@jacobs.com)

Utility's invoices must be detailed and precise. Utility's invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:

- i. Utility's name and address;
- ii. Utility's federal employer identification number;
- iii. Unique invoice number;
- iv. Billing period;
- v. Description of each activity performed for each day in which services were performed;
- vi. Work order number associated with each activity;
- vii. Name, billing rate, and hours worked by each person involved in each activity;
- viii. Total amount of fees and costs "billed to date," including the preceding months;
- ix. Preferred remittance address, if different from the address on the invoice's coversheet;  
and
- x. All of the work performed during that billing period.

After the Authority receives Utility's invoice, the Authority will either process the invoice for payment or give Utility specific reasons, in writing within fifteen (15) business days, why part of all of the Authority's payment is being withheld and what actions Utility must take to receive the withheld amount. In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority shall pay the undisputed portion. Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following the receipt of payment, Utility must credit any payment in error from any payment that is due or that may become due to Utility under this Agreement or return the overpayment to the Authority within thirty (30) calendar days of the identification of the error.

And any other information referenced within this Agreement.



METRO  
FLOOD  
DIVERSION  
AUTHORITY

# Diversion Board of Authority Meeting

March 27, 2025

**Contracting Actions**



# DA Board Approval Contract Actions (ACTION)



Description	Company	Budget/ Estimate (\$)
Task Order 11, Amendment 0 – WP38C Property Structure Mitigation – Perform property mitigation services for WP38C on OIN 1093X and 5002	LinnCo, Inc	\$258,400.00

# Executive Director Contracting Recommendation



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

<b>LinnCo, Inc</b> TO11 Amendment 0 <b>WP38C – OIN 1093X-5002 – Property Structure Mitigation</b>	<b>\$258,400.00</b>
<ul style="list-style-type: none"> <li>• Perform Property Mitigation Services for WP38C – OIN 1093X and 5002.</li> </ul>	

## 1 Recommendation for action:

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

## 2 Summary of Contracting action:

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

### Reason why it is required

Assist the OWNER in performing structural demolition and/or removal of services of residential, commercial, and agricultural structures, including but not limited to houses, out buildings such as barns, silos, garages, and workshops; foundations; walkways; driveways; landscaping; associated utilities; and other components as identified in the Site Plans.

### Background and discussion

Three Task Order Bid Proposals were received on February 28, 2025. Bid Tabulation results are attached for review.

The Diversion Authority has awarded WP38C Task Order 11 OIN 1093X-5002 – Property Structure Mitigation to LinnCo, Inc (Contractor) as the lowest bidder.

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
TO011-A0	0.00	258,400.00	3/27/2025	7/3/2025	Initial scope of work
Totals		258,400.00			

**3 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 3 - Summary of Annual Budget Allocation – Per Year**

Year	Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2025	TO11-A0	PA-1360	258,400.00	258,400.00	0	258,400.00	

**4 Attachments:**

- Task Order 11 Amendment 0

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

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

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

**Approved by:** Jason Benson, Executive Director      **Date:**

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Jodi A. Smith  
Cc: John Shockley, MFDA Legal Counsel  
Date: March 19, 2025  
Re: OIN 7234B, 7234C, and 7234D Excess Land Recommendation

---

## **RECOMMENDATION/ACTIONS NEEDED:**

Approve the excess land recommendation for OINs 7234B, 7234C, and 7234D and direct staff to follow the MFDA's policy to sell the property to the Adjacent Landowners.

## **BACKGROUND / KEY POINTS:**

At the February 2025 Land Management Committee meeting a recommendation for OINs 7234B, 7234C, and 7234D was presented that outlined a proposal to sell the property to the City of Horace, which would have required a variance to the MFDA's Policy on the Disposition and Management of Comprehensive Project Lands (Policy) (see attached cover memo from February Land Management Committee meeting). At the February meeting, the Committee requested that additional time be provided for the adjacent landowners to address potential interest in purchasing the property.

Following the February Committee meeting, a letter from the MFDA was emailed to the adjacent landowners requesting a response by March 20 with their interest in purchasing the property. In addition, a letter from the MFDA was emailed to representatives from the City of Horace. The letters to the adjacent landowners and Horace are attached.

In addition, following the February Committee meeting, a group of the adjacent landowners gathered contact information (emails) of all adjacent landowners and organized a neighborhood meeting. On March 12, 2025, the adjacent landowners held their neighborhood meeting to discuss their interest and a path forward in purchasing the property. The MFDA's Executive Director attended the meeting in person, and CCJWRD Board Member Jake Gust attended by phone. The overall sentiment from the landowners at the meeting was a positive interest in purchasing the property. A handful of representatives from the neighborhood plan to attend the March Land Management Committee meeting to share feedback and interest from the neighborhood, including a petition with signatures from many of the adjacent landowners (see attached petition).

At this time, it is our understanding that some, but not all of the adjacent landowners have committed to purchasing a portion of the property. Many of the adjacent landowners desire additional information before making a decision.

If the recommendation is approved, Project staff will begin the disposal process by working more closely with the adjacent landowners. This would include:

1. Sending each adjacent landowner a letter with their lot size and sale price. In addition, in accordance with the Policy and to cover some of the costs associated with platting, managing and administering the closing process, and platting and rezoning fees, it is recommended to add a fee to the sale price (\$300 per parcel for parcels with a sale price less than \$10,000, and \$600 per parcel for parcels with a sale price greater than \$10,000).
2. Obtain written confirmation of an intent to purchase their portion of the property from the adjacent landowners within approximately 30-days.
3. If we identify any parties who are not interested in purchasing their portion of the property, we would then explore solutions to complete the sale of the property, which could include working with the neighbors to find a willing buyer, but in no situation will we proceed with leaving the Project with a patchwork of inaccessible project owned land. If no solution can be reached, the sale of this property would proceed to the Public Sale step in the Policy.
4. If all adjacent landowner confirm in writing their intent to purchase their portion of the property, Project staff and consultant teams would then proceed with platting the property and administering the sale to the adjacent owners.

**ATTACHMENTS:**

- Excess Lands Recommendation – OINs 7234 B-C-D
- Letter from MFDA to Adjacent Landowners, dated March 4, 2025
- Letter from MFDA to City of Horace, dated March 4, 2025
- Petition from Adjacent Landowners, dated March 17, 2025
- Background materials from Land Management Committee meeting in February 2025



# Memorandum

TO: Jason Benson

FROM: Jodi A. Smith

DATE: March 18, 2025

RE: Excess Lands Recommendation – OINs 7234B, 7234C, and 7234D

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

## 2. Pertinent Facts Regarding OINs 7234B 7234C and 7234D

Description of Parcel(s)	See Exhibit A for a map showing the parcels recommended as excess land, as well as the proposed utility easement.
Legal Description	See Exhibit B for legal description for the parcels recommended as excess land.
Asset Parcel(s) Size	5.33 acres (GIS based acreage)
Narrative Description of Parcel(s)	OIN 7234B, 7234C, and 7234D is a stretch of abandoned railroad property between Center Avenue and Liberty Lane in Horace, ND. OIN 7234B is 200-ft wide and OINs 7234C and 7234D are 100-feet wide. These parcels were previously owned and maintained by BNSF.

Purchase Date	December 19, 2023
Purchase Price	<p>\$1,085,377 *For the entirety of OIN 7234 excluding the Horace Elevator, which was 8.61 acres of land at \$126,060/acre.</p> <p><u>Specific Breakdown per OIN</u></p> <p>7234B = \$292,459  7234C = \$107,151  7234D = \$272,290  Total = \$671,900</p>
Proposed Sale Price	<p>\$192,777</p> <p>This sale price is based on a proposal from the City of Horace to purchase entire property.</p> <p><u>Also</u>, in accordance with the Policy, and to cover some of the costs associated with platting, managing and administering the closing process, and platting and rezoning fees, it is recommended to add a fee to the sale price (\$300 per parcel for parcels with a sale price less than \$10,000, and \$600 per parcel for parcels with a sale price greater than \$10,000).</p>
Former Owner	BNSF
Adjacent Owners	Multiple. See Exhibit C
Property Management Approach	These parcels have been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	No data found.
Relation to Construction	These parcels are located east of the Diversion Channel within Horace and are not impacted by construction of the Comprehensive Project. This rail corridor was purchased from BNSF to alleviate the need to raise the rail line that crosses the Diversion Channel. Instead, it was decided that the entire corridor would be taken out of operation.
Right of First Refusal	The prior landowner, BNSF, has waived their rights to purchase this property.

### 3. Conclusion and Recommendation

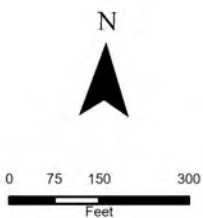
Based on the pertinent facts presented above, it is recommended to declare OINs 7234B, 7234C, and 7234D as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit D).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands





*Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.*  
 All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.  
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCAI\Horace Railroad\HoraceRailroad.aprx | Horace RR Parcel Exhibit B C D



**OIN: 7234B, 7234C, 7234D**  
**CCJWRD**  
**Cass County, ND**

FM AREA DIVERSION  
 Map Date: 6/11/2024



## Exhibit B: Legal Description for Parcels Recommended as Excess Lands

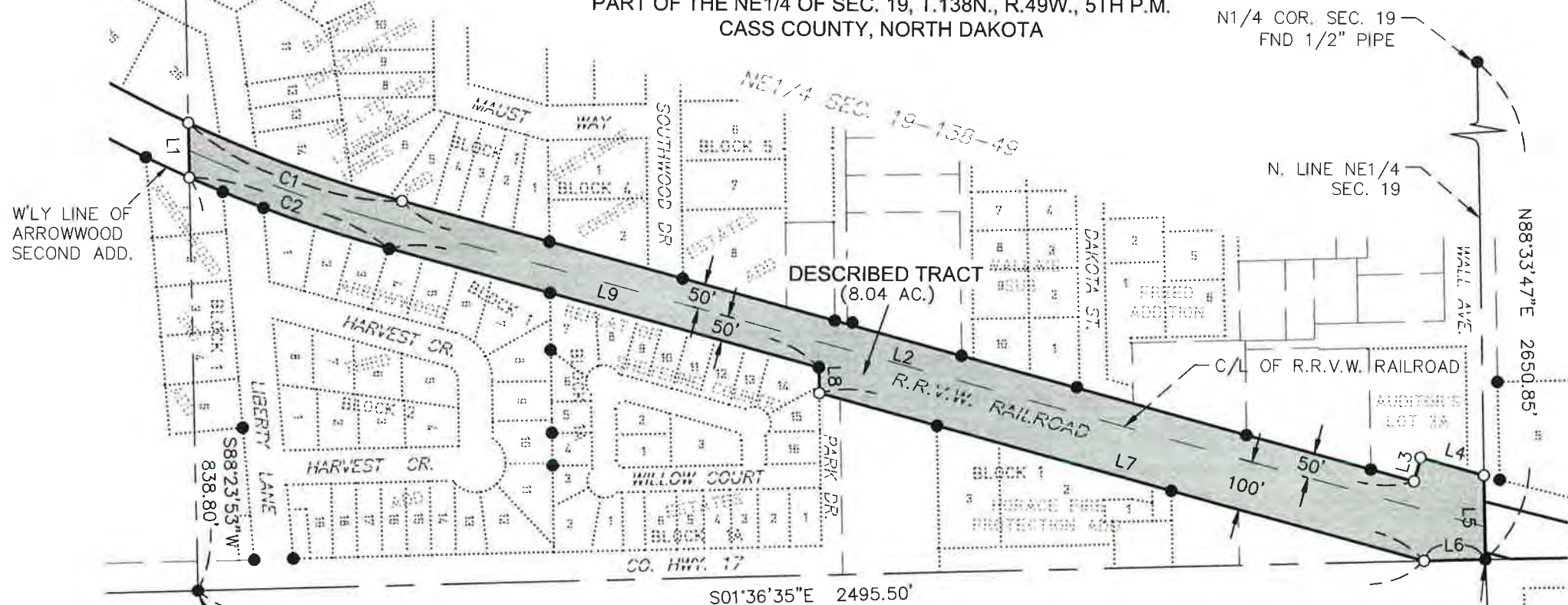
The legal description for OIN 7234 can be found in the attached Certificate of Survey. Note that this recommendation only includes the 5.33 acres associated with sections B, C, and D of the corridor.

The buyer will be responsible to produce a final survey for the parcels.



# CERTIFICATE OF SURVEY

PART OF THE NE1/4 OF SEC. 19, T.138N., R.49W., 5TH P.M.  
CASS COUNTY, NORTH DAKOTA



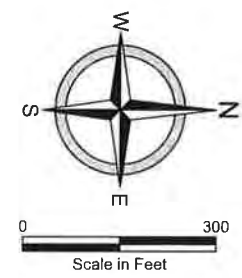
**NOTES**

1. BEARINGS AND DISTANCES SHOWN HEREON MAY VARY FROM PREVIOUS RECORDS DUE TO DIFFERENT MEASUREMENT METHODS.
2. ADJACENT PARCELS ARE SHOWN FOR REFERENCE ONLY AND MAY NOT REFLECT CURRENT OR COMPLETE OWNERSHIP LINES.

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	463.50'	2809.20'	9°27'12"	N19°54'54"E	462.97'
C2	430.90'	2909.20'	8°29'11"	S19°25'53"W	430.50'

Line #	Direction	Length
L1	S88°23'53"W	111.03'
L2	N15°11'18"E	2138.36'
L3	N74°48'42"W	50.00'
L4	N15°11'18"E	135.20'
L5	N88°33'47"E	170.78'
L6	S01°36'35"E	125.80'
L7	S15°11'18"W	1278.20'
L8	S88°43'34"W	52.14'
L9	S15°11'18"W	909.02'

E1/4 COR. SEC. 19  
FND SURVEY MARKER  
SPIKE W/4723 WASHER  
DOC. 3419 1654



BASIS OF BEARINGS:  
THE SOUTH LINE OF THE  
NE1/4 OF SECTION 19 HAS  
AN ASSIGNED BEARING OF  
S88°23'53"W

NE COR. SEC. 19  
FND SURVEY MARKER  
SPIKE W/4723 WASHER  
DOC. 3418



**LEGEND**

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153

SHEET 1 OF 4

**Certificate of Survey**

Part of the SE1/4 of Section 18, T.138N., R.49W., and  
Part of the NE1/4 of Section 19, T.138N., R.49W.,  
Cass County, North Dakota

PROJECT No.	21990
DATE:	01.31.22
REVISED:	11.29.22
DRAFTER:	AJS
REVIEWER:	CDH



# CERTIFICATE OF SURVEY

PART OF THE NE1/4 OF SEC. 19, T.138N., R.49W., 5TH P.M.  
CASS COUNTY, NORTH DAKOTA

## DESCRIPTION

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

Commencing at the southeast corner of said Northeast Quarter; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 838.80 feet to a point on the westerly line of ARROWWOOD SECOND ADDITION, according to the recorded plat thereof, said point also being on the easterly right-of-way line of the Red River Valley & Western Railroad, the point of beginning of the tract to be described; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 111.03 feet to a point on the westerly line of said railroad right-of-way; thence northerly 463.50 feet along the said westerly right-of-way line, and along a non-tangential curve concave westerly having a radius of 2,809.20 feet and a central angle of 09 degrees 27 minutes 12 seconds, the chord of said curve bears North 19 degrees 54 minutes 54 seconds East with a chord length of 462.97 feet; thence North 15 degrees 11 minutes 18 seconds East tangent to the last described curve and along said westerly right-of-way line a distance of 2,138.36 feet; thence North 74 degrees 48 minutes 42 seconds West continuing along said westerly right-of-way line a distance of 50.00 feet; thence North 15 degrees 11 minutes 18 seconds East continuing along said westerly right-of-way line, and the northerly extension thereof a distance of 135.20 feet to a point on the north line of said Northeast Quarter; thence North 88 degrees 33 minutes 47 seconds East along said north line a distance of 170.78 feet to the northeast corner of said Northeast Quarter; thence South 01 degree 36 minutes 35 seconds East along the east line of said Northeast Quarter a distance of 125.80 feet to a point of intersection with said easterly right-of-way line; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 1,278.20 feet to a point on the northerly line of A REPLAT OF THE FIRST REPLAT OF BLOCK SIX AND SEVEN OF SHEYENNE COUNTRY ESTATES ADDITION, according to the recorded plat thereof; thence South 88 degrees 43 minutes 34 seconds West along the northerly line of said plat, and along said easterly right-of-way line a distance of 52.14 feet; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 909.02 feet; thence southwesterly 430.90 feet along said easterly right-of-way line, and along a tangential curve, concave northwesterly, having a radius of 2,909.20 feet and a central angle of 08 degrees 29 minutes 11 seconds to a point on the south line of said Northeast Quarter, to the point of beginning.

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



SHEET 2 OF 4

### Certificate of Survey

Part of the SE1/4 of Section 18, T.138N., R.49W., and  
Part of the NE1/4 of Section 19, T.138N., R.49W.,  
Cass County, North Dakota

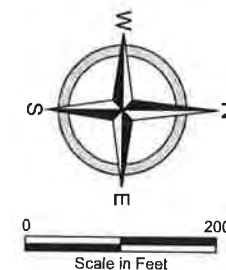
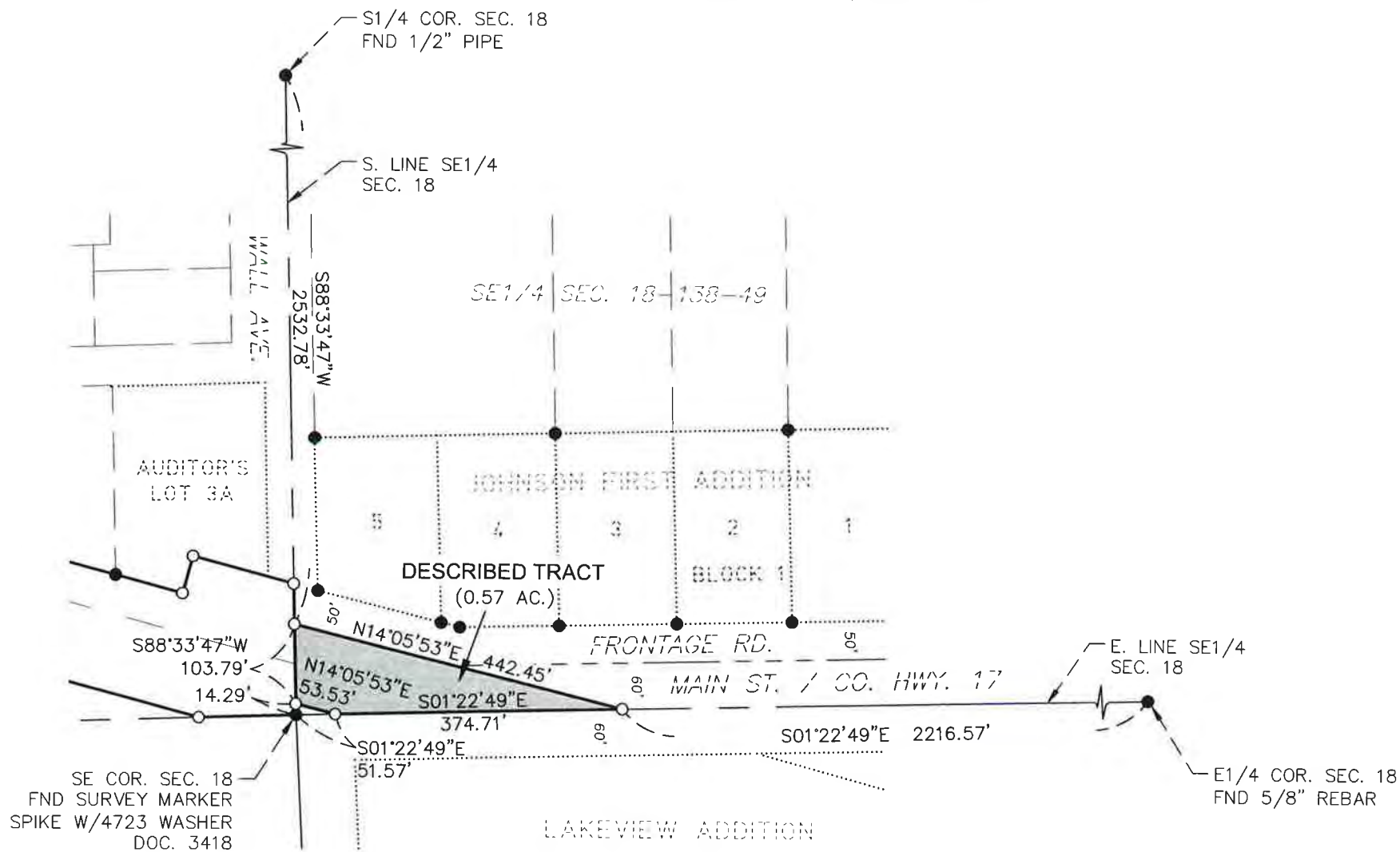
PROJECT No.	21990
DATE:	01.31.22
REVISED:	11.29.22
DRAFTER:	AJS
REVIEWER:	CDH





# CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF SEC. 18, T.138N., R.49W., 5TH P.M.  
CASS COUNTY, NORTH DAKOTA



BASIS OF BEARINGS:  
THE SOUTH LINE OF THE  
SE1/4 OF SECTION 18 HAS  
AN ASSIGNED BEARING OF  
S88°33'47"W

**LEGEND**

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153



SHEET 3 OF 4

**NOTES**

1. BEARINGS AND DISTANCES SHOWN HEREON MAY VARY FROM PREVIOUS RECORDS DUE TO DIFFERENT MEASUREMENT METHODS.
2. ADJACENT PARCELS ARE SHOWN FOR REFERENCE ONLY AND MAY NOT REFLECT CURRENT OR COMPLETE OWNERSHIP LINES.

**Certificate of Survey**

Part of the SE1/4 of Section 18, T.138N., R.49W., and  
Part of the NE1/4 of Section 19, T.138N., R.49W.,  
Cass County, North Dakota

PROJECT No.	21990
DATE:	01.31.22
REVISED:	11.29.22
DRAFTER:	AJS
REVIEWER:	CDH



# CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF SEC. 18, T.138N., R.49W., 5TH P.M.  
CASS COUNTY, NORTH DAKOTA

## DESCRIPTION

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

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

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

## CERTIFICATION

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



Aaron Skattum, R.L.S.  
N.D. License No. LS-6153



Date: March 1, 2023

State of North Dakota  
County of Cass

On this 1st day of March, 2023,  
before me, a Notary Public in and for said county and state, personally appeared Aaron Skattum, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



Notary Public, Cass County, North Dakota

**ALEX THIEL**  
Notary Public  
State of North Dakota  
My Commission Expires 11/01/2025

SHEET 4 OF 4

### Certificate of Survey

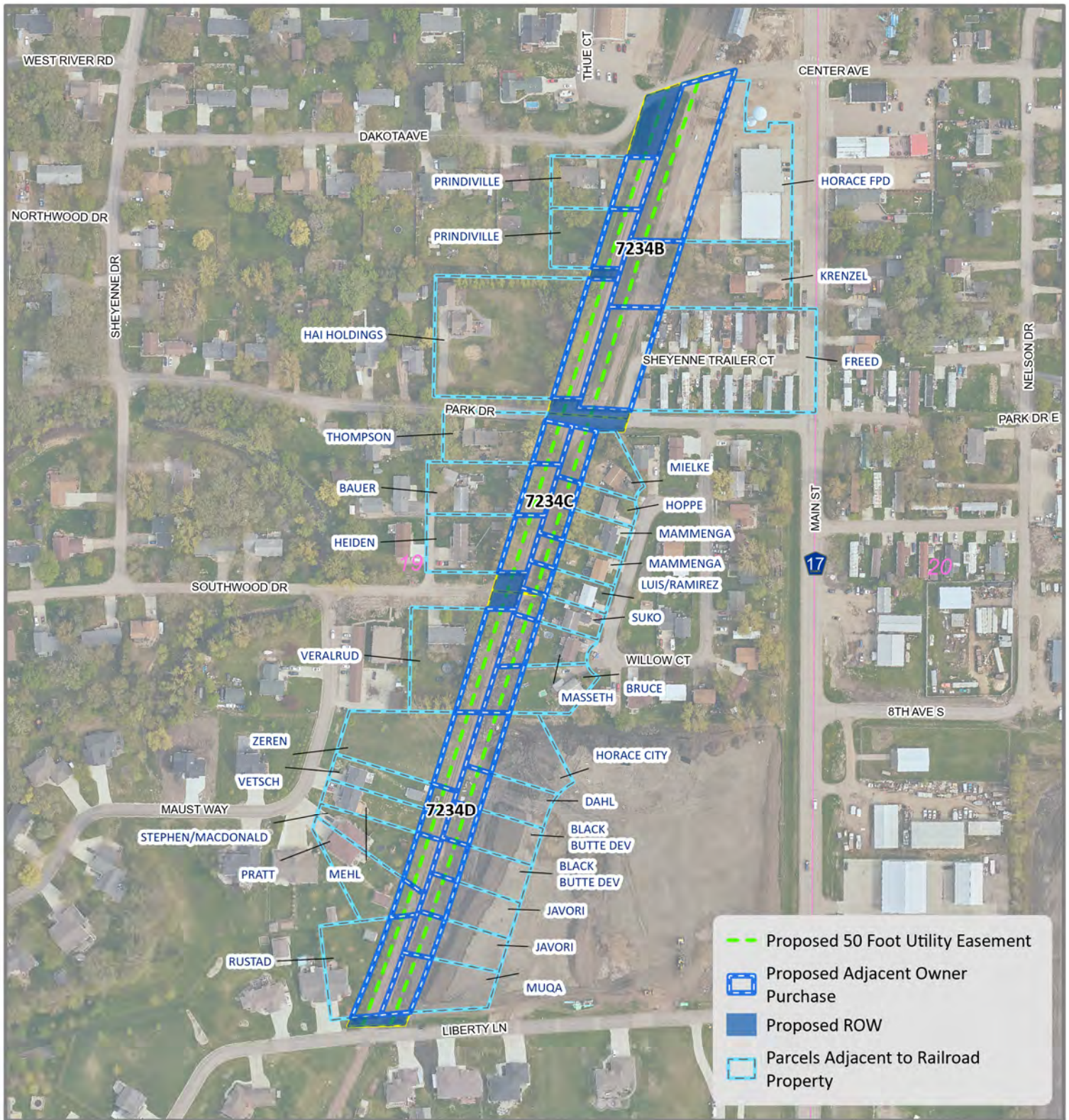
Part of the SE1/4 of Section 18, T.138N., R.49W., and  
Part of the NE1/4 of Section 19, T.138N., R.49W.,  
Cass County, North Dakota

PROJECT No. 21990  
DATE: 01.31.22  
REVISED: 11.29.22  
DRAFTER: AJS  
REVIEWER: CDH



## Exhibit C: Adjacent Owners for Parcels Recommended as Excess Lands

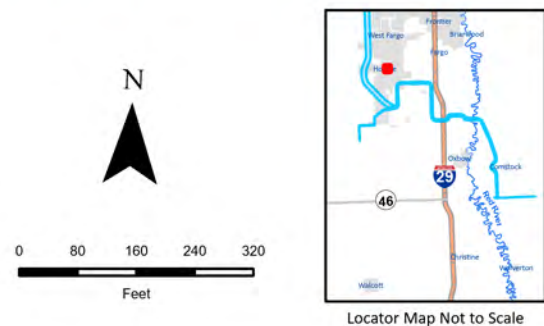




*Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.*

**All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.**

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCA\Horace Railroad\HoraceRailroad.aprx | Horace RR Sewer Easement w Adjacent Parcels



**OIN: 7234B, 7234C, and 7234D**  
**Owner: CASS COUNTY JOINT WATER RESOURCE DISTRICT**

**Cass County, ND**

FM AREA DIVERSION  
 Map Date: 11/8/2024





## Exhibit D: Declaration of Excess Land Form

I hereby declare that OINs 7234B, 7234C, and 7234D as noted in Exhibit A (the parcel) are deemed Excess Land and authorize the disposal of the parcels in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.



---

Jason Benson  
Executive Director

03/18/2025

Date



March 4, 2025

City of Horace, ND

RE: Sale of Old Railroad Property from Center Avenue to Liberty Lane

The Metro Flood Diversion Authority (Authority), via one of its member entities, the Cass County Joint Water Resource District (CCJWRD) is ready to dispose of the old railroad corridor property from Center Avenue to Liberty Lane in Horace. Please see the attached map exhibit outlining the property that the Authority desires to sell.

The Authority has received a proposal from the City of Horace to purchase this property for \$192,777. The Authority's Land Management Committee met on February 26 to review and consider the proposal from the City of Horace. The Committee requested that additional time be provided for the adjacent landowners to address potential interest in purchasing the property. The Land Management Committee intends to meet on March 26, 2025. The Authority has notified the landowners adjacent to the property and requested that they respond with a proposal by March 20, 2025. If the adjacent landowners provide a proposal to purchase the property, the Authority will likely follow its policy and sell the property to the adjacent landowners. If the City of Horace wants to work with the adjacent landowners to develop a mutually beneficial approach to purchasing the property, we would welcome your response by March 20, 2025.

Please note that per the Authority's excess land policy, the purchaser of the land will be responsible for closing costs, subdivision costs, rezoning fees, and other costs to complete the sale.

The Authority staff and our consultant team are available to provide information to you regarding the property. Also, please note that the Authority has been invited and plans to attend a meeting organized by the neighborhood on March 12, 2025, at 6pm at the Southern Valley Fire Department in Horace.

Thank you,

A handwritten signature in black ink that reads 'Jason P. Benson'.

Jason Benson  
Executive Director



March 4, 2025

Landowners Adjacent to Former Rail Corridor  
City of Horace, ND

RE: Sale of Old Railroad Property from Center Avenue to Liberty Lane

The Metro Flood Diversion Authority (Authority), via one of its member entities, the Cass County Joint Water Resource District (CCJWRD) is ready to dispose of the old railroad corridor property from Center Avenue to Liberty Lane in Horace. Please see the attached map exhibit outlining the property that the Authority desires to sell.

The Authority has received a proposal from the City of Horace to purchase this property for \$192,777. The Authority's Land Management Committee met on February 26 to review and consider the proposal from the City of Horace. The Committee requested that additional time be provided for the adjacent landowners to address potential interest in purchasing the property. The Land Management Committee intends to meet on March 26, 2025. If you and other adjacent landowners would like to purchase the property, we request your response by March 20, 2025. Please send responses to Eric Dodds ([eric.dodds@ae2s.com](mailto:eric.dodds@ae2s.com) or 701-793-7354). If no response is received by the March 20, 2025, deadline, we will consider that you are not interested in purchasing the adjacent parcel

Please note that per the Authority's excess land policy, the purchaser of the land will be responsible for closing costs, subdivision costs, rezoning fees, and other costs to complete the sale. The purchaser of the land is responsible for ensuring that the proposed land purchases will meet the City of Horace subdivision, zoning, and land use policies.

The Authority staff and our consultant team are available to provide information to you regarding the property, and we look forward to attending your neighborhood meeting on March 12, 2025, at 6pm at the Southern Valley Fire Department in Horace.

Thank you,

A handwritten signature in black ink that reads 'Jason P. Benson'.

Jason Benson  
Executive Director

March 12, 2025

To Whom It May Concern:

This letter is intended to inform the Diversion Authority of the intent and interest to buy the adjacent property to current landowners of section 7234B, 7234C, and 7234D. Please find the name, address, and signature of individuals below. We look forward to continuing this process to acquire the individual properties.

Signed,

NAME: Lyle Teren  
ADDRESS: 295 Maust Way  
SIGNATURE: [Signature]

NAME: Anthony (AJ) Krenz  
ADDRESS: 501 main St  
Horace ND 58047  
SIGNATURE: [Signature]

NAME: Mark & Dana Prindiville  
ADDRESS: 201 Dakota Ave  
Horace, ND 58047  
SIGNATURE: [Signature]

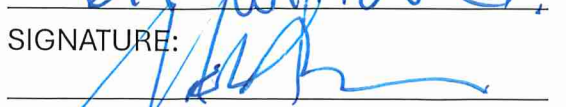
NAME: JD Hewson Danielle Thompson  
ADDRESS: 201 Park Drive  
Horace ND 58047  
SIGNATURE: [Signature]

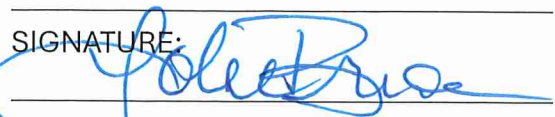
NAME: Terry & Peggy Helton  
ADDRESS: 202 Southwood Dr  
Horace ND 58047  
SIGNATURE: [Signature]


NAME: Cody Mammenga  
ADDRESS: 623 Willow Court  
Horace ND 58047  
SIGNATURE: [Signature]

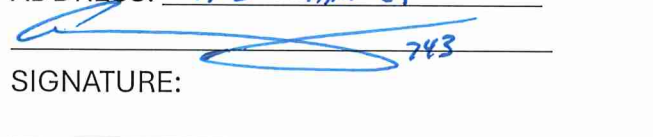
NAME: Roger Mammenga  
ADDRESS: 625 Willow Ct  
Horace ND 58047  
SIGNATURE: [Signature]


NAME: Dustin Hoppe  
ADDRESS: 627 Willow Ct  
SIGNATURE: [Signature]

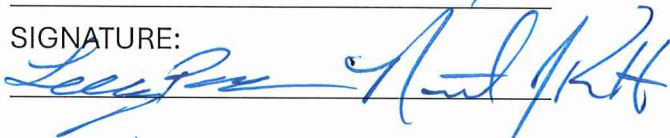
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ADDRESS: \_\_\_\_\_  
619 willow ct.  
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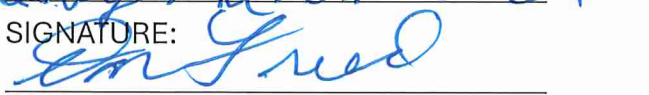
NAME: Jolene Baug  
ADDRESS: 6018 Willow Ct  
SIGNATURE: \_\_\_\_\_  


Alisha +  
NAME: Dawn MacDonald  
ADDRESS: 303 Maust Way  
SIGNATURE: \_\_\_\_\_  



NAME: Southern Valley Fire + Rescue  
ADDRESS: 413 Main St  
SIGNATURE: \_\_\_\_\_  



NAME: Calvin Mehu  
ADDRESS: 301 Maust Way  
SIGNATURE: \_\_\_\_\_  



NAME: Lacey + Nathanael Pratt  
ADDRESS: 305 Maust Way  
SIGNATURE: \_\_\_\_\_  



NAME: Dore Freese  
ADDRESS: 505 west River Rd.  
Shyenne Under Ct.  
SIGNATURE: \_\_\_\_\_  


NAME: Vivian Mielke  
ADDRESS: 628 Willow Court  
Vivian Mielke  
SIGNATURE: \_\_\_\_\_

NAME: Jessica Ramirez  
ADDRESS: 622 Willow Ct.  
Horace, ND 58047  
SIGNATURE: \_\_\_\_\_  
jmb.ramirez1322@gmail.com  


NAME: BRODCE Suko  
ADDRESS: 620 Willow Ct  
Horace, ND 58047  
SIGNATURE: \_\_\_\_\_  



NAME: Scott Bauer  
ADDRESS: 204 Southwood Dr  
SIGNATURE: \_\_\_\_\_  


NAME: Charlott Horsch  
ADDRESS: 208 Park Dr  
Horace, ND 58047  
SIGNATURE: \_\_\_\_\_  


NAME: Tim Veratnik

ADDRESS: 199 Southwood

Dr - Horque RD

SIGNATURE: 

NAME: \_\_\_\_\_

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# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Jodi A. Smith  
Cc: John Shockley, MFDA Legal Counsel  
Date: February 26, 2025  
Re: OIN 7234B, 7234C, and 7234D Excess Land Recommendation

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## RECOMMENDATION/ACTIONS NEEDED:

Approve the excess land recommendation for OINs 7234B, 7234C, and 7234D in the amount of \$192,777, which includes a variance to the Excess Lands Policy. This will authorize MFDA staff to proceed with the sale of OINs 7234B, 7234C, and 7234D to the City of Horace before offering the parcels to the adjacent landowners.

## BACKGROUND / KEY POINTS:

Per direction provided by the MFDA Lands Committee at the November 2024 meeting, the Lands Team has compiled the following information and made a recommendation for OINs 7234B, 7234C and 7234D.

One of the objectives of the Excess Land Policy is to maximize (when possible) the use of land acquired for the Project for public benefits to the greater Fargo Moorhead Community. The Excess Lands Policy, approved May 2022, Section 11.1 states:

The Member Entities have a further responsibility to protect the public interest in acquiring, managing, developing, and disposing of the property it acquires on behalf of the Authority. In this regard, the Member Entities must conduct all real estate transactions in the best interest of the Authority (and thus, the public at large) rather than that of the individual purchaser. In all transactions the Member Entities enter, there should be maximum benefit to the Authority, its operational requirements, and the broader community.

In 2023, in accordance with and pursuant to prior policy direction from the Cass County Joint Water Resource District (CCJWRD) and the Metro Flood Diversion Authority (MFDA), acquisition was completed of the CHS Elevator and underlying property rights, Red River Valley & Western Railroad operating rights, and a portion of BNSF Railway right of way near Horace, North Dakota.

BNSF Railway followed the North Dakota Century Code Chapter 49-09, which outlines the statutory process for abandoned railroad right-of-way sales priority purchasers:

When service is discontinued on any railroad right of way in the state and the property is offered for sale, lease, exchange, or other disposal by the railroad or an affiliated entity, the property must first be offered to the following persons in the order of priority as follows:

- a. The present owner or operator-lessee of fixed assets located on the property;
- b. A person owning land contiguous to the right of way on opposite sides of the right of way;
- c. A person presenting a reasonable plan for public recreational use of the abandoned property which includes the continuation of current private and public crossings; and
- d. The adjoining landowner if the adjoining land, at the time of abandonment, is assessed for tax purposes as agricultural land.

Certain property owners exercised their option to purchase the rail corridor from BNSF as outlined (in blue) in the exhibit below. Per the agreement with BNSF, the CCJWRD was obligated to purchase the remaining corridor as outlined in orange in the below exhibit.



Any reliance upon this map is at user's own risk. AEGIS does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary surveys. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\JM Area Division\012 Land: Program\Property Acquisition\024\Horace Railroad\HoraceRailroad.aprx | Horace Railroad



**OINs 7247 7248 7249**

In April 2024, the MFDA Lands Committee, CCJWRD and the MFDA Board approved the sale of OIN 7247, 7248 and 7249 as outlined in green below:



These events have taken place over the past year:

- The Survey team prepared a draft plat and survey certificates to split the rail corridor and develop legal descriptions for the parcels
- MFDA prepared a drafted plat and submitted plat to City of Horace for staff review
- The legal team prepared purchase agreements and quit claim deeds based on the survey information for each buyer
- The City of Horace completed the preliminary plat review
- The plat was approved by CCJWRD
- The final plat was submitted to City of Horace, and formal review and approval by City of Horace is ongoing

Following final plat approval, CCJWRD and the MFDA will ask The Title Company to obtain signatures and deposits from all buyers. Once all parties have completed this step, the plat will become effective. It is anticipated that the completion of the sale for OINs 7247, 7248, and 7249 will take place in April 2025.

**OIN 7234A & 7234B**

In July 2024, the MFDA Lands Committee, CCJWRD and the MFDA Board approved a variance for the disposal of OINs 7234A and 7234B based on direction provided by the MFDA Lands Committee at its June 28 meeting.

The specific variance to the Excess Lands Policy would include bypassing the steps from the policy presented below in underlined text.

5. MANNER OF DISPOSAL OF EXCESS LAND

5.1 The purchaser of Excess Land will be responsible for closing costs, as well as any necessary costs, subdivision costs, rezoning fees, and other costs to complete the sale or exchange.

5.2 Preference to Member Entities:

5.2.1 The Authority will give first preference of the sale of Excess Land to Member Entities. Upon the Authority's determination that Excess Land should be sold, it will first give written notice of intent to sell to the Member Entities, subject to any conditions in the original acquisition of the Excess Land. Should a Member Entity desire to retain the Excess Land for purposes consistent with its policies and procedures, it shall, within thirty (30) calendar days of receiving the notice of intent, provide written notice to the Authority of its intent to acquire the Excess Land. The Authority will transfer all obligations of the ownership and management of the Excess Land to the purchasing Member Entity upon receipt of funds equal to or greater than Market Value in accordance with standard real property sale procedures.

5.3 Preference to Prior Landowner: Section 5.3 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.3.1 The Authority or Member Entity will give second preference to the Prior Landowner. To carry out this principle, the Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Prior Landowner with a notice of intent to sell the Excess Land at Market Value and ask the Prior Landowner to provide written notice of their commitment to acquire the Excess Land at Market Value within thirty (30) calendar days from the date of the notice.

5.3.2 If there are multiple parties that make up the Prior Landowner and those parties do not want to collectively repurchase the Excess Land at the Market Value, priority shall be given to the Prior Landowner party that within the 30-day period offers to acquire the land for the highest purchase price at or above the Market Value.

5.3.3 If the Prior Landowner does not commit to acquire the Excess Land in the allotted timeframe, the Member Entity will offer the Excess Land to the Adjacent Landowner.

5.4 Preference to Adjacent Landowner: Section 5.4 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.4.1 The Authority, or Member Entity will give the third preference of the sale of

Excess Land to the Adjacent Landowners. To carry out this principle, the Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Adjacent Landowners with a notice of intent to sell the Excess Land at Market Value and ask the Adjacent Landowners to provide written notice of their interest in acquiring the Excess Land at the Market Value within thirty (30) calendar days from the date of the notice.

5.4.2 If there are multiple interested Adjacent Landowners, priority shall be given to the Adjacent Landowner that, within the 30-day period, offers to acquire the land for the highest purchase price above the Market Value.

5.4.3 If no Adjacent Landowners submit interest in acquiring the Excess Land in the allotted timeframe, the Member Entity will sell the Excess Land at a Public Sale.

#### 5.5 Public Sale:

5.5.1. Public Sale will be subject to a reserve price that is calculated based on current Market value. If the Excess Land cannot be sold for Market Value, the Executive Director will make a recommendation of the Authority to adjust the Market Value, sell the Excess Land at the most favorable offer received, or postpone the sale to a later date.

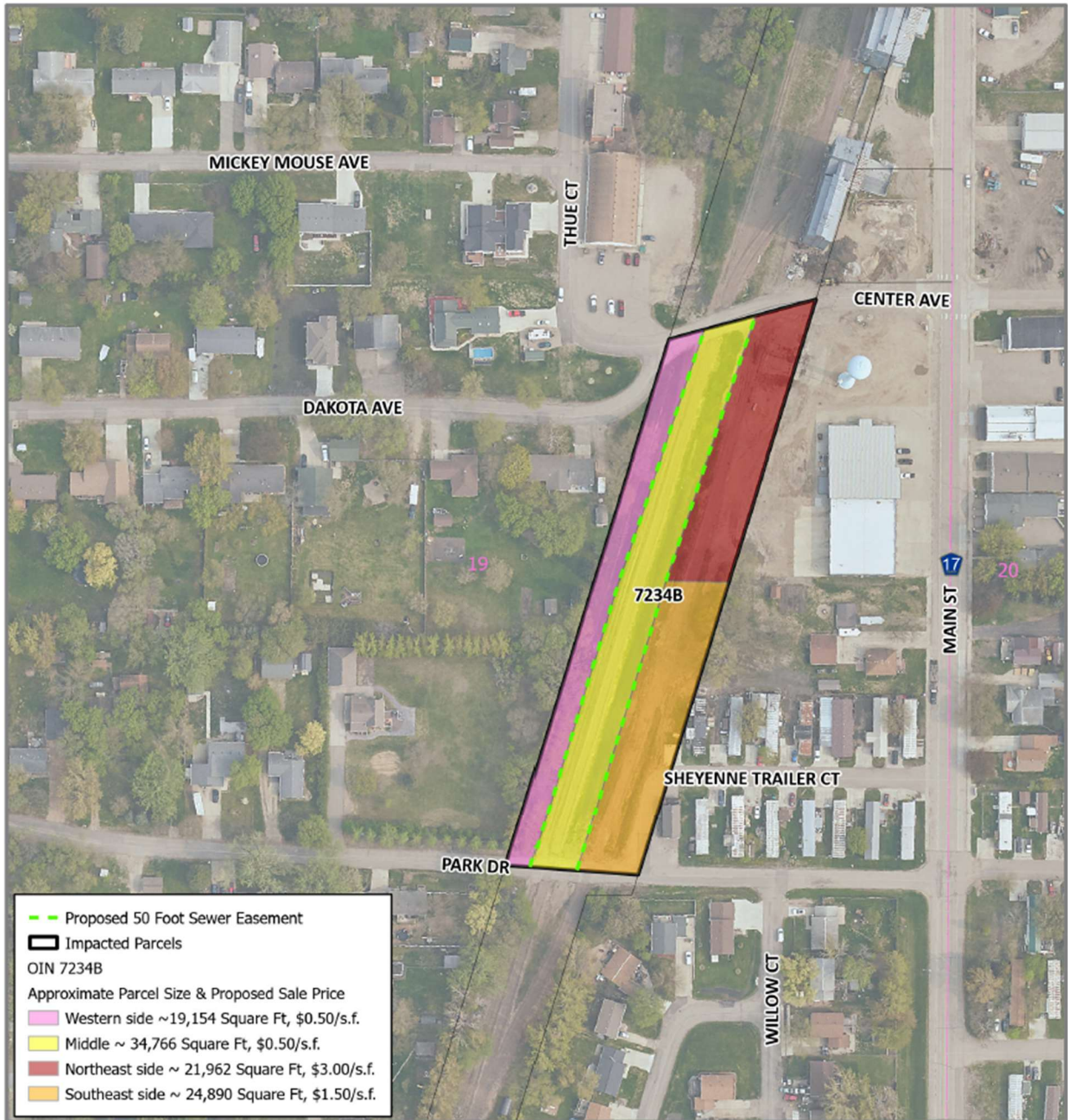
#### **OIN 7234C & 7234D**

At the November 2024 MFDA Lands Committee meeting, direction was sought by MFDA staff regarding the disposal of the old Horace railroad corridor known as OINs 7234B, 7234C, and 7234D. At this time, the MFDA Lands Committee was notified in a memo that the City of Horace wished to purchase a 50-foot-wide utility easement through these three parcels. The Lands Committee engaged in a discussion regarding communications from neighboring property owners and knowledge of their desire to purchase portions of the corridor. At that time, the City of Horace had not indicated if they desired to purchase fee acquisition or an easement. The Lands Team received direction from the Lands Committee to approach and work with the City of Horace regarding their recommendation to purchase either an easement or a fee acquisition with the preference of an easement so there is not an exception to the Excess Lands Policy.

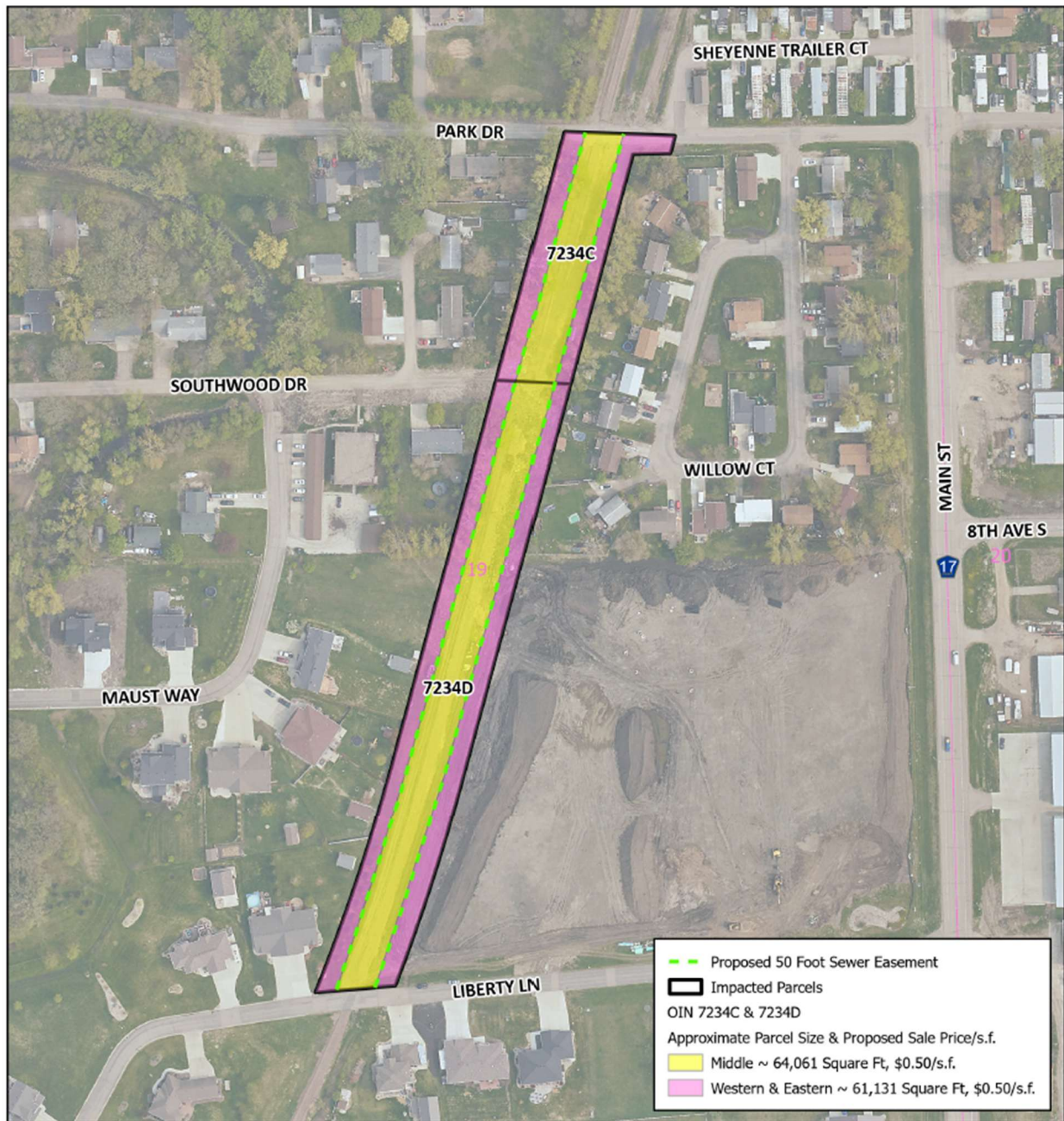
Following the November 2024 MFDA Lands Committee, communication was sent notifying the City of Horace that the Lands Committee would prefer granting a 50-foot easement. The City of Horace City staff stated the Horace City Council would take it under consideration at their January 6, 2025, City Council meeting. However, this item was not added to the January 6 agenda and the City of Horace stated it would then be added to the January 20, 2025, City Council agenda. Later, it was noted the January 20 meeting was canceled due to a lack of a quorum and that a special meeting would occur. Additionally, the City of Horace was interested in purchasing the rail corridor in fee simple versus an easement. The Horace mayor made a formal request to the MFDA of all the property owners who originally wanted to purchase the adjacent property but changed their minds once they found out the city's desire to encumber the property with an easement and discuss with them the city's intentions with the rail corridor if it buys it from the CCJWRD. This list was provided to the City of Horace on January 24, 2025. The MFDA was notified on January 29, 2025, that a special City Council meeting occurred approving the purchase of the rail corridor for \$192,777.

The proposed purchase price is outlined in the attached memo and is as follows:









Additionally, on January 29, 2025, the Lands Team was notified by an adjacent landowner via email that Jeff Trudeau, mayor of the City of Horace, noted the MFDA had little interest in selling this land as individual parcels to adjacent landowners due to potential legal fees. Clarification was provided to the landowner and the City of Horace stating:

“The Diversion Authority will not be making a ‘sales’ decision of the rail corridor based on legal fees as indicated in an email below.

“The Diversion Authority is taking into consideration the ability to sell the corridor in a fashion that would not create a patchwork of corridor throughout the city, making it difficult to manage.

We need to be able to maintain access to portions of the corridor that may not sell to a neighboring property owner due to lack of interest.

“The city has expressed interest in purchasing all of the corridor and recently had a meeting where the city authorized their legal counsel to work with the Diversion Authority on this sale. Attached is a memo that was provided to the city and the maps that outlined the option for them to consider purchasing a portion or all of the corridor.

“With that being said, the sale of the corridor to the city, without first offering it to the neighboring property owner, would require an exception to the Excess Lands Policy. Eric Dodds, included on this email, is working to schedule an MFDA Lands Committee meeting in February for consideration of this exception.”

### **Proposal from Horace**

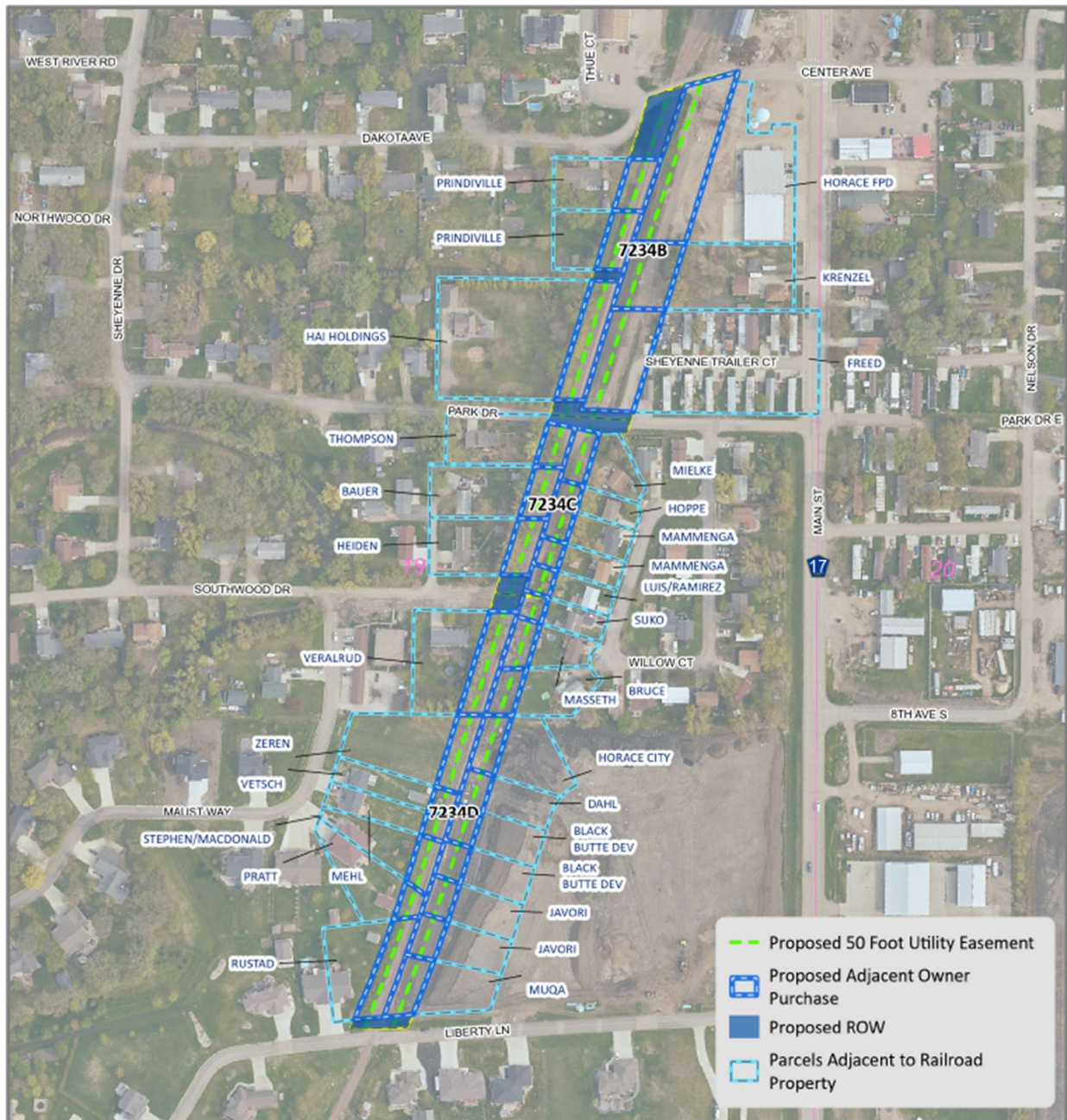
We have received a formal proposal from the City of Horace that has been approved through the Horace City Council and includes a purchase price of \$192,777 (further breakdown can be found in the attachment). Approving this proposal with the City of Horace would require a variance to the Excess Land Policy to allow selling the land directly to the City of Horace instead of pursuing individual sales with the adjacent landowners. With this approach, the recommendation is to require the buyer (the City of Horace) to complete all documentation and processes (survey, platting, zoning, etc.) necessary for closing. If the MFDA or CCJWRD was to sell the corridor to the adjacent landowners, the survey, platting, and rezoning process as well as developing individual purchase agreements would likely fall on the MFDA's responsibility, and this is not an insignificant effort.

As noted above and in other discussions with some of the adjacent landowners, several of the landowners would be interested in purchasing their portion of the property, but a few of the landowners are not interested in purchasing the property if it was encumbered by a city utility easement.

### **Sale to Adjacent Property Owner**

Below is an outline of the consideration for sales to adjacent property owners which would require for portions 7234C 7234D that approximately 20 property owners agree to the purchase of the portion of the rail corridor that abuts their property. Notably, 7234B can be sold at a public sale, as authorized by the MFDA Board in July 2024 and not directly sold to the City of Horace.





MFDA staff are concerned from a policy perspective regarding the potential for MFDA to own a patchwork of small parcels along this corridor that may need to be maintained for years to come. Based on Section 11.1 of the Excess Lands Policy, unless all property owners within OIN 7234C and 7234D are interested in purchasing the parcels immediately adjacent to their property the patchwork of property left for the MFDA to manage could become untenable.

**ATTACHMENTS:**

- Excess Lands Recommendation – OINs 7234 B-D

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Jason Benson, Executive Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: March 26, 2025  
Re: OIN 1899 Excess Land Recommendation

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## RECOMMENDATION/ACTIONS NEEDED:

Approve OIN 1899 (52.76 acres) to begin the process to dispose of the Excess Land per the Policy on the Disposition and Management of Comprehensive Project Lands.

## Background/Key Points:

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

## ATTACHMENTS:

- Excess Lands Recommendation – OIN 1899





# Memorandum

TO: Jason Benson

FROM: Jodi A. Smith

DATE: March 18, 2025

RE: Excess Lands Recommendation – OIN 1899, subject to Flowage Easement

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 1899 as Excess Land, subject to a flowage easement, and begin the process to dispose of the property following the Policy.

## 2. Pertinent Facts Regarding OIN 1899

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	52.76 acres

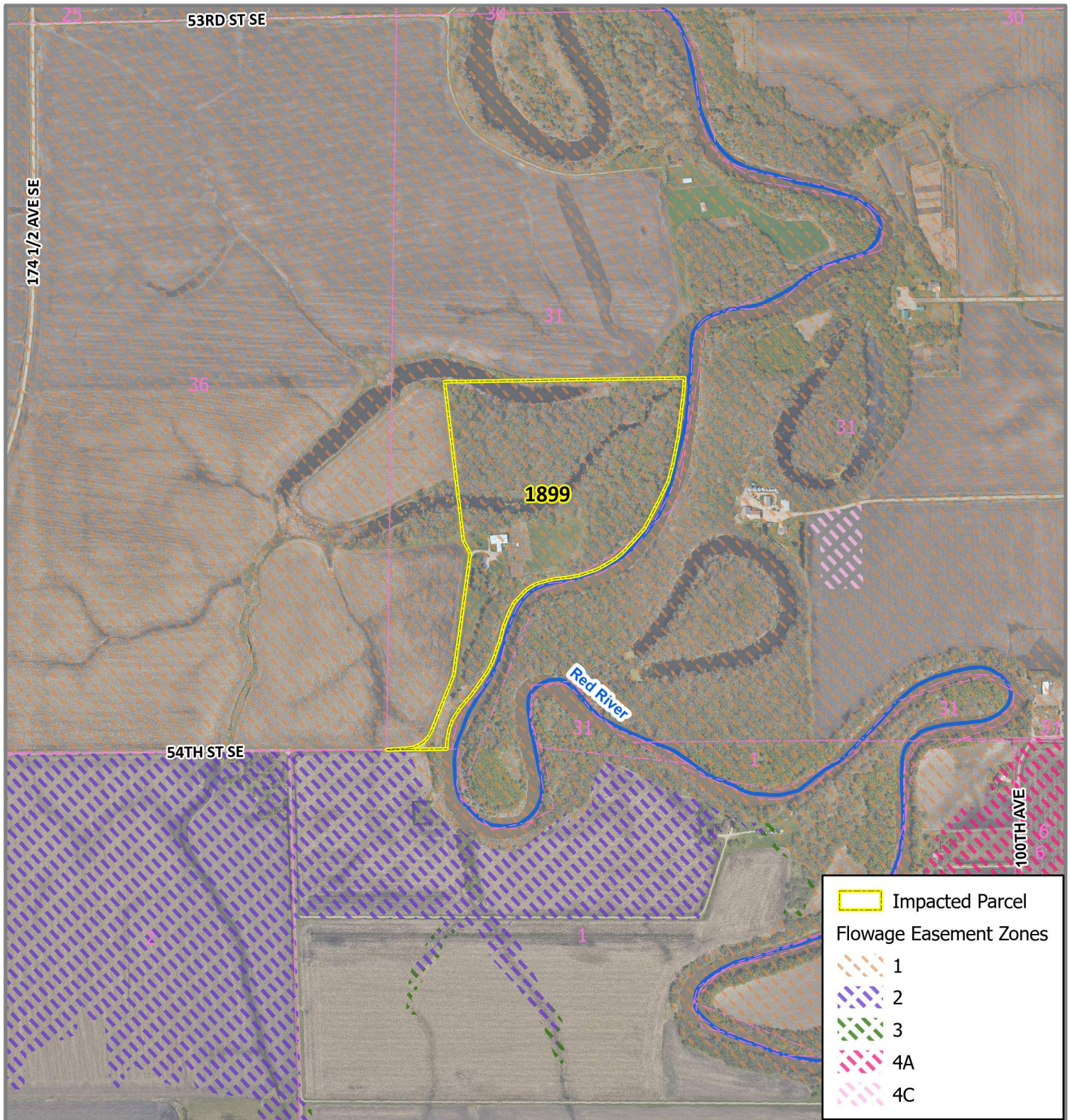
Narrative Description of Parcel(s)	<p>OIN 1899 is a heavily wooded parcel located along the Red River in the southeast corner of Cass County. The parcel has access from 54<sup>th</sup> St SE and the parcel boundary aligns with the center line of the driveway as described in Exhibit B. This parcel is in the Upstream Mitigation Area, Mitigation Zone 1.</p> <p>When acquired, the property had a rural residence, a large horse barn, several other outbuildings, and was home to multiple businesses that have been relocated.</p>
Purchase Date	December 15, 2022
Purchase Price	\$1,115,000
Proposed Sale Price	<p>\$275,000</p> <p>Based on roughly \$5,300/acre for flowage easement encumbered recreational land.</p>
Former Owner	Matthew & Kerri Longtine
Adjacent Owners	<p>OIN 1896 – Stanley &amp; Terri Anderson (In Eminent Domain)</p> <p>OIN 1897 – Irene Backlund</p> <p>OIN 1830 – Richard Willem</p> <p>OIN 1451 – Stuart &amp; Laverna Ystebo LLLP (In Eminent Domain)</p> <p>OIN 1826 – Larry &amp; Judith Ness</p>
Property Management Approach	This parcel has been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	The property taxes on OIN 1899 for 2024 were \$5,541.78
Relation to Construction	This parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a Zone 1 flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

### 3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1899 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands

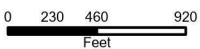




Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



Locator Map Not to Scale

**OIN: 1899**  
**CASS COUNTY JOINT WATER RESOURCE DISTRICT**  
**Parcel ID: 57-0000-10219-020**  
**Cass County, ND**

FM AREA DIVERSION  
 Map Date: 3/18/2025





## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the O&E Report dated July 6, 2020


**Legal Description:**

All of Government Lot 7 and that part of Government Lots 3 and 4 lying East of the following described line, in Section 31, Township 137 North of Range 48 West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, said line is described as follows:

From the Southwest corner, existing iron monument, of Section 36, Township 137 North of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, bear North 90°00'00" East (assumed bearing along the South Line of said Section 36 for a distance of 5286.44 feet to the Southeast corner of said Section 36 also the Southwest corner of Section 31, an iron Monument, Township 137 North of Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota; thence bear North 90°00'00" East for a distance of 157.91 feet to an iron monument the Point of Beginning of the line herein described, said Point of Beginning is also the point of curvature of a circular curve of radius 197.95 feet and delta angle 66°35'09"; thence easterly and northeasterly along said circular curve, the approximate centerline of the existing access road, for a distance of 230.05 feet to an iron monument the point of tangency with a line that has a bearing of North 23°24'51" East; thence North 23°24'51" East along said line, the approximate centerline of the existing access road for a distance of 240.03 feet to an iron monument, the point of curvature of a circular curve of radius 886.69 feet and delta angle of 14°46'46"; thence northeasterly along said circular curve, the approximate centerline of existing access road for a distance of 228.72 feet to an iron monument the point of tangency of a line having a bearing of North 08°38'05" East; thence North 08°38'05" East along said line, the approximate centerline of the existing access road, for a distance of 901.97 feet to an iron monument; thence North 25°49'58" West for a distance of 112.49 feet to an iron monument; thence North 05°58'44" West for a distance of 396.47 feet to an iron monument; thence North 06°34'44" West for a distance of 705 feet, more or less, to the North line of said Government Lot 3 and there terminating.

## Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1899 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

  
\_\_\_\_\_  
Jason Benson  
Executive Director

03/18/2025  
\_\_\_\_\_  
Date

# Memorandum



To: Chair Grindberg & Members of the Metro Flood Diversion Board of Authority

From: Jason Benson, Executive Director

Date: March 27, 2025

Re: MFDA Cost of Living Adjustment (COLA) Recommendation

The Metro Flood Diversion Authority at their May 23, 2024, Board meeting approved transitioning MFDA staff from the MFDA employee manual to the Cass County personnel manual. As part of this motion, there was a stipulation that the MFDA staff will be treated fairly and without any negative impact as they transition to the Cass County personnel manual. However, the MFDA employee manual stated, "Annual cost-of-living adjustment (COLA) increases occur on the employee's anniversary date and will generally follow the Social Security Administration's guidance, along with other relevant factors.", but the Cass County Employee Handbook states that any COLA will be part of the annual budget development cycle.

At the June 27, 2024, meeting, the MFDA Board approved to provide the 3.2% COLA to the employees on their anniversary dates in 2024 and in 2025 employees will follow the Cass County employee manual process.

However, this topic was raised at the November 5, 2024, MFDA Planning Committee meeting in conjunction with the compensation study. During this discussion, it was suggested that since the MFDA was made up of multiple local municipalities, much like the Red River Regional Dispatch Center (RRRDC), that the MFDA should follow the same or similar COLA calculations as the RRRDC. The MFDA Planning Committee approved the deferral of the MFDA staff COLA determination until the compensation study was completed.

After reviewing the COLAs for the various local municipalities, below is a summary of those.

Year	Social Security	City of Fargo	Cass County	City of West Fargo	City of Moorhead	Clay County	RRRDC	Average
2025	2.5%	-	2.5%	2.5%	6.0%	3.0%	3.0%	3.40%
2024	3.2%	2.0%	3.0%	4.0%	3.0%	3.0%	3.7%	3.12%
2023	8.7%	3.5%	4.0%	4.0%	3.0%	4.0%	4.0%	3.75%
2022	5.9%	3.5%	5.1%	4.0%	3.0%	2.0%	-	3.52%
2021	1.3%	0.0%	0.0%	1.0%	2.25%	3.0%	-	1.25%

As you can see from the table, there is variability between the various municipalities. However, Cass County appears to be closest to the average of all the municipalities.

Comparing the existing MFDA staff salaries to the salary ranges from the recently completed Classification & Compensation Study, the MFDA staff will not be eligible for COLA increases for the next few years. However, these COLA increases will continue to adjust the salary ranges upward and will bring the MFDA staff salaries back into the various salary ranges.

**Recommended Action:** Move to approve the MFDA follow the Cass County Employee Handbook for COLA in 2025 and future years.



Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION CONFIRMING NOMINATION OF THE AUTHORITY’S  
MEMBER TO SERVE ON THE TECHNICAL DISPUTE REVIEW BOARD  
CREATED BY THE PROJECT AGREEMENT**

**WHEREAS**, Part 2 of Exhibit 21 of the Project Agreement dated August 19, 2021, between the Metro Flood Diversion Authority (the “Authority”) and Red River Valley Alliance (the “Developer”), as amended (the “Project Agreement”), establishes the Technical Dispute Review Board and the Financial Dispute Review Board, and sets forth each board’s member composition; and

**WHEREAS**, each Dispute Review Board will consist of one (1) member selected by the Authority, one (1) member selected by the Developer (the “Wing Members”), and a third member to be the Chair selected by the Wing Members in accordance with Section 1.8 (Nomination and Approval of Third Member) of Part 2 of Exhibit 21; and

**WHEREAS**, all members of the previously established Technical Dispute Review Board resigned their positions in February 2025, leaving all positions vacant; and

**WHEREAS**, the Authority and Developer agreed that it was in the best interests of the parties to select new members for the Technical Dispute Review Board; and

**WHEREAS**, pursuant to Exhibit 21 of the Project Agreement, the Executive Director has nominated the Authority’s one (1) member of the Technical Dispute Review Board, subject to the consent of the Diversion Authority Board; and

**WHEREAS**, the Authority’s General Counsel has performed the appropriate due diligence to verify that Chirs Kane, P.E., J.D., possesses the requisite expertise, education, and experience to serve on the Technical Dispute Review Board as required by the Project Agreement; and

**WHEREAS**, Chris Kane’s CV is attached to this resolution as **Exhibit A**; and

**WHEREAS**, the Executive Director requests the consent of the Diversion Authority Board to appoint Chris Kane as the Authority’s member of the Technical Dispute Review Board.

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

1. Nomination. The Diversion Authority Board hereby nominates Chris Kane, P.E., J.D., President of P3 Collaborative, LLC, Princeton, New Jersey, as its member to serve on the Technical Dispute Review Board, in accordance with Part 2 of Exhibit 21 of the Project Agreement.
2. Authorization to Execute Engagement Letter. The Executive Director and Chair are authorized to execute the engagement letter of Chris Kane, P.E., J.D., subject to any changes deemed necessary by the Executive Director and General Counsel.

3. This Resolution shall take effect immediately upon adoption.

Dated: March 27, 2025

**METRO FLOOD DIVERSION  
AUTHORITY**

APPROVED:

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Tony Grindberg, Chair

ATTEST:

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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 were absent and not voting: \_\_\_\_\_. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.



## EXHIBIT A

Resume

### Christopher Kane, P.E., J.D.

*President and Principal Consultant, P3 Collaborative LLC*



#### Education

B.S. United States Military Academy, West Point

J.D., George Washington University Law School, DC

#### Certifications

Registered Professional Engineer Va. (#09595)

Member of the Bar, District of Columbia, Virginia, Pa., NJ

Certified Mediator, Arbitrator and DRB Member

#### Training

Lincoln Institute of Land Policy, Resolving Land Use Disputes

AAA Advanced Training in Mediation and Arbitration

Dispute Review Board Member Training DRBF

Harvard Prog. on Negotiation, Negotiation for Sr. Executives

#### Memberships & Affiliations

American Society of Civil Eng's

American Bar Association

American Arbitration Assoc.

#### Years of Experience

45 Years

Location - Princeton, NJ

Phone - 609-802-6506

Email -

chris.kane@p3collaborative.com

#### OVERVIEW

**Chris Kane** is a top West Point graduate, a registered professional engineer, and a licensed attorney with over 45 years of experience in commercial contracts, engineering, construction and development. He has been a contract administration manager, business executive, general counsel, procurement advisor, executive consultant, arbitrator and mediator for top industry companies and public owners. He has been involved in agreements for over \$10 billion in capital projects including design, design-build, construction, design-build-operate, design-build-finance, and public-private partnerships for transit, highway, water, and energy infrastructure.

As an accomplished mediator and conflict resolver, he has helped negotiate many complicated transactions and settled numerous complex technical, legal and contractual disputes on design, construction, operation, finance and environmental matters. He has extensive experience dealing with all methods of dispute resolution including mediation, arbitration, dispute review boards, advisory opinions, structured negotiations, joint fact finding, consensus building and litigation. He taught Mediation at William and Mary Law School.

#### PROFESSIONAL EXPERIENCE

**P3 COLLABORATIVE LLC, *President*** (4/09 to Present) Princeton, NJ – Washington DC. Multi-disciplinary advisors to project participants, providing project structuring, financing, contract negotiations, and conflict resolution for rail, transit, water, energy and highway projects. Senior change manager Gateway Hudson Tunnels; Procurement advisor on build-finance toll road P3; Contracts trainer and course developer for US Dept. of Commerce; Peer Review on Eagle P3 Transit Procurement.

**AECOM, *Sr. VP to Corporate Vice President, Asst. G.C., Head of Integrated Delivery*** (5/12 to 12/18) Arlington, Va. Corporate legal head of integrated project delivery contracting for infrastructure projects. Supported public-private partnerships pursuits including: \$1B bridge replacement program; \$2B managed lane and toll road project and \$4B in transit projects; Led negotiations for design-build-operate and design-build-finance contracts for water and wastewater treatment projects.

**URS/WASHINGTON GROUP, *Vice President, Project Development*** (11/01 to 4/09) Princeton, NJ. Legal/Contracts member of development team, pursuing integrated project opportunities and negotiating project agreements for highways, transit, water resources, and airports. Co-Lead negotiator for \$2B Dulles Metrorail project.

**RAYTHEON INFRASTRUCTURE, INC. *Vice President & General Counsel*** (7/99 to 11/01) Princeton, NJ. Managed legal and contracts staff. Served as general counsel and corporate secretary for subsidiary, 21<sup>st</sup> Century Rail Corp. on NJ Transit's \$1.8B Hudson Bergen Light Rail, Design-Build-Operate-Maintain (DBOM).

**LAW PRACTICE -BASTIANELLI, BROWN & KELLEY; LYON AND MCMANUS**, (1986 to 1999) Washington, D.C. Partner in law firms specializing in government and construction contracts. Expertise focused on owner representation of public and private utilities on procurement, contracts and dispute resolution.

**U.S. ARMY CORPS OF ENGINEERS, *Military Service, Lt. to Captain***, (Ft. Belvoir, VA and Ft. Lewis, WA). Managed military construction units on various civil works projects in the Pacific Northwest including roads, airfields, parks, waterways and environmental projects. Worked on Engineering Development Projects.



## **REPRESENTATIVE PROJECTS**

**Gateway Hudson Tunnel Projects, \$5B Core and Shell Contracts, PANYNJ, Senior Change Manager/Claims Specialist, (March 2024 – Dec. 2024):** Member of the MPA Delivery Partner team supporting major contracts on this critical infrastructure project. Participant in technical evaluation of 5 proposals for first tunneling contract. Set up systems on first two contracts for changes, claims prevention, and early dispute resolution, assisting implementing individual Dispute Resolution Boards (DRB).

**Metro. Washington Council of Governments, County Resiliency Authority Creation. (June 2023- 2024)** Part of team conducting feasibility study for establishing a Implementation Grant Center to distribute available agency funding, loans, or awarded grant money directly and legally to residents, entities, or businesses. Responsible for on-call legal services to help create agreements and mechanism to leverage existing partnerships, entities, and existing financial funding mechanisms to implement climate action solutions.

**New Jersey Transit Corporation, Capital Program Manual Revisions, Project Delivery Expert (HKA Global), Newark NJ (Feb. 2022 to Feb. 2024):** Engaged as technical expert in alternative project delivery procurement and contracting within Federal and State legal framework. HKA team was engaged to revise capital program manual and incorporate alternative project delivery, including design-build and other approaches. Contract included review of laws/regulations and best practices.

**Contracts and Legal Advisor –Commercial Law Development Program (CLDP), OGC U.S. Department of Commerce, Training Programs (June 2020 through September 2022):** CLDP program series provides training to international government organizations and Public Sector Attorneys in developing countries on how to develop, procure, finance and manage infrastructure contracting and public-private partnership projects. Developed training for P3 Pre-Feasibility and Feasibility Studies; PPP Project Agreements; and 120-hour Executive Training Program Development.

**Gilcrease Expressway, Build-Finance Project, Transaction Advisor, Oklahoma (Feb 2019 to April 2020):** Legal and contract advisor to the managing contractor of a \$250M toll road project, requiring \$125M financing through a private activity bond issuance. Assisted in all aspects of procurement, engagement of legal, insurance, financial advisers, and negotiations of project agreements. Financial Close 2020.

**Legal Consultant – Client: AECOM/The Transit Cooperative Research Program of TRB, TCRP Project J-05/Topic 18-04, “Joint Development Agreements Using FTA Funds or FTA-Funded Assets”, (June 2019 to January 2021):** Senior expert consultant on team that produced this legal research digest (LRD) intended to assist transit agencies in navigating the FTA-assisted joint development (JD) process for transit-oriented development (TOD), to help them avoid any legal challenges or complications as part of that process. The digest also provides a catalog of best JD/TOD practices, and Chris was primarily responsible to produce model key provisions and model agreements that transit agencies can tailor to their own specific needs and situations. Pub. August 2021.

**Project Counsel, Water and Wastewater Design-Build Projects:** McLoughlin Point Wastewater Treatment Plant, Design-Build-Finance (DBF) Contract, BC - Project counsel for \$250 million contract for new wastewater treatment plant; Woonsocket Water Treatment Plant, Design-Build-Operate (DBO) Contract, RI - Company negotiator in joint venture for new \$60 million water treatment plant with 20-year operating agreement; Stockton Wastewater Plant, Design-Build Contract Negotiation, Calif. – Project Counsel during proposal, selection and negotiation of \$100M progressive design-build agreement.

**Project Development Counsel (AECOM):** National Western Center District Energy System, Denver, Colorado (2018) Chris assisted in the project team structuring and joint venture for the design-build proposal to deliver a low carbon district energy P3 concession solution to a major brown field development. The project uses sewer heat recovery to provide over 90% of the annual district heat load and was the largest of its type at the time of construction.

**Dulles Metrorail P3, WMATA Silverline, Lead Contracts Negotiator, Virginia:** As Vice President for Project Development at Washington Group, helped manage contract development and negotiations with Virginia Agencies for Dulles Metrorail project agreements over an 8-year period for system extension. Co-lead negotiator of initial \$65M Comprehensive Agreement (CA) including PE, utilities relocations and right-of-way development and for the \$1.7B Design-Build Contract executed in 2007 for the first phase of the project.

**Denver Regional Transit District, Eagle P3 Project, Colorado, Procurement Peer Review:** Transit agency representative on a 3-member peer review panel of industry experts. Conducted a due diligence review of procurement strategy and contract documents for transit agency’s Board prior to the bidders’ final P3 proposals.



### **REPRESENTATIVE PROJECTS (cont.)**

**Houston METRO Light Rail P3 Project, Houston, Texas, Lead Contracts Negotiator:** Contracts lead for drafting and negotiation of \$75M innovative Facility Provider Agreement (FPA) for development of \$2B new light rail system, which finalized in a period of 4 months. The FPA outlined the framework for project delivery approach and development services. As lead negotiator, coordinated efforts of remediation, finance, design, construction and operations teams, working closely with Metro's lead negotiators and counsel.

**Hudson-Bergen Light Rail Transit System, DBOM, Vice President General Counsel, 21<sup>st</sup> Century Rail Corp., New Jersey Transit:** Officer on \$1.8B Design-Build-Operate-Maintain (DBOM) transit project. Oversaw the contracts, contract administration, labor and legal matters during phase I construction completion, initial start-up and operations. Contract design and construction of the capital component, railcar supply and maintenance contract, a 20-year operations and maintenance responsibility. Oversaw contract administration, changes, insurance and liability issues.

**Pinon Pine IGCC Project, Sierra Pacific Power Company, Contracts and Procurement Advisor:** Provided procurement advisory services over six years to Nevada utility in developing contract document and dispute resolution mechanisms for \$300 million DOE Clean Coal Technology Project. Assisted in successful resolution of multi-million dollar claims through stepped negotiations, mediation and arbitration.

**Project Officer, U.S. Army Corps of Engineers, Washington State:** Flood Control Project Columbia River. Repaired breach of 30-foot compacted earth levy following extensive storm flooding along the Columbia River and restore pasture and recreation areas; Shore Erosion Control Project, Hood Canal. Placed large, quarried rock (rip rap) from Olympic National Park to provide shoreline erosion control on Hood Canal to protect a Scout Camp; Wetlands, Watering and Dewatering Project. Provided internal drainage/waterway system, installing pumping stations for water retention control to preserve wetlands at the Ridgefield Wildlife Refuge.

### **DISPUTE RESOLUTION EXPERIENCE**

**Dispute Resolution Boards, Program implementation, Gateway Hudson Tunnel Project (March 2024 – present) -** Change Manager for the PANYNJ, the executing partner, responsible for initial board member selection list and process, collaboration with contractor partner, development of DRB operating procedures and planning of an all-day training sessions for GDC and PANYNJ participants.

**Senior Mediator, Environmental Collaboration and Conflict Resolution Services, US Environmental Protection Agency -** Conducts situation assessments, convening and design conflict or dispute prevention, management, or resolution processes. Matters have included: mediation planning between a tribal community and a coal fired power plant regarding ground water pollution and air emissions concerns; and an underserved community with no permanent water or wastewater system and complications from location in a flood hazard zone.

**Planned Early Conflict Resolution for Mega-Projects, Program Developer and Facilitator (December 2021):** Based on numerous mega-transit project experiences and case studies, industry participants were assembled to discuss best practices and lessons learned in dispute avoidance and collaborative resolution processes on mega-projects.

**Advisory Opinions, \$1 billion Energy Project Owner/Contractor Contract Dispute -** Provided 2 non-binding advisory opinions accepted by both parties on multi-million dollar claims on construction of power plant project involving differing site conditions, subsurface unknown contamination, design defects, and scheduling delays.

**Mediator, Court Referred Mediation from Site Contamination Litigation -** Dispute arose over contaminated gas station sale involving licensed state remediation professional, following remediation and continuing soil and ground water contamination following gas station site in New Jersey by a major oil company to a local developer.

**Mediator, Storm Water Runoff Dispute -** Court mandated mediation of a highly contested storm water run-off dispute involved a residential multi-family development with a storm water management plan and local governmental approvals which caused increased run-off damages to downstream farmers.

**Expert Neutral Factfinder, TEC Coal Gasification Combined Cycle Power Project, FLA -** Third party neutral requested to provide project review including design defects, scheduling, owner furnished equipment and labor productivity for construction of a \$250 million "state of the art" coal gasification power plant.



### ***DISPUTE RESOLUTION EXPERIENCE (CONT.)***

**Sierra Pacific Power's Dispute Resolution Advisor, Clean Coal Technology Combined Cycle Power Plant, NV** - Developed structured multi-step dispute resolution process on a \$300 million coal gasification, clean coal power project between utility, CM and designer. \$40 million in disputes successfully resolved.

**Arbitrator, Municipal Wastewater Treatment, P3 Operating Contract Dispute** - Arbitrator on a 3- member panel on a multi-million dispute over measurement of total suspended solids and biological oxygen demand for sewage treatment plant operation performance. Innovative process during the hearing included "hot tubbing" of experts with joint presentations and direct cross questioning.

**Arbitration Panel Member** – Served on 3-member Panel in multi-million dollar multi-family residential development project involving a dispute including delays, permitting issues and a valuation claim between project developer and contractor.

**Mediator, Gas Field Water Transmission Line Failure** - Mediator of multi-million dollar disputes between gas developer and pipeline contractor of alleged material defects, design errors and construction defects, on construction of a water pipeline supporting a gas drilling involved disputing technical experts.

**Mediator, Welding Deficiencies, Delay and Contract Termination Claims** – Mediation of a \$7 million complex construction deficiency and contract termination matter, involving welding and piping deficiencies, non-destructive testing and project delays, on a gas compressor station.

**Orlando Utilities Commission, C.H. Stanton Energy Project, Unit 1 Claim Resolution** - Provided both legal and technical advisory services for the owner in an \$18 million mechanical contractor claim on a coal fired power plant. Helped in structuring a negotiating process which resulted in a settlement after a 12 month process.

**Processing Plant Design and Construction** - Mediator on successful resolution of a \$4 million dispute between food manufacturer and design-builder on changes and performance failures in the finished construction; Disputes involved the quality and potential contamination of insulated coated paneling of the rooms, ventilation capacity of the food hood exhausting system.

**Advocate in Structured Negotiations, Orlando Energy Project, Claim Resolution** - Provided both legal and technical advisory services for the utility owner in a complex \$18 million delay and inefficiency claim by the mechanical contractor on a coal fired power plant. Assisted in structuring a negotiating process which resulted in a settlement without filing of litigation after a 12 month process.

**Arbitrator on 3-member panel** for a \$2 million multi-family residential development project involving a dispute including a valuation claim between developer and general contractor.

**Mediator** in successful settlement of construction dispute between State of New Jersey and general contractor involving claims on construction contract for a State water treatment plant.

**Legal Counsel to Public Utility in Structured Negotiations, \$500M Energy Project, Claim Resolution** - Provided both legal and technical advisory services for the utility owner in a complex \$18 million delay and inefficiency claim.

### ***TEACHING AND PRESENTATIONS***

**William & Mary Law School**, Adjunct Professor 2020 and 2021, Mediation Course 722;

**George Mason Univ.**, Graduate School in Public Private Partnership Policy, Lecturer "Delivering Water Infrastructure with Public Private Partnerships (P3s)", November 2016;

**Columbia Univ., School of Engineering, Master's Program in Const. Admin., NYC** –Lecturer on "Public Private Partnerships for Financing & Developing Infrastructure Projects" Nov 2012;

**Federal Publications Seminar "Innovative Contracting & Financing for Public Projects"**, Washington, DC and Reno, NV, organized, planned, presented for two-day seminar 1998 and 1999.

**"Use of Mediation and Facilitation for The Speed of Need in Implementing Climate Change Resilience and Adaptation"**, ACR Greater NY Region, Annual Conference 2023 June 1, 2023, by Chris Kane, P.E., J.D., et.al.

**Commercial Law Development Program, US Dept. of Commerce, Infrastructure Contracting Training Series (2020-2023)**: Content developer and lecturer for 15 programs p=on Infrastructure contracts and P3's;





### ***TEACHING AND PRESENTATIONS (CONT.)***

- “Dispute Avoidance & Early Resolution for Mega-Projects”** Planned and Developed Material for a Workshop with industry experts on improving project delivery and reducing disputes, Dec. 14, 2021;
- “P3 Financial Feasibility and Structuring”**, Presented at MBP 2020 Public Private Partnership (P3) Webinar, Oct. 22, 2020;
- “Environmental Justice in the Commonwealth of Virginia”**, Moderator and Panelist, Sponsored by Virginia State Bar, Environmental Law Section, Oct. 8, 2020;
- “Understanding P3 Project Delivery Approaches in Transit, Water, and Waste to Energy”** Presented at Federal P3 Conf. 2018, What Does a Successful P3 Look Like? Wash. DC, Nov. 2018;
- “P3s and DRBs, The A/E’s Perspective”**, presented at Dispute Review Board Foundation Annual Meeting, Charlotte NC, Oct. 2018;
- “Innovative Project Delivery Methods for Renewing America’s Water Infrastructure”**, June 14, 2018, Sponsored by the ABA Forum on Construction Law, led presentation and panel discussion;
- “P3s, Integrated Project Delivery and Innovative Finance”** ARTBA Transportation Law Forum 2016, Washington DC, June 2016;
- “Challenges in Making P3s Work for U.S. Transportation Projects”** New Jersey Bar Construction Section, New Brunswick NJ, March 2012;
- “Alternative Project Delivery for Bridges: Design-Build, P3s and Long-Term Maintenance”**, ARTBA PPV Conference 2011 Washington DC, Nov. 2011;
- “Design and Construction Risks on P3 Transportation Projects”** Presented at ARTBA PPV Conference 2011, Washington DC, Nov. 2011;
- “Use of Consensus Building for Implementing Transit Oriented Development Projects”**, ABA Dispute Resolution Conference, NY City, April 18, 2009;
- “Innovative Transit Delivery - DBOM’s, Progressive Design Build, and Turnkey”**, Presented at American Public Transportation Association, Rail Conference, Chicago, Ill., June 15, 2009.

### ***REPRESENTATIVE PUBLICATIONS***

- “Streamlining the Federal Environmental Review Process – The Pros and Cons of FAST-41”**, by Nathan Eady, Christopher Kane, Christian Marsh, & Patrick Veasy, NR&E, V035N01, Summer 2020:
- “Integrated solutions for America’s aging water infrastructure”**, Author, ABA Section of Environment, Energy, and Resources Trends March/April 2018
- “A New Approach to Water for Hampton Roads Cities”**, by James T. Lang and Christopher Kane, Virginia Lawyer, April 2017, Vol. 65, Environmental Law Section, page 26;
- “The Future of the Engineering & Construction Industry: Greater Integration and Collaboration,”** Conference Proceedings ABA Forum on Construction Fall Meeting, Wash. DC, September 2013;
- “Collaborative Use of Technical Experts for Environmental and Construction Dispute Resolution”**, by Chris Kane, pg. 171, Alternatives, CPR/Jossey-Bass, December 2013;
- “Use of PPPs in the US to Develop, Finance and Operate Infrastructure Projects”**, Presented at American Bar Association Forum on Construction Annual Meeting, Austin Texas, April 2010;
- “Life Cycle Collaborative Conflict Management for Public Infrastructure Projects”**, By Kurt Dettman and Chris Kane, ACResolution Magazine, Summer 2013;
- “The Potential Use of DRBs on Public Private Partnership Projects”** Dispute Review Board Foundation Forum by Kurt Dettman and Chris Kane May 2011;





### **REPRESENTATIVE PUBLICATIONS (CONT.)**

**“Optimizing the Use of DRBs on Construction Manager/General Contractor and Design Build Projects”** Dispute Review Board Foundation Forum, By Kurt Dettman and Chris Kane, August 2012;

**“Use of PPPs in the US to Develop, Finance and Operate Infrastructure Projects”**, Conference Proceedings American Bar Association Forum on Construction, Austin, Texas, April 2010;

**“Alternative Dispute Resolution”**, **Chapter 11**, Co-author New York Construction Law, Aspen Publications, 2003;

**“Innovative Financing Solutions for Rail Transit Projects Using a Public Private Partnership”**, Co-author, APTA Commuter Rail/ Rail Transit Conference Proceedings, Baltimore, MD, June, 2002;

**“The Hudson-Bergen Light Rail Transit Project: Project Solutions through the DBOM Contract”**, Author, ABA Forum on Construction, Fall 2001 Program Proceedings, October 12, 2001;

**“Sharing Risks for New Energy/Efficiency Projects – Parts 1 and 2”**, Co-author, Cogeneration and Competitive Power Journal, Vol.15 No. 1, 2000;

**“Managing Project Risks Through a Teambuilding Approach” Section 4: Finance, Chapter 23, Utility and Independent Power: Concept for a New Millennium**, Author, The Fairmont Press 1997;

**“Innovative Finance for Infrastructure Projects”**, Federal Publications, Const. Briefings Aug. 1998;

**“Energy Solutions with Performance Based Contracts”**, Author, 18<sup>th</sup> World Energy Engineering Congress Proceedings, November 8-10, 1995, Atlanta, Ga.;

**“Electricity and the Environment: Evaluating the Alternatives”**, Author, Strategic Planning for Energy and the Environment, Vol.12 No.1 1992;

**“The Clean Water Act Amendments - Storm Water Update,”** Author Florida Engineering Society Journal, July 1992;

**“The Clean Air Act Amendments of 1990”**, Author Florida Engineering Society Journal, 1990;

**“Geotechnical Engineering and Differing Site Conditions”**, Federal Publications Seminar (1996) Washington, DC.

### **ADDITIONAL TRAINING**

**AECOM Water Academy, Water Resources, Program Certificate**, (2017-2018) Courses included: Coastal Engineering, Flood Risk Management, Ecosystem Restoration, Climate Change in Water Resources.

**Dispute Review Board Foundation**, DRB Member received Training and Certification I 2012; Attended and made presentations at Annual Meetings in 2012, 2018 and 2024 and at Northeast US Regional Meeting in 2017, and Dec. 2020 DRB Presentation at P3 Government Program.

**American Arbitration Association**, Advanced Arbitration and Mediation Training (1994-2021): Effective Use of Dispute Resolution Boards, 2018; ACE 21 – Impartiality: Do You Know Where Your Biases Are?, 2021; AAA When Experts Come From Different Planets - Tips for Maximizing the Value of Experts, 2018; AAA, Panel Dynamics - Effective Techniques for Panelists, 2014; AAA Construction Arbitrator II Training: Adv. Case Management, 2006; AAA Construction Industry Arbitrator Training, 1997; AAA Advanced Mediator Training, 1996; AAA Basic Arbitrator.

**Harvard Program on Negotiation**, Boston., Negotiation for Sr. Executives/How to Deal with Difficult People (2008)

**Lincoln Institute of Land Policy**, Resolving Land Use Disputes (2009)

**School for Conflict Analysis and Resolution at George Mason University**, Assoc. of Conflict Resolution, Section on Environment and Public Policy Training (2018)

**Negotiating Effective Environmental Agreements**, Concur, Inc. February 20-21, 2020, Exercises in negotiating “Three Party Water Allocation” and “Community Impact of Sea Level Rise”

**Chesapeake Bay Foundation, VoiCeS Program 2019**, 8-week program of in-depth sessions by leading experts to learn citizen advocacy, regional environmental issues, and local restoration among other topics.

**U.S Army Corps of Engineers School**, Ft. Belvoir, VA, Construction Management and Advanced Courses.



US Army Corps  
of Engineers®  
St. Paul District

# FARGO MOORHEAD DIVERSION PROJECT

## MONTHLY UPDATE

19 Mar 2025

### 1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2025: Complete operating machinery corrections; commissioning and training.

### 2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Revised construction completion date is 6 August 2025. Schedule for remaining work: 2025: Complete operating machinery corrections; commissioning and training.

### 3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 100% complete. Partial turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

### 4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 74% complete. Construction completion date is 29 April 2026. Tainter gate #3 welding and concrete placements for approach apron and dam walls continues.

### 5 Drain 27 Wetland Mitigation Project Plantings - Construction

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

### 6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual will be finalized once MFDA provides comments.

### 7 Southern Embankment – Reach SE-2A - Construction

Construction is 76% complete but continues to be behind schedule. Scheduled completion date of 13 October 2024 was not met. Revised schedule and completion date pending.

### 8 FY2024 Contract Awards:

OHB Ring Levee: Awarded 22 February and is 50% complete. Contract completion date is 24 September 2025.

Reach SE-1B: Awarded 27 February and is 31% complete. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 37% complete. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is preparing lands for additional planting next season.

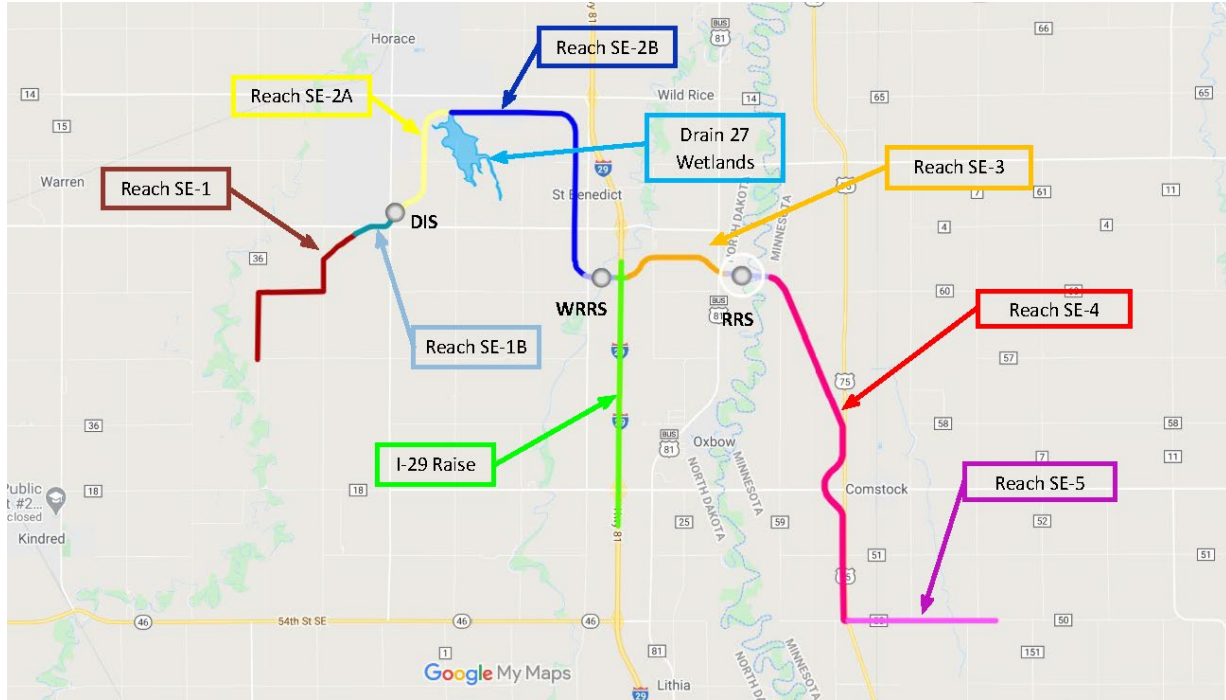
Reach SE-4: Awarded 28 May and is 5% complete. Contract completion date is 3 June 2026.

### 9 FY25 Contract Awards:

SE-3: Awarded 2 January 2025. Contract completion date is 11 September 2026.

SE-5: Contract was awarded on 30 January 2025 to BCSS, LLC of Tempe, AZ for \$10,097,097.

Forest Mitigation #2: Contract awarded 24 February 2025 to DJM Ecological Services for \$1.23M.



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

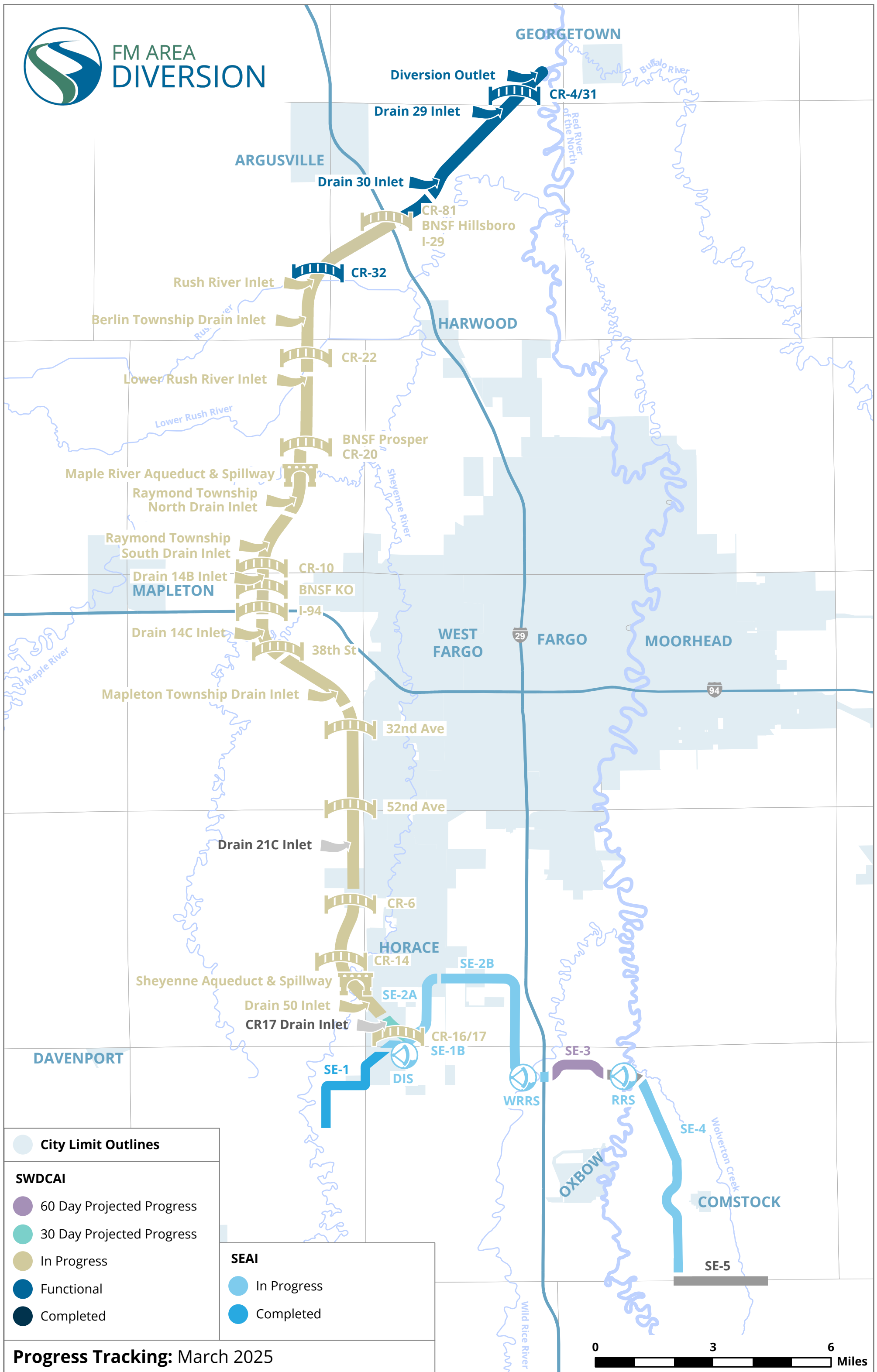
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure

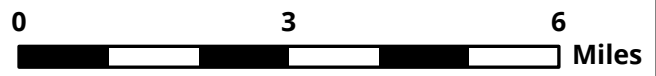


# FM AREA DIVERSION



- City Limit Outlines
- SWDCAI**
- 60 Day Projected Progress
- 30 Day Projected Progress
- In Progress
- Functional
- Completed
- SEAI**
- In Progress
- Completed

**Progress Tracking: March 2025**

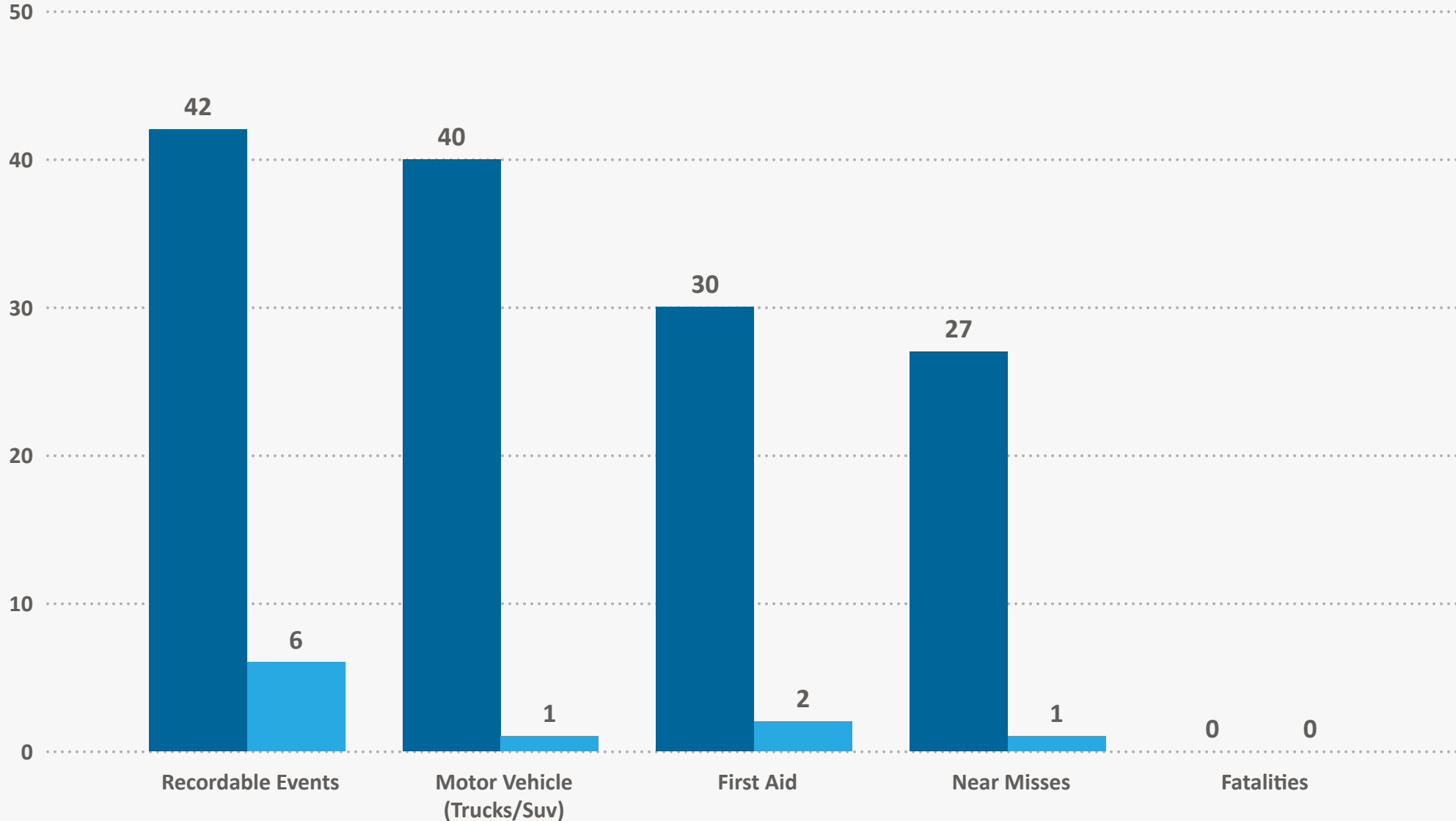


# FM Area Diversion Safety Statistics - February 2025

Current Reporting Period: February 1 - February 28

## Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



## City of Fargo Led Projects

Sum of Current Reporting Period	Sum to Date
0	1
Incidents	Incident

## Authority Led Projects

Sum of Current Reporting Period	Sum to Date
0	1
Incidents	Incident

## PMC P3 SUMMARY REPORT FOR FEBRUARY 2025

Issue Date – March 19, 2025

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### PROGRESS

Construction of the SWDCAI is approximately 59%<sup>1</sup> complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below.

- **General:** Work project wide has been constrained this period by adverse weather.
- **Aqueducts:** Maple River Aqueduct – Formwork to walkway section 3 piling driven for wingwall #8; rebar installed to wingwalls #5 and south flume walkway; piling driven to wingwall #6 and concrete placed wingwall #5 section 3, Wingwall 7 and section 5 of overhead walkway. Sheyenne River Aqueduct – Epoxy coated rebar and formwork installed to section 3 of flume floor foundation. Concrete placed to flume floor section 3 and section 4.
- **Stormwater Diversion Channel:** Main channel excavation to Reaches 1 (removal of County Road 4), 9, 10, 11, 12 and 13. Work to deal with snow melt and to improves swales generally.
- **Interstate Crossings:** Work to both Interstate Crossings is shut down for the Winter.
- **County Road Crossings:** CR 81 Crossing: rebar and formwork to pier cap #2. Demolition of existing CR 32, CR 22 Crossing: winter protection work on formwork. 38th St Crossing: winter protection of formwork and rebar for vehicle barrier, then placement of concrete. Installation of electrical ductwork. 32<sup>nd</sup> Ave construction of access and formwork to wingwalls. 52nd Avenue Crossing: survey work only. CR 6 Crossing: formwork to pier cap #2. Rebar to west abutment wingwalls CR 14 Crossing: piling at east abutment. Pile cage to pier #1. Formwork to east abutment wingwalls. CR 16/17 Crossing: Currently, on hold
- **Hydraulic Structures:** Drain 29 and Drain 30 Drain Inlets: Punch list walk-throughs conducted. Rush River Inlet: crane assembly and subgrade excavated for piling. Lower Rush River Inlet: rework for flow choke. Raymond North Township Drain Inlet: excavation for reinforced concrete pipe placement. Drain 14B Drain Inlet: reinstalling formwork installed to upstream and downstream headwalls after concrete blow out. Drain 14C Drain Inlet: piling to north abutment, south abutment and center pier of maintenance bridge; dewatering
- **Diversion Outlet:** RRVA has submitted a Design Change for the nonconforming boulder size and placement. Investigations continue for compliance issues.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: pile driving to North abutment and south abutment; formwork to pier #4 and North abutment pile cap; formwork to North abutment pile cap; concrete placed for pier #6 pile cap. BNSF Prosper Railroad Crossing: awaiting solution for bearing plate rag bolts. BNSF K.O. Railroad Crossing: driving H-piles to pier #2; and batter piles to pier #2.
- **Roadways:** no activity this period
- **Authority Administration Building (AAB):** no construction work this period.

Observed progress during the reporting period and percentage complete for each buildable unit (BU) is set forth in *Attachment A – Construction Progress by Buildable Unit*.

### General Administration

Significant preparation is ongoing for the first Interim Completions including records reviews and walk-throughs for punch lists. Unresolved Nonconformances and Noncompliance Events, unresolved major defects, submittal of records, and missing lien waivers have caused delays in Certification of Interim Completion.

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<sup>1</sup> Note: Overall Percent Complete is based on the RRVA January 2025 PSSU submitted on February 15, 2025, and is calculated based on Earned Value (EV).



Large amounts of staff time are taken up with correspondence exchange on commercial issues.

## Disputes

The following disputes have been referred to the Technical Dispute Review Board:

Dispute	Description	Date Referred	Status
Epoxy-Coated Reinforcing Steel	RRVA disagrees that epoxy-coated reinforcing steel is required by the Technical Requirements (TRs) for all reinforced concrete	May 15, 2024	RRVA continues to incorporate black rebar into the work <sup>2</sup> ; dispute is pending Technical Dispute Review Board (TDRB) hearing and decision.
CE-015 and CE-018 – Failure of a Third Party (BNSF) to Comply with Third-Party MOU	RRVA maintains that BNSF has failed to comply with the Project Baseline Schedule (PBS) in that it failed to carry out the work of installing the track for the shooflies in accordance with the dates set forth in the RRVA’s PBS, despite the RRVA not having RFC documents and thus the required Construction & Maintenance (C&M) Agreement in place; RRVA maintains that this has caused delays to its work	June 25, 2024	Dispute is pending TDRB decision
CE-014 – Modified Permit Delay Impact	RRVA maintains that modifications to the 404 Permit have led to delays in carrying out its work	July 31, 2024	Dispute is pending TDRB decision

The Technical Dispute Review Board was paused pending a decision from the North Dakota Attorney General concerning open or closed meetings.

Following receipt of the North Dakota Attorney General’s decision on January 10, 2025, that meetings by the Dispute Resolution Boards are required to be open to the public, all members of the Technical Dispute Resolution Board resigned. The chair of the Financial Dispute Resolution Board resigned in February.

The Authority and the Developer are seeking replacement members from the Alternative Dispute Resolution community; however, so far it has proven challenging to find people from that community prepared to engage in the highly unusual approach to conduct Alternative Dispute Resolution meetings in public.

## COMMERCIAL

### Compensation and Relief Events

By the end of February 2025, RRVA had submitted notices of 32 (thirty-two) Compensation Events and 2 (two) Relief Events. A summary and status of the Compensation Events and Relief Events is in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*.

### Change Requests

A change request (CR) can be initiated by the Authority or RRVA, and it is the mechanism set out in the Project Agreement to modify the Technical Requirements to resolve issues, clarify requirements, or modify the scope of RRVA’s work.

<sup>2</sup> The Developer and the Authority has entered into a ‘without prejudice’ agreement, and an extension thereto, for the Developer to incorporate epoxy-coated reinforcing steel into those structures that do not yet have Released For Construction Documents.

There have been 24 (twenty-four) Authority-initiated change requests (ACRs) through the end of the reporting period with 1 (one) pending issue by the Authority. 12 (twelve) have been agreed-to and progressed to agreed-upon change orders, totaling a cost to the Authority of \$5,380,700.38 and a credit to the Authority of \$950,000. 3 (three) ACRs were withdrawn, and 7 (seven) are pending negotiation with RRVA. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There have been 56 (fifty-six) developer-initiated change requests (DCRs) through the end of the reporting period. 34 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority. 1 (one) is pending negotiation with RRVA. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

## PROJECT CONTROLS

### Schedule

The Developer submitted the twenty-eighth Project Status Schedule (PSSU) update on or about February 15, 2025, for the month of January 2025 (01-Feb-25 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 1,713 changes to the previous PSSU, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is March 23, 2027, which differs from the December 2024 PSSU Project Substantial Completion Date by six days (March 17, 2027). The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026 – a difference of 173 days from the January 2025 Project Substantial Completion Date.

### Invoicing and Payment

BNSF has submitted 84 invoices, which have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 76 of the 84 were paid for a total of \$7,482,820.49. The BNSF Construction and Maintenance Agreement (C&M Agreement) between the Authority and BNSF is considered a “Third Party Agreement” as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the Developer for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M agreement. Future invoices received will be handled in a like manner.

### Payments to RRVA

Partial payment for ACR16 & 22 (milestones 1 & 3) was paid upon CO execution for a total of \$2,975,00.00.

The following table includes all payments to RRVA to date:

Totals to date	Amounts	Notes
Pay Units	\$0.00	(See Attachment E)
ACRs	\$4,631,760.06	(see Attachment C)
DCRs	\$3,712,553.80	(See Attachment D)
DRB Members (50% share)	\$21,587.50	
<b>Total</b>	<b>8,365,901.36</b>	

**Other:**

The following invoices are forecast<sup>3</sup> to be submitted in 2025:

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
"KANSAS CORRAL" STYLE RAIL REQUIREMENTS Milestone 2 (Construction)	ACR-002-2	Feb-2025	\$281,600.00.00
BNSF Prosper crossing – BU1 – Shoofly / Tie-in Shoofly	32	Feb-2025	\$3,195,335.00
BNSF K.O. crossing – BU1 – Shoofly / Tie-in Shoofly	35	Feb-2025	\$3,472,708.00
BNSF K.O. crossing – BU1 – Shoofly / Tie-in Shoofly	38	Feb-2025	\$3,472,708.00
BNSF Hillsboro crossing – BU1 – Shoofly / Tie-in Shoofly	29	Feb-2025	\$4,249,352.00
Drain 30 Inlet	12	Mar-2025	\$3,193,006.00
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 2 - RFC Approval of Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 2	May-2025	\$750,000.00
Drain 29 Inlet	11	May-2025	\$1,717,383.00
CR 32 Crossing	26	May-2025	\$8,327,806.00
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	May-2025	\$9,014,526.00
Diversion Outlet	1	Jun-2025	\$7,344,833.00
Channel Reach 01 Pay Unit	2	Jun-2025	\$14,590,302.00
38th Street W Interim Connection (roadway connection south of I-94) - Design	ACR023-2024 - 1	Aug-2025	\$63,250.00
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	Sep-2025	\$51,750.00
Channel Reach 02 Pay Unit	3	Sep-2025	\$23,787,986.00
Berlin Township Drain Inlet	14	Sep-2025	\$4,258,118.00
CR 20 Crossing	55	Sep-2025	\$6,484,885.00
Channel Reach 03 Pay Unit	4	Sep-2025	\$16,776,000.00
Channel Reach 09 Pay Unit	41	Sep-2025	\$43,570,217.00
CR 22 Crossing	25	Sep-2025	\$5,986,779.00
CR 10 Crossing	54	Sep-2025	\$6,584,740.00
38th Street West Crossing	57	Oct-2025	\$6,507,075.00
BNSF Prosper Subdivision Line Crossing	33	Oct-2025	\$8,416,565.00
Channel Reach 05 Pay Unit	7	Oct-2025	\$38,755,024.00
Milestone 1 will be paid when the Certificate of Interim Completion for Pay Unit Number 22 (I-29 Southbound Crossing) is achieved.	ACR007 - 2022-1	Oct-2025	\$141,970.13
I-29 Northbound Crossing	21	Oct-2025	\$11,123,724.00
I-29 Southbound Crossing	22	Oct-2025	\$11,123,724.00

<sup>3</sup> From the January 2025 PSSU submitted on February 15, 2025.

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Channel Reach 04 Pay Unit	6	Nov-2025	\$16,886,949.00
Channel Reach 12 Pay Unit	44	Nov-2025	\$23,377,474.00
Channel Reach 06 Pay Unit	8	Nov-2025	\$18,096,295.00
BNSF Prosper crossing – BU5 – Removal of Shoofly	34	Nov-2025	\$1,275,915.00
32nd Avenue West Crossing	56	Nov-2025	\$6,484,885.00
		<b>Total</b>	<b>\$312,337,884.00</b>

The forecast Payment Dates are from the latest PSSU. In terms of Interim Completion Elements actual dates of receipt of ICE Notices have not kept pace with anticipated dates.

## CONSTRUCTION AND O&M

### Construction

Construction activities by buildable unit (BU) during the reporting period are provided in *Attachment A – Construction Progress by Buildable Unit*.

February represents a difficult and challenging month for production of any type due to 3 weeks of severe sub-zero temperatures that would be threatening to life and limb. Equipment failures were consistent with the severe temperatures.

Local Roadway currently closed.	Upcoming Permanent Road Closures (Tentative Schedule)
24th St SE – Closed 9/21/2022	32nd Ave. NW – Planned date August 2026 (MRA Access)
172nd Ave. SE – Closed 9/19/2022	40th Ave. / CR 8 – Planned date August 2025
171st Ave. SE – Closed 10/31/2023	81st S – Planned date August 2026 (SRA Access)
170th Ave. SE – Closed 10/31/2023	
169th Ave. SE – Closed 6/21/2023	
29th St. SE – Closed 9/17/2023	
32nd St. SE – Closed 3/20/2024	
37th St. SE – Closed 9/20/2023	
166th Ave. SE – Closed 5/24/2024	
43rd St. SE Closed 10/7/2024	
38th St. NW – Closed 10/7/2024	
112th Ave. S – Closed 10/10/2024	
64th Ave. S - Closed 10/7/2024	
45th St. SE – Closed 10/10/2024	
26th St. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
35th St. SE- Closed 10/7/2027	

## O&M

RRVA continued general inspections throughout the ROW, Local Drainage inspections to ensure ditches and culverts are free from debris and ice jams, and Interim Completion Element inspections. Winter maintenance and Spring flooding preparation was a primary focus.

## Safety

The following safety-related matters occurred during the reporting period:

- 2/02/2025 ASN - Reach 12, while climbing stairs into Haul Truck, an employee's right foot slipped when reaching for the door causing the full weight of the employee to be put on the right arm resulting in tingling and numbness in right elbow. The employee was taken to a medical center.
- 2/05/2025 ASN - 38th Street W Crossing, an employee was using a pry bar to break down formwork for the bridge deck when the pry bar snapped, causing the employee to fall and hit his back against the guardrail of the boom lift. The employee reported experiencing back pain and was taken to the medical center.
- 2/05/2025 ASN - 32nd Ave W Crossing, an employee while driving a light duty vehicle hit a crane mat that was sticking above the ground causing jarring to the driver and passenger. No vehicle damage, passenger complained of neck pain.
- 2/10/2025 ASN - While operating a grader at Reach 1, an employee felt left eye starting to get irritated. The employee rubbed their eye and could feel a possible foreign object. The employee was taken to the medical center.
- 2/11/2025 ASN - Reach 13, an employee slipped and fell onto their knee when attempting to enter the excavator. The employee was wearing ice cleats. No medical attention was sought.
- 2/11/2025 ASN - Crew arrived to 14B Inlet location and found the loader had a broken window. The cause of the broken window is unknown. (Equipment Damage)
- 2/11/2025 ASN - Drain 14C, upon an equipment inspection by the foreman, the foreman found the rear driver side of the excavator to be damaged. The cause of the damage is unknown. (Equipment Damage)
- 2/12/2025 ASN - Reach 13, an employee was walking around their equipment when they slipped on the ice causing them to land onto their right side of their body. The employee did have ice cleats on. No medical attention was sought.
- 2/12/2025 ASN - Reach 13, an employee while driving a haul truck drove over a large piece of frozen dirt causing the employee to bounce and hit their head on the hand bar. The employee felt minor soreness but denied medical treatment when offered.
- 2/19/2025 ASN - CR 22 Crossing, an employee felt discomfort on lower right side of their back after pulling and yanking the tarps that had come off from the geofoam blocks. The employee denied medical treatment when offered.
- 2/20/2025 ASN - Public Road (38th St NW, NB) - an employee transporting a telehandler on 38th St NW slid into the east road ditch when they moved over to allow an oncoming car to pass. The front passenger tire of the telehandler popped on impact.
- 2/21/2025 ASN - Reach 12, an employee, while operating a John Deer tractor with the rear window ajar, the operator struck a large piece of frozen dirt causing the rear tractor window to fully open and struck a hose resulting in hose damage and window seal damage.
- 2/21/2025 ASN - Reach 1, an employee was driving a dozer in reverse and ran over a large piece of frozen dirt causing the employee to hit their head on the rear interior panel. No medical attention was sought.
- 2/21/2025 ASN - Reach 1, an employee reversing backed over a frozen mound which caused the rear end of the dozer to teeter up and slam down hard. The employee jerked their body inside the cab causing minor discomfort to part of their body. No medical attention was sought.
- 2/24/2025 ASN - Sheyenne River Aqueduct, employee attempted to drive between a jersey barrier and a parked truck when he made contact with the jersey barrier. Dent to the front bumper and not injuries were reported.

- 2/25/2025 ASN - Sheyenne River Aqueduct, employee stepping onto the aqueduct's foundation and slipped causing discomfort to the groin. No medical attention was sought.
- 2/26/2025 ASN - Reach 12, employee discovered damage to the window guard of an excavator while conducting a pre-trip inspection.
- 2/27/2025 ASN - Maple River Aqueduct, an employee tried to break a carrier roller free, and a piece of the roller frame struck and cut the employee's leg. The employee was taken to the emergency room; an X-ray found a piece of metal in his leg which was extracted by the physician.
- 2/28/2025 ASN - All Hands Safety Meeting held at DoubleTree by Hilton West Fargo Sanford Medical Center Area

### **Testing**

The number of tests carried out by the PMC by type for January are as follows: Atterberg (3); concrete cylinders (84); density testing compliance checks (63); field notes (19); hydrometer (3); Proctor (2); Sieve (1)

### **Survey GIS**

No survey compliance checks were conducted in January due to the sub-zero temperatures throughout the month.

### **Cass County Monitoring of County Bridges (by HMG) (11) Field Reports submitted.**

HMG had presented one monitor on site at least once at each bridge location per day during the month of February on the days' work was able to happen.

### **Daily Observations/Compliance Check**

The PMC team conducted on behalf of the Authority: (825) observations in the January 2024 reporting period; (76) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents. (59) related punch list items and (5) issues were noted that the Contractor was able to resolve readily.

### **UTILITIES:**

The only remaining utility relocation designs, the 3 Construction Document Submittals (CDS) from WAPA were received in February.

Design summary by Utility submittals:

- All 61 required Preliminary Design Reports (PDRs) and 79 Final Design Reports (FDRs) are approved.
- 96% of Construction Document (CD) submittals, 80 of 83 total for utility relocations, have been approved.
- 98.7% (220 of 223) of the total anticipated utility design submittals (PDR, FDR & CD) have been approved.
- 80 sets of RFC Documents have been approved for 102 Utility Buildable Units (BUs). This is 97% of the 105 utility BUs in RRVA's scope of work. The last 3 are for WAPA CDS which are currently in review.
- 112 Inspection and Test Plans (ITPs) have been approved for Utility activities.
- 51 shop drawing submittals for Developer managed Utility relocations are approved.

Overall, 31 of 108 identified utility conflicts (29%) have all work including HDD void grouting and removal of abandoned facilities completed, 16 relocations and 15 removals only BUs.

To date 34 of the 44 total HDD installations have the voids grouted on both the entry and exit sides.

Relocations for 54 of the 61 utilities to be constructed under the channel are tied-in or cut over.

Adjustments for only 2 of the 14 overhead electric transmission lines crossing the channel ROW are complete; Otter Tail Power (OT1) 115 kV line to remain in place and the Xcel Energy (XE3) 230 kV line south of 32nd Ave W.



## SUBMITTALS

The following is a summary of submittals for the P3 project:

Submittal	Reporting Period	To Date
Submittals received for review and comment	108	3,488
Reviews carried out*	82	3,359
Submittals returned with no comment	49	1,167
Submittals in review with the Authority	66	n/a
Submittals back with RRVA for resubmission		245
rejected as incomplete	1	92
rejected with comments	10	131
number of comments	7,079	26,007
CDS returned with no comments	2	176
RFC documents	1	176
relating to utility relocations	0	77
RFCs back in redesign	0	36
Redesigned once (RFC1)	0	26
Redesigned twice (RFC2)	0	6

\* Some submittals will have been seen more than once within the reporting period and therefore this section may not tally with the number “back with RRVA” or “no comment” which is a position as at the month-end.

The three ICEs relating to the BNSF Shooflies were certified in early February. The ICE for Drain 30 was in a second review cycle with the Authority in February 2025. The ICEs for CR32 and CR4/31 Crossings were due to be received by the Authority in February but were not delivered by the Developer.

## TECHNICAL

### Design Review

Progress continues to be made with submittal, review, and completion of design documents.

- Developer target of design completion in August 2024 has yet to be achieved. Remaining design packages are predominantly “small” project components focusing on Access and Security associated with the project site.
- Design revisions, albeit minimal, continue this reporting period. Revisions are classified as “major” or “minor” depending on the magnitude and complexity of change. The number of changes to the original Released for Construction documents that have been made are comparable to other programs of this scope and magnitude.
- Anticipated receipt of revised Aqueduct re-designs incorporating meanders in the engineered channel have not yet been received. Resolution to this long-debated item was achieved in November with target delivery by the Developer in December, but still not received. Delay in receipt is solely the responsibility of the Developer.
- Concerns raised by the Developer to their internal delivery team (ASN) regarding ability to perform contractually required maintenance on both the Sheyenne and Maple Aqueducts became more focused this

reporting period. Ongoing discussions with the Authority and Agencies took place. Options are being prepared by the Developer including redesign and operational protocols to allow for maintenance to be completed per the project agreement. This is entirely a Developer issue, which appears not to have been thoroughly vetted by their Operations team during the design phase.

- Positive progress continues with the Authority Administration Building. Coordination with City and County Commissions, Agencies and Departments is well underway. Anticipated design completion in spring of 2025 with construction initiation to proceed immediately following.
- FDR for re-design of the specific elements of the Diversion Outlet is awaited after IDR comments were returned to the Developer in mid-January.

**Agency Coordination**

Agency specific coordination including initial design review and design change review continues this reporting period. Bi-weekly and as required meetings are being held with the following agencies.

- NDDOT
  - No significant concerns this reporting period
  - Standing coordination meetings with NDDOT continue.
  - There are no technical issues or concerns to report currently.
  - Ongoing coordination underway in the event modifications need to be made to address winter conditions in work zones (inactive)
- Cass County
  - No significant concerns this reporting period
  - Standing coordination meetings with Cass County continue.
  - There are no technical issues or concerns to report currently.
- BNSF
  - Standing coordination meetings with BNSF continue.
  - Coordination and communication with BNSF leadership and staff remains good.
  - Resolution of clarifications, questions and minor revisions has been accomplished with minimal issue.

**Challenges**

- Modification of Aqueducts to provide ability to comply with maintenance requirements
- Developer incorporation of comments in the H&H model
- Diversion Outlet redesign review by agencies.

**Successes**

- Continued positive progress on development of Authority Administration Building (AAB)
- Receipt of initial Interim Completion Packages seen this reporting period. Technical content appears to be well organized and missing minimal components. This is significant as this step is the first of several which will confirm parts of the project are “substantially complete”

**QUALITY**

**Nonconformances**

In addition to Nonconformances raised by RRVA on its own work, the Authority has notified RRVA of the following construction nonconformances:

Location	Description	Status
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Multiple structures	Non-epoxy-coated reinforcing steel incorporated into the work	Referred to TDRB
Diversion Outlet	Boulders not meeting TR size requirements incorporated into the outlet. RRVA’s failure to observe their own Quality Management System’s hold points	Pending redesign by RRVA

The following table summarizes Nonconformances that trigger Noncompliance Points (NCPs) through February 28, 2025. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

Summary of points as of February 28, 2025	Number of Nonconformances	Max NCPs	Recommended NCPs	Assessed NCPs
Assessed Noncompliance Points	57	1407	551	482
Pending NCPs for Cured Nonconformances	0	0	0	0
Pending NCPs for Uncured Nonconformances	11	3981	2941*	0

\*Evaluation related to concurrent Noncompliance Events resulting in possible reduction of NCPs is ongoing

## ENVIRONMENTAL

### Environmental Compliance

2024 Section 404 Permit Special Condition M: The Developer has concluded it will reconstruct the Rush River Inlet to the RFCs in Spring 2025. The Authority submitted the required documentation to USACE on December 11, 2024, to satisfy Special Condition M for the Rush River Inlet; comments were received from USACE on January 8, 2025, and the Authority’s response was submitted back to USACE on January 30, 2025; approval was received on February 12, 2025. When appropriate, similar documentation is required for both the Sheyenne and Maple River Aqueducts.

Permanent native vegetation planting occurred during the construction season in 2024. 3,508 trees were planted, and 1,077 acres of native grasses were seeded in Reaches 1, 2 and 3 during 2024; planting/seeding work is suspended until conditions allow sometime in spring 2025 this year. USACE approved the 2025 seed mixes on 05-Mar-25.

Permits:

Open/Applied For	Closed	Total
78	322	400

2024 404 Permit – USFWS issued new maps for the range of the Northern Long-Eared Bat which now exclude the Project area. USACE will issue a letter amendment to the 2024 Section 404 Permit that addresses this change and also addresses a correction to the wetlands mitigation acreages (approximately five acres). Sheyenne River Sovereign Lands Permit - RRVA submitted their supplemental information on October 6, 2024, and we are awaiting NDDWR’s issuance of the permit. RRVA informed the Authority, during the January 14, 2025, Environmental Biweekly meeting, that NDDWR is waiting for resolution of the maintenance method at the Sheyenne River Aqueduct before issuing this permit. No change.

### Cultural Monitoring

No cultural monitoring occurred due to weather conditions; it is expected to resume sometime in Spring 2025 with work at Site 14/TR-9 (Sheyenne Aqueduct area (stump grinding) and at Site 2 (utility removal), provided weather conditions allow. No change.

### Mussel Salvage

The Authority requested RRVA's draft RFP for mussel and fish salvage and anticipate receiving it in the next month or two. No change in February – RRVA is considering preventative nets.

### **Spills, Contamination and Hazardous Materials**

No new spills were reported.

RRVA reported on February 26, 2025 that a preliminary lab report indicates the presence of asbestos, a CERCLA hazardous material, in structures at OIN 1199N (near the Sheyenne River) and is reaching out to NDDEQ to determine the requirements for proper management and disposal, these details will be sent to us along with final lab reports.

### **Environmental Nonconformances (NCRs)**

No activity regarding Environmental NCRs this month.

## **RESILIENCE AND SUSTAINABILITY**

### **Resilience**

The Resilience 2024 Annual Report was reviewed and rejected incomplete on February 27, 2025; awaiting resubmittal.

The first Resilience Program Plan update was received mid-month and is under review.

- Appendix M Proposal Commitments: Upon completion of the 2024 Annual Report and Resilience Program Plan update staff should be able to analyze what Commitments are not being met or only partially being met; this will allow staff to prepare a recommendation to the Authority.

### **Sustainability**

- RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. A Sustainability update meeting was held on February 13, 2025; RRVA is continuing to work on several fronts – details available upon request.

## **FEDERAL COMPLIANCE**

### **Reporting**

The 2024 FRC Annual Report, submitted on January 31, 2025, was returned with comments on February 27, 2025.

### **Davis Bacon**

An informal review of updates to the certified payrolls for 2024 has been conducted with disappointing results. Discussions with the Developer are ongoing regarding the apparent lack of quality control process. The Developer has stated that they plan a complete rewrite of the Federal Requirements Compliance Plan which will address quality control processes.

## **EMPLOYEE APPRENTICESHIP PROGRAM**

The Employee Apprenticeship Program (EAP) 2024 Q4 Report has been submitted for an on-going FOIA request.

The 2024 EAP Annual Report has been reviewed, comments sent back, and a discussion held; resubmittal anticipated this month and, upon acceptance, will also be submitted per the ongoing FOIA request. Apprenticeship goals continue to be running lower than anticipated which the Developer states is primarily due to their self-

performing less work than planned at bid time, therefore less control over the apprenticeship programs, although they continue their efforts to increase apprenticeships opportunities (about 10% for the D&C Contractor, which reduces to 6% against all labor hours due to subcontractors having fewer apprentices, vs the initial target of 20%).

## Attachment A – Construction Progress by Buildable Unit

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	BU % complete – see footnote <sup>5</sup>
<b>Buildable Unit Group - Aqueducts</b>					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Concrete in Wingwalls 1,2,3, 4, 5, 6, 7, &8 Concrete in West Abutment Concrete in Flume Walls ongoing Drove H-Piles in Wingwalls 1,2,3,5,6,7, & Drove Sheet piles in Wingwall 1,& 2 Backfill between the wingwalls	54.9%
A52	Maple River Aqueduct Spillway	710+17	Not Started	No work during reporting period	41.6%
A53	Maple River Aqueduct Engineered Channel	710+17	Not Started	No work during reporting period	23.1%
A56	Sheyenne River Aqueduct	1477+50	Active	Structural excavation H-pile installation in wing walls 1,2, 3, & 4 Installed pile tension anchors and studs Flume foundation formwork & rebar installation Concrete in flume foundation	23.3%
<b>Buildable Unit Group – Local Drainage</b>					
CR1	Local Drainage in Rush River WRD - Reach C01	41+70 to 219+29	Active	Final grading activities	41.1%
CR2	Local Drainage in Rush River WRD - Reach C02	219+29 to 302+00	Active	Final grading activities, connection of Drain 30 to new inlet	67.8%
CR3	Local Drainage in Rush River WRD – Reach C03	302+00 to 428+53	Active	Ditching and grading	48.3%
CR4	Local Drainage in Rush River WRD - Reach C04	428+53 to 576+00	Active	Ditching and grading	81.0%

<sup>4</sup> Status and progress are as observed by the PMC

<sup>5</sup> Note: Buildable Unit Percent Complete is based on the RRVA January PSSU submitted on or around February 15, 2025, and is calculated based on Earned Value (EV). This may vary from the status and progress observed by the PMC as one is visual observation and the latter is derived from the PSSU electronic schedule.

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>BU % complete – see footnote<sup>5</sup></b>
CM1	Local Drainage in Maple River WRD – Reach C05	576+00 to 655+00	Active	Ditching and grading	91.7%
CM2	Local Drainage in Maple River WRD – Reach C06	655+00 to 762+77	Active	Ditching and grading	38.1%
CM3	Local Drianage in Maple River WRD – Reach C07	762+77 to 859+53	Active	Ditching and grading	71.8%
CM4	Local Drainage in Maple River WRD – Reach C08	859+53 to 912+00	Active	Ditching and grading	33.0%
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Active	Ditching and grading	72.8%
CS1	Local Drainage in Southeast Cass WRD - Reach C10	968+00 to 1080+28	Active	Ditching and grading	90.0%
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	Ditching and grading	67.6%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	Ditching and grading	65.4%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Not Started		71.8%
<b>Buildable Unit Group - Diversion Channel</b>					
C01	Diversion Channel, Low Flow Channel (LFC), Engineered Material Berms (EMBs), Diversion Channel Line of Protection in Reach-01	27+63 to 219+29	Active	Continued final grading and topsoil placement on going as winter conditions allow.	87.4%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Active	Channel excavation with material being placed in the EMB, demolition of CR4 material being stockpiled for future laydown yards.	90.4%
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Final grading as needed and ongoing as winter conditions allow.	80.4%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Active	Final grading as needed and ongoing as winter conditions allow.	70.7%



<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote <sup>4</sup></b>	<b>BU % complete – see footnote <sup>5</sup></b>
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Active	Final grading as needed and ongoing as winter conditions allow	86.6%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	Final grading as needed and ongoing as winter conditions allow.	42.1%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	Continued Main Channel excavation and EMB placement	72.7%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	Continued Main Channel excavation and EMB placement	42.7%
C09	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09	912+00 to 968+00	Active	Continued Main Channel excavation and EMB placement	59.5%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active	Continued Main Channel excavation and EMB placement; Topsoil stripping as needed	60.3%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	Continued Main Channel excavation and EMB placement; Topsoil stripping as needed.	36.1%
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Active	Continued Main Channel excavation and EMB placement; Topsoil stripping as needed	39.6%
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	Continued Main Channel excavation and EMB placement; Topsoil stripping as needed	56.6%
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Active	Minor activities as needed in preparations for H-pile driving.	47.1%
<b>Buildable Unit Group - Hydraulic Structures</b>					
S08	Drain 29 Inlet	27+63	Active	No work during the reporting period.	81.7%
S16	Drain 30 Inlet	213+75	Active	Connection works with existing drain are on-going	88.4%
S09	Rush River Inlet	431+75	Hold	Site on hold waiting for Spring so re-work can commence	69.6%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	BU % complete – see footnote <sup>5</sup>
S10	Lower Rush River Inlet	578+50	Active	No work during reporting period	81.4%
S03	Berlin Township Drain Inlet	492+84	Active	No work during reporting period	84.6%
S04	Raymond Township North Drain Inlet	756+00	Active	No work during reporting period	21.4%
S32	Raymond Township South Drain Inlet	793+00	Active	No work during reporting period	84.2%
S33	Drain 14B Inlet	856+00	Active	Structural excavation Reinforced concrete pipe installation and backfill Install upstream and downstream headwall formwork and reinforcement Concrete in Headwall Structures.	49.0%
S34	Drain 14C Inlet	929+30	Active	No work during reporting period, currently plug cannot be removed	82.3%
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Active	No work during reporting period	79.6%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete	90.7%
S74	Drain Inlet associated with CR17	1548+00	Not started	ASN took delivery of reinforced concrete pipe	16.4%
<b>Buildable Unit Group - Diversion Outlet</b>					
O00	Diversion Outlet Structure	27+63 to 41+70	On Hold	ASN has submitted the RFCs for a revision stemming from the boulder placement dispute.	99.8%
<b>Buildable Unit Group - Roadways</b>					
R19	25th St. Connection Parcel 2368	160+00 LT	Active	Complete	91.4%
R20	27th St. Connection to CR81	300+00 LT	On Hold	No work during reporting period	93.4%
R21	35th St. SE to Parcel 938	802+00 RT	On Hold	No work during reporting period	79.3%
R22	37th St. SE, East of Diversion Channel	905+00 LT	On Hold	No work during reporting period	90.7%
R23	37th St. SE, West of Diversion Channel	905+00 RT	On Hold	No work during reporting period	89.6%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Not Started	No work during reporting period	22.7%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>BU % complete – see footnote<sup>5</sup></b>
R24	169th Ave. SE Connection to Landlocked Parcel 2363	350+00 LT	On Hold	Signage installation completed	87.6%
R26	172nd Ave. SE Connection to realigned CR4	114+00 RT	On Hold	Signage installation completed	87.7%
R18	24th St. SE Connection to realigned CR4	100+00 RT	On Hold	Signage installation completed	84.0%
M11	County Road 4/31 Crossing (Bridge)	86+91	On Hold	Complete. Bridge opened to public traffic December 4. Punch items to be address this Spring	99.4%
M12	County Road 81 Crossing Bridge	310+20	Active	Substructure concrete work ongoing.	61.1%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Active	Complete. Roadways opened to the public December 4. AHJ submitted a punch list for the Spring.	100.0%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	Active	No work during reporting period	91.1%
Y12	Country Road 81 Crossing (Bypass)	310+20	Complete	No work during the reporting period.	99.6%
G12	Country Road 81 Crossing (Settlements)	310+20	Complete	No work during reporting period	77.6%
M35	Interstate I-29 Northbound & Southbound Crossing (Bridge)	NB 313+75 SB 314+81	Active	Just returned to work, North Bound Diaphragm F/R in progress.	75.7%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	No work during reporting period	99.5%
G35	Interstate I-29 Northbound & Southbound Crossing (Settlements)	NB 313+75 SB 314+81	On Hold	No work during reporting period	97.3%
M13	Country Road 32 Crossing (Bridge)	408+08	On Hold	Bridge opened to the public December 17; punch list item will be address in the Spring	95.8%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	No work during reporting period	87.3%
Z13	Country Road 32 Crossing (Roadways)	408+08	Active	Complete. Roadways opened to the public December 17	100.0%
R14	Country Road 22 Crossing	571+84	On Hold	No work during the winter will resume in the Spring	76.3%
R15	CR 20 Crossing	679+37	On Hold	No work during reporting period	85.2%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>BU % complete – see footnote<sup>5</sup></b>
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Not Started	No work during reporting period	16.9%
R17	CR 10 Crossing	852+46	Active	No work during reporting period	85.0%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	On Hold	No work during the winter	64.4%
R58	38th St W Crossing (Township Road)	976+17	Active	Conduit installation and remedial work. West barrier concrete placed. East barrier F/R in progress.	79.0%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Active	Overhang brackets complete. Borg bracket and deck formwork installation in progress.	67.5%
R60	52nd Avenue W Crossing (Township Road)	1224+92	On Hold	No work during the reporting period.	68.7%
R61	County Road 6 Crossing	1330+41	Active	Substructure concrete in progress.	56.8%
R62	County Road 14 Crossing	1438+97	Active	Substructure concrete in progress.	42.7%
R73	County Road 16/17 Crossing	1558+40	Active	IBI to begin substructure concrete soon. Dewatering in progress at months end.	34.2%
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	On Hold	No work during this reporting period	95.1%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Not Started	No work during reporting period	13.5%
R76	47th St. SE access to Parcel 1200	1500+00	On Hold	No work during reporting period	87.5%
R77	170th Ave. Xing Drain 13 & Legal Drain 30	250+00	On Hold	Signage installation complete	0.0%
R3A	Dead-End Termination of Local Roads in Reach-01	27+63 to 219+29	On Hold	Signage installation complete.	60.7%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	On Hold	Signage installation complete	90.2%
R3C	Dead-End Termination of Local Roads in Reach-03	302+00 to 428+53	On Hold	Signage installation complete	60.7%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>BU % complete – see footnote<sup>5</sup></b>
R3D	Dead-End Termination of Local Roads in Reach-04	428+53 to 576+00	On Hold	Signage installation complete	72.1%
R3E	Dead-End Termination of Local Roads in Reach-05	576+00 to 655+00	On Hold	Signage installation complete	81.3%
R3F	Dead-End Termination of Local Roads in Reach-06	655+00 to 762+77	On Hold	No work during reporting period	27.6%
R3G	Dead-End Termination of Local Roads in Reach-07	762+77 to 859+53	On Hold	No work during reporting period	62.0%
R3J	Dead-End Termination of Local Roads in Reach-09	912+00 to 968+00	On Hold	No work during reporting period	0.0%
R3K	Dead-End Termination of Local Roads in Reach-10	968+00 to 1080+28	On Hold	No work during reporting period	34.8%
R3L	Dead-End Termination of Local Roads in Reach 11	1080+28 to 1235+72	On Hold	No work during reporting period	57.7%
R3M	Dead-End Termination of Local Roads in Reach 12	1235+72 to 1327+00	On Hold	Signage installation complete	87.7%
R3N	Dead-End Termination of Local Roads in Reach 13	1327+00 to 1554+59	On Hold	Signage installation complete	74.0%
RA6	Security and Access Reach 1	27+63 to 219+29	Active	No work during reporting period	31.5%
RB6	Security and Access Reach 2	219+29 to 302+00	Active	No work during reporting period	38.0%
RC6	Security and Access Reach 3	302+00 to 428+53	Active	No work during reporting period	0.0%
RD6	Security and Access Reach 4	428+53 to 576+00	Active	No work during reporting period	21.9%
RE6	Security and Access Reach 5	576+00 to 655+00	Active	No work during reporting period	0.0%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	No work during reporting period	0.0%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	BU % complete – see footnote <sup>5</sup>
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during reporting period	0.0%
<b>Buildable Unit Group – Railroad Crossings</b>					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	No work during reporting period	99.5%
X72	BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly	311+61	Complete	No work during reporting period	99.1%
X73	BNSF Hillsboro crossing – BU3 – Bridge and Track	311+61	Active	Continued installing sheet pile at abutments; H-Piles in Piers. Weather conditions were challenging during the reporting period.	43.0%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Not Started	No work during reporting period	9.1%
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Not Started	No work during reporting period	18.3%
X81	BNSF Prosper crossing – BU1 – Shoofly	661+59	Complete	No work during reporting period	99.5%
X82	BNSF Prosper crossing – BU2 – Tie-in to Shoofly	661+59	Complete	No work during reporting period	98.8%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Active	Bearing seat drilling first phase, complete. QC inspections 1 <sup>st</sup> phase complete	58.3%
X84	BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail	661+59	On Hold	Sub-ballast placement was partially completed except for the abutments.	12.4%
X85	BNSF Prosper crossing – BU5 – Removal of Shoofly	661+59	Not Started	No work during reporting period	15.7%
X91	BNSF K.O. crossing – BU1 – Shoofly	870+87	Complete	No work during reporting period	99.3%
X92	BNSF K.O. crossing – BU2 – Tie-in to Shoofly	870+87	Complete	No work during reporting period	90.9%
X93	BNSF K.O. crossing – BU3 – Bridge and Track	870+87	On Hold	No work during reporting period	24.7%
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	On Hold	Sub ballast placement was partially complete except the abutments	6.7%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	BU % complete – see footnote <sup>5</sup>
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Not Started	No work during reporting period	13.1%
Utility Adjustments					
AT1	AT&T Reach 8 @ Design (COM-ATT-871+00)	871+00	Active	Partial removal of abandoned utility	99.6%
DC1	Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
DC2	Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00)	1171+00	Active	Utility removal at the east side of the channel	99.7%
F09	CenturyLink - Reach 4 @ Design (COM-CLN-571+50)	571+50	Active	Utility removal at the levee footprint	98.2%
F10	CenturyLink - Reach 4 @ Design (COM-CLN-571+61)	571+61	Active	Utility removal at the levee footprint	98.2%
F12	CenturyLink - Reach 6 @ Design (COM-CLN-679+11)	679+11	Active	Utility removal at the levee footprint	98.9%
F13	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1))	851+00	Active	Utility removal at the levee footprint	99.1%
F14	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2))	851+00	Active	Utility removal at the levee footprint	99.1%
F15	CenturyLink - Reach 7 @ Design (COM-CLN-852+00)	852+00	Active	Utility removal at the levee footprint	99.1%
F18	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F19	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F20	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F22	CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1))	978+00	Active	Conduit installation at the bridge abutments	90.4%



<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>BU % complete – see footnote<sup>5</sup></b>
F25	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2))	1118+00	Active	Utility removal at the levee footprint	97.5%
F26	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1))	1180+00	Active	Utility removal at the levee footprint	97.5%
F27	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2))	1171+00	Active	Utility removal at the levee footprint	99.6%
F28	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1))	1171+00	Active	Utility removal at the levee footprint	99.6%
F34	CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1))	1490+00	Active	Cable installation by Third Party	100.0%
MP1	Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12)	54+12	Active	Temporary relocation at CR 4-31 and Drain 29	51.5%
MS2	Midcontinent - Reach 7 @ Design (COM-MCC-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
MS4	Midcontinent - Reach 10 @ Design (COM-MCC-982+000)	982+00	Active	Conduit installation at the bridge abutments	90.4%
MS5	Midcontinent Reach 11 @ Design (COM-MCC-1171+00)	1171+00	Active	Utility removal at the levee footprint	99.5%
P02	Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84)	51+84	Active	Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN	99.6%
P09	Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00)	851+00	Active	Utility removal at the levee footprint	99.3%
P14	Cass County Electric Reach 10 @ Design (ELC-CCC-979+00)	979+00	Active	Conduit installation at the bridge abutments	90.3%
W03	Cass Rural Water - Reach 1 @ Design (WAT-CRW-153+81)	153+81	Active	Lowering of the CRW at CR 31	99.3%
W05	Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98)	304+98	Active	Removal of utility	87.6%
W14	Cass Rural Water - Reach 9 @ Design (WAT-CRW-962+00)	962+00	Active	HDD and plow method installation, hydro pressure and disinfection tests	99.3%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	BU % complete – see footnote <sup>5</sup>
W16	Cass Rural Water - Reach 11 @ Design (WAT-CRW-1119+00)	1119+00	Active	Utility removal at the levee footprint	99.7%
<b>Buildable Unit Group - Administration Building</b>					
AB1	Authority Administration Building - Settlement Works		Complete	No work during reporting period Monitoring erosion control measures for the winter.	0.0%
AB2	Authority Administration Building - Building Works		Not Started	No work during reporting period	0.0%

## Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)

CE-/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted <sup>6</sup>	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Withdrawn
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000.00	N/A	Withdrawn
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800.00	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	TBD	Ongoing
CE 007-02	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 2	May 4, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 008	Berlin Townships MOU Amendments	May 13, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 009	NDDOT MOU Amendments, Expansion Joints	May 24, 2022	Not submitted		Closed – Withdrawn by the RRVA
CE 010	Material Flood Event Sheyenne River on Gol Road Near Kindred	June 6, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 011	BNSF Delays	July 25, 2022	\$35,825,167.00* (*Includes CE 011, CE012 & CE 013)	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 012	BNSF Review Delays Prosper	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 013	BNSF Review Delays KO	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 014	Modified Permit Delay Impact	December 2, 2022	\$69,571,469.40	N/A	Closed – Submitted to TDRB
CE 015	Failure of a Third Party (BNSF) to Comply with Third Party MOU	October 18, 2023	\$25,704,786.00	N/A	Closed – Submitted to TDRB
CE 016	Contamination on Reach 9	November 6, 2023	\$106,844.28	TBD	Closed – Subject to dispute provision of the Project Agreement (Section 54.3)

<sup>6</sup> Costs are required to be submitted with Detailed CE Notices; however, RRVA submits these with its Final Detailed CE Notices.

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted <sup>6</sup>	Cost / Relief Agreed	Status
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	TBD	Ongoing
CE 018	Failure of a Third Party (BNSF) to Comply with Third Party MOU	January 24, 2024	\$3,253,991.63	N/A	Closed – Submitted to TDRB
CE 019	Additional Riprap Requirement due to Hydraulic Analysis of DIS	March 20, 2024	\$1,932,534.86	TBD	Withdrawn
CE 020	Updates to Project Agreement, Exhibit 4 (Project Land)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 021	Attachment 3-14 Update (related to Exhibit 4)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 022	Rush River Excavation - 404 Permit Delay	June 25, 2024	Not yet submitted	TBD	Ongoing
CE 023	Epoxy Coated Rebar Delays	July 5, 2024	Not yet submitted	TBD	Ongoing
CE 024	AAB Material Delivery	July 25, 2024	\$438,416.53	TBD	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 025	Obstructions Uncovered Hillsboro	July 22, 2024	Not yet submitted	TBD	Withdrawn
CE 026	Hazardous Environmental Conditions in Reach 13	September 20, 2024	Not yet submitted	TBD	Ongoing
CE 027	Initial Compensation Event Notice – Issuance of Nonconformance Reports by Authority	October 11, 2024	Not yet submitted	TBD	Ongoing
CE 028	Undisclosed Hazardous Environmental Conditions at County Road 8	December 3, 2024	Not yet submitted	TBD	Ongoing
CE 029	Drain 14C – Mapleton Drain 9	December 24, 2024	Not yet submitted	TBD	Ongoing
CE 030	Obstructions uncovered in Reach 9	January 10, 2025*	Not yet submitted	TBD	Ongoing
CE 031	Authority Failure to Use Reasonable Efforts Pursuant to Article 54	January 20, 2025*	Not yet submitted	TBD	Ongoing
CE032	Qualifying Change in Law	January 20, 2025*	Not yet submitted	TBD	Ongoing
RE 001	Non-Material Flood - Maple	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided
RE 002	Non-Material Flood - Sheyenne	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided

## Attachment C – Authority Change Requests (ACRs)

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR001-2022	Use of local roads	May 31, 2022	No Cost	N/A	Executed
ACR002-2022	Cass County – Change from Kansas Corral Rail to Texas Corral Rail	May 31, 2022	\$450,000.00	\$410,000.00	Paid
ACR003-2022	Attachment 3-25 Update	July 28, 2022	\$1,317,138.95	N/A	Ongoing
ACR004-2022	EAP Utilization Plan	September 2, 2022	No Cost	N/A	Executed
ACR005-2022	Amend TR Section 2.2.6.1(2) to include re-baselining PBS for Compensation Events and approved Change Orders	October 18, 2022	N/A	N/A	Withdrawn
ACR006-2022	Cass County Drain 14C	October 18, 2022	(\$662,360.00)	(\$950,000.00)	Executed
ACR007-2022	NDDOT Conduits	December 2, 2022	\$337,475.14	\$283,940.32	Executed
ACR008-2022	CCRW connection of waterline from Res B to Res C	November 28, 2022	\$2,259,945.46	\$1,246,760.06	Paid
ACR009-2022	Township Mobility Improvements	December 23, 2022	N/A	N/A	Withdrawn
ACR010-2022	Acceleration of Tree Felling	December 21, 2022	\$1,000,000.00	N/A	Ongoing
ACR011-2023	MLGC FOC Installation in Mapleton Township	January 20, 2023	\$368,550.67	\$350,000.00	Executed
ACR012-2023	TR Section 3.10.3.1 (10)	January 24, 2023	No Cost	N/A	Executed
ACR013-2023	37th Street SE west of the Diversion Channel	January 26, 2023	(\$62,111.04)	N/A	Ongoing
ACR014-2023	Relocation of CRWUD waterline	February 2, 2023	\$48,449.58	N/A	Ongoing
ACR015-2023	Deletion of requirement to establish and maintain Woodland Species (Att 3-21 Woodland Species)	May 10, 2023	N/A	N/A	Withdrawn
ACR016-2023	Aqueduct Design Sheyenne River	August 14, 2023	\$37,535,575.00	\$2,975,000.00	Partially Paid
ACR017-2023	River Inlets and Drain Inlets	August 31, 2023	No Cost	N/A	Executed
ACR018-2022	CR 10 to 166th Ave. Connection	September 27, 2023	\$178,278.79	N/A	Ongoing
ACR019-2023	38th St. NW connection to the MRT connected to Project ROW (Access south of BNSF KO line)	September 27, 2023	\$37,247.13	N/A	Ongoing
ACR020-2023	Updates to Project Agreement, Exhibit 4 (Project Land)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR021-2023	Attachment 3-14 update (related to Exhibit 4)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR022-2023	Aqueduct Design Maple River	December 22, 2023	\$15,459,470.80	\$2,975,000.00	Partially Paid
ACR023-2024	38th Street W Interim Connection (roadway connection south of I-94)	February 7, 2024	\$135,735.28	\$115,000.00	Executed

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR024-2025	Road Connection in Harwood Township	February 6, 2025*	\$7,468,785.89	TBD	Ongoing
ACR025-2025	AAB Modifications	TBD	TBD	TBD	Pending issue

## Attachment D – RRVA Change Requests (DCRs)

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-001	Deletion of Preliminary Design Report Submission for Diversion Channel Bus/Move to 60% design	March 25, 2022	No Cost	N/A	Executed
DCR2022-002-1	Change Definition of Days – Part 1	April 20, 2022	No Cost	N/A	Executed
DCR2022-002-2	Change Definition of Days – Part 2	April 20, 2022	No Cost	N/A	Executed
DCR2022-003	Change the Calculation Methodology of Designing Sizes of Ripraps	June 3, 2022	N/A	N/A	Rejected
DCR2022-004	Amendment to Re-Submitting to Submit Next Step Buildable Units	July 14, 2022	No Cost	N/A	Executed
DCR2022-005	Amendment to Combine PDF drawing file for Submittals	June 30, 2022	No Cost	N/A	Executed
DCR2022-006	Change Cass County Review Period for Specific Buildable Units Reports and Submittals	July 14, 2022	No Cost	N/A	Executed
DCR2022-007	Deletion of Demolition Buildable Units Reports	July 14, 2022	No Cost	N/A	Executed
DCR2022-008	Change Location of maintenance Road/Trail on the left EMB	July 14, 2022	No Cost	N/A	Executed
DCR2022-009	Maple River Aqueduct Spillway Design and Operational Changes	December 5, 2022	\$3,500,000.00	\$3,500,000.00	Paid
DCR2022-010	Changing Dead End Termination Types for Local Roads at Diversion Channel	October 5, 2022	\$50,000.00	\$17,440.50	Paid
DCR2022-011	Amend Number of Individuals for Cultural Resource/Archaeological Monitoring	July 13, 2022	No Cost	N/A	Executed
DCR2022-012	ITP Submittal Requirement from R&C to FIO	July 28, 2022	N/A	N/A	Rejected
DCR2022-013	Amendment for the Expansion Joint Details of NDDOT	January 24, 2022	N/A	N/A	Withdrawn
DCR2022-014	Project Office	August 10, 2022	No Cost	N/A	Executed
DCR2022-015	Amendment in Submitting Native Files before RFC Documents	August 15, 2022	No Cost	N/A	Executed
DCR2022-016	Amendment O&M QMP Implementation	August 18, 2022	No Cost	N/A	Executed
DCR2022-017	Amendment in Considering Temporary Flow	September 27, 2022	N/A	N/A	Withdrawn
DCR2022-018	Amendment to Design Quality Management Plan Technical Requirements	August 30, 2022	No Cost	N/A	Executed
DCR2022-019	SWPP NPDES	September 7, 2022	No Cost	N/A	Executed
DCR2022-020	Exhibit 5 technical Requirements Volume 4 Wetlands	September 26, 2022	No Cost	N/A	Executed
DCR2022-021	Proposed edits on TR 2.10.1 (Executive Council Meetings)	March 10, 2023	No Cost	N/A	Executed
DCR2022-022	Local Drainage Freeboard Variance	October 27, 2022	No Cost	N/A	Executed



DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-023	Combination of Local Drainage with Diversion Channel Buildable Units	November 2, 2022	N/A	N/A	Withdrawn
DCR2022-024	Key Personnel Project Information Officer and Land Manager	January 24, 2023	No Cost	N/A	Executed
DCR2022-025	Seed Mixes	June 8, 2023	No Cost	N/A	Executed
DCR2022-026	Cultural Resources OIN 936	December 16, 2022	N/A	N/A	Withdrawn
DCR2022-027	BNSF Comments Raised in the Design Review Process	December 19, 2022	N/A	N/A	Rejected
DCR2022-028	Key Personnel RRVA's Project Quality Monitor	February 2, 2023	No Cost	N/A	Executed
DCR2022-029	Design Deliverables Schedule and Electronic Deliverables Tracking Log Submissions	February 1, 2023	No Cost	N/A	Executed
DCR2023-030	Acceleration measures due to BNSF Delays	February 16, 2023	\$195,113.13	\$195,113.13	Paid
DCR2023-031	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.3(1) – 85% Compaction and Plow Installation of Utilities	March 3, 2023	No Cost	N/A	Executed
DCR2023-032	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.5(2) – Grouting of HDD	March 3, 2023	(\$154,000.00)	N/A	Rejected
DCR2023-033	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.5.5(5) – RFC Hardcopies	February 28, 2023	No Cost	N/A	Executed
DCR2023-034	Dispute Resolution Board -Exhibit – Part 1 Clause 2.2	March 21, 2023	No Cost	N/A	Executed
DCR2023-035	Section 2.11.10.2 SWPPP NPDES, (2) & (4)	March 23, 2023	No Cost	N/A	Executed
DCR2023-036	Dispute Resolution Board – Exhibit Part 2 SECTION 1.4	N/A	N/A	N/A	Pending – Not submitted
DCR2023-037	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Rs 3.3.1. ("Transitions for Legal Drains")	April 18, 2023	N/A	N/A	Rejected
DCR2023-038	Amendment Exhibit 1 Definitions	April 18, 2023	N/A	N/A	Rejected
DCR2023-039	Vol 1 Art 7 Section 7.3 (b) Definitions ("Discretionary Submittals)	April 18, 2023	N/A	N/A	Rejected
DCR2023-040	Exhibit 1 Definitions Noncompliance Start Date and Time	April 19, 2023	N/A	N/A	Rejected
DCR2023-041	TR Attachment 4-1 Performance and Measurement Table	May 2, 2023	No Cost	N/A	Executed
DCR2023-042	Levee Monitoring	June 28, 2023	N/A	N/A	Rejected
DCR2023-043	Deletion of Dead-End Termination Reach 8 and Reach 14 BU Reports	August 30, 2023	N/A	N/A	Withdrawn
DCR2024-044	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	March 7, 2024	N/A	N/A	Rejected
DCR2024-045	I-29 & I-94 Duration Ramp Closure	March 15, 2024	No Cost	N/A	Executed

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2024-046	Interim Completion Element	June 12, 2024	No Cost	N/A	Rejected
DCR2024-047	Section 2.2.4.5 Quarterly As-Built Drawing Update	June 17, 2024	No Cost	N/A	Rejected
DCR2024-048	Aqueduct Gate Considerations in H&H Model – Amendment to Section 3.5.1.3 (2) (d) of the TR	August 23, 2024	No Cost	N/A	Withdrawn
DCR2024-049	Cass County Ditch Requirement	August 7, 2024	\$3,903,546.12	N/A	Rejected
DCR2024-050	Amendment to Project Agreement, Exhibit 5 TR, Volume 3, Section 2.6.3(6) Shop Drawings signed by the Buildable Unit Construction Manager	August 23, 2024	No Cost	No Cost	Executed
DCR2024-051	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.4.5 Quarterly As-Built Drawing Update	October 16, 2024	No Cost	No Cost	Executed
DCR2024-052	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	October 17, 2024	\$243,123.21	N/A	Rejected
DCR2024-053	Aqueduct Gate Considerations in H&H Model - Amendments to Section 2.5.7(2), Section 3.5.1.3(1), Section 3.5.1.3...	October 17, 2024	No Cost	No Cost	Executed
DCR2024-054	DCR-2024-054 - F01 & P01 Abandonment under Right EMB – Reach 1	October 17, 2024	(\$12,000.00)	N/A	Ongoing
DCR2024-055	Amendment to Project Agreement Exhibit 1 Definitions, Technical Requirements Section 2.2.2, Technical Requirements Section 2.2.9 (2), Technical Requirements (Definition of Interim Completion Element)	October 22, 2024	No Cost	No Cost	Executed
DCR2025-056	Amendment to Project Agreement Exhibit 1 Definitions - Interim Completion Element	March 7, 2025	No Cost	No Cost	Ongoing

**Attachment E – Pay Unit Summary**

No Pay Units have been paid to date. However, anticipated payments for Pay Units are set forth in the Project Controls section.

## Attachment F – Noncompliance Points (NCPs) Status Tables

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00001	MFDA-NCR-0001 – Audit Program scheduling	2	2	2	
NCR-00017	MFDA-NCR-0003 – Lack of full-time engagement for key personnel: RRVA’s public information officer and D&C contractor’s land manager	27	27	0	
NCR-00019	MFDA-NCR-0004 – Lack of timely issuance for the May 2022 Monthly Performance Report	0	0	0	
NCR-00028	Lack of timely issuance for the July 2022 Monthly Performance Report by Aug. 10, 2022	0	0	0	
NCR-00041	MFDA-NCR-0012 – Lack of implementing effective corrective actions to prevent recurrence of Nonconformances associated with late issuance of meeting minutes	18	0	0	
NCR-00042	MFDA-NCR-0013 – Start of construction work without RFC documents and without resolving Authority’s comments	3	3	3	
NCR-00043	MFDA-NCR-0014 – Start of construction work without submitting an Inspection and Test Plan	3	3	3	
NCR-00044	Starting construction work on permanent works in Reach 01 without having an approved Inspection and Test Plan	9	6	6	
NCR-00045	Start of construction on permanent works in Reach 01 without complete RFC document package	9	6	6	
NCR-00046	Starting horizontal directional drilling work without having an approved Inspection and Test Plan for Cass Rural Water (W02) 84+03	3	3	3	
NCR-00047	Starting horizontal directional drilling work without having a complete RFC package for Cass Rural Water (W02) 84+03.	6	0	0	
NCR-00048	Lack of submitting ECS Certification for Channel Reach 2 prior to commencement of construction	4	4	4	
NCR-00051	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.15	18	4	0	
NCR-00053	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.19	18	16	14	
NCR-00072	MFDA-NCR-0015 – Start of construction work without resolving Authority’s comments for drilling operations ITP WAT-CRW-309+20	6	6	6	
NCR-00073	Starting construction work without having an approved Inspection and Test Plan for Cass Rural Water (W03) 153+81	3	3	3	
NCR-00078	MFDA-NCR-0020 – Start of construction work without RFC Documents E40-F04 COM-CLN-156+09/156+20	3	3	3	
NCR-00079	MFDA-NCR-0021 – Start of construction work without RFC documents F07 COM- CLN-310+66; P04 – ELE-CCE-309+58	3	3	3	
NCR-00080	Start of construction work without approved Inspection and Test Plan documents E40-F04 COM-CN-156+09/156+20	3	3	3	
NCR-00081	Start of construction work without approved Inspection and Test Plan documents F07 COM-CLN-310+66; P04 – ELE-CCE-309+58	3	1	1	

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00082	MFDA-NCR-0024 – Start of construction work without accepted ITP for wick drains installation at BU-G11 CR 4/31	0	0	0	
NCR-00084	MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02	9	9	9	
NCR-00086	October 2022 Audit, DQP 3.10(2) – DCS workflows are not used in the returning of shop drawings as outlined in Procedure 4.d	12	0	0	
NCR-00087	October 2022 Audit, DQP 3.14(1) – DM hasn't provided the initial review of the RFI per Procedure 1, DJV has a new role, the DSCS who is providing the review	12	0	0	
NCR-00088	No signature has been provided on the RFI response per Procedure 4	12	0	0	
NCR-00089	Procedure 5, prior notification of the RFI response to ASN was made in some reviews, but not all reviews	12	0	0	
NCR-00093	MFDA-NCR-0028 – Incorrect Engineer of Record signing and sealing Design Deliverables E40-W03 – WAT-CRW-153+81	18	18	0	
NCR-00094	MFDA-NCR-0029 – Unapproved key personnel, core staff discipline, staff and specialist performing the work	6	0	0	
NCR-00097	MFDA-NCR-0033 – Lack of implementing Design Quality Procedure DQP 3.7	18	18	18	
NCR-00098	MFDA-NCR-0031 – Incorrect Engineer of Record signing and sealing Design Deliverables E30-G11 – CR4 31 Crossing	18	18	0	
NCR-00099	MFDA-NCR-0034 – Lack of CQMP procedure associated with processes leading into issuance of record drawings	360	200	200	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00100	The Project Quality Monitor did not attend the project office during the Month of November (2022)	3	0	0	
NCR-00110	MFDA-NCR-0036 – Lack of issuing Federal Compliance Report for year 2022	28	14	14	
NCR-00112	Lack of RRVA not having a RRVA's Local Affairs Project Manager on staff	12	12	12	
NCR-00123	MFDA-NCR-0039 – Lack of implementing the process for checking and reviewing design deliverables as described in DQP 3.3 Design Deliverables Drawing Review	114	50	50	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00134	MFDA-NCR-0049 – Lack of implementing the process for checking and reviewing design deliverables	104	40	40	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00147	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F09) at 571+50	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00148	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F10) at 571+61	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00151	MFDA-NCR-0054 – Starting work without accepted ITP (F11)	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00154	Identification of NC in the CQMP May 2023 Audit – Tracking Completion of BUs and PEs	68	4	4	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00155	Identification of NC in the CQMP May 2023 Audit – Coordination of CQM and CM for coordinating completion of each PE and BU	68	0	0	
NCR-00171	MFDA-NCR-0056 – Starting work without accepted ITP	6	3	3	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00172	MFDA-NCR-0057 – Starting work without accepted ITP	3	3	3	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00174	MFDA-NCR-0055 – Starting work without accepted ITP	6	3	3	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00180	Lack of RRVA not having a safety coordinator on staff	0	0	0	
NCR-00185	MFDA-NCR-0064 – Starting work without accepted revised safety plan	109	11	11	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00199	MFDA-NCR-0075 – Lack of erosion and sedimentation protection	2	2	2	
NCR-00207	MFDA-NCR-0076 – Lack of registering Nonconformance	12	12	12	Notice of dispute issued by the Developer and responded to
NCR-00208	MFDA-NCR-0077 – Lack of compliance with work zone traffic	1	1	1	
NCR-00222	MFDA-NCR-0084 – Lack of conducting audit in accordance with the Audit Program	6	6	6	Notice of dispute issued by the Developer and responded to
NCR-00224	MFDA-NCR-0085 – Utilized compaction equipment for levee and EMB fill	130	2	2	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00247	Starting construction work without having an approved Inspection and Test Plan for BNSF Prosper settlement activities	21	0	0	
NCR-00254	MFDA-NCR-0096 – Failure to provide timely notification of Hazardous Environmental Condition	55	0	0	
NCR-00309	R36 – I-94 1-Week Ramp Closure	5	5	5	
NCR-00347	Key Personnel Position – D&CC-CQMP position not filled	9	9	9	The PMC recommends assessing 137 NCPs accumulated since September 17, 2024, to the end of reporting period. The Developer issued letter contesting the validity of the Nonconformance. The Authority responded. No further communication has been received from the Developer.
NCR-00362	C02 (Tree Planting) – Starting Construction Work without having an approved ITP	0	0	0	
NCR-00363	Key Personnel Position – D&CC – CM position not filled	0	0	0	
<b>Total</b>		<b>1407</b>	<b>551</b>	<b>482</b>	

Pending Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00096	MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates	677	677**		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00109	MFDA-NCR-0035 – Lack of issuing updated PBS and WBS as a result of Buildable Unit changes identified in the Project Status Schedule Update for December 2022	600**	600**		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00242	MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units)	338	338		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00253	MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition	147	147		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00264	MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256)	676	676		Pending assessment. Letter issued by the Developer contesting the Nonconformance was issued.
NCR-00323	MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates	260**	0		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00324	MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS	260**	0		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00325	MFDA-NCR-0110 – Lack of including activities in PBS	260**	0		Pending assessment. Various communication between Parties related to validity of the Nonconformance
NCR-00327	MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan	338	338		Pending assessment. Nonconformance objected to by the Developer and responded to
NCR-00330	MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS	260**	0		Pending assessment. Various communication between Parties related



Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
					to validity of the Nonconformance
NCR-00380	Lack of updates to the H&S Organizational Chart	165	165		Pending assessment. Letter contesting the Nonconformance was issued by the Developer and responded to
<b>Total</b>		<b>3,981</b>	<b>2,941</b>		

\*\* Although these are different requirements, we may evaluate as concurrent Noncompliance Events related to issuance of PBS, resulting in assessing NCPs for a single Noncompliance Event only



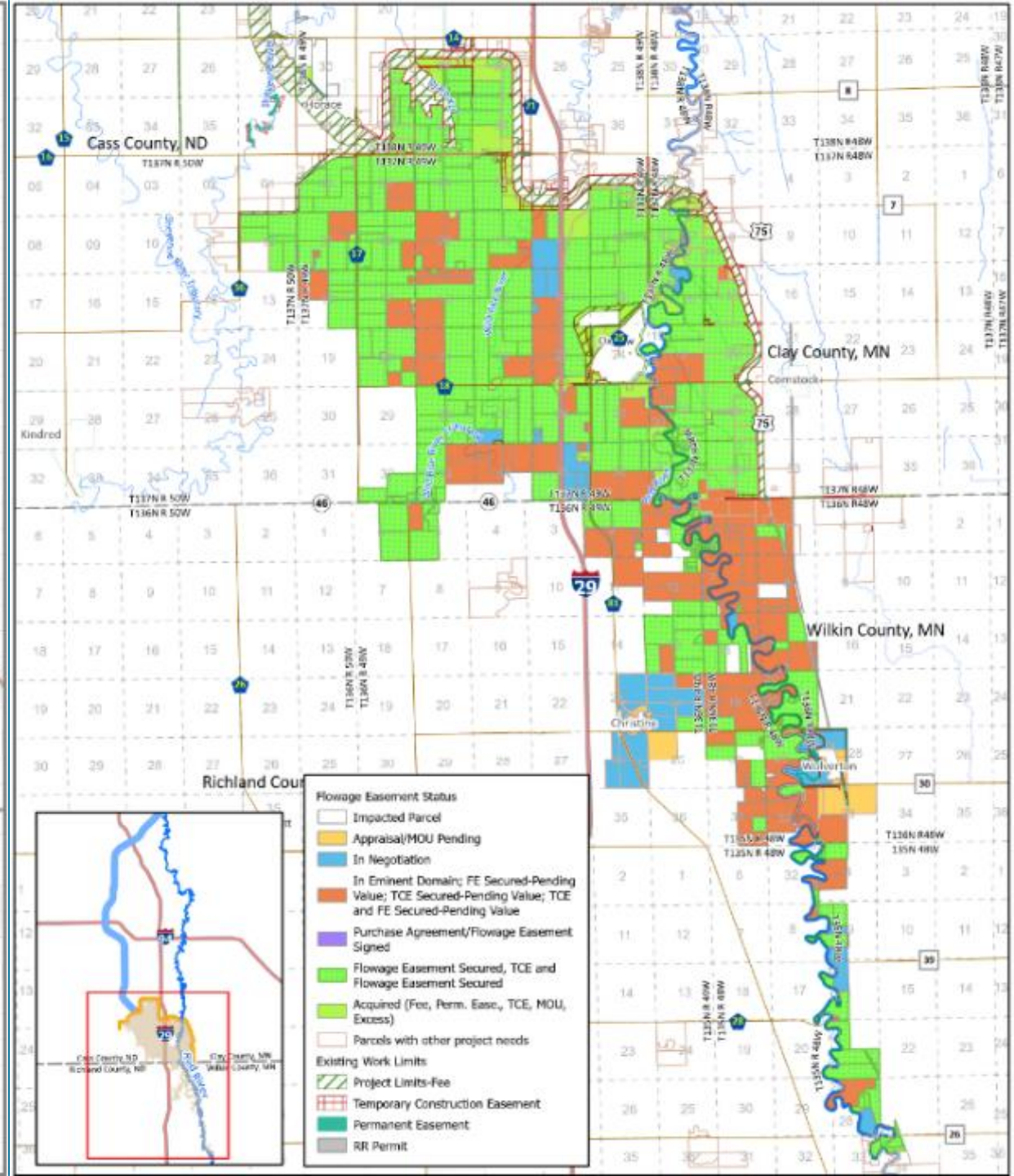
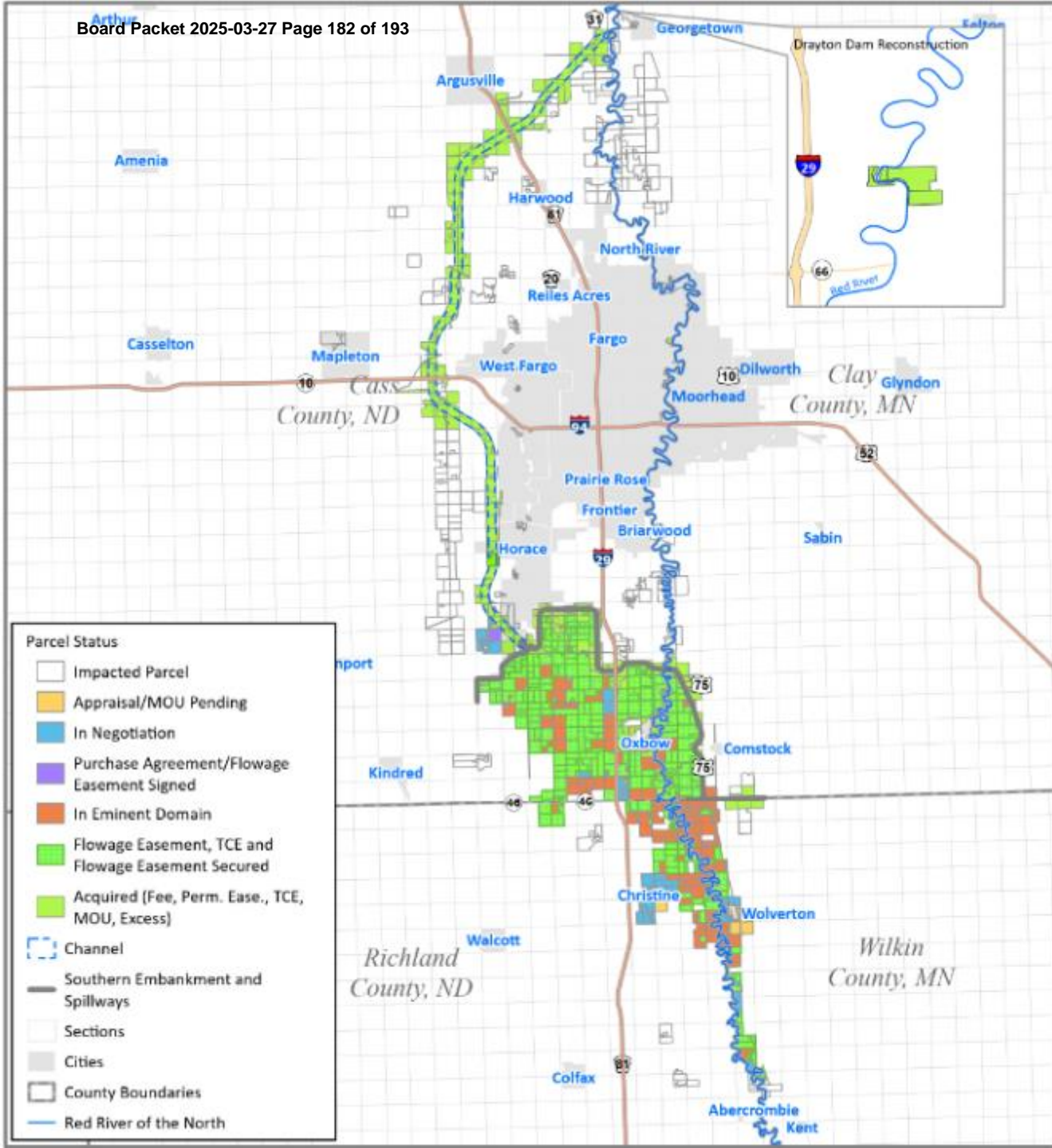
METRO  
FLOOD  
DIVERSION  
AUTHORITY

# Lands Status Report

March 2025









# Property Acquisition Progress

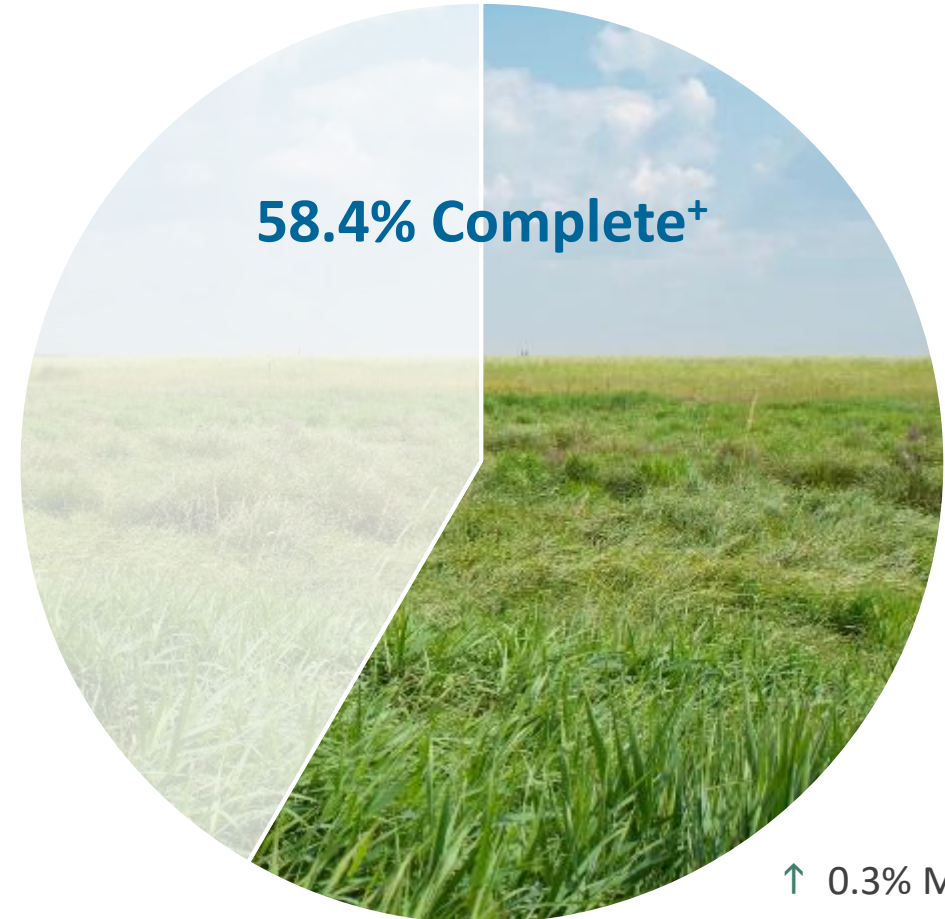


### Construction Footprint\*



No Change

### UMA Footprint\*\*



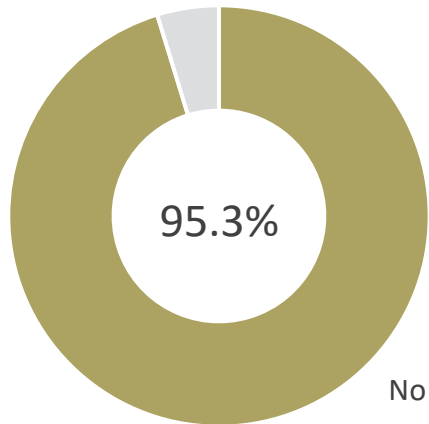
↑ 0.3% MoM

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

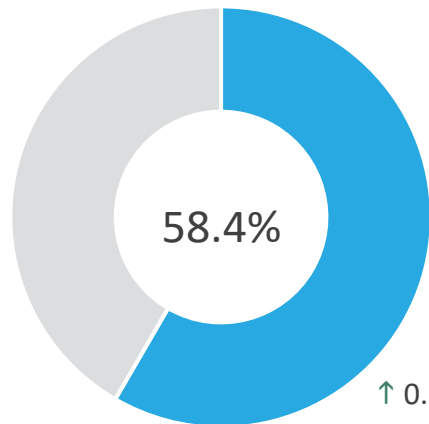
\*\* Includes parcels for Christine and Wolverton

As of March 18, 2025

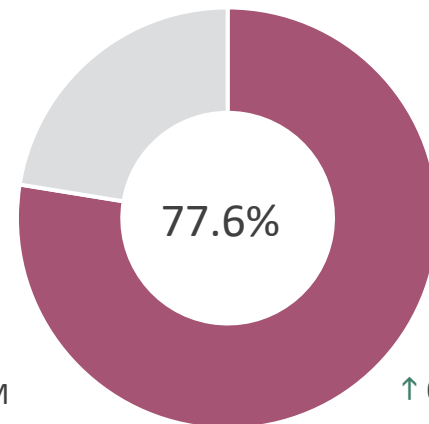
# Property Acquisition Progress by Location



Southern Embankment & Associated Infrastructure



Upstream Mitigation Area

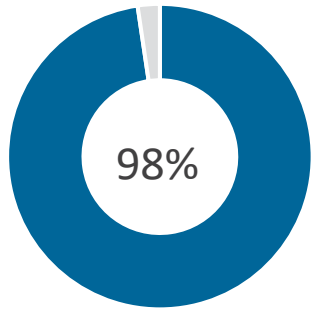


Environmental Monitoring Easements



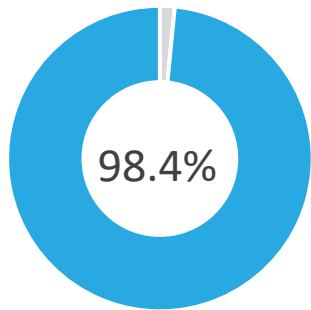
# Landowner Overview

## Construction Footprint\*



**298 Owner Groups**  
264 in ND & 35 in MN<sup>+</sup>  
292 settlements achieved  
0 ongoing negotiations  
7 in litigation

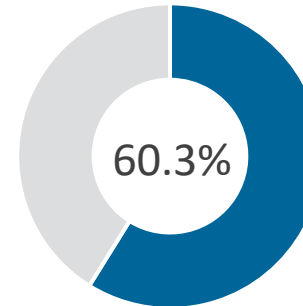
98% of owner groups have settled



**576 Parcels**  
567 settlements achieved  
0 ongoing negotiations  
9 in litigation

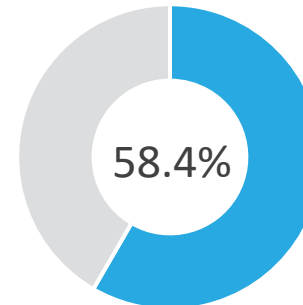
98.4% of parcels have been acquired

## UMA Footprint\*\*



**292 Owner Groups**  
223 in ND & 71 in MN<sup>+</sup>  
176 settlements achieved  
51 ongoing negotiations  
72 in litigation

60.3% of owner groups have settled



**651 Parcels**  
380 settlements achieved  
99 ongoing negotiations  
172 in litigation

58.4% of parcels have been acquired

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

<sup>+</sup> Some owner groups have property in both states

\*\* Includes Christine and Wolverton parcels

# Key Activities

- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 6 parcels / 6 owners in the UMA and Sheyenne River Benching portion of the Project**
- **Completing appraisal reports for Christine area flowage easements and Horace Mobility Improvements**
- **Continuing the process of disposing of Excess Lands**
  - 39 parcels / 681.26 acres have been approved as Excess Lands
    - 8 parcels / 262.36 acres are moving through the Policy
    - 31 parcels / 418.90 acres have been sold or pending closing
- **Initiated staking the farmable areas adjacent to active construction sites along the SEAI**
- **Issued vacate notices for occupied Minnesota properties**



# Land Agent Reports

## CCJWRD

- Providing relocation advisory and claim preparation services for people that are moving
- Providing final walk-through assistance as needed
- Processing RIMP reimbursement requests
- Assisting with mediations and settlement negotiations
- Conducting negotiations for Sheyenne River Benching Project
- Making offers and conducting negotiations for flowage easements in Christine
- Working on property acquisition for cemetery mitigation work

## MCCJPA

- Providing relocation advisory and claim preparation services to people that are moving
- Providing final walk-through assistance as needed
- Processing RIMP reimbursement requests
- Assisting with mediations and settlement negotiations
- Conducting negotiations for Wolverton flowage easements

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

2/21/2025

split split  
94% to MFDA 6% to County

at 2% Sales Tax

split split  
62.5% MFDA 37.5% COF  
(1.25% tax) (.75%) tax COF

TOTAL TO  
MFDA - ANNUAL

Pygmt Date	month collected	County	Amount	County Collections	County Growth %	City	Amount	City Collections	City Growth %					
2/21/2025	Dec-24	Cass County	2,207,030.88	23,304,345.12	0.9%	21,906,084	1,398,261	City of Fargo	6,626,714.99	69,824,744.71	0.8%	43,640,465	26,184,279	65,546,550
1/21/2025	Nov-24	Cass County	2,281,112.22					City of Fargo	6,540,733.39					
12/20/2024	Oct-24	Cass County	1,764,529.62					City of Fargo	5,342,358.63					
11/22/2024	Sept-24	Cass County	2,257,740.11					City of Fargo	6,622,406.84					
10/21/2024	Aug-24	Cass County	2,088,361.27					City of Fargo	6,284,633.45					
9/21/2024	July-24	Cass County	1,746,626.42					City of Fargo	5,168,111.30					
8/21/2024	June-24	Cass County	2,659,707.17					City of Fargo	7,859,913.01					
7/22/2024	May-24	Cass County	1,348,902.41					City of Fargo	4,252,926.43					
6/24/2024	Apr-24	Cass County	1,759,660.73					City of Fargo	5,404,517.72					
5/21/2024	Mar-24	Cass County	2,276,388.27					City of Fargo	6,980,911.25					
4/22/2024	Feb-24	Cass County	1,023,591.77					City of Fargo	3,163,097.74					
3/21/2024	Jan-24	Cass County	1,890,694.25					City of Fargo	5,578,419.96					
2/22/2024	Dec-24	Cass County	2,781,114.42	23,106,462.71	8.2%	21,720,075	1,386,388	City of Fargo	8,158,464.07	69,250,461.96	4.0%	43,281,539	25,968,923	65,001,614
1/22/2024	Nov-24	Cass County	1,559,305.60					City of Fargo	4,709,032.00					
12/20/2023	Oct-24	Cass County	1,916,009.28					City of Fargo	5,684,255.33					
11/22/2023	Sep-24	Cass County	2,480,655.78					City of Fargo	7,615,211.78					
10/21/2023	Aug-24	Cass County	1,509,750.17					City of Fargo	4,530,239.98					
9/20/2023	Jul-24	Cass County	2,012,131.70					City of Fargo	6,030,106.74					
8/20/2023	Jun-24	Cass County	2,337,746.99					City of Fargo	6,739,403.04					
7/21/2023	May-24	Cass County	1,873,134.11					City of Fargo	5,735,919.99					
6/21/2023	Apr-24	Cass County	2,076,304.07					City of Fargo	6,368,293.95					
5/21/2023	Mar-24	Cass County	1,528,002.65					City of Fargo	4,619,852.76					
4/22/2023	Feb-24	Cass County	1,455,198.19					City of Fargo	4,544,116.43					
3/19/2023	Jan-24	Cass County	1,577,109.75					City of Fargo	4,515,565.89					
2/22/2023	Dec-22	Cass County	2,331,087.61	21,358,922.89	-2.6%	20,077,388	1,281,535	City of Fargo	7,015,548.33	66,571,120.26	4.3%	41,606,950	24,964,170	61,684,338
1/24/2023	Nov-22	Cass County	1,892,168.21					City of Fargo	5,746,351.94					
12/21/2022	Oct-22	Cass County	1,904,586.17					City of Fargo	5,637,286.90					
11/22/2022	Sep-22	Cass County	1,828,464.08					City of Fargo	5,282,124.95					
10/21/2022	Aug-22	Cass County	1,905,477.39					City of Fargo	5,697,578.75					
9/20/2022	Jul-22	Cass County	2,321,971.24					City of Fargo	7,149,286.78					
8/20/2022	Jun-22	Cass County	1,816,911.33					City of Fargo	5,066,525.72					
7/21/2022	May-22	Cass County	1,811,968.57					City of Fargo	5,388,350.10					
6/21/2022	Apr-22	Cass County	1,971,576.35					City of Fargo	6,059,165.61					
5/21/2022	Mar-22	Cass County	1,526,674.55					City of Fargo	4,461,738.30					
4/22/2022	Feb-22	Cass County	613,842.16					City of Fargo	4,850,989.43					
3/19/2022	Jan-22	Cass County	1,434,195.23					City of Fargo	4,216,173.45					
2/22/2022	Dec-21	Cass County	2,471,070.77	21,920,710.74	31.1%	20,605,468	1,315,243	City of Fargo	7,455,248.61	63,840,810.53	29.9%	39,900,507	23,940,304	60,505,975
1/25/2022	Nov-21	Cass County	1,587,312.19					City of Fargo	4,653,877.92					
12/21/2021	Oct-21	Cass County	2,245,078.73					City of Fargo	6,847,607.38					
11/22/2021	Sep-21	Cass County	1,578,911.41					City of Fargo	4,305,274.70					
10/21/2021	Aug-21	Cass County	1,846,222.17					City of Fargo	4,948,174.14					
9/20/2021	Jul-21	Cass County	1,941,367.18					City of Fargo	5,563,279.08					
8/20/2021	Jun-21	Cass County	1,928,026.98					City of Fargo	5,794,768.26					
7/21/2021	May-21	Cass County	2,134,078.28					City of Fargo	6,292,906.78					
6/21/2021	Apr-21	Cass County	1,247,864.18					City of Fargo	3,423,096.66					
5/21/2021	Mar-21	Cass County	1,924,292.66					City of Fargo	5,462,536.61					
4/22/2021	Feb-21	Cass County	1,588,269.26					City of Fargo	4,766,421.14					
3/19/2021	Jan-21	Cass County	1,428,216.93					City of Fargo	4,327,619.25					
2/22/2021	Dec-20	Cass County	1,445,794.87	16,719,327.13	0.3%	15,716,168	1,003,160	City of Fargo	4,232,187.56	49,146,842.57	-5.0%	30,716,777	18,430,066	46,432,944
1/25/2021	Nov-20	Cass County	1,587,940.99					City of Fargo	4,492,863.04					
12/21/2020	Oct-20	Cass County	1,630,976.65					City of Fargo	4,999,947.66					
11/23/2020	Sep-20	Cass County	1,396,321.95					City of Fargo	3,952,605.63					
10/21/2020	Aug-20	Cass County	1,694,006.82					City of Fargo	4,276,558.28					
9/22/2020	Jul-20	Cass County	1,467,915.93					City of Fargo	4,382,459.17					
8/21/2020	Jun-20	Cass County	1,605,095.72					City of Fargo	4,774,814.61					
7/22/2020	May-20	Cass County	1,557,866.22					City of Fargo	4,797,152.70					
6/19/2020	Apr-20	Cass County	860,574.06					City of Fargo	2,448,782.22					
5/21/2020	Mar-20	Cass County	1,293,072.02					City of Fargo	3,865,417.55					
4/22/2020	Feb-20	Cass County	1,306,194.23					City of Fargo	4,286,357.93					
3/20/2020	Jan-20	Cass County	873,567.67					City of Fargo	2,637,696.22					
2/24/2020	Dec-19	Cass County	1,806,500.14	16,670,136.34	6.0%	15,669,928	1,000,208	City of Fargo	5,542,185.17	51,732,824.69	7.4%	32,333,015	19,399,809	48,002,944
1/23/2020	Nov-19	Cass County	1,765,912.60					City of Fargo	5,757,005.84					
12/20/2019	Oct-19	Cass County	1,053,485.18					City of Fargo	3,055,444.40					
11/22/2019	Sep-19	Cass County	1,586,457.86					City of Fargo	4,786,259.66					
10/21/2019	Aug-19	Cass County	1,600,148.48					City of Fargo	4,940,121.35					
9/23/2019	Jul-19	Cass County	1,209,618.14					City of Fargo	3,618,612.18					
8/21/2019	Jun-19	Cass County	2,012,988.64					City of Fargo	6,334,417.88					
7/22/2019	May-19	Cass County	1,000,237.92					City of Fargo	2,954,722.53					
6/21/2019	Apr-19	Cass County	1,206,333.76					City of Fargo	3,957,201.59					
5/21/2019	Mar-19	Cass County	1,575,011.74					City of Fargo	4,907,368.09					
4/22/2019	Feb-19	Cass County	781,011.94					City of Fargo	2,472,350.68					
3/21/2019	Jan-19	Cass County	1,072,429.94					City of Fargo	3,407,135.32					
2/22/2019	Dec-18	Cass County	1,602,337.29	15,720,221.20		14,777,008	943,213	City of Fargo	4,957,423.52	48,185,965.90		30,116,229	18,069,737	44,893,237
1/23/2019	Nov-18	Cass County	1,331,035.62					City of Fargo	4,232,397.07					
12/21/2018	Oct-18	Cass County	1,343,355.18					City of Fargo	4,113,930.12					
11/23/2018	Sep-18	Cass County	1,718,685.28					City of Fargo	5,054,359.80					
10/19/2018	Aug-18	Cass County	991,141.62					City of Fargo	2,924,184.95					
9/24/2018	Jul-18	Cass County	1,438,831.10					City of Fargo	4,290,954.46					
8/21/2018	Jun-18	Cass County	1,796,550.82					City of Fargo	5,462,231.25					
7/23/2018	May-18	Cass County	1,042,677.94					City of Fargo	3,258,203.14					
6/21/2018	Apr-18	Cass County	1,142,864.18					City of Fargo	3,527,756.41					
5/21/2018	Mar-18	Cass County	1,508,616.11					City of Fargo	4,674,211.89					
4/20/2018	Feb-18	Cass County	713,349.48					City of Fargo	2,264,455.70					
3/21/2018	Jan-18	Cass County	1,090,776.58					City of Fargo	3,425,857.59					
2/22/2018	Dec-17	Cass County	1,871,667.76					City of Fargo	6,232,808.91					
1/23/2018	Nov-17	Cass County	924,357.13					City of Fargo	2,809,247.58					

# Budget Change Request

Document Control No. SWMLFC-CH2-FA-RFC-00008	Originator: D. Brown
Budget Change No. 019	Date: 10-Mar-2025
Title: Reallocate FEMA Certification Budget to HMG TO-102	
Project: FM-Diversion	

The purpose of this form is for budget management by requesting approval to transfer program contingency budget to the current fiscal year; or make budget transfers within the fiscal year budget; or both.

**Request Description:**

- This Budget Change Request (BCR) facilitates two transactions to support HMG Task Order 102 Amendment 9.**
1. Reallocate \$2 million of existing program budget reserved under the "Certification" Work Breakdown Structure (WBS) to the Engineering and Design Fees WBS. This amount will be apportioned between years 2025 & 2026.
  2. Increase the 2025 cash budget \$1 million from \$424,055,689 to \$425,055,689 to support the added scope under HMG Task Order 102 Amendment 9.

**Request Justification:**

The scope of work for updating the H&H Model as part of the Physical Map Revision process as recognized through FEMA is currently unassigned. HMG has been identified as the recommended contracting solution to continue the FEMA certification process. This work was originally anticipated to begin after Final Completion of the project, but through coordination with FEMA, the schedule has been moved up to begin working on this now. HMG Task Order No. 102 Amendment 9 includes this scope as defined under item 4.1.1.

General Impacts:		Program Budget Request and Status			
<b>Authority Board Approval Required?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Contract Types</b> <input type="checkbox"/> LS <input type="checkbox"/> TM <input type="checkbox"/> MOU <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> N/A	<b>Request Type</b> <input type="checkbox"/> Project Initialization <input checked="" type="checkbox"/> Project Change <input type="checkbox"/> Contingency Release		Cost Account	Amount
			Current Authorization (SOURCE)	SW-6235 SW-1165	\$2,000,000 \$11,875,471
<b>Change Impacts To:</b> Scope/Technical <input type="checkbox"/> Direction <input type="checkbox"/> Schedule <input type="checkbox"/> Budget <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/>			Current Request (Net Change)	SW-6235 SW-1165	(\$2,000,000) \$2,000,000
<b>Budget Request Summary</b>			Budget after Change	SW-6235 SW-1165	50,000 \$13,875,471
<b>Budget Increase:</b> Added Scope:   Over Runs: \$0   \$0   \$0			<b>2025 Cash Budget Request and Status</b>		
<b>Budget Decrease:</b> Deferred Scope   Deleted Scope \$0   \$0   \$0				Cost Account	Amount
<b>Internal Transfers:</b> From: Cost Account SW-6235   To: Cost Account SW-1165 \$2,000,000   \$2,000,000			Current Authorization (SOURCE)	SW-6235 SW-1165	0.00 \$3,000,000
			Current Request (Net Change)	SW-6235 SW-1165	0.00 \$1,000,000
			Budget after Change	SW-6235 SW-1165	0.00 \$4,000,000

Authorization Level	Approval / Concurrence	NOTE: Approval will be documented via ACONEX Workflow; or during Finance and Authority Board meetings		
5	Diversion Authority	Jason Benson		
4	Program Manager	Paul Barthel		
3	Project Controls	Andy Albertson		
2	Contracts Manager	Ian Joynes		
1	Originator	Dan Brown		

# Executive Director Contracting Recommendation



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

<b>Houston-Moore Group, Inc</b> TO102 Amendment 9 <b>H&amp;H, Mitigation and Permitting Support</b>	<b>\$2,174,989.46</b>
<ul style="list-style-type: none"> <li>• <b>Balance 2024 Budget with actual spend</b></li> <li>• <b>Adjust remaining budgets for 2025 and 2026</b></li> </ul>	

## 1 Recommendation for action:

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

## 2 Summary of Contracting action:

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

## 3 Reason why it is required

Budgets in 2025 and beyond have increased due to the accelerated schedule to the FEMA Physical Map Revision, additional permit compliance monitoring and cemetery mitigation support. See detail below:

- Subtask 1.0 Project Management
  - Decrease in 2024 budget based on actual costs, and increase in 2025-2026 budget due to accelerated schedule for FEMA Physical Map Revision.
- Subtask 2.1 H&H Support
  - Decrease in 2024 budget based on actual costs, and decrease in 2025-2026 budget.
- Subtask 2.2 Operations Plan
  - Decrease in 2024 budget based on actual costs, increase in 2025 budget due to delay in graphical user interface development, and decrease in 2026 budget.
- Subtask 3.1 Land Surveying
  - Decrease in 2024 budget based on actual costs, and no change in 2025-2026 budget.

- Subtask 3.2 Cemeteries
  - Increase in 2024 budget based on actual costs due to design changes, and increase in 2025-2026 budget to reflect anticipated design and construction support.
- Subtask 3.3 Upstream Property Mitigation
  - Decrease in 2024 budget based on actual costs, decrease in 2025 budget, and increase in 2026 budget due to delay in design and construction support for Eagle Township road raises.
- Subtask 3.4 Land Management Mitigation (WP-60)
  - Decrease in 2024 budget based on actual costs, and increase in 2025-2026 budget due to anticipated effort for WP60 design and construction support.
- Subtask 4.1 Permit Acquisition Support
  - Increase in 2024 budget based on actual costs due to accelerated schedule for FEMA Physical Map Revision, and increase in 2025-2026 budget due to anticipated permitting coordination and accelerated schedule for FEMA Physical Map Revision.
- Subtask 4.2 Permit Compliance Monitoring
  - Increase in 2024 budget based on actual costs due to large volume of permit compliance monitoring, and increase in 2025-2026 budget due to anticipated permit compliance monitoring.
- Subtask 4.3 Wetland Mitigation Monitoring
  - Increase in 2024 budget based on actual costs due to site monitoring and reporting, and decrease in 2025-2026 budget.

#### 4 Background and discussion

Houston-Moore Group, LLC (HMG) has an MSA with the Metro Flood Diversion Authority to provide Engineering services for the Project.

This task order covers the scope of work for HMG from September 1, 2021 to December 31, 2026.

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
TO102-A0	0.00	610,000.00	9/1/2021	12/31/2021	Original Scope and budget
TO102-A1	10,489,441.00	11,099,441.00	9/1/2021	12/31/2026	Scope and budget to Dec 2026
TO102-A2	(43,287.22)	11,056,153.78	9/1/2021	12/31/2026	Update budgets to cover actual spent in 2021
TO102-A3	0.00	11,056,153.78	9/1/2021	12/31/2026	
TO102-A4	(54,048.83)	11,002,104.95	9/1/2021	12/31/2026	Balance 2022 budget and reallocates budget subtasks
TO102-A5	360,000.00	11,362,104.95	9/1/2021	12/31/2026	Revise Section 3.3 and add Section 4.3
TO102-A6	0.00	11,362,104.95	9/1/2021	12/31/2026	Reallocate 2023 budget



TO102-A7	158,384.88	11,520,489.83	9/1/2021	12/31/2026	Balance 20203 budget with actual spent and reallocate 2024-2026 budget.
TO102-A8	0.00	11,520,489.83	9/1/2021	12/31/2026	2024 Budget and scope adjustments
TO102-A9	2,174,989.46	13,695,479.29	9/1/2021	12/31/2026	2024 budget balance and 2025 and 2025 budget adjustments

**Table 2 – Budget by Subtasks**

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1.0	Project Management and Controls	SW-1165	1,750,839.20	577,816.88	2,328,656.08
Subtask	2.1	H&H Support	SW-1165	1,938,070.39	(382,104.77)	1,555,965.62
Subtask	2.2	Operations Plan and Water Control Manual	SW-1165	712,262.75	58,801.75	736,064.50
Subtask	3.1	Land Surveying	SW-1165	1,843,251.42	(3,674.88)	1,839,576.54
Subtask	3.2	Cemeteries	SW-1165	762,898.30	364,231.32	1,127,129.62
Subtask	3.3	Upstream Property Mitigation	SW-1165	1,342,236.98	(229,820.00)	1,112,416.98
Subtask	3.4	Land Management Mitigation (WP60)	SW-1165	30,000.00	170,892.50	200,892.50
Subtask	4.1	Permit Acquisition Support	SW-1165	1,732,568.27	1,456,836.84	1,456,836.84
Subtask	4.2	Permit Compliance Monitoring	SW-1165	1,113,702.92	179,747.25	179,747.25
Subtask	4.3	Wetland and Forest Mitigation Monitoring	SW-1165	329,659.60	(17,737.43)	311,922.17
<b>Totals</b>				<b>11,520,489.83</b>	<b>2,174,989.46</b>	<b>13,695,479.29</b>

**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 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2021	SW-1165	566,708.78	566,708.78	566,708.78	0.00	2021 paid
2022	SW-1165	1,297,956.17	1,297,956.17	1,297,956.17	0.00	2022 paid
2023	SW-1165	1,492,824.88	2,240,000.00	1,492,824.88	747,175.00	Remining budget returned to program.
2024	SW-1165	2,319,989.46	2,385,000.00	1,696,902.30	688,097.70	Remining budget returned to program.
2025	SW-1165	4,013,000.00	*3,000,000.00	593,393.51	2,406,606.49	Actual cost through January 2025
2026	SW-1165	4,005,000.00	2,802,000.00	0.00	4,005,000.00	
Totals		13,695,479.29				

\* additional budget will be transferred from the "FEMA Certification" line item to HMG TO-102 budget via a Budget Change Request (BCR).

## 6 Attachments:

- Task Order 102 Amendment 9

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

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

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

**Approved by:** Jason Benson, Executive Director      **Date:** 3/14/2025