



Finance Committee Agenda

Diversion Authority Finance Committee

March 26, 2025 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from February 26, 2025
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 6)
5. Finance Report
[Attachment 01.00] (Pg. 25)
6. Cash Budget Report
[Attachment 02.00] (Pg. 51)
7. MOUs and Agreements
[Attachment 03.00] (Pg. 58)
 - a. Ottertail Power Company & MFDA MURA [Attachment 03.01] (Pg. 60)
8. DA Board Approval Contracting Actions & Budget Amendments
[Attachment 04.00] (Pg. 97)
 - a. H&H Modeling for FEMA Certification Presentation
 - i. Budget Change Request 019/2025 Cash Budget Amendment [Attachment 04.01] (Pg. 99)
 - ii. HMG – Task Order 102, Amendment 9 [Attachment 04.02] (Pg. 100)
 - b. LinnCo, Inc – WP 38C Task Order 11, Amendment 0
[Attachment 04.03] (Pg. 104)
9. Other Business
 - a. MFDA Employee COLA Increase
[Attachment 05.00] (Pg. 106)
 - b. MN Funding Update
10. Next Meeting: April 23, 2025
11. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or YouTube.



Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – February 26, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on February 26, 2025. Members present: Brandy Madrigga, Cass County Finance Director; Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, Administrator, City of Fargo; Mike Rietz, Assistant City Manager, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner and Tony Grindberg, Cass County Commissioner.

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

1. CALL TO ORDER

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

2. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

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

3. APPROVE THE MINUTES FROM THE JANUARY 2025 MEETING

MOTION PASSED

Mr. Grindberg moved to approve the minutes from the January 2025 meeting and Mr. Steen seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through February 19, 2025, total \$2,809,184, and are payable to the usual vendors, with CCJWRD being the largest at \$1,387,778 and the City of Fargo being the second largest at \$930,947.

MOTION PASSED

Mr. Steen moved to approve the bills as presented and Mr. Kapitan seconded the motion. On a voice vote, the motion carried.

5. FINANCIAL REPORT

Ms. Thompson reported the total assets as of January 31, 2025, are \$321,981,885; liabilities total \$36,250, and the grand total net position is \$321,945,635.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Barthel reported that Legacy Funds received in January 2025, totaled \$11,770,000, and he indicated that another request has been submitted. Sales tax receipts reflect revenues received in November 2024, totaling \$6,232,000. Revenues received to date total \$27,214,000. The \$1,650,000 operations budget is tracking as projected for the month of January.

7. MOUs AND AGREEMENTS

Mr. Shockley provided an overview and summary for the following MOUs and Agreements:

a. Wilkin County & MFDA MOU

This MOU describes the roles and responsibilities of Wilkin County and the Authority for the SEAI and the UMA. The property interests held by the County in the locations where USACE will construct Reaches SE-4 and SE5. The County holds real property interests in the UMA, a portion of which authorize it to operate and maintain County roads. Although County Road 30, County Road 50, and County Highway 190 have experienced flooding prior to the Effective Date, Comprehensive Project Operation may result in additional temporary and periodic flooding in those areas. The County authorizes the Authority to add additional water to the County's roads, structures, and the Wilkin County Parcels temporarily and periodically in accordance with the terms and conditions of this MOU and will execute a flowage easement. The Authority will reimburse Wilkin County for expenses incurred under the MOU. The MOU additionally sets forth the roles and responsibilities of the parties for pre- and post-operation of the Comprehensive Project. The Authority will reimburse Wilkin County for repairs and clean-up work resulting from Comprehensive Project operation.

b. SECWRD & MFDA MOU AMENDMENT

This MOU amendment further defines the roles and responsibilities of the Metro Flood Diversion Authority and the Southeast Cass Water Resource District for District facilities that are impacted by the comprehensive Project. In particular, the MOU amendment covers drain transitions, the relocation of a culvert on Drain 51, operation of the Comprehensive Project, and the demolition and removal of a railroad bridge over the Sheyenne River. The District is responsible for designing and constructing the drain transitions and for completing demolition and removal of the railroad bridge. The Authority is responsible for designing and constructing the culvert relocation and will reimburse the District for its work.

c. Warren Township & MFDA MOU

The MOU addresses design, construction, operating and maintenance, future changes or additions, etc. in respect to any impacts that the Fargo-Moorhead Metropolitan Area Flood Risk Management Project will have on township roadways. Design, construction, and maintenance costs will be covered by the Developer through the Project Agreement. Reimbursement includes the following: Construction costs and expenses up to \$3,000 annually from the effective date until project substantial completion; post-construction costs and expenses up to \$1,500 annually after project substantial completion; attorney and engineering fees of \$16,000; a lost tax revenue payment of \$47,066; and costs to be determined for a mobility improvement project.

d. MDU, Sauvageau & MFDA Termination of Agreement

The MFDA, Montana-Dakota Utilities Co. (MDU), and Joseph Sauvageau entered into a MOU dated September 28, 2023. The project identified within the MOU was to provide gas service to the Joseph Sauvageau relocation site. This letter serves as official notification to the parties to terminate the MOU. MFDA has executed a separate agreement and task order with Xcel to provide gas service to the Sauvageau relocation site at a lower cost.

MOTION PASSED

Mayor Mahoney moved to approve all the MOUs and agreements as presented and Mr. Kapitan seconded the motion. On a roll call vote, the motion carried.

8. DA BOARD APPROVAL CONTRACTING ACTIONS

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

a. JT Lawn Services and Landscaping, LLC – \$449,303

Task Order 02, Amendment 0 - mowing and weed control services. Provide mowing and weed control services for the 2025 season.

b. Network Center, Incorporated - \$31,375

Services Agreement, Amendment 0 – Diversion Authority – IT Services. Provide IT services to the Diversion Authority from March 1, 2025, through February 28, 2026. Services include, onboarding, remote support, cloud management, product licenses and access to training videos.

c. Marco Technologies - \$0

Notice of Termination. Provide 30-day written Notice of Termination for IT services effective April 1, 2025.

MOTION PASSED

Mr. Steen moved to approve the contracting actions as presented and Mr. Piepkorn seconded the motion. On a roll call vote, the motion carried.

9. OTHER BUSINESS

a. 2025 Consultant Rate Increase

Mr. Benson reported that an increase of 3% will be applied, across the board, to all consultant contracts, regardless of hire/origination date.

b. WIFIA Update

Mr. Shockley reported that the MFDA is not currently paying interest on the WIFIA loan; draws will be starting in either Q3 or Q4 of 2025 and the interest rate will be 2.08%.

10. NEXT MEETING

The next meeting will be on March 26, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:25 PM.

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 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
E-Mail: Finance@FargoND.gov
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
	Total Expense for Period	\$947,590.20

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							
NR19B1 - Total				61,639.20							
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							
NR23A2 - Total				885,951.00							
Overall - Total				947,590.20							

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
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
Total Fees:	365.3		\$136,323.80
NDRIN			\$34.00
Prof Service Fee Gwendolyn			\$10,875.00
Travel/Mileage			\$1,557.92
Meals			\$9.26
Total Expenses:			\$12,476.18
Grand Total			\$148,799.98

	Rates
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
TOTAL		\$136,323.80



FINANCE OFFICE
 225 4th Street North
 Fargo, ND 58102
 Phone: (701) 241-1333
 E-Mail: Finance@FargoND.gov
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
Total Reimbursement Request		\$ 91,099.10

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
						8,250.71
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
						19,383.67
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
						2,725.59
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
						1,619.42
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
						2,821.27
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
						630.74

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
						3,108.93
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
						10,116.00
Total Electric Expense						48,656.33

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
						Total Insurance Expense 12,945.60

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					
						3,483.37	19,876.46	-	5,497.95	28,857.78		
						Total Cleaning & Inspection Expense 29,497.17						

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
Total Due This Invoice	\$81,291.24

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



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

March 17, 2025
 Page 12

Total For Legal Fees	\$81,057.00
-----------------------------	--------------------

Disbursements and Service Charges

Nuix Discover Data Hosting	234.24
----------------------------	--------

Total for Disbursements and Service Charges	\$234.24
--	-----------------

Total This Invoice	\$81,291.24
---------------------------	--------------------

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
Total all Timekeepers	108.80		81,057.00

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

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

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



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

INVOICE

Date	Invoice Number
02/24/2025	CI-136396

Payment Terms	Due Date
Net 30	03/26/2025

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

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.

Net Amount:	31,010.00
Tax:	
Total Invoice Amount:	USD 31,010.00

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

Remittance Information:	
Electronic Payment Info	
<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 12th Ave S
PO Box 280
Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

Vendor	Invoice Date	Invoice Description	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
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

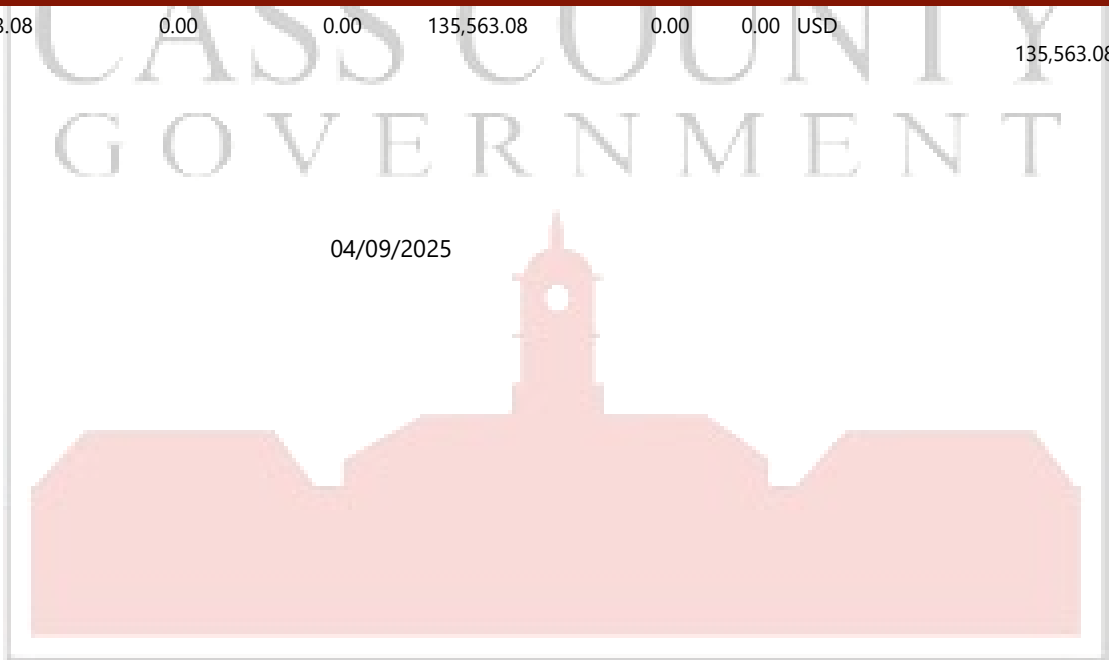
CITY OF FARGO
 PO BOX 49
 Fargo, ND

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 9th 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
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
Total Due This Invoice	\$3,748.50

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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

**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
Total Swanson & Warcup			\$330.00
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
Total Lies, Bullis & Hatting			\$2,340.00
Total Invoiced This Reimbursement Request			\$2,670.00

**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
Total Swanson & Warcup			\$330.00
Moore Engineering, Inc.	12/9/2024	41559	\$90,633.43
Moore Engineering, Inc.	1/22/2025	42058	\$38,746.40
Total Moore Engineering, Inc.			\$129,379.83
Lies, Bullis & Hatting	11/25/2024	69211	\$160.00
Lies, Bullis & Hatting	12/23/2024	69552	\$1,680.00
Total Lies, Bullis & Hatting			\$1,840.00
Total Invoiced This Reimbursement Request			\$131,549.83



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
casscountynđ.gov

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
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
Total assets	332,755,668	435,570	333,191,238
Liabilities			
Vouchers payable	2,110,537	-	2,110,537
Retainage payable	69,970	-	69,970
Rent Deposit	18,250	-	18,250
Deferred Revenue	-	-	-
Total liabilities	2,198,757	-	2,198,757
 NET POSITION	 \$ 330,556,911	 \$ 435,570	 \$ 330,992,481

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
Full Time Staff / Salaries				\$75,952.85			
770-7910-429.20-01	27/02/2025	342733	Cass County Government	\$8,420.68	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$8,420.68			
770-7910-429.20-03	27/02/2025	342733	Cass County Government	\$160.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	27/02/2025	342733	Cass County Government	\$29.20	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$29.20			
770-7910-429.21-01	27/02/2025	342733	Cass County Government	\$4,374.61	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,374.61			
770-7910-429.21-02	27/02/2025	342733	Cass County Government	\$1,023.09	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,023.09			
770-7910-429.22-07	27/02/2025	342733	Cass County Government	\$9,640.39	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,640.39			
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
Other Services / HR Services				\$5,410.00			
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
Technical Services / Computer Services				\$3,597.11			
770-7910-429.38-99	27/02/2025	342733	Cass County Government	\$320.64	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Other Services / Other Services				\$320.64			
770-7910-429.43-50	27/02/2025	342733	Cass County Government	\$469.57	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Repair and Maintenance / Maintenance Service Contract				\$469.57			

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
Communications / Cellular Phone Service				\$480.81			
770-7910-429.56-60	27/02/2025	342733	Cass County Government	\$777.60	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$777.60			
770-7910-429.59-10	27/02/2025	342733	Cass County Government	\$110.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Dues & Membership Instate				\$110.00			
770-7910-429.59-21	27/02/2025	342733	Cass County Government	\$590.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Seminar & Conf. Outstate				\$590.00			
770-7910-429.61-10	27/02/2025	342733	Cass County Government	\$602.17	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$602.17			
770-7910-429.68-30	27/02/2025	342733	Cass County Government	\$283.81	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$283.81			
770 Subtotal				\$112,242.53			
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
Other Services / Legal Services				\$318,821.24			
790-7910-429.34-20	13/02/2025	342531	Neon Loon Communications, LL	\$18,075.00	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
Technical Services / Marketing / Public Relat.				\$18,075.00			
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
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.38-68	13/02/2025	342454	GA Group, PC	\$4,000.00	FEB GOVT RELATIONS	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			

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
Cleaning Services / Custodial Services				\$1,850.00			
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
Repair and Maintenance / Maintenance Service Contract				\$0.00			
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
Other Services / Engineering Services				\$383,438.92			
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
Other Services / Engineering Services				\$70,803.56			

Summary Of Expenses
EXP-2025-02

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
Other Services / Construction Management				\$1,068,851.32			
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
Other Services / Engineering Services				\$172,964.01			
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
Other Services / Legal Services				\$168,962.72			

Data Through Date: 28 February 2025

Summary Of Expenses
EXP-2025-02

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
Other Services / Appraisal Services				\$134,405.00			
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
Other Services / Construction Management				\$12,294.73			
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
Other Services / Other Services				\$600.00			
790-7930-429.52-70	20/02/2025	342691	Watts and Associates, Inc.	\$992.57	CROP INSURNACE DEVEL.	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$992.57			
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
Energy / Electricity				\$4,102.74			

Summary Of Expenses
EXP-2025-02

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
Energy / Propane				\$9,279.39			
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
Relocation / Residential Buildings				\$651,814.20			
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
Relocation / Commercial Buildings				\$145,819.95			

Summary Of Expenses
EXP-2025-02

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
Land / Land Purchases				\$3,000.00			
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
Land / Easements				\$2,482,395.00			
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
Infrastructure / Site Improvements				\$519,700.00			
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
	Debt Service / Property Tax - FMDA				\$272,100.06		

Summary Of Expenses
EXP-2025-02

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
Other Services / Engineering Services				\$11,318.94			
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
Other Services / Legal Services				\$40,027.87			
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
Advertising / Legal Publications				\$36.00			
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
Energy / Electricity				\$328.84			
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
Land / Easements				\$35,301.00			

Summary Of Expenses
EXP-2025-02

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
Other Services / Quality Testing				\$2,855.00			
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
Other Services / Engineering Services				\$7,873.74			
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
Other Services / Quality Testing				\$48,792.00			
790-7950-429.33-25	06/03/2025	342917	OHNSTAD TWICHELL PC	\$3,078.50	REIMB OHNSTAD TWICHELL	V12201	SE CASS WRD MOU
Other Services / Legal Services				\$3,078.50			
790-7950-429.33-42	20/02/2025	342688	ARMY CORP OF ENGINEERS	\$990,600.00	SE3 UTILITY RELOCATION	V01102	LOCAL SHARE-CONSTRUCTION
Other Services / Army Corp of Engineers				\$990,600.00			
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
Utility Services / Water and Sewer				\$30.00			
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
Infrastructure / Utilities				\$73,817.30			

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
Other Services / Engineering Services				\$14,213.43			
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
Other Services / Engineering Services				\$39,835.02			
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
Other Services / Legal Services				\$72,387.60			
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
Other Services / Consulting Services				\$61,464.00			
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
Technical Services / Financial Advisor				\$29,344.10			
790-7998-555.90-81	25/02/2025	EK02250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-FEB	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$7,893,581.25			

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

Data Through Date: 28 February 2025

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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

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
BIOGEO	431	267	131	92%	33	\$1,673,857
BIOGEO	300	266	1	89%	33	\$900,422
HC	131	1	130	100%	0	\$773,435
CHANNEL	720	500	216	99%	4	\$99,122,854
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
DOWNSTREAM	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
Habitat Improvem	23	8	8	70%	7	\$2,000
ENV	5	5	0	100%	0	\$0
Habitat_Shey	10	3	0	30%	7	\$2,000
HC	8	0	8	100%	0	\$0
MOBILITY	123	0	1	1%	122	\$0
DA_MOB37_MN	51	0	0	0%	51	\$0
DA_MOB37_ND	19	0	0	0%	19	\$0
DA_MOB38TH	52	0	0	0%	52	\$0
HC	1	0	1	100%	0	\$0
SEAILAND	535	473	52	98%	10	\$102,198,584
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

METRO FLOOD DIVERSION AUTHORITY

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
Sheyenne Mitigatio	10	2	0	20%	8	\$3,000
SheyMit	10	2	0	20%	8	\$3,000
WP36	2	2	0	100%	0	\$2,750
WRDAM	2	2	0	100%	0	\$2,750
WP38	1,050	400	376	74%	274	\$128,444,297
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
WP40	18	8	10	100%	0	\$48,923
DRAYTON	7	7	0	100%	0	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
WP42	66	49	4	80%	13	\$37,850,061
HC	4	0	4	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42	56	43	0	77%	13	\$19,835,126
WP43	267	121	146	100%	0	\$80,370,769
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	147	1	146	100%	0	\$500
LEGACY	6	6	0	100%	0	\$3,589,519
WP43A	1	1	0	100%	0	\$0
WP43B	11	11	0	100%	0	\$2,505,237
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	14	14	0	100%	0	\$5,271,226
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	3,252	1,830	951	86%	471	\$449,717,095

**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
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,604,598.67	-	595,320.88	-	8,199,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,302,787.22	-	-	-	4,302,787.22
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		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
Land Purchases		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				
		388,702,724.44	-	39,880,699.23	(19,855,313.48)	408,728,110.19
				Property Management Expense		8,365,814.94
				Grand Total	\$	417,093,925.13

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 3,756,545.64	\$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 406,921.54	\$ 406,921.54
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 491,334.67	\$ 491,334.67
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 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
			<u>\$ 187,666,857.72</u>	<u>\$ 186,449,418.21</u>

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
Total	\$ 27,390,437.51	\$ 78,601,722.88	\$ 129,134,268.06	\$ 124,878,327.05	\$ 12,963,971.84	\$ 372,968,727.34

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	
					\$ -	
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ 156,974,364.11	\$ 19,155,049.05	\$ 367,390,199.65

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	

City of Fargo
Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS
PB: SS/KAC (prior to 2022)

			split		split				split		split		TOTAL TO	
2/21/2025			94% to MFDA	6% to County	at 2% Sales Tax				62.5% MFDA	37.5% COF	MFDA - ANNUAL			
									(1.25% tax)	(.75%) tax COF				
Pymt Date	month collected	County	Amount	County Collections	County Growth %	City of Fargo	City of Fargo	City of Fargo	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					



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Authority Finance Committee Meeting

March 26, 2025

Cash Budget Report – February 2025

Annual Revenue Status

Revenue Sources	2025 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,250	\$4,142	\$8,230
Cass County Sales Tax	\$22,250	\$2,075	\$4,219
State of ND - Legacy Bond Fund Draws	\$87,265	\$7,385	\$19,155
State of ND - SRF	\$15,000	\$0	\$6,413
Financing Proceeds	\$7,500	\$872	\$3,514
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$0	\$0
Property Income	\$500	\$0	\$17
Miscellaneous	\$100	\$0	\$0
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$139	\$279
Cash on Hand	\$5,731	\$0	\$0
Total Revenue Sources	\$424,056	\$14,613	\$41,827

Overall Status – Level 1 Summary

Data Through Date: 28 February 2025

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2025 Budget	FY 2025 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$70.4	\$26.0	\$12,588,000	\$2,333,922	\$10,254,078
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$1.2	\$865.8	\$233,718,400	\$0	\$233,718,400
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$179.6	\$33.7	\$26,500,000	\$3,136,156	\$23,363,844
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$511.9	\$59.8	\$54,387,500	\$4,225,438	\$50,162,062
ENGINEERING & DESIGN FEES	\$98.5	\$66.9	\$31.6	\$8,680,000	\$1,967,719	\$6,712,281
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$123.0	\$42.5	\$17,926,000	\$1,869,942	\$16,056,058
DA CONSTRUCTION CONTINGENCY	\$163.9	\$9.4	\$154.5	\$381,600	\$281,600	\$100,000
3RD PARTY MOU MITIGATION	\$153.4	\$79.3	\$74.1	\$56,809,189	\$1,605,692	\$55,203,497
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$56.6	\$19.1	\$6,540,000	\$0	\$6,540,000
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.4	\$14.5	\$325,000	\$57	\$324,943
DEBT TRANSFERS TOTAL	\$330.3	\$5.8	\$174.2	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.0	\$1,194.3	\$1,547.4	\$424,055,689	\$15,420,526	\$408,635,163

Overall Status – Level 2 Detail

Data Through Date: 28 February 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$70.41	\$25.99	\$12,588,000	\$2,333,922	\$10,254,078
Management, Legal, Financial, Procurement P3	\$96.40	\$70.41	\$25.99	\$12,588,000	\$2,333,922	\$10,254,078
Milestone Payments to the Developer	\$867.05	\$1.25	\$865.80	\$233,718,400	\$0	\$233,718,400
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$233,718,400	\$0	\$233,718,400
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$0	\$0	\$0
Other Mitigation / Construction	\$39.51	\$36.67	\$2.84	\$0	\$0	\$0
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.95	\$2.09	\$0	\$0	\$0
WP-50 Phase II Demo	\$3.30	\$3.18	\$0.12	\$0	\$0	\$0
ND / MN River Stage 37' Projects	\$213.30	\$179.58	\$33.72	\$26,500,000	\$3,136,156	\$23,363,844
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$89.10	\$18.20	\$26,500,000	\$3,136,156	\$23,363,844
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$511.87	\$59.83	\$54,387,500	\$4,225,438	\$50,162,062
Management, Legal, Financial, Procurement Lands	\$69.55	\$51.08	\$18.47	\$6,150,000	\$888,544	\$5,261,456
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.24	\$1.39	\$0	(\$3,500)	\$3,500
Southern Embankment & Assoc. Infrastructure	\$71.68	\$60.99	\$10.69	\$12,000,000	\$1,000	\$11,999,000
Mitigation & Assoc. Infrastructure	\$106.01	\$104.24	\$1.77	\$211,000	\$22,567	\$188,433
WP-38 Upstream Staging	\$184.84	\$158.31	\$26.53	\$36,026,500	\$3,316,827	\$32,709,673
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 28 February 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$66.85	\$31.65	\$8,680,000	\$1,967,719	\$6,712,281
Management, Legal, Financial, Procurement	\$37.47	\$27.79	\$9.68	\$7,850,000	\$1,857,238	\$5,992,762
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.93	\$2.21	\$675,000	\$83,339	\$591,661
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$5,000	\$0	\$5,000
Certification	\$2.05	\$0.00	\$2.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.63	\$12.72	\$150,000	\$27,142	\$122,858
Prog. Management/Legal/Financial/Procurement	\$165.43	\$122.96	\$42.47	\$17,926,000	\$1,869,942	\$16,056,058
Program Management Costs	\$103.23	\$76.33	\$26.90	\$8,124,000	\$1,083,939	\$7,040,061
Diversion Authority Operations	\$11.47	\$5.81	\$5.66	\$1,702,000	\$227,521	\$1,474,479
Program Financial Services	\$6.52	\$3.39	\$3.13	\$200,000	\$0	\$200,000
DA Legal Services	\$20.35	\$19.81	\$0.54	\$2,500,000	\$261,786	\$2,238,214
CCJWRD Legal Services	\$16.86	\$11.98	\$4.88	\$4,690,000	\$228,552	\$4,461,448
Outreach Costs	\$7.00	\$5.63	\$1.37	\$710,000	\$68,143	\$641,857
DA Construction Contingency	\$163.90	\$9.43	\$154.47	\$381,600	\$281,600	\$100,000
System Wide and P3 Comp Events Contingency	\$95.90	\$7.10	\$88.80	\$281,600	\$281,600	\$0
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$2.33	\$4.47	\$100,000	\$0	\$100,000
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 28 February 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$153.41	\$79.32	\$74.10	\$56,809,189	\$1,605,692	\$55,203,497
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.57	\$9.14	\$125,000	\$6,375	\$118,625
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$450,000	\$0	\$450,000
WP-46 SEAI / UMA Utility Relos	\$27.94	\$15.08	\$12.87	\$12,199,403	\$1,526,589	\$10,672,814
WP-47 Contracted Utility Relocations	\$9.39	\$4.03	\$5.36	\$5,685,000	\$0	\$5,685,000
WP-52 Township & City MOU Agreements	\$51.37	\$5.27	\$46.10	\$38,349,786	\$72,729	\$38,277,057
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$325,000	\$57	\$324,943
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$325,000	\$57	\$324,943
Debt Transfers Total	\$330.30	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.00	\$1,194.28	\$1,547.42	\$424,055,689	\$15,420,526	\$408,635,163

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$186,491	\$967,697
Benefits	\$326,612	\$49,696	\$276,916
Office	\$82,200	\$14,861	\$67,339
Other	\$87,000	\$11,450	\$75,550
Totals *	\$1,650,000	\$262,498	\$1,387,502

* Includes pending costs



Diversion Authority Finance Committee Meeting

March 26, 2025

MOU and Agreement Actions for Consideration

John Shockley



MFDA MOUs & Agreements

MOU Parties	Project	MOU or Agreement Cost and Summary
<p>Ottertail Power Company (OTPC) & MFDA</p>	<p>Upstream Mitigation Area (UMA)</p>	<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

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION2

Section 1.01 Definitions..... 2

Section 1.02 Terms Generally..... 7

Section 1.03 Survival of Terms..... 8

ARTICLE II. PURPOSE OF MASTER UTILITY RELOCATION AGREEMENT8

Section 2.01 Purpose..... 8

Section 2.02 Coordination Between Engineers..... 8

ARTICLE III. REAL PROPERTY INTERESTS8

Section 3.01 Intent 8

Section 3.02 Acquisition of Prior Property Interests 8

Section 3.03 Undisclosed Prior Property Interests..... 8

Section 3.04 Discovery of Undisclosed Prior Property Interests..... 8

Section 3.05 Cooperation in Platting 9

Section 3.06 Co-Existing Property Interests 9

Section 3.07 Christine Project..... 9

ARTICLE IV. RESPONSIBILITY FOR UNDISCLOSED PRIOR PROPERTY INTERESTS.....9

Section 4.01 Utility Responsibility 9

Section 4.02 Requests for Relief..... 9

ARTICLE V. RIGHT OF SITE ACCESS.....9

Section 5.01 Right of Site Access..... 9

Section 5.02 Non-Revocable Right of the Metro Flood Diversion Authority 10

Section 5.03 No Notice Required..... 10

Section 5.04 Delay for Safety Purposes..... 10

Section 5.05 Failure to Allow Access, Entry, and Inspection..... 10

ARTICLE VI. REQUIRED REPORTS10

Section 6.01 Required Reports..... 10

Section 6.02 Deadlines..... 10

Section 6.03 Failure to Timely Produce..... 10

Section 6.04 Appeal of Fees Assessed..... 10

ARTICLE VII. PERFORMANCE AND CONSTRUCTION.....11

Section 7.01 Utility Adjustment Design Work 11

Section 7.02 Utility Adjustment Construction Work..... 11

Section 7.03 Additional Right-of-Way Outside the Project Footprint..... 11

Section 7.04 Coordination for Utility Adjustment in the Upstream Mitigation Area..... 11

Section 7.05 Adjustments to the Utility Adjustment Work 11

Section 7.06 Inspection 12

Section 7.07 Utility Completion 12

Section 7.08 Third Party Contractors 12

Section 7.09 Invoicing Requirements 12

ARTICLE VIII. PAYMENT OF COSTS.....12

Section 8.01 Necessity to Keep Costs Low 12

Section 8.02 Generally 12

Section 8.03 Reporting of Costs..... 12

Section 8.04 Rejection of Costs 12

Section 8.05 Appeal of a Decision to Reject Costs..... 13

Section 8.06 Payment of Accepted Costs 13

Section 8.07 Betterments 13

ARTICLE IX. FUTURE RIGHTS AND RESPONSIBILITIES.....13

Section 9.01 Right of Way 13

Section 9.02 Use of Existing Easement 14

Section 9.03 Record Keeping..... 14

Section 9.04 Future Permits 14

ARTICLE X. DISPUTES AMONG THE UTILITY AND THE METRO FLOOD DIVERSION AUTHORITY
.....14

Section 10.01 Intent and Procedure 14

Section 10.02 Procedure to Commence Dispute Resolution Process 14

Section 10.03 Time to Correct 15

Section 10.04 Mediation 15

Section 10.05 Right of Setoff..... 15

Section 10.06 Litigation if Dispute not Resolved 15

Section 10.07 Legal Fees 15

Section 10.08 Waiver of Jury Trial 15

ARTICLE XI. USE OF EMINENT DOMAIN16

Section 11.01 Eminent Domain 16

ARTICLE XII. MISCELLANEOUS.....16

Section 12.01 Notice 16

Section 12.02 Assignment..... 17

Section 12.03 Open Records Law 17

Section 12.04 Workers’ Compensation..... 17

Section 12.05 Insurance 17

Section 12.06 Indemnification 18

Section 12.08 Relationships Created..... 18

Section 12.09 Governing Law..... 18

Section 12.10 Conflict..... 18

Section 12.11 Severability 19

Section 12.12 Modifications 19

Section 12.13 Binding Effect 19

Section 12.14 Representation..... 19

Section 12.15 Headings..... 19
Section 12.16 Counterparts 19
Section 12.17 Representation of Authority 19
Section 12.18 Fees 19
Section 12.19 Electronic Signatures 19
Section 12.20 Federal Lobbying Restrictions 19
Section 12.21 Debarment and Suspension 20
Section 12.22 Davis-Bacon Act and Other Labor Laws 20
Section 12.23 Civil Rights Obligations..... 20
Section 12.24 Certification..... 21
Section 12.25 Termination..... 21

Signature Pages S-1, S-2

- Exhibit A – Map of Upstream Mitigation Area
- Exhibit B – Prior Property Interests
- Exhibit C – Federal Certifications
- Exhibit D – Authority Invoicing Requirements

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.

FINAL

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.)

FINAL

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

FINAL

UTILITY:

Otter Tail Power Company

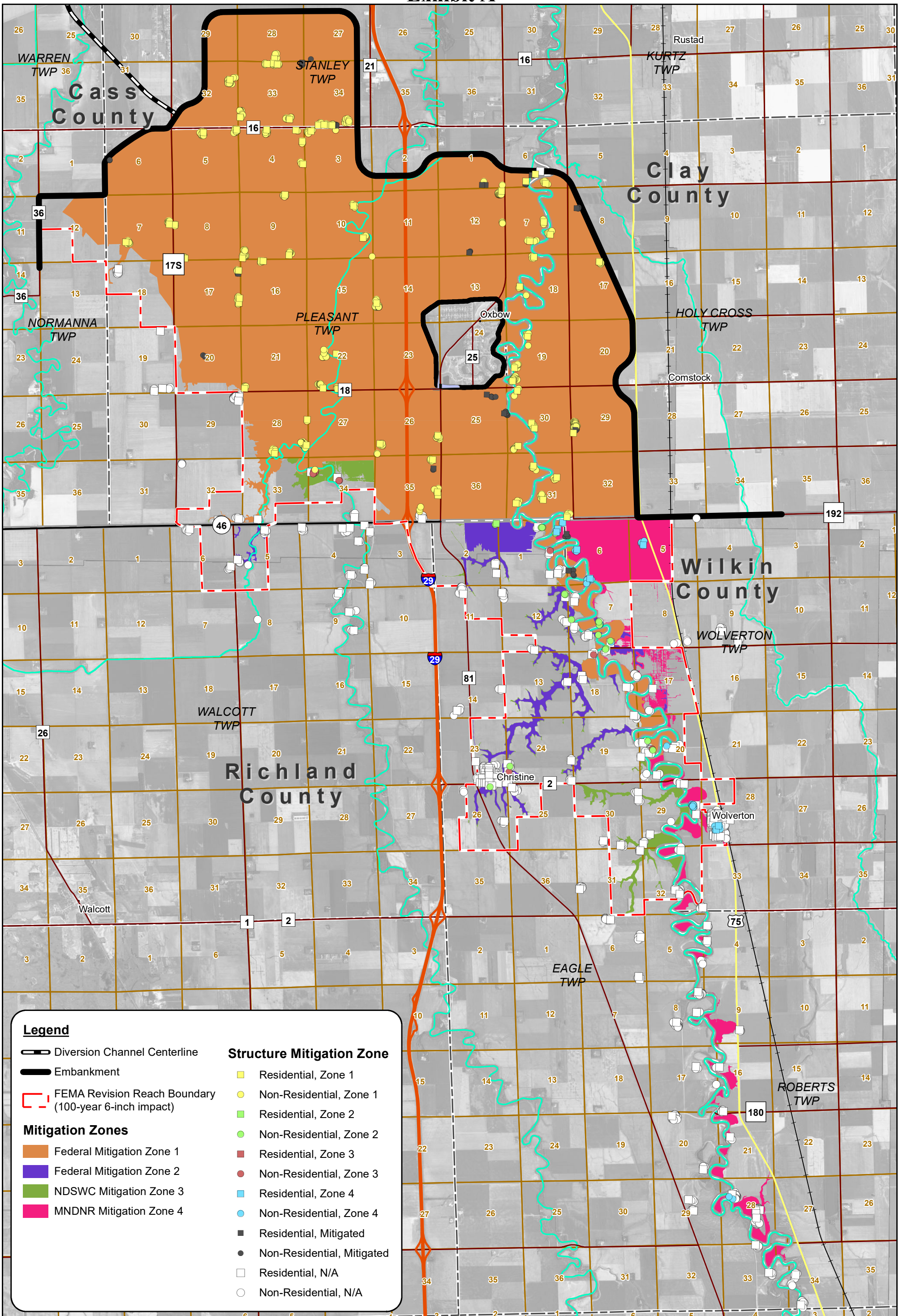
By: _____

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**

Created By: KJV Date Created: 06/18/18 Date Saved: 09/15/20 Date Exported: 09/15/20
 Plotted By: kyle.volk Parcel Date: Varies Aerial Image: N/A Elevation Data: 2008 Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\191001\19116\2020 Mitigation Plan Maps\2020_06_17\CLOMR5_UMA_Zones_Map_2020_09_15_Revision_Reach.mxd

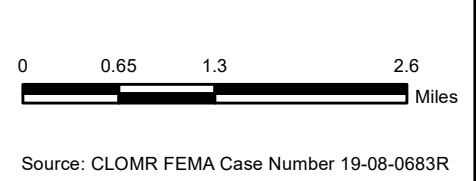
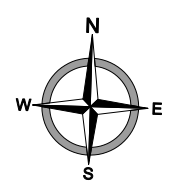


Exhibit B



Legend

- Otter 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

UMA ZONES
OTTERTAIL POWER COMPANY



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 and 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.



Diversion Authority Finance Committee Meeting

March 26, 2025

Contracting Actions



DA Board Approval Contract Actions (ACTION)



Description	Company	Budget/ Estimate (\$)
Task Order 102. Amendment 9 – H&H, Mitigation and Permitting Support – Balance the 2024 budget with actual spent and adjust remaining budget for 2025 and 2026. 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.	Houston Moore Group, Inc	\$2,174,989.46
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

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		
Authority Board Approval Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Types <input type="checkbox"/> LS <input type="checkbox"/> TM <input type="checkbox"/> MOU <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> N/A	Request Type <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
				Current Request (Net Change)	SW-6235 SW-1165	(\$2,000,000) \$2,000,000
				Budget after Change	SW-6235 SW-1165	50,000 \$13,875,471
Change Impacts To: Scope/Technical <input type="checkbox"/> Direction <input type="checkbox"/> Schedule <input type="checkbox"/> Budget <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/>				2025 Cash Budget Request and Status		
				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
Budget Request Summary						
Budget Increase:	Added Scope: \$0	Over Runs: \$0				
Budget Decrease:	Deferred Scope \$0	Deleted Scope \$0				
Internal Transfers:	From: Cost Account SW-6235 \$2,000,000		To: Cost Account SW-1165 \$2,000,000			

Authorization Level	Approval / Concurrence	NOTE: Approval will be documented via ACONE 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):

Houston-Moore Group, Inc TO102 Amendment 9 H&H, Mitigation and Permitting Support	\$2,174,989.46
<ul style="list-style-type: none"> Balance 2024 Budget with actual spend Adjust remaining budgets for 2025 and 2026 	

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
Totals				11,520,489.83	2,174,989.46	13,695,479.29

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

Executive Director Contracting Recommendation



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

LinnCo, Inc TO11 Amendment 0 WP38C – OIN 1093X-5002 – Property Structure Mitigation	\$258,400.00
---	---------------------

- Perform Property Mitigation Services for WP38C – OIN 1093X and 5002.

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: 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.