

# Board Agenda



## Diversion Board of Authority

April 24, 2025 @ 3:30 p.m. CST

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

1. Call to Order
  - a. Roll Call of Members
2. Approve minutes from March 27, 2025  
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
  - a. Finance Report [Attachment 01.00] (Pg. 8)
  - b. Voucher Approval [Attachment 02.00] (Pg. 29)
  - c. DA Board Approval MOUs and Agreements [Attachment 03.00] (Pg. 50)
    - i. Danielson & MFDA Ballast Removal TCE [Attachment 03.01] (Pg. 52)
    - ii. Rush River WRD & MFDA MOU Amendment 1 [Attachment 03.02] (Pg. 62)
  - d. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 79)
    - i. CCEC Task Order 23, Amendment 0 [Attachment 04.01] (Pg. 81)

### **REGULAR AGENDA:**

5. Executive Director Update
  - a. MN Funding Update
6. General Counsel Update
  - a. Technical Dispute Review Board Update
7. Project Updates
  - a. USACE Project Update [Attachment 05.00] (Pg. 84)
  - b. SWDCAI Project Update [Attachment 06.00] (Pg. 86)
  - c. Project Safety Update [Attachment 07.00] (Pg. 87)
  - d. P3 Monthly Update [Attachment 08.00] (Pg. 88)
  - e. April 2025 Drone Footage Video
8. Communications Team Update

9. Land Management Update

- a. Property Acquisition Status Report [Attachment 09.00] (Pg. 122)

10. Finance Update

- a. Sales Tax Collections Update  
[Attachment 10.00] (Pg. 129)

11. Other Business

12. **Closed executive session** pursuant to N.D.C.C. § 44-04-19.2 and N.D.C.C. § 44-04-19.1 (2) and (9) for attorney consultation with General Counsel regarding an update of the status of the on-going compensation event claims and to provide negotiations direction regarding such claims relating to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure.

13. Next Meeting: May 22, 2025

14. Adjournment

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## MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

- View the Meeting on Fargo TV or at [www.TVFargo.com](http://www.TVFargo.com)
- View the Meeting on the City of Fargo's Facebook or YouTube

# Metro Flood Diversion Authority Board of Authority Meeting Minutes

**3:30 PM – March 27, 2025**

**City of Fargo Commission Chambers**

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

Member(s) absent: Kevin Campbell, Clay County Commissioner and Denise Kolpack, Fargo City Commissioner.

**1. CALL TO ORDER**

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

**2. APPROVE THE MINUTES FROM THE FEBRUARY 6, 2025, MEETING**

**MOTION PASSED**

Mr. Breitling moved to approve the minutes from the February 6, 2025, meeting and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.

**3. APPROVE THE MINUTES FROM THE FEBRUARY 27, 2025, MEETING**

**MOTION PASSED**

Ms. Borgen moved to approve the minutes from the February 27, 2025, meeting and Mayor Carlson seconded the motion. On a voice vote, the motion carried.

**4. APPROVE THE ORDER OF THE AGENDA**

**MOTION PASSED**

Mayor Dardis moved to approve the order of the agenda as presented and Mr. Piepkorn seconded the motion. On a voice vote, the motion carried.

**5. APPROVE THE CONSENT AGENDA**

**MOTION PASSED**

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

**6. EXECUTIVE DIRECTOR UPDATE**

Mr. Benson reported that the first milestone payment has been made to the Red River Valley Alliance for \$14.4 million.

Mr. Benson reported that there will be a community meeting in Horace on April 15, to discuss County Roads 16 and 17 and upcoming closures. The sheriff's department, emergency management and fire personnel will also be in attendance.

Mr. Benson also reported that there has been a lot of positive support for funding on HB2024 that potentially would provide for the completion of the City of Moorhead in-town projects as well as projects in Wolverton, Comstock and Georgetown.

**7. GENERAL COUNSEL UPDATE**

**a. Technical Dispute Review Board Update**

Mr. Shockley provided an update reporting that Mr. Chris Kane, JD, PE, has been appointed to the TDRB. Mr. Shockley indicated that Mr. Kane is an attorney and may have more of a comfort level operating within the open meeting parameters.

**8. PROJECT UPDATES**

**a. USACE Project Update**

Mr. Bakkegard provided the following USACE update:

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

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

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

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

**3 I-29 Raise – Construction**

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

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

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

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

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

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

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

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

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

**8 FY2024 Contract Awards:**

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

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

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

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

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

**9 FY25 Contract Awards:**

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

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

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

**b. SWDCAI Project Update**

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

Misc. Highlights

- Channel Excavation
- BNSF Hillsboro
- Maple River Aqueduct
- BNSF KO
- CR-16/17 Crossing
- Red River Structure

30 to 60-Day Outlook

- Channel Reach 14
- SE-3

**c. Project Safety Update**

Mr. Bakkegard provided the safety update for the period February 1 to February 28, 2025. He reported that there was one recordable incident as a result of a slip/fall and there were no other incidents to report.

**d. P3 Monthly Update**

Mr. Bakkegard an update highlighting the P3 utility area:

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

Design summary by Utility submittals:

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

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

To date, 34 of the 44 total HDD installations have the voids grouted on both the entry and exit sides. Relocations for 54 of the 61 utilities to be constructed under the channel are tied-in or cut over.

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

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

**e. February 2025 Drone Video**

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

**9. COMMUNICATIONS TEAM UPDATE**

Ms. Willson provided the following communications update:

**Media Relations:**

- February construction update
- ND vs. MN land permits

**Events:**

- Collateral materials for D.C. visit

**Materials:**

- Faces of the Diversion: Brandy Leon
- The Diversion Current: Women in Construction Week

**10. LAND MANAGEMENT UPDATE**

**a. Property Acquisition Status Report**

Mr. Dodds provided the following property acquisition status report:

- 98.4% completion in the Construction Footprint
- 58.4% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 58.4% of the parcels in the Upstream Mitigation Area have been acquired
- 77.6% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

**Key Activities:**

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

**11. FINANCE UPDATE**

**a. Sales Tax Update 2024 Collections**

Mayor Dardis reported that the March bills payable totaled \$1,344,567, and the current grand total net position is \$330,992,481. Mayor Dardis also reported that the sales tax receipts for 2024 received from Cass County totaled \$23,304,345, and the 2024 total received from the City of Fargo totaled \$69,824,744, bringing the total receipts to a little over \$93,000,000.

**b. H&H Modeling for FEMA Certification Presentation**

**a., i. Budget Change Request 019/2025 Cash Budget Amendment**

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.

**a., ii. Houston Moore Group, Inc. – \$2,174,989**

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.

**MOTION PASSED**

**Mayor Carlson moved to approve items 11a., i & ii., as presented, amended and approved at the finance committee meeting, and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.**

**12. OTHER BUSINESS**

Mr. Grindberg shared a thank you note from Mayor Carlson.

**13. NEXT MEETING**

The next meeting will be on April 24, 2025.

**14. ADJOURNMENT**

The meeting adjourned at 4:05 PM.

FM Metropolitan Area Flood Risk Management Project  
Fiscal Accountability Report Design Phase  
As of 03/31/25

	790: FM Diversion Project Fund							770: Budget Fund				773: Excess Capital Fund			
	2011-2020	2021	2022	2023	2024	2025	Total	2021-2023	2024	2025	Total	2024	2025	Total	Grand Total
Revenues															
City of Fargo	229,263,214	39,900,525	41,606,950	43,281,539	43,640,465		397,692,693		-	-	-	-	-	-	397,692,693
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084		322,383,128		-	-	-	-	-	-	322,383,128
State Water Commission	270,967,976	44,928,872	21,249,909				337,146,758		-	-	-	-	-	-	337,146,758
State of ND - Legacy Fund	-	-	105,992,160	129,134,268	132,263,771	206,058	367,596,257		-	-	-	-	-	-	367,596,257
State of ND - SRF	-	-	1,272,652	8,316,726	9,745,091	6,413,119	25,747,588		-	-	-	-	-	-	25,747,588
Cass County Joint Water Resource District		28,630,991					28,630,991		-	-	-	-	-	-	28,630,991
Other Agencies	706,805	-					706,805		-	-	-	-	-	-	706,805
City of Oxbow MOU Repayment	2,822,634	122,038					2,944,671		-	-	-	-	-	-	2,944,671
Reimbursements	168,602	52,055	18,930	15,735	19,631		274,953		-	-	-	-	-	-	274,953
Lease/Rental Payments	2,951,681	622,459	743,700	744,622	47,300	14,000	5,123,762		-	-	-	-	-	-	5,123,762
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843		9,030,510		-	-	-	-	-	-	9,030,510
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,807,311	2,856,493	29,052,057		-	-	-	-	-	-	29,052,057
Miscellaneous	4,886	7,336	1,987	70,350	76,997	125	161,682	3,320,850	1,665,282	416,854	5,402,986	-	-	-	5,564,668
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	220,025,494	9,489,794	1,526,491,855	3,320,850	1,665,282	416,854	5,402,986	-	-	-	1,531,894,841
Expenditures															
7905 Army Corp Payments	53,159,000	-	-	24,800	-	990,600	54,174,400		-	-	-	-	-	-	54,174,400
7910 WIK - Administration	6,125,744	2,650,150	1,994,938	3,221,009	6,053,234	647,721	20,692,796	3,249,868	1,462,847	255,099	4,967,814	-	-	-	25,660,611
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	177,409	49,970,142		-	-	-	-	-	-	49,970,142
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	1,304,267	131,794,264		-	-	-	-	-	-	131,794,264
7925 WIK - Recreation	278,223						278,223		-	-	-	-	-	-	278,223
7930 LERRDS - North Dakota	275,657,728	42,321,398	53,946,968	73,284,991	51,715,442	2,106,953	499,033,480		-	-	-	-	-	-	499,033,480
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	66,500	42,248,276		-	-	-	-	-	-	42,248,276
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142		37,565,352		-	-	-	-	-	-	37,565,352
7941 WIK Mitigation - Minnesota	-	112,271	357,080	933,799	586,522		1,989,672		-	-	-	-	-	-	1,989,672
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	16,423,768	14,649,471	196,329,234		-	-	-	-	-	-	196,329,234
7951 Construction - Minnesota	-		210,000	669,048	182,594		1,061,642		-	-	-	-	-	-	1,061,642
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	6,001	37,082,386		-	-	-	-	-	-	37,082,386
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322		11,922,705		-	-	-	-	-	-	11,922,705
7959 SRF Construction	-		5,936,985	7,781,266	16,519,945		30,238,196		-	-	-	-	-	-	30,238,196
7980 Operations & Maintenance	190,811	2,971	138,066	83,898	85,983		501,729		-	-	-	-	-	-	501,729
7990 Project Financing	48,092,864	14,236,187	9,053,457	9,422,840	12,415,903	316,188	93,537,438		-	-	-	-	-	-	93,537,438
7995 Project Eligible - Off Formula Costs			-	-	-		-		-	-	-	-	-	-	-
7999 Non Federal Participating Costs	221,686	-	-	-	-		221,686		-	-	-	-	-	-	221,686
Total Expenditures	646,077,564	142,065,337	113,527,239	139,347,823	147,358,547	20,265,110	1,208,641,620	3,249,868	1,462,847	255,099	4,967,814	-	-	-	1,213,609,435
Other Financing Sources (Uses)															
Transfers From Other Diversion Funds	-	-					-		-	-	-	-	-	-	-
Transfers to Other Diversion Funds	-	659,566	1,250,000	1,395,000	1,650,000	412,500	5,367,066		-	-	-	-	-	-	5,367,066
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	412,500	5,367,066		-	-	-	-	-	-	5,367,066



**FM Metropolitan Area Flood Risk Management Project**  
**Statement of Net Position**  
**March 31, 2025**

	<b>FM Diversion Project Fund</b>	<b>Budget Fund</b>	<b>Grand Total</b>
<b>Assets</b>			
Cash	\$ 273,665,322	\$ 571,205	\$ 274,236,527
Cash Horace 3.01 MIT	4,446,038	-	4,446,038
Cash BRRWD	9,035,907	-	9,035,907
Cash Held In Trust at BND			
Excess Revenue Fund	706,370	-	706,370
Temp Debt Obligation Fund	2,594,211	-	2,594,211
Authority Loan Fund	210,645	-	210,645
P3 Reserve Fund	16,793,482	-	16,793,482
SRF Loan Reserve Fund	2,379,452		2,379,452
Revenue Fund	3,326		3,326
Prepaid Expense	3,360,072	-	3,360,072
Refundable Deposit	50,000		50,000
<b>Total assets</b>	<b>313,244,826</b>	<b>571,205</b>	<b>313,816,031</b>
<b>Liabilities</b>			
Vouchers payable	673,441	136,033	809,474
Retainage payable	69,970	-	69,970
Rent Deposit	18,250	-	18,250
<b>Total liabilities</b>	<b>761,661</b>	<b>136,033</b>	<b>897,694</b>
<b>NET POSITION</b>	<b>\$ 312,483,165</b>	<b>\$ 435,172</b>	<b>\$ 312,918,337</b>

**Summary Of Expenses**  
**EXP-2025-03**

**14 April 2025**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	03/04/2025	343535	Cass County Government	\$104,038.61	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Full Time Staff / Salaries</b>				<b>\$104,038.61</b>			
770-7910-429.20-01	03/04/2025	343535	Cass County Government	\$7,632.68	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Health Insurance</b>				<b>\$7,632.68</b>			
770-7910-429.20-03	03/04/2025	343535	Cass County Government	\$160.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Dental Insurance</b>				<b>\$160.00</b>			
770-7910-429.20-06	03/04/2025	343535	Cass County Government	\$36.50	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Vision Insurance</b>				<b>\$36.50</b>			
770-7910-429.21-01	03/04/2025	343535	Cass County Government	\$6,316.49	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Social Security</b>				<b>\$6,316.49</b>			
770-7910-429.21-02	03/04/2025	343535	Cass County Government	\$1,477.24	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Medicare</b>				<b>\$1,477.24</b>			
770-7910-429.22-07	03/04/2025	343535	Cass County Government	\$9,852.32	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Pension Benefits / Retirement</b>				<b>\$9,852.32</b>			
770-7910-429.25-00	03/04/2025	343535	Cass County Government	\$572.77	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Workers Compensation Benefits / Workers Compensation</b>				<b>\$572.77</b>			
770-7910-429.33-37	27/03/2025	343403	HighRoad Partners, LLC	\$600.00	HR PARTNERS	V09701	HR SERVICES
<b>Other Services / HR Services</b>				<b>\$600.00</b>			
770-7910-429.34-15	13/03/2025	343083	Marco Technologies	\$741.00	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	20/03/2025	343274	Marco Technologies	\$2,206.27	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	03/04/2025	343542	CONSOLIDATED COMMUNI	\$470.00	ACCT #701-150-113/0	V00106	EXECUTIVE DIRECTOR
<b>Technical Services / Computer Services</b>				<b>\$3,417.27</b>			
770-7910-429.53-20	03/04/2025	343535	Cass County Government	\$1,572.66	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Communications / Cellular Phone Service</b>				<b>\$1,572.66</b>			
770-7910-429.56-60	03/04/2025	343535	Cass County Government	\$1,205.30	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>In State Travel / In State Travel Expenses</b>				<b>\$1,205.30</b>			

**Summary Of Expenses**  
**EXP-2025-03**

**14 April 2025**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.57-60	03/04/2025	343535	Cass County Government	\$2,311.21	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Out of State Travel / Out of State Travel Exp</b>				<b>\$2,311.21</b>			
770-7910-429.59-20	03/04/2025	343535	Cass County Government	\$125.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Education / Seminar &amp; Conf. Instate</b>				<b>\$125.00</b>			
770-7910-429.61-10	03/04/2025	343535	Cass County Government	\$175.95	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>General Supplies / Office Supplies</b>				<b>\$175.95</b>			
770-7910-429.68-30	03/04/2025	343535	Cass County Government	\$86.35	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
<b>Miscellaneous / Meeting Incidentals</b>				<b>\$86.35</b>			
<b>770 Subtotal</b>				<b>\$139,580.35</b>			
790-7910-429.33-20	03/04/2025	343556	EIDE BAILLY LLP	\$399.00	DIVERSION 1099'S	V00102	General & Admin. WIK
<b>Other Services / Accounting Services</b>				<b>\$399.00</b>			
790-7910-429.33-25	03/04/2025	343520	Ankura Consulting Group LLC	\$31,010.00	SCHEDULING SERVICES	V12801	SCHEDULING EXPERTISE
	03/04/2025	343551	DORSEY & WHITNEY LLP	\$85,039.74	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	03/04/2025	343613	OHNSTAD TWICHELL PC	\$99,215.78	LEGAL SERVICES	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$215,265.52</b>			
790-7910-429.34-20	13/03/2025	342986	C THREE MEDIA, LLC	\$12,055.20	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	27/03/2025	343445	Neon Loon Communications, LL	\$16,856.25	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
<b>Technical Services / Marketing / Public Relat.</b>				<b>\$28,911.45</b>			
790-7910-429.34-56	24/03/2025	EK03250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 03/25	V05902	MONTHLY FISCAL AGENT FEE
<b>Technical Services / FMDA Fiscal Agent Fees</b>				<b>\$18,007.50</b>			
790-7910-429.38-68	20/03/2025	343233	GA Group, PC	\$4,000.00	GOV RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
<b>Other Services / Lobbyist</b>				<b>\$4,000.00</b>			
790-7910-429.42-05	13/03/2025	342965	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
<b>Cleaning Services / Custodial Services</b>				<b>\$925.00</b>			

**Summary Of Expenses**  
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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7915-429.33-05	27/03/2025	343349	AECOM	\$57,759.25	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$119,335.20	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$177,094.45</b>			
790-7915-429.38-99	13/03/2025	343160	UNITED STATES GEOLOGIC	\$68,795.00	WATER QUALITY MONITORING	V02203	WATER QUALITY MONITORING
	17/03/2025	LT03250	UNITED STATES GEOLOGIC	(\$68,795.00)	REV 12.31.24 AP-3.13.25	V02203	WATER QUALITY MONITORING
	17/03/2025	LT15240	UNITED STATES GEOLOGIC	\$68,795.00	12.31.24 AP-3.13.2025 CK	V02203	WATER QUALITY MONITORING
<b>Other Services / Other Services</b>				<b>\$68,795.00</b>			
790-7920-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$26,851.83	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$26,851.83</b>			
790-7920-429.33-79	13/03/2025	342994	CH2M Hill Engineers Inc	\$491,149.25	PROJECT MGMT SERVICES	V00211	CH2M HILL-6/2019-12/2021
	13/03/2025	342994	CH2M Hill Engineers Inc	\$786,265.97	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
<b>Other Services / Construction Management</b>				<b>\$1,277,415.22</b>			
790-7930-429.33-05	27/03/2025	343369	MOORE ENGINEERING INC	\$90,633.43	PROFESSIONAL SERVICES	V10601	CITY OF CHRISTINE MOU
	27/03/2025	343369	MOORE ENGINEERING INC	\$38,746.40	REIMB-MOORE ENGINEERING	V10601	CITY OF CHRISTINE MOU
	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$96,181.15	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	03/04/2025	343512	ADVANCED ENGINEERING I	\$221,485.08	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	31/03/2025	LT03250	MOORE ENGINEERING INC	(\$129,379.83)	REV 12.31.24 AP 3.27.25	V10601	CITY OF CHRISTINE MOU
	31/03/2025	LT15240	MOORE ENGINEERING INC	\$129,379.83	12.31.24 AP-03.27.25 CK	V10601	CITY OF CHRISTINE MOU
<b>Other Services / Engineering Services</b>				<b>\$447,046.06</b>			
790-7930-429.33-25	03/04/2025	343537	LIES, BULLIS & HATTING, P	\$1,840.00	REIMB LIES, BULLIS &	V10601	CITY OF CHRISTINE MOU
	03/04/2025	343537	Swanson & Warcup	\$330.00	REIMB SWANSON & WARCUP	V10601	CITY OF CHRISTINE MOU
<b>Other Services / Legal Services</b>				<b>\$2,170.00</b>			
790-7930-429.33-47	27/03/2025	343484	Jodi Smith	\$271.60	REIMB TRAVEL-FARGO	V13701	LAND ACQUISITION CONSULTIN
	27/03/2025	343484	Jodi Smith	\$12,000.00	FEB MFDA CONSULTING	V13701	LAND ACQUISITION CONSULTIN
<b>Other Services / Consulting Services</b>				<b>\$12,271.60</b>			
790-7930-429.33-79	13/03/2025	342994	CH2M Hill Engineers Inc	\$20,812.63	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITION
<b>Other Services / Construction Management</b>				<b>\$20,812.63</b>			

**Summary Of Expenses**  
**EXP-2025-03**

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.42-20	03/04/2025	343588	JT LAWN SERVICE LLC	\$740.00	DIVERSION SNOW REMOVAL	V01701	ND LAND - BIOTIC GEO MORP
	03/04/2025	343588	JT LAWN SERVICE LLC	\$740.00	DIVERSION SNOW REMOVAL	V01701	ND LAND PURCH-OUT OF TOWN
	03/04/2025	343588	JT LAWN SERVICE LLC	\$740.00	DIVERSION SNOW REMOVAL	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Cleaning Services / Snow Clearing</b>				<b>\$2,220.00</b>			
790-7930-429.62-51	03/04/2025	343531	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND - BIOTIC GEO MORP
	03/04/2025	343531	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	03/04/2025	343531	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	OXBOW MOU-RESIDENT RLCTN
<b>Energy / Electricity</b>				<b>\$339.00</b>			
790-7950-429.33-05	20/03/2025	343298	MOORE ENGINEERING INC	\$2,701.15	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
	27/03/2025	343364	Cass Rural Water	\$2,525.00	RES A 6" WELL LINE LOWERI	V05021	TO14 - ENGINEERING SERVICES
	27/03/2025	343364	Cass Rural Water	\$2,322.00	12" LINE EAST OF RES A	V05021	TO14 - ENGINEERING SERVICES
	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$5,762.75	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	03/04/2025	343632	SRF Consulting Group	\$1,590.00	SE CASS WRD #14 SRF INV 2	V12201	SE CASS WRD MOU
<b>Other Services / Engineering Services</b>				<b>\$14,900.90</b>			
790-7950-429.33-06	27/03/2025	343358	BRAUN INTERTEC CORP	\$719.90	MATERIALS TESTIING	V00405	ENVIRO. CONSULTING SERV
	27/03/2025	343358	BRAUN INTERTEC CORP	\$48,488.50	MATERIALS TESTING	V00406	TASK ORDER #4
<b>Other Services / Quality Testing</b>				<b>\$49,208.40</b>			
790-7950-429.33-25	20/03/2025	343298	OHNSTAD TWICHELL PC	\$1,458.64	REIMB OHNSTAD TWICHELL	V08801	RUSH RIVER-DRAIN EXPENSE
<b>Other Services / Legal Services</b>				<b>\$1,458.64</b>			
790-7950-429.33-32	06/03/2025	EK15240	SRF Consulting Group	\$198.95	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
<b>Other Services / Appraisal Services</b>				<b>\$198.95</b>			
790-7950-429.41-05	20/03/2025	343202	Cass Rural Water	\$30.00	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
<b>Utility Services / Water and Sewer</b>				<b>\$30.00</b>			
790-7950-429.73-52	27/03/2025	EK03250	Red River Valley Alliance LLC	\$14,390,103.00	RECORD DIVERSION MILESTONE	V11402	MILESTONE PAYMENTS
<b>Infrastructure / Flood Control</b>				<b>\$14,390,103.00</b>			
790-7950-429.73-58	24/03/2025	EK15240	City of Fargo	\$61,639.20	City of Fargo	V05419	STORM LIFT STATION #24
<b>Infrastructure / Storm Sewer Systems</b>				<b>\$61,639.20</b>			

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**EXP-2025-03**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-70	06/03/2025	342926	XCEL ENERGY-FARGO	\$32,577.81	2025-01-01 LINE MODIFICATION	V07704	TO1-MONTICELLO-BISON TRAN
	27/03/2025	343364	Cass Rural Water	\$7,076.51	11701 57 ST S-DA DISCONNECT	V05016	TO 9 - WP38C DISCONNECTS
	27/03/2025	343364	Cass Rural Water	\$7,076.51	11705 57 ST S-DA DISCONNECT	V05016	TO 9 - WP38C DISCONNECTS
	27/03/2025	343469	Red River Communications	\$107,548.12	FIBER RELOCATION	V11701	FIBER RELOCATION
	03/04/2025	343532	Cass County Electric Cooperativ	\$91,390.40	CCEC TO #22 GENERATOR CON	V04724	TO22-Low Voltage Generator Conn
	03/04/2025	343648	XCEL ENERGY-FARGO	\$47,444.02	UTILITY RELOCATION	V07704	TO1-MONTICELLO-BISON TRAN
	31/03/2025	LT03250	Red River Communications	(\$107,548.12)	REV 12.31.24 AP 3.27.25	V11701	FIBER RELOCATION
	31/03/2025	LT15240	Red River Communications	\$107,548.12	12.31.24 AP-03.27.25 CK	V11701	FIBER RELOCATION
<b>Infrastructure / Utilities</b>				<b>\$293,113.37</b>			
790-7952-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$6,001.25	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$6,001.25</b>			
790-7959-429.33-05	06/03/2025	EK15240	APEX Engineering Group Inc	\$376,975.83	APEX ENGINEERING GROUP IN	V05432	STORM LIFT IMPR #27
	06/03/2025	EK15240	FORUM COMMUNICATIONS	\$56.70	P CARD BMO	V05432	STORM LIFT IMPR #27
	06/03/2025	EK15240	HOUSTON ENGINEERING IN	\$19,756.77	HOUSTON ENGINEERING INC	V05433	NR24B - LIFT STAT 11 & 57
	06/03/2025	EK15240	HOUSTON ENGINEERING IN	\$6,682.50	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
<b>Other Services / Engineering Services</b>				<b>\$403,471.80</b>			
790-7959-429.73-52	06/03/2025	EK15240	Key Contracting Inc	\$517,814.60	KEY CONTRACTING INC	V05432	STORM LIFT IMPR #27
	06/03/2025	EK15240	Sun Electric Inc.	\$9,462.00	SUN ELECTRIC INC	V05433	NR24B - LIFT STAT 11 & 57
	24/03/2025	EK15240	Key Contracting Inc	\$885,951.00	KEY CONTRACTING INC	V05431	STORM LIFT IMPR #47 & #48
<b>Infrastructure / Flood Control</b>				<b>\$1,413,227.60</b>			
790-7980-429.38-99	06/03/2025	EK15240	City of Fargo	\$29,497.17	RECORD FLDLFT COSTS AS	V02822	O & M - LIFTS #18 & #23
<b>Other Services / Other Services</b>				<b>\$29,497.17</b>			
790-7980-429.52-10	06/03/2025	EK15240	North Dakota Insurance Departm	\$7,829.57	RECORD FLDLFT COSTS AS	V02822	O & M - LIFTS #18 & #23
<b>Insurance / Property Insurance</b>				<b>\$7,829.57</b>			
790-7980-429.62-51	06/03/2025	EK15240	XCEL ENERGY-FARGO	\$48,656.33	RECORD FLDLFT COSTS AS	V02822	O & M - LIFTS #18 & #23
<b>Energy / Electricity</b>				<b>\$48,656.33</b>			
790-7990-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$53,851.85	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$53,851.85</b>			

Summary Of Expenses

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.33-25	03/04/2025	343613	OHNSTAD TWICHELL PC	\$49,584.20	LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$49,584.20			
790-7990-429.33-47	03/04/2025	343621	Program Advisor Services, LLC	\$43,260.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$43,260.00			
790-7990-429.34-57	05/03/2025	5720	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE 02/2025	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$18,007.50			
790-7998-555.90-81	24/03/2025	EK03250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-MAR	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$19,186,563.99			

Total Amount Invoiced this period:

\$19,326,144.34

\$0.00 Less Paid Retainage

\$19,326,144.34 Total Less Paid Retainage

*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	\$132,058,505.93	\$21,953,911.46	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$96,722,631.93	\$78,987,615.96	\$17,735,015.97	Engineering Services
INDUSTRIAL BUILDERS INC	\$66,716,315.26	\$65,872,498.76	\$843,816.50	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	\$33,852,586.20	\$33,852,586.20	\$0.00	Flood Protection Services
OHNSTAD TWICHELL PC	\$26,270,370.21	\$26,270,370.21	\$0.00	Legal Services
RED RIVER VALLEY ALLIANCE LLC	\$22,734,416.86	\$22,734,416.86	\$0.00	P3 Developer payments
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	\$16,046,097.25	\$14,165,175.10	\$1,880,922.15	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$13,552,994.38	\$13,552,994.38	\$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	\$8,824,210.37	\$8,818,571.62	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$8,565,500.19	\$6,884,573.25	\$1,680,926.94	Engineering Services
CASS RURAL WATER	\$7,223,925.75	\$7,118,900.23	\$105,025.52	Utilities and Utility Relocation
HOUSTON ENGINEERING INC	\$6,742,933.89	\$6,742,933.89	\$0.00	Engineering Services
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,341,468.59	\$3,695,287.58	\$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	\$5,740,474.46	\$5,740,474.46	\$0.00	Gravel on County Rd 17 Bypass



*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
SCHMIDT AND SONS INC.	\$5,648,222.43	\$4,324,227.93	\$1,323,994.50	Residential Demolition in Oxbow
ERNST & YOUNG	\$5,377,000.00	\$5,046,714.40	\$330,285.60	P3 Financial Advisory Services
BRAUN INTERTEC CORP	\$5,158,886.56	\$2,899,276.61	\$2,259,609.95	Materials Testing
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
XCEL ENERGY-FARGO	\$3,992,266.32	\$1,885,769.99	\$2,106,496.33	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
CASS COUNTY ELECTRIC COOPERATIVE	\$3,692,975.67	\$2,936,014.63	\$756,961.04	Electrical Services
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
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	\$2,560,787.90	\$417,194.97	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

*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	\$1,298,437.06	\$286,665.72	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	\$749,875.00	\$582,965.00	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	\$1,087,248.57	\$1,087,248.57	\$0.00	Utility Relocation
CITY OF HORACE	\$1,079,925.15	\$1,079,925.15	\$0.00	Infrastructure Fund
BANK OF NORTH DAKOTA	\$1,050,336.79	\$1,050,336.79	\$0.00	Legal review fees
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
ANKURA CONSULTING GROUP LLC	\$973,066.06	\$973,066.06	\$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	\$393,982.00	\$457,638.10	Mowing and weed control
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
LINNCO, INC.	\$792,403.11	\$534,003.11	\$258,400.00	House Demo and Removal
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 COUNSELORS	\$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

*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
NEON LOON COMMUNICATIONS, LLC	\$666,006.80	\$502,773.05	\$163,233.75	Communications Support
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
APEX ENGINEERING GROUP INC	\$604,232.62	\$604,232.62	\$0.00	Engineering
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	\$480,152.95	\$61,122.07	Videography Services
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

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
JR FERCHE INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements
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	\$249,654.60	\$249,654.60	\$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	\$216,229.32	\$12,000.00	Government Relations
WILLIAM D. SCEPANIAK, 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
RED RIVER COMMUNICATIONS	\$181,365.42	\$181,365.42	\$0.00	Fiber Relocation
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
LANDVEST, INC.	\$160,000.00	\$0.00	\$160,000.00	Appraisal services

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
EIDE BAILLY LLP	\$156,171.00	\$129,171.00	\$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	\$119,255.39	\$6,299.33	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:

\$1,269,262,666.48

\$1,209,300,102.88

\$59,962,563.60

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	43	43	0	100%	0	\$23,877,374
HC	60	8	52	100%	0	\$458,806
LEGACY	138	138	0	100%	0	\$24,413,660
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

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 March 31, 2025**

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



**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of March 31, 2025**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Land Purchases</b>		188,611,427.42	-	2,563,701.41	(9,489,354.11)	181,712,774.72
31 137N 48W, Holy Cross Twp, Clay County, MN	5/2/2024	408,266.15				
NE1/4 Section 12, Pleasant Township, Cass County, ND	5/2/2024	1,082,367.99				
Government Lot One, of Section Thirteen, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situated in the County of Clay and the State of Minnesota	5/30/2024	302,260.08				
That part of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	8/1/2024	2,002,907.00				
The South 40.00 feet of the West Half of Auditor's Lot 5 of the Southwest Quarter of Section 34, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 20.50 feet thereof.	8/1/2024	1,654,155.00				
Lots 3 and 4, Block 1, Klitzke Brothers, Section 7, Township 137 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota	8/29/2024	783,275.00			(4,856.62)	
A tract of land located in the Northeast Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian situated in the County of Cass and the State of North Dakota	8/29/2024	869,241.87				
Lot 1, Block 1, of Callies Run Subdivision being a plat of part of the E1/2 of the SE1/4 of Section 1, Township 137 North, Range 49 West, Fifth Principal Meridian, Cass County, North Dakota	10/3/2024	577,359.22				
Lot 4, Block 1, Campbell Estates Subdivision	10/3/2024	637,019.93				
That part of the South Half of the South Half of the Northeast Quarter of Section 20, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota	10/3/2024	2,299.00				
Replat of Auditor's Lot One (1) of the North Half of the Southeast Quarter (NYSE) of Section Seventeen (17), Township One Hundred Thirty-seven (137), Range Forty-nine (49), Cass County, North Dakota,	11/27/2024	795,754.02				
That part of Government Lots 2 & 3 of Section 20, Township 136 North, Range 48 West of the 5th Principal Meridian, Wilkin County, Minnesota, being further described as follows: Beginning at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 20; From said Point of Beginning, the easterly, southerly and westerly boundaries	12/20/2024	536,725.70				
W1/2 of W1/2 of Section 22-137-49, Pleasant Township, Cass County, North Dakota	12/26/2024	1,500.00				
That part of the Northwest Quarter of Section 16, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	1/30/2025	718,704.29				
That part of the NE 1/4 of Section 5 in Township 137 North of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	1/30/2025	431,999.39				
		388,702,724.44	-	39,880,699.23	(19,855,313.48)	408,728,110.19
				<b>Property Management Expense</b>		8,366,667.94
				<b>Grand Total</b>	<b>\$</b>	<b>417,094,778.13</b>

**FM Metropolitan Area Flood Risk Management Project**  
**In-Town Levee Work**  
**as of March 31, 2025**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 3,756,545.64	\$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 406,921.54	\$ 406,921.54
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 491,334.67	\$ 491,334.67
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 36,578,705.00	\$ 36,578,705.00
V01703	Various	In-Town Property Purchases	\$ 21,176,116.94	\$ 19,958,677.43
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,632,103.73	\$ 8,632,103.73
V02826	City of Fargo	In-Town Levee Maintenance	\$ 8,823.82	\$ 8,823.82
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 39,289,243.78	\$ 39,289,243.78
			<u>\$ 187,666,857.72</u>	<u>\$ 186,449,418.21</u>

Legacy Bond Fund Balance Report  
As of 03/31/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 67,903,743.00

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
Mar 2025				\$ 206,057.35		\$ 206,057.35
						\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ 156,974,364.11	\$ 19,361,106.40	\$ 367,596,257.00

State Revolving Fund (SRF) Status Report  
As of 03/31/2025

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

Funds Requested			
Draw Request Number	Period Covered	Amount	Date Submitted
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	19-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	17-Jan-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	03-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,121.65	25-Jul-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	24-Oct-23
6	11-July through 28-Sept. 2023	\$ 2,731,423.54	07-Feb-24
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	23-May-24
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	25-Jul-24
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	26-Aug-24
10	1-July 2024 through 31-July 2024	\$ 187,381.78	26-Sep-24
11	1-July 2024 through 31-July 2024	\$ 1,935,077.29	26-Sep-24
12	1-July 2024 through 31-July 2024	\$ 6,413,118.48	20-Dec-24
13	1-Nov 2024 through 31-Dec 2024	\$ 2,388,583.96	25-Feb-25
		\$ 28,136,172.19	

Funds Received			
Draw Request Number	Period Covered	Amount	Date Received
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	23-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	10-Feb-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	21-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,121.65	21-Aug-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	08-Nov-23
6	11-July through 28-Sept. 2023	\$ 2,731,423.54	22-Feb-24
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	06-Jun-24
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	26-Aug-24
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	25-Sep-24
10	1-July 2024 through 31-July 2024	\$ 187,381.78	14-Oct-24
11	1-July 2024 through 31-July 2024	\$ 1,935,077.29	07-Nov-24
12	1-July 2024 through 31-July 2024	\$ 6,413,118.48	21-Jan-25
13			
Total		\$ 25,747,588.23	

## Finance Committee Bills from April 2025

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #130 CCJWRD	\$	1,574,182.29
Buffalo-Red River Watershed District	BRRWD – City of Wolverton Project	\$	169,047.88
Ohnstad Twichell, P.C.	Legal services rendered through March 21, 2025	\$	139,274.77
Buffalo-Red River Watershed District	BRRWD – City of Georgetown Project	\$	114,456.69
Dorsey & Whitney	Legal services rendered through March 31, 2025	\$	101,616.24
Clay County	Diversion bills – Request #52 MCCJPA	\$	48,604.96
Ankura Consulting	Consultant services rendered through March 31, 2025	\$	47,042.00
Ankura Consulting	Consultant services rendered through February 28, 2025	\$	25,049.50
Buffalo-Red River Watershed District	BRRWD – Oakport Coulee/Wolverton Creek Survey	\$	20,322.32
Cass Rural Water	Reimburse engineering services related to MOU	\$	6,227.25
Cass County	Reimburse misc expenses from Diversion Authority office	\$	3,860.06
Southeast Cass Water Resource District	Reimburse legal costs related to MOU	\$	1,274.00
Dorsey & Whitney	Legal services rendered through March 31, 2025	\$	1,071.00
Total Bills Received through April 16, 2025		\$	<u>2,252,028.96</u>



**SENT VIA EMAIL**

**Cass County  
Joint Water  
Resource  
District**

Ken Lougheed  
Chairman  
Leonard, North  
Dakota

Keith Weston  
Manager  
Gardner, North Dakota

Gerald Melvin  
Manager  
Fargo, North Dakota

Jacob Gust  
Manager  
Fargo, North Dakota

Rick Steen  
Manager  
Fargo, North Dakota

Melissa Hinkemeyer  
Director, Secretary

Melissa Hinkemeyer  
Treasurer

1201 Main Avenue West  
West Fargo, ND 58078-1301

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

April 8, 2025

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

Greetings:

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

Enclosed please find copies of bills totaling \$1,574,182.29 regarding the above-mentioned projects. The breakdown is as follows:

Metro Flood Diversion	\$1,571,135.29
Oxbow-Hickson-Bakke Ring Levee	\$ 3,047.00

At this time, we respectfully request 100% reimbursement per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 1, 2015.

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

Thank you.

Sincerely,

**CASS COUNTY JOINT WATER RESOURCE DISTRICT**

*Melissa Hinkemeyer*

Melissa Hinkemeyer  
Director

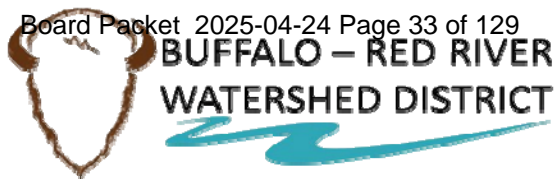
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METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES						4/8/2025
Invoice	Invoice	Invoice	Project			
Paid	Date	No.	No.	Amount	Vendor	Description
	2/14/2025	277215		(569,775.97)	The Title Company	Lucille F Sorby - Excess Land Sale OIN 9191Y1 66.9 acres in the E1/2 2-137-49, Cass County
				(165.00)	The Title Company	Attorney Fee Refund on OIN 1891
	3/28/2025	279036		(79,750.00)	The Title Company	Seller's Settlement Statement OIN 9741Y Glen & Marilyn Libbrecht
	3/28/2025			(6,785.00)	Cass County Government	Diversion Excess Land Purchase OIN 858 7253
	3/28/2025			(11,840.00)	Cass County Government	Diversion Excess Land Purchase OIN 546Y1
2/19/2025	2/10/2025	201117	130007	11,991.00	Ohnstad Twichell, PC	Diversion Right of Way Acquisition
2/19/2025	2/10/2025	201119	160007	752.00	Ohnstad Twichell, PC	Diversion Authority Agreement - Drains
2/19/2025	2/10/2025	201120	160007	120.00	Ohnstad Twichell, PC	Channel Phase II
2/19/2025	2/10/2025	201121	160007	885.00	Ohnstad Twichell, PC	Channel Phase III
2/19/2025	2/10/2025	201122	170007	9,952.00	Ohnstad Twichell, PC	Upstream Mitigation Area
2/19/2025	2/10/2025	201123	207007	235.00	Ohnstad Twichell, PC	Wetland Mitigation Drain 27
2/19/2025	2/10/2025	201124	247007	9,205.00	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project
2/19/2025	2/10/2025	201127	257007	70.50	Ohnstad Twichell, PC	Professional Services
2/19/2025	2/10/2025	201128	217007	658.50	Ohnstad Twichell, PC	Richard Farm Enterprises & Ryan & Jessica Richard (OIN 1087 1093 1095 5002 Quick-Take Eminent Domain Action
2/19/2025	2/10/2025	201129	227007	10,264.50	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action
2/19/2025	2/10/2025	201130	227007	203.50	Ohnstad Twichell, PC	MKRM Trust Et al (OIN 1997) Eminent Domain Action
2/19/2025	2/10/2025	201131	227007	203.50	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action
2/19/2025	2/10/2025	201132	227007	203.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action
2/19/2025	2/10/2025	201133	227007	8,933.00	Ohnstad Twichell, PC	Bratten, Riley D. (OIN 5032 Eminent Domain Action
2/19/2025	2/10/2025	201134	237007	25.00	Ohnstad Twichell, PC	Professional Services
2/19/2025	2/10/2025	201135	237007	1,267.50	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895 1991) Eminent Domain Action
2/19/2025	2/10/2025	201136	237007	534.50	Ohnstad Twichell, PC	Loffelmacher, John, (OIN 831) Eminent Domain Action
2/19/2025	2/10/2025	201137	237007	25.00	Ohnstad Twichell, PC	Ihle, Peter (OIN 1959) Eminent Domain Action
2/19/2025	2/10/2025	201138	237007	3,408.50	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action
2/19/2025	2/10/2025	201139	237007	357.50	Ohnstad Twichell, PC	Redlin, Gary & Patricia (OIN 2002) Eminent Domain Action
2/19/2025	2/10/2025	201140	237007	1,373.50	Ohnstad Twichell, PC	Duchscherer, Brian & Kelly (OIN 9416 1885) Eminent Domain Action
2/19/2025	2/10/2025	201141	237007	390.00	Ohnstad Twichell, PC	Johnson, Nancy Rae & Justin A. (OIN 2039 2041) Eminent Damain Action
2/19/2025	2/10/2025	201142	237007	1,300.00	Ohnstad Twichell, PC	2023 Consolidated ED Actions
2/19/2025	2/10/2025	201143	237007	426.00	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967 1968) Eminent Domain Action
2/19/2025	2/10/2025	201144	247007	1,083.50	Ohnstad Twichell, PC	Moe, Gail J. (OIN 1853) Eminent Domain Action
3/28/2025	3/19/2025	201861	120007	563.50	Ohnstad Twichell, PC	Diversion Project Assessment District
3/28/2025	3/19/2025	201862	130007	15,044.50	Ohnstad Twichell, PC	Diversion Right of Way Acquisition
3/28/2025	3/19/2025	201863	160007	5,953.50	Ohnstad Twichell, PC	Diversion Authority Agreement - Drains
3/28/2025	3/19/2025	201864	170007	19,833.37	Ohnstad Twichell, PC	Upstream Mitigation Area
3/28/2025	3/19/2025	201867	247007	24,152.50	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project
3/28/2025	3/19/2025	201870	257007	4,612.00	Ohnstad Twichell, PC	1099 Preparation - 2024 Acquisitions
4/2/2025	3/19/2025	201871	207007	1,204.72	Ohnstad Twichell, PC	Larry A. Brandt Revocable Living Trust (OIN 9348) Quick Take Eminent Domain Action
4/2/2025	3/19/2025	201872	227007	10,478.00	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action
4/2/2025	3/19/2025	201873	227007	33.50	Ohnstad Twichell, PC	Anderson, StanleyD & Terri Rae (OIN 1896 & 2052) Eminent Domain Action
4/2/2025	3/19/2025	201874	227007	33.50	Ohnstad Twichell, PC	Brakke, Michael D. ET AL (OIN 1964) Eminent Domain Action
4/2/2025	3/19/2025	201875	227007	3,695.00	Ohnstad Twichell, PC	MKRM Trust Et al (OIN 1997) Eminent Domain Action
4/2/2025	3/19/2025	201876	227007	167.50	Ohnstad Twichell, PC	Cossette, Donald Robert (OIN 2361) Eminent Domain Action
4/2/2025	3/19/2025	201877	227007	33.50	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action
4/2/2025	3/19/2025	201878	227007	1,525.50	Ohnstad Twichell, PC	Braje Family (OIN 1938, 1977, 1978) Eminent Domain Action
4/2/2025	3/19/2025	201879	227007	5,582.00	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action
4/2/2025	3/19/2025	201880	227007	33.50	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action
4/2/2025	3/19/2025	201881	227007	3,962.00	Ohnstad Twichell, PC	Hertgaard Family LLLP (OIN 2042) Eminent Domain Action
4/2/2025	3/19/2025	201882	227007	11,633.50	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action
4/2/2025	3/19/2025	201883	237007	234.50	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domain Action
4/2/2025	3/19/2025	201884	237007	4,400.50	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895 1991) Eminent Domain Action
4/2/2025	3/19/2025	201885	237007	33.50	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action
4/2/2025	3/19/2025	201886	237007	916.50	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action
4/2/2025	3/19/2025	201887	237007	2,412.00	Ohnstad Twichell, PC	Redlin, Gary & Patricia (OIN 2002) Eminent Domain Action
4/2/2025	3/19/2025	201888	237007	1,481.20	Ohnstad Twichell, PC	Duchscherer, Brian & Kelly (OIN 9416 1885) Eminent Domain Action
4/2/2025	3/19/2025	201889	237007	1,809.00	Ohnstad Twichell, PC	Johnson, Nancy Rae & Justin A. (OIN 2039 2041) Eminent Damain Action
4/2/2025	3/19/2025	201890	237007	6,968.00	Ohnstad Twichell, PC	2023 Consolidated ED Actions
4/2/2025	3/19/2025	201891	237007	33.50	Ohnstad Twichell, PC	Turner, Scott & Vicki (OIN 5028) Eminent Domain Action
4/2/2025	3/19/2025	201892	237007	117.00	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action
4/2/2025	3/19/2025	201893	237007	251.00	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967 1968) Eminent Domain Action
4/2/2025	3/19/2025	201894	247007	11,423.12	Ohnstad Twichell, PC	Aaland Law Open Records Requests
4/2/2025	3/19/2025	201985	247007	195.00	Ohnstad Twichell, PC	Luecke, John (Leonard) & Kathleen J. (OIN 2046, 2047 & 2183) Eminent Domain Action
2/19/2025	2/10/2025	852095	38810.00004	9,320.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land
2/19/2025	2/10/2025	852096	38810.00012	960.00	Larkin Hoffman	Hanson Flowage Easement Acquisition
2/19/2025	2/10/2025	852097	38810.00020	2,240.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition
2/19/2025	2/10/2025	852098	38810.00026	560.00	Larkin Hoffman	Patrick, Chard E. Flowage Easement Acquisition
2/19/2025	2/10/2025	852099	38810.00027	160.00	Larkin Hoffman	Speten, Kenneth & Karen Flowage Easement Acquisition
2/19/2025	2/10/2025	852100	38810.00028	15,440.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition
2/19/2025	2/10/2025	852101	38810.00029	4,520.00	Larkin Hoffman	Christianson, Charlie/Shirley/Douglas/Darlene Flowage Easement Acquisition
2/19/2025	2/10/2025	852102	38810.00045	160.00	Larkin Hoffman	Becca Saunders
2/19/2025	2/10/2025	852103	38810.00053	3,623.40	Larkin Hoffman	Granholt Family Farm LLLP
2/19/2025	2/10/2025	852104	38810.00059	2,760.50	Larkin Hoffman	Michael and Darla Rufer
3/28/2025	3/6/2025	853532	38810.00048	828.90	Larkin Hoffman	Michele K. Johnson
3/28/2025	3/6/2025	853531	38810.00045	40.00	Larkin Hoffman	Becca Saunders
3/28/2025	3/6/2025	853526	38810.00012	920.00	Larkin Hoffman	Hanson Flowage Easement Acquisition
3/28/2025	3/6/2025	853530	38810.00028	5,120.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition
3/28/2025	3/6/2025	853528	38810.00026	280.00	Larkin Hoffman	Patrick, Chard E. Flowage Easement Acquisition
3/28/2025	3/6/2025	862529	38810.00027	480.00	Larkin Hoffman	Speten, Kenneth & Karen Flowage Easement Acquisition
3/28/2025	3/6/2025	853527	38810.00020	653.25	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition

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Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
3/28/2025	3/6/2025	853525	38810.00004	9,200.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land
2/14/2025	12/23/2024	5145		7,500.00	Crown Appraisals, Inc.	Task Order 6 Amend 8 (OIN 11461 1463) Klein Flowage Easements
2/14/2025	12/31/2025	5149		33,500.00	Crown Appraisals, Inc.	Task Order 6 Amend 8 (OIN 1514, 1570, 1455, 1465A, 1498, 1491) Flowage Easements
3/28/2025	1/31/2025	5162		17,500.00	Crown Appraisals, Inc.	Task Order 6 Amend 8 (OIN 1412,1485,1486 Kopp FE) (OIN 1411,1880 &1892 Heesch FE)
3/28/2025	2/28/2025	5172		8,500.00	Crown Appraisals, Inc.	Task Order 6 Amend 8 (OIN 1375, 1523) Israelson Land Partnership FE
2/14/2025	1/23/2025	21923-AM		8,000.00	Patchin Messner	Task Order 6 Amendment 5 (OIN 1206, 7235)
2/14/2025	2/1/2025	184729		460.93	CHS Dakota Plains AG	LP Tank Rental (OIN 1912 & 2014) LP Gas (OIN 2014)
3/28/2025	2/28/2025	GZ 47 BE3121		462.69	CHS Dakota Plains AG	LP Tank Rental (OIN 1912) LP Gas
2/14/2025	1/22/2025	1063363		90.00	Fevig Oil Company, Inc.	Tank Lease OIN 8386
2/14/2025	1/21/2025	U024D307		438.14	Fevig Oil Company, Inc.	Propane OIN 8386
2/14/2025	2/14/2025	278673		30,320.00	The Title Company	Buyer's Settlement Statement Chad E. Patrick OIN 1478
2/14/2025	2/14/2025	278672		42,890.00	The Title Company	Buyer's Settlement Statement Kenneth J. & Karen M Stepen (OIN 9235)
2/14/2025	2/28/2025	278891		64,620.00	The Title Company	Buyer's Settlement Statement Horne Family Limited Partnership (OIN 9345)
2/14/2025	1/17/2025	25-1		21,500.00	Tinjun Appraisal Company, Inc.	Task Order 2 Amend 5 (OIN 8710/8711 8691/8693 8705 8727)
3/28/2025	2/20/2025	25-2		25,500.00	Tinjun Appraisal Company, Inc.	Task Order 2 Amend 5 (OIN 8687, 8714, 8715, 8717) Task Order 3 Amend 0 (OIN 872, 873, 874, 875)
3/28/2025	3/20/2025	25-3		23,500.00	Tinjun Appraisal Company, Inc.	Task Order 2 Amend 5 (OIN 8695, 8688, 8707, 8716, 8690) Task Order 3 Amend 0 (OIN 842,873, 874, 875)
3/28/2025	3/4/2025	1200701433		9,635.15	HDR Engineering Inc.	CCJT WRD TO2 Property Acquisition Services 12/29/24-1/31/25
3/28/2025	3/6/2025	1200702609		7,793.75	HDR Engineering Inc.	CCJT WRD TO2 Property Acquisition Services 02/1/25-02/22/25
3/6/2025	12/31/2024	13783.00 - 57		52,152.08	SRF Consulting Group Inc.	Task Order 1 Amendments 1,2,3,4,5 & 6
3/28/2025	2/28/2025	13783.00 - 58		28,948.61	SRF Consulting Group Inc.	Task Order No 1 - Amendment 1,2,3,4,5 & 6 -
2/28/2025	2/27/2024			24,527.73	Sandra Brodshaug	Sandra Brodshaug - Relocation Reimbursement OIN 1972
4/4/2025	2/27/2025			11,600.00	Jesus & Guadalupe Vega & 5P Mobile Home Serv.	Jesus & Guadalupe Vega & 5P Mobile Home Serves OIN 9994
4/4/2025	2/27/2025			2,750.00	Jesus & Guadalupe Vega	Jesus & Guadalupe Vega OIN 9994
2/27/2025	2/27/2025			49,889.06	Joseph & Jolene Sauvageau	Joseph & Jolene Sauvageau Relocation Reimbursement OIN 1914
3/6/2025	2/14/2025			50.00	The Title Company	Richard Living Trust Draw #9 OIN 816Y1 817Y1
3/28/2025	3/28/2025	279474		1,275,344.43	The Title Company	Redlin, Gary & Patricia (OIN 2002) Buyer's Settlement
3/28/2025	3/28/2025	279121		29,670.00	The Title Company	Dean & Catherine Caillier (OIN 1210)
3/10/2025	2/14/2025			46.78	Cass County Electric Cooperative	Location: 140-300-0510 Address: 5251 174 1/2 AVE SE
3/10/2025	2/14/2025			107.59	Cass County Electric Cooperative	Location: 139-050-0110 Address: 6306 124 AV S
3/10/2025	2/14/2025			92.53	Cass County Electric Cooperative	Location: 106-320-0730 Address: 11701 57TH ST SE
3/10/2025	2/14/2025			58.71	Cass County Electric Cooperative	Location: 106-343-0100 Address: 4311 124 AV S
3/10/2025	2/14/2025			376.25	Cass County Electric Cooperative	Location: 139-090-0210 Address: 17177 50 ST SE
3/10/2025	2/14/2025			135.00	Cass County Electric Cooperative	Location: 139-030-0060 Address: 4410 124 AVE S
3/10/2025	2/14/2025			62.82	Cass County Electric Cooperative	Location: 139-100-0250 Address: 17272 49 ST SE
3/28/2025	3/6/2025	917767138		398.87	Xcel Energy	OIN 5002
4/4/2025	3/14/2025	1132241		46.45	Cass County Electric Cooperative	Location: 140-300-0510 Address: 5251 174 1/2 AVE SE
4/4/2025	3/14/2025	1121701		330.64	Cass County Electric Cooperative	Location: 106-320-0730 Address: 11701 57TH ST SE
4/4/2025	3/14/2025	1108711		110.81	Cass County Electric Cooperative	Location: 106-343-0100 Address: 4311 124 AV S
4/4/2025	3/14/2025	1132168		451.99	Cass County Electric Cooperative	Location: 139-090-0210 Address: 17177 50 ST SE
4/4/2025	3/14/2025	1135309		180.00	Cass County Electric Cooperative	Location: 139-





1303 4th Ave NE  
Barnesville, MN 56514  
EIN#: 41-1311776

**Invoice # 1043****Bill To:**

Metro Flood Diversion Authority  
Attention: Director of Engineering  
4784 Amber Valley Parkway South, Suite 100  
Fargo, ND 58104

**City of Wolverton Flood Protection****Billing Period - Sept. 10, 2024 -Mar. 10, 2025**

Name	Description	Hours	Rate	Invoice #	Total Amount
Houston Engineering Inc.	Professional Services: 08/25/24-09/28/2024			73149	\$ 22,808.00
Buffalo-Red River WD	Project Coordination: 09/08/2024-09/21/2024			350	\$ 153.37
Buffalo-Red River WD	Project Coordination: 09/22/2024-10/05/2024			351	\$ 60.17
Crown Appraisals, Inc.	Property Appraisals - 9/30/2024			5110	\$ 23,500.00
Houston Engineering Inc.	Professional Services: 09/29/2024-10/26/2024			73543	\$ 23,410.00
Buffalo-Red River WD	Project Coordination: 10/06/2024-10/19/2024			352	\$ 100.29
Vogel Law Firm	Legal Fees - 10/18/2024			809546	\$ 1,054.50
Buffalo-Red River WD	Project Coordination: 10/20/2024-11/02/2024			353	\$ 260.75
Houston Engineering Inc.	Professional Services: 10/27/2024-11/23/2024			73958	\$ 21,717.25
Buffalo-Red River WD	Mailing - 11/14/2024			354	\$ 12.22
Buffalo-Red River WD	Project Coordination: 11/03/2024-11/16/2024			355	\$ 200.58
Buffalo-Red River WD	Project Coordination: 11/17/2024-11/30/2024			356	\$ 60.17
Houston Engineering Inc.	Professional Services: 11/24/2024-12/28/2024			74457	\$ 16,232.08
Buffalo-Red River WD	Project Coordination: 12/01/2024-12/14/2024			357	\$ 361.04
Buffalo-Red River WD	Project Coordination: 12/15/2024-12/28/2024			358	\$ 40.12
Vogel Law Firm	Legal Fees - 12/23/2024			811924	\$ 684.00
Buffalo-Red River WD	Project Coordination: 12/29/2024-01/11/2025			359	\$ 21.32
Houston Engineering Inc.	Professional Services: 12/29/2024-01/25/2025			74760	\$ 20,117.25
Buffalo-Red River WD	Project Coordination: 01/12/2025-01/25/2025			360	\$ 21.32
Buffalo-Red River WD	Project Coordination: 01/26/2025-02/08/2025			361	\$ 97.01
Houston Engineering Inc.	Professional Services: 01/26/2025-02/22/2025			75173	\$ 28,094.50
Buffalo-Red River WD	Project Coordination: 02/09/2025-02/22/2025			362	\$ 188.15
Wilkin County Recorder	Tract Searches - 02/26/2025			38191	\$ 200.00
Wilkin County Recorder	Tract Searches - 02/27/2025			38197	\$ 200.00
Wilkin County Recorder	Tract Searches - 03/04/2025			38245	\$ 100.00
Wilkin County Recorder	Tract Searches - 03/04/2025			38246	\$ 200.00
Wilkin County Recorder	Tract Searches - 03/04/2025			38247	\$ 100.00
Wilkin County Recorder	Tract Searches - 03/04/2025			38249	\$ 100.00
Wilkin County Recorder	Tract Searches - 03/04/2025			38250	\$ 100.00
Wilkin County Recorder	Tract Searches - 03/10/2025			38286	\$ 100.00
Wilkin County Recorder	Tract Searches - 03/10/2025			38287	\$ 200.00
Wilkin County Recorder	Tract Searches - 03/10/2025			38291	\$ 300.00
Wilkin County Recorder	Tract Searches - 03/10/2025			38292	\$ 100.00
Xcel Energy	Construction-Pole Relocation 11/14/2024			1144263454	\$ 8,153.79
					\$ -
					\$ -
					\$ -
					\$ -
	<b>Total Amount Due</b>				\$ 169,047.88
	Billed to date				\$ 879,530.67

**Attorneys at Law**

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

**Flood Diversion Board**  
**Bond Counsel Work - PPP**

**Date:** April 8, 2025

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

<b>PROFESSIONAL SERVICES RENDERED</b>			
	<b>Hours</b>	<b>Rate</b>	<b>Totals</b>
JTS	216.3	\$416.00	\$89,980.80
CMM	6.5	\$410.00	\$2,665.00
LDA	11.4	\$410.00	\$4,674.00
KJS	34.3	\$410.00	\$14,063.00
KJM	28.9	\$385.00	\$11,126.50
TJF	5.0	\$300.00	\$1,500.00
RAK	7.3	\$270.00	\$1,971.00
AJR	11.5	\$270.00	\$3,105.00
CRR	4.4	\$235.00	\$1,034.00
TWS	0.4	\$235.00	\$94.00
LDS	0.2	\$235.00	\$47.00
<b>Total Fees:</b>	<b>326.2</b>		<b>\$130,260.30</b>
Photocopies			\$24.00
Prof Service Fee Gwendolyn			\$8,875.00
Meals			\$64.47
Recording Fees			\$51.00
<b>Total Expenses:</b>			<b>\$9,014.47</b>
<b>Grand Total</b>			<b>\$139,274.77</b>

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

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

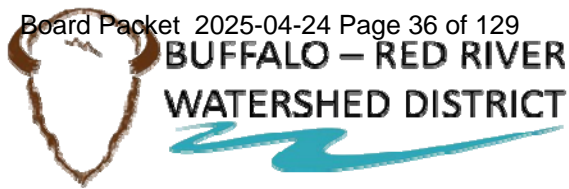
COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT  
BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

## Page 2 of 2

## PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 202187 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$39,089.60
151395-4	Public Finance Issues	\$332.80
151395-5	Consultant Contract Review/Development	\$1,326.80
151395-9	Environmental Permitting Issues/NEPA	
151395-12	USACE Interface/Questions	\$320.10
151395-13	Third Party Utility MOU's	\$28,196.80
151395-23	PRAM	\$663.80
151395-24	P3 Implementation	\$50,369.10
151395-26	Appraisal Review	\$1,971.00
151395-27	UMA/Utility Review	\$750.50
151395-29	Deed Restrictions	\$135.00
151395-30	Dispute Review Board Matters	\$7,104.80
<b>TOTAL</b>		<b>\$130,260.30</b>

\*exp only



1303 4th Ave NE  
Barnesville, MN 56514  
EIN#: 41-1311776

**Invoice # 1042****Bill To:**

Metro Flood Diversion Authority  
Attention: Director of Engineering  
4784 Amber Valley Parkway South, Suite 100  
Fargo, ND 58104

**City of Georgetown Flood Protection****Billing Period - Sept. 10, 2024 - Mar. 10, 2025**

Name	Description	Hours	Rate	Invoice #	Total Amount
Buffalo-Red River WD	Project Coordination: 09/08/2024-09/21/2024			342	\$ 113.25
Houston Engineering Inc.	Professional Services: 08/25/2024-09/28/2024			73152	\$ 39,696.55
Buffalo-Red River WD	Project Coordination: 09/22/2024-10/25/2024			343	\$ 20.06
Houston Engineering Inc.	Professional Services: 09/29/2024-10/26/2024			73540	\$ 18,772.50
Buffalo-Red River WD	Project Coordination: 10/16/2024-10/19/2024			344	\$ 80.23
Vogel Law Firm	Legal Fees - 10/18/2024			809546	\$ 1,054.50
Buffalo-Red River WD	Project Coordination: 10/20/2024-11/02/2024			345	\$ 60.17
Houston Engineering Inc.	Professional Services: 10/27/2024-11/23/2024			73955	\$ 15,422.75
Buffalo-Red River WD	Mailing Charges: 11/14/2024			346	\$ 9.40
Buffalo-Red River WD	Project Coordination: 11/03/2024-11/16/2024			347	\$ 120.35
Buffalo-Red River WD	Project Coordination: 11/17/2024-11/30/2024			348	\$ 40.12
Houston Engineering Inc.	Professional Services: 11/24/2024-12/28/2024			74452	\$ 8,608.60
Buffalo-Red River WD	Project Coordination: 12/01/2024-12/14/2024			349	\$ 160.46
Vogel Law Firm	Legal Fees - 12/23/2024			811924	\$ 684.00
Houston Engineering Inc.	Professional Services: 12/29/2024-01/25/2025			74755	\$ 3,095.25
Houston Engineering Inc.	Professional Services: 01/26/2025-02/22/2025			75171	\$ 24,718.50
Red River Title Services, Inc.	Owners Encumbrance Report - 03/07/2025			906363	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/07/2025			906364	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/07/2025			906365	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906366	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906367	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906368	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906369	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906370	\$ 200.00
Red River Title Services, Inc.	Owners Encumbrance Report - 03/10/2025			906371	\$ 200.00
					\$ -
	<b>Total Amount Due</b>				\$ 114,456.69
	Billed to date				\$ 562,314.94



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

April 3, 2025  
Invoice Number 4066682

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

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**For Legal Services Rendered Through March 31, 2025**

**INVOICE TOTAL**

Total For Current Legal Fees	\$101,382.00
Total For Current Disbursement and Service Charges	\$234.24
<b>Total Due This Invoice</b>	<b>\$101,616.24</b>

\* Please refer to last page for any unpaid invoices and a current statement of account.

**Payment Methods**

**ACH/Wire (Preferred Method)**

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

**Check**

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

**Online Options**

Contact our Billing team for first time access  
credentials at [onlinepayments@dorsey.com](mailto:onlinepayments@dorsey.com)

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

Please make reference to the invoice number – send remittance to [remittance@dorsey.com](mailto:remittance@dorsey.com)

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

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

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ [ARhelpdesk@dorsey.com](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



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

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April 10, 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	\$48,604.96
-----------------------	-------------

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

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

Sincerely,

Lori J. Johnson  
Clay County Auditor

Enclosures

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

## FM Diversion MCCJPA invoices

## Processed

Vendor	Invoice Date		Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Larkin Hoffman	3/6/25	prof svc thru 2/28/25	\$237.00	853540	3/13/25	3/19/25	124012	4/10/2025
Larkin Hoffman	3/6/25	prof svc thru 2/28/25	\$306.00	853541	3/13/25	3/19/25	124012	4/10/2025
Lake Region Electric Coop	3/6/25	svc 1019 100th ave	\$0.95		3/18/25	3/26/25	124129	4/10/2025
New Century Press	2/21/25	meeting notice	\$7.43	2025-533438	3/18/25	3/26/25	569152	4/10/2025
Red River Valley Coop	3/4/25	3348 180th ave s	\$66.05		3/18/25	3/26/25	569157	4/10/2025
Red River Valley Coop	3/4/25	13689 3rd st s	\$67.22		3/18/25	3/26/25	569157	4/10/2025
Red River Valley Coop	3/4/25	12909 3rd st s	\$167.38		3/18/25	3/26/25	569157	4/10/2025
SRF Consulting Group	2/28/25	prof svc thru 2/28/25	\$19,241.31	13820.00-53	3/23/25	3/26/25	569161	4/10/2025
Allen Law Office	7/19/24	mileage 7/18/24	\$36.18		3/25/25	4/2/25	124226	4/10/2025
Allen Law Office	7/19/24	prof svc 7/18/24	\$300.00		3/25/25	4/2/25	124226	4/10/2025
Ohnstad Twichell	3/13/25	general 2025	\$3,191.10	201716	3/23/25	4/2/25	569251	4/10/2025
Ohnstad Twichell	3/13/25	eminent domain wilkin	\$6,701.69	201715	3/23/25	4/2/25	569251	4/10/2025
Ohnstad Twichell	3/13/25	Upstream mitigation	\$18,267.04	201714	3/23/25	4/2/25	569251	4/10/2025
Forum Communications	3/31/25	Certified mail postage	\$8.18	10071378	4/3/25	4/9/25	569328	4/10/2025
New Century Press		meeting notice	\$7.43	2025-535911	4/3/25	4/9/25	569348	4/10/2025

Total MCCJPA reimbursement request 4/10/25

\$48,604.96



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

## INVOICE

Date	Invoice Number
04/16/2025	CI-140580

Payment Terms	Due Date
Net 30	05/16/2025

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.  
The Rates for Kelsy Kurfirst and Marissa Wade increased due to promotions that occurred mid March at Ankura  
therefore there will be two rates reflected.

<b>Net Amount:</b>	<b>47,042.00</b>
<b>Tax:</b>	
<b>Total Invoice Amount:</b>	<b>USD 47,042.00</b>

For any questions regarding billing, wire or ACH payments, please contact [accounting@ankura.com](mailto:accounting@ankura.com).

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



Project #: P-013258  
Invoice Date: 4/16/2025  
Invoice Number: CI-140580  
Professional Services Through: 3/31/2025  
Currency: USD

**Professional Services - Summary By Person**

Name	Title	Rate	Hours	Amount
Melissa Morea	Senior Managing Director	525.00	8.6	4,515.00
Kelsy Kurfirst	Senior Director	385.00	38.0	14,630.00
Kelsy Kurfirst	Director	350.00	47.0	16,450.00
Andrew Davis	Director	350.00	19.5	6,825.00
Marissa Wade	Senior Associate	300.00	14.1	4,230.00
Marissa Wade	Associate	280.00	1.4	392.00
<b>Total</b>			<b>128.6</b>	<b>47,042.00</b>



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

## INVOICE

Date	Invoice Number
03/20/2025	CI-138041

Payment Terms	Due Date
Net 30	04/19/2025

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

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

Professional Services rendered, see attached.
---

<b>Net Amount:</b>	<b>25,049.50</b>
<b>Tax:</b>	
<b>Total Invoice Amount:</b>	<b>USD 25,049.50</b>

For any questions regarding billing, wire or ACH payments, please contact [accounting@ankura.com](mailto:accounting@ankura.com).

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

Project #: P-013258  
Invoice Date: 3/20/2025  
Invoice Number: CI-138041  
Professional Services Through: 2/28/2025  
Currency: USD

**Professional Services - Summary By Person**

<b>Name</b>	<b>Title</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Melissa Morea	Senior Managing Director	525.00	6.5	3,412.50
Toshi Dezaki	Senior Managing Director	525.00	0.5	262.50
Justin Marsh	Managing Director	435.00	0.5	217.50
Andrew Davis	Director	350.00	3.0	1,050.00
Kelsy Kurfirst	Director	350.00	47.5	16,625.00
Miyah Shatz	Senior Associate	300.00	0.5	150.00
Marissa Wade	Associate	280.00	11.9	3,332.00
<b>Total</b>			<b>70.4</b>	<b>25,049.50</b>

1303 4th Ave NE  
Barnesville, MN 56514  
EIN#: 41-1311776

# Invoice # 1044

**Bill To:**

Metro Flood Diversion Authority  
Attention: Director of Engineering  
4784 Amber Valley Parkway South, Suite 100  
Fargo, ND 58104

## Oakport Coulee Wolverton Creek Survey

**Billing Period: July 28, 2024-March 29, 2025**

[illegible]



## Cass Rural Water Users District

BOX 98 • 131 MAPLE STREET  
KINDRED, NORTH DAKOTA 58051  
PHONE: 701-428-3139 • TOLL FREE: 800-922-2798  
FAX: 701-428-3130  
www.cassruralwater.com

**Tax ID# 45-0323383**  
**Reimbursement Request Invoice #6**  
**Memorandum of Understanding**  
**Diversion Channel and Associated Infrastructure**

<u>Line</u>	<u>Cost Item</u>	<u>Vendor</u>	<u>Amount</u>
1	Engineering Fees	AE2S	\$6,227.25
<del>2</del>	<del>Construction</del>	<del>Cass Rural Water District</del>	<del>\$4,847.00</del>
Total			<del>\$11,074.25</del>

**CASS RURAL WATER DISTRICT**  
**ENGINEERING FEES - PLAN REVIEW DIVERSION CHANNEL AND ASSOCIATED**  
**INFRASTRUCTURE - 2024**

<u>INVOICE</u> <u>DATE</u>	<u>Invoice</u> <u>Number</u>	<u>Amount</u>
7/23/2024	96485	\$1,552.50
8/27/2024	97257	\$2,757.75
9/24/2024	97806	\$426.00
10/22/2024	98535	\$1,011.75
11/19/2024	99074	\$479.25

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<b>TOTAL</b>	<b>\$6,227.25</b>
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**INVOICE: INV011732**

Date 04/02/2025  
 Invoice account 198

CITY OF FARGO  
 PO BOX 49  
 Fargo, ND

Description	Quantity	Unit price	Amount
FM DIVERSION MISC EXPENSE	1.00	3,860.06	3,860.06
FM DIVERSION PAYROLL EXPENSE	1.00	96,017.07	96,017.07

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
99,877.13	0.00	0.00	99,877.13	0.00	0.00	USD	99,877.13

Due date 05/02/2025

Please detach and send this copy with remittance.

**MAKE CHECK**

Invoice: **INV011732**

Name: CITY OF FARGO

**PAYABLE TO:**

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

Date: 04/02/2025

Account #: 198

**Total:** 99,877.13

**Due date** 05/02/2025



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

April 10, 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 \$1,274.00 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  
[wrld@casscountynynd.gov](mailto:wrld@casscountynynd.gov)  
[casscountynynd.gov](http://casscountynynd.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

April 3, 2025  
Invoice Number 4066681

Client-Matter No.: 491379-00006  
Employment advice

---

**For Legal Services Rendered Through March 31, 2025**

**INVOICE TOTAL**

Total For Current Legal Fees	\$1,071.00
<b>Total Due This Invoice</b>	<b>\$1,071.00</b>

\* Please refer to last page for any unpaid invoices and a current statement of account.

**Payment Methods**

**ACH/Wire (Preferred Method)**

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

**Check**

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

**Online Options**

Contact our Billing team for first time access  
credentials at [onlinepayments@dorsey.com](mailto:onlinepayments@dorsey.com)

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

Please make reference to the invoice number – send remittance to [remittance@dorsey.com](mailto:remittance@dorsey.com)

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

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

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ [ARhelpdesk@dorsey.com](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



# Diversion Board of Authority Meeting

April 24, 2025

**MOU and Agreement Actions for Consideration**

John Shockley

# MFDA MOUs & Agreements



MOU Parties	Project	MOU or Agreement Cost and Summary
James K. Danielson & MFDA	Ballast Removal within abandoned rail corridor	The purpose of this Temporary Construction Easement (TCE) between James K. Danielson and the Metro Flood Diversion Authority (Authority) is to allow the Authority and their contractor a temporary easement to access the Danielson property for the purpose of removing ballast within the abandoned rail corridor in/near Horace, ND. The removal and remediation of the ballast material was an environmental commitment included within the Purchase Agreement with BNSF.
Rush River WRD & MFDA	SWDCAI	The purpose of this Second Amendment to the Memorandum of Understanding (MOU) between the RRWRD and MFDA further defines the roles and responsibilities of the Metro Flood Diversion Authority and the Rush River Water Resource District for District facilities that are impacted by the Comprehensive Project. In particular, the MOU amendment covers drain transitions for Drain 2 (Lower Rush River), Drain 12 (Rush River), and Drain 30 and discusses maintenance of remnant drains. The District is responsible for designing and constructing the drain transitions, and the Authority is responsible for reimbursing the District for its work, as well as considering requests from the District for maintenance funds for remnant drains in the event of a deficiency.

## **TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by James K. Danielson, a single person, whose post office address is 287 Liberty Land, Horace, North Dakota 58047 (“Grantor”); and the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway S. Suite 100, Fargo, North Dakota 58104 (“Grantee”).

### **RECITALS**

A. The United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Authority, consisting of its member entities of the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the Cass County Joint Water Resource District (the “Member Entities”), entered into a Project Partnership Agreement on July 11, 2016, and amended on March 19, 2019, for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, commonly referred to as the Fargo-Moorhead Area Diversion Project (the “Comprehensive Project”);

B. Grantor owns certain real property that the Grantee must use for the purposes of maintaining the Comprehensive Project, including removing ballast and environmental remediation on Grantor’s property as described below and another adjacent parcel known as OIN 7247 owned by Grantee.

C. Grantor also owns another parcel of real property as described below which Grantor has agreed to Grantee may access and use for the storage and disposal of material as a result of the ballast removal and environmental remediation for the Comprehensive Project.

D. Grantor agrees to convey a Temporary Construction Easement to Grantee in, on, upon, under, over, across and through the property described below for purposes of the Comprehensive Project, all subject to the terms and conditions contained in this Easement.

In consideration of \$1.00, the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

## AGREEMENT

1. **The Remediation Property.** Grantor grants and conveys to Grantee a temporary easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

**See legal description in Exhibit “A”**

(the “Remediation Property.”)

2. **The Disposal Property.** Grantor grants and conveys to Grantee a temporary easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

**See legal description in Exhibit “B”**

(the “Disposal Property.”)

3. **The Temporary Easement Property.** The Remediation Property and the Disposal Property shall be collectively referred to in this Easement as the “**Temporary Easement Property.**”

4. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, this temporary easement upon, over, in, under, across, and through the Temporary Easement Property for purposes of removing ballast material and other incidental materials from the Remediation Property as well as conducting environmental remediation activities upon, over, in, under, across, and through the Remediation Property, and for purposes of disposing of screened ballast material on the Disposal Property (the “Project”), including rights of ingress, egress, inspecting, excavating, piling, storing, removing, screening and disposing of excavated materials and placing soil to restore the prior existing grade and establishing vegetation on the Remediation Property; rights of ingress, egress, and disposing of screened ballast material on the Disposal Property; moving, storing, removing Grantee’s equipment, materials, and supplies on the Temporary Easement Property; and the right to perform any other work necessary and incident to the Project. Grantee is not responsible for pre-existing environmental contamination or liabilities on the Temporary Easement Property.

5. **Term.** Grantee’s rights under this reserved Easement, and all the rights, privileges, and easements granted in this Easement, will commence on the signing of this document and will continue until December 31, 2025, or until Grantee completes the Comprehensive Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the



Temporary Easement Property. The Parties acknowledge that any screened ballast material removed from the Remediation Property for the purpose of environmental remediation activities may be disposed of by Grantee on the Disposal Property, and that at the end of the Term, Grantor shall be solely responsible and liable for such material and Grantee shall not be held liable for the manner of disposal, condition, or suitability of such material or any other matters related to such material.

6. **Structures and Personal Property.** Unless otherwise agreed by the parties, Grantor will remove any buildings, structures, personal property, or other items left on the Remediation Property on or before April 1, 2025 which would interfere with Grantee's rights under this Easement. Any buildings, structures, personal property, or other items remaining on the Remediation Property after April 1, 2025 which interfere with Grantee's rights under this Easement, will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any buildings, structures, personal property, or other items from the Temporary Easement Property, at its sole discretion and at its sole cost.

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

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

9. **Grantor's Use of the Temporary Easement Property.** Grantor has the right and privilege to use the Temporary Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Temporary Easement Property in any manner that disrupts or interferes with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Comprehensive Project. Grantor will promptly cease any activities and

remove any structures or obstructions that interfere with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Comprehensive Project, when directed by Grantee, at Grantor's sole cost. Grantor will repair or replace any of Grantee's structures, facilities, right of way, or any other property owned by Grantee damaged by Grantor or as a result of Grantor's use of the Temporary Easement Property, at Grantor's sole cost.

10. **Waiver and Release.** The Parties acknowledge that a portion of the Remediation Property consists of abandoned railroad rights of way, has been used for industrial or commercial purposes, and that there are, or may be, environmental impacts, including but not limited to the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Remediation Property (collectively, the "Condition of the Property"). Grantor assumes the risk that Hazardous Substances or other adverse matters may affect the Remediation Property and the Disposal Property and hereby waives, releases, holds harmless, and discharges forever Grantee, Grantee's Member Entities, officers, directors, employees, and agents (collectively, "Indemnitees") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs, and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal, or other handling of any Hazardous Substances in, on or under the Temporary Easement Property. Losses shall include without limitation (i) the cost of any investigation, removal, remedial, restoration, or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) capital expenditures necessary to cause Grantor's remaining property or the operations of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (iii) Losses for or related to injury or death of any person, (iv) Losses for or related to injury or damage to animal or plant life, natural resources, or the environment, and (v) Losses arising under any Environmental Law enacted after transfer. The rights of Grantee under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled to. The term "Environmental Law" means any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

GRANTOR SHALL RELEASE AND HOLD HARMLESS, GRANTEE FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, CAUSE OF ACTIONS, PENALTIES, FINES, DEMANDS, AND EXPENSES DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (I) ANY INSPECTION, CLEANUP, OR REMEDIAL ACTION ON OR RELATED TO THE TEMPORARY EASEMENT PROPERTY; (II) ENVIRONMENTAL CONDITIONS OR CONTAMINATION IDENTIFIED OR (III) ANY OTHER ENVIRONMENTAL MATTERS OR CONTAMINATION IN EXISTENCE ON THE TEMPORARY EASEMENT PROPERTY AT THE END OF THE TERM OF THIS EASEMENT.

11. **Encumbrances.** Grantor will not encumber the Temporary Easement Property or enroll the Temporary Easement Property in any federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Comprehensive Project. Grantor may mortgage the Temporary Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as such mortgage is subordinated to this Easement. If Grantor rents or leases the Temporary Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee.

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

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

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

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

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by both Grantor and Grantee.



*Metro Flood Diversion Authority*

*Temporary Construction Easement – Danielson*

*Horace Railroad - Arrowwood*

*OIN 7247 - Parcel: 15000012900030; 15000012900050; 01047000131000*

Page 6

17. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' successors and assigns.

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

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

*(Signatures appear on following pages.)*

*Metro Flood Diversion Authority*

*Temporary Construction Easement – Danielson*

*Horace Railroad - Arrowwood*

*OIN 7247 - Parcel: 15000012900030; 15000012900050; 01047000131000*

Page 7

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

GRANTOR

\_\_\_\_\_  
James K. Danielson

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, in and for said County and State, personally appeared James K. Danielson, a single person, known to me to be the person that is described in, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public,  
My Commission Expires: \_\_\_\_\_

(SEAL)

The legal descriptions contained in this document were obtained from a previously recorded instrument.

**EXHIBIT "A"**

**(LEGAL DESCRIPTION OF REMEDIATION PROPERTY)**

All that part of the Burlington Northern Santa Fe (BNSF) Railway's 100 foot wide right of way, lying in the North Half of the Southeast Quarter (N1/2SE1/4) of Section 19, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

BEGINNING at the iron monument marking the southwest corner of the Plat of Arrowwood Second Addition, said plat on file at the Office of the County Recorder in and for said County and State; thence southwesterly, on and along the southeasterly right of way line of the said BNSF Railway, on a 2907.70 foot radius curve, concave to the northwest, said curve having a central angle of  $34^{\circ}27'22''$ , and arc length of 1748.61 feet, a chord bearing of South  $45^{\circ}26'16''$  West, and a chord distance of 1722.38 feet to its intersection with the south line of the said North Half of the Southeast Quarter; thence North  $89^{\circ}10'37''$  West, on and along the south line of the said North Half of the Southeast Quarter, a distance of 109.41 feet to its intersection with the centerline of the said BNSF Railway; thence northeasterly, on and along the centerline of the said BNSF Railway, on a 2857.70 foot radius curve, concave to the northwest, said curve having a central angle of  $36^{\circ}23'26''$ , an arc length of 1815.02 feet, a chord bearing of North  $46^{\circ}24'18''$  East, and a chord distance of 1784.67 feet to its intersection with a line that bears North  $61^{\circ}47'25''$  West, radial to the last described arc, from the point of beginning; thence South  $61^{\circ}47'25''$  East, radial to the last described arc, a distance of 50.00 feet to the point of beginning.

The above described tract contains 2.04 acres, more or less, and is subject to easements, reservations, restrictions, and rights of way of record, if any.

**EXHIBIT “B”**

**(LEGAL DESCRIPTION OF DISPOSAL PROPERTY)**

All of Lot Thirteen; the East 3 feet of Lot Twelve, in Block One, of E.G. Clapp First Addition to City of Fargo, Cass County, North Dakota, more particularly described as follows: Beginning at the Northeast corner of Lot Twelve, Block One, of said Addition; thence South  $89^{\circ}05'20''$  West along the North line of said Lot Twelve for a distance of 3.69 feet; thence South  $34^{\circ}39'12''$  West parallel to the East line of said Lot Twelve for a distance of 554.50 feet to a point on the South line of said Lot Twelve; thence South  $55^{\circ}20'48''$  East along the South line of said Lot Twelve, Block One, of said Addition for a distance of 3 feet to the Southeast corner of said Lot Twelve; thence North  $34^{\circ}39'12''$  East along the East line of said Lot Twelve for a distance of 556.65 feet to the point of beginning; AND a part of Lot Fourteen, Block One, E.G. Clapp First Addition legally described as follows, to-wit: Beginning at the Southwest corner of Lot Fourteen, said point being the point of beginning; thence easterly along the South line of Lot Fourteen, a distance of 20 feet; thence in a Northwesterly direction to a point on the West property line of Lot Fourteen, which is 100 feet distant from the point of beginning, thence South along the West property line to the point of beginning.

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**SECOND AMENDMENT TO DISTRICT  
MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN  
METRO FLOOD DIVERSION AUTHORITY  
AND  
RUSH RIVER WATER RESOURCE DISTRICT**

**Dated as of April 24, 2025**

**Relating to:**

**A Second Amendment to the Memorandum of Understanding outlining respective roles and responsibilities for the design, construction, and relocation of facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.**

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EXHIBIT D – DRAIN 2 REVISED DATA SHEET

## **SECOND AMENDMENT TO DISTRICT MEMORANDUM OF UNDERSTANDING**

**THIS SECOND AMENDMENT TO DISTRICT MEMORANDUM OF UNDERSTANDING** (the “Second Amendment”) is made and entered into this 24th day of April, 2025 (the “Effective Date”), by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the RUSH RIVER WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (the “District”).

**WHEREAS**, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”) at 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 is the local sponsor responsible for delivering the Comprehensive Project; and

**WHEREAS**, on December 17, 2020, the Authority, the District, the Southeast Cass Water Resource District, the Maple River Water Resource District, the North Cass Water Resource District, and the Cass County Joint Water Resource District entered into a Memorandum of Understanding (the “Master MOU”), outlining the respective roles and responsibilities of all of the parties for the SWDCAI of the Comprehensive Project; and

**WHEREAS**, on January 27, 2022, the Authority and the District entered into a Memorandum of Understanding (the “District MOU”) to further outline the roles and responsibilities as between the Authority and the District for the SWDCAI; and

**WHEREAS**, on January 26, 2023, the Authority and the District entered into a First Amendment to District Memorandum of Understanding (the “First Amendment”) to supplement the terms of the District MOU; and

**WHEREAS**, the Authority and the District now desire to enter into this Second Amendment to include additional roles and responsibilities of the Parties for the work associated with the SWDCAI.

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

### **ARTICLE I. DEFINITIONS AND INTERPRETATION**

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



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

**“Authority Representative”** means the individual identified in Section 8.06.

**“Business Day”** means any day that is not a Saturday, a Sunday, or a federal public holiday.

**“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 Supplement 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.

**“Data Sheets”** means the River Inlet and Drain Inlet Data Sheets attached to the Master MOU as exhibit C.

**“Developer”** means Red River Valley Alliance, LLC, a limited liability company formed under the laws of the State of Delaware that entered the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this Second Amendment include references to other entities engaged by the Developer to complete such work.

**“District”** means the Rush River Water Resource District, a political subdivision of the State of North Dakota.

**“District MOU”** means the Memorandum of Understanding by and between the Metro Flood Diversion Authority and Rush River Water Resource District, dated as of January 27, 2022, further defining roles and responsibilities for the SWDCAI.

**“District Representative”** means the individual identified in Section 8.06.

**“Drain 2 Inlet Interface”** means the interface constructed at the upstream boundary of the Project Limits by the Authority/Developer, as shown in Exhibit C, in accordance with the design data and physical channel characteristics specified in the Revised Data Sheet, between the Drain 2 Inlet Transition and the SWDCAI through which waters of Drain 2 will flow into the SWDCAI.

**“Drain 2 Inlet Transition”** means the structure which will allow existing Drain 2 to transition into the Drain 2 Inlet Interface near the Project Limits as shown in Exhibit C.

**“Drain 12 Inlet Interface”** means the interface constructed at the upstream boundary of the Project Limits by the Authority/Developer, as shown in Exhibit B, in accordance with the design data and physical channel characteristics specified in the Data Sheet, between the Drain 12 Inlet Transition and the SWDCAI through which waters of Drain 12 will flow into the SWDCAI.

**“Drain 12 Inlet Transition”** means the structure which will allow existing Drain 12 to transition into the Drain 12 Inlet Interface near the Project Limits as shown in Exhibit B.

**“Drain 30 Inlet Interface”** means the interface constructed at the upstream boundary of the Project Limits by the Authority/Developer, as shown in Exhibit A, in accordance with the design data and physical channel characteristics specified in the Data Sheet, between the Drain 30 Inlet Transition and the SWDCAI through which waters of Drain 30 will flow into the SWDCAI.

**“Drain 30 Inlet Transition”** means the structure which will allow Drain 30 to transition into the Drain 30 Inlet Interface near the Project Limits as shown in Exhibit A.

**“Effective Date”** means the date on which both Parties have executed this Second Amendment.

**“First Amendment”** means the First Amendment to District Memorandum of Understanding by and between the Authority and the District, dated January 23, 2023.

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

**“Legal Assessment Drain”** means any “project” as defined under Chapter 61-16.1 of the North Dakota Century Code, financed in whole or in part by special assessments, including natural watercourses opened, or proposed to be opened, and improved by drainage and any artificial drains of any nature or description constructed for that purpose, including dikes and appurtenance works, which are financed in whole or in part by special assessments.

**“Master MOU”** means the Memorandum of Understanding by and between the Metro Flood Diversion Authority, Southeast Cass Water Resource District, Maple River Water Resource District, Rush River Water Resource District, North Cass Water Resource District, and Cass County Joint Water Resource District, dated December 17, 2020, defining roles and responsibilities for the SWDCAI.

**“Party”** means the Authority or the District, as the context may require, and its respective legal representatives, successors, and permitted assigns.

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

**“Project Limits”** means the permanent property interests for the SWDCAI.

**“Revised Data Sheet”** means the revised River Inlet and Drain Inlet Data Sheet for Drain 2, as shown on the attached Exhibit D.

**“Storm Water Diversion Channel and Associated Infrastructure”** or **“SWDCAI”** means the approximately 30-mile, 20,000 cubic feet per second (cfs) channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, and aqueducts, to be constructed as part of the Comprehensive Project.

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

**Section 1.02** TERMS GENERALLY. The definition of terms in this Second Amendment will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document in the Second Amendment will be construed as referring to the agreement, instrument, or other document as amended, supplemented, or otherwise modified (subject to any restrictions on amendments, supplements, or modifications in the Second Amendment); (b) any reference in the Second Amendment to any person will be construed to include the Person’s successors and assigns; (c) all references in the Second Amendment to articles, sections, exhibits, and schedules will be construed to refer to articles and sections of, and exhibits and schedules to, this Second Amendment; and (d) the words “asset” and “property” will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

## **ARTICLE II. MASTER MOU AND DISTRICT MOU**

**Section 2.01** INCORPORATION. The District, as well as other local water resource districts, entered into the Master MOU with the Authority for work that will be completed by the Developer. The District and the Authority additionally entered into the District MOU, supplemented by the First Amendment, to further define the roles and responsibilities as between the District and the Authority for the SWDCAI. This Second Amendment expressly incorporates all provisions of the Master MOU and the District MOU, as supplemented by the First Amendment, and is intended to supplement those agreements. In the event this Second Amendment conflicts with any term or condition of the Master MOU or the District MOU, as supplemented by the First Amendment, this Second Amendment will control.

## **ARTICLE III. DRAIN 30 INLET TRANSITION**

**Section 3.01** DRAIN 30 INLET TRANSITION. The District will be responsible for designing and constructing the Drain 30 Inlet Transition. The Parties anticipate the District will construct the Drain 30 Inlet Transition within the current footprint of Drain 30 and on OIN 543X, property not owned by the Authority as of the Effective Date. The District is responsible for

property acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The District is additionally responsible for identifying and coordinating any utility relocations that may be necessary as a result of construction of the Drain 30 Inlet Transition. The District will submit designs for the Drain 30 Inlet Transition, along with utility relocation information, to the Authority for review and comment. The Authority will return comments to the District on a design and utility relocations within fourteen (14) calendar days of receipt. The Authority will reimburse the District for costs and expenses incurred for acquiring the property rights, for permitting, for utility relocations, and for designing and constructing the Drain 30 Inlet Transition.

**Section 3.02** FUTURE DRAIN 30 EXPANSION. The District expects an expansion of Drain 30 may be necessary in the future. The District will be responsible for constructing any expansion and for any property acquisition required for such an expansion. In the event the Authority owns property that is required for the expansion, the District may seek to purchase a property interest from the Authority but with the understanding that the Authority must follow its excess lands policy before any sale of a property interest to the District could occur and another purchaser may have priority over the District to purchase the property interest. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Parties agree and acknowledge that a Section 408 permit, or a like successor permit, may be necessary from USACE for work within the Project Limits, and the Parties will work together in good faith to acquire such a permit if necessary.

#### **ARTICLE IV. DRAIN 12 INLET TRANSITION**

**Section 4.01** DRAIN 12 INLET TRANSITION. The District will be responsible for designing and constructing the Drain 12 Inlet Transition. The Parties anticipate the District will construct the Drain 12 Inlet Transition within the current footprint of Drain 12, including construction expanding to approximately two hundred (200) feet west of 167th Avenue South, and on OINs 510Y and 511Y which are currently owned by the Authority. In the event the Drain 12 Inlet Transition will be constructed elsewhere, the District is responsible for land acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The District is additionally responsible for identifying and coordinating any utility relocations that may be necessary as a result of construction of the Drain 12 Inlet Transition. The District will submit designs for the Drain 12 Inlet Transition, along with utility relocation information, to the Authority for review and comment. The Authority will return comments to the District on a design and utility relocations within fourteen (14) calendar days of receipt and will transfer ownership of the footprint of the Drain 12 Inlet Transition on OINs 510Y and 511Y to the District following approval of the design of the Drain 12 Inlet Transition by the Authority. The Authority will reimburse the District for costs and expenses incurred for acquiring any property interests, for permitting, for utility relocations, and for designing and constructing the Drain 12 Inlet Transition.

**Section 4.02** FUTURE DRAIN 12 EXPANSION. The District expects an expansion of Drain 12 may be necessary in the future. The District will be responsible for constructing any expansion

and for any property acquisition required for such an expansion. In the event the Authority owns property that is required for the expansion, the District may seek to purchase a property interest from the Authority but with the understanding that the Authority must follow its excess lands policy before any sale of a property interest to the District could occur and another purchaser may have priority over the District to purchase the property interest. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Parties agree and acknowledge that a Section 408 permit, or a like successor permit, may be necessary from USACE for work within the Project Limits, and the Parties will work together in good faith to acquire such a permit if necessary.

## **ARTICLE V. DRAIN 2 INLET TRANSITION**

### **Section 5.01     DRAIN 2 INLET TRANSITION.**

(a)     The District will be responsible for designing and constructing the Drain 2 Inlet Transition. The Parties anticipate that the Drain 2 Inlet Transition will be constructed between slightly upstream of the Drain 2 crossing of 105th Street North and the Drain 2 Inlet Interface, potentially on portions of OINs 897Y, 897N, 898N1, 895N, and 2381N depending on the design, property owned by the Authority. In the event the Drain 2 Inlet Transition will be constructed elsewhere, the District is responsible for land acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The District is additionally responsible for identifying and coordinating any utility relocations that may be necessary as a result of construction of the Drain 2 Inlet Transition. The Drain 2 Inlet Transition will include a reconstruction of Drain 2 and of a low water crossing under 105th Street North, which the District will design and construct to be of equal service and utility as that existing on the Effective Date. The Authority will enter into an access agreement with the District on OINs 897Y, 897N, 898N, 895N, and 2381N to construct and maintain the Drain 2 Inlet Transition. Prior to accessing any parcels owned by the Authority, the District will also notify the Developer.

(b)     The District will submit designs for the Drain 2 Inlet Transition, along with utility relocation information, to the Authority for review and comment. The Authority will return comments to the District on a design and utility relocations within fourteen (14) calendar days of receipt. The Authority will transfer ownership of the Drain 2 Inlet Transition on the affected portions of OINs 897Y, 897N, 898N1, 895N, and 2381N to the District following approval of the design of the Drain 2 Inlet Transition by the Authority. The Authority will reimburse the District for costs and expenses incurred for acquiring the property rights, for permitting, for utility relocations, and for designing and constructing the Drain 2 Inlet Transition, including those incurred as a result of the above-described reconstruction and low water crossing.

**Section 5.02     FUTURE DRAIN 2 EXPANSION.** The District expects an expansion of Drain 2 may be necessary in the future. The District will be responsible for constructing any expansion and for any property acquisition required for such an expansion. In the event the Authority owns property that is required for the expansion, the District may seek to purchase a property interest from the Authority but with the understanding that the Authority must follow its excess lands policy before any sale of a property interest to the District could occur and another purchaser may

have priority over the District to purchase the property interest. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Parties agree and acknowledge that a Section 408 permit, or a like successor permit, may be necessary from USACE for work within the Project Limits, and the Parties will work together in good faith to acquire such a permit if necessary.

## **ARTICLE VI. DRAIN MAINTENANCE**

**Section 6.01** REMNANTS. The District will be responsible for operating and maintaining all portions of Drains 2, 12, 29, and 30 that remain Legal Assessment Drains following the completion of work for the SWDCAI. The impacts to Drains 2, 12, 29, and 30 resulting from SWDCAI construction will necessitate reassessment and reduction of their corresponding assessment districts. Following the reassessment and reduction of the assessment districts, the District may need additional funds for maintenance expenses. To the extent the corresponding assessment district for Drain 2, 12, 29, or 30 does not generate sufficient funds for necessary maintenance of its respective Legal Assessment Drain, the District may submit a request to the Authority for the Authority to contribute funds to eliminate the shortfall between the amount generated by the assessment district and the amount of the necessary maintenance. The Authority will not unreasonably withhold approval of the request.

## **ARTICLE VII. TERM AND TERMINATION**

**Section 7.01** TERM. The term of this Second Amendment will be coterminous with the District MOU, and this Second Amendment will terminate upon the termination of the District MOU.

## **ARTICLE VIII. MISCELLANEOUS**

**Section 8.01** COMPLETE AGREEMENT. Except as otherwise expressly set forth herein, the Master MOU, the District MOU, the First Amendment, and this Second Amendment contain the entire and exclusive understanding of the Parties with respect to the subject matter contained therein and supersede all prior written or oral agreements, undertakings, statements, representations, and negotiations between the Parties.

**Section 8.02** COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Section 8.03** AMENDMENTS. This Second Amendment may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Second Amendment.

**Section 8.04** SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Second Amendment is intended to be severable. If any provision,

section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this Second Amendment.

**Section 8.05** FORCE MAJEURE. No Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or act of terrorism. If any circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party.

**Section 8.06** AUTHORIZED REPRESENTATIVES. The Authority and the District designate the following as their initial authorized representatives, respectively, to administer this Second Amendment:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) District Representative: Melissa Hinkemeyer, Secretary

**Section 8.07** NOTICE.

(a) All notices under this Second Amendment will be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses.

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

Metro Flood Diversion Authority  
4784 Amber Valley Parkway South, Suite 100  
Fargo, North Dakota 58104

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

Rush River Water Resource District  
1201 Main Avenue West  
West Fargo, North Dakota 58078

(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, all notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

**Section 8.08** GOVERNING LAW. This Second Amendment will be governed and construed in accordance with North Dakota law.

**Section 8.09** ELECTRONIC SIGNATURES. The Parties agree that the electronic signature of a Party to this Second Amendment shall be valid as an original signature of such Party to this Second Amendment.

**IN WITNESS WHEREOF**, the Authority and the District caused this Second Amendment to be executed.

*(Remainder of page intentionally left blank.)*



*Signature Page for the Metro Flood Diversion Authority*

The governing body of the Metro Flood Diversion Authority approved this Second Amendment on the 24th day of April, 2025.

METRO FLOOD DIVERSION  
AUTHORITY

By: \_\_\_\_\_  
Tony Grindberg, Chair

By: \_\_\_\_\_  
Jason Benson, Executive Director

ATTEST:

\_\_\_\_\_  
Dawn Lindblom, Secretary

*Signature Page for the Rush River Water Resource District*

The governing body of the Rush River Water Resource District approved this Second Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2025.

RUSH RIVER WATER RESOURCE  
DISTRICT

By: \_\_\_\_\_  
Bill Hejl, Chair

ATTEST:

\_\_\_\_\_  
Melissa Hinkemeyer, Secretary

## Exhibit A

### PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 30

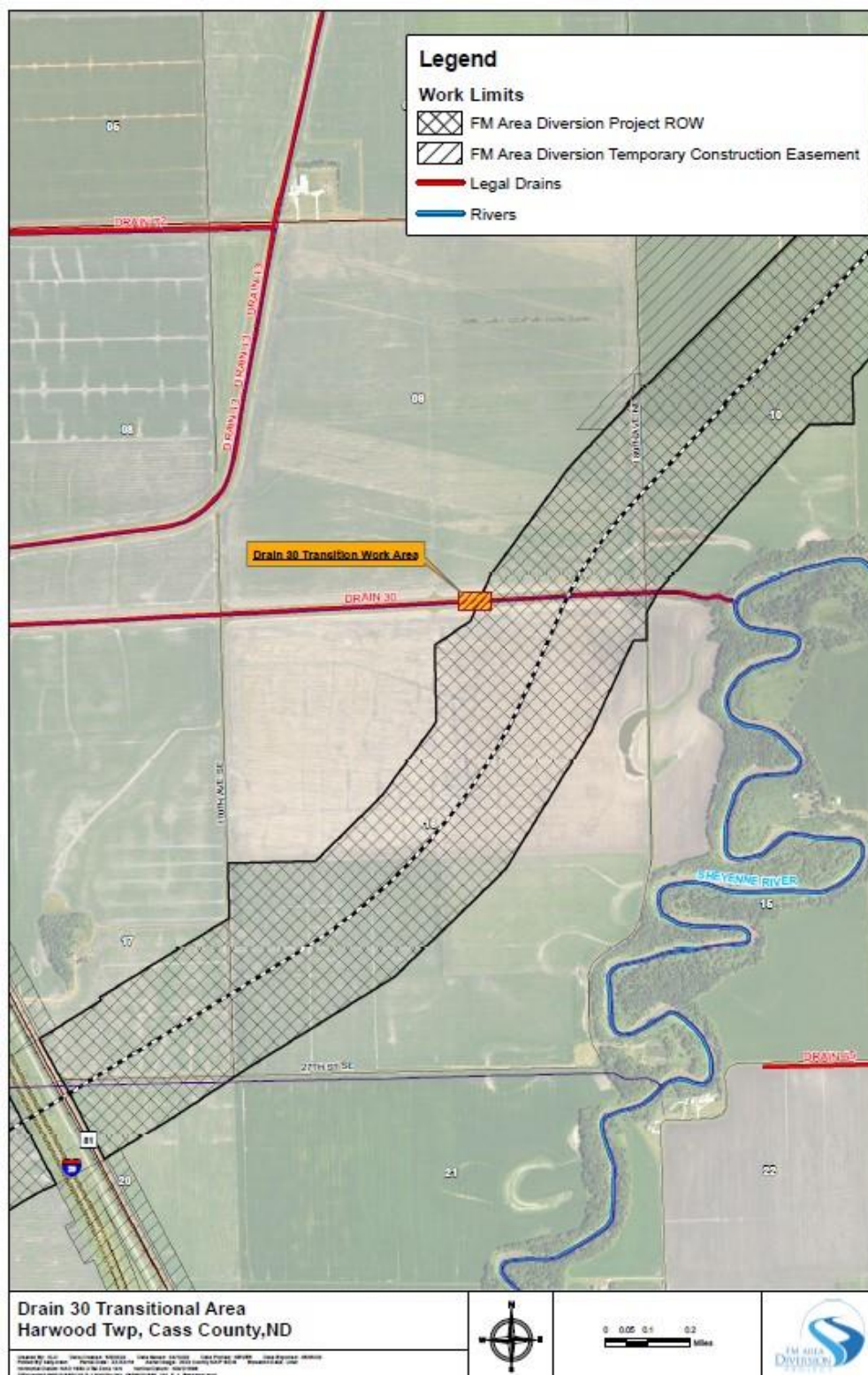


Exhibit B

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 12

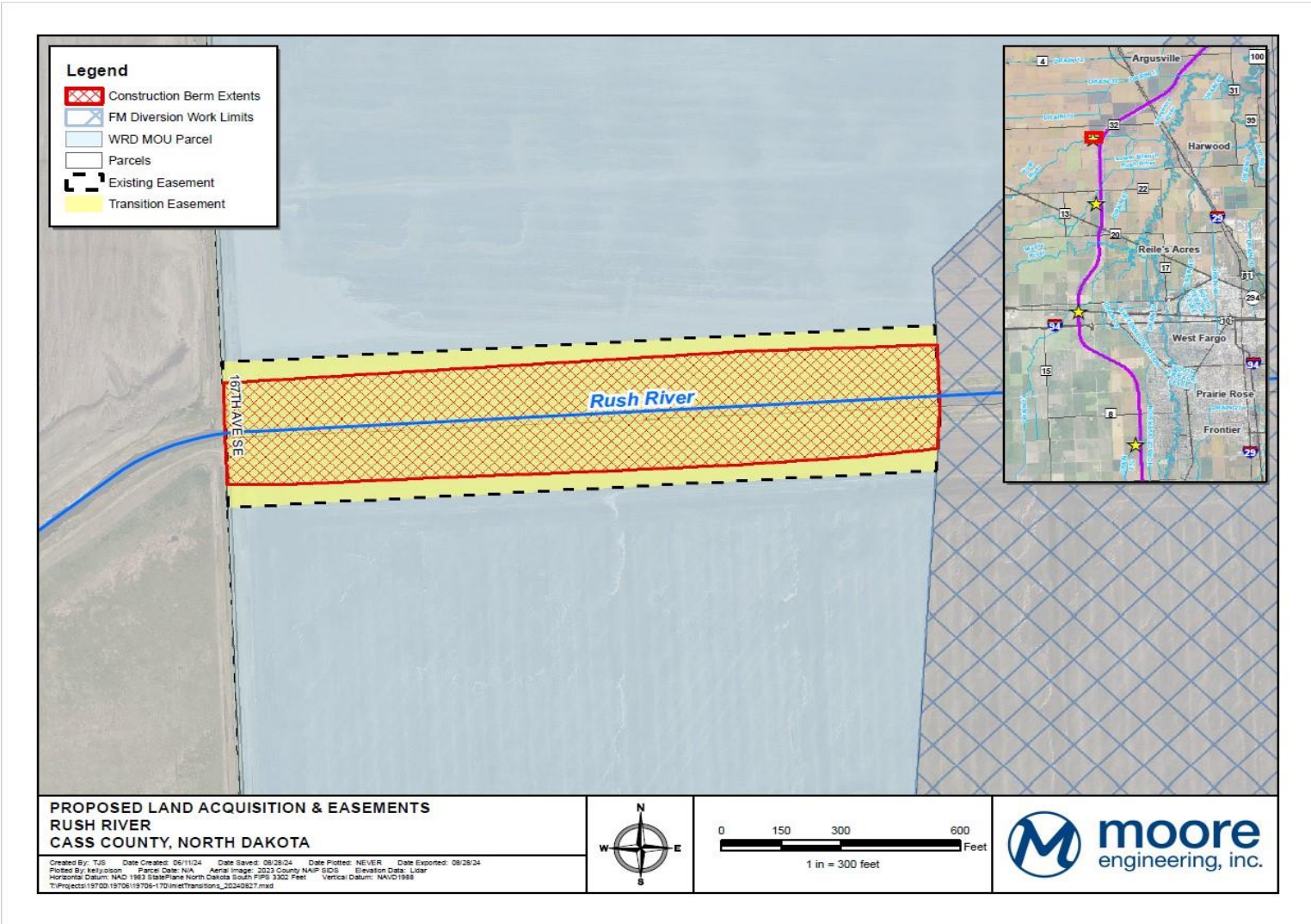
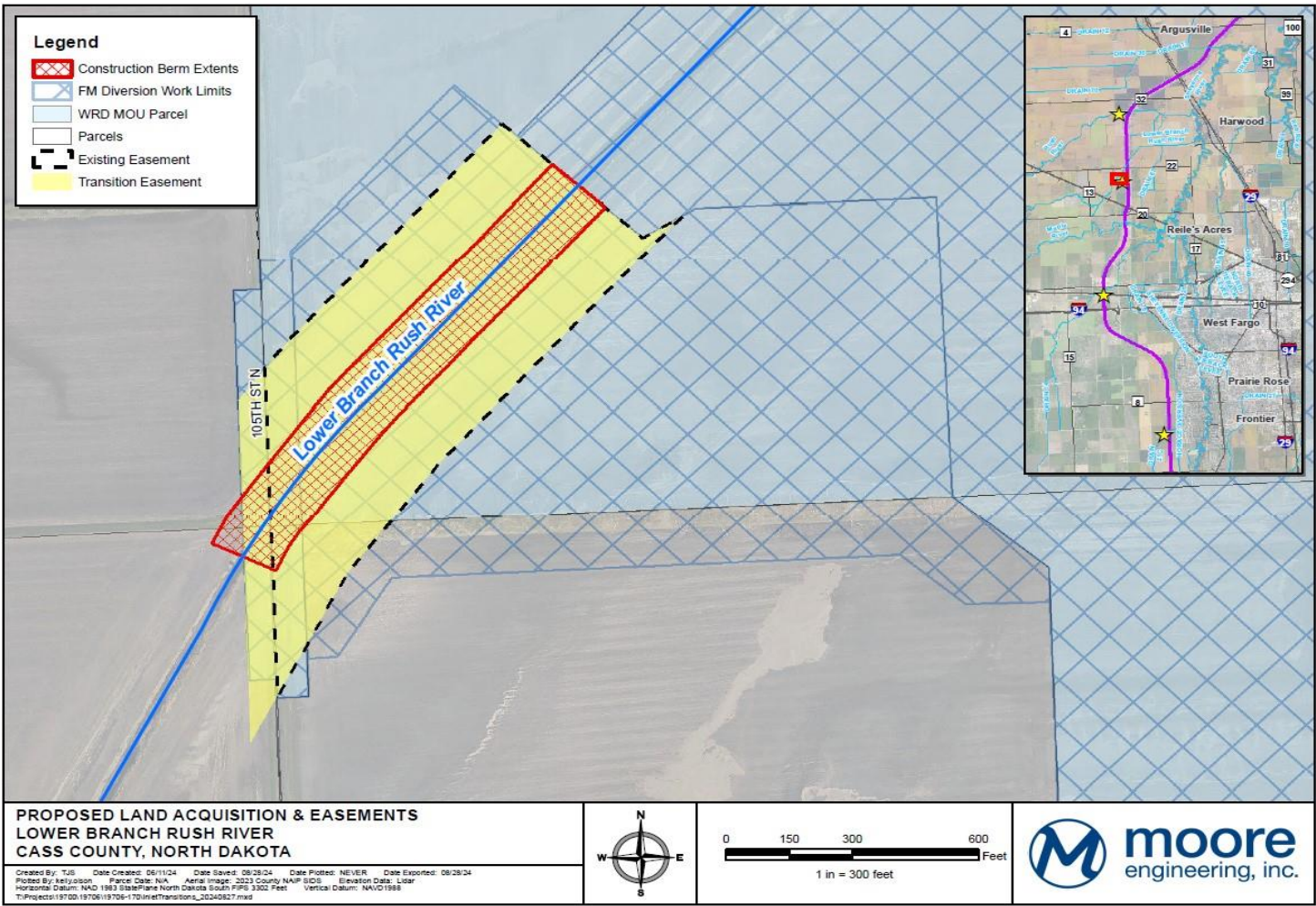




Exhibit C

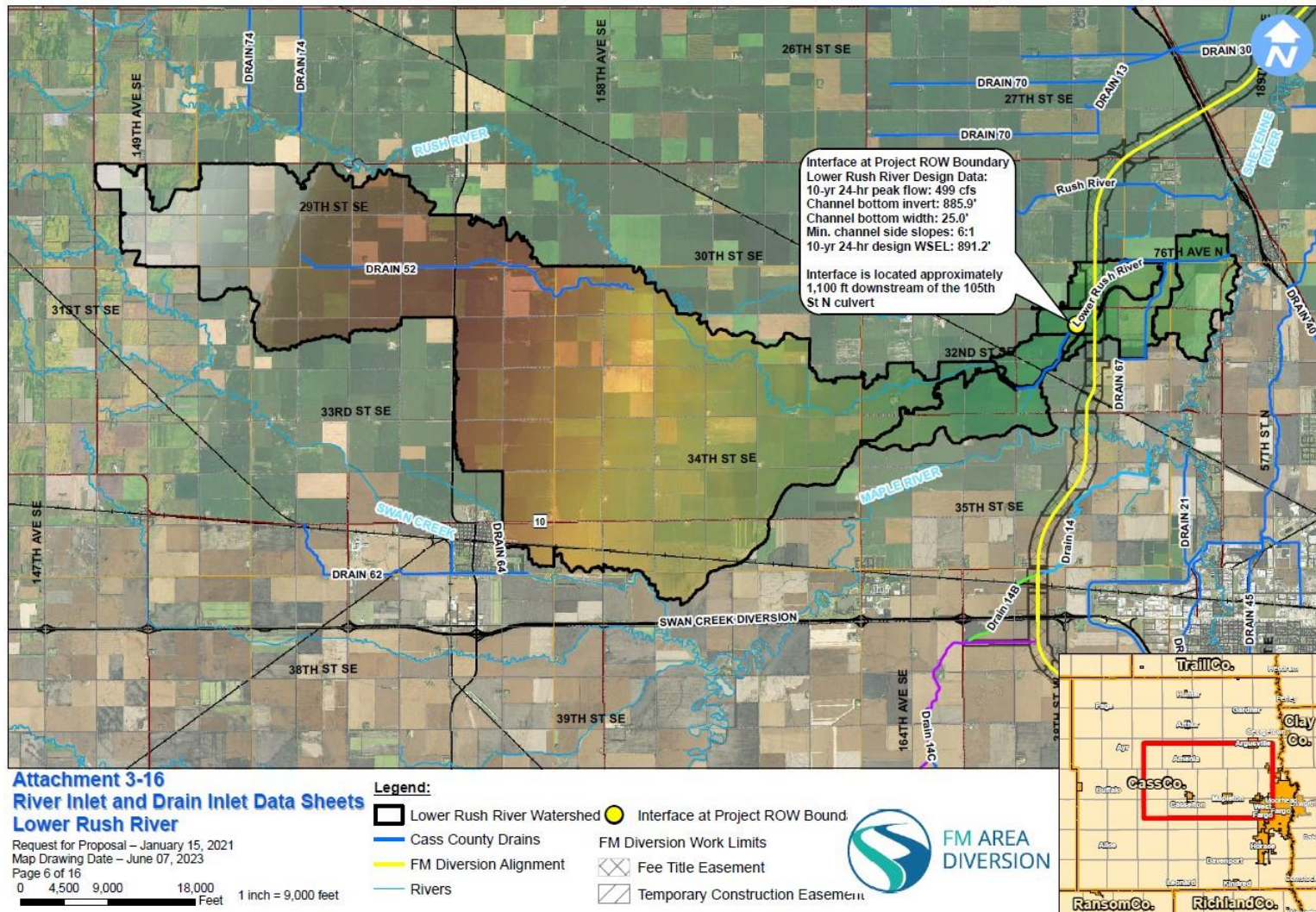
PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 2





## Exhibit D

## DRAIN 2 REVISED DATA SHEET







# Diversion Board of Authority Meeting

April 24, 2025

**Contracting Actions**

# DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
Task Order 23, Amendment 0 – Upstream Mitigation Area Zone 1 – Electrical Work – This work replaces an overhead electric line with 3-phase buried electric line in the Upstream Mitigation Area (UMA) Zone 1 along 173 <sup>rd</sup> Avenue and 51 <sup>st</sup> Street.	Cass County Electric Coop, Inc.	\$506,400.35



# Executive Director

## Contracting Recommendation



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

<b>Cass County Electric Cooperative, Inc</b> <b>TO23 Amendment 0</b> <b>Upstream Mitigation Area Zone 1 – Electrical work</b>	<b>\$506,400.35</b>
<ul style="list-style-type: none"> <li>• Replace an overhead electric line with 3-miles buried electric line in Upstream Mitigation Area (UMA) Zone 1 along 173<sup>rd</sup> Avenue and 51<sup>st</sup> Street.</li> </ul>	

### 1 Recommendation for action:

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

### 2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016, and amended December 16, 2021, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to 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

Cass County Electric work in the Upstream Mitigation Area Zone 1 includes the following:

- **Subtask 01** - Install two miles of underground three-phase distribution line to replace the overhead line going through the sections 22 and 27 in Township 137N Range 49W (along 173<sup>rd</sup> Ave SE from 51<sup>st</sup> Street to 53rd Street). Easements have been obtained for the work.
- **Subtask 02** – Retire two miles of overhead three-phase distribution line going through sections 22 and 27 in Township 137N Range 49W. A new underground line will replace this line.
- **Subtask 03** – Bury 1.25 miles of underground three-phase distribution line going through sections 15 and 16 in Township 137N Range 49W. the new underground line will replace the existing OH line currently in service.

### 4 Background and discussion

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

In accordance with Section 2.01 of the Mater Utility Relocation Agreement between the Metro Flood Diversion Authority (the “Authority”) and Cass County Electric, Inc (“Utility”) dated May 27, 2021 (the “Agreement”), the Authority and the Utility agree to the above services.

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

**Table 1 - Summary of Contracting History and Current Contract Action**

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
TO23-A0	0.00	506,400.35	4/25/2025	12/31/2025	Initial scope of work

**Table 2 – Summary of Subtasks Budgets**

Subtask No.	Title	Fee 2025 (\$)	Amend (\$)	Total (\$)
01	173 <sup>rd</sup> Avenue underground line stall at 51 <sup>st</sup> to 53 <sup>rd</sup>	257,341.25	0.00	257,341.25
02	Retire line along Wild Rice River 51 <sup>st</sup> to 53 <sup>rd</sup>	65,859.79	0.00	65,859.79
03	Replacing OH to UG along 51 <sup>st</sup> from Wild Rice River to 171 <sup>st</sup> Ave.	183,199.31	0.00	183,199.31
	<b>Estimated Fees:</b>	<b>506,400.35</b>		<b>506,400.35</b>

## 5 Financial considerations:

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

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

**Table 2 - Summary of Annual Budget Allocation – Per Year**

Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2025	CN-4010	506,400.35	506,400.35	0.00	506,400.35	
<b>Total</b>		<b>506,400.35</b>	<b>506,400.35</b>		<b>506,400.35</b>	

## 6 Attachments:

- Task Order 23 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:** 4/14/2025



# FARGO MOORHEAD DIVERSION PROJECT MONTHLY UPDATE

16 April 2025

## 1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date is currently 30 June 25. Schedule for remaining work: 2025: Complete operating machinery corrections; commissioning and training.

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

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

## 3 Red River Structure (RRS) - Construction

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

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

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

## 5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract for wetland establishment. Completion date is 1 December 2027. Contractor replanting areas disturbed by adjacent producers.

## 6 FY2024 Contract Awards - Construction:

OHB Ring Levee: 50% complete. Contract completion date is 24 September 2025.

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

Reach SE-2B: 45% complete. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor to remobilize late April. Contract completion date is 31 Dec 2028.

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

## 7 FY2025 Contract Awards - Construction:

SE-3: Contractor anticipates mobilizing late April. Contract completion date is 11 September 2026.

SE-5: Contractor anticipates mobilizing early May. Contract completion date is 8 August 2026.

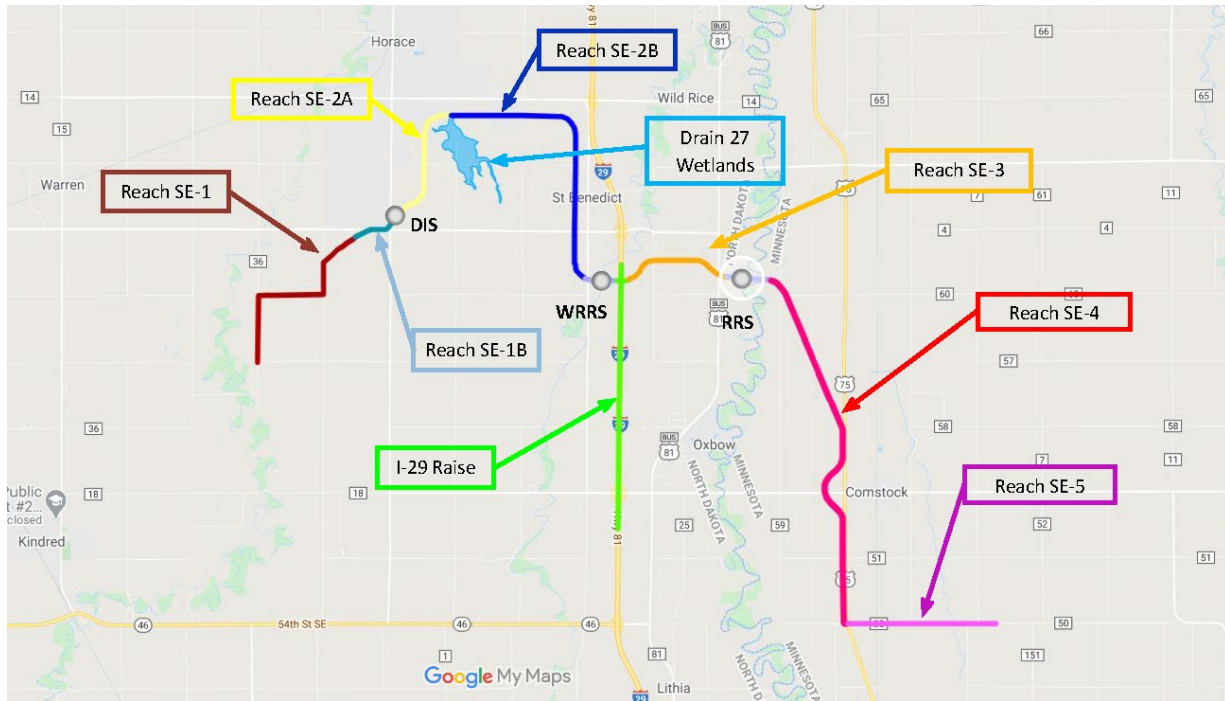
Forest Mitigation #2: Contractor to mobilize late April. Contract completion date is 31 Dec 2029.

## 8 I-29 Raise – Operations and Maintenance (OMRRR)

Turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

## 9 Drayton Dam Mitigation Project Design - Operations and Maintenance (OMRRR)

Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual coordination continues.

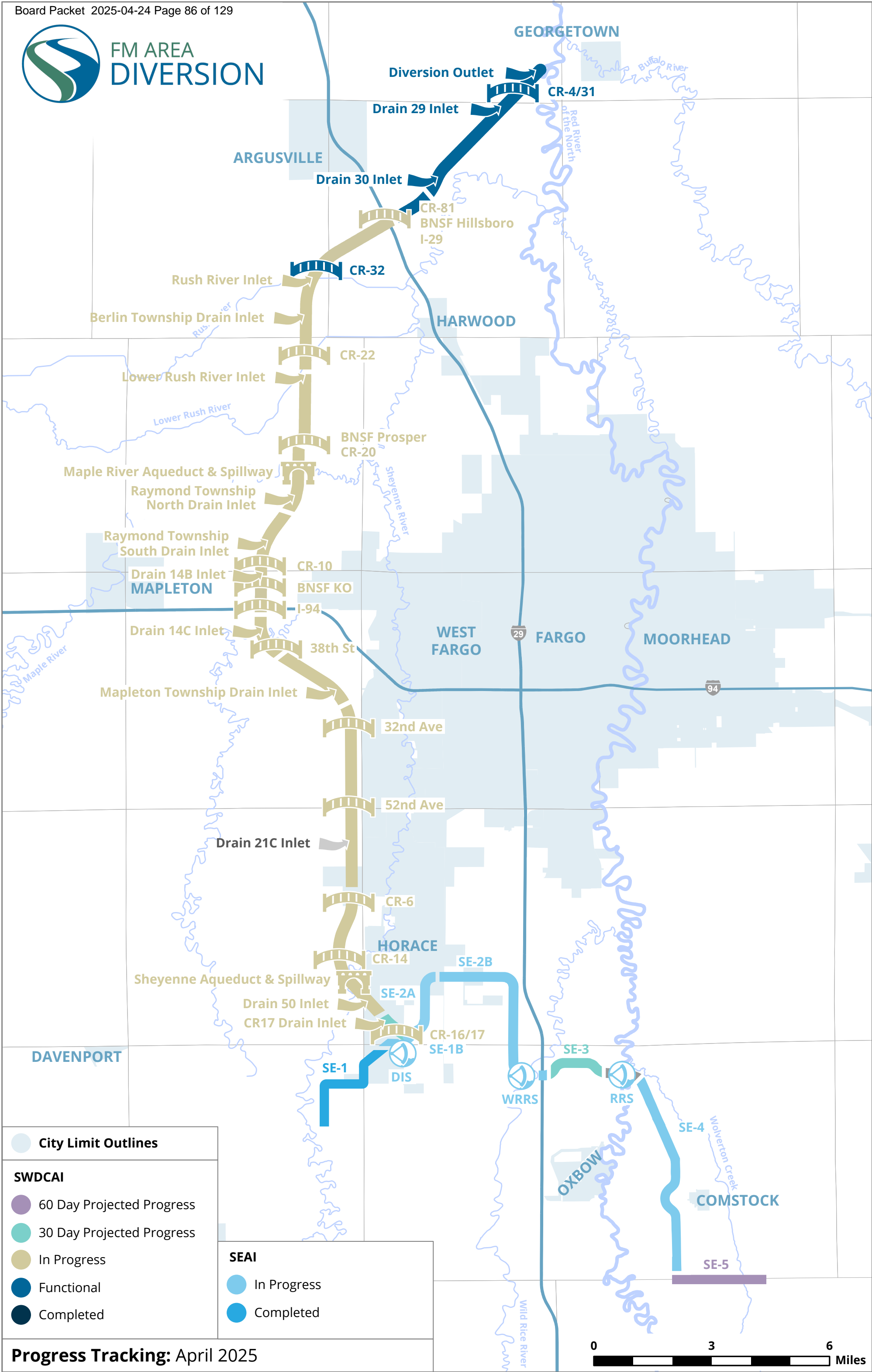


***Fargo-Moorhead Metro FRM – Federal Work/Southern Embankment and Control Structures***

DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



City Limit Outlines

SWDCAI

60 Day Projected Progress

30 Day Projected Progress

In Progress

Functional

Completed

SEAI

In Progress

Completed

Progress Tracking: April 2025

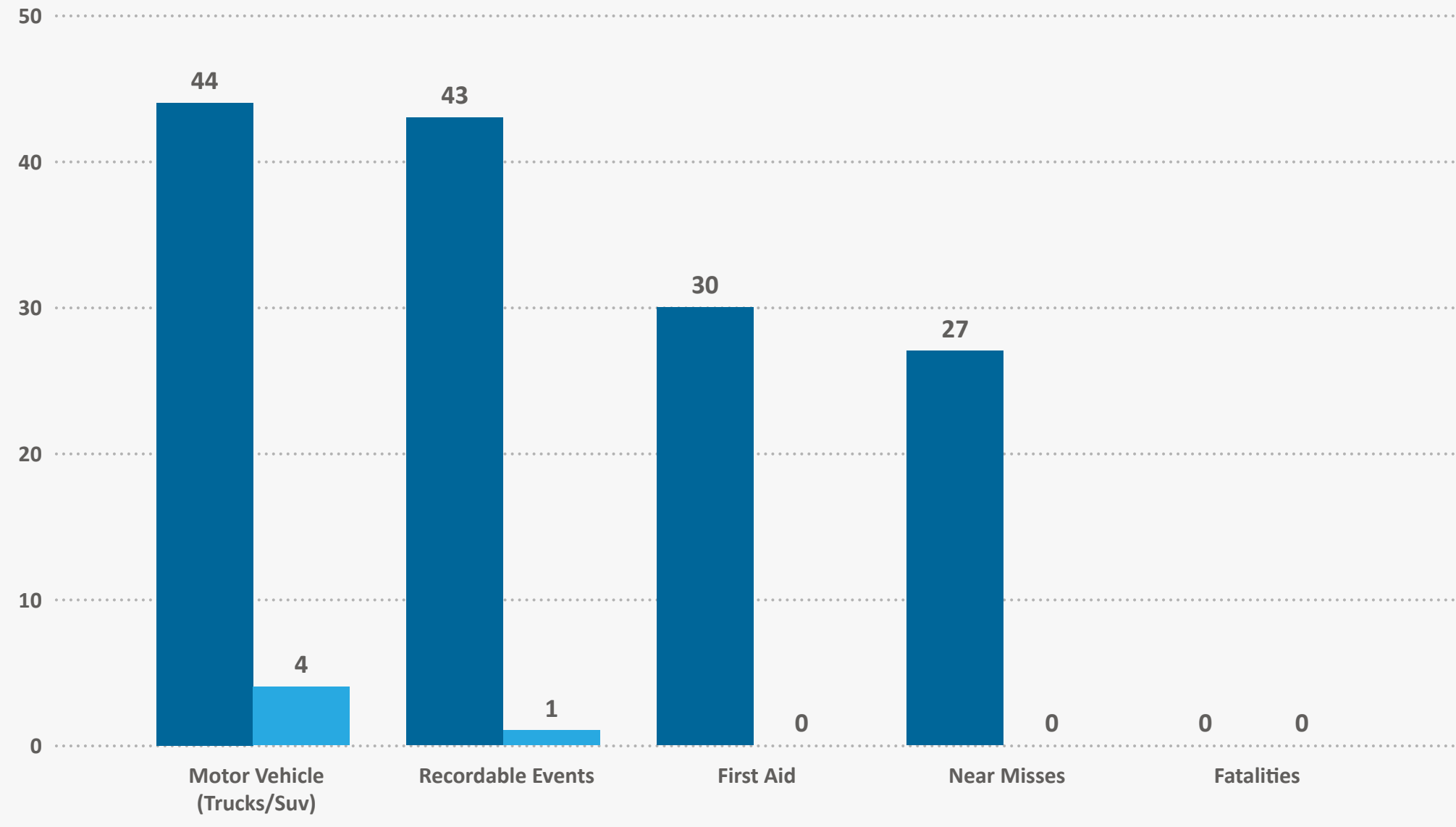
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# FM Area Diversion Safety Statistics - March 2025

Current Reporting Period: March 1 - March 31

## Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



## City of Fargo Led Projects

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

## Authority Led Projects

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

## PMC P3 SUMMARY REPORT FOR MARCH 2025

Issue Date – April 17, 2025

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### PROGRESS

Construction of the SWDCAI is approximately 60%<sup>1</sup> complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below.

- **General:** Work project wide has been constrained this period by adverse weather. However, remobilization ramped up towards the end of the reporting period.
- **Aqueducts:** Maple River Aqueduct – Rebar to wingwalls #1 and #2. Erecting formwork to sections of wingwalls #7 and 8. Placing concrete to sections of wingwall #3 and vehicle barrier to wingwall #7. Driving sheet piles to the spillway. Sheyenne River Aqueduct – Placing gravel and geogrid and epoxy coated rebar to section 3 and 4 and placing concrete to Sections 2 and 4 of the flume floor foundation. Erecting Epoxy coated rebar to the west abutment wingwall and piers 1 and 2. Formwork for stage 1 of wingwall #3.
- **Stormwater Diversion Channel:** Localized work to Maintenance Road/Trail in Reaches 1 and 4. Excavation to main channel in Reaches 12 and 13.
- **Interstate Crossings:** I-29 - Erecting formwork to Northbound bridge deck.
- **County Road Crossings:** CR 81 Crossing: Placing concrete to south abutment wingwalls. CR 22 Crossing: erecting formwork for end walls. CR 20 Crossing: Work to Texas Corral rail vehicle barrier. 38th St Crossing: Placing concrete for vehicle barrier, stem walls and sleeper slabs. 32<sup>nd</sup> Ave Crossing: Installation of formwork to wing-walls and overhangs for all spans. CR 6 Crossing: placing concrete to pier cap #1. Rebar and concrete to west abutment wingwalls. CR 14 Crossing: Placing concrete to pier cap #2. Erecting formwork and placing concrete to east abutment and wing-walls. CR 16/17 Crossing: Dewatering and placing formwork, rebar and concrete for pier cap at pier #2.
- **Hydraulic Structures:** Rush River Inlet: Driving sheet piles and H-piles for abutments and piers. Raymond North Township Drain Inlet: Placing 72" reinforced concrete pipe and backfill. Drain 14B Drain Inlet: installing rebar, erecting formwork and placing concrete for headwalls.
- **Diversion Outlet:** Investigations continue for compliance issues.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: Erecting formwork and placing concrete to piers #2, #5 and #6. Sanding and gridding completed concrete. Placing concrete to north abutment wingwalls and south abutment pier cap. BNSF Prosper Railroad Crossing: Drilling cores for girder concrete pedestal preparation. BNSF K.O. Railroad Crossing: driving H-piles to east abutment and west abutment.
- **Roadways:** no activity this period
- **Authority Administration Building (AAB):** no construction work this period.

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

### General Administration

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

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

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<sup>1</sup> Note: Overall Percent Complete is based on the RRVA February 2025 PSSU submitted on March 14, 2025, and is calculated based on Earned Value (EV).



## Disputes

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

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

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

## COMMERCIAL

### Compensation and Relief Events

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

### Change Requests

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

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

There were 56 (fifty-six) developer-initiated change requests (DCRs) through the end of the reporting period. 34 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to

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

the Authority. 1 (one) is pending negotiation with RRVA. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

## PROJECT CONTROLS

### Schedule

The Developer submitted the twenty-ninth Project Status Schedule (PSSU) update on March 14, 2025, for the month of February 2025 (01-Mar-25 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 9,786 changes to the previous PSSU, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is March 10, 2027, which differs from the January 2025 PSSU Project Substantial Completion Date by thirteen days (March 23, 2027). The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026 – a difference of 160 days from the January 2025 Project Substantial Completion Date.

### Invoicing and Payment

BNSF has submitted 89 invoices through the month of March. These have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 84 of the 89 were paid for a total of \$ 8,647,868.17. The BNSF Construction and Maintenance Agreement (C&M Agreement) between the Authority and BNSF is considered a “Third Party Agreement” as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the Developer for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M agreement. Future invoices received will be handled in a like manner.

### Payments to RRVA

Additional Milestone Payments (AMP) for the BNSF shoofly installations at the Hillsboro, Prosper and KO locations were made in March 2025. See attachment E for details.

The following table includes all payments to RRVA to date:

Totals to date	Amounts	Notes
Pay Units	\$14,390,103.00	(See Attachment E)
ACRs	\$4,631,760.06	(see Attachment C)
DCRs	\$3,712,553.80	(See Attachment D)
DRB Members (50% share)	\$96,467.75	Includes Polsinelli PC cost share.
<b>Total</b>	<b>\$22,830,884.61</b>	

### Other:

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

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Construction of the BNSF Prosper Subdivision Line Crossing Shoofly (Buildable Unit as described in Section 3.3.3.6 Railroad)	32	31-Mar-25	\$3,195,335

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

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Construction of the BNSF KO Subdivision Line Eastbound Crossing Shoofly (Buildable Unit as described in Section 3.3.3.6 Railroad)	35	31-Mar-25	\$3,472,708
Construction of the BNSF KO Subdivision Line Westbound Crossing Shoofly (Buildable Unit as described in Section 3.3.3.6 Railroad)	38	31-Mar-25	\$3,472,708
Construction of the BNSF Hillsboro Subdivision Line Crossing Shoofly (Buildable Unit as described in Section 3.3.3.6 Railroad)	29	31-Mar-25	\$4,249,352
Drain 30 Inlet	12	13-Apr-25	\$3,193,006
Drain 29 Inlet	11	12-Jun-25	\$1,717,383
Channel Reach 03 Pay Unit	4	14-Jun-25	\$16,776,000
Diversion Outlet	1	15-Jun-25	\$7,344,833
Channel Reach 01 Pay Unit	2	15-Jun-25	\$14,590,302
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 2 - RFC Approval of Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 2	15-Jun-25	\$750,000
CR 32 Crossing	26	19-Jun-25	\$8,327,806
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	19-Jun-25	\$9,014,526
38th Street W Interim Connection (roadway connection south of I-94) - Design	ACR023-2024 - 1	20-Jun-25	\$63,250
Berlin Township Drain Inlet	14	15-Aug-25	\$4,258,118
Raymond Township South Drain Inlet	17	15-Aug-25	\$3,181,911
Drain 14B Inlet	18	15-Aug-25	\$3,581,328
Mapleton Township Drain Inlet	49	15-Aug-25	\$3,193,006
CR 20 Crossing	55	7-Sep-25	\$6,484,885
CR 22 Crossing	25	20-Sep-25	\$5,986,779
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	22-Sep-25	\$51,750
CR 10 Crossing	54	8-Oct-25	\$6,584,740
MLGC FOC Installation in Mapleton Township	ACR011-2023	12-Oct-25	\$350,000
38th Street West Crossing	57	15-Oct-25	\$6,507,075
Channel Reach 02 Pay Unit	3	30-Oct-25	\$23,787,986
Channel Reach 05 Pay Unit	7	7-Nov-25	\$38,755,024
32nd Avenue West Crossing	56	16-Nov-25	\$6,484,885
Channel Reach 12 Pay Unit	44	20-Nov-25	\$23,377,474
CR 6 Crossing	53	21-Nov-25	\$6,484,885
Channel Reach 10 Pay Unit	42	29-Nov-25	\$30,411,649
52nd Avenue W Crossing	59	14-Dec-25	\$5,494,777
I-29 Northbound Crossing	21	17-Dec-25	\$11,123,724
I-29 Southbound Crossing	22	17-Dec-25	\$11,123,724
<b>Total</b>			<b>\$273,390,929</b>

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

## CONSTRUCTION AND O&M

## Construction

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

March was still very cold with slow melting during the day and freezing conditions at night. A substantial amount of concrete work was accomplished; however, earthwork was very slow due to the muddy conditions on site by 11:00 a.m. each day.

Local Roadway currently closed.	Upcoming Permanent Road Closures (Tentative Schedule)
24th St SE – Closed 9/21/2022	32nd Ave. NW – Planned date August 2026 (MRA Access)
172nd Ave. SE – Closed 9/19/2022	40th Ave. / CR 8 – Planned date August 2025
171st Ave. SE – Closed 10/31/2023	81st S – Planned date August 2026 (SRA Access)
170th Ave. SE – Closed 10/31/2023	
169th Ave. SE – Closed 6/21/2023	<b><u>ACTIVE BYPASSES</u></b>
29th St. SE – Closed 9/17/2023	CR 81, I-29, CR 22, CR20, CR10, I-94 and CR6
32nd St. SE – Closed 3/20/2024	<b><u>ACTIVE BRIDGES</u></b>
37th St. SE – Closed 9/20/2023	Cr 4/31 and CR32 Crossing
166th Ave. SE – Closed 5/24/2024	<b><u>ACTIVE DETOURS</u></b>
43rd St. SE Closed 10/7/2024	32 <sup>nd</sup> /52 <sup>nd</sup> Ave. W Crossings
38th St. NW – Closed 10/7/2024	<b><u>UPCOMING DETOURS</u></b>
112th Ave. S – Closed 10/10/2024	38 <sup>th</sup> St. West and CR 16/17
64th Ave. S - Closed 10/7/2024	
45th St. SE – Closed 10/10/2024	
26th St. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
35th St. SE- Closed 10/7/2027	

## O&M

RRVA continued general inspections throughout the ROW, Local Drainage inspections to ensure ditches and culverts are free from debris and ice jams, and Interim Completion Element inspections. Winter maintenance and Spring flooding preparation were the primary focus. Discussions were had about upcoming weed control and the Developer working towards securing weed control contracts.

## SAFETY

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

- 3/1/2025 ASN - Reach 5, employee stepped off a dozer onto the ground and rolled his ankle. The employee declined medical treatment.
- 3/4/2025 ASN - Drain 14B, employee was walking and felt discomfort in his right calf.
- 3/4/2025 ASN - Drain 14B, employee turned toward the direction of a loud noise that sounded like glass breaking, the employee noticed the front glass of a skid steer broken, however, no one was operating or around the equipment.

- 3/5/2025 ASN - Maple River Aqueduct, employee was moving forms with a skid steer when the forms slid off the forks and contacted a Meyer employee's personal vehicle causing damage to the running board. No injuries were reported.
- 3/5/2025 ASN - Sheyenne River Aqueduct, an ASN's spotter was spotting a crawler crane to park when the crane struck a toolbox causing damage to the toolbox.
- 3/6/2025 ASN - 32nd Ave W Crossing, employee pinched his left thumb under a bracket that was being installed causing laceration to the thumb. The employee was taken to a medical center.
- 3/7/2025 ASN - Reach 12, employee was smoothing out a haul route with a box blade scraper attached to a tractor when the tractor was pulled into the deep ruts causing damage to the front end of the tractor. No injuries were reported.
- 3/8/2025 ASN - Maple River Aqueduct, employee was loading forms onto flatbed truck with a telehandler when the load started to sway causing the corner of the forms to come in contact with the hydraulic line and severing the line. Between 6-8 gallons of hydraulic fluid were spilled. ASN's environmental team was contacted.
- 3/11/2025 ASN - Reach 12, employee operating an articulated haul truck drove down a ramp when the box end of the haul truck slid off and tipped over. The cab did not tip over and no injuries were reported.
- 3/12/2025 ASN - Residence, employee was backing out of his driveway while operating an ASN vehicle when he made contact with the neighbor's personal vehicle.
- 3/13/2025 ASN - Rush River Inlet - employee was backing a trailer with a truck when the trailer jack-knifed and came in contact with the rear bumper of the truck causing damage to the bumper. No injuries were reported.
- 3/14/2025 ASN - Reach 1, employee was changing a quick connect when his wrench hit his finger causing a blood blister under his fingernail. The employee denied medical treatment.
- 3/17/2025 ASN - Reach 1, employee was operating a dozer when he struck a mobile light plant that was pushed into a mobile porta John. Damage to the fender on the driver side of the porta John trailer, and damage to the front jack to both stabilizer arms and damage to the frame of one of the lights.
- 3/18/2025 ASN - Raymond North, employee was operating a UTV when it hit a rut causing the UTV to tip on its side. No injuries were reported, minor damage to UTV.
- 3/20/2025 ASN - Reach 1, employee was opening the tractor's door he was operating when the wind caught the door, causing the door to slam against the tractor and resulting in the door's glass to shatter.
- 3/20/2025 ASN - Drain 30, employee operating a tractor with a K-tec scraper made a sharp turn and contacted the upstream headwall guardrail causing damage to one of the guardrail panels.
- 3/23/2025 SRF - Maple River Aqueduct, Employee was walking down an embankment to check a field work site when he slipped and fell, injuring
- his wrist when he tried to stop his fall. Employee fractured his right wrist.
- 3/24/2025 ASN - Sheyenne River Aqueduct, employee was pulling a generator with a front-end loader when the hitch of the generator sheared off from the frame of the hitch. No injuries were reported.
- 3/24/2025 ASN - Reach 3, employee was operating a dozer when the right-side glass broke. No injuries were reported.
- 3/24/2025 ASN - HR Office, employee was in the parking lot when she slipped on an icy area, she fell and landed on her back and left hip area.
- 3/25/2025 ASN - Maple River Aqueduct, damage to an ASN enclosed trailer was discovered, the cause of the damage is unknown.
- 3/26/2025 ASN - Casey's Gas Station (Horace), while backing an ASN vehicle into a parking stop, the hitch made contact with the Ice Storage unit resulting in a dent in the left door of the Ice Storage.
- 3/29/2025 Public Road (38th St SE and 38th St W intersection) - ASN employee driving in their personal vehicle in to start their day shift, slid into the southeast ditch of 38th St SE. No injuries were reported.

- 3/31/2025 ASN - Public Road (38th St NW, adjacent to BNSF KO) - employee was operating a grader performing road maintenance on 38th St and BNSF KO when a rock dislodged from the right-side tire and contacted the side glass causing damage. No injuries were reported.

### **Testing**

The number of tests carried out by the PMC by type for January are as follows: Atterberg (14); concrete cylinders (333); density testing compliance checks (30); field notes (18); hydrometer (14); Proctor (20); Sieve (1)

### **Survey GIS**

One (1) compliance check survey was conducted at 170<sup>th</sup> St Roadway and current ditching.

The quarterly GIS geodata was received, translated into Ezri and KMJ files; File was reviewed for updated data from the past 3 months.

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

HMG had presented one monitor on site during the month of March (33) Daily Observations of Bridges were provided to the Authority.

Daily Observations/Compliance Checks:

The PMC team conducted on behalf of the Authority: (1080) observations in the March 2025 reporting period; (180) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents. (29) related punch list items and (11) issues were noted that the Contractor was able to resolve readily.

### **UTILITIES:**

- Utility design work is complete, and Released for Construction (RFC) documents have been issued for all the 105 Utility Buildable Units (BUs) in the Developer's scope. *Includes 3 RFCs for WAPA issued 1-Apr-25.*
- Utility Submittal Summary:
  - 61 Preliminary Design Reports.
  - 79 Final Design Reports.
  - 83 Construction Document submittals.
  - 83 sets of RFC Documents.
  - 116 Inspection and Test Plans (ITPs) have been approved for Utility activities.
  - 53 shop drawing submittals for Developer managed Utility relocations are approved.
- Overall, 37 of 108 identified utility conflicts (34%) have all work including HDD void grouting and removal of abandoned facilities completed.
- Relocations for 54 of the 61 utilities to be buried under the channel are tied-in or cut over.
- Abandoned/retired utility facilities have been removed for 39 Utility BUs. Buried segments of 50 utilities still need to be removed.
- The voids have been grouted on both the entry and exit sides at 34 HDD installations. Seven bores still require grouting on both sides and 3 require the HDD void to be grouted on one side only.
- Adjustments for only 2 of the 14 overhead electric transmission lines crossing the channel ROW are complete, the Otter Tail Power (OT1) 115 kV line to remain in place and the Xcel Energy (XE3) 230 kV line south of 32nd Ave W.

- Brink Constructors is currently working on 2 Minnkota Power Cooperative 69 kV overhead electric transmission lines in Reach 1. The work includes erecting 44 new steel structures and removing 25 existing poles.

## SUBMITTALS

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

Submittal	Reporting Period	To Date
Submittals received for review and comment	77	3,561
Reviews carried out*	101	3,462
Submittals returned with no comment	40	1,194
Submittals in review with the Authority as at end of reporting period	34	n/a
Submittals back with RRVA for resubmission as at end of reporting period		270
rejected as incomplete	3	91
rejected with comments	35	155
number of comments	5,707	30,289
CDS returned with no comments	3	179
RFC documents	0	176
relating to utility relocations	0	77
RFCs back in redesign	0	36
Redesigned once (RFC1)	0	26
Redesigned twice (RFC2)	0	6

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

The three ICEs relating to the BNSF Shooflies were certified in early February.

The ICE for Drain 30 was rejected by the Authority in March 2025 after its second review cycle.

The ICE for Drain 29 was delivered to the Authority in late March 10 days after its anticipated notification date, and is in review.

The ICE for Diversion Channel Reach 2 was due to be received by the Authority in December 2024 but remains undelivered by the Developer.

The ICEs for CR32 and CR4/31 Crossings were due to be received by the Authority in February but remain undelivered by the Developer.

## TECHNICAL

### Design Review

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

- The Developer target of design completion in August 2024 was not achieved. Remaining design packages are predominantly “small” project components focusing on Access and Security associated with the project site.

- Design revisions, albeit minimal, continue this reporting period. Revisions are classified as “major” or “minor” depending on the magnitude and complexity of change. The number of changes to the original Released for Construction Documents that have been made are comparable to other programs of this scope and magnitude.
- Anticipated receipt of revised Aqueduct re-designs incorporating meanders in the engineered channel have been received and are in review. Resolution to this long-debated item was achieved in November with target delivery by the Developer in December, only just received. Delay in receipt is solely the responsibility of the Developer.
- Concerns raised by the Developer to their internal delivery team (ASN) regarding ability to perform contractually required maintenance on both the Sheyenne and Maple Aqueducts became more focused this reporting period. Ongoing discussions with the Authority and Agencies took place. Options are being prepared by the Developer including redesign and operational protocols to allow for maintenance to be completed per the project agreement. This is entirely a Developer issue, which appears not to have been thoroughly vetted by their Operations team during the design phase.
- Positive progress continues with the Authority Administration Building. Coordination with City and County Commissions, Agencies and Departments is well underway. Anticipated design completion in spring of 2025 with construction initiation to proceed immediately following.
- FDR for re-design of the specific elements of the Diversion Outlet is awaited after IDR comments were returned to the Developer in mid-January.

### **Agency Coordination**

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

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

### **Challenges**

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

### **Successes**

- Continued positive progress on development of Authority Administration Building (AAB)



- Receipt of initial Interim Completion Packages seen this reporting period. Technical content appears to be well organized and missing minimal components. This is significant as this step is the first of several which will confirm parts of the project are “substantially complete”

QUALITY

Nonconformances

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

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

The following table summarizes Nonconformances that trigger Noncompliance Points (NCPs) through March 31, 2025. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

Summary of points as of March 31, 2025	Number of Nonconformances	Max NCPs	Recommended NCPs	Assessed NCPs
Assessed Noncompliance Points	57	1407	551	482
Pending NCPs for Cured Nonconformances	0	0	0	0
Pending NCPs for Uncured Nonconformances	11	4334	3170*	0

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

ENVIRONMENTAL

Environmental Compliance

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

Permanent native vegetation planting occurred during the construction season in 2024. 3,508 trees were planted, and 1,077 acres of native grasses were seeded in Reaches 1, 2 and 3 during 2024; planting/seeding work is suspended until conditions allow sometime in spring 2025 this year. USACE approved the 2025 seed mixes on March 5, 2025.

Permits:

Open/Applied For	Closed	Total
78	322	400

2024 404 Permit – USFWS issued new maps for the range of the Northern Long-Eared Bat which now exclude the Project area. USACE will issue a letter amendment to the 2024 Section 404 Permit that addresses this change and

also addresses corrections to the wetlands mitigation acreages (approximately five acres). Sheyenne River Sovereign Lands Permit - RRVA submitted their supplemental information on October 6, 2024, and we are awaiting NDDWR's issuance of the permit. RRVA informed the Authority, during the January 14, 2025, Environmental Biweekly meeting, that NDDWR is waiting for resolution of the maintenance method at the Sheyenne River Aqueduct before issuing this permit. No change.

### **Cultural Monitoring**

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

### **Mussel Salvage**

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

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

No new spills were reported.

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

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

No activity regarding Environmental NCRs this month.

## **RESILIENCE AND SUSTAINABILITY**

### **Resilience**

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

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

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

### **Sustainability**

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

## **FEDERAL COMPLIANCE**

### **Reporting**

The 2024 FRC Annual Report, was re-submitted, following its rejection in February, on March 17, 2025 and is under review.

### **Davis Bacon**

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

#### **EMPLOYEE APPRENTICESHIP PROGRAM**

The 2024 EAP Annual Report was resubmitted following its rejection in February and accepted on March 20, 2025. It has also been submitted per the ongoing FOIA request. Apprenticeship goals continue to be running lower than anticipated which the Developer states is primarily due to their self-performing less work than planned at bid time, therefore less control over the apprenticeship programs, although they continue their efforts to increase apprenticeships opportunities (about 10% for the D&C Contractor, which reduces to 6% against all labor hours due to subcontractors having fewer apprentices, vs the initial target of 20%).

**Attachment A – Construction Progress by Buildable Unit**

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	Developer's assessment of BU % complete – see footnote <sup>5</sup>
<b>Buildable Unit Group - Aqueducts</b>					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Concrete in Wingwalls 1,2,3, 4, 5, 6, 7, & 8 Concrete in West Abutment Concrete in Flume Walls ongoing Installed conduits in the walkway Drove Sheet piles in Wingwall 1 & 8 Backfill between the wingwalls	55.5%
A52	Maple River Aqueduct Spillway	710+17	Active	Started excavation to start sheet piles Site and platform preparation to install sheet piles	41.6%
A53	Maple River Aqueduct Engineered Channel	710+17	Not Started	No work during reporting period	26.4%
A56	Sheyenne River Aqueduct	1477+50	Active	Structural excavation H-pile installation in wing walls 2 Installed pile tension anchors and studs Flume foundation formwork & rebar installation Concrete in flume foundation Wingwall 3 & 4 rebar Installation Wingwall Foundation Formwork & Rebar Installation	23.9%
<b>Buildable Unit Group – Local Drainage</b>					
CR1	Local Drainage in Rush River WRD - Reach C01	41+70 to 219+29	Active	Final grading activities	44.1%
CR2	Local Drainage in Rush River WRD - Reach C02	219+29 to 302+00	Active	Final grading activities, Topsoil placement; Local Drainage	67.8%
CR3	Local Drainage in Rush River WRD – Reach C03	302+00 to 428+53	Active	Ditching and final grading	48.6%

<sup>4</sup> Status and progress are as observed by the PMC<sup>5</sup> Note: Buildable Unit Percent Complete is based on the RRVA January PSSU submitted on or around February 15, 2025, and is calculated based on Earned Value (EV). This may vary from the status and progress observed by the PMC as one is visual observation and the latter is derived from the PSSU electronic schedule.

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	Developer's assessment of BU % complete – see footnote <sup>5</sup>
CR4	Local Drainage in Rush River WRD - Reach C04	428+53 to 576+00	Active	No work during the reporting period	81.0%
CM1	Local Drainage in Maple River WRD – Reach C05	576+00 to 655+00	Active	No work during the reporting period	93.2%
CM2	Local Drainage in Maple River WRD – Reach C06	655+00 to 762+77	Active	No work during the reporting period	38.4%
CM3	Local Drianage in Maple River WRD – Reach C07	762+77 to 859+53	Active	No work during the reporting period	72.2%
CM4	Local Drainage in Maple River WRD – Reach C08	859+53 to 912+00	Active	No work during the reporting period	33.2%
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Active	No work during the reporting period	78.6%
CS1	Local Drainage in Southeast Cass WRD - Reach C10	968+00 to 1080+28	Active	No work during the reporting period	93.1%
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	No work during the reporting period	74.7%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	No work during the reporting period	70.0%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Not Started	No work during the reporting period	72.7%
<b>Buildable Unit Group - Diversion Channel</b>					
C01	Diversion Channel, Low Flow Channel (LFC), Engineered Material Berms (EMBs), Diversion Channel Line of Protection in Reach-01	27+63 to 219+29	Active	Channel excavation ongoing, topsoil, final grading	86.8%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Active	Final grading, punch list items, installed Levee Monitoring System vaults	90.2%
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Channel Excavation, Levee Construction near CR81	80.5%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Active	Final grading as needed	70.4%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Active	No work during reporting period	86.5%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	No work during reporting period	42.8%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	No work during reporting period	73.1%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	No work during reporting period	43.4%
C09	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09	912+00 to 968+00	Active	No work during the reporting period	65.2%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active	No work during the reporting period	60.4%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	No work during the reporting period	38.2%
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Active	Continued Main Channel excavation, topsoil stripping as needed, and Levee Construction at the end of the month.	52.1%
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	Continued Main Channel excavation, topsoil stripping as needed, and Levee construction at the end of the month.	62.5%
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Active	No work reported during the reporting period	50.8%
<b>Buildable Unit Group - Hydraulic Structures</b>					
S08	Drain 29 Inlet	27+63	Active	No work during the reporting period.	98.9%
S16	Drain 30 Inlet	213+75	Active	Connection works with existing drain completed	88.4%
S09	Rush River Inlet	431+75	Hold	No work during the reporting period.	69.6%
S10	Lower Rush River Inlet	578+50	Active	No work during the reporting period	81.4%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
S03	Berlin Township Drain Inlet	492+84	Active	No work during the reporting period	84.6%
S04	Raymond Township North Drain Inlet	756+00	Active	Excavated for the headwalls and RCP's D/S headwall backfill Formwork and Rebar constructed Site Preparation	22.9%
S32	Raymond Township South Drain Inlet	793+00	Active	No work during reporting period	84.2%
S33	Drain 14B Inlet	856+00	Active	Install upstream and downstream headwall formwork and reinforcement Concrete in Headwall Structures U/S headwall concrete completed D/S headwall backfill D/S formwork and rebar installation for footing completed Backfill RCP	50.3%
S34	Drain 14C Inlet	929+30	Active	No work during reporting period	82.3%
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Active	No work during reporting period	79.6%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete	90.7%
S74	Drain Inlet associated with CR17	1548+00	Not started	ASN took delivery of reinforced concrete pipe, no activity since.	16.4%
<b>Buildable Unit Group - Diversion Outlet</b>					
O00	Diversion Outlet Structure	27+63 to 41+70	On Hold	ASN has submitted the RFCs for a revision stemming from the boulder placement dispute.	99.8%
<b>Buildable Unit Group - Roadways</b>					
R19	25th St. Connection Parcel 2368	160+00 LT	Active	Complete	91.4%
R20	27th St. Connection to CR81	300+00 LT	On Hold	No work during reporting period	93.4%
R21	35th St. SE to Parcel 938	802+00 RT	On Hold	No work during reporting period	79.3%
R22	37th St. SE, East of Diversion Channel	905+00 LT	On Hold	No work during reporting period	90.7%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
R23	37th St. SE, West of Diversion Channel	905+00 RT	On Hold	No work during reporting period	89.6%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Not Started	No work during reporting period	22.7%
R24	169th Ave. SE Connection to Landlocked Parcel 2363	350+00 LT	On Hold	Signage installation completed	87.6%
R26	172nd Ave. SE Connection to realigned CR4	114+00 RT	On Hold	Signage installation completed	87.7%
R18	24th St. SE Connection to realigned CR4	100+00 RT	On Hold	Signage installation completed	84.0%
M11	County Road 4/31 Crossing (Bridge)	86+91	On Hold	The bridge opened to public traffic on December 4. Punch items to be address this Spring	99.4%
M12	County Road 81 Crossing Bridge	310+20	Active	Substructure concrete work complete, Riprap and girders to arrive in April.	61.5%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Active	Existing CR 4 and CR 31 Obliteration	100.0%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	Active	Signage installation began but was installed incorrectly and miss spelled signage.	91.1%
Y12	Country Road 81 Crossing (Bypass)	310+20	Complete	No work during the reporting period.	99.6%
G12	Country Road 81 Crossing (Settlements)	310+20	Complete	No work during reporting period	77.6%
M35	Interstate I-29 Northbound & Southbound Crossing (Bridge)	NB 313+75 SB 314+81	Active	NB deck soffit work and end walls F/R in progress	76.7%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	No work during reporting period	99.5%
G35	Interstate I-29 Northbound & Southbound Crossing (Settlements)	NB 313+75 SB 314+81	On Hold	No work during reporting period	97.3%
M13	Country Road 32 Crossing (Bridge)	408+08	On Hold	Bridge opened to the public December 17; punch list item will be address in the Spring	95.8%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	No work during reporting period	87.3%
Z13	Country Road 32 Crossing (Roadways)	408+08	Active	Existing CR32 Obliteration	100.0%



Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	Developer's assessment of BU % complete – see footnote <sup>5</sup>
				168 <sup>th</sup> temporary farm approaches constructed per RFI 565	
R14	Country Road 22 Crossing	571+84	On Hold	No work during the winter will resume in the Spring	76.3%
R15	CR 20 Crossing	679+37	Active	Approach barrier walls F/R in progress	85.2%
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Not Started	No work during reporting period	16.9%
R17	CR 10 Crossing	852+46	Active	South side barrier wall F/R in progress	85.0%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	Active	EB 2025 construction access reinstated and plan to be operative by April 1 Mobilization in progress	67.2%
R58	38th St W Crossing (Township Road)	976+17	Active	Deck soffit stripped. N & S sleeper slabs complete. Approach slabs F/R in progress.	79.0%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Active	Overhang brackets, deck soffits in progress nearing completion	68.1%
R60	52nd Avenue W Crossing (Township Road)	1224+92	On Hold	No work during the reporting period.	68.7%
R61	County Road 6 Crossing	1330+41	Active	Substructure concrete and riprap complete. Girders expected in early April 2025	57.9%
R62	County Road 14 Crossing	1438+97	Active	Substructure concrete and riprap complete.	52.2%
R73	County Road 16/17 Crossing	1558+40	Active	IBI to begin substructure concrete ongoing.	34.2%
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	On Hold	No work during this reporting period	95.1%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Not Started	No work during reporting period	13.5%
R76	47th St. SE access to Parcel 1200	1500+00	On Hold	No work during reporting period	87.5%
R77	170th Ave. Xing Drain 13 & Legal Drain 30	250+00	Complete	Walkthrough conducted with AHJ and the Authority	0.0%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
R3A	Dead-End Termination of Local Roads in Reach-01	27+63 to 219+29	Complete	No work during the reporting period	60.7%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	Complete	No work during the reporting period	90.2%
R3C	Dead-End Termination of Local Roads in Reach-03	302+00 to 428+53	Complete	No work during the reporting period	60.7%
R3D	Dead-End Termination of Local Roads in Reach-04	428+53 to 576+00	Complete	No work during the reporting period	72.1%
R3E	Dead-End Termination of Local Roads in Reach-05	576+00 to 655+00	Complete	No work during the reporting period	81.3%
R3F	Dead-End Termination of Local Roads in Reach-06	655+00 to 762+77	Complete	No work during the reporting period	27.6%
R3G	Dead-End Termination of Local Roads in Reach-07	762+77 to 859+53	Complete	No work during the reporting period	62.0%
R3J	Dead-End Termination of Local Roads in Reach-09	912+00 to 968+00	Complete	No work during the reporting period	0.0%
R3K	Dead-End Termination of Local Roads in Reach-10	968+00 to 1080+28	Complete	No work during the reporting period	34.8%
R3L	Dead-End Termination of Local Roads in Reach 11	1080+28 to 1235+72	On Hold	No work during the reporting period	57.7%
R3M	Dead-End Termination of Local Roads in Reach 12	1235+72 to 1327+00	Complete	Signage installation complete	87.7%
R3N	Dead-End Termination of Local Roads in Reach 13	1327+00 to 1554+59	Complete	Signage installation complete	74.0%
RA6	Security and Access Reach 1	27+63 to 219+29	Active	Began parking lot construction	31.5%
RB6	Security and Access Reach 2	219+29 to 302+00	Active	Gravel placement Sign installation Final grading Punch list items	38.0%
RC6	Security and Access Reach 3	302+00 to 428+53	Active	No work during reporting period	0.0%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
RD6	Security and Access Reach 4	428+53 to 576+00	Active	Site prep to install H-piles for Lower Rush River Maintenance Bridge Subgrade preparation and forming, Rebar, and concrete placement on the piers	21.9%
RE6	Security and Access Reach 5	576+00 to 655+00	Active	No work during reporting period	0.0%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	No work during reporting period	0.0%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during reporting period	0.0%
RA7	Security and Access Reach 9	912+00 to 968+00	Active	Structural excavation to drive H-piles Finished Driving H-piles for Drain 14C Maintenance Bridge	11.7%
<b>Buildable Unit Group – Railroad Crossings</b>					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	No work during reporting period	99.5%
X72	BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly	311+61	Complete	No work during reporting period	99.1%
X73	BNSF Hillsboro crossing – BU3 – Bridge and Track	311+61	Active	Substructure concrete installation and riprap material deliveries both in progress	52.8%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Not Started	No work during reporting period	9.1%
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Not Started	No work during reporting period	18.3%
X81	BNSF Prosper crossing – BU1 – Shoofly	661+59	Complete	No work during reporting period	99.5%
X82	BNSF Prosper crossing – BU2 – Tie-in to Shoofly	661+59	Complete	No work during reporting period	98.8%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Active	Pedestal base installation/drilling and installation in progress	58.3%
X84	BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail	661+59	On Hold	Sub-ballast placement was partially completed except for the abutments.	12.4%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	Developer's assessment of BU % complete – see footnote <sup>5</sup>
X85	BNSF Prosper crossing – BU5 – Removal of Shoofly	661+59	Not Started	No work during reporting period	15.7%
X91	BNSF K.O. crossing – BU1 – Shoofly	870+87	Complete	No work during reporting period	99.3%
X92	BNSF K.O. crossing – BU2 – Tie-in to Shoofly	870+87	Complete	No work during reporting period	90.9%
X93	BNSF K.O. crossing – BU3 – Bridge and Track	870+87	Active	H-pile installation complete. Substructure concrete ongoing	27.1%
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	On Hold	Sub ballast placement was partially complete except the abutments	6.7%
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Not Started	No work during reporting period	13.1%
Utility Adjustments					
AT1	AT&T Reach 8 @ Design (COM-ATT-871+00)	871+00	Active	Partial removal of abandoned utility	99.6%
DC1	Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
DC2	Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00)	1171+00	Active	Utility removal at the east side of the channel	99.7%
F09	CenturyLink - Reach 4 @ Design (COM-CLN-571+50)	571+50	Active	Utility removal at the levee footprint	98.2%
F10	CenturyLink - Reach 4 @ Design (COM-CLN-571+61)	571+61	Active	Utility removal at the levee footprint	98.2%
F12	CenturyLink - Reach 6 @ Design (COM-CLN-679+11)	679+11	Active	Utility removal at the levee footprint	98.9%
F13	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1))	851+00	Active	Utility removal at the levee footprint	99.1%
F14	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2))	851+00	Active	Utility removal at the levee footprint	99.1%
F15	CenturyLink - Reach 7 @ Design (COM-CLN-852+00)	852+00	Active	Utility removal at the levee footprint	99.1%

<b>Buildable Unit</b>	<b>Description</b>	<b>Station</b>	<b>Status observed by the PMC</b>	<b>Progress during reporting period as observed by the PMC – see footnote<sup>4</sup></b>	<b>Developer's assessment of BU % complete – see footnote<sup>5</sup></b>
F18	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F19	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F20	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F22	CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1))	978+00	Active	Conduit installation at the bridge abutments	90.4%
F25	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2))	1118+00	Active	Utility removal at the levee footprint	97.5%
F26	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1))	1180+00	Active	Utility removal at the levee footprint	97.5%
F27	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2))	1171+00	Active	Utility removal at the levee footprint	99.6%
F28	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1))	1171+00	Active	Utility removal at the levee footprint	99.6%
F34	CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1))	1490+00	Active	Cable installation by Third Party	100.0%
MP1	Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12)	54+12	Active	Temporary relocation at CR 4-31 and Drain 29	51.5%
MS2	Midcontinent - Reach 7 @ Design (COM-MCC-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
MS4	Midcontinent - Reach 10 @ Design (COM-MCC-982+000)	982+00	Active	Conduit installation at the bridge abutments	90.4%
MS5	Midcontinent Reach 11 @ Design (COM-MCC-1171+00)	1171+00	Active	Utility removal at the levee footprint	99.5%
P02	Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84)	51+84	Active	Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN	99.6%
P09	Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00)	851+00	Active	Utility removal at the levee footprint	99.3%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>4</sup>	Developer's assessment of BU % complete – see footnote <sup>5</sup>
P14	Cass County Electric Reach 10 @ Design (ELC-CCC-979+00)	979+00	Active	Conduit installation at the bridge abutments	90.3%
W03	Cass Rural Water - Reach 1 @ Design (WAT-CRW-153+81)	153+81	Active	Lowering of the CRW at CR 31	99.3%
W05	Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98)	304+98	Active	Removal of utility	89.4%
W14	Cass Rural Water - Reach 9 @ Design (WAT-CRW-962+00)	962+00	Active	HDD and plow method installation, hydro pressure and disinfection tests	99.3%
W16	Cass Rural Water - Reach 11 @ Design (WAT-CRW-1119+00)	1119+00	Active	Utility removal at the levee footprint	99.7%
<b>Buildable Unit Group - Administration Building</b>					
AB1	Authority Administration Building - Settlement Works		Complete	No work during reporting period Monitoring erosion control measures for the winter.	0.0%
AB2	Authority Administration Building - Building Works		Not Started	No work during reporting period	0.0%

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted <sup>6</sup>	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Withdrawn
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000.00	N/A	Withdrawn
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800.00	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	TBD	Ongoing
CE 007-02	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 2	May 4, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 008	Berlin Townships MOU Amendments	May 13, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 009	NDDOT MOU Amendments, Expansion Joints	May 24, 2022	Not submitted		Closed – Withdrawn by the RRVA
CE 010	Material Flood Event Sheyenne River on Gol Road Near Kindred	June 6, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 011	BNSF Delays	July 25, 2022	\$35,825,167.00* (*Includes CE 011, CE012 & CE 013)	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 012	BNSF Review Delays Prosper	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 013	BNSF Review Delays KO	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 014	Modified Permit Delay Impact	December 2, 2022	\$69,571,469.40	N/A	Closed – Submitted to TDRB
CE 015	Failure of a Third Party (BNSF) to Comply with Third Party MOU	October 18, 2023	\$25,704,786.00	N/A	Closed – Submitted to TDRB
CE 016	Contamination on Reach 9	November 6, 2023	\$106,844.28	TBD	Closed – Subject to dispute provision of the Project Agreement (Section 54.3)
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	TBD	Ongoing

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

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



**Attachment C – Authority Change Requests (ACRs)**

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR001-2022	Use of local roads	May 31, 2022	No Cost	N/A	Executed
ACR002-2022	Cass County – Change from Kansas Corral Rail to Texas Corral Rail	May 31, 2022	\$450,000.00	\$410,000.00	Paid
ACR003-2022	Attachment 3-25 Update	July 28, 2022	\$1,317,138.95	N/A	Ongoing
ACR004-2022	EAP Utilization Plan	September 2, 2022	No Cost	N/A	Executed
ACR005-2022	Amend TR Section 2.2.6.1(2) to include re-baselining PBS for Compensation Events and approved Change Orders	October 18, 2022	N/A	N/A	Withdrawn
ACR006-2022	Cass County Drain 14C	October 18, 2022	(\$662,360.00)	(\$950,000.00)	Executed
ACR007-2022	NDDOT Conduits	December 2, 2022	\$337,475.14	\$283,940.32	Executed
ACR008-2022	CCRW connection of waterline from Res B to Res C	November 28, 2022	\$2,259,945.46	\$1,246,760.06	Paid
ACR009-2022	Township Mobility Improvements	December 23, 2022	N/A	N/A	Withdrawn
ACR010-2022	Acceleration of Tree Felling	December 21, 2022	\$1,000,000.00	N/A	Ongoing
ACR011-2023	MLGC FOC Installation in Mapleton Township	January 20, 2023	\$368,550.67	\$350,000.00	Executed
ACR012-2023	TR Section 3.10.3.1 (10)	January 24, 2023	No Cost	N/A	Executed
ACR013-2023	37th Street SE west of the Diversion Channel	January 26, 2023	(\$62,111.04)	N/A	Ongoing
ACR014-2023	Relocation of CRWUD waterline	February 2, 2023	\$48,449.58	N/A	Ongoing
ACR015-2023	Deletion of requirement to establish and maintain Woodland Species (Att 3-21 Woodland Species)	May 10, 2023	N/A	N/A	Withdrawn
ACR016-2023	Aqueduct Design Sheyenne River	August 14, 2023	\$37,535,575.00	\$2,975,000.00	Partially Paid
ACR017-2023	River Inlets and Drain Inlets	August 31, 2023	No Cost	N/A	Executed
ACR018-2022	CR 10 to 166th Ave. Connection	September 27, 2023	\$178,278.79	N/A	Ongoing
ACR019-2023	38th St. NW connection to the MRT connected to Project ROW (Access south of BNSF KO line)	September 27, 2023	\$37,247.13	N/A	Ongoing
ACR020-2023	Updates to Project Agreement, Exhibit 4 (Project Land)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR021-2023	Attachment 3-14 update (related to Exhibit 4)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR022-2023	Aqueduct Design Maple River	December 22, 2023	\$15,459,470.80	\$2,975,000.00	Partially Paid
ACR023-2024	38th Street W Interim Connection (roadway connection south of I-94)	February 7, 2024	\$135,735.28	\$115,000.00	Executed
ACR024-2025	Road Connection in Harwood Township	February 6, 2025*	\$7,468,785.89	TBD	Ongoing
ACR025-2025	AAB Modifications	TBD	TBD	TBD	Pending issue



**Attachment D – RRVA Change Requests (DCRs)**

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-001	Deletion of Preliminary Design Report Submission for Diversion Channel Bus/Move to 60% design	March 25, 2022	No Cost	N/A	Executed
DCR2022-002-1	Change Definition of Days – Part 1	April 20, 2022	No Cost	N/A	Executed
DCR2022-002-2	Change Definition of Days – Part 2	April 20, 2022	No Cost	N/A	Executed
DCR2022-003	Change the Calculation Methodology of Designing Sizes of Ripraps	June 3, 2022	N/A	N/A	Rejected
DCR2022-004	Amendment to Re-Submitting to Submit Next Step Buildable Units	July 14, 2022	No Cost	N/A	Executed
DCR2022-005	Amendment to Combine PDF drawing file for Submittals	June 30, 2022	No Cost	N/A	Executed
DCR2022-006	Change Cass County Review Period for Specific Buildable Units Reports and Submittals	July 14, 2022	No Cost	N/A	Executed
DCR2022-007	Deletion of Demolition Buildable Units Reports	July 14, 2022	No Cost	N/A	Executed
DCR2022-008	Change Location of maintenance Road/Trail on the left EMB	July 14, 2022	No Cost	N/A	Executed
DCR2022-009	Maple River Aqueduct Spillway Design and Operational Changes	December 5, 2022	\$3,500,000.00	\$3,500,000.00	Paid
DCR2022-010	Changing Dead End Termination Types for Local Roads at Diversion Channel	October 5, 2022	\$50,000.00	\$17,440.50	Paid
DCR2022-011	Amend Number of Individuals for Cultural Resource/Archaeological Monitoring	July 13, 2022	No Cost	N/A	Executed
DCR2022-012	ITP Submittal Requirement from R&C to FIO	July 28, 2022	N/A	N/A	Rejected
DCR2022-013	Amendment for the Expansion Joint Details of NDDOT	January 24, 2022	N/A	N/A	Withdrawn
DCR2022-014	Project Office	August 10, 2022	No Cost	N/A	Executed
DCR2022-015	Amendment in Submitting Native Files before RFC Documents	August 15, 2022	No Cost	N/A	Executed
DCR2022-016	Amendment O&M QMP Implementation	August 18, 2022	No Cost	N/A	Executed
DCR2022-017	Amendment in Considering Temporary Flow	September 27, 2022	N/A	N/A	Withdrawn
DCR2022-018	Amendment to Design Quality Management Plan Technical Requirements	August 30, 2022	No Cost	N/A	Executed
DCR2022-019	SWPP NPDES	September 7, 2022	No Cost	N/A	Executed
DCR2022-020	Exhibit 5 technical Requirements Volume 4 Wetlands	September 26, 2022	No Cost	N/A	Executed
DCR2022-021	Proposed edits on TR 2.10.1 (Executive Council Meetings)	March 10, 2023	No Cost	N/A	Executed
DCR2022-022	Local Drainage Freeboard Variance	October 27, 2022	No Cost	N/A	Executed
DCR2022-023	Combination of Local Drainage with Diversion Channel Buildable Units	November 2, 2022	N/A	N/A	Withdrawn
DCR2022-024	Key Personnel Project Information Officer and Land Manager	January 24, 2023	No Cost	N/A	Executed

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-025	Seed Mixes	June 8, 2023	No Cost	N/A	Executed
DCR2022-026	Cultural Resources OIN 936	December 16, 2022	N/A	N/A	Withdrawn
DCR2022-027	BNSF Comments Raised in the Design Review Process	December 19, 2022	N/A	N/A	Rejected
DCR2022-028	Key Personnel RRVA's Project Quality Monitor	February 2, 2023	No Cost	N/A	Executed
DCR2022-029	Design Deliverables Schedule and Electronic Deliverables Tracking Log Submissions	February 1, 2023	No Cost	N/A	Executed
DCR2023-030	Acceleration measures due to BNSF Delays	February 16, 2023	\$195,113.13	\$195,113.13	Paid
DCR2023-031	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.3(1) – 85% Compaction and Plow Installation of Utilities	March 3, 2023	No Cost	N/A	Executed
DCR2023-032	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.5(2) – Grouting of HDD	March 3, 2023	(\$154,000.00)	N/A	Rejected
DCR2023-033	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.5.5(5) – RFC Hardcopies	February 28, 2023	No Cost	N/A	Executed
DCR2023-034	Dispute Resolution Board -Exhibit – Part 1 Clause 2.2	March 21, 2023	No Cost	N/A	Executed
DCR2023-035	Section 2.11.10.2 SWPPP NPDES, (2) & (4)	March 23, 2023	No Cost	N/A	Executed
DCR2023-036	Dispute Resolution Board – Exhibit Part 2 SECTION 1.4	N/A	N/A	N/A	Pending – Not submitted
DCR2023-037	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Rs 3.3.1. ("Transitions for Legal Drains")	April 18, 2023	N/A	N/A	Rejected
DCR2023-038	Amendment Exhibit 1 Definitions	April 18, 2023	N/A	N/A	Rejected
DCR2023-039	Vol 1 Art 7 Section 7.3 (b) Definitions ("Discretionary Submittals)	April 18, 2023	N/A	N/A	Rejected
DCR2023-040	Exhibit 1 Definitions Noncompliance Start Date and Time	April 19, 2023	N/A	N/A	Rejected
DCR2023-041	TR Attachment 4-1 Performance and Measurement Table	May 2, 2023	No Cost	N/A	Executed
DCR2023-042	Levee Monitoring	June 28, 2023	N/A	N/A	Rejected
DCR2023-043	Deletion of Dead-End Termination Reach 8 and Reach 14 BU Reports	August 30, 2023	N/A	N/A	Withdrawn
DCR2024-044	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	March 7, 2024	N/A	N/A	Rejected
DCR2024-045	I-29 & I-94 Duration Ramp Closure	March 15, 2024	No Cost	N/A	Executed
DCR2024-046	Interim Completion Element	June 12, 2024	No Cost	N/A	Rejected
DCR2024-047	Section 2.2.4.5 Quarterly As-Built Drawing Update	June 17, 2024	No Cost	N/A	Rejected
DCR2024-048	Aqueduct Gate Considerations in H&H Model – Amendment to Section 3.5.1.3 (2) (d) of the TR	August 23, 2024	No Cost	N/A	Withdrawn
DCR2024-049	Cass County Ditch Requirement	August 7, 2024	\$3,903,546.12	N/A	Rejected

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

**Attachment E – Pay Unit Summary**

ICE No.	Element Description	Pay Unit	Value	Interim Completion Certificate Date	Invoice Date	*Date Paid
ICE32-353802	BNSF KO Shoofly East Bound Crossing	35	\$3,472,708.00	2/7/2025	2/28/2025	3/26/2025
ICE32-353802	BNSF KO Shoofly West Bound Crossing	38	\$3,472,708.00	2/7/2025	2/28/2025	3/26/2025
ICE29-003202	BNSF Proper Shoofly	32	\$3,195,335.00	2/7/2025	2/28/2025	3/26/2025
ICE26-002902	BNSF Hillsboro Shoofly	29	\$4,249,352.00	2/7/2025	2/28/2025	3/26/2025
Total			\$14,390,103.00			

- Additional Milestone payments are due to the Developer within 30 calendar days upon receipt of an approved invoice.

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

<b>Assessed Noncompliance Points for Cured Nonconformances</b>					
<b>NCR Number</b>	<b>Title/Description</b>	<b>Maximum NCPs</b>	<b>Recommended NCPs</b>	<b>Assessed NCPs</b>	<b>Status</b>
NCR-00001	MFDA-NCR-0001 – Audit Program scheduling	2	2	2	
NCR-00017	MFDA-NCR-0003 – Lack of full-time engagement for key personnel: RRVA’s public information officer and D&C contractor’s land manager	27	27	0	
NCR-00019	MFDA-NCR-0004 – Lack of timely issuance for the May 2022 Monthly Performance Report	0	0	0	
NCR-00028	Lack of timely issuance for the July 2022 Monthly Performance Report by Aug. 10, 2022	0	0	0	
NCR-00041	MFDA-NCR-0012 – Lack of implementing effective corrective actions to prevent recurrence of Nonconformances associated with late issuance of meeting minutes	18	0	0	
NCR-00042	MFDA-NCR-0013 – Start of construction work without RFC documents and without resolving Authority’s comments	3	3	3	
NCR-00043	MFDA-NCR-0014 – Start of construction work without submitting an Inspection and Test Plan	3	3	3	
NCR-00044	Starting construction work on permanent works in Reach 01 without having an approved Inspection and Test Plan	9	6	6	
NCR-00045	Start of construction on permanent works in Reach 01 without complete RFC document package	9	6	6	
NCR-00046	Starting horizontal directional drilling work without having an approved Inspection and Test Plan for Cass Rural Water (W02) 84+03	3	3	3	
NCR-00047	Starting horizontal directional drilling work without having a complete RFC package for Cass Rural Water (W02) 84+03.	6	0	0	
NCR-00048	Lack of submitting ECS Certification for Channel Reach 2 prior to commencement of construction	4	4	4	
NCR-00051	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.15	18	4	0	
NCR-00053	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.19	18	16	14	
NCR-00072	MFDA-NCR-0015 – Start of construction work without resolving Authority’s comments for drilling operations ITP WAT-CRW-309+20	6	6	6	
NCR-00073	Starting construction work without having an approved Inspection and Test Plan for Cass Rural Water (W03) 153+81	3	3	3	
NCR-00078	MFDA-NCR-0020 – Start of construction work without RFC Documents E40-F04 COM-CLN-156+09/156+20	3	3	3	
NCR-00079	MFDA-NCR-0021 – Start of construction work without RFC documents F07 COM- CLN-310+66; P04 – ELE-CCE-309+58	3	3	3	
NCR-00080	Start of construction work without approved Inspection and Test Plan documents E40-F04 COM-CN-156+09/156+20	3	3	3	
NCR-00081	Start of construction work without approved Inspection and Test Plan documents F07 COM-CLN-310+66; P04 – ELE-CCE-309+58	3	1	1	
NCR-00082	MFDA-NCR-0024 – Start of construction work without accepted ITP for wick drains installation at BU-G11 CR 4/31	0	0	0	

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00084	MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02	9	9	9	
NCR-00086	October 2022 Audit, DQP 3.10(2) – DCS workflows are not used in the returning of shop drawings as outlined in Procedure 4.d	12	0	0	
NCR-00087	October 2022 Audit, DQP 3.14(1) – DM hasn't provided the initial review of the RFI per Procedure 1, DJV has a new role, the DSCS who is providing the review	12	0	0	
NCR-00088	No signature has been provided on the RFI response per Procedure 4	12	0	0	
NCR-00089	Procedure 5, prior notification of the RFI response to ASN was made in some reviews, but not all reviews	12	0	0	
NCR-00093	MFDA-NCR-0028 – Incorrect Engineer of Record signing and sealing Design Deliverables E40-W03 – WAT-CRW-153+81	18	18	0	
NCR-00094	MFDA-NCR-0029 – Unapproved key personnel, core staff discipline, staff and specialist performing the work	6	0	0	
NCR-00097	MFDA-NCR-0033 – Lack of implementing Design Quality Procedure DQP 3.7	18	18	18	
NCR-00098	MFDA-NCR-0031 – Incorrect Engineer of Record signing and sealing Design Deliverables E30-G11 – CR4 31 Crossing	18	18	0	
NCR-00099	MFDA-NCR-0034 – Lack of CQMP procedure associated with processes leading into issuance of record drawings	360	200	200	Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00100	The Project Quality Monitor did not attend the project office during the Month of November (2022)	3	0	0	
NCR-00110	MFDA-NCR-0036 – Lack of issuing Federal Compliance Report for year 2022	28	14	14	
NCR-00112	Lack of RRVA not having a RRVA's Local Affairs Project Manager on staff	12	12	12	
NCR-00123	MFDA-NCR-0039 – Lack of implementing the process for checking and reviewing design deliverables as described in DQP 3.3 Design Deliverables Drawing Review	114	50	50	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00134	MFDA-NCR-0049 – Lack of implementing the process for checking and reviewing design deliverables	104	40	40	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00147	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F09) at 571+50	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00148	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F10) at 571+61	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00151	MFDA-NCR-0054 – Starting work without accepted ITP (F11)	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00154	Identification of NC in the CQMP May 2023 Audit – Tracking Completion of BUs and PEs	68	4	4	
NCR-00155	Identification of NC in the CQMP May 2023 Audit – Coordination of CQM and CM for coordinating completion of each PE and BU	68	0	0	
NCR-00171	MFDA-NCR-0056 – Starting work without accepted ITP	6	3	3	Compensation Event Notice CE 027 – Issuance of NCRs by Authority

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00172	MFDA-NCR-0057 – Starting work without accepted ITP	3	3	3	Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00174	MFDA-NCR-0055 – Starting work without accepted ITP	6	3	3	Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00180	Lack of RRVA not having a safety coordinator on staff	0	0	0	
NCR-00185	MFDA-NCR-0064 – Starting work without accepted revised safety plan	109	11	11	Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00199	MFDA-NCR-0075 – Lack of erosion and sedimentation protection	2	2	2	
NCR-00207	MFDA-NCR-0076 – Lack of registering Nonconformance	12	12	12	Written Protest issued by the Developer
NCR-00208	MFDA-NCR-0077 – Lack of compliance with work zone traffic	1	1	1	
NCR-00222	MFDA-NCR-0084 – Lack of conducting audit in accordance with the Audit Program	6	6	6	Written Protest issued by the Developer
NCR-00224	MFDA-NCR-0085 – Utilized compaction equipment for levee and EMB fill	130	2	2	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00247	Starting construction work without having an approved Inspection and Test Plan for BNSF Prosper settlement activities	21	0	0	
NCR-00254	MFDA-NCR-0096 – Failure to provide timely notification of Hazardous Environmental Condition	55	0	0	
NCR-00309	R36 – I-94 1-Week Ramp Closure	5	5	5	
NCR-00347	Key Personnel Position – D&CC-CQMP position not filled	9	9	9	Previous reporting included incorrect status.
NCR-00362	C02 (Tree Planting) – Starting Construction Work without having an approved ITP	0	0	0	
NCR-00363	Key Personnel Position – D&CC – CM position not filled	0	0	0	
<b>Total</b>		<b>1407</b>	<b>551</b>	<b>482</b>	

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

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00096	MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates	708	708**		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00109	MFDA-NCR-0035 – Lack of issuing updated PBS and WBS as a result of Buildable Unit changes identified in the Project Status Schedule Update for December 2022	631**	631**		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance



Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00242	MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units)	369	369		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00253	MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition	159	159		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00264	MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256)	738	738		NCPs continue to accrue. Letter issued by the Developer contesting the Nonconformance was issued.
NCR-00323	MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates	291**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00324	MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS	291**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00325	MFDA-NCR-0110 – Lack of including activities in PBS	291**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00327	MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan	369	369		NCPs continue to accrue. Nonconformance objected to by the Developer and responded to
NCR-00330	MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS	291**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00380	Lack of updates to the H&S Organizational Chart	196	196		NCPs continue to accrue. Letter contesting the Nonconformance was issued by the Developer and responded to
<b>Total</b>		<b>4,334</b>	<b>3,170</b>		

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

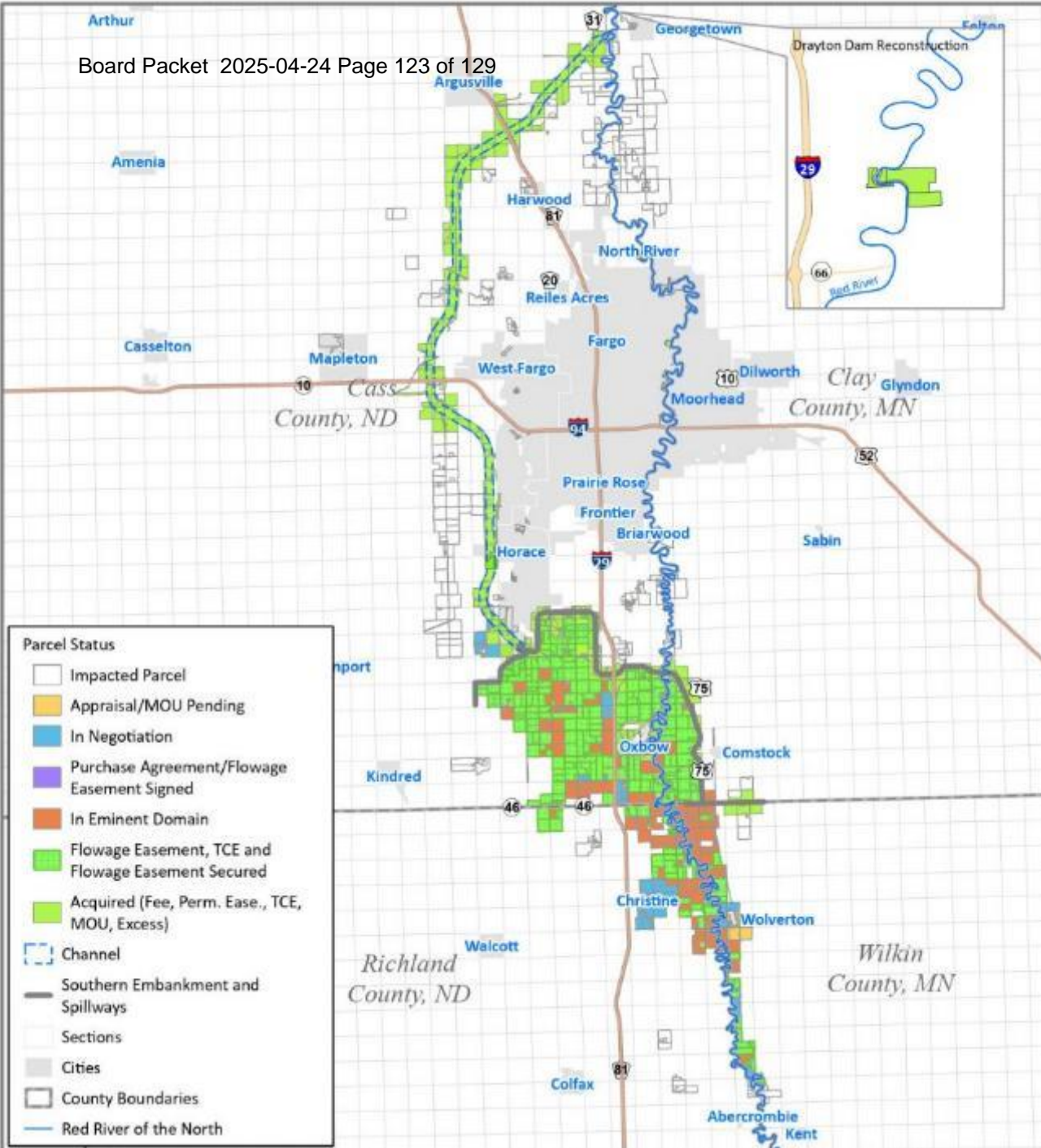


# Lands Status Report

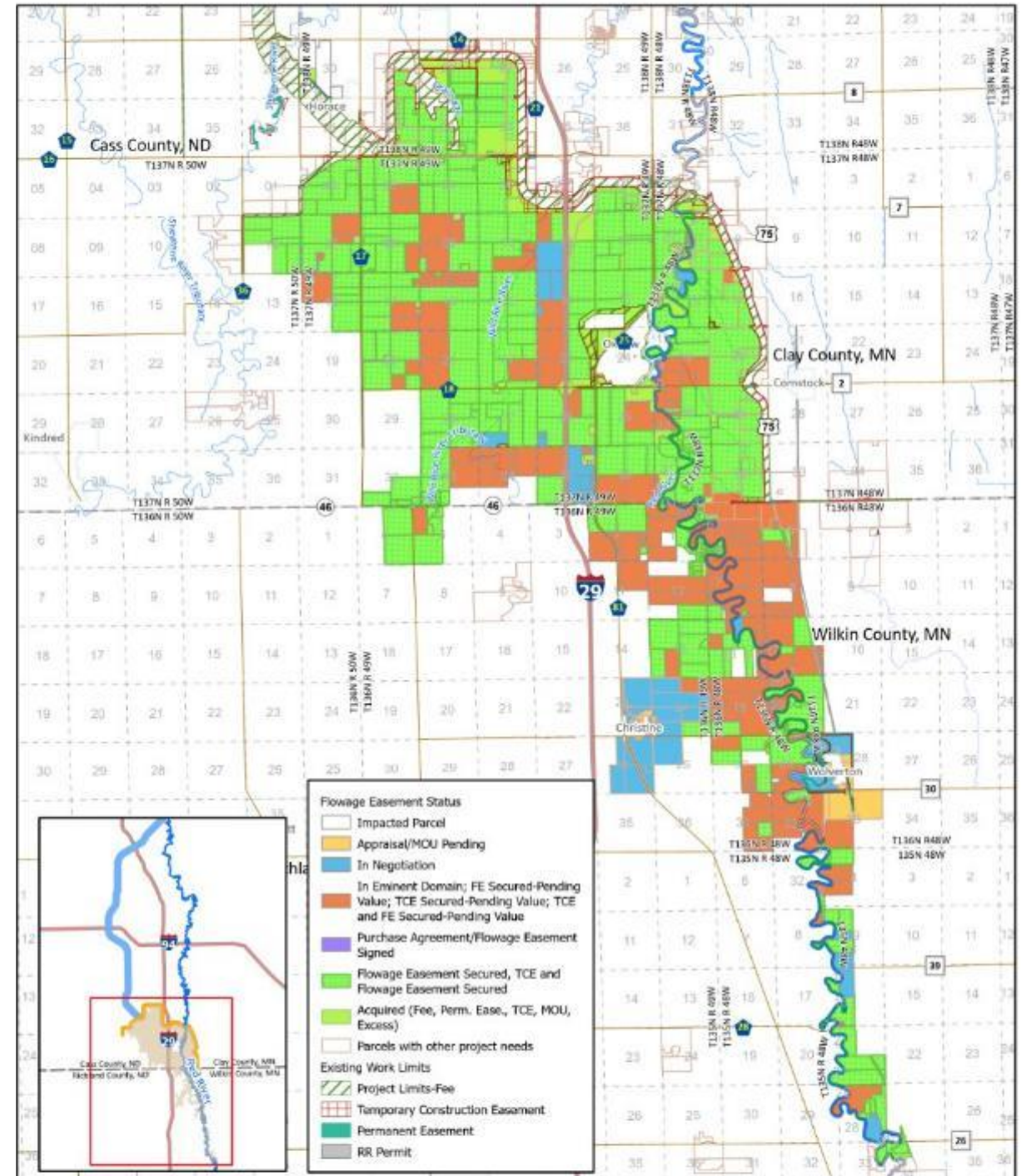
April 2025







Information depicted may include data unverified by AET5. Any reliance upon such data is at the user's own risk. AET5 does not warrant this map or its features are either spatially or temporally accurate.



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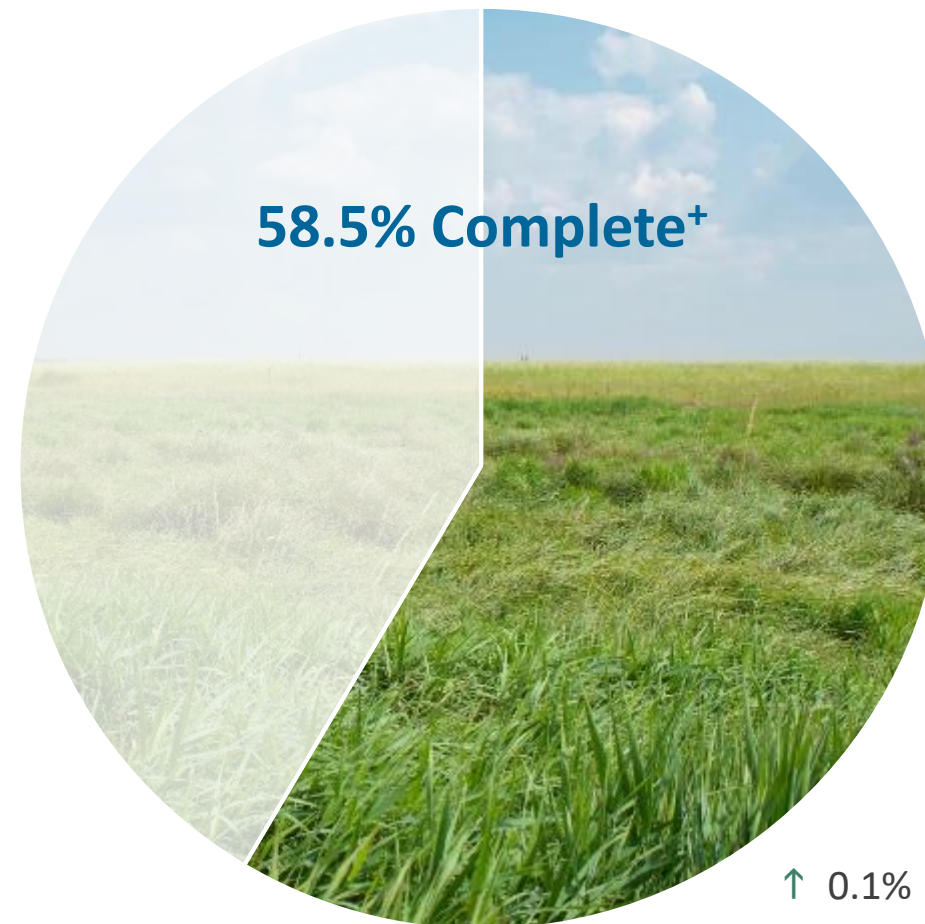
# Property Acquisition Progress

Construction Footprint<sup>\*</sup>



No Change

UMA Footprint<sup>\*\*</sup>

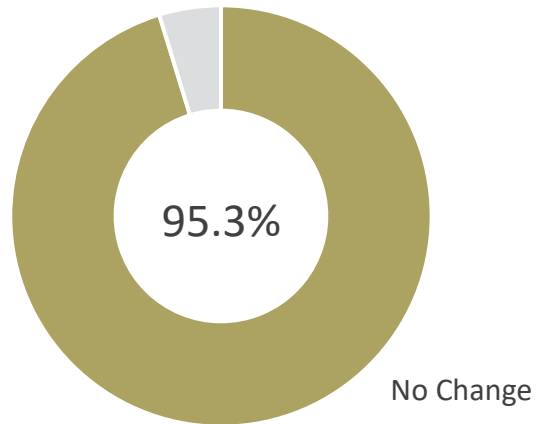


↑ 0.1% MoM

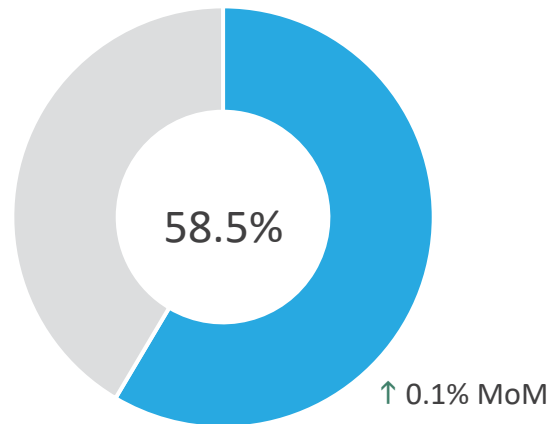
<sup>\*</sup> Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

<sup>\*\*</sup> Includes parcels for Christine and Wolverton  
As of April 15, 2025

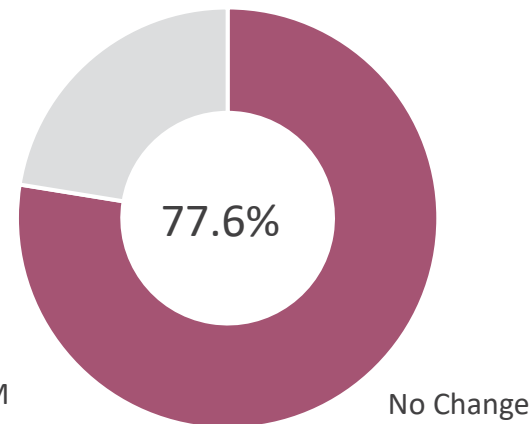
# Property Acquisition Progress by Location



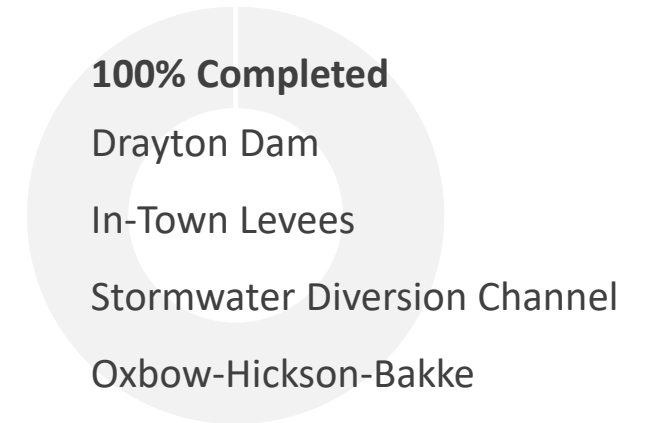
Southern Embankment & Associated Infrastructure



Upstream Mitigation Area

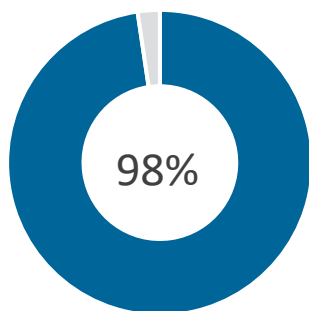


Environmental Monitoring Easements



# Landowner Overview

## Construction Footprint\*

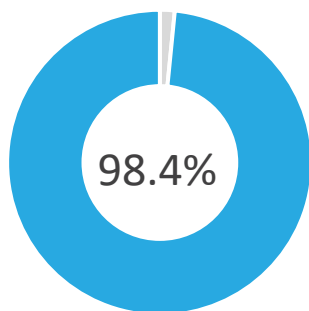


### 298 Owner Groups

264 in ND & 35 in MN<sup>+</sup>

292 settlements achieved  
0 ongoing negotiations  
7 in litigation

98% of owner groups have settled

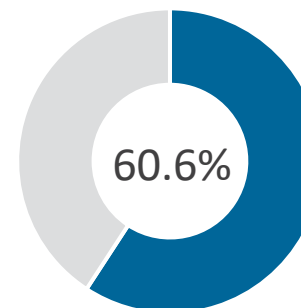


### 576 Parcels

567 settlements achieved  
0 ongoing negotiations  
9 in litigation

98.4% of parcels have been acquired

## UMA Footprint\*\*

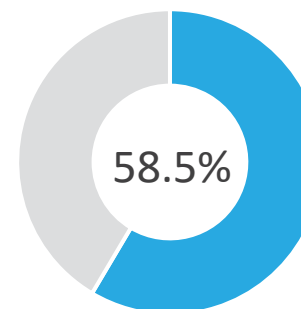


### 292 Owner Groups

223 in ND & 71 in MN<sup>+</sup>

177 settlements achieved  
51 ongoing negotiations  
71 in litigation

60.6% of owner groups have settled



### 651 Parcels

381 settlements achieved  
99 ongoing negotiations  
171 in litigation

58.5% of parcels have been acquired

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

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

\*\* Includes Christine and Wolverton parcels

# Key Activities



- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 2 parcels / 2 owners in the UMA and Sheyenne River Benching area of the Project**
- **Completing appraisal reports for Christine area flowage easements and Horace Mobility Improvements**
- **Continuing the process of disposing of Excess Lands**
  - 43 parcels / 739.92 acres have been approved as Excess Lands
    - 12 parcels / 265.85 acres are moving through the Policy
    - 31 parcels / 474.07 acres have been sold or pending closing
- **Completed staking of farmable areas adjacent to active construction sites along the SEAI**
- **Issued vacate notices for occupied Minnesota properties**

# Land Agent Reports



## CCJWRD

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

## MCCJPA

- Providing relocation advisory and claim preparation services to people that are moving
- Providing final walk-through assistance as needed
- Processing RIMP reimbursement requests
- Assisting with mediations and settlement negotiations
- Conducting negotiations for Wolverton flowage easements



3/21/2025

B: SS/KAC (prior to 2022)			split		split		split		split		TOTAL TO			
3/21/2025			94% to MFDA		6% to County		at 2% Sales Tax		62.5% MFDA		37.5% COF		MFDA - ANNUAL	
			(1.25% tax)						(0.75%) tax COF					
Pymt Date	month collected	Amount	County Collections	County Growth %	Amount	City Collections	City Growth %	Amount	City Collections	City Growth %	Amount	City Collections	City Growth %	Amount
			1,693,238.03	-10.4%	1,591,644	101,594			5,036,855.11	-9.7%	3,148,034	1,888,821		4,739,678
3/21/2025	Jan-25	Cass County	1,693,238.03					City of Fargo	5,036,855.11					
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						