

Finance Committee Agenda

Diversion Authority Finance Committee

April 23, 2025 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from March 26, 2025
[Attachment 00.01] (Pg. 2)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 5)
5. Finance Report
[Attachment 01.00] (Pg. 26)
6. Cash Budget Report
[Attachment 02.00] (Pg. 48)
7. MOUs and Agreements
[Attachment 03.00] (Pg. 55)
 - a. Danielson & MFDA Ballast Removal TCE [Attachment 03.01] (Pg. 57)
 - b. Rush River WRD & MFDA MOU Amendment 2 [Attachment 03.02] (Pg. 67)
8. DA Board Approval Contracting Actions & Budget Amendments
[Attachment 04.00] (Pg. 84)
 - a. CCEC Task Order 23, Amendment 0 [Attachment 04.01] (Pg. 86)
9. Other Business
 - a. MN Funding Update
10. Next Meeting: May 21, 2025
11. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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

Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – March 26, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on March 26, 2025.

Members present: Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; David Ebinger, Clay County Commissioner; Mike Redlinger, Administrator, City of Fargo; Mike Rietz, Assistant City Manager, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner; Shelly Carlson, Mayor, City of Moorhead and Tony Grindberg, Cass County Commissioner.

Member(s) absent: Brandy Madrigga, Cass County Finance Director.

1. CALL TO ORDER

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

2. APPROVE THE MINUTES FROM THE FEBRUARY 2025 MEETING

MOTION PASSED

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

3. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

Mr. Ebinger moved to approve the order of the agenda and Ms. Thompson seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through March 19, 2025, total \$1,344,567, and are payable to the usual vendors, with the City of Fargo being the largest at \$947,590.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported that the sales tax receipts have been received from the City of Fargo and Cass County. Again, noting that they are reflected two months in arrears.

Ms. Thompson reported the total assets as of February 28, 2025, are \$333,191,238; liabilities total \$2,198,757, and the grand total net position is \$330,992,481.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Benson reported that that revenues for the month are tracking as anticipated and the expenditures are as well. Mr. Benson noted that the first milestone payment was made to the developer and an additional \$233,718,400, is anticipated to be paid in 2025.

7. MOUs AND AGREEMENTS

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

a. Ottertail Power Company & MFDA MURA

The purpose of this Master Utility Relocation Agreement (MURA) is to ensure a coordinated, time-efficient, and cost-effective process for completing the Utility Relocation Project, for coordinating operations and maintenance activities after completion of the Utility Relocation Project, and for the development of individual Task Orders issued in conjunction with, and subject to, the terms and conditions of the Agreement. The Authority, via its Member Entities, is required to obtain property rights in the form of a flowage easement from property owners where additional flood water is temporarily stored when the Comprehensive Project operates. The parties agree and acknowledge that the storage of additional flood water will flood property where the Utility owns easements and rights of way. As part of this MURA, the Utility authorizes the Authority, via its Member Entities, to temporarily store additional flood water in, on, over, and across its easements across Project Property.

MOTION PASSED

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

8. DA BOARD APPROVAL CONTRACTING ACTIONS

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

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 PRESENTED

Mayor Mahoney moved to approve items 8 a., i & ii., as presented and Mayor Carlson seconded the motion.

MOTION AMENDED AND PASSED

Mr. Grindberg moved to amend the previous motion to include the verbiage “not to exceed \$2,174,989” and Mayor Carlson seconded the amended motion. On a roll call vote, the motion carried.

b. LinnCo., Inc. - \$258,400

Task Order 11, Amendment 0 – WP38C Property Structure Mitigation – perform property mitigation services for WP38C on OINs 1093X and 5002.

MOTION PASSED

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

9. OTHER BUSINESS

a. MFDA Employee COLA Increase

Mr. Benson indicated that there will be no salary or COLA increases for MFDA staff in the next several years and asked that the MFDA follow the Cass County handbook for 2025 and future years.

MOTION PASSED

Mayor Mahoney moved to approve the recommended action and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

b. Minnesota Funding

Mr. Benson 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.

10. NEXT MEETING

The next meeting will be on April 23, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:34 PM.

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
wrp@casscountynd.gov
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

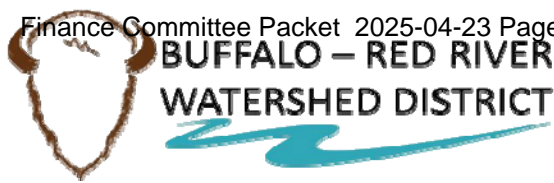
Melissa Hinkemeyer
Director

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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 Domain 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	Hertsgaard 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 Domain 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	Tinjum 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	Tinjum 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	Tinjum 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
					\$ -
					\$ -
					\$ -
					\$ -
	Total Amount Due				\$ 169,047.88
	Billed to date				\$ 879,530.67

Attorneys at Law

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

15-1395 (JTS) Invoice # 202187

Flood Diversion Board
Bond Counsel Work - PPP

Date: April 8, 2025

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
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
Total Fees:	326.2		\$130,260.30
Photocopies			\$24.00
Prof Service Fee Gwendolyn			\$8,875.00
Meals			\$64.47
Recording Fees			\$51.00
Total Expenses:			\$9,014.47
Grand Total			\$139,274.77

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

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

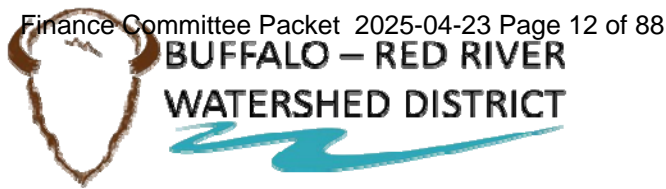
COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

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
TOTAL		\$130,260.30

*exp only

**BUFFALO - RED RIVER
WATERSHED DISTRICT**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
					\$ -
	Total Amount Due				\$ 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

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
Total Due This Invoice	\$101,616.24

* 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

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

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

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

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

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



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

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

Processed

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.

Net Amount:	47,042.00
Tax:	
Total Invoice Amount:	USD 47,042.00

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

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

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 Kurfirist	Senior Director	385.00	38.0	14,630.00
Kelsy Kurfirist	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
Total			128.6	47,042.00



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.

Net Amount:	25,049.50
Tax:	
Total Invoice Amount:	USD 25,049.50

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

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

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

Name	Title	Rate	Hours	Amount
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
Total			70.4	25,049.50

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
2	Construction	Cass Rural Water District	\$4,847.00
Total			\$11,074.25

CASSIDIA WATER DISTRICT
ENGINEERING FEES - PLAN REVIEW DIVERSION CHANNEL AND ASSOCIATED
INFRASTRUCTURE - 2024

<u>INVOICE</u>	<u>Invoice</u>	
<u>DATE</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
TOTAL		\$6,227.25



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

PAYABLE TO:

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

Invoice: INV011732

Date: 04/02/2025

Total: 99,877.13

Name: CITY OF FARGO

Account #: 198

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
wrđ@casscountynđ.gov
casscountynđ.gov



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

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
Total Due This Invoice	\$1,071.00

* 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

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

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

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

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

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

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

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
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
Total assets	313,244,826	571,205	313,816,031
Liabilities			
Vouchers payable	673,441	136,033	809,474
Retainage payable	69,970	-	69,970
Rent Deposit	18,250	-	18,250
Total liabilities	761,661	136,033	897,694
NET POSITION	\$ 312,483,165	\$ 435,172	\$ 312,918,337

Summary Of Expenses
EXP-2025-03

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
Full Time Staff / Salaries				\$104,038.61			
770-7910-429.20-01	03/04/2025	343535	Cass County Government	\$7,632.68	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,632.68			
770-7910-429.20-03	03/04/2025	343535	Cass County Government	\$160.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	03/04/2025	343535	Cass County Government	\$36.50	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$36.50			
770-7910-429.21-01	03/04/2025	343535	Cass County Government	\$6,316.49	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$6,316.49			
770-7910-429.21-02	03/04/2025	343535	Cass County Government	\$1,477.24	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,477.24			
770-7910-429.22-07	03/04/2025	343535	Cass County Government	\$9,852.32	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,852.32			
770-7910-429.25-00	03/04/2025	343535	Cass County Government	\$572.77	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Workers Compensation Benefits / Workers Compensation				\$572.77			
770-7910-429.33-37	27/03/2025	343403	HighRoad Partners, LLC	\$600.00	HR PARTNERS	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
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
Technical Services / Computer Services				\$3,417.27			
770-7910-429.53-20	03/04/2025	343535	Cass County Government	\$1,572.66	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$1,572.66			
770-7910-429.56-60	03/04/2025	343535	Cass County Government	\$1,205.30	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$1,205.30			

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
Out of State Travel / Out of State Travel Exp				\$2,311.21			
770-7910-429.59-20	03/04/2025	343535	Cass County Government	\$125.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Seminar & Conf. Instate				\$125.00			
770-7910-429.61-10	03/04/2025	343535	Cass County Government	\$175.95	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$175.95			
770-7910-429.68-30	03/04/2025	343535	Cass County Government	\$86.35	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$86.35			
770 Subtotal				\$139,580.35			
790-7910-429.33-20	03/04/2025	343556	EIDE BAILLY LLP	\$399.00	DIVERSION 1099'S	V00102	General & Admin. WIK
Other Services / Accounting Services				\$399.00			
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
Other Services / Legal Services				\$215,265.52			
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
Technical Services / Marketing / Public Relat.				\$28,911.45			
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
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.38-68	20/03/2025	343233	GA Group, PC	\$4,000.00	GOV RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	13/03/2025	342965	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			

Summary Of Expenses
EXP-2025-03

14 April 2025

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
Other Services / Engineering Services				\$177,094.45			
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
Other Services / Other Services				\$68,795.00			
790-7920-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$26,851.83	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$26,851.83			
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
Other Services / Construction Management				\$1,277,415.22			
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
Other Services / Engineering Services				\$447,046.06			
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
Other Services / Legal Services				\$2,170.00			
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
Other Services / Consulting Services				\$12,271.60			
790-7930-429.33-79	13/03/2025	342994	CH2M Hill Engineers Inc	\$20,812.63	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITION
Other Services / Construction Management				\$20,812.63			

Summary Of Expenses

EXP-2025-03

14 April 2025

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
Cleaning Services / Snow Clearing				\$2,220.00			
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
Energy / Electricity				\$339.00			
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
Other Services / Engineering Services				\$14,900.90			
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
Other Services / Quality Testing				\$49,208.40			
790-7950-429.33-25	20/03/2025	343298	OHNSTAD TWICHELL PC	\$1,458.64	REIMB OHNSTAD TWICHELL	V08801	RUSH RIVER-DRAIN EXPENSE
Other Services / Legal Services				\$1,458.64			
790-7950-429.33-32	06/03/2025	EK15240	SRF Consulting Group	\$198.95	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
Other Services / Appraisal Services				\$198.95			
790-7950-429.41-05	20/03/2025	343202	Cass Rural Water	\$30.00	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$30.00			
790-7950-429.73-52	27/03/2025	EK03250	Red River Valley Alliance LLC	\$14,390,103.00	RECORD DIVERSION MILESTONE	V11402	MILESTONE PAYMENTS
Infrastructure / Flood Control				\$14,390,103.00			
790-7950-429.73-58	24/03/2025	EK15240	City of Fargo	\$61,639.20	City of Fargo	V05419	STORM LIFT STATION #24
Infrastructure / Storm Sewer Systems				\$61,639.20			

Summary Of Expenses
EXP-2025-03

14 April 2025

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
Infrastructure / Utilities				\$293,113.37			
790-7952-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$6,001.25	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$6,001.25			
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
Other Services / Engineering Services				\$403,471.80			
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
Infrastructure / Flood Control				\$1,413,227.60			
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
Other Services / Other Services				\$29,497.17			
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
Insurance / Property Insurance				\$7,829.57			
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
Energy / Electricity				\$48,656.33			
790-7990-429.33-05	27/03/2025	343405	HOUSTON-MOORE GROUP L	\$53,851.85	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$53,851.85			

Summary Of Expenses

EXP-2025-03

14 April 2025

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

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

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

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

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

Legacy Bond Fund Balance Report
As of 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	

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

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 (1.25% tax)		37.5% COF (.75%) tax COF		MFDA - ANNUAL		
Pymt Date	month collected		Amount	County Collections	County Growth %			Amount	City Collections	City Growth %					
				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		</										



Diversion Authority Finance Committee Meeting

April 23, 2025

Cash Budget Report – March 2025

Annual Revenue Status

Revenue Sources	2025 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,250	\$0	\$8,230
Cass County Sales Tax	\$22,250	\$0	\$4,219
State of ND - Legacy Bond Fund Draws	\$87,265	\$206	\$19,361
State of ND - SRF	\$15,000	\$0	\$6,413
Financing Proceeds	\$7,500	\$1,041	\$4,555
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$0	\$0
Property Income	\$500	\$2	\$19
Miscellaneous	\$100	\$0	\$0
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$139	\$418
Cash on Hand	\$6,731	\$0	\$0
Total Revenue Sources	\$425,056	\$1,388	\$43,215

Overall Status – Level 1 Summary

Data Through Date: 28 March 2025

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2025 Budget	FY 2025 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$71.4	\$25.0	\$12,588,000	\$3,330,562	\$9,257,438
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$15.6	\$851.4	\$233,718,400	\$14,390,103	\$219,328,297
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$181.5	\$31.8	\$26,500,000	\$5,014,693	\$21,485,307
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$512.1	\$59.6	\$54,387,500	\$4,499,305	\$49,888,195
ENGINEERING & DESIGN FEES	\$98.5	\$67.3	\$31.2	\$9,680,000	\$2,402,257	\$7,277,743
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$123.8	\$41.6	\$17,926,000	\$2,718,605	\$15,207,395
DA CONSTRUCTION CONTINGENCY	\$163.9	\$9.4	\$154.5	\$381,600	\$281,600	\$100,000
3RD PARTY MOU MITIGATION	\$153.4	\$79.7	\$73.7	\$56,809,189	\$2,021,769	\$54,787,420
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$56.6	\$19.1	\$6,540,000	\$0	\$6,540,000
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.5	\$14.4	\$325,000	\$86,070	\$238,930
DEBT TRANSFERS TOTAL	\$330.3	\$5.8	\$174.2	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.0	\$1,213.6	\$1,528.1	\$425,055,689	\$34,744,964	\$390,310,725

Overall Status – Level 2 Detail

Data Through Date: 28 March 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$71.41	\$24.99	\$12,588,000	\$3,330,562	\$9,257,438
Management, Legal, Financial, Procurement P3	\$96.40	\$71.41	\$24.99	\$12,588,000	\$3,330,562	\$9,257,438
Milestone Payments to the Developer	\$867.05	\$15.64	\$851.41	\$233,718,400	\$14,390,103	\$219,328,297
Milestone Payments to the Developer	\$865.80	\$14.39	\$851.41	\$233,718,400	\$14,390,103	\$219,328,297
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$0	\$0	\$0
Other Mitigation / Construction	\$39.51	\$36.67	\$2.84	\$0	\$0	\$0
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.95	\$2.09	\$0	\$0	\$0
WP-50 Phase II Demo	\$3.30	\$3.18	\$0.12	\$0	\$0	\$0
ND / MN River Stage 37' Projects	\$213.30	\$181.45	\$31.85	\$26,500,000	\$5,014,693	\$21,485,307
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$90.97	\$16.33	\$26,500,000	\$5,014,693	\$21,485,307
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$512.14	\$59.56	\$54,387,500	\$4,499,305	\$49,888,195
Management, Legal, Financial, Procurement Lands	\$69.55	\$51.34	\$18.22	\$6,150,000	\$1,148,145	\$5,001,855
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.24	\$1.39	\$0	(\$3,500)	\$3,500
Southern Embankment & Assoc. Infrastructure	\$71.68	\$60.99	\$10.69	\$12,000,000	\$1,000	\$11,999,000
Mitigation & Assoc. Infrastructure	\$106.01	\$104.24	\$1.77	\$211,000	\$22,567	\$188,433
WP-38 Upstream Staging	\$184.84	\$158.32	\$26.52	\$36,026,500	\$3,331,093	\$32,695,407
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 28 March 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$67.29	\$31.21	\$9,680,000	\$2,402,257	\$7,277,743
Management, Legal, Financial, Procurement	\$39.47	\$28.10	\$11.37	\$8,850,000	\$2,165,222	\$6,684,778
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.98	\$2.15	\$675,000	\$141,098	\$533,902
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$5,000	\$0	\$5,000
Certification	\$0.05	\$0.00	\$0.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.70	\$12.65	\$150,000	\$95,937	\$54,063
Prog. Management/Legal/Financial/Procurement	\$165.43	\$123.80	\$41.63	\$17,926,000	\$2,718,605	\$15,207,395
Program Management Costs	\$103.23	\$76.90	\$26.33	\$8,124,000	\$1,648,456	\$6,475,544
Diversion Authority Operations	\$11.47	\$5.95	\$5.52	\$1,702,000	\$368,027	\$1,333,973
Program Financial Services	\$6.52	\$3.39	\$3.13	\$200,000	\$0	\$200,000
DA Legal Services	\$20.35	\$19.91	\$0.44	\$2,500,000	\$364,750	\$2,135,250
CCJWRD Legal Services	\$16.86	\$11.98	\$4.88	\$4,690,000	\$230,010	\$4,459,990
Outreach Costs	\$7.00	\$5.67	\$1.33	\$710,000	\$107,362	\$602,638
DA Construction Contingency	\$163.90	\$9.43	\$154.47	\$381,600	\$281,600	\$100,000
System Wide and P3 Comp Events Contingency	\$95.90	\$7.10	\$88.80	\$281,600	\$281,600	\$0
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$2.33	\$4.47	\$100,000	\$0	\$100,000
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 28 March 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$153.41	\$79.73	\$73.68	\$56,809,189	\$2,021,769	\$54,787,420
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.57	\$9.14	\$125,000	\$7,095	\$117,905
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$450,000	\$0	\$450,000
WP-46 SEAI / UMA Utility Relos	\$27.94	\$15.36	\$12.58	\$12,199,403	\$1,810,396	\$10,389,007
WP-47 Contracted Utility Relocations	\$9.39	\$4.03	\$5.36	\$5,685,000	\$0	\$5,685,000
WP-52 Township & City MOU Agreements	\$51.37	\$5.41	\$45.96	\$38,349,786	\$204,278	\$38,145,508
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.49	\$14.41	\$325,000	\$86,070	\$238,930
DA O&M (pre-SC)	\$14.90	\$0.49	\$14.41	\$325,000	\$86,070	\$238,930
Debt Transfers Total	\$330.30	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.00	\$1,213.61	\$1,528.09	\$425,055,689	\$34,744,964	\$390,310,725

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$259,695	\$894,493
Benefits	\$326,612	\$72,510	\$254,102
Office	\$82,200	\$19,975	\$62,225
Other	\$87,000	\$15,138	\$71,862
Totals *	\$1,650,000	\$367,317	\$1,282,683

* Includes pending costs



Diversion Authority Finance Committee Meeting

April 23, 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:

Metro Flood Diversion Authority

Temporary Construction Easement – Danielson

Horace Railroad - Arrowwood

OIN 7247 - Parcel: 15000012900030; 15000012900050; 01047000131000

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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

Metro Flood Diversion Authority

Temporary Construction Easement – Danielson

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OIN 7247 - Parcel: 15000012900030; 15000012900050; 01047000131000

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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

Metro Flood Diversion Authority

Temporary Construction Easement – Danielson

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OIN 7247 - Parcel: 15000012900030; 15000012900050; 01047000131000

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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.

Metro Flood Diversion Authority

Temporary Construction Easement – Danielson

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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

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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

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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.

**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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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

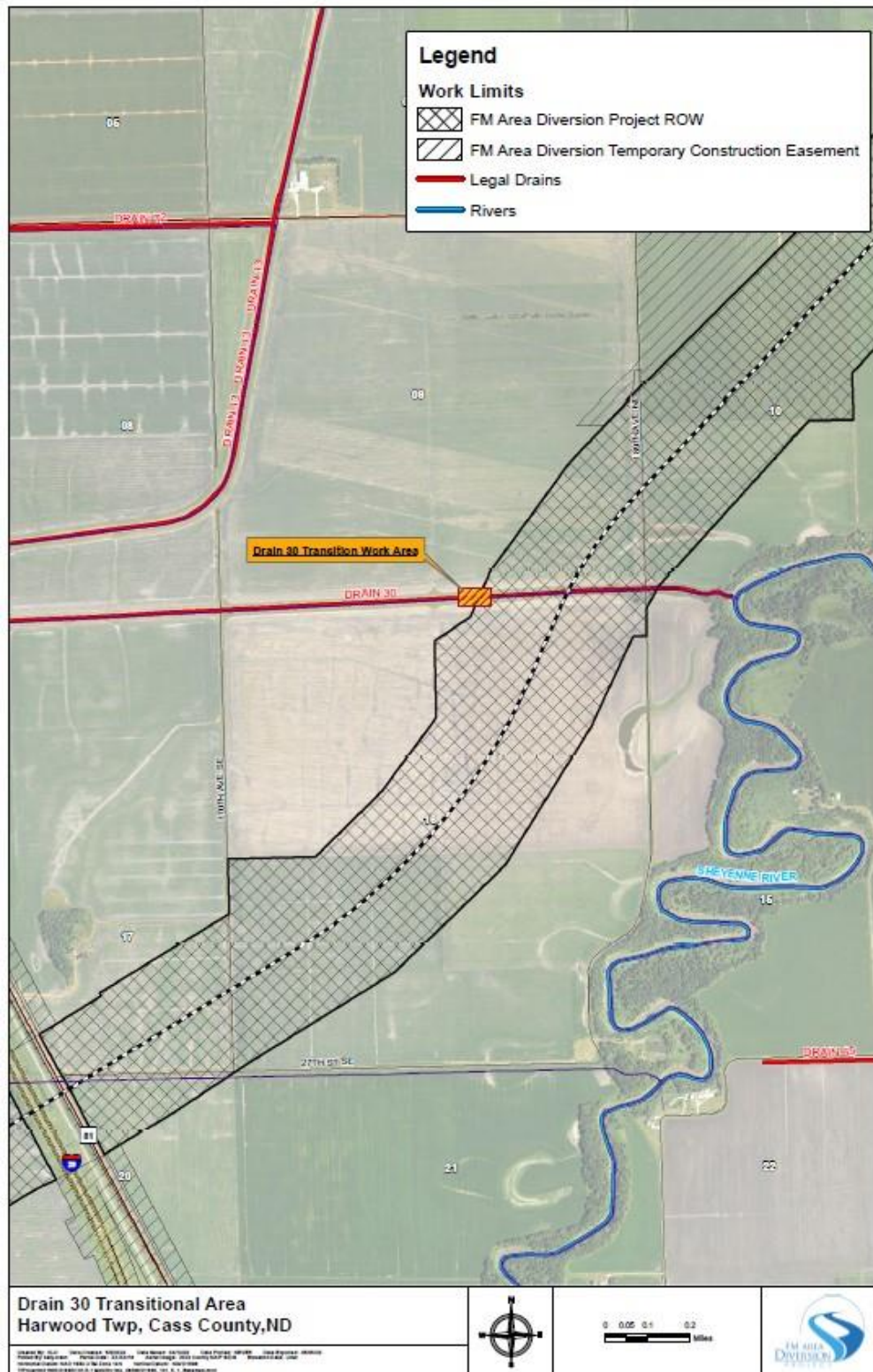


Exhibit B

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 12

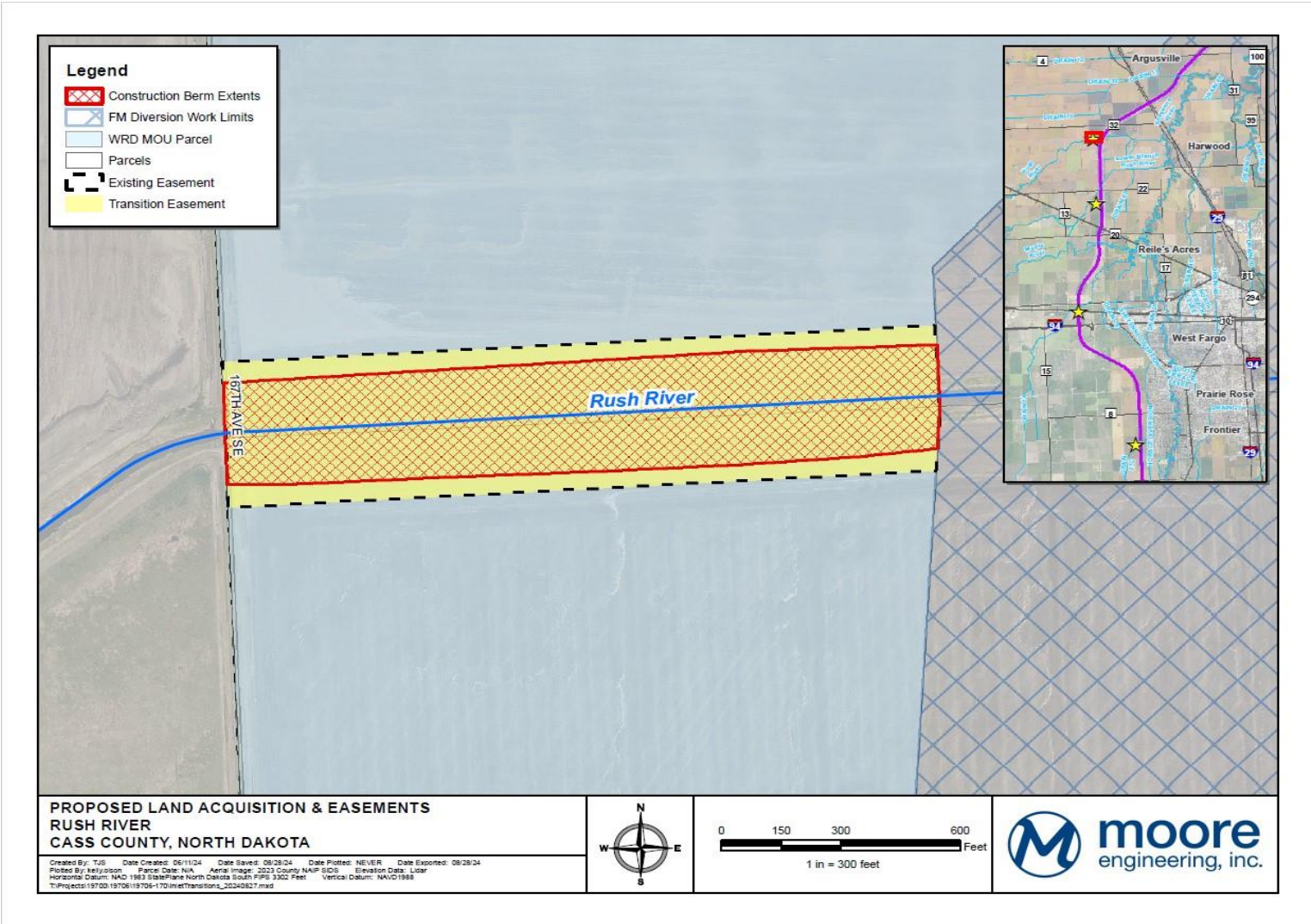
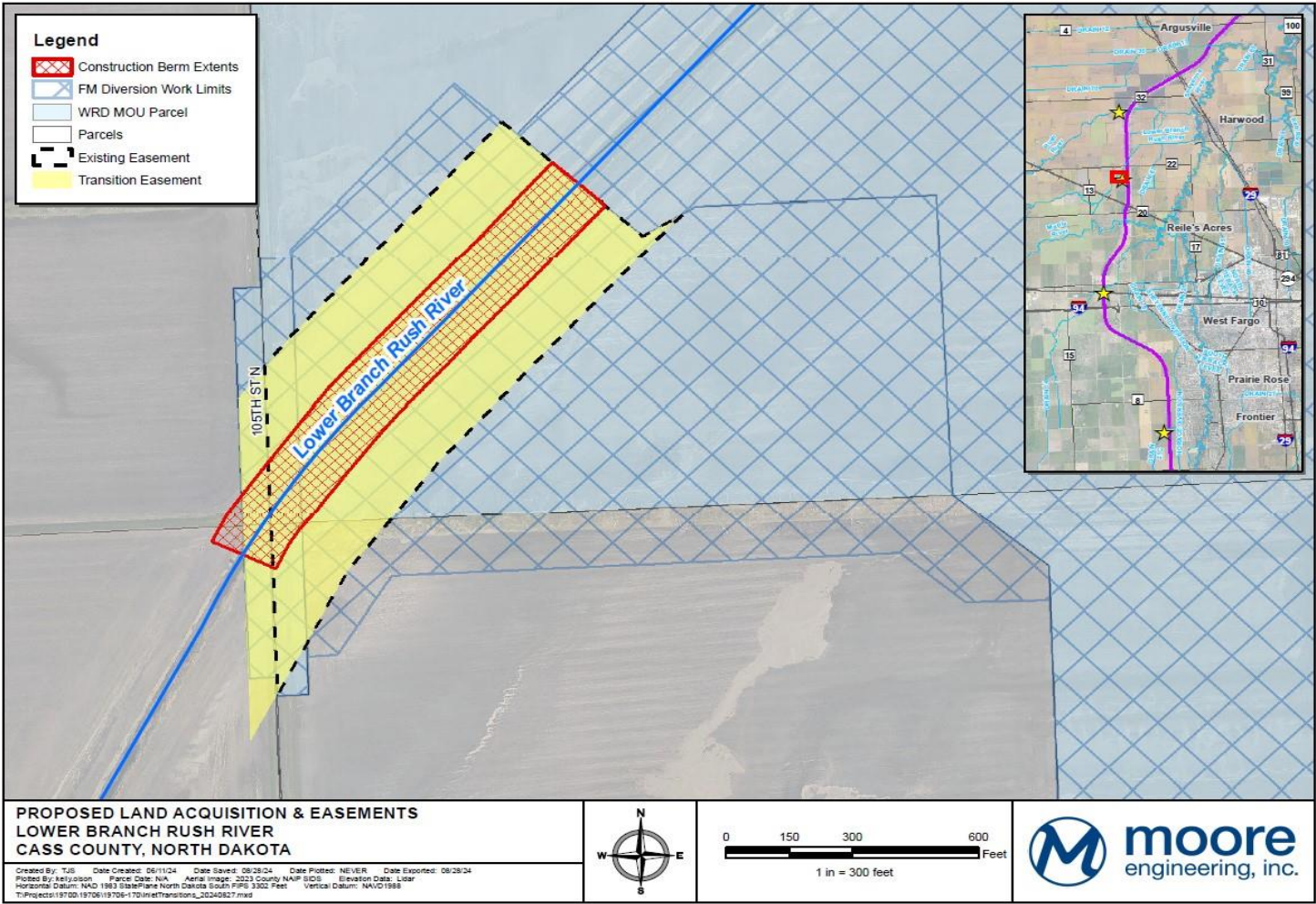


Exhibit C

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 2







Diversion Authority Finance Committee Meeting

April 23, 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 rd Avenue and 51 st Street.	Cass County Electric Coop, Inc.	\$506,400.35

Executive Director

Contracting Recommendation



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

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

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 173rd Ave SE from 51st 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 rd Avenue underground line stall at 51 st to 53 rd	257,341.25	0.00	257,341.25
02	Retire line along Wild Rice River 51 st to 53 rd	65,859.79	0.00	65,859.79
03	Replacing OH to UG along 51 st from Wild Rice River to 171 st Ave.	183,199.31	0.00	183,199.31
	Estimated Fees:	506,400.35		506,400.35

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	
Total		506,400.35	506,400.35		506,400.35	

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