

Board Agenda



Diversion Board of Authority

May 22, 2025 @ 3:30 p.m. CST

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

1. Call to Order
 - a. Roll Call of Members
2. Approve minutes from April 24, 2025
[Attachment 01.00] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
 - a. Finance Report [Attachment 02.00] (Pg. 8)
 - b. Voucher Approval [Attachment 03.00] (Pg. 33)
 - c. DA Board Approval MOUs and Agreements [Attachment 04.00] (Pg. 46)
 - i. Heiden & MFDA TCE Agreement [Attachment 04.01] (Pg. 48)
 - ii. Stockpile Access and Removal Agreement [Attachment 04.02] (Pg. 61)
 - iii. CRWUD & MFDA Water User Agreement [Attachment 04.03] (Pg. 69)
 - iv. Dispute Review Board Agreement [Attachment 04.04] (Pg. 79)
 - d. DA Board Approval Contracting Actions [Attachment 05.00] (Pg. 89)
 - i. CCEC Task Order 24, Amendment 0 [Attachment 05.01] (Pg. 91)
 - ii. C Three Media New Service Agreement X [Attachment 05.02] (Pg. 94)
 - iii. WP 52D Eagle Cemetery Project Award [Attachment 05.03] (Pg. 97)
 - e. Sale of Excess Land Recommendations
 - i. OIN 858 Sale of Excess Land Recommendation [Attachment 06.00] (Pg. 100)

REGULAR AGENDA:

5. Executive Director Update
 - a. MN Funding Update
 - b. Director of Lands and Compliance Update
6. General Counsel Update
 - a. Technical Dispute Review Board Update

7. Project Updates
 - a. USACE Project Update [Attachment 07.00] (Pg. 108)
 - b. SWDCAI Project Update [Attachment 08.00] (Pg. 110)
 - c. Project Safety Update [Attachment 09.00] (Pg. 111)
 - d. P3 Monthly Update [Attachment 10.00] (Pg. 112)
 - e. April 2025 Drone Footage Video
 8. Communications Team Update
 9. Land Management Update
 - a. Property Acquisition Status Report [Attachment 11.00] (Pg. 146)
 - b. OINs 7234B, 7234C and 7234D Sale of Excess Land Update [Attachment 12.00] (Pg. 153)
 10. Finance Update
 - a. Sales Tax Collections Update [Attachment 13.00] (Pg. 157)
 11. Other Business
 12. **Closed executive session** pursuant to N.D.C.C. § 44-04-19.2 and N.D.C.C. § 44-04-19.1 (2) and (9) for attorney consultation with General Counsel regarding an update of the status of the on-going compensation event claims and to provide negotiations direction regarding such claims relating to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure.
 - a. Approval action (if needed)
 13. Next Meeting: June 26, 2025
 14. Adjournment
-

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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

Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 PM – April 24, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on April 24, 2025. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Jim Kapitan, Cass County Commissioner; Duane Breitling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Lisa Borgen, Moorhead City Council; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner and Shelly Carlson, Mayor, City of Moorhead; Kevin Campbell, Clay County Commissioner and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: no members were absent.

1. CALL TO ORDER

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

2. APPROVE THE MINUTES FROM THE MARCH 27, 2025, MEETING

MOTION PASSED

Mr. Steen moved to approve the minutes from the March 27, 2025, meeting and Ms. Kolpack seconded the motion. On a voice vote, the motion carried.

3. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

Ms. Kolpack moved to approve the order of the agenda as presented and Mr. Kapitan seconded the motion. On a voice vote, the motion carried.

4. APPROVE THE CONSENT AGENDA

MOTION PASSED

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

5. EXECUTIVE DIRECTOR UPDATE

Mr. Benson reported that a community informational meeting was held in Horace on April 15, 2025, to discuss the upcoming road closures on County Roads 16 & 17. Staff from the sheriff's department, emergency management and fire personnel were in attendance as well.

Mr. Benson also reported that project-related meetings are being held with Ms. Terry Williams and Mr. Karl Jansen from the USACE and the dialogue has been productive.

Governor Walz visited Moorhead, and a meeting was held at the Hjemkomst to discuss the critical need for the \$60.4 million funding request that would provide for the completion of the City of Moorhead in-town projects as well as projects in Wolverton, Comstock and Georgetown. Governor Walz was very supportive of the Project and the need for funding.

6. GENERAL COUNSEL UPDATE

a. Technical Dispute Review Board Update

Mr. Shockley reported that Mr. Randell Hafner, JD, has been appointed to the TDRB by the developer. Recruitment continues for a chair and five individuals will be interviewed for the chair position. The composition of the TDRB is made up of attorneys, ensuring a higher level of knowledge operating within the open meeting parameters. The meetings will tentatively be held in the Cass County Commission Chambers and will consume more time than anticipated and additional funding will be needed.

b. Mr. Joel Paulsen's Separation Agreement

On April 21, 2025, Judge Van de Streek ruled from the bench to disqualify Mr. Paulsen from serving as an expert witness for the landowners in the ongoing CCJWRD eminent domain cases. On April 23, 2025, the Authority representatives participated in a mediation with Mr. Paulsen to attempt to enforce the terms and conditions of his Separation Agreement without having to go to court. The mediation was unsuccessful.

MOTION PASSED

Mayor Carlson moved to authorize the Executive Director to take any and all actions necessary, up to and including directing Counsel to immediately commence litigation to enforce the terms and conditions of the Separation and Release Agreement with Mr. Paulsen. Mr. Breitling seconded the motion and on a roll call vote, the motion carried.

7. PROJECT UPDATES

a. USACE Project Update

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

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

2 Wild Rice River Structure (WRRS) – Construction

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

3 Red River Structure (RRS) - Construction

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

4 Southern Embankment – Reach SE-2A - Construction

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

5 Drain 27 Wetland Mitigation Project Plantings - Construction

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

6 FY2024 Contract Awards - Construction:

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

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

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

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

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

7 FY2025 Contract Awards – Construction

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

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

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

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

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

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

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

b. SWDCAI Project Update

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

New Features Under Construction

- CR-16/17 Drain Inlet

30 to 60 Day Outlook

- Channel Reach 14
- Authority Administration Building
- SE-3
- SE-5

Misc. Highlights

- MP-1 – Minnkota Power
- CR-81 Crossing
- I-94 Crossing
- CR-14 Crossing
- Sheyenne River Aqueduct

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period March 1 to March 31, 2025. He reported that there was one minor recordable incident and there were no other incidents to report.

d. P3 Monthly Update

Mr. Barthel highlighted the PMC March P3 summary report:

Progress:

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

- **General:** Work project wide has been constrained this period by adverse weather. However, remobilization ramped up towards the end of the reporting period.
- **Aqueducts:** Maple River Aqueduct – Rebar to wingwalls #1 and #2. Erecting formwork to sections of wingwalls #7 and 8. Placing concrete to sections of wingwall #3 and vehicle barrier to wingwall #7. Driving sheet piles to the spillway. Sheyenne River Aqueduct – Placing gravel and geogrid and epoxy coated rebar to section 3 and 4 and placing concrete to Sections 2 and 4 of the flume floor foundation. Erecting Epoxy coated rebar to the west abutment wingwall and piers 1 and 2. Formwork for stage 1 of wingwall #3.
- **Stormwater Diversion Channel:** Localized work to Maintenance Road/Trail in Reaches 1 and 4. Excavation to main channel in Reaches 12 and 13.
- **Interstate Crossings:** I-29 - Erecting formwork to Northbound bridge deck.

- **County Road Crossings:** CR 81 Crossing: Placing concrete to south abutment wingwalls. CR 22 Crossing: erecting formwork for end walls. CR 20 Crossing: Work to Texas Corral rail vehicle barrier. 38th St Crossing: Placing concrete for vehicle barrier, stem walls and sleeper slabs. 32nd Ave Crossing: Installation of formwork to wing-walls and overhangs for all spans. CR 6 Crossing: placing concrete to pier cap #1. Rebar and concrete to west abutment wingwalls. CR 14 Crossing: Placing concrete to pier cap #2. Erecting formwork and placing concrete to east abutment and wing-walls. CR 16/17 Crossing: Dewatering and placing formwork, rebar and concrete for pile cap at pier #2.
- **Hydraulic Structures:** Rush River Inlet: Driving sheet piles and H-piles for abutments and piers. Raymond North Township Drain Inlet: Placing 72" reinforced concrete pipe and backfill. Drain 14B Drain Inlet: installing rebar, erecting formwork and placing concrete for headwalls.
- **Diversion Outlet:** Investigations continue for compliance issues.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: Erecting formwork and placing concrete to piers #2, #5 and #6. Sanding and gridding completed concrete. Placing concrete to north abutment wingwalls and south abutment pier cap. BNSF Prosper Railroad Crossing: Drilling cores for girder concrete pedestal preparation. BNSF K.O. Railroad Crossing: driving H-piles to east abutment and west abutment.
- **Roadways:** no activity this period
- **Authority Administration Building (AAB):** no construction work this period.

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

General Administration

Significant preparation is ongoing for the first Interim Completions including records reviews and walk-throughs for punch lists. Unresolved Nonconformances and Noncompliance Events, unresolved major defects, submittal of records, and missing lien waivers continue to cause delays in Certification of Interim Completion. Large amounts of staff time are taken up with correspondence exchange on meritless commercial issues. Note: Overall Percent Complete is based on the RRVA February 2025 PSSU submitted on March 14, 2025, and is calculated based on Earned Value (EV).

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

e. April 2025 Drone Video

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

8. COMMUNICATIONS TEAM UPDATE

Ms. Willson provided the following communications update:

Outreach Products

Media Relations:

- March construction update

Events:

- Collateral materials for Gov. Walz visit

Materials:

- Faces of the Diversion: Dr. Bob Zimmerman
- The Diversion Current: History/Need

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Mr. Dodds provided the following property acquisition status report:

- 98.4% completion in the Construction Footprint
- 58.5% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 58.5% of the parcels in the Upstream Mitigation Area have been acquired
- 77.6% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

Key Activities:

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

10. FINANCE UPDATE

a. Sales Tax Update 2024 Collections

Mayor Dardis reported that the April bills payable totaled \$2,252,028, and the current grand total net position is \$312,918,337. Mayor Dardis also reported that the MOU and TCE along with the contracting action, were all approved.

11. OTHER BUSINESS

There was no other business to report.

12. CLOSED EXECUTIVE SESSION

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

MOTION PASSED

Ms. Kolpack moved to go into executive session and Ms. Borgen seconded the motion. On a roll call vote, the motion carried.

The board retreated to the Red River Room at 4:01 PM.

The executive session concluded at 5:22 PM and a quorum of the board returned to the City Commission Chambers at 5:23 PM

13. NEXT MEETING

The next meeting will be on May 22, 2025.

14. ADJOURNMENT

Mayor Carlson moved to adjourn, and Ms. Borgen seconded the motion. The meeting adjourned at 5:24 PM.

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase
As of 04/30/25

	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	5,974,946	403,667,640		-	-	-	-	-	-	403,667,640
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	2,980,558	325,363,686		-	-	-	-	-	-	325,363,686
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	21,051,283	388,441,483		-	-	-	-	-	-	388,441,483
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	17,000	5,126,762		-	-	-	-	-	-	5,126,762
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843	668,151	9,698,661		-	-	-	-	-	-	9,698,661
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,807,311	3,782,899	29,978,463		-	-	-	-	-	-	29,978,463
Miscellaneous	4,886	7,336	1,987	70,350	76,997	2,341	163,898	3,320,850	1,665,282	555,930	5,542,062	-	-	-	5,705,960
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,056,477	40,890,298	1,559,923,342	3,320,850	1,665,282	555,930	5,542,062	-	-	-	1,563,434,421
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	970,854	21,015,929	3,249,868	1,462,847	357,759	5,070,474	-	-	-	26,086,404
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	948,838	50,741,571		-	-	-	-	-	-	50,741,571
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	2,651,340	133,141,336		-	-	-	-	-	-	133,141,336
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	49,684,467	5,048,030	499,943,582		-	-	-	-	-	-	499,943,582
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	1,520,817	43,702,592		-	-	-	-	-	-	43,702,592
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	303,827	2,293,499		-	-	-	-	-	-	2,293,499
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	16,423,768	15,187,733	196,867,495		-	-	-	-	-	-	196,867,495
7951 Construction - Minnesota	-		210,000	669,048	182,594		1,061,642		-	-	-	-	-	-	1,061,642
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	20,487	37,096,872		-	-	-	-	-	-	37,096,872
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	8,293	11,930,998		-	-	-	-	-	-	11,930,998
7959 SRF Construction	-		5,936,985	7,781,266	16,519,945		30,238,196		-	-	-	-	-	-	30,238,196
7980 Operations & Maintenance	190,811	2,971	138,066	83,898	85,983		501,729		-	-	-	-	-	-	501,729
7990 Project Financing	48,092,864	14,236,187	9,053,457	9,422,840	12,415,903	630,946	93,852,196		-	-	-	-	-	-	93,852,196
7995 Project Eligible - Off Formula Costs			-	-	-		-		-	-	-	-	-	-	-
7999 Non Federal Participating Costs	221,686	-					221,686		-	-	-	-	-	-	221,686
Total Expenditures	646,077,564	142,065,337	113,527,239	139,347,823	145,327,572	28,281,763	1,214,627,298	3,249,868	1,462,847	357,759	5,070,474	-	-	-	1,219,697,772
Other Financing Sources (Uses)															
Transfers From Other Diversion Funds	-	-					-		-	-	-	-	-	-	-
Transfers to Other Diversion Funds	-	659,566	1,250,000	1,395,000	1,650,000	550,000	5,504,566		-	-	-	-	-	-	5,504,566
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	550,000	5,504,566		-	-	-	-	-	-	5,504,566

Statement of Net Position

April 30, 2025

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 297,965,730	\$ 471,587	\$ 298,437,318
Cash Horace 3.01 MIT	4,461,982	-	4,461,982
Cash BRRWD	9,068,309	-	9,068,309
Cash Held In Trust at BND			
Excess Revenue Fund	716,657	-	716,657
Temp Debt Obligation Fund	3,626,732	-	3,626,732
Authority Loan Fund	101,908	-	101,908
P3 Reserve Fund	16,793,482	-	16,793,482
SRF Loan Reserve Fund	2,379,452	-	2,379,452
Revenue Fund	3,544	-	3,544
Prepaid Expense	3,360,072	-	3,360,072
Refundable Deposit	50,000	-	50,000
Total assets	338,527,870	471,587	338,999,457
Liabilities			
Vouchers payable	655,700	-	655,700
Retainage payable	88,420	-	88,420
Rent Deposit	23,250	-	23,250
Total liabilities	767,370	-	767,370
NET POSITION	\$ 337,760,500	\$ 471,587	\$ 338,232,087

Summary Of Expenses
EXP-2025-04

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	24/04/2025	344051	Cass County Government	\$73,203.40	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$73,203.40			
770-7910-429.20-01	24/04/2025	344051	Cass County Government	\$7,632.68	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,632.68			
770-7910-429.20-03	24/04/2025	344051	Cass County Government	\$160.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	24/04/2025	344051	Cass County Government	\$36.50	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$36.50			
770-7910-429.21-01	24/04/2025	344051	Cass County Government	\$4,404.72	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,404.72			
770-7910-429.21-02	24/04/2025	344051	Cass County Government	\$1,030.15	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,030.15			
770-7910-429.22-07	24/04/2025	344051	Cass County Government	\$9,549.62	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,549.62			
770-7910-429.33-37	17/04/2025	343907	HighRoad Partners, LLC	\$600.00	HR SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	10/04/2025	343770	Marco Technologies	\$736.00	SRVC AGRMNT IT SRVS	V10301	SERVICE AGREEMENT - IT
	17/04/2025	343953	Network Center Inc.	\$966.25	DIVERSION IT SERVICES	V13801	IT SERVICE AGREEMENT
	24/04/2025	344068	CONSOLIDATED COMMUNI	\$480.60	ACCT #701-150-0113/0	V00106	EXECUTIVE DIRECTOR
Technical Services / Computer Services				\$2,182.85			
770-7910-429.53-20	24/04/2025	344051	Cass County Government	\$472.68	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$472.68			
770-7910-429.56-60	24/04/2025	344051	Cass County Government	\$223.95	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$223.95			
770-7910-429.57-60	24/04/2025	344051	Cass County Government	\$1,603.87	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Exp				\$1,603.87			

Summary Of Expenses
EXP-2025-04

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.59-10	24/04/2025	344051	Cass County Government	\$1,200.00	ND WATER USERS MEMBERSHIP	V00106	EXECUTIVE DIRECTOR
Education / Dues & Membership Instate				\$1,200.00			
770-7910-429.59-20	24/04/2025	344051	Cass County Government	\$60.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Seminar & Conf. Instate				\$60.00			
770-7910-429.61-10	24/04/2025	344051	Cass County Government	\$58.07	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$58.07			
770-7910-429.68-30	24/04/2025	344051	Cass County Government	\$241.49	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$241.49			
770 Subtotal				\$102,659.98			
790-0000-206.10-00	10/04/2025	343767	LTP Enterprises Inc.	\$10,000.00	Pay Retainage	V12301	WP47C CONST. AGREEMENT
Retainage				\$10,000.00			
790-7910-429.33-25	24/04/2025	344038	Ankura Consulting Group LLC	\$47,042.00	MARCH SCHEDULING	V12801	SCHEDULING EXPERTISE
	24/04/2025	344038	Ankura Consulting Group LLC	\$25,049.50	SCHEDULING SERVICES-FEB	V12801	SCHEDULING EXPERTISE
	24/04/2025	344078	DORSEY & WHITNEY LLP	\$102,687.24	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	24/04/2025	344132	OHNSTAD TWICHELL PC	\$87,844.60	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$262,623.34			
790-7910-429.34-20	10/04/2025	343699	C THREE MEDIA, LLC	\$8,184.00	VIDEOGRAPHY SRVS AGREEMNT	V08601	VIDEOGRAPHY
	17/04/2025	343952	Neon Loon Communications, LL	\$17,514.00	COMMUNICATIONS SUPPPORT	V09601	COMMUNICATIONS SUPPORT
	01/05/2025	344180	C THREE MEDIA, LLC	\$10,629.60	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$36,327.60			
790-7910-429.34-40	10/04/2025	343728	Flint Group	\$550.00	SRV AGRMNT WEBSITE DESIGN	V10201	WEBSITE DESIGN
	10/04/2025	343728	Flint Group	\$700.00	SRVC AGRMNT WEBSITE DESIG	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$1,250.00			
790-7910-429.34-56	23/04/2025	EK04250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 04/25	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.38-68	17/04/2025	343899	GA Group, PC	\$4,000.00	APR GOVT RELATIONS	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			

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790-7910-429.42-05	10/04/2025	343685	Ambassador, Inc.	\$925.00	DA OFFICE AMBER V PRKY CLEA	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7915-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$507,648.64	TASK ORDER 102 H&H,MITIGATI	V01634	H&H MITIG. & PERMIT SUPPO
	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$178,196.65	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	24/04/2025	344062	Cass Rural Water	\$6,227.25	REIMB ADVANCED ENGINEERIN	V05005	CASS RURAL WATER US MOU
	01/05/2025	344170	Beaver Creek Archaeology	\$27,600.00	BEAVER CREEK TO #2 INVEST	V02601	CULTURAL INVESTIGATION
Other Services / Engineering Services				\$719,672.54			
790-7915-429.38-99	01/05/2025	344282	UNITED STATES GEOLOGIC	\$68,795.00	WATER QUALITY MONITORING	V02203	WATER QUALITY MONITORING
Other Services / Other Services				\$68,795.00			
790-7920-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$42,374.94	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$101,692.20	TASK ORDER 102 H&H,MITIGATI	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$144,067.14			
790-7920-429.33-79	10/04/2025	343706	CH2M Hill Engineers Inc	\$705,510.81	#6 P3 SUPPORT SRVS 2025	V00212	P3 PROCUREMENT SUPPORT
	10/04/2025	343706	CH2M Hill Engineers Inc	\$480,455.51	#5 PROG. MGMT & SRVS 2025	V00211	CH2M HILL-6/2019-12/2021
Other Services / Construction Management				\$1,185,966.32			
790-7930-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$15,197.15	TASK ORDER 102 H&H,MITIGATI	V01634	H&H MITIG. & PERMIT SUPPO
	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$109,097.90	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	17/04/2025	343848	ADVANCED ENGINEERING I	\$165,403.60	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	24/04/2025	344061	HDR Engineering, Inc.	\$17,428.90	HDR ENGINEERING	V01201	Cass Joint Water OHB
	24/04/2025	344061	SRF Consulting Group	\$28,948.61	SRF CONSULTING	V01201	Cass Joint Water OHB
	24/04/2025	344061	SRF Consulting Group	\$52,152.08	SRF CONSULTING GROUP	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$388,228.24			
790-7930-429.33-25	10/04/2025	343707	LIES, BULLIS & HATTING, P	\$2,340.00	LIES, BULLIS & HATTING	V10601	CITY OF CHRISTINE MOU
	10/04/2025	343707	Swanson & Warcup	\$330.00	SWANSON & WARCUP INV 3028	V10601	CITY OF CHRISTINE MOU
	24/04/2025	344061	Larkin Hoffman Attorneys	\$57,266.05	LARKIN HOFFMAN	V01201	Cass Joint Water OHB
	24/04/2025	344061	OHNSTAD TWICHELL PC	\$202,684.41	OHNSTAD TWICHELL	V01201	Cass Joint Water OHB
	24/04/2025	344061	OHNSTAD TWICHELL PC	\$3,047.00	OHNSTAD TWICHELL	V01203	Cass Joint Water OHB
	01/05/2025	344287	Warren Township	\$16,000.00	REIMB ATTORNEY FEES	V14201	MOU PAYMENTS
Other Services / Legal Services				\$281,667.46			

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790-7930-429.33-32	24/04/2025	344061	CROWN APPRAISALS	\$67,000.00	CROWN APPRAISALS	V01201	Cass Joint Water OHB
	24/04/2025	344061	Patchin Messner Valuation Coun	\$8,000.00	PATCHIN MESSNER	V01201	Cass Joint Water OHB
	24/04/2025	344061	Tinjum Appraisal Company, Inc.	\$70,500.00	TINJUM APPRAISAL	V01201	Cass Joint Water OHB
Other Services / Appraisal Services				\$145,500.00			
790-7930-429.33-47	17/04/2025	343981	Jodi Smith	\$12,000.00	FEB MFDA CONSULTING	V13701	LAND ACQUISITION CONSULTIN
	17/04/2025	343981	Jodi Smith	\$271.60	TRAVEL TO FARGO	V13701	LAND ACQUISITION CONSULTIN
Other Services / Consulting Services				\$12,271.60			
790-7930-429.33-79	10/04/2025	343706	CH2M Hill Engineers Inc	\$22,722.70	PROPERTY ACQUIST. MGMT SR	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$22,722.70			
790-7930-429.38-99	24/04/2025	344061	Title Company	\$50.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$50.00			
790-7930-429.62-50	24/04/2025	344061	XCEL ENERGY-FARGO	\$398.87	XCEL ENERGY	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Natural Gas				\$398.87			
790-7930-429.62-51	24/04/2025	344049	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	Cass County Electric Cooperativ	\$2,047.35	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$2,160.35			
790-7930-429.62-52	24/04/2025	344061	Dakota Plains AG	\$923.62	CHS DAKOTA PLAINS	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	Fevig Oil Company, Inc.	\$528.14	FEVIG OIL COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Propane				\$1,451.76			
790-7930-429.67-11	24/04/2025	344061	8386 - LEO A & AMY M COSS	\$61,942.94	KENT WESTBY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9994 - MITCHELL	\$14,350.00	JESUS & GUADALUPE VEGA	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$76,292.94			

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790-7930-429.67-12	24/04/2025	344061	1112 - TERRY M & KRISTIE	\$925.00	JOSEPH & JOLENE SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	1113 - TERRY M & KRISTIE	\$925.00	JOSEPH & JOLENE SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	1914 - RICHARD 5	\$49,889.06	JOSEPH & JOLENE SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	1972 - BRODSHAUG 2	\$29,341.80	SANDRA BRODSHAUG	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9993 - BJMLANDINC	\$40,152.50	BJM LAND	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9993 - BJMLANDINC	\$25,000.00	LUPE'S TACOS	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9994 - MITCHELL	\$40,152.50	BJM LAND	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9994 - MITCHELL	\$25,000.00	LUPE'S TACOS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$211,385.86			
790-7930-429.68-22	01/05/2025	344215	HARWOOD TOWNSHIP	\$2,364.00	LOST TAX REVENUE	V09001	LOST TAX REVENUE
	01/05/2025	344260	RAYMOND TOWNSHIP	\$4,360.00	LOST TAX REVENUE	V13301	RAYMOND TOWNSHIP MOU
	01/05/2025	344287	Warren Township	\$47,066.00	REIMB ATTORNEY FEES	V14201	MOU PAYMENTS
Miscellaneous / Lost Tax Revenue				\$53,790.00			
790-7930-429.71-30	24/04/2025	344061	0546Y1 - CASS COUNTY JOIN	(\$11,840.00)	CASS COUNTY GOVERNMENT	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	0858 - GRAHAM	(\$3,392.50)	CASS COUNTY GOVERNEMENT	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	2002 - REDLIN	\$1,275,344.43	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	7253 - CASS COUNTY JOINT	(\$3,392.50)	CASS COUNTY GOVERNEMENT	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	8386 - LEO A & AMY M COSS	\$1,000.00	RETURN SECURITY DEPOSIT	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9191Y1 - CASS COUNTY JOIN	(\$569,775.97)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9741Y - MARILYN G LIBBRE	(\$79,750.00)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	0546Y1 - CASS COUNTY JOIN	\$11,840.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	0858 - GRAHAM	\$3,392.50	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	7253 - CASS COUNTY JOINT	\$3,392.50	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	9191Y1 - CASS COUNTY JOIN	\$569,775.97	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	9741Y - MARILYN G LIBBRE	\$79,750.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$1,276,344.43			

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790-7930-429.71-31	24/04/2025	344061	1210 - DEAN ALLEN CAILLIE	\$29,670.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	1478 - PATRICK 2	\$30,320.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	1891 - MATHISON 4	(\$165.00)	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9235 - SPETEN	\$42,890.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344061	9345 - HORNE	\$64,620.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	24/04/2025	344082	Eagle Valley Evangelical Free C	\$16,813.00	LAND PURCHASE	V01701	ND LAND PURCH-OUT OF TOWN
	22/04/2025	EK04250	1891 - MATHISON 4	\$165.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$184,313.00			
790-7930-429.73-20	10/04/2025	343805	Schmidt and Sons Inc.	\$96,500.00	PROPERTY STRUCTURE MITIGAT	V03815	TO22-WP38C-OIN 1130
	10/04/2025	343805	Schmidt and Sons Inc.	\$85,000.00	PROPERTY STRUCTURE MITIGAT	V03823	TO10 - OIN 1916
	10/04/2025	343805	Schmidt and Sons Inc.	\$103,000.00	PROPERTY STRUCTURE MITIGA	V03824	TO14-WP38C-OIN 1912
Infrastructure / Site Improvements				\$284,500.00			
790-7931-429.33-05	10/04/2025	343708	SRF Consulting Group	\$14,544.70	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
	24/04/2025	344066	SRF Consulting Group	\$19,241.31	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$33,786.01			
790-7931-429.33-25	10/04/2025	343708	Larkin Hoffman Attorneys	\$9,922.00	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	24/04/2025	344066	Allen Law Office	\$336.18	ALLEN LAW OFFICE	V06201	MCCJPA - MN ROE
	24/04/2025	344066	Larkin Hoffman Attorneys	\$543.00	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	24/04/2025	344066	OHNSTAD TWICHELL PC	\$28,159.83	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$38,961.01			
790-7931-429.38-99	10/04/2025	343708	Title Company	\$50.00	THE TITLE CO	V02301	MN LAND PURCHASES
Other Services / Other Services				\$50.00			
790-7931-429.54-10	10/04/2025	343708	New Century Press	\$7.43	NEW CENTURY PRESS	V06201	MCCJPA - MN ROE
	24/04/2025	344066	New Century Press	\$14.86	NEW CENTURY PRESS	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$22.29			
790-7931-429.61-50	24/04/2025	344066	FORUM COMMUNICATIONS	\$8.18	FORUM COMMUNICATIONS	V06201	MCCJPA - MN ROE
General Supplies / Postage				\$8.18			

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790-7931-429.62-51	10/04/2025	343708	LAKE REGION ELECTRIC CO	\$59.03	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	10/04/2025	343708	RED RIVER VALLEY COOPE	\$321.45	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
	24/04/2025	344066	LAKE REGION ELECTRIC CO	\$0.95	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	24/04/2025	344066	RED RIVER VALLEY COOPE	\$300.65	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$682.08			
790-7931-429.71-30	30/04/2025	EK04250	1253 - KRAGERUD 1	\$6,591.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1262 - KRAGERUD/JACQUELI	\$68,375.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1265 - ISRAELSON 1	\$40,618.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1266 - ISRAELSON 1	\$40,618.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1267 - BLILIE/KELLY S & STE	\$351,885.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1268 - BLILIE/KELLY S & STE	\$351,885.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1294 - ISRAELSON 1	\$40,618.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1297 - ISRAELSON/DAVID &	\$2,500.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1303 - ISRAELSON/GRANT	\$37,732.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1306 - ISRAELSON/DAVID	\$1,305.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1310 - RUFER/MIKE F & DAR	\$18,896.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1312 - JOHNSON/PAUL L & LI	\$143,018.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	1324 - HOHENSTEIN/JOSEPH	\$38,200.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5169 - NELSON/BRUCE F/FA	\$2,243.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5170 - JOHNSON/GARY D & J	\$3,859.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5173 - NELSON/BRUCE F/FA	\$2,243.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5174 - JOHNSON/GARY D & J	\$3,859.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5177 - DEUTSCHER/LEROY V	\$36,400.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5188 - HANNEMAN/DANIEL	\$5,100.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5206 - ELLICKSON/ND/TRUS	\$7,310.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	5208 - ELLICKSON/ND/TRUS	\$7,310.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	7102 - MYRON P IHLAND	\$110,000.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	7203 - JACQUELINE KRAGER	\$3,610.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	9120 - ISRAELSON/GRANT	\$37,732.50	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
	30/04/2025	EK04250	9153 - RUFER/MIKE F & DAR	\$18,896.00	RECORD WIRE PAYMENT TO	V02301	MN LAND PURCHASES
Land / Land Purchases				\$1,380,807.00			

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790-7941-429.33-05	24/04/2025	344046	BUFFALO-RED RIVER WATE	\$1,576.51	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	24/04/2025	344046	BUFFALO-RED RIVER WATE	\$594.64	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	24/04/2025	344046	CROWN APPRAISALS	\$23,500.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	24/04/2025	344046	HOUSTON ENGINEERING IN	\$110,314.15	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	24/04/2025	344046	HOUSTON ENGINEERING IN	\$132,379.08	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	24/04/2025	344046	HOUSTON ENGINEERING IN	\$20,322.32	OAKPORT COULEE WOLVERTON	V14101	PROFESSIONAL SERVICES
Other Services / Engineering Services				\$288,686.70			
790-7941-429.33-25	24/04/2025	344046	Vogel Law Firm	\$1,738.50	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	24/04/2025	344046	Vogel Law Firm	\$1,738.50	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Legal Services				\$3,477.00			
790-7941-429.38-99	24/04/2025	344046	RED RIVER TITLE SERVICES	\$1,800.00	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	24/04/2025	344046	Wilkin County Recorder	\$1,700.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	24/04/2025	344046	XCEL ENERGY-FARGO	\$8,153.79	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Other Services				\$11,653.79			
790-7941-429.61-50	24/04/2025	344046	BUFFALO-RED RIVER WATE	\$9.40	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
General Supplies / Postage				\$9.40			
790-7950-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$1,860.00	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$1,860.00			
790-7950-429.33-06	10/04/2025	343697	BRAUN INTERTEC CORP	\$860.60	#3 BNSF RR ENVIORN. SRVS	V00405	ENVIRO. CONSULTING SERV
	10/04/2025	343697	BRAUN INTERTEC CORP	\$44,795.25	#4 P3 OBSERVATION/TEST SR	V00406	TASK ORDER #4
Other Services / Quality Testing				\$45,655.85			
790-7950-429.33-25	24/04/2025	344140	OHNSTAD TWICHELL PC	\$1,274.00	REIMB OHNSTAD TWICHELL	V12201	SE CASS WRD MOU
Other Services / Legal Services				\$1,274.00			
790-7950-429.41-05	10/04/2025	343704	Cass Rural Water	\$33.00	CASS RURAL WATER DIV INLET	V05006	DIVERSION INLET UTILITY
	01/05/2025	344182	Cass Rural Water	\$33.00	ACCT #18789	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$66.00			

Summary Of Expenses
EXP-2025-04

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-70	24/04/2025	344062	Cass Rural Water	\$10,553.02	CASS RURAL WATER TO #9	V05016	TO 9 - WP38C DISCONNECTS
	01/05/2025	344290	XCEL ENERGY-FARGO	\$478,852.67	UTILITY RELOCATION	V07704	TO1-MONTICELLO-BISON TRAN
Infrastructure / Utilities				\$489,405.69			
790-7952-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$14,485.50	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$14,485.50			
790-7955-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$8,292.50	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$8,292.50			
790-7990-429.33-05	10/04/2025	343743	HOUSTON-MOORE GROUP L	\$22,492.63	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$22,492.63			
790-7990-429.33-25	24/04/2025	344132	OHNSTAD TWICHELL PC	\$51,430.17	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$51,430.17			
790-7990-429.34-55	17/04/2025	343869	CDM Smith Inc.	\$1,275.00	ENG SERVICES	V12701	FIN DISPUTE REVIEW BOARD
	17/04/2025	343972	Patricia O. Sulser	\$875.00	RESOLUTION BOARD	V11403	DISPUTE RESOLUTION BOARDS
Technical Services / Financial Advisor				\$2,150.00			
790-7990-429.34-57	25/04/2025	10130	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE - 4/2025	V08502	MONTHLY TRUSTEE FEE
	01/04/2025	7981	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE 3/25	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$36,015.00			
790-7990-429.34-59	17/04/2025	343972	Mark E Alpert - Integrated Deliv	\$2,762.50	RESOLUTION BOARD	V11403	DISPUTE RESOLUTION BOARDS
Technical Services / Outside Consultant				\$2,762.50			
790-7990-520.80-20	07/04/2025	EK04250	BANK OF NORTH DAKOTA	\$149,930.67	REC SRF ADMIN FEE AND	VBILL	FM Div. Cost Recovery
Debt Service / Interest On Bonds				\$149,930.67			
790-7990-520.80-55	07/04/2025	EK04250	BANK OF NORTH DAKOTA	\$49,796.89	REC SRF ADMIN FEE AND	VBILL	FM Div. Cost Recovery
	07/04/2025	EK04250	BANK OF NORTH DAKOTA	\$180.00	REC SRF ADMIN FEE AND	VBILL	FM Div. Cost Recovery
Debt Service / SRF Admin Fees				\$49,976.89			
790-7998-555.90-81	23/04/2025	EK04250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN FEE TRF-APR	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$8,026,652.51			

Summary Of Expenses
EXP-2025-04

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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Total Amount Invoiced this period:	\$8,129,312.49	
	\$10,000.00	Less Paid Retainage
	\$8,119,312.49	Total Less Paid Retainage

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$430,230,878.50	\$430,230,878.50	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$154,012,417.39	\$133,267,194.95	\$20,745,222.44	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$96,722,631.93	\$79,988,954.07	\$16,733,677.86	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	\$26,644,810.22	\$26,644,810.22	\$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	\$14,330,578.70	\$1,715,518.55	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$13,655,681.62	\$13,655,681.62	\$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	\$8,842,217.87	\$8,836,579.12	\$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	\$7,230,219.00	\$7,135,746.50	\$94,472.50	Utilities and Utility Relocation
HOUSTON ENGINEERING INC	\$7,005,949.44	\$7,005,949.44	\$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	\$3,810,174.28	\$2,531,294.31	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
SCHMIDT AND SONS INC.	\$5,845,520.43	\$4,608,727.93	\$1,236,792.50	Residential Demolition in Oxbow
CASS COUNTY GOVERNMENT	\$5,840,351.59	\$5,840,351.59	\$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
CASS COUNTY JOINT WATER RESOURCE DI	\$5,811,404.16	\$5,811,404.16	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
ERNST & YOUNG	\$5,377,000.00	\$5,046,714.40	\$330,285.60	P3 Financial Advisory Services
BRAUN INTERTEC CORP	\$5,158,886.56	\$2,944,932.46	\$2,213,954.10	Materials Testing
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
XCEL ENERGY-FARGO	\$4,000,818.98	\$2,373,175.32	\$1,627,643.66	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	\$3,695,136.02	\$2,938,174.98	\$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	\$2,972,730.00	\$2,512,030.00	\$460,700.00	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	\$2,082,556.10	\$492,235.02	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	\$818,670.00	\$514,170.00	Water Level Discharge Collection & Stage Gage Installation
BANK OF NORTH DAKOTA	\$1,286,259.35	\$1,286,259.35	\$0.00	Legal review fees
LARKIN HOFFMAN ATTORNEYS	\$1,221,538.41	\$1,221,538.41	\$0.00	Legal Services
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	\$1,087,729.17	\$1,087,729.17	\$0.00	Utility Relocation
CITY OF HORACE	\$1,079,925.15	\$1,079,925.15	\$0.00	Infrastructure Fund
ANKURA CONSULTING GROUP LLC	\$1,045,157.56	\$1,045,157.56	\$0.00	Scheduling Services
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
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	\$526,383.75	\$161,078.75	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	\$520,287.05	\$145,719.75	Communications Support
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$606,145.00	\$0.00	Ag Risk Study Services
LTP ENTERPRISES INC.	\$605,472.00	\$605,472.00	\$0.00	Test Holes and Test Well Drilling
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	\$498,966.55	\$42,308.47	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	\$486,984.54	\$470,140.67	\$16,843.87	Electricity - Home Buyouts
BUFFALO-RED RIVER WATERSHED DISTRICT	\$482,361.11	\$482,361.11	\$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	\$230,100.00	\$213,500.00	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	\$396,970.25	\$0.00	Engineering Services
MOODYS INVESTORS SERVICE, INC.	\$382,375.00	\$382,375.00	\$0.00	WIFIA loan fees
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
DAWSON INSURANCE AGENCY	\$362,065.41	\$362,065.41	\$0.00	Property Insurance - Home Buyouts
MVM CONTRACTING	\$339,448.03	\$339,448.03	\$0.00	Fiber Relocation
SWANSON HEALTH PRODUCTS, INC.	\$337,059.00	\$337,059.00	\$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27
INTEGRA REALTY RESOURCES	\$320,750.00	\$260,725.00	\$60,025.00	Property Appraisal Services
DFI BRIDGE CORPORATION	\$316,211.21	\$316,211.21	\$0.00	Bridge Construction - Oxbow Country Club
KLJ ENGINEERING, LLC	\$310,660.40	\$310,660.40	\$0.00	Lift Station Improvements

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
JR FERCHE INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements
FUSION AUTOMATION INC.	\$269,698.82	\$269,698.82	\$0.00	Electrical
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$5,514.38	\$249,485.62	Financial Dispute Resolution Board
PLEASANT TOWNSHIP	\$249,674.79	\$249,674.79	\$0.00	Building Permit Application
FORUM COMMUNICATIONS	\$249,662.78	\$249,662.78	\$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	\$220,229.32	\$8,000.00	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	\$119,991.39	\$5,563.33	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:

\$1,273,819,564.94

\$1,217,301,544.81

\$56,518,020.13

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	\$96,290
ENV	5	5	0	100%	0	\$0
Habitat_Shey	10	3	0	30%	7	\$96,290
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	1	0	10%	9	\$3,000
SheyMit	10	1	0	10%	9	\$3,000
WP36	2	2	0	100%	0	\$2,750
WRDAM	2	2	0	100%	0	\$2,750
WP38	1,050	402	376	74%	272	\$131,462,338
HC	380	4	376	100%	0	\$1,283,123
LEGACY	5	5	0	100%	0	\$457,563
UMA	579	392	0	68%	187	\$129,628,566
UMA-C	59	0	0	0%	59	\$0
UMA-W	14	1	0	7%	13	\$93,086
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	1,831	951	86%	470	\$452,829,425

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of April 30, 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		325,144,089.44	-	5,109,571.44	(19,484,390.61)	182,982,334.15

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of April 30, 2025

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		189,887,771.85	-	2,563,701.41	(9,496,139.11)	182,982,334.15
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				
Part of the Southeast quarter (SE1/4) of Section 26, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	4/24/2025	1,275,344.43				
A certain tract of land situated in the Southwest Quarter (SW1/4) of Section 34 Township138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows: Commencing at a point which is 926 feet East of th Southwest corner of the Southwest Quarter of Section 34, and which point is the true point of beginning of the tract hereinafter described; thence North and parallel to the West section line of Section 34 a distance of 445 feet; thence East and parallel to the South section line of Section 34 a distance of 587 feet; thence South and parallel to the West section line of Section 34 a distance of 445 feet, more or less, to the South section line of Section 34; thence West and along the South section line a distance of 587 feet, more or less, to the point of beginning.	4/24/2025	1,000.00				
		389,979,068.87	-	39,880,699.23	(19,862,098.48)	409,997,669.62
				Property Management Expense		8,655,462.13
				Grand Total	\$	418,653,131.75

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of April 30, 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 04/30/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 45,027,533.93

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	\$ 17,503,738.94	\$ 55,225,081.97
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	\$ 30,467,710.78	\$ 390,472,466.28

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
Apr 2025				\$ 5,372,470.13		\$ 5,372,470.13
Apr 2025				\$ 17,503,738.94		\$ 17,503,738.94
						\$ -
Total	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ 156,974,364.11	\$ 42,237,315.47	\$ 390,472,466.07

State Revolving Fund (SRF) Status Report
As of 04/30/2025

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
14	1-Nov 2024 through 31-Dec 2024	\$ 1,816,699.40	25-Mar-25
		\$ 29,952,871.59	

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

Finance Committee Bills from May 2025

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #131 CCJWRD	\$	1,346,187.94
Clay County	Diversion bills – Request #53 MCCJPA	\$	447,061.39
Ohnstad Twichell, P.C.	Legal services rendered through April 21, 2025	\$	167,835.53
Dorsey & Whitney	Legal services rendered through April 30, 2025	\$	105,043.24
Southeast Cass Water Resource District	Sheyenne River Railroad Bridge Snagging/Clearing	\$	49,771.50
Dorsey & Whitney	Legal services rendered through April 30, 2025	\$	11,841.00
Cass County	Reimburse misc expenses from Diversion Authority office	\$	8,841.32
Total Bills Received through May 14, 2025		\$	<u>2,136,581.92</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
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrld@casscountynd.gov
casscountynd.gov

May 6, 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 \$1,346,187.94 regarding the above-mentioned projects.

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, Secretary

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES						5/6/2025
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
				(531,458.71)	Pifer Group	2024 Land Rental Income
4/11/2025	3/31/2025	202092	130007	19,324.50	Ohnstad Twichell, PC	Diversion Right of Way Acquisition
4/11/2025	3/31/2025	202093	160007	3,675.00	Ohnstad Twichell, PC	Diversion Authority Agreement - Drians
4/11/2025	3/31/2025	202094	170007	28,788.77	Ohnstad Twichell, PC	Upstream Mitigation Area
4/11/2025	3/31/2025	202096	187007	98.00	Ohnstad Twichell, PC	Diversion - Southern Embankment
4/11/2025	3/31/2025	202097	197007	528.00	Ohnstad Twichell, PC	Western Tie Back
4/11/2025	3/31/2025	202098	207007	96.00	Ohnstad Twichell, PC	Wetland Mitigation Drain 27
4/11/2025	3/31/2025	202099	247007	11,515.00	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project
4/11/2025	3/31/2025	202101	257007	64.00	Ohnstad Twichell, PC	1099 Preparation - 2024 Acquisitions
5/2/2025	4/22/2025	202541	207007	907.00	Ohnstad Twichell, PC	Larry A. Brandt Revocable Living Trust (OIN 9348) Quick Take Eminent Domain Action
5/2/2025	4/22/2025	202542	227007	18,486.00	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action
5/2/2025	4/22/2025	202543	227007	738.00	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action
5/2/2025	4/22/2025	202544	227007	402.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action
5/2/2025	4/22/2025	202545	227007	100.50	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action
5/2/2025	4/22/2025	202546	227007	1,641.50	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action
5/2/2025	4/22/2025	202547	227007	3,003.50	Ohnstad Twichell, PC	Brakke Family (OIN 1938, 1977, 1978) Eminent Domain Action
5/2/2025	4/22/2025	202548	227007	1,005.00	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action
5/2/2025	4/22/2025	202549	227007	770.50	Ohnstad Twichell, PC	Askegaarde Robert, R. (OIN 1950, 1963, 1966) Eminent Domian Action
5/2/2025	4/22/2025	202550	227007	134.00	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action
5/2/2025	4/22/2025	202551	227007	1,373.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action
5/2/2025	4/22/2025	202552	227007	31,925.50	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action
5/2/2025	4/22/2025	202553	237007	6,331.50	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domian Action
5/2/2025	4/22/2025	202554	237007	837.50	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action
5/2/2025	4/22/2025	202255	237007	429.50	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action
5/2/2025	4/22/2025	202556	237007	2,173.50	Ohnstad Twichell, PC	Redlin, Gary & Patricia (OIN 2002) Eminent Domain Action
5/2/2025	4/22/2025	202557	237007	1,236.00	Ohnstad Twichell, PC	Duchscherer, Brian & Kelly (OIN 9416 1885) Eminent Domain Action
5/2/2025	4/22/2025	202558	237007	1,608.00	Ohnstad Twichell, PC	Johnson, Nancy Rae & Justin A. (OIN 2039 2041) Eminent Damain Action
5/2/2025	4/22/2025	202559	237007	201.00	Ohnstad Twichell, PC	Professional Services
5/2/2025	4/22/2025	202560	237007	971.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action
5/2/2025	4/22/2025	202561	247007	2,680.00	Ohnstad Twichell, PC	Moe Gail J (OIN 1953) Eminent Domain Action
5/2/2025	4/22/2025	202562	247007	2,780.50	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action
5/2/2025	4/22/2025	202571	257007	11,898.50	Ohnstad Twichell, PC	Sheyenne Benching Project
4/28/2025	4/7/2025	855186	38810.00012	800.00	Larkin Hoffman	Hanson Flowage Easement Acquisition
4/28/2025	4/7/2025	855180	38810.00004	9,420.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land
4/28/2025	4/7/2025	855185	38810.00002	480.00	Larkin Hoffman	Richland County Right of Entry Agreements
4/28/2025	4/7/2025	855183	38810.00020	360.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition
4/28/2025	4/7/2025	855182	38810.00064	490.00	Larkin Hoffman	Dennis Patrick
4/28/2025	4/7/2025	855179	38810.00063	360.00	Larkin Hoffman	Hayes
4/28/2025	4/7/2025	855181	38810.00053	920.00	Larkin Hoffman	Granholt Family Farm LLLP
4/28/2025	4/7/2025	855184	38810.00065	524.00	Larkin Hoffman	Colehour/The Quinland Farm (OIN 2031-33; 2035; 0866-67 and 8063)
4/28/2025	4/7/2025	855178	38810.00028	3,800.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition
4/28/2025	4/8/2025	1200710488		12,532.35	HDR Engineering	CCJWRD TO2 Property Acquisitions Service ROW 2/23/25-3/29/25
4/28/2025	3/31/2025	13783.00-59		35,098.34	SRF Consulting Group, Inc.	Task Order 1 Amendments 1,2,3,4,5 & 6
4/25/2025	4/25/2025	279830		878,172.16	The Title Company	Buyer's Settlement Statement OIN1953
4/25/2025	4/25/2025	280064		627,837.33	The Title Company	Buyer's Settlement Statement OIN 2039, 2041
4/28/2025	4/1/2025	5184		33,500.00	Crown Appraisals, Inc.	(OIN 2042) Hertsgaard 3/19/25 (OIN 845) Brakke 3/3/25 (OIN 1946) Cossette 3/3/25 (OIN1997) MKRM Trust3/3/25
4/28/2025	4/1/2025	5185		15,000.00	Crown Appraisals, Inc.	(OIN 1938, 1977, 1998) Brakke Trust FE 3/26/2025
4/24/2025	4/24/2025			13,100.26	Penny Cirks	(OIN 9258) Relocation Reimbursement
4/24/2025	4/24/2025			77,996.02	Nipstad Farms Inc.	RHPD (OIN 2016)
4/11/2025	4/7/2025	2025-003		7,875.00	DKJ Appraisal LLC	Review Appraisal work in ND in FM Area Diversion Project
4/10/2025	3/11/2025	21658		257.50	All American Plumbing & Heating	HVAC Service to OIN 1093X 1883 88th Ave S
4/10/2025	3/11/2025	21657		337.00	All American Plumbing & Heating	HVAC Service to OIN 5002 1701 57th St. S
4/11/2025	3/25/2025	4014011		277.35	Lakes Gas	Propane - 150 Gallons to OIN 9258
4/11/2025	3/1/2025	G47 BE3647		277.87	CHS Dakota Plains	Propane - 150.2 Gallons to OIN 2014
4/10/2025	4/4/2025	921899338		252.07	Xcel Energy	Electric service to OIN 5002
	4/14/2025	1132241		46.45	Cass County Electric Cooperative	Location: 140-300-0510 Address: 5251 174 1/2 AVE SE (OIN 1992)
	4/14/2025	1121701		536.93	Cass County Electric Cooperative	Location: 106-320-0730 Address: 11701 57TH ST SE (OIN 5002)
	4/14/2025	1108711		151.43	Cass County Electric Cooperative	Location: 106-343-0100 Address: 4311 124 AV S (OIN 8386)
	4/14/2025	1167478		48.22	Cass County Electric Cooperative	Location : 17272 49ST SE (OIN 840)
	4/14/2025	1134578		472.60	Cass County Electric Cooperative	Location : 4095 CO RD 81 (OIN 9994)
	4/4/2025			1,000.00	Bob Mitchell	Return of rental deposit on OIN 9993/9994



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

May 12, 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. Also included are credits for Farmland revenue paid by The Pifer Group for 2020, 2021, 2022, 2023, and 2024. All requests were approved or authorized by the Diversion Authority. The current invoice/expense reimbursement request is as follows:

Metro Flood Diversion	\$686,351.82
2020 Farm Rev Credit	-\$37,481.89
2021 Farm Rev Credit	-\$59,812.24
2022 Farm Rev Credit	-\$37,150.67
2023 Farm Rev Credit	-\$54,731.69
2024 Farm Rev Credit	<u>-\$50,113.94</u>
Total Request	\$447,061.39

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
Clay County Auditor-Treasurer		15.006.4701 2025 property tax	\$46.00	1291845	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.007.1250 2025 prop tax	\$46.00	1275790	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.007.1251 2025 prop tax	\$46.00	1299022	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.017.2101 2025 prop tax	\$46.00	1298229	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.029.3001 2025 prop tax	\$46.00	1292410	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.029.3002 2025 prop tax	\$3,300.00	1292691	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.029.3003 2025 prop tax	\$150.00	1292363	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.029.3004 2025 prop tax	\$24.00	1293511	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.032.1800 2025 prop tax	\$1,300.00	1301976	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.032.4800 2025 prop tax	\$1,184.00	1301910	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		15.034.4301 2025 prop tax	\$46.00	1296382	4/11/25	4/16/25	124436	5/12/2025
Clay County Auditor-Treasurer		23.039.1100 2025 prop tax	\$46.00	1277375	4/11/25	4/16/25	124436	5/12/2025
Larkin Hoffman	4/7/25	prof svc thru 3/31/25	\$1,264.00	855174	4/17/25	4/23/25	124589	5/12/2025
Ohnstad Twichell	4/2/25	Upstream mitigation	\$11,530.11	202147	4/8/25	4/23/25	569534	5/12/2025
Ohnstad Twichell	4/2/25	general	\$1,867.70	202150	4/8/25	4/23/25	569534	5/12/2025
Ohnstad Twichell	4/2/25	eminent domain clay	\$3,444.00	202148	4/8/25	4/23/25	569534	5/12/2025
Ohnstad Twichell	4/2/25	eminent domain wilkin	\$3,694.00	202149	4/8/25	4/23/25	569534	5/12/2025
Red River Valley Coop	4/2/25	svc 13689 3rd st s	\$69.22		4/17/25	4/23/25	569538	5/12/2025
Red River Valley Coop	4/2/25	svc 12909 3rd st s	\$80.62		4/17/25	4/23/25	569538	5/12/2025
Red River Valley Coop	4/2/25	svc 3348 180th ave s house	\$68.59		4/17/25	4/23/25	569538	5/12/2025
SRF Consulting Group	3/31/25	prof svc thru 3/31/25	\$13,899.32	13820.00-54	4/16/25	4/23/25	569541	5/12/2025
The Title Co	4/24/25	flowage easement oin 1237,1256 ness	\$639,065.43			4/24/25	907623	5/12/2025
Larkin Hoffman	4/7/25	prof svc thru 3/31/25	\$5,081.40	855176	4/17/25	5/7/25	124759	5/12/2025
New Century Press	4/11/25	meeting notice	\$7.43	2025-538961	4/28/25	5/7/25	569664	5/12/2025
City of Fargo/Diversion Authority	2020	2020 Farmland revenue paid by The Pifer Group	-\$37,481.89					5/12/2025
City of Fargo/Diversion Authority	2021	2021 Farmland revenue paid by The Pifer Group	-\$59,812.24					5/12/2025
City of Fargo/Diversion Authority	2022	2022 Farmland revenue paid by The Pifer Group	-\$37,150.67					5/12/2025
City of Fargo/Diversion Authority	2023	2023 Farmland revenue paid by The Pifer Group	-\$54,731.69					5/12/2025
City of Fargo/Diversion Authority	2024	2024 Farmland revenue paid by The Pifer Group	-\$50,113.94					5/12/2025

Total reimbursement request 5/12/25

\$447,061.39

Attorneys at Law

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

15-1395 (JTS) Invoice # 202786

Flood Diversion Board

Bond Counsel Work - PPP

Date: May 2, 2025

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	215.4	\$416.00	\$89,606.40
CMM	0.8	\$410.00	\$328.00
LDA	6.1	\$410.00	\$2,501.00
KJS	35.4	\$410.00	\$14,514.00
MWM	0.4	\$410.00	\$164.00
DCP	0.4	\$410.00	\$164.00
KJM	49.2	\$385.00	\$18,942.00
SJH	9.6	\$340.00	\$3,264.00
TJF	11.9	\$300.00	\$3,570.00
RAK	3.7	\$270.00	\$999.00
ASM	3.6	\$270.00	\$972.00
CAS	6.0	\$270.00	\$1,620.00
AJR	36.5	\$270.00	\$9,855.00
CRR	25.0	\$235.00	\$5,875.00
Total Fees:	404.0		\$152,374.40
NDRIN			\$28.00
Postage			\$54.55
Prof Service Fee Gwendolyn			\$13,625.00
Travel/Mileage			\$1,504.34
Meals			\$9.24
Recording Fees			\$240.00
Total Expenses:			\$15,461.13
Grand Total			\$167,835.53

		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
CRM	Cassandra R. Molivigny, Associate	\$270.00
RAK	Roman A. Knudsvig, Associate	\$270.00
ASM	Avi S. Mann, 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 # 202786 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$40,182.20
151395-4	Public Finance Issues	\$303.60
151395-5	Consultant Contract Review/Development	\$956.80
151395-6	Support of External Litigation Counsel	\$162.00
151395-9	Environmental Permitting Issues/NEPA	
151395-12	USACE Interface/Questions	\$5,894.60
151395-13	Third Party Utility MOU's	\$20,419.70
151395-17	EPA WIFIA Loan	\$8,155.00
151395-23	PRAM	\$8,085.00
151395-24	P3 Implementation	\$53,958.30
151395-26	Appraisal Review	\$1,292.00
151395-27	UMA/Utility Review	\$1,394.00
151395-30	Dispute Review Board Matters	\$11,571.20
TOTAL		\$152,374.40

*exp only



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

May 6, 2025
Invoice Number 4075546

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

For Legal Services Rendered Through April 30, 2025

INVOICE TOTAL

Total For Current Legal Fees	\$104,809.00
Total For Current Disbursement and Service Charges	\$234.24
Total Due This Invoice	\$105,043.24

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



Metro Flood Diversion Authority
 Client-Matter No.: 491379-00004
 Invoice Number: 4075546

May 6, 2025
 Page 12

Disbursements and Service Charges

Nuix Discover Data Hosting	234.24
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Total for Disbursements and Service Charges	\$234.24
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Total This Invoice	\$105,043.24
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Timekeeper Summary

Name	Hours	Billed Rate	Amount
Burkhart, Rachel	6.40	640.00	4,096.00
Eliason, Sharon	0.50	390.00	195.00
Keane, Bryan	51.80	810.00	41,958.00
Knoll, Jocelyn	19.50	860.00	16,770.00
Racine, David	52.70	580.00	30,566.00
Stark, Mary Jo	1.40	440.00	616.00
Webster, Nathan	20.40	520.00	10,608.00
Total all Timekeepers	152.70		104,809.00

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



PO Box 406, Fargo, ND 58107
 1307 County Rd 17 N, West Fargo, ND 58078
 Office: 701-282-4977
 Email: ar@industrialbuilders.com

INVOICE

To:	Southeast Cass Water Resource District	Invoice:	251126003
	c/o Moore Engineering	Invoice Date:	05/06/25
	925 10th Ave E	Due Date:	06/05/25
	West Fargo, ND 58078	Customer#:	282381
Attn:	Brady Woodard	Terms:	Net 30 Days
PO#	WP38C T018 Sheyenne River Railroad Br	Page:	Page 1 of 3
	Snagging/Clearing		
IBI Contract:	25112- 006-003 Bill# 6		

Detail of Work:	Date	Units	U/M	Price	Total
Laborer with Saw					
Labor	03/05/25	70.00	HRS	73.00	5,110.00
					Laborer with Saw
					5,110.00
Superintendent with Pickup					
Superintendent	03/05/25	20.00	HRS	132.00	2,640.00
Superintendent	01/27/25	6.00	HRS	132.00	792.00
Superintendent	01/28/25	6.00	HRS	132.00	792.00
					Superintendent with Pickup
					4,224.00
Operated Equipment					
02-085 -(02-SDT) 93 Kenworth T800B Side Dump (98)	03/05/25	12.50	HRS	150.00	1,875.00
02-115 -(02- DT) 07 Sterling Dump Truck (09)	01/22/25	3.50	HRS	135.00	472.50
02-146 -(02-OTR) 18 Kenworth T800 (17) Martin Leath	03/05/25	8.00	HRS	230.00	1,840.00
02-146 -(02-OTR) 18 Kenworth T800 (17) Martin Leath	01/22/25	10.00	HRS	230.00	2,300.00
02-154 -(02-OTR) 21 Peterbilt 567 Tractor (20) Bob Power	01/22/25	4.00	HRS	230.00	920.00
20-059 -(20- B) 08 Komatsu PC200-LC8 (09)	03/05/25	70.00	HRS	235.00	16,450.00
20-059 -(20- B) 08 Komatsu PC200-LC8 (09)	01/27/25	6.00	HRS	235.00	1,410.00
20-059 -(20- B) 08 Komatsu PC200-LC8 (09)	01/28/25	6.00	HRS	235.00	1,410.00
20-068 -(20- B) 18 Komatsu Excavator PC360LC-11 (19) (12-132)	01/27/25	8.00	HRS	285.00	2,280.00
20-068 -(20- B) 18 Komatsu Excavator PC360LC-11 (19) (12-132)	01/28/25	7.00	HRS	285.00	1,995.00
20-091 -(20- B) 14 Caterpillar 329EL Excavator (19)	01/27/25	2.00	HRS	350.00	700.00
20-091 -(20- B) 14 Caterpillar 329EL Excavator (19)	01/28/25	1.00	HRS	350.00	350.00
21-048 -(21- L) 11 Volvo L70F Wheel Loader (11)	03/05/25	10.00	HRS	100.00	1,000.00



PO Box 406, Fargo, ND 58107
 1307 County Rd 17 N, West Fargo, ND 58078
 Office: 701-282-4977
 Email: ar@industrialbuilders.com

INVOICE

To:	Southeast Cass Water Resource District	Invoice:	251126003
	c/o Moore Engineering	Invoice Date:	05/06/25
	925 10th Ave E	Due Date:	06/05/25
	West Fargo, ND 58078	Customer#:	282381
Attn:	Brady Woodard	Terms:	Net 30 Days
PO#	WP38C T018 Sheyenne River Railroad Br	Page:	Page 2 of 3
	Snagging/Clearing		
IBI Contract :	25112- 006-003 Bill# 6		

21-104 -(21- SF) 23 Bobcat T76 Track Loader (23)	03/05/25	10.00	HRS	82.00	820.00
21-105 -(21- SF) 23 Bobcat T76 Track Loader (23)	01/27/25	8.00	HRS	130.00	1,040.00
21-105 -(21- SF) 23 Bobcat T76 Track Loader (23)	01/28/25	7.00	HRS	130.00	910.00
Operated Equipment					35,772.50

Bare Equipment

R0-471 -(95-) Burn Tubs	03/05/25	180.00	HRS	12.50	2,250.00
Bare Equipment					2,250.00

Material & Other Expenses

WF Land Fill 5 Loads @ \$420 EA	03/05/25	5.00	EA	420.00	2,100.00
Material & Other Expenses					2,100.00
Markup on Material & Other Expenses (15%)	2,100.00	@	15.00%		315.00

Invoice Sub-Total	49,771.50
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Summary

Laborer with Saw	5,110.00
Superintendent with Pickup	4,224.00
Operated Equipment	35,772.50
Bare Equipment	2,250.00
Material & Other Expenses	2,100.00
Markup on Material & Other Expenses (15%)	315.00
CURRENT DUE :	49,771.50



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

May 6, 2025
Invoice Number 4075545

Client-Matter No.: 491379-00006
Employment advice

For Legal Services Rendered Through April 30, 2025

INVOICE TOTAL

Total For Current Legal Fees	\$11,841.00
Total Due This Invoice	\$11,841.00

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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.

**INVOICE: INV011814**

Date 05/12/2025
 Invoice account 198

CITY OF FARGO
 PO BOX 49
 Fargo, ND

Description	Quantity	Unit price	Amount
FM DIVERSION MISC EXPENSE	1.00	8,841.32	8,841.32
FM DIVERSION PAYROLL EXPENSE	1.00	89,502.94	89,502.94

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
98,344.26	0.00	0.00	98,344.26	0.00	0.00	USD	98,344.26

Due date

06/11/2025

Please detach and send this copy with remittance.

MAKE CHECKInvoice: **INV011814**

Name: CITY OF FARGO

PAYABLE TO:

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

Date: 05/12/2025

Account #: 198

Total: 98,344.26**Due date**

06/11/2025



Diversion Board of Authority Meeting

May 22, 2025

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements



MOU Parties	Project	MOU or Agreement Cost and Summary
Heiden Family & MFDA	Raymond Township Mobility Improvement	The purpose of this Temporary Construction Easement (TCE) between the Heiden Family 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 construction the Raymond Township Mobility Improvement.
MFDA Contractors & MFDA	Borrow Stockpile	The purpose of the Stockpile Access and Removal Release, Hold Harmless, and Indemnification Agreement serves as a three-party contract between the MFDA, CCJWRD and MFDA Contractors. The Authority has a stockpile of material that is currently on CCJWRD owned land. This agreement allows MFDA contractors that enter into the agreement to access and use the borrow material from the stockpile for MFDA projects.
CRWUD & MFDA	Water User Agreement	The purpose of the Water User Agreement is for the purpose of Cass Rural Water User District (CRWUD) to provide water to the MFDA's Authority Administrative Building (AAB). The MFDA will construct the infrastructure necessary for the purposes of providing water service to the property and will become a CRWUD member.
RRVA (Developer), MFDA, and Dispute Board Members	Dispute Resolution Board Agreement (Technical)	The Dispute Review Board Agreement (Technical) is an agreement between the MFDA, RRVA (Developer) and the P3 Collaborative LLC (Christopher Kane); Hafer Dispute Resolution, LLC (Randall F. Hafer); and a to be named third board member (collectively known as the Board Members). Per the Project Agreement between the MFDA and the Developer, Article 54 provides for the establishment and operation of a Technical Dispute Resolution Board to assist in resolving any dispute of a technical nature. This agreement includes Establishment of Board, Board Responsibilities, Hearings and Decisions, Provision of Documents to Board, Payment, and Miscellaneous.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this ____ day of _____, 2025, by Heiden Family, LLLP, a North Dakota limited liability limited partnership, whose post office address is 2809 Sheyenne Street, West Fargo, North Dakota 58078 (“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. Grantee and Raymond Township, North Dakota entered into a Memorandum of Understanding on June 27, 2024 to outline the respective roles and responsibilities associated with the Comprehensive Project, including a portion of the Comprehensive Project commonly referred to as the Raymond Township Mobility Improvement Project for the construction and improvement of 166th Avenue Southeast and 34th Street Southeast in Raymond Township, North Dakota (the “Raymond Township Project”);

C. Grantor owns certain real property that the Grantee must use for the purposes of maintaining the Raymond Township Project, as described below.

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 Raymond Township Project, all subject to the terms and conditions contained in this Easement.

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

AGREEMENT

1. **The Temporary Easement 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 “Temporary Easement Property.”) True and accurate copy of a Certificate of Survey of the Temporary Easement Property are attached hereto as **Exhibit “B”** (the “Survey”).

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee’s Member Entities, officers, employees, agents, representatives, and contractors, this temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: ingress and egress to and from the Diversion Project; constructing the Raymond Township Project, including but not limited to mobility improvements; moving, storing, and removing equipment, materials, and supplies; erecting and removing temporary structures on the Temporary Easement Property; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, gravel, and other materials on or from the Temporary Easement Property; and any other work necessary and incident to the construction and improvement of the Raymond Township Project. Grantee is not responsible for pre-existing environmental contamination or liabilities.

3. **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, 2026, or until Grantee completes the Raymond Township Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property.

4. **Extended Term.** Grantor agrees that the Grantee may elect to renew this Easement under identical terms for one (1) year term, by providing written notice of intent to renew the Easement to Grantor at least 90 days before the end of the term of the Easement and by paying Grantor a payment of \$294.00 for the new one (1) year term.

5. **Structures and Personal Property.** Unless otherwise agreed by the parties, the Grantor will remove any buildings, structures, personal property, or other items left on the Temporary Easement Property on or before June 1, 2025, which would interfere with Grantee’s rights under this Easement. Any buildings, structures, personal property, or other items remaining

on the Temporary Easement after June 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.

6. **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.

7. **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.

8. **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 Raymond Township Project. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Raymond Township 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.

9. **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 Raymond Township 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.

10. **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.

11. **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.

12. **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.

13. **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.

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

15. **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.

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

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

(Signatures appear on following pages.)

(SEAL)

Metro Flood Diversion Authority

Temporary Construction Easement – Heiden Family LLLP

Raymond Township Mobility Improvement Project

OINs 918; 920; 924X - Parcels: 59000010900010; 59000010902000; 59000010905010

Page 6

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

METRO FLOOD DIVERSION AUTHORITY

By: _____
Jason Benson, Executive Director

By: _____
Tony Grindberg, Chair

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a Notary Public, in and for said County and State, personally appeared Jason Benson, to me known to be the Executive Director of the Metro Flood Diversion Authority, and who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Metro Flood Diversion Authority.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a Notary Public, in and for said County and State, personally appeared Tony Grindberg, to me known to be the Chair of the Metro Flood Diversion Authority, and who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Metro Flood Diversion Authority.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

Metro Flood Diversion Authority

Temporary Construction Easement – Heiden Family LLLP

Raymond Township Mobility Improvement Project

OINs 918; 920; 924X - Parcels: 59000010900010; 59000010902000; 59000010905010

Page 7

ATTEST:

By: _____
Dawn Lindblom, Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a Notary Public, in and for said County and State, personally appeared Dawn Lindblom, to me known to be the Secretary of the Metro Flood Diversion Authority, and who executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of the Metro Flood Diversion Authority.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

The legal descriptions contained in this document were prepared by:

James A. Schlieman
N.D. Registration No. LS-6086
Houston Engineering, Inc.
1401 21st Ave N
Fargo, ND 58102-1814

EXHIBIT “A”

(LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY)

OIN 918:

The North 10.00 feet of the South 43.00 feet of the Southwest Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the West 33.00 feet thereof;

Together with

The North 5.00 feet of the South 48.00 feet of the East 51.00 feet of the Southwest Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota.

Said tract contains 0.606 acres, more or less.

AND

OIN 920:

The North 10.00 feet of the South 43.00 feet of the Southeast Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 33.00 feet thereof;

Together with

The North 5.00 feet of the South 48.00 feet of the West 53.00 feet of the Southeast Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota;

Together with

The North 10.00 feet of the South 53.00 feet of the West 61.00 feet of the East 94.00 feet of the Southeast Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota.

Said tract contains 0.620 acres, more or less.

AND

OIN 924X:

That part of the North 20.00 feet of the South 53.00 feet of the Southwest Quarter of Section 23, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, lying westerly of the following described line:

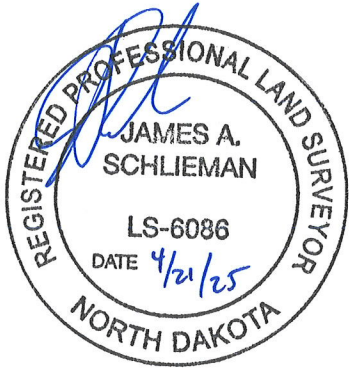
Commencing at the southwest corner of said Southwest Quarter; thence North 87°06'54" East, along the southerly line of said Southwest Quarter, for a distance of 550.00 feet to the true point of beginning of the line to be described; thence North 9°12'42" East for a distance of 824.39 feet, said line there terminating.

Less the West 33.00 feet thereof.

Said tract contains 0.241 acres, more or less.

EXHIBIT “B”

(CERTIFICATES OF SURVEY OF TEMPORARY EASEMENT PROPERTY)



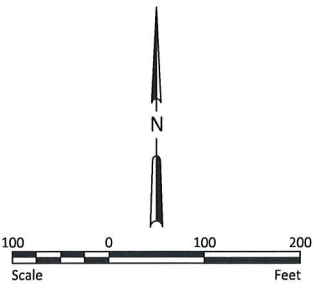
OIN 918 - Description - Temporary Construction Easement:

The North 10.00 feet of the South 43.00 feet of the Southwest Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the West 33.00 feet thereof.

Together with

The North 5.00 feet of the South 48.00 feet of the East 51.00 feet of the Southwest Quarter of Section 22, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota.

Said tract contains 0.606 acres, more or less.

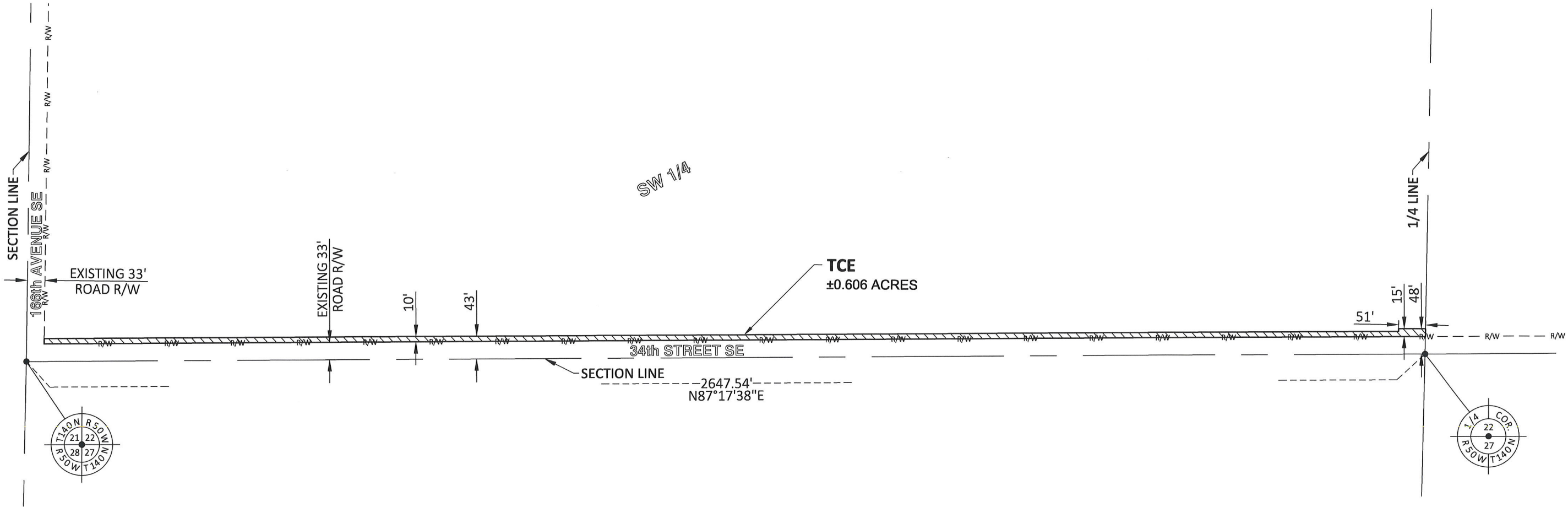


FOUND IRON MONUMENT	●
1/2" I.D. IRON PIPE SET	○
MEASURED BEARING	N88°06'54"E
PLAT BEARING	(N88°06'01"E)
MEASURED DISTANCE	151.04'
PLAT DISTANCE	(151.04')

MEASURED BEARINGS SHOWN ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM (NAD83) - SOUTH ZONE.

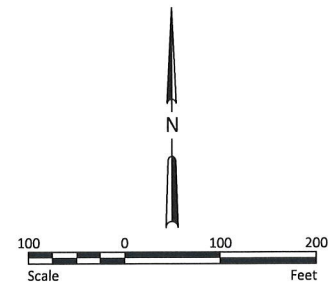
MEASURED DISTANCES SHOWN ARE GROUND DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001125127 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

TEMPORARY CONSTRUCTION EASEMENT



H:\JUN\7400\7438\7438_0105\CAD\166th Ave and 34th St\Certificate of Surveys\OIN 918 Heiden Family LLP FINAL COS 4-21-25.dwg-Sheet 1-4/21/2025 1:48 PM-(dbuchholz)

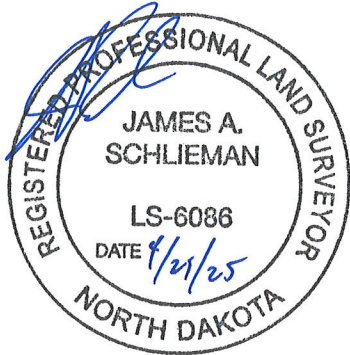
No.		Revision	Date	By	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota. James A. Schlieman ND. RLS. No. 6086	Date 4/21/25	Drawn by	Date	HEIDEN FAMILY LLLP PART OF THE SW1/4, SEC. 22, T140N, R50W CASS COUNTY, NORTH DAKOTA		CERTIFICATE OF SURVEY OIN 918 PROJECT NO. 7438-0105		SHEET 1 OF 1	
							Checked by	Scale						
							JAS	AS SHOWN						



TEMPORARY CONSTRUCTION EASEMENT



				I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.	Drawn by DSB	Date 4-21-25	HEIDEN FAMILY LLLP PART OF THE SE1/4, SEC. 22, T140N, R50W CASS COUNTY, NORTH DAKOTA	CERTIFICATE OF SURVEY OIN 920 PROJECT NO. 7438-0105	SHEET 1 OF 1
No.	Revision	Date	By	James A. Schlieman ND. RLS. No. 6086	Checked by JAS	Scale AS SHOWN			



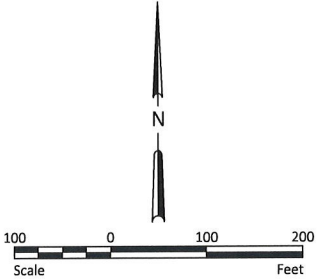
OIN 924X - Description - Temporary Construction Easement:

That part of the North 20.00 feet of the South 53.00 feet of the Southwest Quarter of Section 23, Township 140 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, lying westerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence North 87°06'54" East, along the southerly line of said Southwest Quarter, for a distance of 550.00 feet to the true point of beginning of the line to be described; thence North 9°12'42" East for a distance of 824.39 feet, said line there terminating.

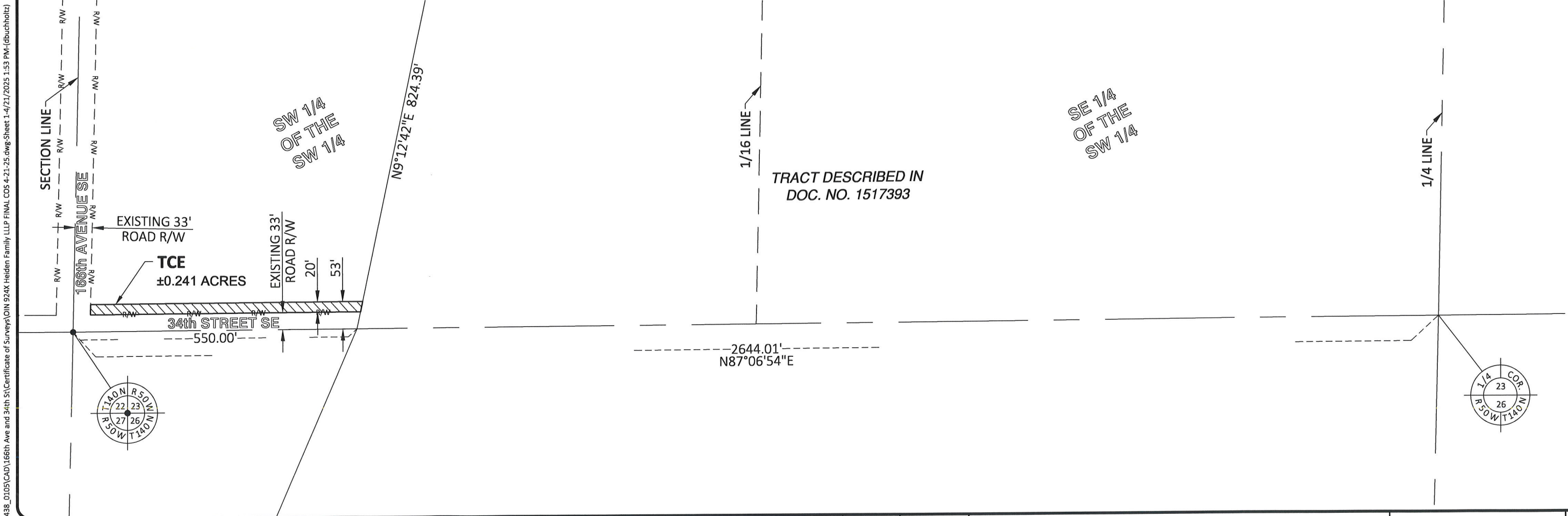
Less the West 33.00 feet thereof.

Said tract contains 0.241 acres, more or less.



FOUND IRON MONUMENT
1/2" I.D. IRON PIPE SET
MEASURED BEARING N88°06'54"E
PLAT BEARING (N88°06'01"E)
MEASURED DISTANCE 151.04'
PLAT DISTANCE (151.04')
MEASURED BEARINGS SHOWN ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM (NAD83) - SOUTH ZONE.
MEASURED DISTANCES SHOWN ARE GROUND DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001125127 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

TEMPORARY CONSTRUCTION EASEMENT



H:\JBN\7400\7438\7438_0105\CAD\166th Ave and 34th St\Certificate of Survey\OIN 924X Heiden Family LLP FINAL COS 4-21-25.dwg-Sheet 1-4/21/2025 1:53 PM-(dbuchholz)

No.		Revision	Date	By	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota. James A. Schlieman ND. RLS. No. 6086 Date 4/21/25	Drawn by DSB	Date 4-21-25	HEIDEN FAMILY LLLP PART OF THE SW 1/4 OF THE SW1/4, SEC. 23, T140N, R50W CASS COUNTY, NORTH DAKOTA	CERTIFICATE OF SURVEY OIN 924X PROJECT NO. 7438-0105	SHEET 1 OF 1
						Checked by JAS	Scale AS SHOWN			

Stockpile Access and Removal Agreement Release, Hold Harmless, and Indemnification Agreement



This Agreement is made and entered into on [Month Day], 20[XX], by and between the Metro Flood Diversion Authority, a North Dakota political subdivision ("MFDA" or "Authority"), Cass County Joint Water Resource District ("CCJWRD"), and [Name of Contractor], a duly licensed contractor in the State of North Dakota ("Contractor").

RECITALS

1. The Authority has accumulated a stockpile of material that has been determined to have limited value to the Authority, and that the cost of reducing the same exceeds the value to the Authority.
2. CCJWRD is a Member Entity of the Authority and CCJWRD is the legal owner of the real property upon which the stockpile of material is located.
3. The stockpile of material is located at (NW ¼ of T 138 R49 Sec. 28 adjacent to 57th Street South) (hereinafter the "CCJWRD Property"), and such area is accessible by use of existing section line roadways and an access roadway. See Attachment A for location.
4. The existing section line roadways and the access roadway are not constructed or intended for heavy truck traffic, and such activity will likely cause damage to the roads.

AGREEMENT

Now therefore, for good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. The Effective Date of this Agreement is [Month Day], 20[XX].
2. The Authority retains the right to control and manage its facilities and may enforce all reasonable rules for its management as determined by the Authority in its sole discretion. The Authority retains the right to restrict access to the CCJWRD Property to no more than four (4) Contractors at any one time to excavate from the stockpile.
3. Contractor shall be granted access to the CCJWRD Property to access the material and use its own equipment to remove material. The existing stockpile has four (4) designated locations, as shown in Attachment A, for excavation. Contractor will be assigned by the Authority to a specific location to excavate.
4. The Authority and Contractor agree Contractor may remove material only from their designated location of the stockpile, unless otherwise agreed to in writing signed by the Authority and Contractor.
5. The Authority shall designate [Name/email] as its representative and Contractor shall designate [Name/email] as its representative for purposes of coordination and communicating daily operations to prevent conflicts, promote efficiency, and reduce damage to roads.
6. Contractor's access to the stockpile shall be limited to a period beginning on the Effective Date and ending on the date the stockpile is removed or June 1, 2027, whichever event occurs first, unless otherwise agreed to in writing, signed by the Authority's and Contractor's representatives. Contractor must immediately inform [Authority Name in Section 5], in writing (email is sufficient), once the stockpile is completely removed.

7. The Contractor will be responsible for the maintenance of the existing section line roadways and the access roadway, including grading, dust control, and gravel replacement, as deemed necessary by the Authority. With approval from the Authority, the Contractor may construct temporary access improvements within the limits of the Borrow Access Road as shown in Attachment A. The Contractor will be responsible for keeping the roadways safe and passable and to coordinate/cooperate with other Contractors who may be present. Contractor will be required to get an approved haul route prior to commencement of work.
8. Contractor agrees to deposit with the Authority in the amount of five thousand dollars (\$5,000) to assure the availability of funds in the event Contractor's activities cause any damage to or Contractor fails to adequately maintain the existing section line roadways and the access roadway or any of the Authority's facilities.
9. Contractor agrees to abide by any such rules, policies and conditions that may be in effect from time to time.
10. Contractor agrees that access to the material shall be limited to Contractor on a first come, first served basis, and that the amount of material that may be removed from the material is at the sole discretion of the Authority.
11. Contractor understands and agrees that the Authority may terminate Contractor's access at any time, with or without notice to the Contractor. If Contractor is terminated due to breach of this contract, the Contractor will not be allowed access to the CCJWRD Property in future requests.
12. Contractor shall deliver a copy of its North Dakota Contractor's License to the Authority a minimum of ten (10) business days prior to access to the stockpile being granted.
13. Contractor shall deliver proof of insurance to the Authority, naming the Authority and CCJWRD as an additional insureds, in accordance with Contract requirements for a project let by the Authority in the normal course, prior to access to the stockpile being granted. Such shall be general commercial liability insurance and shall provide for a minimum policy limit of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate limit. Said general commercial liability insurance shall have a minimum deductible of not more than fifty thousand dollars (\$50,000). All on-road trucks and trailers shall be insured at the minimum requirements required by North Dakota law for commercial trucks and trailers.
14. Contractor shall indemnify, defend, and hold harmless the Authority and CCJWRD, their officers, agents, and employees against all liability and costs, including attorneys' fees, in any way connected to Contractor's access to the CCJWRD Property. The indemnification, defense, and hold harmless provisions of this Agreement shall survive the expiration and/or termination of this Agreement for a period of six (6) years commencing upon the termination or expiration of this Agreement.
15. Contractor understands and agrees that this Agreement binds Contractor, its successors, and assigns.
16. This Agreement shall expire on the final date upon which Contractor removes material from the CCJWRD. The Authority representative shall document such date and provide Contractor with notice of the final date of removal.
17. 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 District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

18. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Permanent Easement will remain binding and enforceable.
19. This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties.
20. Any modifications or amendments to this Agreement must be in writing and signed by Parties.

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this Agreement on ____ day
of _____, 2025.

**Metro Flood Diversion Authority,
a North Dakota political subdivision**

Tony Grindberg, Chair

Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for Cass County Joint Water Resource District

The governing body of the Cass County Joint Water Resource District approved this Agreement on _____ day of _____, 2025.

**Cass County Joint Water Resource District,
a North Dakota political subdivision**

Ken Lougheed, Chair

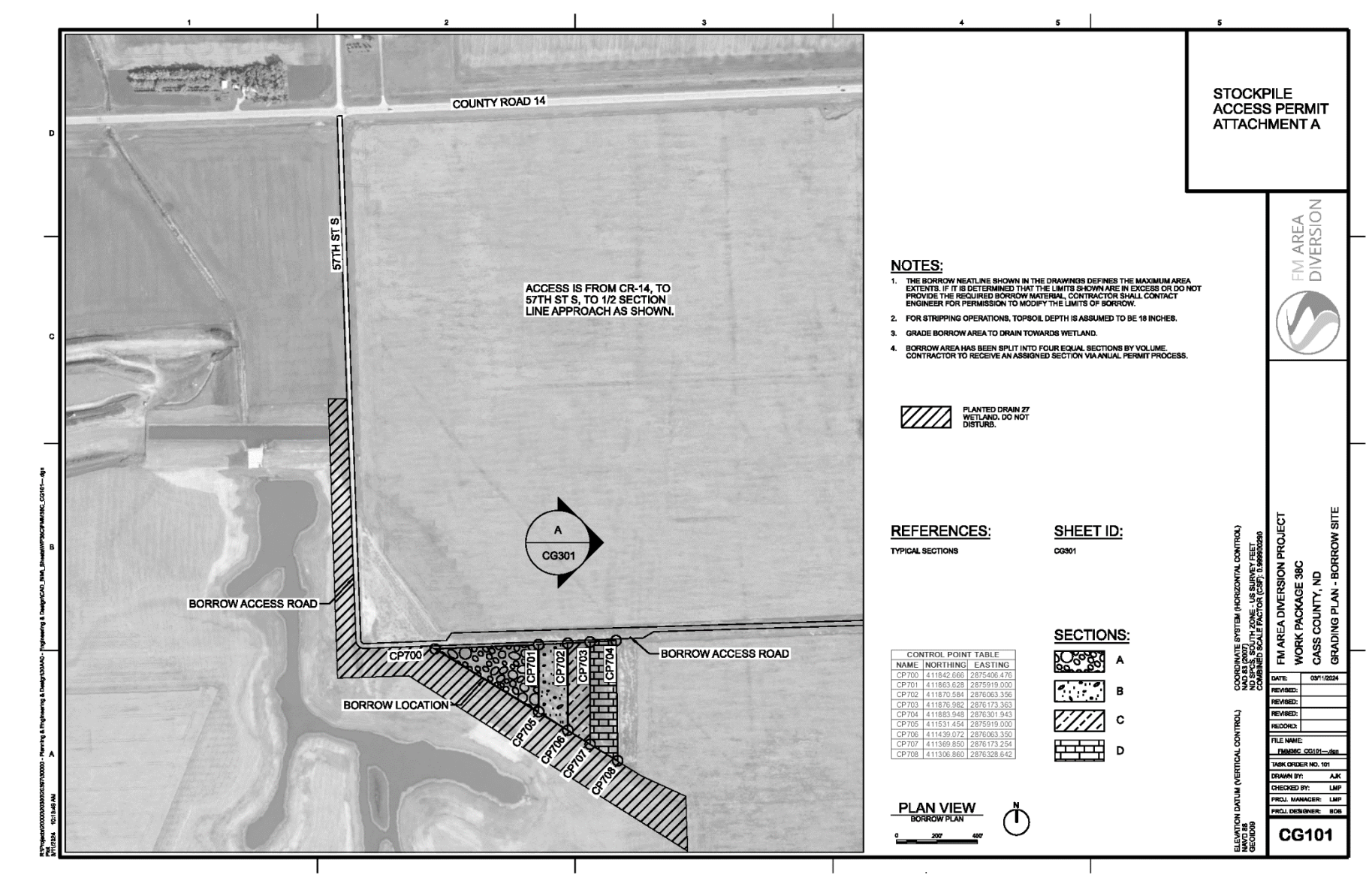
Melissa Hinkemeyer, Secretary

Contractor

By: _____

Its: _____

Exhibit A





**WATER USER AGREEMENT
CASS RURAL WATER USERS DISTRICT**

THIS AGREEMENT is entered into by the Metro Flood Diversion Authority, a North Dakota political subdivision, with a post office address of _____ (the “User”); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051 (the “District”).

RECITALS

A. The Cass County Joint Water Resource District (“CCJWRD”) is a member of the Metro Flood Diversion Authority and CCJWRD has authority to acquire and own property on behalf of User; CCJWRD, on the User’s behalf, is the record owner of the following real property in Cass County, North Dakota:

See legal description, Cass County parcel number, and property address attached as **Exhibit A**.

The property described above is the “User Property.” The User plans to construct and own an office building on the User Property and wishes to purchase water for the User Property from the District.

B. The User will construct the requisite water infrastructure necessary for purposes of providing water service to the User Property, and User will become a Cass Rural Water Users District member, subject to the terms of this Agreement.

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

AGREEMENT

1. **The Project.** The User will design, install, and construct the water infrastructure improvements necessary for purposes of providing and transporting a water supply from the District’s water supply system, including any extension of any of the District’s main distribution lines and related infrastructure necessary to deliver water up to and including the curb stop at the User Property (the “Exterior Infrastructure”). In addition to the Exterior Infrastructure, the User will design, install, and construct all interior and underground improvements necessary to distribute water from the curb stop to the User Property, including construction of individual service lines; meters, meter pits, and other metering equipment within the User Property; all monitoring equipment for purposes of monitoring and measuring water provided from the District’s water supply system to the User Property; and all other works and infrastructure on the User Property, but not including the curb stop, as necessary to provide water service to the User Property (the “Interior Infrastructure”); the Interior Infrastructure and the Exterior Infrastructure are, collectively, the “Water Infrastructure.” The design, installation, and construction of the Water Infrastructure is the “Project.”

***Metro Flood Diversion Authority
Cass Rural Water Users District
Water User Agreement***

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2. **Design Review.** The User or the User's contractor, at no cost to the District, will procure a professional engineer, acceptable to the District and properly licensed under North Dakota law, to design the Water Infrastructure; the User will design and construct the Water Infrastructure in accordance with applicable public utility construction standards and ordinances. The User will provide copies of plans and specifications to the District for review, and to afford the District the opportunity to include design modifications as necessary to ensure compatibility with the District's system and standards. The User will not commence construction until the District approves the User's final plans and specifications.

3. **Construction Warranties.** The User will ensure all contracts with all of the User's engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties regarding the Water Infrastructure include warranties for and on behalf of the District regarding any improper or defective procurement, design, construction, or installation. The User will otherwise assign any and all warranties, representations, or indemnities granted to the User, including all remedies for breach, in any contracts with engineers, consultants, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties to the District, and will otherwise cooperate with the District as reasonably necessary to allow the District to seek redress for any improper or defective procurement, design, construction, or installation of the Exterior Infrastructure or any component of the Exterior Infrastructure.

4. **Construction.** The User or the User's contractor, at no cost to the District, will construct the Water Infrastructure. The User will provide construction engineering services and full-time inspection services during the course of the Project, at the User's sole cost. The User will ensure final construction of the Water Infrastructure is in accordance with the plans and specifications approved by the District.

5. **Consultants and Contractors.** The User is solely responsible for completing the Project in accordance with the plans and specifications approved by the District. In addition, the User will require all engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project to secure the insurance required under this Agreement, and to name the District as an additional insured party in all policies. Further, all of the User's agreements and contracts with all engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project will require those parties to release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors. The User may not retain or procure any engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties that are not acceptable to the District. The User is fully responsible for scheduling and coordinating the Project and will secure and provide to the District lien waivers from all engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project.

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Cass Rural Water Users District
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6. **Inspection and Final Acceptance.** Upon notice from the User that the Project is complete, the District will conduct an inspection with the User. If the inspection reveals the Water Infrastructure is defective or is not otherwise in accordance with the plans and specifications approved by the District, the District will notify the User and the User will immediately take any and all measures necessary to remedy any defects and to otherwise complete the Project in accordance with the plans and specifications approved by the District. Once the District concludes the User has adequately remedied any defects and has otherwise properly completed the Project in accordance with the plans and specifications approved by the District, ownership of the Exterior Infrastructure will automatically vest in the District, without the need for any bill of sale or any other written document, and the District will own, operate, and maintain the Exterior Infrastructure at the District's expense. The User will own, operate, and maintain the Interior Infrastructure at the User's expense. Neither the District's inspection nor final acceptance of the Project will limit or waive any of the User's obligations under this Agreement; the User's obligations to complete the Project in accordance with the plans and specifications approved by the District; any of the User's warranty or indemnity obligations under this Agreement; or any of the warranties of any of the User's engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project.

7. **As-Built Drawings.** Within 60 days of final acceptance of the District's final acceptance of the Project, the User will provide the District with as-built drawings of the Water Infrastructure, including GPS coordinates of all water lines, curb stops, and gate valves, along with executed lien waivers from all engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project.

8. **Assumption of Risk.** The User explicitly accepts any and all risk regarding the Project. The District will not be liable or responsible for any damages or injuries to the User or any of the User's employees, officers, agents, representatives, licensees, invitees, engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, or suppliers resulting from, or in any way arising out of, the Project.

9. **Indemnity.** To the extent permitted by law, with the exception of liability resulting from the sole negligence or intentional misconduct of the District, the User will release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Project; water service to the User Property; this Agreement; and any acts or omissions of the User and any of the User's employees, officers, agents, representatives, licensees, invitees, engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, or suppliers. The User's agreements with its engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project will require those parties to release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors, with the same obligations required of the User under this Section.

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Cass Rural Water Users District
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10. **Insurance.** The User and the User's engineers, design consultants, surveyors, contractors, subcontractors, sub-subcontractors, suppliers, and any other parties retained or procured to provide services regarding the Project (the "Insuring Parties") will secure and maintain the following insurance policies and endorsements:

A) Prior to commencing the Project, the Insuring Parties will secure and keep in force during the term of this Agreement the following insurance coverages, for not less than the following amounts:

- i) Commercial General Liability Insurance (including completed operations, contractual, products coverages) with minimum liability limits of \$2,000,000 per occurrence.
- ii) Automobile Liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person, and \$2,000,000 per occurrence.
- iii) Excess or Umbrella Liability Insurance with minimum liability limits of \$2,000,000 per occurrence.
- iv) Workers Compensation Insurance in compliance with all applicable statutory requirements.

B) The Insuring Parties' insurance coverages listed above must meet the following additional requirements:

- i) Any deductible or self-insured retention amount or other similar obligation under the policies will be the Insuring Parties' sole responsibilities.
- ii) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.
- iii) All policies will name the District as an additional insured party.
- iv) All policies will be primary and noncontributory regarding any other insurance available to the District as an additional Insuring Party.
- v) The Insuring Parties' policies must each contain a "waiver of subrogation" that waives any right to recovery any of Insuring Parties' insurance companies might have against the District.
- vi) The Insuring Parties' policies must each contain a provision that the policies and any endorsements may not be cancelled or modified without 30 days' prior written notice to the District.
- vii) The Insuring Parties' policies, either in the policies or in endorsements, must each contain a provision that the Insuring Parties' insolvency or bankruptcy will not release the insurer from payment under the policy, even when an Insuring Party's insolvency or bankruptcy prevents an

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Insured Party from meeting the retention limit under the policy.

- viii) The Insuring Parties' policies, either in the policies or in endorsements, must contain cross liability/severability of interests, to ensure that the District is covered as if separately covered.

C) The Insuring Parties' policies will not limit the Insuring Parties' duties to release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, consultants, subcontractors, and representatives. The Insuring Parties' duties to release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, and contractors include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured.

11. **Membership and Water Service.** The User will be a user member of the District and the User will comply with all of the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, all as may be amended. Subject to the terms of this Agreement, and the terms of the District's BY-LAWS and RULES AND REGULATIONS, the District will provide water service to the User Property; the User will be solely responsible for providing water service to any individual units within the User Property. The parties agree the District has no obligation to provide water supply for fire protection. The User understands and agrees the District does not guarantee water service to the User Property; the quantity or quality of water; that the District has or will have sufficient water supply to supply water to the User Property; or that the District's water supply system has sufficient capacity to provide water to the User Property. Further, in the event of a water shortage or any other unforeseen circumstance that results in limited water supply, the District may restrict or refuse water service to the User Property. The User acknowledges receipt of the District's MEMBER HANDBOOK with the District's BY-LAWS and RULES AND REGULATIONS, current as of the date of this Agreement. The District may amend the BY-LAWS and RULES AND REGULATIONS in accordance with the terms of the BY-LAWS and need not provide the User with notice of any amendment or supply the User with a revised MEMBER HANDBOOK; the User may periodically request an updated copy of the MEMBER HANDBOOK from the District, or may access current and updated amended versions of the District's BY-LAWS and RULES AND REGULATIONS at the District's website. The District will bill the User in accordance with the District's RULES AND REGULATIONS. The User will pay for water at the rates set by the District, will pay any applicable connection or installation fees, and will comply with the District's billing procedures and policies, including late penalties. The District may disconnect the User Property or otherwise discontinue water service to the User Property as provided in the District's RULES AND REGULATIONS; for any violation of this Agreement; for failure to make any payment due the District; for any unauthorized connection to the District's water supply infrastructure; or for any bypassing, tampering, or unauthorized metering, as defined under Chapter 49-04.1 of the North Dakota Century Code.

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Cass Rural Water Users District
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12. **Access to the User Property.** By virtue of this Agreement, and without the necessity for any additional permission, easement, or access document, the User grants the District and the District's officers, employees, agents, representatives, consultants, and contractors reasonable access and right of way upon, over, in, under, across, and through the User Property, including all unplatted and platted lots or parcels, for purposes of ingress and egress, construction, reconstruction, inspection, operation, maintenance, and improvements of the Water Infrastructure. With the exception of emergency situations, the District will provide reasonable notice to the User prior to any entry and the District will not unreasonably interfere with activities of the User's contractors. The District's access rights to the User Property will survive any termination of this Agreement. In addition, the User will grant the District any easements that are reasonably necessary for the construction, reconstruction, inspection, operation, maintenance, and improvements of the Exterior Infrastructure.

13. **Title to the User Property.** The User warrants that, as of the date of this Agreement, the User is the fee simple owner of the User Property; the User has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; the User has the right to promise and perform the obligations contained in this Agreement; no portion of the User Property is subject to any ownership interest, including any right of reverter, to any third party; and this Agreement does not violate any mortgage or other interest held by any third party regarding the User Property, or any portion of the User Property.

14. **Remedies.** In addition to any other remedies available to the District under this Agreement and under the District's BY-LAWS and RULES AND REGULATIONS, if the User fails to perform any of the User's obligations under this Agreement regarding the Project within a reasonable time following request or demand from the District, the District may perform the User's obligations and may recover its costs incurred by assessing the costs against the User Property or any other property owned by the User in North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. Any unpaid amounts due to the District from the User not paid within 60 days of written notice from the District will accrue interest in the amount of 1.5% per month on all outstanding principal, or the maximum amount allowed by law, whichever is less, until paid in full. The District's remedies provided in this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law in case of any breach or threatened breach by the User of any provision or provisions of this Agreement. The User will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

15. **Assignment.** The User will not transfer or assign this Agreement, nor any of the parties' rights or obligations under this Agreement, without the express written consent of the District. If the User sells or conveys ownership of the User Property, the User will notify the District and any subsequent owner will be subject to this Agreement.

16. **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.

***Metro Flood Diversion Authority
Cass Rural Water Users District
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17. **No Forbearance.** The failure or delay of the District to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the District to enforce each and every term of this Agreement.

18. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

19. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties and must be recorded with the Cass County Recorder.

20. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, assigns, heirs, executors, administrators, and legal representatives, including subsequent owners of the User Property, or any lot, parcel, or portion of the User Property.

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

22. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

***Metro Flood Diversion Authority
Cass Rural Water Users District
Water User Agreement***

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CASS RURAL WATER
USERS DISTRICT

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

Approved: _____, 2025

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**METRO FLOOD DIVERSION
AUTHORITY**

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Approved: _____, 2025

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Cass Rural Water Users District
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EXHIBIT A

Legal Description, Cass County Parcel Number, and Address of the User Property

Lot 1, Block 1, AAB Addition, Cass County, North Dakota, a part of the plat in the Northeast Quarter of Section 28, Township 138 North, Range 49 West, Cass County, North Dakota.

Cass County Parcel No.: _____

Address: _____

DISPUTE REVIEW BOARD AGREEMENT (TECHNICAL)

THIS DISPUTE REVIEW BOARD AGREEMENT (this “**DRB Agreement**”) is made on _____, 2025 (the “Effective Date”), **BETWEEN:**

- (1) The **METRO FLOOD DIVERSION AUTHORITY** (the “**Authority**”), a permanent North Dakota political subdivision and joint powers entity formed through the Joint Powers Agreement, dated June 1, 2016, by and among the City of Moorhead, the City of Fargo, Clay County, Cass County and the Cass County Joint Water Resource District;
- (2) **RED RIVER VALLEY ALLIANCE, LLC**, a Delaware limited liability company (the “**Developer**”); and
- (3) **P3 COLLABORATIVE LLC (Christopher Kane); HAVER DISPUTE RESOLUTION, LLC (Randall F. Hafer)**; and _____ (collectively, the “**Board Members**”).

RECITALS:

- (A) The Authority and the Developer have entered into the Project Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project – Diversion Channel and Associated Infrastructure, dated August 19, 2021, as may be amended from time to time (the “**Project Agreement**”), in connection with the development, design, construction, financing, operation and maintenance of the Diversion Channel and Associated Infrastructure Work Package (the “**Project**”) of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project, as more fully described in the Project Agreement.
- (B) Article 54 (*Dispute Resolution*) of the Project Agreement provides for the establishment and operation of a Technical Dispute Review Board to assist in resolving any Dispute of a technical nature and a Financial Dispute Review Board to assist in resolving any Dispute of a financial nature, in each case that may arise among the Authority, the Developer, and others with respect to the Project.
- (C) The Authority and the Developer have agreed that Howard Swanson of Swanson & Warcup, Ltd., 1397 Library Circle, Suite 202, Grand Forks, ND 58201, will serve as the DRB Independent Local Counsel and provide advice to the Board Members regarding compliance with the North Dakota Open Meetings and Open Records Law, and that DRB Independent Local Counsel shall not provide any other legal advice to the Board and/or the Board Members. DRB Independent Local Counsel will coordinate with the General Counsel for the Authority regarding the posting of Board meeting notices, Board meeting agendas, and Board meeting minutes.

THE PARTIES AGREE as follows:

1. ESTABLISHMENT OF BOARD

- 1.1 The Technical Dispute Review Board (the “**Board**”) will begin operation upon the Effective Date of this DRB Agreement by the Authority, the Developer, and all three (3) Board Members. The initial Board Members’ tenure will terminate six (6) months after Project Final Completion (unless sooner terminated in accordance with this DRB Agreement or Applicable Law). Subject to Section 2.5 of this DRB Agreement, at any time during the Operating Period, should the Developer and the Authority agree to replace the Board, a new Dispute Review Board will be established following the procedures of Exhibit 21 for the selection of members and formation of the Board.

- 1.2 Each member of the Board represents, warrants, and covenants on his or her behalf that he or she complies with the criteria and limitations for membership described in Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.
- 1.3 All three (3) Board Members must have submitted and received approval of disclosure statements according to the requirements of Section 1.6 (*Disclosure Statements*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.
- 1.4 If during the term of this DRB Agreement, a Board Member has a discussion regarding employment or enters into any agreement for employment with the Authority, an Authority-Related Entity, the Developer or a Developer-Related Entity, the Board Member shall promptly (and in any event within two (2) Business Days) disclose such discussion or agreement to both the Authority and the Developer and the Board Member will be disqualified from serving on the Board.

2. BOARD RESPONSIBILITIES

- 2.1 The Board shall fairly and impartially consider and provide written decisions for resolution of disputes in accordance with Article 54 (*Dispute Resolution*) of the Project Agreement and Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement. The Board Members shall perform the services necessary to participate in the Board's actions in accordance with this DRB Agreement.
- 2.2 Board Members will be kept informed monthly of Project-related activities and other developments by means of regular progress reports, minutes of progress meetings, and other relevant information prepared by the Authority and the Developer.
- 2.3 All Board Members are to act independently in the consideration of facts and conditions surrounding any Dispute.
- 2.4 Subject to Section 2.5, neither the Developer, nor the Authority may seek advice from or consult with any Board Member, on an ex parte basis. Each of the Authority and the Developer may seek advice from or consult with the entire Board during any Board meeting, after first giving notice to all interested parties. Any Board Member who has ex parte contact with the Authority or the Developer (or a representative of either party) will be subject to removal from the Board for cause.
- 2.5 A Board Member may withdraw from the Board upon delivery of written notice of withdrawal to the Authority, the Developer and the other Board Members. The notice must specify a withdrawal date at least thirty (30) days following the date of delivery of the notice.
- 2.6 A Board Member may be terminated by the Authority or the Developer if at any time that Board Member:
 - (a) fails to meet the relevant qualifications set out in Sections 1.2 (*Board Membership*) through Section 1.5 (*Additional Criteria Applicable to any Dispute Review Board Members*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement; or
 - (b) is otherwise disqualified pursuant to Section 1.10 (*Disqualification and Replacement of Board Members*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.

- 2.7 Should the need arise to appoint a replacement Board Member, the replacement member will be appointed in the same manner as provided by the Project Agreement for appointment of the original member. The selection of a replacement Board Member will begin promptly upon notification of the necessity for a replacement and must be completed within thirty (30) days of such notice. The change in Board membership will be evidenced by the new member's signature on this DRB Agreement.
- 2.8 The personal services of the Board Member are a condition to receive payment under this DRB Agreement.
- 2.9 No Board Member may assign or transfer any of his or her work, rights, or obligations under this DRB Agreement without the prior written consent of both the Authority and the Developer.
- 2.10 Each Board Member shall comply with the Open Meetings Law and Open Records Law of North Dakota. To the extent that the Board or a Board Member receives an Open Records request, the Board Member or Members shall coordinate with the DRB Independent Local Counsel.
- 2.11 Each Board Member, in the performance of his or her duties on the Board, is acting as an independent contractor and not as an employee of either the Authority or the Developer. Board Members will not be entitled to any employee benefits.

3. HEARINGS AND DECISIONS

- 3.1 Each Dispute under the Project Agreement will be heard and decided by the Board in accordance with the procedures and timelines established in Section 54.4 (*Dispute Review Board*) of the Project Agreement and in accordance with ND AG Op. 2025-O-02.
- 3.2 Within the limits set by Section 54.4 (*Dispute Review Board*) of the Project Agreement, the Board will have the right to establish its own procedures and time limits, including the right to establish or to waive evidentiary rules and procedures. Each party involved in the Dispute will retain the right to discovery, within the parameters set by the Board.

4. PROVISION OF DOCUMENTS TO BOARD

- 4.1 The Authority shall provide each Board Member with one (1) copy of each Project-related document in accordance with Section 2.2 (*The Authority's Responsibilities*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.
- 4.2 The Developer shall provide each Board Member with one (1) copy of each Project-related document it has, other than those provided by the Authority, in accordance with Section 2.1 (*The Developer's Responsibilities*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.

5. PAYMENT

- 5.1 The Authority and the Developer shall each pay their portion of the costs related to the services rendered by each Board Member in accordance with Section 3 (*Basis of Payment*) of Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement.
- 5.2 Invoices for payment for Board Member work completed under this DRB Agreement will be submitted monthly. Such invoices must be in a format approved by the Authority and the Developer, and accompanied by a general description of activities performed during the relevant period.

- 5.3 The value of work performed for payment will be established using the billing rate and hours expended by the Board Member, together with direct, reasonable, non-salary expenses. Billings for expenses will include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.
- 5.4 Each Board Member shall keep available for inspection, for a period of seven (7) years after final payment, the cost records and accounts pertaining to this DRB Agreement.

6. MISCELLANEOUS

- 6.1 This DRB Agreement will commence upon execution by the Developer, the Authority and all three (3) Board Members.
- 6.2 This DRB Agreement will terminate upon the earlier of six (6) months after Project Final Completion or upon termination of the Project Agreement. The term of the Board may be extended or terminated early by written, mutual agreement between the Developer and the Authority.
- 6.3 Capitalized terms used but not defined in this DRB Agreement will have the meanings given in the Project Agreement.
- 6.4 The parties to this DRB Agreement intend for (a) Article 54 (*Dispute Resolution*) of the Project Agreement, (b) Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement and (c) the other terms of this DRB Agreement, to be complementary. Except as otherwise specifically provided in this DRB Agreement, if there is any conflict between this DRB Agreement and Article 54 (*Dispute Resolution*) of the Project Agreement or Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement, Article 54 (*Dispute Resolution*) and Part 2 (*Dispute Review Board Procedures*) of Exhibit 21 (*Dispute Review Board*) to the Project Agreement will control.
- 6.5 Notices under this DRB Agreement must be sent as provided in Section 57.9 (*Notices and Communications*) of the Project Agreement. The addresses for the Board Members are set out on the signature pages of this DRB Agreement.
- 6.6 This DRB Agreement will be governed by and construed in accordance with the laws of North Dakota.
- 6.7 The parties consent to the jurisdiction of any court of North Dakota and any federal courts in North Dakota, waiving any claim or defense that such forum is not convenient or proper. The parties agree that any such court will have in personam jurisdiction over it, and consents to service of process in any manner authorized by Applicable Law.
- 6.8 THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS DRB AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS DRB AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS DRB AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS DRB AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS DRB AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES. Each of the Parties (a)

certifies that no representative, agent, attorney or any other Person has represented, expressly or otherwise, that such other Person would not, in the event of any suit, action or proceedings relating to this DRB Agreement, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this DRB Agreement by, among other things, the mutual waivers and certifications in this Section 6.8.

6.9 The Developer irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier in relation to any proceedings before any court located in North Dakota. Each of the Board Members irrevocably appoints the person named below as its respective agent for service of process in any proceedings before any court located in North Dakota:

- (a) P3 Collaborative LLC irrevocably appoints: _____;
- (b) Hafer Dispute Resolution, LLC irrevocably appoints: _____; and
- (c) _____ irrevocably appoints: _____.

This clause does not affect any other method of service allowed by Applicable Law.

6.10 If any person appointed as process agent is unable for any reason to act as agent for service of process, the Developer or the relevant Board Member, as the case may be, shall promptly appoint another agent on terms acceptable to the Authority. Failing this, the Authority may appoint another agent for this purpose. The Developer and each of the Board Members agree that failure by its respective process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other method of service allowed by Applicable Law. The parties are signing this DRB Agreement on the date stated in the introductory clause.

[Signatures contained on the following pages.]

AUTHORITY:
METRO FLOOD DIVERSION AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

[Signatures continued on the following pages.]

DEVELOPER:
RED RIVER VALLEY ALLIANCE, LLC

By: _____
_____, Developer Representative

[Signatures continued on the following pages.]

BOARD MEMBER 1:

P3 COLLABORATIVE LLC, a _____ limited liability company
[state]

By: _____
Christopher Kane, President

Address: 100 Overlook Center, 2nd floor, Princeton, NJ 08691
Tel: 609-802-6506
Email: chris.kane@p3collaborative.com

[Signatures continued on the following pages.]

BOARD MEMBER 2:

HAFER DISPUTE RESOLUTION, LLC, a [Georgia] limited liability company

By: _____
Randall F. Hafer, President

Address: 82 Robin Olds Drive, Clayton, GA 30525
Tel: 404-735-3053
Email: haferrandy@gmail.com

[Signatures continued on the following page.]

BOARD MEMBER 3:

_____, LLC, a _____ limited liability company

By: _____
Name, Title

Address:

Tel:

Email:



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

May 22, 2025

Contracting Actions

DA Board Approval Contract Actions (ACTION)



Description	Company	Budget/ Estimate (\$)
Task Order 23, Amendment 0 – Utility Relocation – This work provides electric services to the Red River Structure and reroutes the electric line for SE-3 at County Road 81.	Cass County Electric Coop, Inc.	\$223,612.85
New Services Agreement – Videography & Communication Services – This is a new services agreement to provide the MFDA both videography and communications services from July 1, 2025, through June 30, 2026.	C Three Media	\$161,960.00
Work Package 52D – Eagle Cemetery Flood Protection Project – Recommendation of Award	Industrial Builders, Inc.	\$227,690.00

Executive Director

Contracting Recommendation



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

Cass County Electric Cooperative, Inc TO24 Amendment 0 Red River Structure & SE-3 – Electrical work	\$223,612.85
<ul style="list-style-type: none"> • Provide electric service to the Red River Structure (RRS) and reroute the electric line for SE-3 at CR 81. 	

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 for the Red River Structure and SE-3 at County Road 81 is as follows:

- **Subtask 01** – Pull in and terminate approximately 2,000 feet of three-phase underground distribution line to serve the Red River Control Structure.
- **Subtask 02** – Pull in and terminate approximately 3,300 feet of three-phase underground distribution line to go up and over SE-3 at County Road 81.

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
TO24-A0	0.00	223,612.85	5/23/2025	7/31/2026	Initial scope of work

Table 2 – Summary of Subtasks Budgets

Subtask No.	Title	Fee 2025 (\$)	Amend (\$)	Total (\$)
01	3-Phase line at Red River Structure	64,327.92	0.00	64,327.92
02	SE-3 and County Road 81	159,284.93	0.00	159,284.93
	Estimated Fees:	223,612.85		223,612.85

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	143,970.38	143,970.38	0.00	143,970.38	
2026	CN-4010	79,642.47	79,642.47	0.00	79,642.47	
Total		223,612.85	223,612.85		223,612.85	

6 Attachments:

- Task Order 24 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: 4/14/2024

Executive Director

Contracting Recommendation



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

C Three Media Services Agreement 2025 Amendment 0 Videography Services	\$161,960.00
<ul style="list-style-type: none"> • New agreement and budget for 2025-2026 	

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016, and amended December 16, 2021 the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Task Orders and Task Order amendments for existing Master Services Agreements (MSA) and submit them to the Deputy Executive Directors and the Executive Director. Deputy Executive Directors will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review and approval.

3 Reason why it is required

C Three Media will provide the Diversion Authority video updates of the FM Area Diversion project via drone video. These videos will be used to inform board members and the public of construction updates of the various projects. The videos will be used for social media, website, marketing purposes, to name a few. C Three media will also video special events that are either hosted or attended by the Diversion Authority. C Three Media will conduct other videography services that are further outlined in the attachment of the Services Agreement. Aside from the monthly drone flights, this is an "on call" type of contract where C Three will be directed by the Authority to do the video work

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 5 of the Mater Professional Services Agreement by and between the Metro Flood Diversion Authority (the "Authority") and C Three Media ("Consultant") dated July 1, 2025 (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
SA2025-A0	0.00	161,960.00	7/1/2025	6/30/2026	Initial scope of work

Table 2 – Summary of Subtask Budgets

Subtask	Item	Current Budget (\$)	Change (\$)	Revised Budget (\$)
1	Photo Sentinel Timelapse Camera	3,600.00	0.00	3,600.00
2	Planning and Pre-Production	15,000.00	0.00	15,000.00
3	Production / Filming	98,360.00	0.00	98,360.00
4	Post-Production and Distribution	45,000.00	0.00	45,000.00
	Total	161,960.00	0.00	161,960.00

5 Financial considerations:

The Budget Cost Proposal is attached or in the Service Agreement document.

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2025	SW-1180	80,980.00	80,980.00	12,055.20	68,924.80	Within allocated budget.
2026	SW-1180	80,980.00	80,980.00	0.00	80,980.00	

6 Attachments:

- Services Agreement 2025 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: 5/13/2025



4784 Amber Valley Parkway South,
Suite 200
Fargo, ND 58104
www.jacobs.com

May 8, 2025

Attention Jason Benson, Executive Director
Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

Project Name: Eagle Cemetery Flood Protection
Project Number: WP-52D

Subject: **Work Package 52D Eagle Cemetery Flood Protection Project
Recommendation of Award**

Dear Metro Flood Diversion Authority,

The contract for Work Package 52D Eagle Cemetery Flood Protection Project, Richland County, North Dakota was publicly advertised, and Three (3) bids were received at the virtual public bid opening on May 8, 2024, at 1:00pm.

The bids were from:

- | | |
|---|--------------|
| 1. Schmidt and Sons Construction, Inc, in the amount of | \$369,525.00 |
| 2. Excavating Inc, in the amount of | \$297,834.45 |
| 3. Industrial Builders, Inc, in the amount of | \$227,690.00 |

The Engineers Estimate for the project was \$300,000.00

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Metro Flood Diversion Authority award the contract for WP52D to **Industrial Builders, Inc** in the amount of **\$227,690.00** as the lowest responsive bidder. Enclosed is the Bid Tabulation Assessment.

Please contact me at ian.joynes@jacobs.com if you have any questions regarding this recommendation.

Yours sincerely

A handwritten signature in black ink, appearing to read "I. Joynes".

Ian Joynes, BEng CEng FICE, Construction Contracts Manager

Copies to:

Kris Bakkegard
Bob Zimmerman
Matt Stamness
Nathan Boerboom
Kyle Litchy
Justin Sorum

Bid Tabulation Assessment

Project: WP52D - Eagle Cemetery Flood Protection Project

Bid Submission: **May 8, 2025**

		QUANTIT Y		Engineers Estimate		Industrial Builders, Inc		Excavating, Inc		Schmidt and Sons Constr.	
No.	ITEM		UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	\$ 14,530.00	\$ 14,530.00	\$10,000.00	\$ 10,000.00	\$ 39,200.00	\$ 39,200.00	\$ 30,000.00	\$ 30,000.00
2.	Testing Allowance	1	ALLOW	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
4.	Site Clearing	1	LS	\$ 100,000.00	\$ 100,000.00	\$47,375.00	\$ 47,375.00	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00
5.	Removal of Pipe - All Types and Sizes	40	LF	\$ 35.00	\$ 1,400.00	\$ 60.00	\$ 2,400.00	\$ 35.00	\$ 1,400.00	\$ 30.00	\$ 1,200.00
6.	Topsoil Stripping	1,435	CY	\$ 5.00	\$ 7,175.00	\$ 6.00	\$ 8,610.00	\$ 11.20	\$ 16,072.00	\$ 10.00	\$ 14,350.00
7.	Topsoil Spreading	1,435	CY	\$ 5.00	\$ 7,175.00	\$ 8.00	\$ 11,480.00	\$ 15.65	\$ 22,457.75	\$ 15.00	\$ 21,525.00
8.	Excavation	460	CY	\$ 5.00	\$ 2,300.00	\$ 12.00	\$ 5,520.00	\$ 15.30	\$ 7,038.00	\$ 40.00	\$ 18,400.00
9.	Embankment	460	CY	\$ 5.00	\$ 2,300.00	\$ 12.00	\$ 5,520.00	\$ 9.15	\$ 4,209.00	\$ 25.00	\$ 11,500.00
10.	Embankment - Import	1,420	CY	\$ 35.00	\$ 49,700.00	\$ 16.00	\$ 22,720.00	\$ 34.00	\$ 48,280.00	\$ 35.00	\$ 49,700.00
11.	Gravel - NDDOT Class 5	40	CY	\$ 55.00	\$ 2,200.00	\$ 90.00	\$ 3,600.00	\$ 47.00	\$ 1,880.00	\$ 40.00	\$ 1,600.00
12.	Dewatering/Control of Water	1	LS	\$ 5,000.00	\$ 5,000.00	\$12,000.00	\$ 12,000.00	\$ 5,100.00	\$ 5,100.00	\$ 12,000.00	\$ 12,000.00
13.	Storm Water Management	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00
14.	Sedimentation Control Wattle - 9"	100	LF	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 3.30	\$ 330.00	\$ 5.00	\$ 500.00
15.	Silt Fence	625	LF	\$ 3.00	\$ 1,875.00	\$ 4.00	\$ 2,500.00	\$ 3.85	\$ 2,406.25	\$ 4.00	\$ 2,500.00
16.	Stabilized Construction Entrance	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,250.00	\$ 5,250.00	\$ 12,000.00	\$ 12,000.00
17.	Seeding - Type II	0.5	AC	\$ 3,300.00	\$ 1,650.00	\$ 3,500.00	\$ 1,750.00	\$ 3,300.00	\$ 1,650.00	\$ 21,970.00	\$ 10,985.00
18.	Seeding - Type III	1.0	AC	\$ 3,300.00	\$ 3,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,650.00	\$ 1,650.00	\$ 18,200.00	\$ 18,200.00
19.	Riprap - Class III	22	CY	\$ 100.00	\$ 2,200.00	\$ 180.00	\$ 3,960.00	\$ 265.00	\$ 5,830.00	\$ 500.00	\$ 11,000.00
20.	Riprap Filter Blanket	235	SY	\$ 4.00	\$ 940.00	\$ 5.00	\$ 1,175.00	\$ 5.00	\$ 1,175.00	\$ 40.00	\$ 9,400.00
21.	Storm Sewer - 36" CSP	87	LF	\$ 110.00	\$ 9,570.00	\$ 180.00	\$ 15,660.00	\$ 149.00	\$ 12,963.00	\$ 80.00	\$ 6,960.00
22.	Flared End Section - 36" CSP	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00
23.	6' HT B&B Coniferous Tree	25	EA	\$ 880.00	\$ 22,000.00	\$ 750.00	\$ 18,750.00	\$ 781.00	\$ 19,525.00	\$ 1,095.00	\$ 27,375.00
24.	2" Caliper B&B Deciduous Tree	16	EA	\$ 880.00	\$ 14,080.00	\$ 750.00	\$ 12,000.00	\$ 764.50	\$ 12,232.00	\$ 1,088.75	\$ 17,420.00
25.	#5 Container Shrub	20	EA	\$ 110.00	\$ 2,200.00	\$ 90.00	\$ 1,800.00	\$ 93.50	\$ 1,870.00	\$ 190.00	\$ 3,800.00
26.	Fence	381	LF	\$ 55.00	\$ 20,955.00	\$ 50.00	\$ 19,050.00	\$ 93.45	\$ 35,604.45	\$ 60.00	\$ 22,860.00
27.	Temporary Fence	1,190	LF	\$ 5.00	\$ 5,950.00	\$ 8.00	\$ 9,520.00	\$ 13.20	\$ 15,708.00	\$ 15.00	\$ 17,850.00
	Total				\$300,000.00		\$227,690.00		\$297,830.45		\$369,525.00

Memorandum



To: Metro Flood Diversion Authority Lands Committee
From: Jason Benson, Executive Director
Cc: John Shockley, MFDA Legal Counsel
Date: May 12, 2025
Re: OIN 858 Excess Land

RECOMMENDATION/ACTIONS NEEDED:

Approve the sale price of \$20,000 for excess land parcel OIN 858.

Background/Key Points:

In July 2024 an excess land recommendation for OIN 858 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$57,970 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts no interest was received, and the parcel was made available for public sale. An interested party has come forward but is proposing the purchase of the property for \$20,000, which is lower than the original approved value of \$57,970. In 2024 the Project paid an annual \$2,493.86 in property taxes and executed a haying lease to help maintain the property. In efforts to dispose of this property we are requesting that approval to proceed with this sale for \$20,000.

This recommendation is similar to the sale adjustments that were made for the interested buyers of OINs 837 and 2185, see table below.

Parcel/OIN	Original Sale Price	Revised Sale Price
837	\$7,500	\$4,500
2185	\$10,500	\$4,000

ATTACHMENTS:

- Approved Memo – Excess Lands recommendation – OIN 858



Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: August 9, 2024

RE: Excess Lands Recommendation – OIN 858, subject to Flowage Easement+

1. Introduction

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

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 858 as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 858

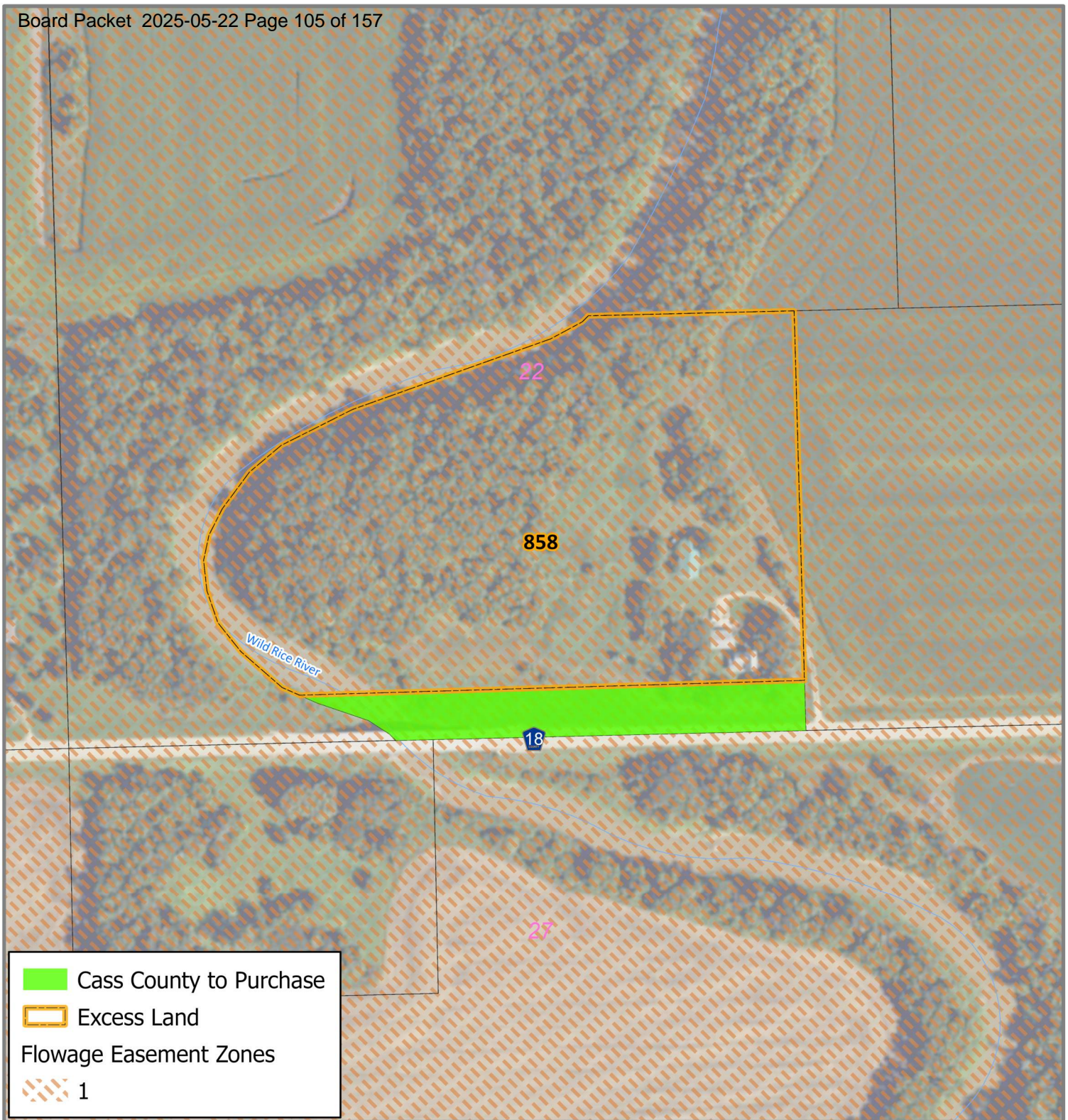
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	10.54 acres

Narrative Description of Parcel(s)	<p>OIN 858 is located on the north side of Cass County Road 18 (52nd Street SE) approximately one mile west of I-29 in the Upstream Mitigation Area associated with the Comprehensive Project.</p> <p>New owner will need to seek access easement from neighboring property owner or seek approval from the County to install a new field approach.</p>
Purchase Date	August 4, 2022
Purchase Price	\$522,000, inclusive of a home, detached garage, and storage building, which have been removed from the parcel.
Proposed Sale Price	<p>\$57,970</p> <p>Based on \$5,500/acre for flowage easement encumbered recreational land.</p>
Former Owner	LeLonnie & William Graham
Adjacent Owners	<p>OIN 857 & 1973 – Brodshaug Cass County Farms LLLP</p> <p>OIN 859 – Irene Backlund</p>
Property Management Approach	This parcel has been maintained through a haying agreement with Schmidt and Sons since 2023.
Property Taxes	The 2023 property taxes were \$2,419.95
Relation to Construction	This parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 858 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

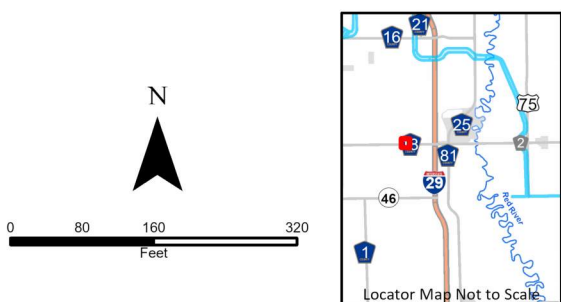
Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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

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

Coordinate System: NAD 1983 UTM Zone 14N | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | OIN 858



OIN: 858
CCJWRD
Parcel ID: 57-0000-10350-017
Cass County, ND

FM AREA DIVERSION
Map Date: 8/7/2024



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the O & E Report dated June 28, 2021. This sale excludes the south 75' being purchased by Cass County.

Legal Description:

That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 137 North of Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:
Commencing at the Southeast corner of the Southwest Quarter of said Section 22; thence West along the South line of said Section 22 a distance of 10 rods to the point of beginning; thence North parallel to the West line of said Section 22, 40 rods; thence West parallel to the South line of said Section 22 to the center of the Wild Rice River; thence left upstream along the center line of the Wild Rice River to a point of intersection with the South line of said Section 22; thence along the South line of said Section 22 to the point of beginning.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 858 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

**Robert W.
Wilson**

Digitally signed by
Robert W. Wilson
Date: 2024.08.15
15:13:44 -05'00'

Robert Wilson
Co-Executive Director

08/09/2024

Date

**Michael
Redlinger**

Digitally signed by
Michael Redlinger
Date: 2024.08.12
12:05:41 -05'00'

Michael Redlinger
Co-Executive Director

08/09/2024

Date

FARGO MOORHEAD DIVERSION PROJECT
MONTHLY UPDATE

14 May 2025

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Completion date is 30 June 25. Operating machinery corrections complete. Final inspections and training upcoming. Turnover to Sponsors for OMRRR anticipated in July 2025.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Completion date is 6 August 2025. Operating machinery corrections, final inspections and training upcoming. Turnover to Sponsors for OMRRR anticipated in September 2025.

3 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 74% complete. Construction completion date is 29 April 2026. East and west dam wall and approach apron construction continues. Gate machinery is on site and will be installed once mechanical platform bridge complete.

4 Southern Embankment – Reach SE-2A - Construction

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

5 Drain 27 Wetland Mitigation Project Plantings - Construction

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

6 FY2024 Contract Awards - Construction:

OHB Ring Levee: 50% complete. Contractor digging inspection trench. Contract completion date is 24 September 2025.

Reach SE-1B: 31% complete. CR16/17 intersection closed to allow completion of road work and tie in of embankment to the Diversion Inlet Structure. Contract completion date is 13 March 2026.

Reach SE-2B: 45% complete. Contractor preparing to place embankment. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is planting. Contract completion date is 31 Dec 2028.

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

7 FY2025 Contract Awards - Construction:

SE-3: Contractor stripping topsoil. Contract completion date is 11 September 2026.

SE-5: Contractor is mobilizing and stripping topsoil. Contract completion date is 8 August 2026.

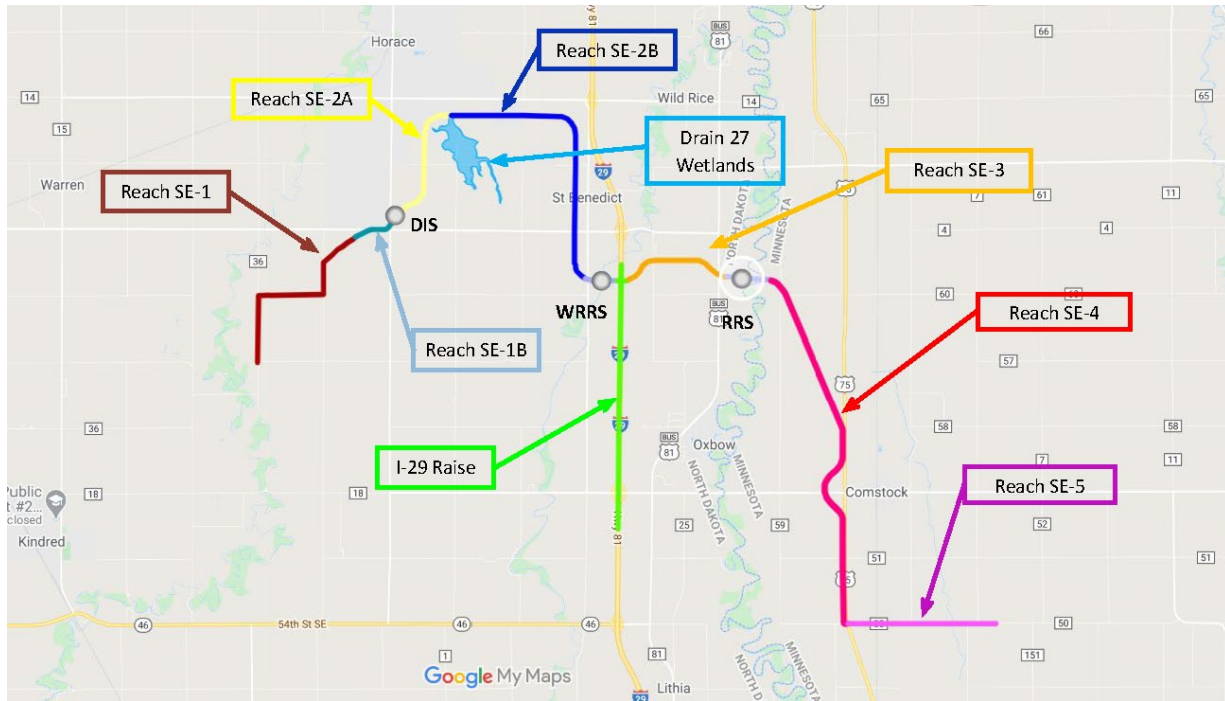
Forest Mitigation #2: Contractor is planting. Contract completion date is 31 Dec 2029.

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

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

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

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

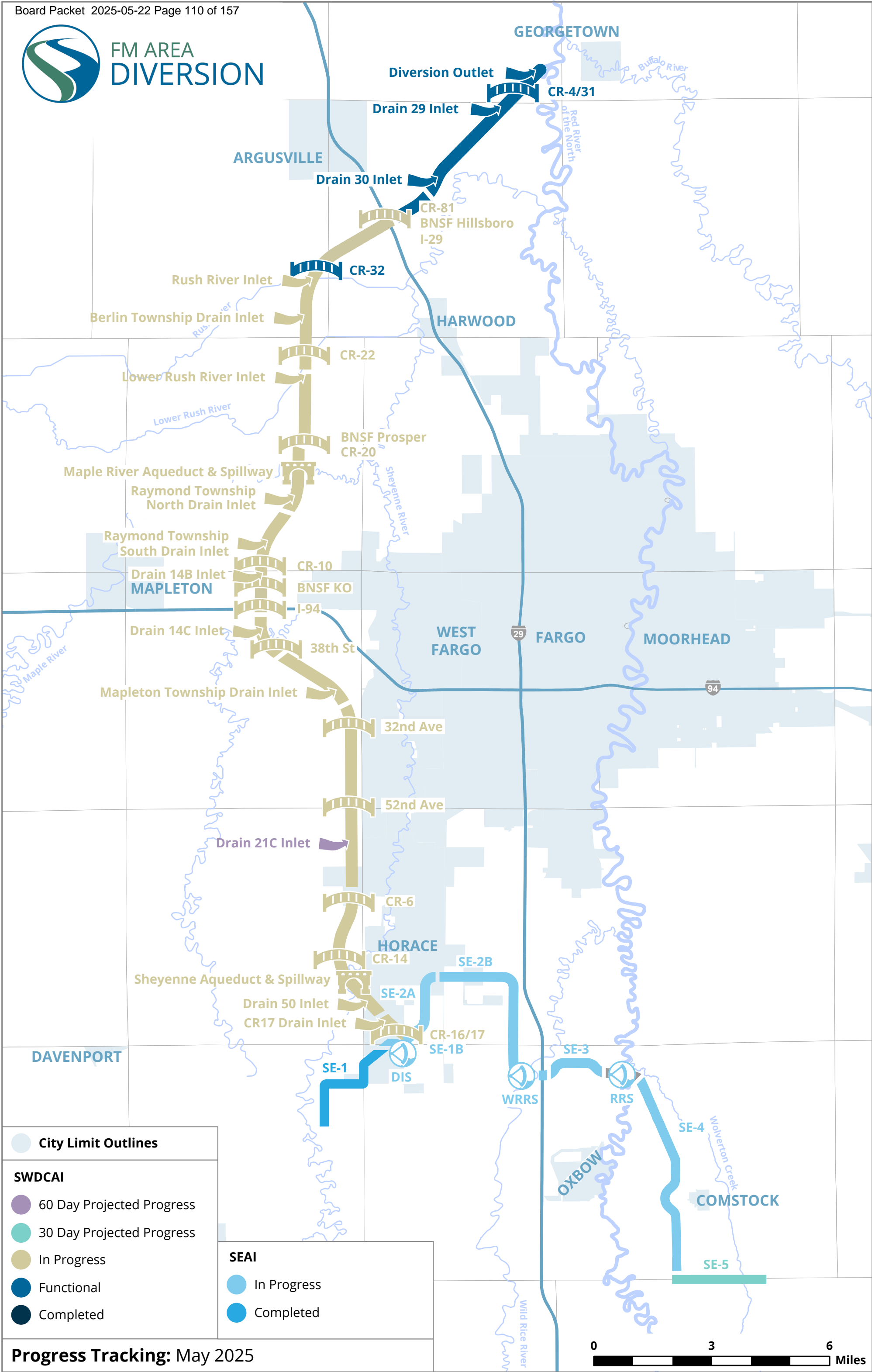


Fargo-Moorhead Metro FRM – Federal Work/Southern Embankment and Control Structures

DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

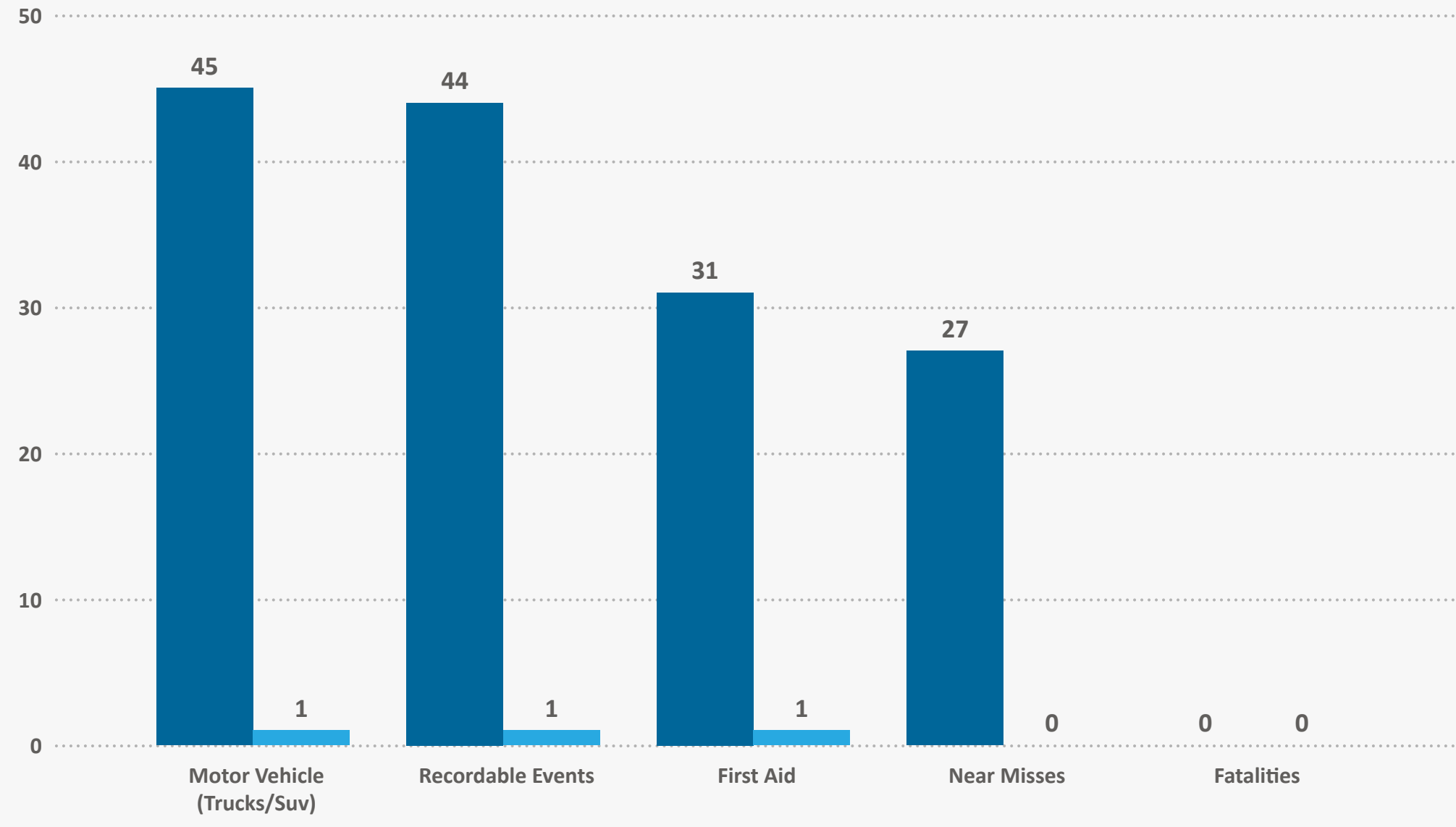
RRS = Red River Control Structure



Current Reporting Period: April 1 - April 30

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

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

Authority Led Projects

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

PMC P3 SUMMARY REPORT FOR APRIL 2025

Issue Date – May 14, 2025

PROGRESS

Construction of the SWDCAI is approximately 62%¹ complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below.

- **General:** Work resumed Project-wide during the reporting period.
- **Aqueducts:** Maple River Aqueduct: Rebar to wingwall #1, #2 #8. Erecting formwork to sections of wingwall #2. Placing concrete to sections of wingwall #3 and vehicle barrier to wingwall #4, #5, 6 and #7. Continuing to drive sheet piles to the spillway. Sheyenne River Aqueduct: Placing gravel and geogrid and epoxy coated rebar to section 3 and 4 and placing concrete to Section 3 of the flume floor foundation, and wingwall #4. Erecting Epoxy coated rebar to the west abutment wingwall and piers #1 and #2, and wingwalls #3 and #4. Erecting formwork for east and west vertical abutments.
- **Stormwater Diversion Channel:** Reinstatement and topsoil to old CR 4 alignment. Aerial seeding to Reaches 1, 2 and 4. Installation of culverts for access and security, and field entrances. Removal and reinstatement of Maintenance Road/Trail near CR 81. Installation of Levee Monitoring System in Reach 2. Excavation to main channel in Reaches 3, 12 and 13.
- **Interstate Crossings:** I-29: continuing to erect formwork to Northbound bridge deck. Geofoam installation to the Northbound bridge approach; preparation of southbound Texas Vehicle Barrier for Texcote; Installation of cast-in-place mid span diaphragms to northbound bridge; installation of temporary safety toe rail and vehicle barrier to southbound bridge. I-94: Installed traffic management eastbound for access; installation of formwork for diaphragms on eastbound bridge; installing rebar for the eastbound lanes; installing overhangs and falsework for all westbound spans.
- **County Road Crossings:** CR 31: demolition of old road line. CR 81 Crossing: preparation of pier caps for girders; fine grading of slopes and placement of rip rap. CR32 Crossing: minimal maintenance work. CR 22 Crossing: erecting formwork for end walls. CR 20 Crossing: repair work and Texcote to Texas Corral rail vehicle barrier; preparation for kerbs and gutters. CR 10 Crossing: installation of rebar and formwork for vehicle barrier tie-ins; concrete to east and west approach slabs, and stem walls; installation of expansion joints. 38th St Crossing: placing concrete for vehicle barrier, stem walls, sleeper slabs and approach slabs; preparation for Texcote. 32nd Ave Crossing: Installation of formwork to wing-walls and overhangs for all spans. 52nd Ave Crossing: Erection of overhangs and falsework for bridge deck. CR 6 Crossing: awaiting girders. CR 14 Crossing: Placing all bridge girders; installing formwork for pier diaphragms; installing deck overhang falsework. CR 16/17 Crossing: placing concrete to east abutment and wing walls, pier wall #1 and pier cap #2.
- **Hydraulic Structures:** Rush River Inlet: Driving H-piles for abutments and piers; placed concrete for maintenance road bridge north abutment and piers #1 and #2. Raymond North Township Drain Inlet: Placing 72" reinforced concrete pipe and backfill; installing rebar for headwalls. Drain 14B Drain Inlet: placing concrete for downstream headwalls; backfilling to headwalls and RCP; topsoiling. Drain 14C Drain Inlet: installation of rebar and formwork for central pier. Drain 21C Drain Inlet: 72" RCP delivered.
- **Diversion Outlet:** Investigations continue for compliance issues.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: Erecting formwork and placing concrete to piers #2, #5 and #6. rebar, formwork and concrete to south abutment stem wall; rip rap to north abutment slope. BNSF Prosper Railroad Crossing: Continuing to drill cores for girder concrete pedestal preparation. BNSF

¹ Note: Overall Percent Complete is based on the RRVA March 2025 PSSU submitted on April 15, 2025, and is calculated based on Earned Value (EV).

K.O. Railroad Crossing: driving H-piles to east abutment and west abutment; installation of rebar to pier caps #2 and #4, and pier columns #2 and #3; installation of formwork and placing concrete to pier 6 pile cap; installation of formwork to pier cap#5 pile cap

- **Roadways**: no activity this period
- **Authority Administration Building (AAB)**: stripping topsoil for temporary access road and installation of erosion control.

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

General Administration

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

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

The construction of the Diversion Outlet and the Maintenance Roads/Trails continue to give the Authority concern as to fitness for purpose.

Disputes

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

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

The Authority and the Developer has re-established the Technical Dispute Review Board and a new chair of the Financial Dispute Review Board has been appointed. The members of both boards are prepared to the highly unusual approach to conduct Alternative Dispute Resolution meetings in public.

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

COMMERCIAL

Compensation and Relief Events

By the end of April 2025, RRVA had submitted notices of 33 (thirty-three) Compensation Events and 2 (two) Relief Events. A summary and status of the Compensation Events and Relief Events is in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*.

Change Requests

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

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

There were 57 (fifty-seven) developer-initiated change requests (DCRs) through the end of the reporting period. 35 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority and a credit to the Authority of \$50,000. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

PROJECT CONTROLS

Schedule

The Developer submitted the thirtieth Project Status Schedule (PSSU) update on April 15, 2025, for the month of March 2025 (01-Apr-25 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 4,181 changes to the previous PSSU, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is March 8, 2027, which differs from the February 2025 PSSU Project Substantial Completion Date by two days (March 10, 2027). The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026 – a difference of 158 days from the March 2025 Project Substantial Completion Date.

Invoicing and Payment

BNSF has submitted 94 invoices through the month of April. These have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 88 of the 94 were paid for a total of \$10,330,912.78. The BNSF Construction and Maintenance Agreement (C&M Agreement) between the Authority and BNSF is considered a "Third Party Agreement" as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the Developer for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M agreement. Future invoices received will be handled in a like manner. There are no overdue amounts as of the end of April.

Payments to RRVA

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

The following table includes all payments to RRVA through March 2025. April costs have not yet been posted. No change.

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

Other:

The following invoices are forecast³ to be submitted in 2025:

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Drain 30 Inlet	12	Jun-2025	\$3,193,006
Drain 29 Inlet	11	Jun-2025	\$1,717,383
38th Street W Interim Connection (roadway connection south of I-94) - Design	ACR023-2024 - 1	Jun-2025	\$63,250
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 2 - RFC Approval of Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 2	Jun-2025	\$750,000
CR 32 Crossing	26	Jul-2025	\$8,327,806
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	Jul-2025	\$9,014,526
Channel Reach 03 Pay Unit	4	Jul-2025	\$16,776,000
Diversion Outlet	1	Jul-2025	\$7,344,833
Channel Reach 01 Pay Unit	2	Jul-2025	\$14,590,302
Berlin Township Drain Inlet	14	Sep-2025	\$4,258,118
Raymond Township South Drain Inlet	17	Sep-2025	\$3,181,911
Drain 14B Inlet	18	Sep-2025	\$3,581,328
Mapleton Township Drain Inlet	49	Sep-2025	\$3,193,006
CR 20 Crossing	55	Sep-2025	\$6,484,885
Channel Reach 02 Pay Unit	3	Sep-2025	\$23,787,986
Lower Rush River Inlet	15	Sep-2025	\$8,862,507
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	Oct-2025	\$51,750
MLGC FOC Installation in Mapleton Township	ACR011-2023	Oct-2025	\$350,000

³ From the March 2025 PSSU submitted on April 15, 2025.

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
CR 10 Crossing	54	Oct-2025	\$6,584,740
38th Street West Crossing	57	Nov-2025	\$6,507,075
CR 22 Crossing	25	Nov-2025	\$5,986,779
Channel Reach 05 Pay Unit	7	Dec-2025	\$38,755,024
Channel Reach 12 Pay Unit	44	Dec-2025	\$23,377,474
I-29 Northbound Crossing	21	Dec-2025	\$11,123,724
I-29 Southbound Crossing	22	Dec-2025	\$11,123,724
32nd Avenue West Crossing	56	Dec-2025	\$6,484,885
52nd Avenue W Crossing	59	Dec-2025	\$5,494,777
Total			\$230,966,799

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

CONSTRUCTION AND O&M

Construction

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

April was filled with one or two rain events each week. Considerable amount of dewatering activities at each Reach. Muddy conditions made production a struggle for equipment, earthwork, and the proper building of forms for structures. A substantial amount of concrete work was accomplished;

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

Local Roadway currently closed.	Upcoming Permanent Road Closures (Tentative Schedule)
21st Ave. W – Closed 10/15/2024	
35th St. SE- Closed 10/7/2027	

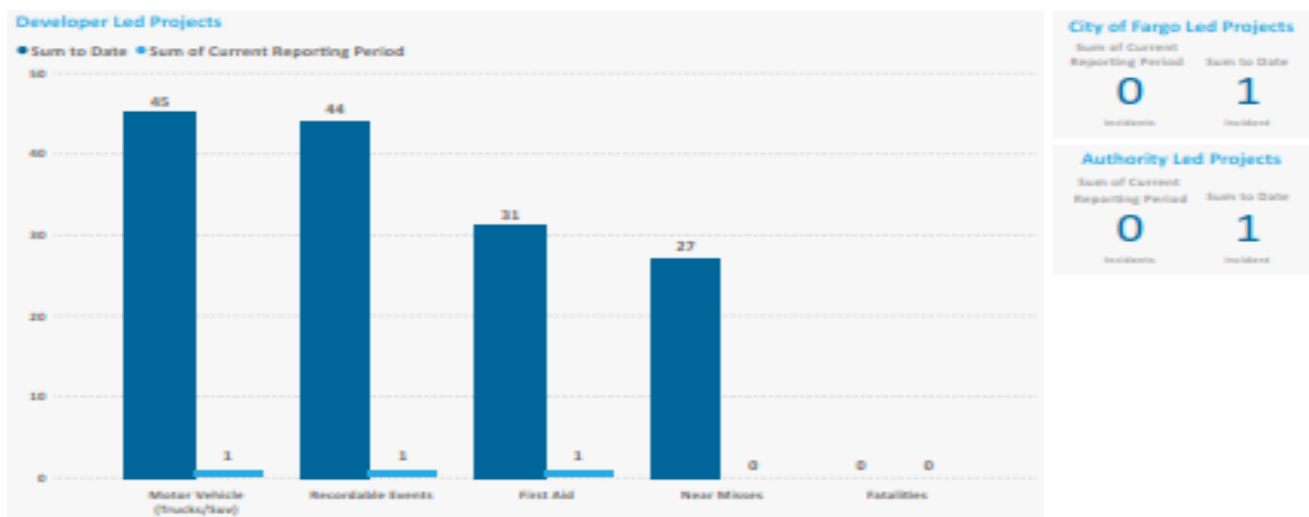
O&M

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

SAFETY

The following safety-related matters either by employee or equipment occurred during the reporting period:

FM Area Diversion Safety Statistics - April 2025
Current Reporting Period: April 1 - April 30



4/7/2025 ASN - Rush River Inlet - employee was helping pull a silt fence back into place; after the task the employee felt lower back discomfort. The employee is being transported for an evaluation.

4/11/2025 Meyer Contracting - Maple River Aqueduct, employee operating a skid steer struck a parked ASN vehicle while moving a fuel tank up the Maple River Aqueduct ramp, resulted in damage to the vehicle's right passenger side headlight and lower left bumper frame. The ASN vehicle was unoccupied at the time of the incident

4/11/2025 ASN - Structures All Hand Safety Meeting.

4/15/2025 ASN - Channels All Hand Safety Meeting.

4/16/2025 ASN - Channels All Hand Safety Meeting.

4/23/2025 ASN - Sheyenne River Aqueduct, dozer operator was doing their morning inspection when they noticed minor damage to the grab handle bracket on the back of the dozer.

4/25/2025 ASN - Maple River Aqueduct, employee was backing a tele-handler when it made contact with a subcontractors flatbed trailer causing minor damage.

4/25/2025 ASN - Reach 01, employee operating a tractor made a sharp U-turn and jackknifed the K-tec Scraper that it was towing, resulting in a damage the left rear tire and rim of the tractor.

4/25/2025 ASN - Reach 01, employee felt back discomfort while setting hay mats.

Testing:

The number of tests carried out by the PMC by type for April are as follows: Atterberg (20); concrete cylinders (501); density testing compliance checks (150); field notes (18); hydrometer (32); Proctor (34); Sieve (9)

Survey GIS: None during the reporting period.

Cass County Monitoring of County Bridges (by HMG)

(56) Field Reports submitted.

Daily Observations/Compliance Checks:

The PMC team conducted, on behalf of the Authority: (1047) observations in the April 2025 reporting period; (144) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents. (59) related punch list items and (53) issues were noted that the Contractor was able to resolve readily.

For Monthly Construction activities update, see Appendix A at the end of this document.

UTILITIES:

Utility design work is complete. Released for Construction (RFC) documents have been issued for all 105 utility Buildable Units (BUs) in the Developer's scope.

Utility Submittal Summary:

- 61 Preliminary Design Reports.
- 79 Final Design Reports.
- 83 Construction Document submittals.
- 83 sets of RFC Documents.
- 122 Inspection and Test Plans (ITPs) have been approved for Utility activities.
- 55 shop drawing submittals for Developer Managed utility relocations are approved.

Overall, 39 of 108 identified utility conflicts (36%) have all work including HDD void grouting and removal of abandoned facilities completed.

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

Abandoned/retired utility facilities have been removed for 39 Utility BUs. Buried segments of 50 utilities still need to be removed.

The voids have been grouted on both the entry and exit sides at 34 HDD installations. Seven bores still require grouting on both sides and 3 require the HDD void to be grouted on one side only.

Adjustments for 2 of the 14 overhead electric transmission lines crossing the channel ROW are complete, the Otter Tail Power (OT1) 115 kV line to remain in place in Reach 10 and the Xcel Energy (XE3) 230 kV line south of 32nd Ave W in Reach 11.

Brink Constructors is currently working on the Minnkota Power Cooperative 69 kV overhead electric transmission line (MP1) in Reach 1. The work includes erecting 27 new steel structures and removing 17 existing poles.

Removal of abandoned/retired utility lines at CR 22 (MS1, F09, F10, P06, W07) in Reach 4 and at CR 20 (F12, MS4, W08, W09, W10) in Reach 6 commenced in April but none were completed.

SUBMITTALS

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

Submittal	Reporting Period	To Date
Submittals received for review and comment	108	3,670
Reviews carried out*	105	3,565
Submittals returned with no comment	58	1,252
Submittals in review with the Authority as at end of reporting period	42	n/a
Submittals back with RRVA for resubmission as at end of reporting period		267
rejected as incomplete	4	89
rejected with comments	26	178
number of comments	5,928	36,217
CDS returned with no comments	2	181
RFC documents	4	180
Relating to utility relocations	3	80
RFCs back in redesign	3	33
Redesigned once (RFC1)	0	26
Redesigned twice (RFC2)	0	6
Redesigned three times (RFC3)	1	1

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

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

The ICE Notice for Drain 30 was rejected by the Authority in April 2025 after its third review cycle.

The ICE Notice for Drain 29 was rejected by the Authority in April 2025 after its first review cycle. It has been sent back for its second review by the Developer at the end of April 2025 and it is now in review.

ICE Notice for CR32 has been received by the Authority at the end of April 2025, 61 days after its anticipated date, and is in review.

The ICE Notice for Diversion Channel Reach 2 was due to be received by the Authority in March 2025 but remains undelivered by the Developer.

The ICE Notice for CR4/31 Crossings was due to be received by the Authority in February 2025 but remains undelivered by the Developer.

The ICE Notice for Diversion Outlet was expected in December 2024 but remains undelivered.

60 day notices were received for Channel Reach 1 and Lower Rush River Inlet in April 2025.

TECHNICAL

Design Review

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

- Delivery of design documents, albeit several months later than targeted by the Developer, is nearing completion. Significant remaining documents to reach the initial Released for Construction (RFC) stage include Channel Reach 13 and several Access and Security Plans
- Design revisions including both Major and Minor revisions continue. Initial notification of “change” is made by the Developer through the RFI process. An evaluation is conducted by the Authority and the appropriate steps are being taken to initiate the change.
- Design revisions for both the Sheyenne and Maple Aqueducts continue during this period. This review is evaluating modifications to the flume structure to allow for required maintenance of the flume.
- Design revisions which incorporate a revised Engineered Channel for both aqueducts were received during this period. Review by the Authority and applicable agencies is underway.
- Review of final design plans for the Authority Administration Building are underway – Mid May target date to initiate construction appears to be attainable at this point.

Agency Coordination

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

- NDDOT
 - No significant concerns this reporting period
 - Standing coordination meetings with NDDOT continue.
 - There are no technical issues or concerns to report currently.
 - Discussions regarding modification to concrete mix design are underway.
- Cass County
 - No significant concerns this reporting period
 - Standing coordination meetings with Cass County continue.
 - There are no technical issues or concerns to report currently.
- BNSF
 - Standing coordination meetings with BNSF continue.
 - Failure to provide points of connection between new girders and beam seats has resulted in significant effort and delay to Developer delivery schedule
 - Developer imposed delay of girder delivery has impacted schedule
 - Good communication and ability to resolve issues with BNSF continues

Challenges

- Finalization of Aqueduct modifications to accommodate maintenance activities
- Finalization of Aqueduct Engineered Channel design
- Resolution of concerns with as-built condition of Diversion Channel Outlet
- H&H model comment resolution continues to be delayed

Successes

- Progress by the Developer finalizing plans, specifications and permitting for the Authority Administrative building continues.

QUALITY

Nonconformances

The Authority did not notify the Developer of any Nonconformances this period.

The following table summarizes Nonconformances that trigger Noncompliance Points (NCPs) through the end of this month. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

Summary of points as of March 31, 2025	Number of Nonconformances	Max NCPs	Recommended NCPs	Assessed NCPs
Assessed Noncompliance Points	57	1407	551	482
Pending NCPs for Cured Nonconformances	0	0	0	0
Pending NCPs for Uncured Nonconformances	11	4676	3392*	0

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

ENVIRONMENTAL

Environmental Compliance

2024 Section 404 Permit Special Condition M:

- Rush River: has been accepted by USACE
- Maple River: awaiting acceptance of RFCs then will submit documentation and for USACE approval
- Sheyenne River: awaiting acceptance of RFCs then submit documentation and for USACE approval

The eagles have returned to the nest near the Sheyenne River Aqueduct and continue to exhibit incubating activity; monthly monitoring reports are being submitted to USFWS as required.

Permanent Native Vegetation

Erosion control seeding began as needed. Permanent planting/seeding work is suspended until conditions allow sometime later this spring. USACE approved the 2025 seed mixes on March 5, 2025.

Permanent Seeding/Planting Annual Summary – no change

Year	# of Trees	Acres Seeded	Reaches
2024	3,508	1,077	1, 2, & 3
2025	TBD	TBD	TBD
2026	TBD	TBD	TBD

Permits

Open/Applied For	Closed	Total
818	361	442

2024 404 Permit – At MFDA’s request on March 19, 2025, USACE issued an amendment letter on April 11, 2025, to the 2024 Section 404 Permit that removed the tree cutting restrictions for the change in the Northern Long-Eared Bat range; and also addressed corrections to the wetlands mitigation acreages (approximately one acre).

Sheyenne River Sovereign Lands Permit - RRVA submitted their supplemental information on October 6, 2024, and we are awaiting NDDWR’s issuance of the permit. RRVA informed the Authority, during the January 14, 2025, Environmental Biweekly meeting, that NDDWR is waiting for resolution of the maintenance method at the Sheyenne River Aqueduct before issuing this permit. No change.

Cultural Monitoring

Cultural monitoring occurred this month on April 1, 2025, at Site 14/TR-9 (Sheyenne River) and is anticipated to restart at Sites 14/TR-9 and Site 5/TR-5 (Maple River) dependent on site conditions and work schedules.

Mussel Salvage

The Authority requested RRVA’s draft RFP for mussel and fish salvage; RRVA is on-boarding a subcontractor, a meeting was held with USACE regarding anticipated procedures, and the first part of their work is to prepare a draft scope for this work which is anticipated to be received next month. RRVA is considering preventative nets no new word on this consideration.

Spills, Contamination and Hazardous Materials

On 15-Apr-25 a mini-excavator had a hydraulic line break near the Sheyenne River Aqueduct of about 0.5 gallons of hydraulic fluid; proper procedure was followed.

RRVA reported on February 26, 2025, that a preliminary lab report indicates the presence of asbestos, a CERCLA hazardous material, in structures at OIN 1199N (near the Sheyenne River) and is reaching out to NDDEQ to determine the requirements for proper management and disposal, these details will be sent to us along with final lab reports. - no change.

Environmental Nonconformances (NCRs)

This Month one environmental NCR was opened, NCR-00423 for 18 SWPPP corrective actions not completed within 24 hours of discovery (see February 2025 MECR). ; and none were closed.

RESILIENCE AND SUSTAINABILITY

Resilience

The Resilience 2024 Annual Report was reviewed and rejected incomplete on February 27, 2025; resubmitted on March 21, 2025, was returned with comments on 14-Apr-2025, was resubmitted 30-Apr-25 and was under review at month’s end.

The Resilience Program Plan update for February was received mid-February, was rejected incomplete on 31-Mar-2025, was resubmitted on 22-Apr-25 and was under review at month’s end.

- Appendix M Proposal Commitments: Upon completion of the 2024 Annual Report and Resilience Program Plan update staff should be able to analyze what Commitments are not being met or only partially being met; this will allow staff to prepare a recommendation to the Authority – no change.
- An audit of the Resilience Program Plan is tentatively being scheduled for July 2025 which should also inform Appendix M Proposal Commitments.

Sustainability

- RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. A Sustainability update meeting was held on April 9, 2025; RRVA is continuing to work on several fronts – details available upon request.

FEDERAL COMPLIANCE

Reporting

The 2024 FRC Annual Report, was re-submitted on March 17, 2025, was returned with comments on 02-Apr-25, was resubmitted on 23-Apr-25, and was under review at month's end.

Davis Bacon

For 2025, the Developer appears to have improved their certified payroll quality control process; we will continue to monitor. The Developer has stated that they plan a complete rewrite of the Federal Requirements Compliance Plan which will address quality control processes – awaiting submittal of this update.

EMPLOYEE APPRENTICESHIP PROGRAM

The 2024 EAP Annual Report was accepted on March 20, 2025, and submitted per the ongoing FOIA request. The EAP Q1 (first quarter) Report was received on April 15, 2025, and was returned with comments on April 30, 2025; awaiting resubmittal at month's end.

Attachment A – Construction Progress by Buildable Unit

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ⁴	Developer's assessment of BU % complete – see footnote ⁵
Buildable Unit Group - Aqueducts					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Concrete in Wingwalls 1,2,3, 4, 5, 6, 7, & 8 Concrete in West Abutment Concrete in Flume Walls ongoing Installed conduits in the walkway Drove Sheet piles in Wingwall 1 & 8 Backfill between the wingwalls	58.5%
A52	Maple River Aqueduct Spillway	710+17	Active	Started excavation to start sheet piles Site and platform preparation to install sheet piles	43.7%
A53	Maple River Aqueduct Engineered Channel	710+17	Not Started	No work during reporting period	29.4%
A56	Sheyenne River Aqueduct	1477+50	Active	Structural excavation H-pile installation in wing walls 2 Installed pile tension anchors and studs Flume foundation formwork & rebar installation Concrete in flume foundation Wingwall 3 & 4 rebar Installation Wingwall Foundation Formwork & Rebar Installation	27.2%
Buildable Unit Group – Local Drainage					
CR1	Local Drainage in Rush River WRD - Reach C01	41+70 to 219+29	Active	Final grading activities	44.5%
CR2	Local Drainage in Rush River WRD - Reach C02	219+29 to 302+00	Active	Final grading activities, Topsoil placement; Local Drainage	68.0%
CR3	Local Drainage in Rush River WRD – Reach C03	302+00 to 428+53	Active	Ditching and final grading	48.7%

⁴ Status and progress are as observed by the PMC at the end of March 2025.

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

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ⁴	Developer's assessment of BU % complete – see footnote ⁵
CR4	Local Drainage in Rush River WRD - Reach C04	428+53 to 576+00	Active	No work during the reporting period	81.0%
CM1	Local Drainage in Maple River WRD – Reach C05	576+00 to 655+00	Active	No work during the reporting period	93.2%
CM2	Local Drainage in Maple River WRD – Reach C06	655+00 to 762+77	Active	No work during the reporting period	38.4%
CM3	Local Drianage in Maple River WRD – Reach C07	762+77 to 859+53	Active	No work during the reporting period	72.2%
CM4	Local Drainage in Maple River WRD – Reach C08	859+53 to 912+00	Active	No work during the reporting period	33.2%
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Active	No work during the reporting period	78.6%
CS1	Local Drainage in Southeast Cass WRD - Reach C10	968+00 to 1080+28	Active	No work during the reporting period	93.1%
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	No work during the reporting period	78.7%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	No work during the reporting period	70.5%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Not Started	No work during the reporting period	72.9%
Buildable Unit Group - Diversion Channel					
C01	Diversion Channel, Low Flow Channel (LFC), Engineered Material Berms (EMBs), Diversion Channel Line of Protection in Reach-01	27+63 to 219+29	Active	Channel excavation ongoing, topsoil, final grading	86.8%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Active	Final grading, punch list items, installed Levee Monitoring System vaults	90.2%
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Channel Excavation, Levee Construction near CR81	80.5%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Active	Final grading as needed	70.4%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Active	No work during reporting period	86.5%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	No work during reporting period	42.8%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	No work during reporting period	73.1%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	No work during reporting period	43.4%
C09	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09	912+00 to 968+00	Active	No work during the reporting period	65.2%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active	No work during the reporting period	60.4%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	No work during the reporting period	38.2%
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Active	Continued Main Channel excavation, topsoil stripping as needed, and Levee Construction at the end of the month.	52.1%
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	Continued Main Channel excavation, topsoil stripping as needed, and Levee construction at the end of the month.	62.5%
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Active	No work reported during the reporting period	50.8%
Buildable Unit Group - Hydraulic Structures					
S08	Drain 29 Inlet	27+63	Active	No work during the reporting period.	98.9%
S16	Drain 30 Inlet	213+75	Active	Connection works with existing drain completed	88.4%
S09	Rush River Inlet	431+75	Hold	No work during the reporting period.	69.6%
S10	Lower Rush River Inlet	578+50	Active	No work during the reporting period	81.4%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
S03	Berlin Township Drain Inlet	492+84	Active	No work during the reporting period	84.6%
S04	Raymond Township North Drain Inlet	756+00	Active	Excavated for the headwalls and RCP's D/S headwall backfill Formwork and Rebar constructed Site Preparation	44.3%
S32	Raymond Township South Drain Inlet	793+00	Active	No work during reporting period	84.2%
S33	Drain 14B Inlet	856+00	Active	Install upstream and downstream headwall formwork and reinforcement Concrete in Headwall Structures U/S headwall concrete completed D/S headwall backfill D/S formwork and rebar installation for footing completed Backfill RCP	62.2%
S34	Drain 14C Inlet	929+30	Active	No work during reporting period	82.3%
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Active	No work during reporting period	79.6%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete	90.7%
S74	Drain Inlet associated with CR17	1548+00	Not started	ASN took delivery of reinforced concrete pipe, no activity since.	16.4%
Buildable Unit Group - Diversion Outlet					
O00	Diversion Outlet Structure	27+63 to 41+70	On Hold	ASN has submitted the RFCs for a revision stemming from the boulder placement dispute.	99.8%
Buildable Unit Group - Roadways					
R19	25th St. Connection Parcel 2368	160+00 LT	Active	Complete	93.8%
R20	27th St. Connection to CR81	300+00 LT	On Hold	No work during reporting period	93.4%
R21	35th St. SE to Parcel 938	802+00 RT	On Hold	No work during reporting period	79.3%
R22	37th St. SE, East of Diversion Channel	905+00 LT	On Hold	No work during reporting period	90.7%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
R23	37th St. SE, West of Diversion Channel	905+00 RT	On Hold	No work during reporting period	89.6%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Not Started	No work during reporting period	22.7%
R24	169th Ave. SE Connection to Landlocked Parcel 2363	350+00 LT	On Hold	Signage installation completed	87.6%
R26	172nd Ave. SE Connection to realigned CR4	114+00 RT	On Hold	Signage installation completed	87.7%
R18	24th St. SE Connection to realigned CR4	100+00 RT	On Hold	Signage installation completed	84.0%
M11	County Road 4/31 Crossing (Bridge)	86+91	On Hold	The bridge opened to public traffic on December 4. Punch items to be address this Spring	99.7%
M12	County Road 81 Crossing Bridge	310+20	Active	Substructure concrete work complete, Riprap and girders to arrive in April.	64.0%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Active	Existing CR 4 and CR 31 Obliteration	100.0%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	Active	Signage installation began but was installed incorrectly and miss spelled signage.	91.1%
Y12	Country Road 81 Crossing (Bypass)	310+20	Complete	No work during the reporting period.	99.6%
G12	Country Road 81 Crossing (Settlements)	310+20	Complete	No work during reporting period	77.6%
M35	Interstate I-29 Northbound & Southbound Crossing (Bridge)	NB 313+75 SB 314+81	Active	NB deck soffit work and end walls F/R in progress	82.3%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	No work during reporting period	99.5%
G35	Interstate I-29 Northbound & Southbound Crossing (Settlements)	NB 313+75 SB 314+81	On Hold	No work during reporting period	97.3%
M13	Country Road 32 Crossing (Bridge)	408+08	On Hold	Bridge opened to the public December 17; punch list item will be address in the Spring	100.0%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	No work during reporting period	100.0%
Z13	Country Road 32 Crossing (Roadways)	408+08	Active	Existing CR32 Obliteration	100.0%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
				168 th temporary farm approaches constructed per RFI 565	
R14	Country Road 22 Crossing	571+84	On Hold	No work during the winter will resume in the Spring	76.3%
R15	CR 20 Crossing	679+37	Active	Approach barrier walls F/R in progress	85.2%
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Not Started	No work during reporting period	16.9%
R17	CR 10 Crossing	852+46	Active	South side barrier wall F/R in progress	83.7%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	Active	EB 2025 construction access reinstated and plan to be operative by April 1 Mobilization in progress	67.3%
R58	38th St W Crossing (Township Road)	976+17	Active	Deck soffit stripped. N & S sleeper slabs complete. Approach slabs F/R in progress.	81.6%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Active	Overhang brackets, deck soffits in progress nearing completion	69.8%
R60	52nd Avenue W Crossing (Township Road)	1224+92	On Hold	No work during the reporting period.	68.7%
R61	County Road 6 Crossing	1330+41	Active	Substructure concrete and riprap complete. Girders expected in early April 2025	65.3%
R62	County Road 14 Crossing	1438+97	Active	Substructure concrete and riprap complete.	59.4%
R73	County Road 16/17 Crossing	1558+40	Active	IBI to begin substructure concrete ongoing.	47.7%
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	On Hold	No work during this reporting period	95.1%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Not Started	No work during reporting period	13.5%
R76	47th St. SE access to Parcel 1200	1500+00	On Hold	No work during reporting period	87.5%
R77	170th Ave. Xing Drain 13 & Legal Drain 30	250+00	Complete	Walkthrough conducted with AHJ and the Authority	00.0%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
R3A	Dead-End Termination of Local Roads in Reach-01	27+63 to 219+29	Complete	No work during the reporting period	60.7%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	Complete	No work during the reporting period	90.2%
R3C	Dead-End Termination of Local Roads in Reach-03	302+00 to 428+53	Complete	No work during the reporting period	60.7%
R3D	Dead-End Termination of Local Roads in Reach-04	428+53 to 576+00	Complete	No work during the reporting period	92.2%
R3E	Dead-End Termination of Local Roads in Reach-05	576+00 to 655+00	Complete	No work during the reporting period	81.3%
R3F	Dead-End Termination of Local Roads in Reach-06	655+00 to 762+77	Complete	No work during the reporting period	82.2%
R3G	Dead-End Termination of Local Roads in Reach-07	762+77 to 859+53	Complete	No work during the reporting period	88.9%
R3J	Dead-End Termination of Local Roads in Reach-09	912+00 to 968+00	Complete	No work during the reporting period	86.5%
R3K	Dead-End Termination of Local Roads in Reach-10	968+00 to 1080+28	Complete	No work during the reporting period	89.2%
R3L	Dead-End Termination of Local Roads in Reach 11	1080+28 to 1235+72	On Hold	No work during the reporting period	57.7%
R3M	Dead-End Termination of Local Roads in Reach 12	1235+72 to 1327+00	Complete	Signage installation complete	87.7%
R3N	Dead-End Termination of Local Roads in Reach 13	1327+00 to 1554+59	Complete	Signage installation complete	97.2%
RA6	Security and Access Reach 1	27+63 to 219+29	Active	Began parking lot construction	41.1%
RB6	Security and Access Reach 2	219+29 to 302+00	Active	Gravel placement Sign installation Final grading Punch list items	100.0%
RC6	Security and Access Reach 3	302+00 to 428+53	Active	No work during reporting period	12.9%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
RD6	Security and Access Reach 4	428+53 to 576+00	Active	Site prep to install H-piles for Lower Rush River Maintenance Bridge Subgrade preparation and forming, Rebar, and concrete placement on the piers	6.4%
RE6	Security and Access Reach 5	576+00 to 655+00	Active	No work during reporting period	32.4%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	No work during reporting period	0.0%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during reporting period	0.0%
RA7	Security and Access Reach 9	912+00 to 968+00	Active	Structural excavation to drive H-piles Finished Driving H-piles for Drain 14C Maintenance Bridge	11.7%
Buildable Unit Group – Railroad Crossings					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	No work during reporting period	99.5%
X72	BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly	311+61	Complete	No work during reporting period	99.1%
X73	BNSF Hillsboro crossing – BU3 – Bridge and Track	311+61	Active	Substructure concrete installation and riprap material deliveries both in progress	61.2%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Not Started	No work during reporting period	9.1%
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Not Started	No work during reporting period	18.3%
X81	BNSF Prosper crossing – BU1 – Shoofly	661+59	Complete	No work during reporting period	99.5%
X82	BNSF Prosper crossing – BU2 – Tie-in to Shoofly	661+59	Complete	No work during reporting period	98.8%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Active	Pedestal base installation/drilling and installation in progress	58.6%
X84	BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail	661+59	On Hold	Sub-ballast placement was partially completed except for the abutments.	12.4%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ⁴	Developer's assessment of BU % complete – see footnote ⁵
X85	BNSF Prosper crossing – BU5 – Removal of Shoofly	661+59	Not Started	No work during reporting period	15.7%
X91	BNSF K.O. crossing – BU1 – Shoofly	870+87	Complete	No work during reporting period	99.3%
X92	BNSF K.O. crossing – BU2 – Tie-in to Shoofly	870+87	Complete	No work during reporting period	90.9%
X93	BNSF K.O. crossing – BU3 – Bridge and Track	870+87	Active	H-pile installation complete. Substructure concrete ongoing	37.4%
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	On Hold	Sub ballast placement was partially complete except the abutments	6.7%
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Not Started	No work during reporting period	13.1%
Utility Adjustments					
AT1	AT&T Reach 8 @ Design (COM-ATT-871+00)	871+00	Active	Partial removal of abandoned utility	99.6%
DC1	Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
DC2	Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00)	1171+00	Active	Utility removal at the east side of the channel	99.7%
F09	CenturyLink - Reach 4 @ Design (COM-CLN-571+50)	571+50	Active	Utility removal at the levee footprint	98.2%
F10	CenturyLink - Reach 4 @ Design (COM-CLN-571+61)	571+61	Active	Utility removal at the levee footprint	98.2%
F12	CenturyLink - Reach 6 @ Design (COM-CLN-679+11)	679+11	Active	Utility removal at the levee footprint	98.9%
F13	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1))	851+00	Active	Utility removal at the levee footprint	99.1%
F14	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2))	851+00	Active	Utility removal at the levee footprint	99.1%
F15	CenturyLink - Reach 7 @ Design (COM-CLN-852+00)	852+00	Active	Utility removal at the levee footprint	99.1%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote⁴	Developer's assessment of BU % complete – see footnote⁵
F18	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F19	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F20	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3))	962+00	Active	Conduit installation at the bridge abutments	90.4%
F22	CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1))	978+00	Active	Conduit installation at the bridge abutments	90.4%
F25	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2))	1118+00	Active	Utility removal at the levee footprint	97.5%
F26	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1))	1180+00	Active	Utility removal at the levee footprint	97.5%
F27	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2))	1171+00	Active	Utility removal at the levee footprint	99.6%
F28	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1))	1171+00	Active	Utility removal at the levee footprint	99.6%
F34	CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1))	1490+00	Active	Cable installation by Third Party	100.0%
MP1	Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12)	54+12	Active	Temporary relocation at CR 4-31 and Drain 29	51.5%
MS2	Midcontinent - Reach 7 @ Design (COM-MCC-851+00)	851+00	Active	Utility removal at the levee footprint	99.2%
MS4	Midcontinent - Reach 10 @ Design (COM-MCC-982+000)	982+00	Active	Conduit installation at the bridge abutments	90.4%
MS5	Midcontinent Reach 11 @ Design (COM-MCC-1171+00)	1171+00	Active	Utility removal at the levee footprint	99.5%
P02	Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84)	51+84	Active	Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN	99.6%
P09	Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00)	851+00	Active	Utility removal at the levee footprint	99.3%

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

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁶	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Withdrawn
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000.00	N/A	Withdrawn
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800.00	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	TBD	Ongoing
CE 007-02	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 2	May 4, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 008	Berlin Townships MOU Amendments	May 13, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 009	NDDOT MOU Amendments, Expansion Joints	May 24, 2022	Not submitted		Closed – Withdrawn by the RRVA
CE 010	Material Flood Event Sheyenne River on Gol Road Near Kindred	June 6, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 011	BNSF Delays	July 25, 2022	\$35,825,167.00* (*Includes CE 011, CE012 & CE 013)	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 012	BNSF Review Delays Prosper	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 013	BNSF Review Delays KO	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 014	Modified Permit Delay Impact	December 2, 2022	\$69,571,469.40	N/A	Closed – Submitted to TDRB
CE 015	Failure of a Third Party (BNSF) to Comply with Third Party MOU	October 18, 2023	\$25,704,786.00	N/A	Closed – Submitted to TDRB
CE 016	Contamination on Reach 9	November 6, 2023	\$106,844.28	TBD	Closed – Submitted to TDRB
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	TBD	Ongoing
CE 018	Failure of a Third Party (BNSF) to Comply with Third Party MOU	January 24, 2024	\$3,253,991.63	N/A	Closed – Submitted to TDRB

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁶	Cost / Relief Agreed	Status
CE 019	Additional Riprap Requirement due to Hydraulic Analysis of DIS	March 20, 2024	\$1,840,509.39	TBD	Withdrawn
CE 020	Updates to Project Agreement, Exhibit 4 (Project Land)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 021	Attachment 3-14 Update (related to Exhibit 4)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 022	Rush River Excavation - 404 Permit Delay	June 25, 2024	\$829,468.55	TBD	Ongoing
CE 023	Epoxy Coated Rebar Delays	July 5, 2024	\$40,830,176.27	N/A	Closed – Submitted to TDRB
CE 024	AAB Material Delivery	July 25, 2024	\$438,416.53	TBD	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 025	Obstructions Uncovered Hillsboro	July 22, 2024	Not yet submitted	TBD	Withdrawn
CE 026	Hazardous Environmental Conditions in Reach 13	September 20, 2024	\$21,629.47	N/A	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 027	Initial Compensation Event Notice – Issuance of Nonconformance Reports by Authority	October 11, 2024	Not yet submitted	TBD	Ongoing
CE 028	Undisclosed Hazardous Environmental Conditions at County Road 8	December 3, 2024	\$2720.84	TBD	Ongoing
CE 029	Drain 14C – Mapleton Drain 9	December 24, 2024	\$394,875.56	TBD	Ongoing
CE 030	Obstructions uncovered in Reach 9	January 10, 2025	\$16,639	TBD	Ongoing
CE 031	Authority Failure to Use Reasonable Efforts Pursuant to Article 54	January 20, 2025	Not yet submitted	TBD	Ongoing
CE032	Qualifying Change in Law	January 20, 2025	Not yet submitted	TBD	Ongoing
CE033	Delay to Certificates of Interim Completion	April 24, 2025	Not yet submitted	TBD	Ongoing
RE 001	Non-Material Flood - Maple	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided
RE 002	Non-Material Flood - Sheyenne	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided

Attachment C – Authority Change Requests (ACRs)

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

Attachment D – RRVA Change Requests (DCRs)

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

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

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2024-050	Amendment to Project Agreement, Exhibit 5 TR, Volume 3, Section 2.6.3(6) Shop Drawings signed by the Buildable Unit Construction Manager	August 23, 2024	No Cost	No Cost	Executed
DCR2024-051	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.4.5 Quarterly As-Built Drawing Update	October 16, 2024	No Cost	No Cost	Executed
DCR2024-052	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	October 17, 2024	\$243,123.21	N/A	Rejected
DCR2024-053	Aqueduct Gate Considerations in H&H Model - Amendments to Section 2.5.7(2), Section 3.5.1.3(1), Section 3.5.1.3...	October 17, 2024	No Cost	No Cost	Executed
DCR2024-054	DCR-2024-054 - F01 & P01 Abandonment under Right EMB – Reach 1	October 17, 2024	(\$12,000.00)	(\$50,000)	Executed
DCR2024-055	Amendment to Project Agreement Exhibit 1 Definitions, Technical Requirements Section 2.2.2, Technical Requirements Section 2.2.9 (2), Technical Requirements (Definition of Interim Completion Element)	October 22, 2024	No Cost	No Cost	Executed
DCR2025-056	Amendment to Project Agreement Exhibit 1 Definitions - Interim Completion Element	March 7, 2025	No Cost	No Cost	Ongoing
DCR2025-057	Change to Technical Requirements, Volume 3, Section 3.3.1.13-Local Drainage	April 30, 2025	\$2,442,041.81, (plus \$957,400 O&M)	N/A	Rejection pending

Attachment E – Pay Unit Summary

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

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

Attachment F – Noncompliance Points (NCPs) Status Tables

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

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

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

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

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00096	MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates	738	738**		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00109	MFDA-NCR-0035 – Lack of issuing updated PBS and WBS as a result of Buildable Unit changes identified in the Project Status Schedule Update for December 2022	661**	661**		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00242	MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units)	399	399		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00253	MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition	171	171		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00264	MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256)	798	798		NCPs continue to accrue. Letter issued by the Developer contesting the Nonconformance was issued.
NCR-00323	MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates	321**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00324	MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS	321**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00325	MFDA-NCR-0110 – Lack of including activities in PBS	321**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00327	MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan	399	399		NCPs continue to accrue. Nonconformance objected to by the Developer and responded to
NCR-00330	MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS	321**	0		NCPs continue to accrue. Various communication between Parties related to validity of the Nonconformance
NCR-00380	Lack of updates to the H&S Organizational Chart	2266	2266		NCPs continue to accrue. Letter contesting the Nonconformance was issued by the Developer and responded to
Total		4,676	3,392		

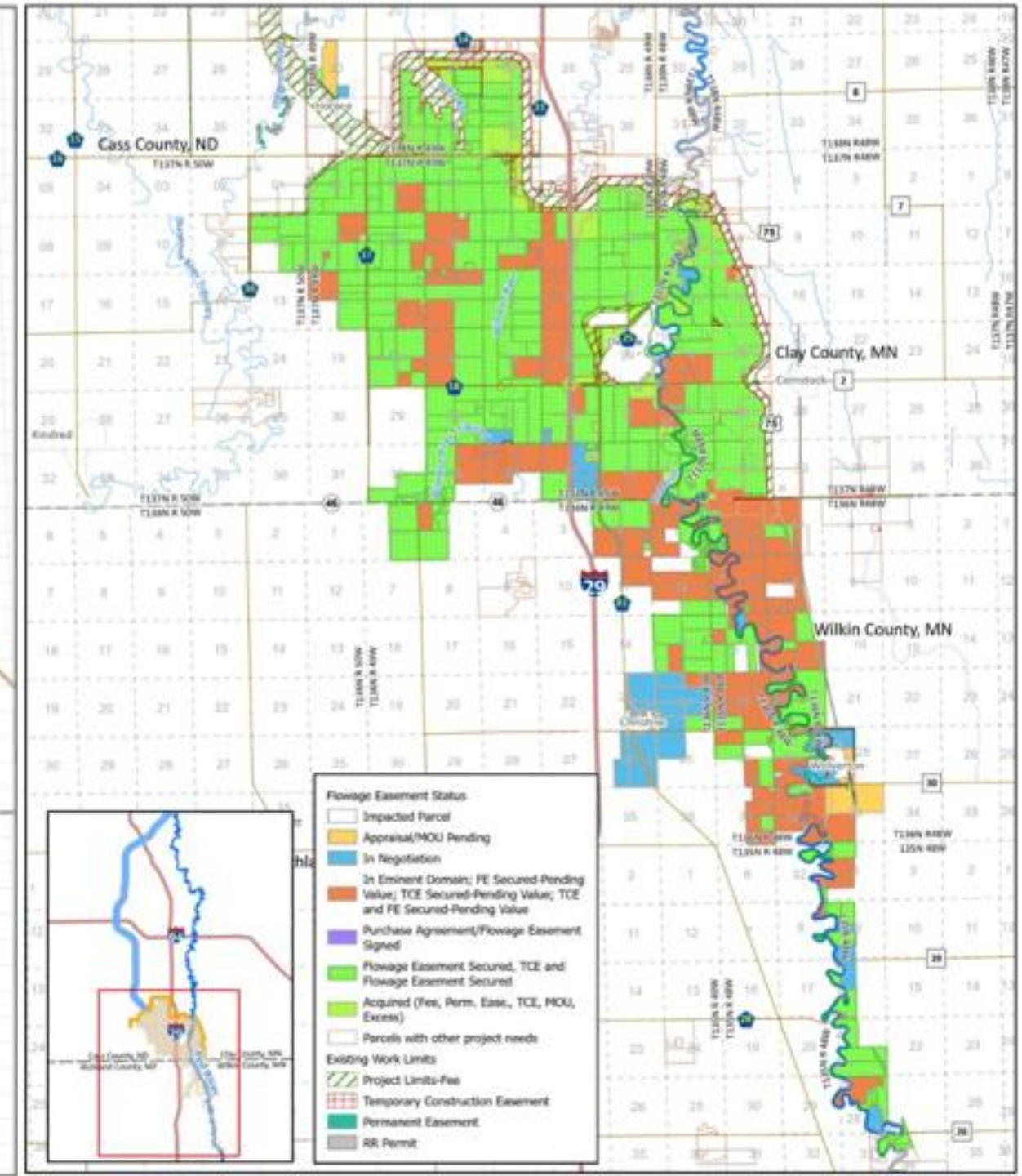
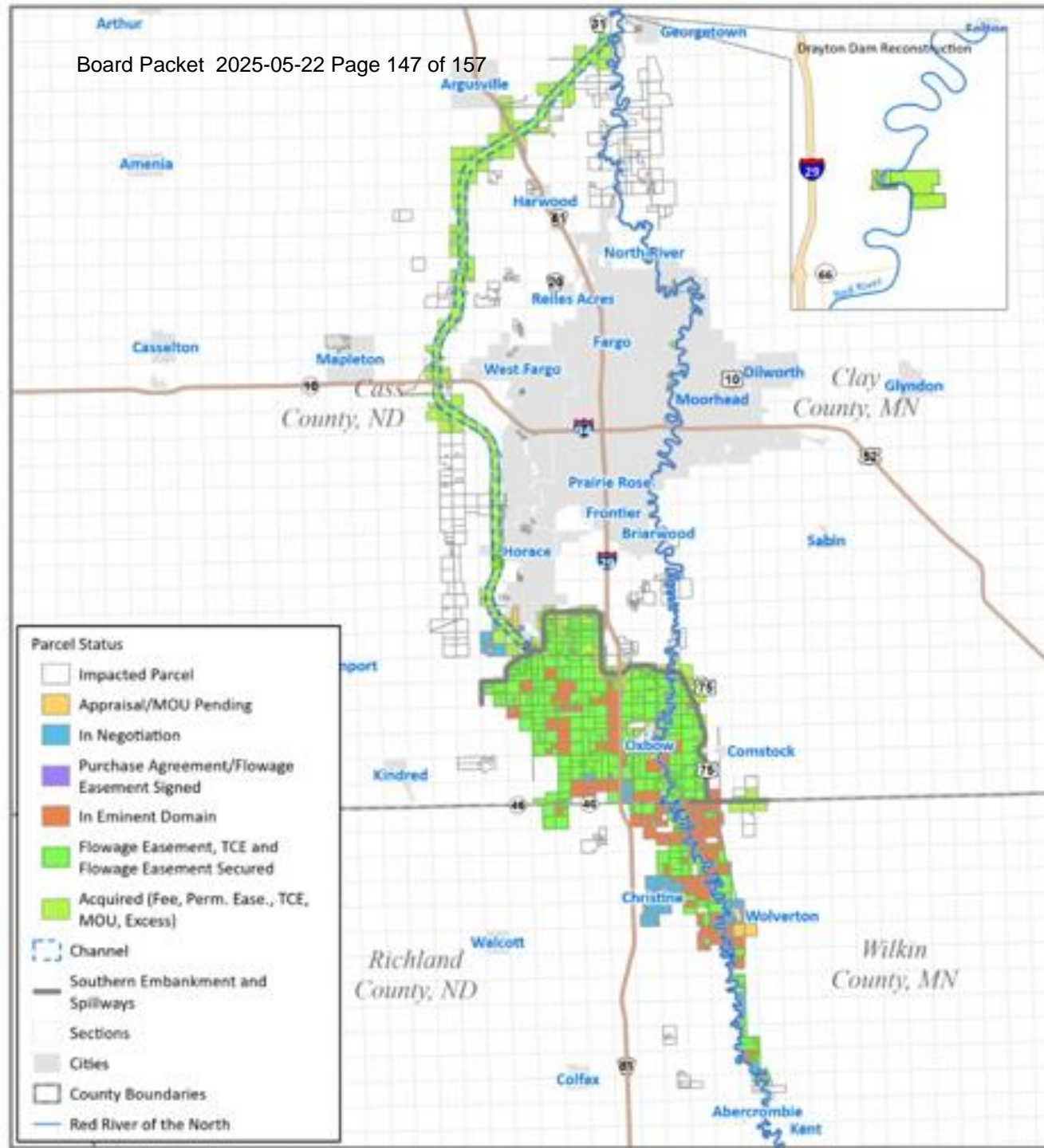
** Although these are different requirements, we may evaluate as concurrent Noncompliance Events related to issuance of PBS, resulting in assessing NCPs for a single Noncompliance Event only



Lands Status Report

May 2025





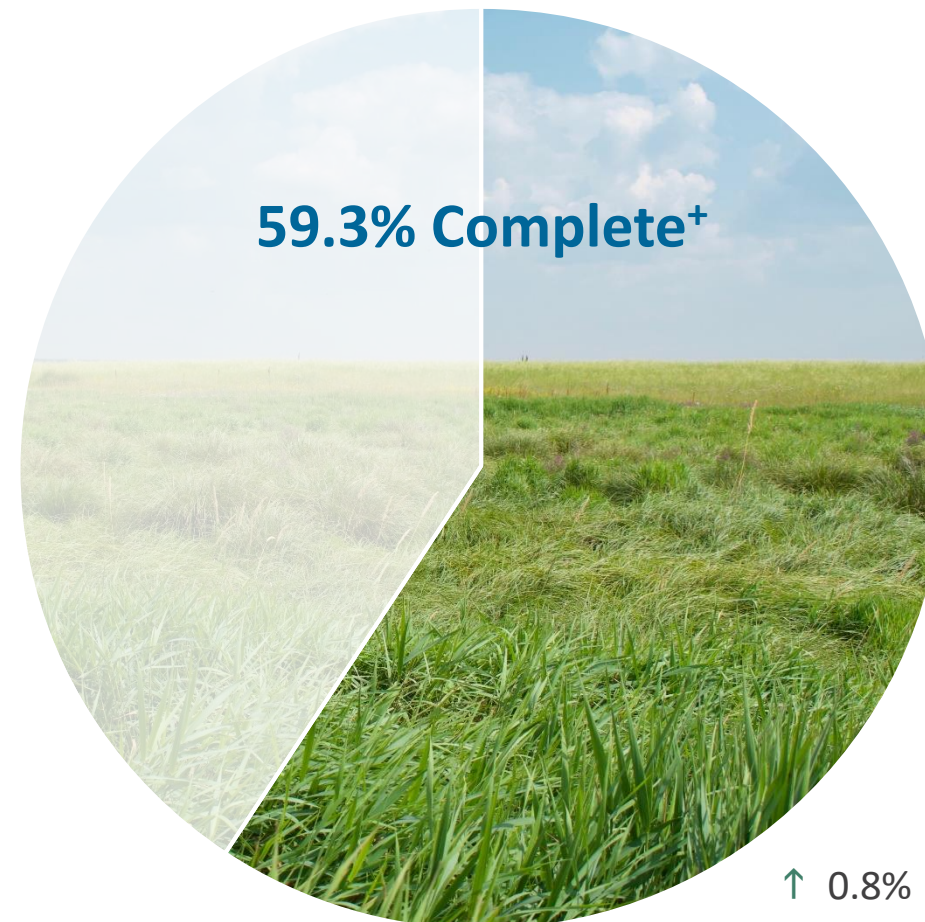
Property Acquisition Progress

Construction Footprint*



No Change

UMA Footprint**

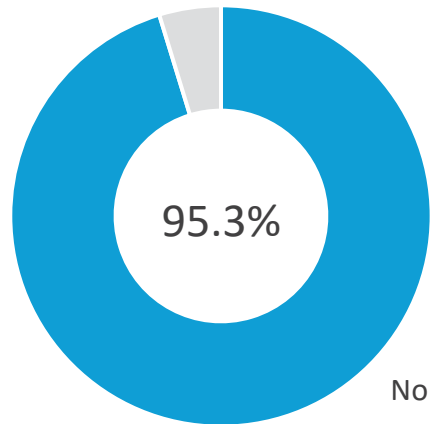


↑ 0.8% MoM

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

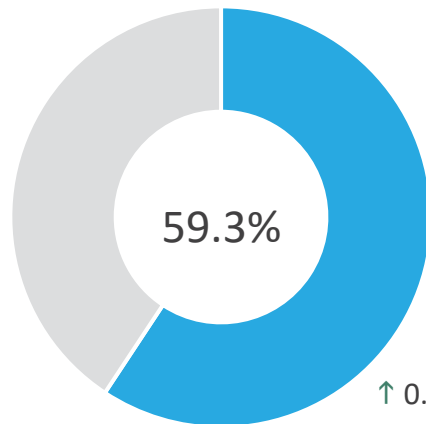
** Includes parcels for Christine and Wolverton
As of May 12, 2025

Property Acquisition Progress by Location



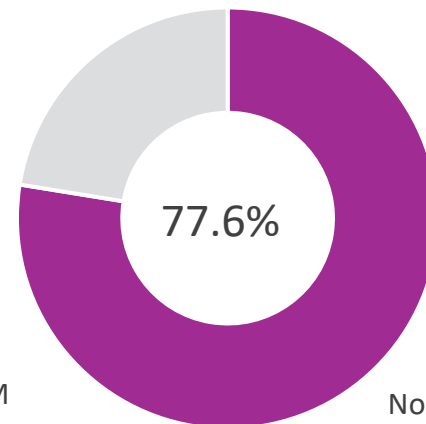
No Change

Southern Embankment &
Associated Infrastructure



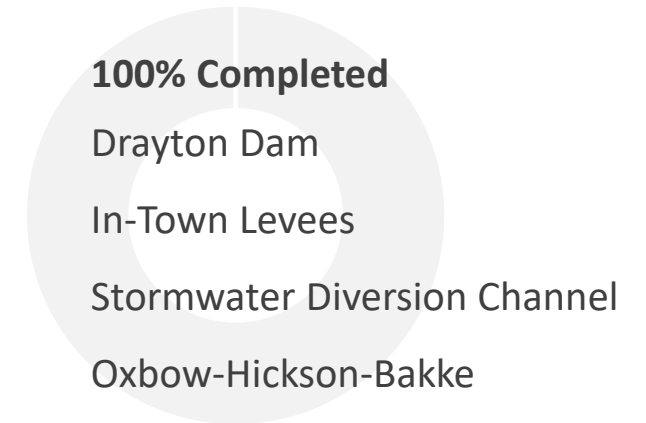
↑ 0.8% MoM

Upstream Mitigation
Area



No Change

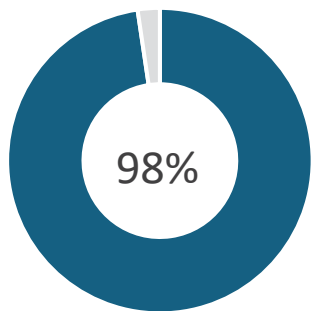
Environmental
Monitoring Easements



Landowner Overview



Construction Footprint*

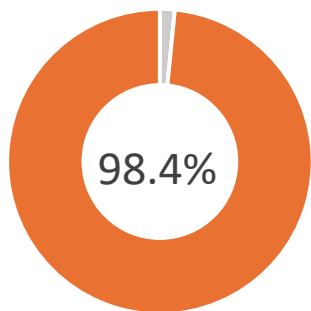


298 Owner Groups

264 in ND & 35 in MN⁺

292 settlements achieved
0 ongoing negotiations
7 in litigation

98% of owner groups have settled

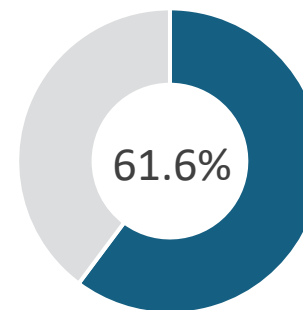


576 Parcels

567 settlements achieved
0 ongoing negotiations
9 in litigation

98.4% of parcels have been acquired

UMA Footprint**

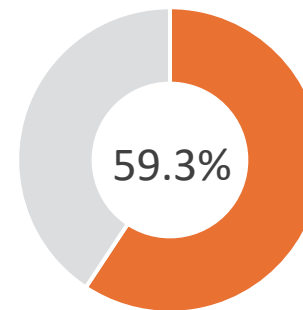


292 Owner Groups

223 in ND & 71 in MN⁺

180 settlements achieved
50 ongoing negotiations
69 in litigation

61.6% of owner groups have settled



651 Parcels

386 settlements achieved
95 ongoing negotiations
170 in litigation

59.3% of parcels have been acquired

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

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels

Key Activities



- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 5 parcels / 3 owners in the UMA**
- **Completing appraisal reports for Christine area flowage easements and Horace Mobility Improvements**
- **Continuing the process of disposing of Excess Lands**
 - 43 parcels / 739.92 acres have been approved as Excess Lands
 - 12 parcels / 265.85 acres are moving through the Policy
 - 31 parcels / 474.07 acres have been sold or pending closing
 - Continuing efforts to dispose of the abandoned Rail Corridor in Horace, ND
- **Completed Plats of Diversion Channel lands in Five (5) of the Seven (7) Townships**

Land Agent Reports



CCJWRD

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

MCCJPA

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

Memorandum



To: Metro Flood Diversion Authority Lands Committee

From: Jason Benson, Executive Director

Cc: Jodi Smith

Date: May 22, 2025

Re: Excess Land Update – Horace Rail Property (OIN 7234B, 7234C, and 7234D)

BACKGROUND & UPDATE:

The MFDA declared OINs 7234B, 7234C, and 7234D as Excess Land in March 2025, and direct staff to follow the MFDA's Policy on the Disposition and Management of Comprehensive Project Lands (Policy). Subsequent to the March Land Management Committee meeting, letters were sent to the landowners adjacent to the OINs 7234B, 7234C, and 7234D informing them that the land has been deemed as excess land and per the policy, the adjacent owners are given preference to acquire the excess land at market value. See attached sample letter, which included a request that landowners return a Notice of Intent to Purchase by May 12.

Letters were sent to 28 adjacent landowners and we are pleased to report that we have received Notice of Intent to Purchase forms from nearly all adjacent landowners. A map exhibit showing the conceptual approach for splitting OINs 7234B, 7234C, and 7234D into many parcels aligning with the adjoining parcels is attached. The map exhibit also indicates the intent to purchase status.

Based on this overwhelming feedback and interest in purchasing a portion of the property, the MFDA staff and consulting team intend to proceed with surveying the property, preparing purchase agreements for each adjacent landowner, preparing a plat to subdivide the property and join the subdivided lots with the existing adjacent parcels, and rezone the subdivided lots to match the zoning of the existing adjacent parcels. The platting will be reviewed with the adjacent landowners and the City of Horace to confirm future parcel boundaries and right-of-way dedications. The platting and rezoning will be subject to approval by the City of Horace. This work is expected to take several months. The sale of this property will include a small administration fee charged to each adjacent landowner to offset a portion of the costs associated with preparing the plat and closing documents.

ATTACHMENTS:

1. Excess Land Letter to Adjacent Landowner (sample)
2. OIN 7234BCD Intent to Purchase Tracking Exhibit



April 4, 2025

VIA CERTIFIED MAIL and EMAIL

{Property Owner}
 {Address Line 1
 {Address Line 2}

Re: Notice of Intent to Sell Fargo Moorhead Area Diversion Project Excess Lands

Dear {Property Owner}:

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

Pursuant to section 5.1 of the Policy, I am sending this letter to inform you that the old railroad corridor between Center Avenue and Liberty Lane (known as OIN 7234BCD) has been deemed as excess land. Per Section 5.4 of the Policy, the Adjacent Owners are now given preference to acquire the excess land at market value. The MFDA has established a market value of \$192,777 for OIN 7234BCD.

In recognition that there are many existing landowners adjacent to OIN 7234 BCD, the MFDA has developed a conceptual approach for splitting OIN 7234BCD into many parcels aligning with the adjoining parcels (see attached OIN 7234BCD property split exhibit). Based on the conceptual property split, the portion of OIN 7234BCD adjacent to your property, Lot X is XXXX square feet and a sale price of \$XXXX per square foot, for a purchase price of \$XXXXX. In addition, the MFDA will charge an administrative fee of \$XXX to cover a portion of the expenses associated with surveying, platting, and administering the property sale.

Lot	Lot Size (SF)*	Sale Price per	Sale Price	Admin Fee	Total
	SF	\$ / SF	\$	\$	\$

*Final Square Footage will be based on survey

If you are interested in purchasing the portion of OIN 7234BCD adjacent to your property, please sign and submit the attached Notice of Intent to Purchase to the MFDA by May 12, 2025. If you have questions or comments about the conceptual property split or the purchase process, please contact Eric Dodds at eric.dodds@ae2s.com. In addition, Eric Dodds will be available for in-person discussions at the Horace Fire Hall from 4pm to 6pm on April 29 and May 1.

If a Notice of Intent to Purchase (see attached form) is received from all adjacent landowners, the MFDA will proceed with surveying the property, preparing purchase agreements for each adjacent landowner, preparing a plat to subdivide the property and join the subdivided lots with your existing parcels, and rezone the subdivided lots to match the zoning of your existing parcels. The platting and rezoning will be subject to approval by the City of Horace. Also please note that the MFDA is required to and will be removing the ballast rock material from OIN 7234BCD this summer, and upon completion of the ballast removal a report and letter of approval will be provided by the North Dakota Department of Environmental Quality. In addition, note that the sale of OIN 7234BCD will



be subject to a deed restriction (see attached). Upon completion of the sale, all ownership and management of the property will be transferred to you.

If a Notice of Intent to Purchase is not received within thirty (30) days from all adjacent landowners, the MFDA will proceed to sell OIN 7234BCD via a public sale (the fourth step in the process), per the policy.

If you have any questions, please contact Eric Dodds at eric.dodds@ae2s.com.

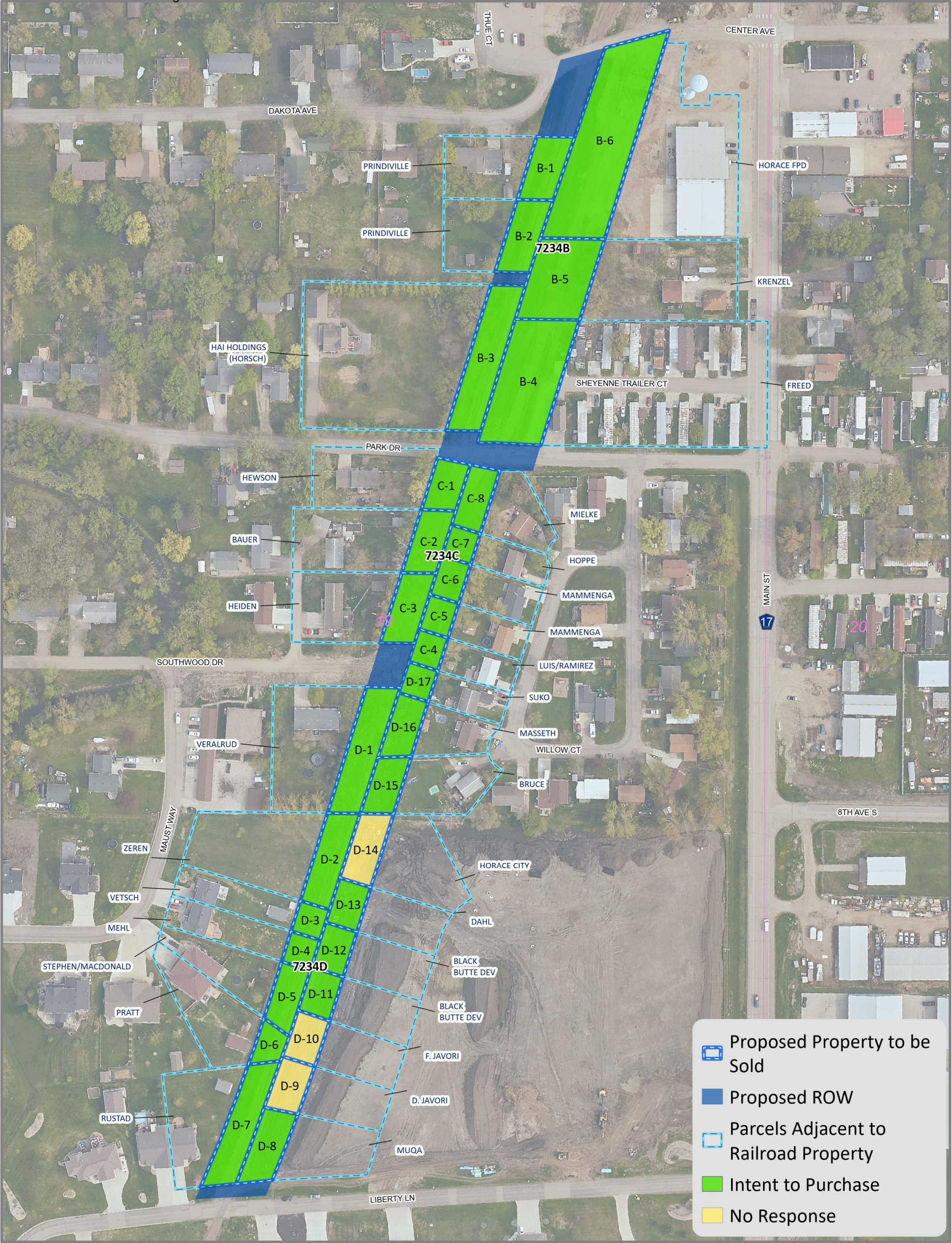
Sincerely,

Jason Benson

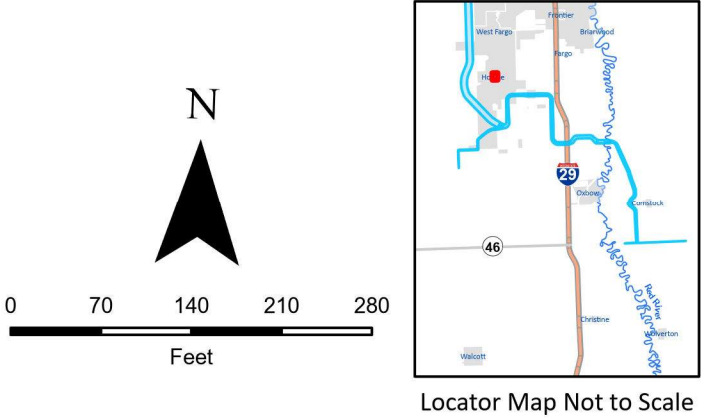
Jason Benson
Executive Director

Attachments

- OIN 7234BCD property split exhibit
- Notice of Intent to Purchase form
- Deed restriction



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCAI\Horace Railroad\HoraceRailroad.aprx | Horace RR 7234BCD w Adjacent owners_11x17



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

Cass County, ND
FM AREA DIVERSION
Map Date: 5/14/2025



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

3/21/2025

split

split

split

split

TOTAL TO

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 %				
				3,170,806.34	67.7%	2,980,558	190,248		9,559,914.34	71.4%	5,974,946	3,584,968	8,955,504	
4/23/2025	Feb-25	Cass County	1,477,568.31					City of Fargo	4,523,059.23					
3/21/2025	Jan-25	Cass County	1,693,238.03					City of Fargo	5,036,855.11					
2/21/2025	Dec-24	Cass County	2,207,030.88	23,304,345.12	0.9%	21,906,084	1,398,261	City of Fargo	6,626,714.99	69,824,744.71	0.8%	43,640,465	26,184,279	65,546,550
1/21/2025	Nov-24	Cass County	2,281,112.22					City of Fargo	6,540,733.39					
12/20/2024	Oct-24	Cass County	1,764,529.62					City of Fargo	5,342,358.63					
11/22/2024	Sept-24	Cass County	2,257,740.11					City of Fargo	6,622,406.84					
10/21/2024	Aug-24	Cass County	2,088,361.27					City of Fargo	6,284,633.45					
9/21/2024	July-24	Cass County	1,746,626.42					City of Fargo	5,168,111.30					
8/21/2024	June-24	Cass County	2,659,707.17					City of Fargo	7,859,913.01					
7/22/2024	May-24	Cass County	1,348,902.41					City of Fargo	4,252,926.43					
6/24/2024	Apr-24	Cass County	1,759,660.73					City of Fargo	5,404,517.72					
5/21/2024	Mar-24	Cass County	2,276,388.27					City of Fargo	6,980,911.25					
4/22/2024	Feb-24	Cass County	1,023,591.77					City of Fargo	3,163,097.74					
3/21/2024	Jan-24	Cass County	1,890,694.25					City of Fargo	5,578,419.96					
2/22/2024	Dec-24	Cass County	2,781,114.42	23,106,462.71	8.2%	21,720,075	1,386,388	City of Fargo	8,158,464.07	69,250,461.96	4.0%	43,281,539	25,968,923	65,001,614
1/22/2024	Nov-24	Cass County	1,559,305.60					City of Fargo	4,709,032.00					
12/20/2023	Oct-24	Cass County	1,916,009.28					City of Fargo	5,684,255.33					
11/22/2023	Sep-24	Cass County	2,480,655.78					City of Fargo	7,615,211.78					
10/21/2023	Aug-24	Cass County	1,509,750.17					City of Fargo	4,530,239.98					
9/20/2023	Jul-24	Cass County	2,012,131.70					City of Fargo	6,030,106.74					
8/20/2023	Jun-24	Cass County	2,337,746.99					City of Fargo	6,739,403.04					
7/21/2023	May-24	Cass County	1,873,134.11					City of Fargo	5,735,919.99					
6/21/2023	Apr-24	Cass County	2,076,304.07					City of Fargo	6,368,293.95					
5/21/2023	Mar-24	Cass County	1,528,002.65					City of Fargo	4,619,852.76					
4/22/2023	Feb-24	Cass County	1,455,198.19					City of Fargo	4,544,116.43					
3/19/2023	Jan-24	Cass County	1,577,109.75					City of Fargo	4,515,565.89					
2/22/2023	Dec-22	Cass County	2,331,087.61	21,358,922.89	-2.6%	20,077,388	1,281,535	City of Fargo	7,015,548.33	66,571,120.26	4.3%	41,606,950	24,964,170	61,684,338
1/24/2023	Nov-22	Cass County	1,892,168.21					City of Fargo	5,746,351.94					
12/21/2022	Oct-22	Cass County	1,904,586.17					City of Fargo	5,637,286.90					
11/22/2022	Sep-22	Cass County	1,828,464.08					City of Fargo	5,282,124.95					
10/21/2022	Aug-22	Cass County	1,905,477.39					City of Fargo	5,697,578.75					
9/20/2022	Jul-22	Cass County	2,321,971.24					City of Fargo	7,149,286.78					
8/20/2022	Jun-22	Cass County	1,816,911.33					City of Fargo	5,066,525.72					
7/21/2022	May-22	Cass County	1,811,968.57					City of Fargo	5,388,350.10					
6/21/2022	Apr-22	Cass County	1,971,576.35					City of Fargo	6,059,165.61					
5/21/2022	Mar-22	Cass County	1,526,674.55					City of Fargo	4,461,738.30					
4/22/2022	Feb-22	Cass County	613,842.16					City of Fargo	4,850,989.43					
3/19/2022	Jan-22	Cass County	1,434,195.23					City of Fargo	4,216,173.45					
2/22/2022	Dec-21	Cass County	2,471,070.77	21,920,710.74	31.1%	20,605,468	1,315,243	City of Fargo	7,455,248.61	63,840,810.53	29.9%	39,900,507	23,940,304	60,505,975
1/25/2022	Nov-21	Cass County	1,587,312.19					City of Fargo	4,653,877.92					
12/21/2021	Oct-21	Cass County	2,245,078.73					City of Fargo	6,847,607.38					
11/22/2021	Sep-21	Cass County	1,578,911.41					City of Fargo	4,305,274.70					
10/21/2021	Aug-21	Cass County	1,846,222.17					City of Fargo	4,948,174.14					
9/20/2021	Jul-21	Cass County	1,941,367.18					City of Fargo	5,563,279.08					
8/20/2021	Jun-21	Cass County	1,928,026.98					City of Fargo	5,794,768.26					
7/21/2021	May-21	Cass County	2,134,078.28					City of Fargo	6,292,906.78					
6/21/2021	Apr-21	Cass County	1,247,864.18					City of Fargo	3,423,096.66					
5/21/2021	Mar-21	Cass County	1,924,292.66					City of Fargo	5,462,536.61					
4/22/2021	Feb-21	Cass County	1,588,269.26					City of Fargo	4,766,421.14					
3/19/2021	Jan-21	Cass County	1,428,216.93					City of Fargo	4,327,619.25					
2/22/2021	Dec-20	Cass County	1,445,794.87	16,719,327.13	0.3%	15,716,168	1,003,160	City of Fargo	4,232,187.56	49,146,842.57	-5.0%	30,716,777	18,430,066	46,432,944
1/25/2021	Nov-20	Cass County	1,587,940.99					City of Fargo	4,492,863.04					
12/21/2020	Oct-20	Cass County	1,630,976.65					City of Fargo	4,999,947.66					
11/23/2020	Sep-20	Cass County	1,396,321.95					City of Fargo	3,952,605.63					
10/21/2020	Aug-20	Cass County	1,694,006.82					City of Fargo	4,276,558.28					
9/22/2020	Jul-20	Cass County	1,467,915.93					City of Fargo	4,382,459.17					
8/21/2020	Jun-20	Cass County	1,605,095.72					City of Fargo	4,774,814.61					
7/22/2020	May-20	Cass County	1,557,866.22					City of Fargo	4,797,152.70					
6/19/2020	Apr-20	Cass County	860,574.06					City of Fargo	2,448,782.22					
5/21/2020	Mar-20	Cass County	1,293,072.02					City of Fargo	3,865,417.55					
4/22/2020	Feb-20	Cass County	1,306,194.23					City of Fargo	4,286,357.93					
3/20/2020	Jan-20	Cass County	873,567.67					City of Fargo	2,637,696.22					
2/24/2020	Dec-19	Cass County	1,806,500.14	16,670,136.34	6.0%	15,669,928	1,000,208	City of Fargo	5,542,185.17	51,732,824.69	7.4%	32,333,015	19,399,809	48,002,944
1/23/2020	Nov-19	Cass County	1,765,912.60					City of Fargo	5,757,005.84					
12/20/2019	Oct-19	Cass County	1,053,485.18					City of Fargo	3,055,444.40					
11/22/2019	Sep-19	Cass County	1,586,457.86					City of Fargo	4,786,259.66					
10/21/2019	Aug-19	Cass County	1,600,148.48											