

Finance Committee Agenda

Diversion Authority Finance Committee

May 21, 2025 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
 2. Approve minutes from April 23, 2025
[Attachment 01.00] (Pg. 3)
 3. Approve Order of Agenda
 4. Approval of Bills
[Attachment 02.00] (Pg. 5)
 5. Finance Report
[Attachment 03.00] (Pg. 18)
 6. Cash Budget Report
[Attachment 04.00] (Pg. 44)
 7. MOUs and Agreements
[Attachment 05.00] (Pg. 51)
 - a. Heiden & MFDA TCE Agreement [Attachment 05.01] (Pg. 53)
 - b. Stockpile Access & Removal Agreement [Attachment 05.02] (Pg. 66)
 - c. CRWUD & MFDA Water User Agreement [Attachment 05.03] (Pg. 74)
 - d. Dispute Review Board Agreement [Attachment 05.04] (Pg. 84)
 8. DA Board Approval Contracting Actions & Budget Amendments
[Attachment 06.00] (Pg. 94)
 - a. CCEC Task Order 24, Amendment 0 [Attachment 06.01] (Pg. 96)
 - b. C Three Media New Service Agreement [Attachment 06.02] (Pg. 99)
 - c. WP 52D Eagle Cemetery Project Award [Attachment 06.03] (Pg. 102)
 9. Other Business
 10. Next Meeting: June 25, 2025
 11. Adjournment
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MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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

Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – April 23, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on April 23, 2025. Members present: Bernie Dardis, Mayor, City of West Fargo; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, Administrator, City of Fargo; Mike Rietz, Assistant City Manager, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner; Shelly Carlson, Mayor, City of Moorhead; Brandy Madrigga, Cass County Finance Director and Tony Grindberg, Cass County Commissioner.

Member(s) absent: Dr. Tim Mahoney, Mayor, City of Fargo.

1. CALL TO ORDER

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

2. APPROVE THE MINUTES FROM THE MARCH 2025 MEETING

MOTION PASSED

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

3. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

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

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through April 16, 2025, total \$2,252,028, and are payable to the usual vendors, with the Cass County Joint Water Resource District being the largest at \$1,574,182.

MOTION PASSED

Mayor Carlson moved to approve the bills as presented and Mr. Kapitan seconded the motion. On a roll call vote, the motion carried.

5. FINANCIAL REPORT

Ms. Thompson reported there was a timing issue in the receipt of the sales tax remittance statements and two months will be reflected in the May financial report. Ms. Thompson also reported the total assets as of March 31, 2025, are \$313,816,031; liabilities total \$897,634, and the grand total net position is \$312,918,337.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Benson reported that that revenues for the month were \$1,388,000 and noted that the sales tax receipts for the City of Fargo and Cass County were not recorded. Mr. Benson also noted that the \$14,300,000, in milestone payment that has been paid to the developer now includes the railroad shoofly lines.

7. MOUs AND AGREEMENTS

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

a. James Danielson & MFDA Ballast Removal TCE

The purpose of this Temporary Construction Easement (TCE) between James K. Danielson and the Metro Flood Diversion Authority (Authority) is to allow the Authority and their contractor a temporary easement to access the Danielson property for the purpose of removing ballast within the abandoned rail corridor in/near Horace, ND. The removal and remediation of the ballast material was an environmental commitment included within the Purchase Agreement with BNSF.

b. Rush River WRD & MFDA

The purpose of this Second Amendment to the Memorandum of Understanding (MOU) between the RRWRD and MFDA further defines the roles and responsibilities of the Metro Flood Diversion Authority and the Rush River Water Resource District for District facilities that are impacted by the Comprehensive Project. In particular, the MOU amendment covers drain transitions for Drain 2 (Lower Rush River), Drain 12 (Rush River), and Drain 30 and discusses maintenance of remnant drains. The District is responsible for designing and constructing the drain transitions, and the Authority is responsible for reimbursing the District for its work, as well as considering requests from the District for maintenance funds for remnant drains in the event of a deficiency.

MOTION PASSED

Mr. Grindberg moved to approve the TCE and MOU as presented, and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

8. DA BOARD APPROVAL CONTRACTING ACTIONS

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

a. Cass County Electric Coop, Inc. - \$506,400.35

Task Order 23, Amendment 0 – Upstream Mitigation Area Zone 1 – Electrical Work – This work replaces an overhead electric line with 3-phase buried electric line in the Upstream Mitigation Area (UMA) Zone 1 along 173rd Avenue and 51st Street.

MOTION PASSED

Mayor Carlson moved to approve the task order as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

9. OTHER BUSINESS

a. Minnesota Funding Update

Mr. Benson reported that Governor Walz visited Moorhead on April 16, and a meeting was held to address the need for the Minnesota flood control funding. He was very supportive of the Project and the need for \$60.4 million to complete the City of Moorhead in-town projects as well as projects in Wolverton, Comstock and Georgetown.

10. NEXT MEETING

The next meeting will be on May 21, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:15 PM.

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



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

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.



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/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.



INVOICE: INV011814

Date 05/12/2025
Invoice account 198

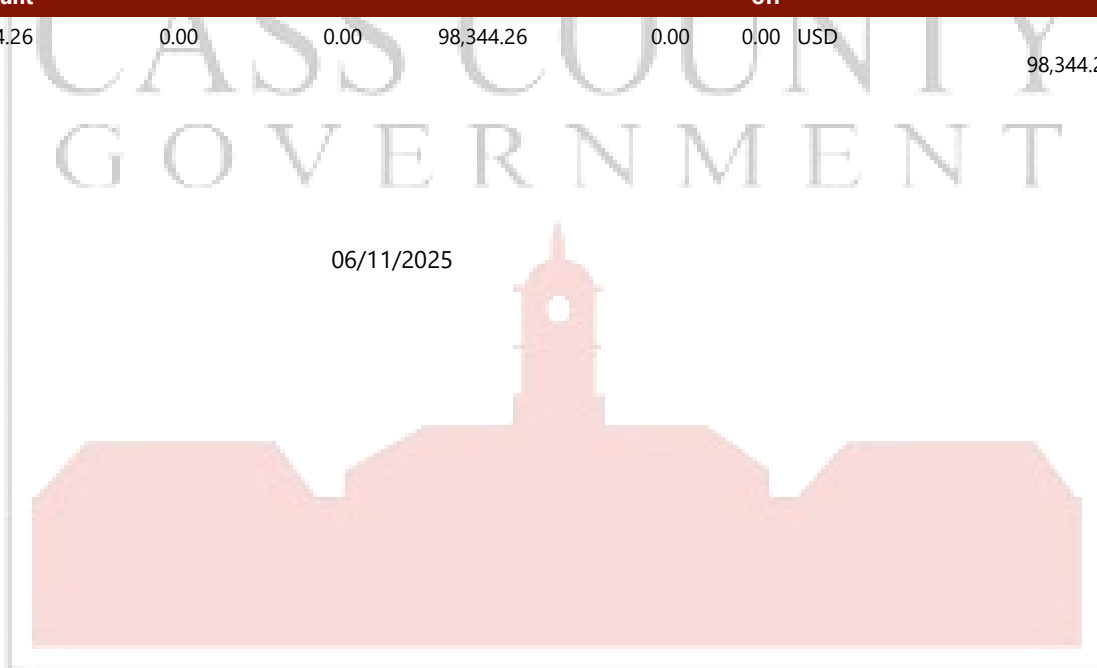
CITY OF FARGO
PO BOX 49
Fargo, ND

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 CHECK

PAYABLE TO:

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

Invoice: INV011814

Date: 05/12/2025

Total: 98,344.26

Name: CITY OF FARGO

Account #: 198

Due date

06/11/2025

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

FM Metropolitan Area Flood Risk Management Project

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			

Summary Of Expenses
EXP-2025-04

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
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			

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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			

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	

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

3/21/2025			94% to MFDA 6% to County					at 2% Sales Tax		62.5% MFDA (1.25% tax)		37.5% COF (.75%) tax COF		MFDA - ANNUAL
Pymt Date	month collected		Amount	County Collections	County Growth %			Amount	City Collections	City Growth %				
				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					



Diversion Authority Finance Committee Meeting

May 21, 2025

Cash Budget Report – April 2025

Annual Revenue Status

Revenue Sources	2025 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,250	\$5,975	\$14,205
Cass County Sales Tax	\$22,250	\$2,981	\$7,200
State of ND - Legacy Bond Fund Draws	\$87,265	\$22,876	\$42,237
State of ND - SRF	\$15,000	\$0	\$6,413
Financing Proceeds	\$7,500	\$928	\$5,483
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$668	\$668
Property Income	\$500	\$3	\$22
Miscellaneous	\$100	\$0	\$0
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$139	\$418
Cash on Hand	\$6,731	\$0	\$0
Total Revenue Sources	\$425,056	\$33,571	\$76,647

Overall Status – Level 1 Summary

Data Through Date: 25 April 2025

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2025 Budget	FY 2025 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$72.4	\$24.0	\$12,588,000	\$4,306,006	\$8,281,994
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$15.6	\$851.4	\$233,718,400	\$14,390,103	\$219,328,297
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$181.5	\$31.8	\$26,500,000	\$5,014,693	\$21,485,307
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$516.1	\$55.6	\$54,387,500	\$8,428,686	\$45,958,814
ENGINEERING & DESIGN FEES	\$98.5	\$68.4	\$30.1	\$9,680,000	\$3,499,990	\$6,180,010
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$124.8	\$40.6	\$17,926,000	\$3,756,345	\$14,169,655
DA CONSTRUCTION CONTINGENCY	\$163.9	\$9.4	\$154.5	\$381,600	\$281,600	\$100,000
3RD PARTY MOU MITIGATION	\$153.4	\$80.6	\$72.8	\$56,809,189	\$2,900,810	\$53,908,379
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$56.8	\$18.9	\$6,540,000	\$199,908	\$6,340,092
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.5	\$14.4	\$325,000	\$86,136	\$238,864
DEBT TRANSFERS TOTAL	\$330.3	\$5.8	\$174.2	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.0	\$1,221.7	\$1,520.0	\$425,055,689	\$42,864,277	\$382,191,412

Overall Status – Level 2 Detail

Data Through Date: 25 April 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$72.39	\$24.01	\$12,588,000	\$4,306,006	\$8,281,994
Management, Legal, Financial, Procurement P3	\$96.40	\$72.39	\$24.01	\$12,588,000	\$4,306,006	\$8,281,994
Milestone Payments to the Developer	\$867.05	\$15.64	\$851.41	\$233,718,400	\$14,390,103	\$219,328,297
Milestone Payments to the Developer	\$865.80	\$14.39	\$851.41	\$233,718,400	\$14,390,103	\$219,328,297
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$0	\$0	\$0
Other Mitigation / Construction	\$39.51	\$36.67	\$2.84	\$0	\$0	\$0
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.95	\$2.09	\$0	\$0	\$0
WP-50 Phase II Demo	\$3.30	\$3.18	\$0.12	\$0	\$0	\$0
ND / MN River Stage 37' Projects	\$213.30	\$181.45	\$31.85	\$26,500,000	\$5,014,693	\$21,485,307
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$90.97	\$16.33	\$26,500,000	\$5,014,693	\$21,485,307
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$516.07	\$55.63	\$54,387,500	\$8,428,686	\$45,962,416
Management, Legal, Financial, Procurement Lands	\$69.55	\$51.85	\$17.70	\$6,150,000	\$1,666,082	\$4,483,918
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.33	\$1.29	\$0	\$0	\$0
Southern Embankment & Assoc. Infrastructure	\$71.68	\$60.99	\$10.69	\$12,000,000	\$1,000	\$11,999,000
Mitigation & Assoc. Infrastructure	\$106.01	\$104.24	\$1.77	\$211,000	\$22,617	\$188,383
WP-38 Upstream Staging	\$184.84	\$161.64	\$23.20	\$36,026,500	\$6,738,987	\$29,287,513
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 25 April 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$68.38	\$30.12	\$9,680,000	\$3,472,848	\$6,270,152
Management, Legal, Financial, Procurement	\$39.47	\$29.10	\$10.37	\$8,850,000	\$3,166,560	\$5,683,440
Work-In-Kind Programs (WIK) Studies	\$17.13	\$15.01	\$2.12	\$675,000	\$168,698	\$506,302
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$5,000	\$0	\$5,000
Certification	\$0.05	\$0.00	\$0.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.77	\$12.58	\$150,000	\$137,590	\$12,410
Prog. Management/Legal/Financial/Procurement	\$165.43	\$124.84	\$40.59	\$17,926,000	\$3,756,345	\$14,169,655
Program Management Costs	\$103.23	\$77.43	\$25.81	\$8,124,000	\$2,175,487	\$5,948,513
Diversion Authority Operations	\$11.47	\$6.05	\$5.41	\$1,702,000	\$471,612	\$1,230,388
Program Financial Services	\$6.52	\$3.39	\$3.13	\$200,000	\$0	\$200,000
DA Legal Services	\$20.35	\$20.00	\$0.35	\$2,500,000	\$453,666	\$2,046,334
CCJWRD Legal Services	\$16.86	\$12.25	\$4.61	\$4,690,000	\$494,282	\$4,195,718
Outreach Costs	\$7.00	\$5.73	\$1.27	\$710,000	\$161,299	\$548,701
DA Construction Contingency	\$163.90	\$9.43	\$154.47	\$381,600	\$281,600	\$100,000
System Wide and P3 Comp Events Contingency	\$95.90	\$7.10	\$88.80	\$281,600	\$281,600	\$0
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$2.33	\$4.47	\$100,000	\$0	\$100,000
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 25 April 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$153.41	\$80.61	\$72.80	\$56,809,189	\$2,900,810	\$53,908,379
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.58	\$9.14	\$125,000	\$7,956	\$117,045
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$450,000	\$0	\$450,000
WP-46 SEAI / UMA Utility Relos	\$27.94	\$15.85	\$12.10	\$12,199,403	\$2,295,476	\$9,903,927
WP-47 Contracted Utility Relocations	\$9.39	\$4.03	\$5.36	\$5,685,000	\$0	\$5,685,000
WP-52 Township & City MOU Agreements	\$51.37	\$5.80	\$45.57	\$38,349,786	\$597,378	\$37,752,408
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$56.79	\$18.91	\$6,540,000	\$199,908	\$6,340,092
Net Current Interest / Financing Fees Paid	\$75.70	\$56.79	\$18.91	\$6,540,000	\$199,908	\$6,340,092
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.49	\$14.41	\$325,000	\$86,136	\$238,864
DA O&M (pre-SC)	\$14.90	\$0.49	\$14.41	\$325,000	\$86,136	\$238,864
Debt Transfers Total	\$330.30	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.00	\$1,221.73	\$1,519.97	\$425,055,689	\$42,864,277	\$382,191,412

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$327,381	\$826,807
Benefits	\$326,612	\$94,326	\$232,286
Office	\$82,200	\$24,552	\$57,648
Other	\$87,000	\$23,110	\$63,890
Totals *	\$1,650,000	\$469,369	\$1,180,631

* Includes pending costs



Diversion Authority Finance Committee Meeting

May 21, 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:

Metro Flood Diversion Authority

Temporary Construction Easement – Heiden Family LLLP

Raymond Township Mobility Improvement Project

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

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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

Metro Flood Diversion Authority

Temporary Construction Easement – Heiden Family LLLP

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

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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

Metro Flood Diversion Authority

Temporary Construction Easement – Heiden Family LLLP

Raymond Township Mobility Improvement Project

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

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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

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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

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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:

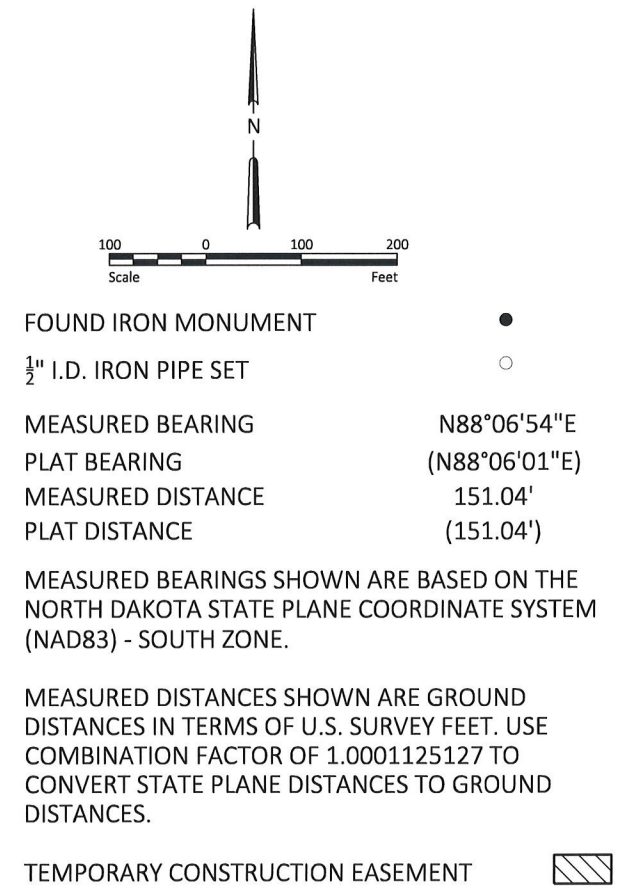
Commencing at the southwest corner of said Southwest Quarter; thence North 87°06'54" East, along the southerly line of said Southwest Quarter, for a distance of 550.00 feet to the true point of beginning of the line to be described; thence North 9°12'42" East for a distance of 824.39 feet, said line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



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.

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.

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.

				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 SW1/4, SEC. 22, T140N, R50W CASS COUNTY, NORTH DAKOTA		CERTIFICATE OF SURVEY OIN 918 PROJECT NO. 7438-0105		SHEET 1 OF 1	
				State of North Dakota.		Checked by JAS		Scale AS SHOWN							
No.	Revision	Date	By	James A. Schlieman ND. RLS. No. 6086											



OIN 920 - Description - Temporary Construction Easement:

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.

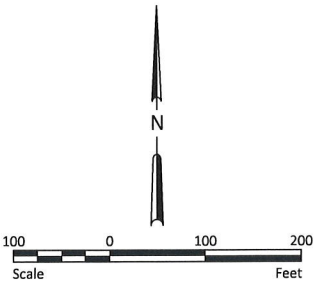
Together with

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.

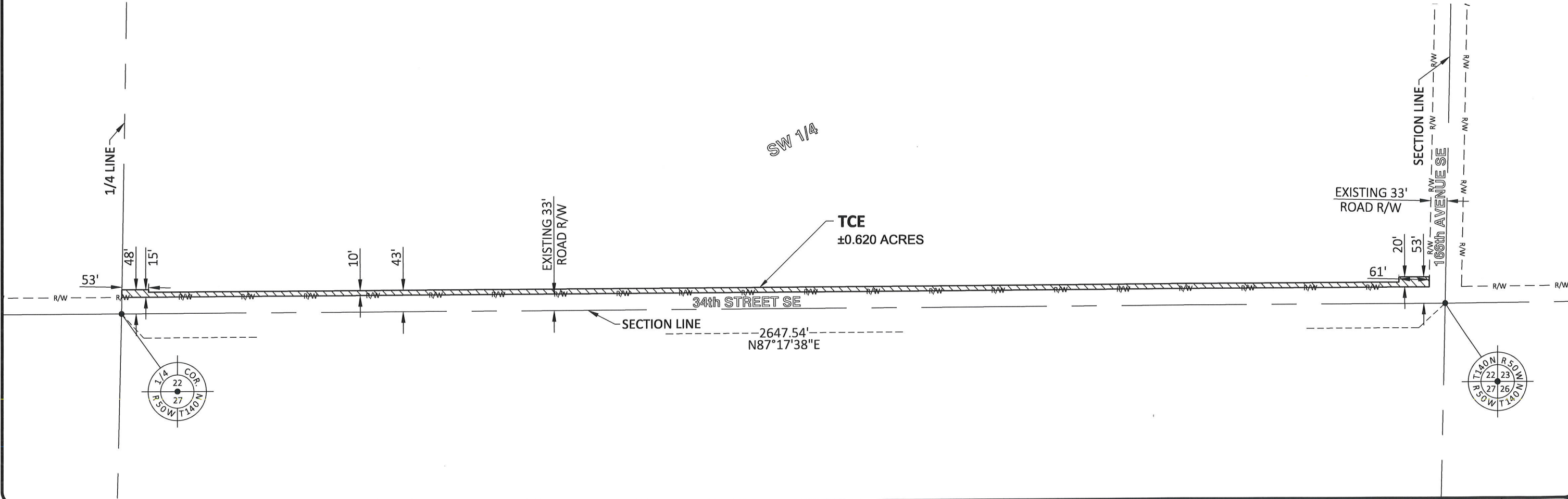


FOUND IRON MONUMENT	
1/2" I.D. IRON PIPE SET	
MEASURED BEARING	N88°06'54"E
PLAT BEARING	(N88°06'01"E)
MEASURED DISTANCE	151.04'
PLAT DISTANCE	(151.04')

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 920 Heiden Family LLLP FINAL COS 4-21-25.dwg-Sheet 1-4/21/2025 1:49 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 SE1/4, SEC. 22, T140N, R50W CASS COUNTY, NORTH DAKOTA	CERTIFICATE OF SURVEY OIN 920 PROJECT NO. 7438-0105	SHEET 1 OF 1
							Checked by JAS	Scale AS SHOWN			



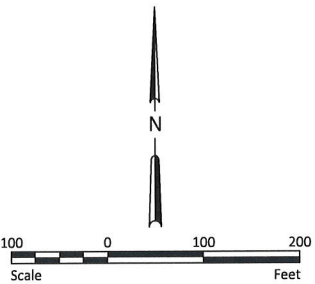
OIN 924X - Description - Temporary Construction Easement:

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.

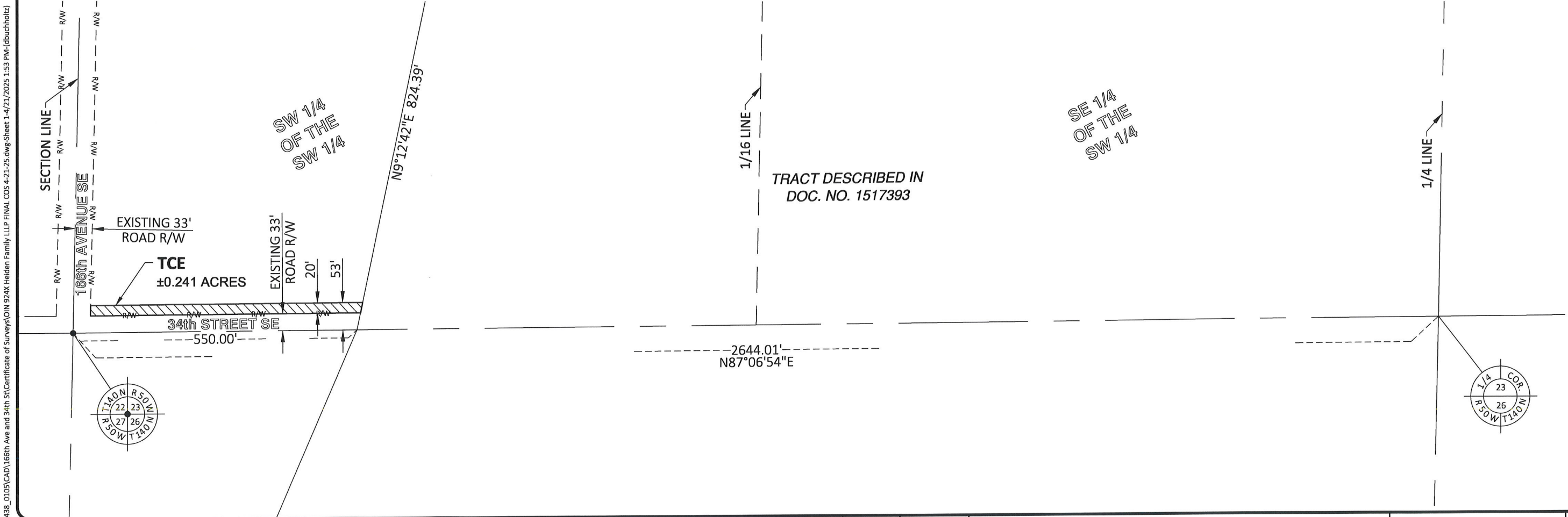
Less the West 33.00 feet thereof.

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:\BN\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)

			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 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
No.	Revision	Date	By	Date	Checked by JAS	Scale AS SHOWN			
			James A. Schlieman	4/21/25					
			ND. RLS. No. 6086						

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

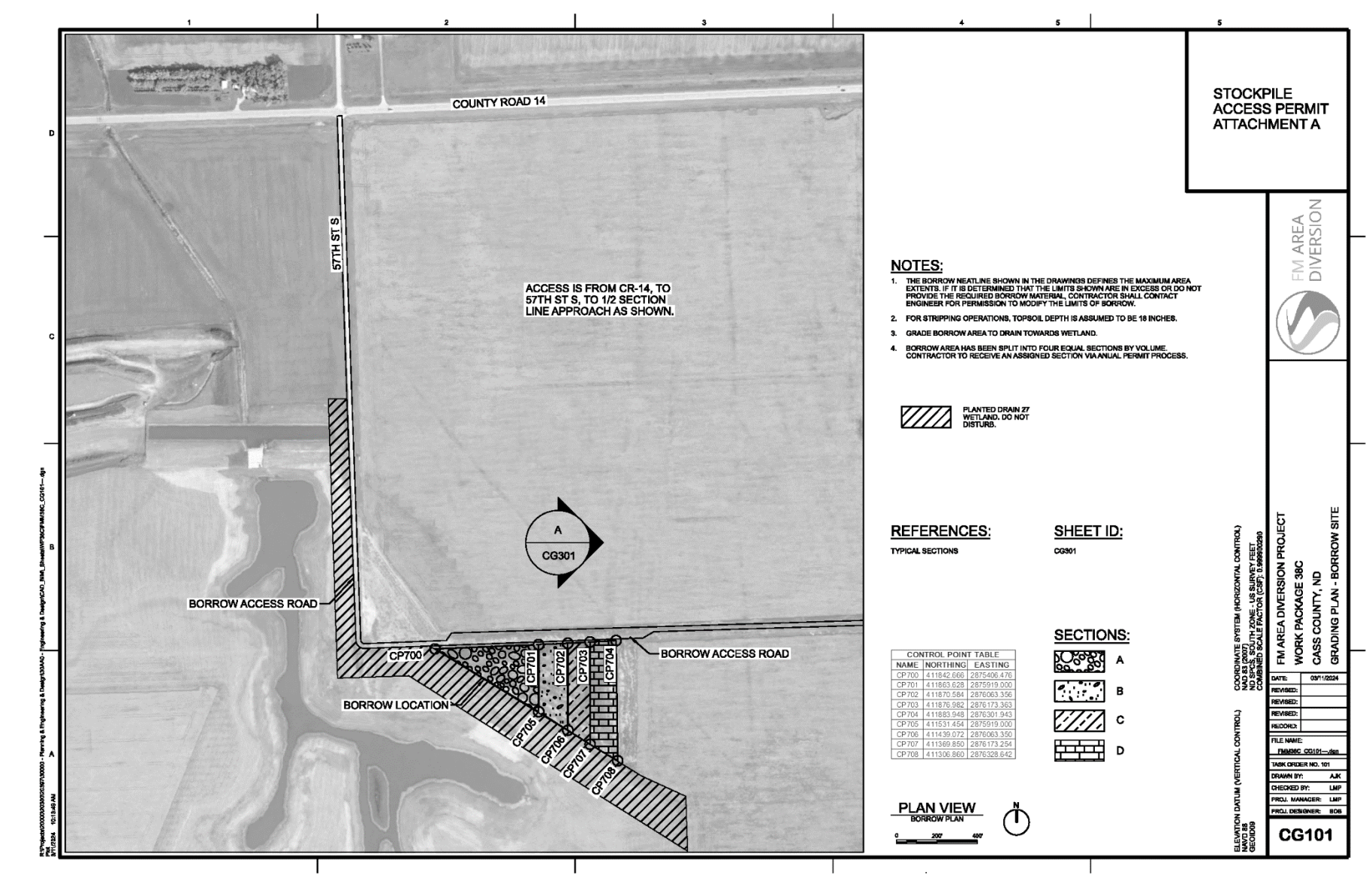
Melissa Hinkemeyer, Secretary

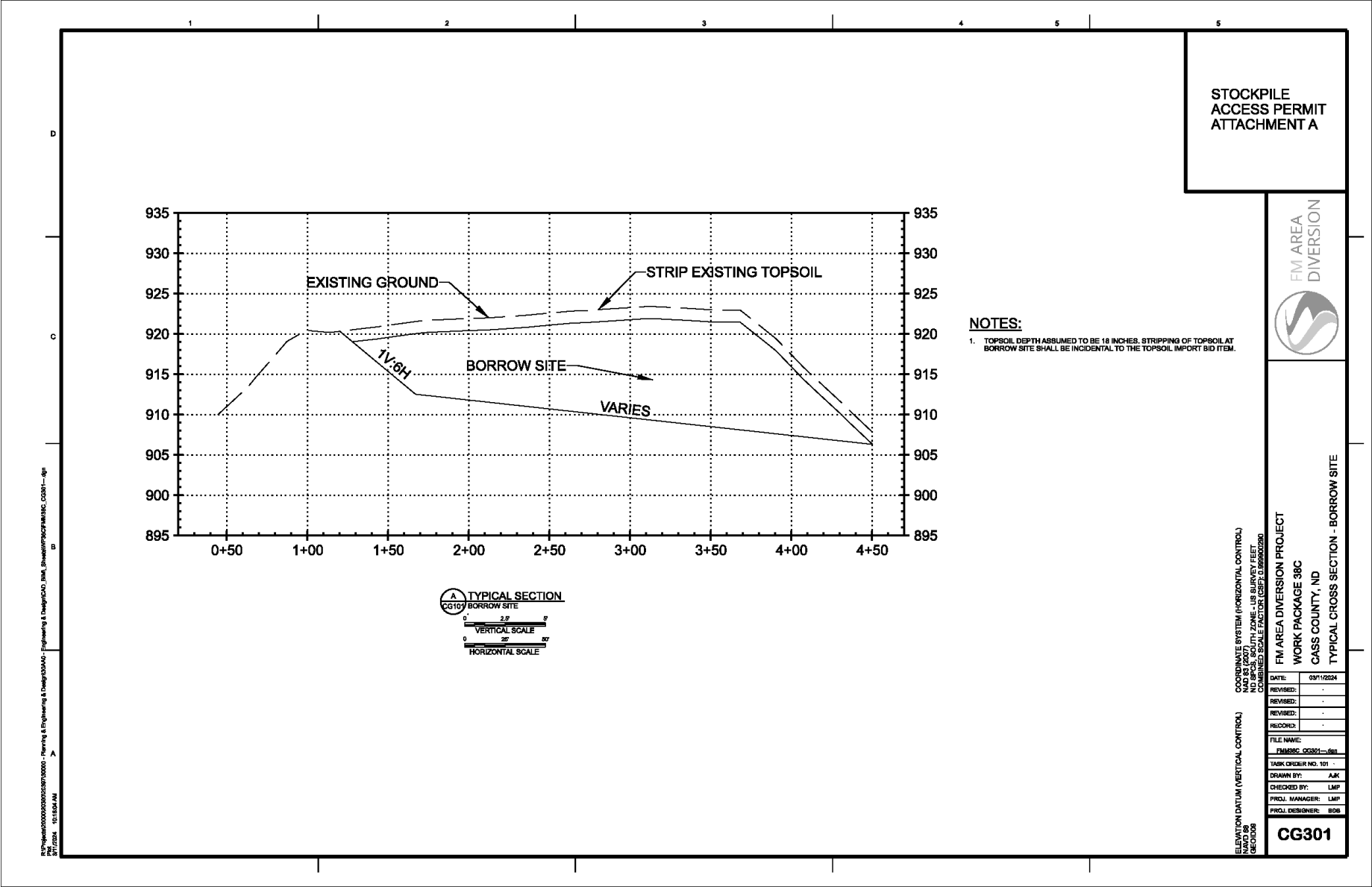
Contractor

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.

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

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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.

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

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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

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

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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.

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

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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
Water User Agreement***

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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

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

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**METRO FLOOD DIVERSION
AUTHORITY**

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Approved: _____, 2025

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

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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:



Diversion Authority Finance Committee Meeting

May 21, 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