

Finance Committee Agenda

Diversion Authority Finance Committee

August 27, 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 July 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. 17)
 6. Cash Budget Report
[Attachment 04.00] (Pg. 39)
 7. MOUs and Agreements
[Attachment 05.00] (Pg. 46)
 - a. MnDOT & MFDA Joint Powers Agreement [Attachment 05.01] (Pg. 48)
 8. DA Board Approval Contracting Actions
[Attachment 06.00] (Pg. 88)
 - a. JT Lawn Services Agreement Amendment 0 – Snow Removal [Attachment 06.01] (Pg. 90)
 - b. Braun Intertec Task Order 4 Amendment 6 [Attachment 06.02] (Pg. 92)
 - c. HMG Task Order 101 Amendment 14 [Attachment 06.03] (Pg. 95)
 - d. Cass County Electric Coop Task Order 25 Amendment 0 [Attachment 06.04] (Pg. 100)
 - e. C Three Media Service Agreement 2024 – Amendment 1 [Attachment 06.05] (Pg. 103)
 9. Other Business
 - a. 2024 Financial Statement Audit Presentation
[Attachment 07.00] (Pg. 106)
 10. Next Meeting: September 24, 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 – July 23, 2025

City of Fargo Commission Chambers

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

Member(s) absent: Brandy Madrigga, Cass County Finance Director and Shelly Carlson, Mayor, City of Moorhead.

1. CALL TO ORDER

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

2. APPROVE THE MINUTES FROM THE JUNE 2025 MEETING
MOTION PASSED

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

3. APPROVE THE ORDER OF THE AGENDA
MOTION PASSED

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

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through July 15, 2025, total \$4,594,797, and are payable to the usual vendors, with Cass County Joint Water Resource District being the largest at \$2,528,689 and the City of Fargo being the second largest at \$1,361,870.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported the total assets as of June 30, 2025, are \$348,775,562; liabilities total \$6,311,094, and the grand total net position is \$342,464,469.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Benson reported that July revenues are \$11,145,000 and \$102,683,000, year-to-date, and they are tracking on target. Expenses for 2025 are \$64,394,112 and continue to track on target as well. There will be an acceleration in milestone payments this year due to the settlement agreement and it is anticipated that the first WIFIA draw will be in Q3.

7. Budget Change Requests

Mr. Barthel provided an overview and summary of the following Budget Change Requests for approval:

a. BCR 020 - Minnkota Power Cooperative, Inc. - Task Order 8

Request description: reapportion WP-46 program budget underruns to the Minnkota Power cost account to support the scope of work as described under Task Order 8 for the proposed construction (labor, materials and equipment) of Minnkota Power Cooperative, Inc.'s (MPC) Oxbow 15kV Substation. The 2025 Cash budget for Minnkota Power will be increased from \$2 million to \$4.5 million. The 2025 cash budget will increase from \$425,055,689 to \$427,555,689 as a result of this change. Request justification: the existing substation is located within the Upstream Mitigation Area of the project and requires relocation. The substation relocation is expected to be completed in 2025.

b. BCR 021 – P3 Developer Statement of Principles 2025 Payment

Request description: obligate \$20 million of the P3 program contingency to the 2025 cash budget to support Section 22 of the Statement of Principles (SOP) executed 7/3/2025. The 2025 cash budget will increase from \$427,555,689 to \$447,555,689 as a result of this change and includes BCR-020 Minnkota Power substation relocation. Request justification: the Statement of Principles (SOP) executed on 7/3/2025 resolves various commercial issues and, as such payments to the Developer in 2025 are to be made according to Section 22 of the SOP.

MOTION PASSED

Mayor Mahoney moved to approve both Budget Change Requests as presented, and Mr. Grindberg 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 for approval:

a. Minnkota Task Order 8, Amendment 0 - \$3,376,114

Task Order 08, Amendment 0 – Construction of Oxbow 15kV Substation – This Task Order is for the proposed construction (labor, materials and equipment) for the Oxbow 15kV Substation. The existing substation is located within the Upstream Mitigation Area of the project and requires relocation. The new substation is being constructed within the protected area of the FM Area Diversion Project.

b. WP 52H – Raymond Township Mobility Improvement Award – RJ Zavoral & Sons, Inc., - \$579,297

Recommendation of award.

MOTION PASSED

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

9. OTHER BUSINESS

There was no other business to discuss.

10. NEXT MEETING

The next meeting will be on August 27, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:17 PM.

Finance Committee Bills from August 2025

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #134 CCJWRD	\$	1,629,626.40
Ohnstad Twichell, P.C.	Legal services rendered through July 21, 2025	\$	133,185.50
Clay County	Diversion bills – Request #56 MCCJPA	\$	89,284.58
Dorsey & Whitney	Legal services rendered through July 31, 2025	\$	16,644.98
Rush River Wate Resource District	Reimburse engineering costs related to MOU	\$	14,816.05
Swanson & Warcup	Legal services rendered through July 24, 2025	\$	3,690.00
Total Bills Received through August 20, 2025		\$	<u>1,887,247.51</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

August 12, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find copies of bills totaling \$1,629,626.40 regarding the above reference project.

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

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							8/12/2025
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
	7/25/2025	281276		(7,227.00)	The Title Company	Settler's Settlement Statement OIN 5214Y	
7/10/2025	6/27/2025	203972	120007	3,136.00	Ohnstad Twichell, PC	Diversion Project, Assessment District	
7/10/2025	6/27/2025	203973	130007	11,409.50	Ohnstad Twichell, PC	Diversion Right of Way Acquisition	
7/10/2025	6/27/2025	203974	160007	128.00	Ohnstad Twichell, PC	Channel Phase I	
7/10/2025	6/27/2025	203975	160007	128.00	Ohnstad Twichell, PC	Channel Phase II	
7/10/2025	6/27/2025	203976	170007	20,563.50	Ohnstad Twichell, PC	Diversion Upstream Mitigation Area	
7/10/2025	6/27/2025	203978	207007	367.50	Ohnstad Twichell, PC	Wetland Mitigation Drain 27	
7/10/2025	6/27/2025	203979	247007	864.00	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project	
7/17/2025	6/27/2025	204054	227007	4,623.00	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action	
7/17/2025	6/27/2025	204055	227007	3,249.50	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action	
7/17/2025	6/27/2025	204056	227007	1,206.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action	
7/17/2025	6/27/2025	204057	227007	636.50	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action	
7/17/2025	6/27/2025	204058	227007	2,747.00	Ohnstad Twichell, PC	Cossette, Donald Robert (OIN 2361) Eminent Domain Action	
7/17/2025	6/27/2025	204059	227007	804.00	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action	
7/17/2025	6/27/2025	204060	227007	4,675.00	Ohnstad Twichell, PC	Brakke Family (OIN 1938, 1977, 1978) Eminent Domain Action	
7/17/2025	6/27/2025	204061	227007	1,474.00	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action	
7/17/2025	6/27/2025	204062	227007	737.00	Ohnstad Twichell, PC	Askegaard Robert, R. (OIN 1950, 1963, 1966) Eminent Domian Action	
7/17/2025	6/27/2025	204063	227007	1,340.00	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action	
7/17/2025	6/27/2025	204064	227007	2,378.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action	
7/17/2025	6/27/2025	204065	227007	10,418.50	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action	
7/17/2025	6/27/2025	204066	227007	5,403.50	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domian Action	
7/17/2025	6/27/2025	204067	227007	67.00	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action	
7/17/2025	6/27/2025	204068	227007	201.00	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action	
7/17/2025	6/27/2025	204069	227007	58.50	Ohnstad Twichell, PC	Hanson, Michael (OIN 8920) Eminent Domain Action	
7/17/2025	6/27/2025	204070	227007	78.00	Ohnstad Twichell, PC	Johnson, Nancy Rae & Justin A. (OIN 2039 2041) Eminent Damain Action	
7/17/2025	6/27/2025	204071	227007	770.50	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
7/17/2025	6/27/2025	204072	227007	1,507.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action	
7/17/2025	6/27/2025	204073	237007	536.00	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967, 1967) Eminent Domain Action	
7/17/2025	6/27/2025	204074	227007	904.50	Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action	
7/17/2025	6/27/2025	204075	247007	5,087.42	Ohnstad Twichell, PC	Aaland Law Open Records Regeust	
7/17/2025	6/27/2025	204076	227007	259.50	Ohnstad Twichell, PC	Moe Gail J (OIN 1953) Eminent Domain Action	
7/17/2025	6/27/2025	204077	204077	783.50	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
7/17/2025	6/27/2025	204078	257007	770.50	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action	
7/17/2025	6/27/2025	204079	204079	368.50	Ohnstad Twichell, PC	Luecke, John (Leonard) & Kathleen J. (OIN 2046,2047, 2183) Eminent Domain Action	
7/17/2025	6/27/2025	204080	257007	7,478.34	Ohnstad Twichell, PC	Sheyenne Benching Project	
7/29/2025	7/17/2025	204272	207007	19.50	Ohnstad Twichell, PC	Larry A. Brandt RLT (OIN9348) Eminent Domain Action	
7/29/2025	7/17/2025	204273	227007	544.50	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action	
7/29/2025	7/17/2025	204274	227007	2,244.50	Ohnstad Twichell, PC	Anderson, Stanley D & Terri Rae (OIN 1896 & 2052) Eminent Domain Action	
7/29/2025	7/17/2025	204275	227007	3,216.00	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action	
7/29/2025	7/17/2025	204276	227007	603.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action	
7/29/2025	7/17/2025	204277	227007	469.00	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action	
7/29/2025	7/17/2025	204278	227007	4,288.00	Ohnstad Twichell, PC	Cossette, Donald Robert (OIN 2361) Eminent Domain Action	
7/29/2025	7/17/2025	204279	227007	88.00	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action	
7/29/2025	7/17/2025	204280	227007	105.00	Ohnstad Twichell, PC	Brakke Family (OIN 1938, 1977, 1978) Eminent Domain Action	
7/29/2025	7/17/2025	204281	227007	791.50	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action	
7/29/2025	7/17/2025	204282	227007	456.50	Ohnstad Twichell, PC	Askegaard Robert, R. (OIN 1950, 1963, 1966) Eminent Domian Action	
7/29/2025	7/17/2025	204283	227007	1,373.50	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action	
7/29/2025	7/17/2025	204284	227007	1,574.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action	
7/29/2025	7/17/2025	204285	227007	34,693.00	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action	
7/29/2025	7/17/2025	204286	237007	1,675.00	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domian Action	
7/29/2025	7/17/2025	204287	237007	67.00	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895, 1991) Eminent Domain Action	
7/29/2025	7/17/2025	204288	237007	268.00	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
7/29/2025	7/17/2025	204289	237007	904.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action	
7/29/2025	7/17/2025	204290	237007	4,589.50	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967, 1967) Eminent Domain Action	
7/29/2025	7/17/2025	204291	237007	268.00	Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action	
7/29/2025	7/17/2025	204292	247007	3,345.42	Ohnstad Twichell, PC	Aaland Law Open Records Regeust	
7/29/2025	7/17/2025	204293	247007	322.00	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
7/29/2025	7/17/2025	204294	247007	402.35	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action	
7/29/2025	7/17/2025	204295	257007	19,971.91	Ohnstad Twichell, PC	Sheyenne Benching Project	
7/10/2025	7/2/2025	859532	38810.00012	2,440.00	Larkin Hoffman	Hanson Flowage Easement Acquisition	

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/10/2025	7/2/2025	859531	38810.00004	5,160.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land
7/10/2025	7/2/2025	859534	38810.00020	480.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition
7/10/2025	7/2/2025	859544	33810.00056	2,680.00	Larkin Hoffman	Ron & Melissa Heesch ED
7/10/2025	7/2/2025	859541	33810.00044	440.00	Larkin Hoffman	Timothy & Sharon Schultz ED
7/10/2025	7/2/2025	859533	33810.00016	480.00	Larkin Hoffman	Istaelson, Gary and Nancy Flowage Easement Acquisition
7/10/2025	7/2/2025	859535	33810.00023	520.00	Larkin Hoffman	Nelson, Jeff and Char Flowage Easement Acquisition
7/10/2025	7/2/2025	859536	33810.00024	1,040.00	Larkin Hoffman	Ness Family Trust Flowage Easement Acquisition
7/10/2025	7/2/2025	859538	38810.00035	920.00	Larkin Hoffman	Patrick Anderson and Lori Propp- Anderson
7/10/2025	7/2/2025	859539	38810.00004	720.00	Larkin Hoffman	Ryan R. and Jennifer M Skog
7/10/2025	7/2/2025	859540	38810.00041	1,000.00	Larkin Hoffman	Keneth C. and Melani M Knudsen
7/10/2025	7/2/2025	859542	38810.00050	760.00	Larkin Hoffman	Gary H. Nelson - Michele Nelson POA
7/10/2025	7/2/2025	859543	38810.00052	840.00	Larkin Hoffman	James Thoreson
7/10/2025	7/2/2025	859545	38810.00057	760.00	Larkin Hoffman	Joshua Kinneberg
7/10/2025	7/2/2025	859547	38810.00060	1,960.00	Larkin Hoffman	High Plains Properties
7/10/2025	7/2/2025	859546	38810.00059	440.00	Larkin Hoffman	Michael and Darla Rufer
7/10/2025	7/2/2025	859548	33810.00065	1,155.96	Larkin Hoffman	Colehour/The Quinland Farm (OIN 2031-33; 2035; 0866-67 and 8063)
7/10/2025	7/2/2025	859537	33810.00028	24,360.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition
7/10/2025	7/2/2025	859549	33810.00066	1,928.37	Larkin Hoffman	Stuart T & Laverna Ystebo LLLP OIN1451-53 & 1466 & 1493
7/28/2025	7/2/2025	SIN003385	19706	1,067.50	Moore Engineering	FM Diversion - Design Coordination
7/28/2025	7/14/2025	1200739321		3,046.25	HDR Engineering	ROW Acquisitions Davis, Brooke Josephina,- Lee, Kelsey Ann, -Olafson, Stefan H (Oly), -Whitworth, Wade G, - Kaffar,
7/28/2025	6/30/2025	13783.00-62		29,589.58	SRF Consulting Group, Inc.	Task Order 1 Amendments 1,2,3,4,5 & 6
7/11/2025	7/11/2025	281218		19,379.21	The Title Company	Buyer's Settlement Statement OIN 2006
7/10/2025	6/27/2025			50.00	The Title Company	Draw #11 Richard Living Trust Draw #11
7/10/2025	6/26/2025	5216		35,000.00	Crown Appraisals, Inc.	(OIN 5032) Braaten 6/5/25 (OIN 1974) Brakke 6/12/25 (OIN 2361) Cossette6/17/25 (OIN1896) Anderson 6/24/25
	7/24/2025			4,941.50	Joseph & Jolene Sauvageau	ON 1112, 1113 Non Residential Move Claim
	7/24/2025			88,500.00	Steve Shultz	OIN 8359 Non Residential Move Claim
	7/24/2025			21,830.70	Steve Shultz	OIN 8359 Residential Move Claim
7/25/2025	7/14/2025	1132241		46.45	Cass County Electric Cooperative	Location: 140-300-0510 Address: 5251 174 1/2 AVE SE (OIN 1992)
	7/22/2025	1065133		2,200.00	Fevig Oil	purchase of propane tank for heat to OIN 8386 and will keep tank if needed for any other properties in future
	8/1/2025	281707		1,205,677.74	The Title Company	Buyers Settlement Statement - Allen M Ricker & Diana Ricker OIN 872, 873, 874, 875
			Total	1,629,626.40		
			Grand Total	1,629,626.40		

Attorneys at Law

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

15-1395 (JTS) Invoice # 204814

Flood Diversion Board
Bond Counsel Work - PPP

Date: August 4, 2025

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	186.5	\$416.00	\$77,584.00
KJS	23.8	\$410.00	\$9,758.00
JRS	0.4	\$385.00	\$154.00
KJM	12.7	\$385.00	\$4,889.50
TJF	6.2	\$300.00	\$1,860.00
ASM	102.8	\$270.00	\$27,756.00
AJR	26.8	\$270.00	\$7,236.00
CRR	16.8	\$235.00	\$3,948.00
Total Fees:	376.0		\$133,185.50
Total Expenses:			\$0.00
Grand Total			\$133,185.50

		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
CA	Camila Almonacid, Law Clerk	\$190.00
KGB	Keigan G. Bannerman, Law Clerk	\$190.00
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
DMS	Dawn M. Schaefer, Legal Administrative Assistant	\$160.00

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 # 204814 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$20,594.10
151395-4	Public Finance Issues	\$243.40
151395-5	Consultant Contract Review/Development	\$624.00
151395-13	Third Party Utility MOU's	\$14,994.10
151395-17	EPA WIFIA Loan	\$1,781.40
151395-23	PRAM	\$1,372.30
151395-24	P3 Implementation	\$87,325.30
151395-27	UMA/Utility Review	\$984.00
151395-29	Deed Restrictions	\$54.00
151395-30	Dispute Review Board Matters	\$4,013.20
151395-31	2027 Definitive Refunding Improvement Bond	\$1,199.70
TOTAL		\$133,185.50



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

August 18, 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 two receipts for MCCJPA rent received by Clay County, to be refunded to the MCCJPA. All requests were approved or authorized by the Diversion Authority. The current invoice/expense reimbursement request is as follows:

Metro Flood Diversion Expense	\$90,284.58
Rent received to be reimbursed to MCCJPA	<u>\$ 1,000.00</u>
Net reimbursement request	\$89,284.58

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

	Invoice		Invoice		Date			Reimb
Vendor	Date		Amount	Invoice #	Approved	Date Paid	Check #	Request
SRF Consulting Group	6/30/25	prof svcs thru 6/30/25	\$11,869.32	13820.00-57	6/25/25	8/6/25	570815	
New Century Press	7/11/25	meeting notice	\$7.43	2025-548471	8/1/25	8/13/25	570960	
Michele Mortenson	7/24/25	oin 1305 relocation reimbursement	\$8,225.00		7/25/25	8/6/25	126134	
The Title Co	7/24/25	oin 5177 Deutscher	\$46,623.50		7/24/25	7/24/25	907723	
Ohnstad Twichell	7/28/25	Upstream mitigation	\$11,588.50	204611	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	eminent domain wilkin	\$3,928.79	204614	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	eminent domain clay	\$2,328.50	204613	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	aaland law data practices request	\$2,444.54	204616	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	general	\$2,957.50	204615	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	Southern embankment	\$211.50	204612	7/30/25	8/20/25	TBD	
Farmers Union Oil of Southern Valley	7/31/25	tank lease	\$100.00	250837	8/11/25	8/20/25	TBD	
BCSS, LLC	8/13/25	land rent 3348 180th Ave S	-\$500.00	150256				
BCSS, LLC	8/13/25	land rent 3348 180th Ave S	-\$500.00	150257				

\$89,284.58



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

August 12, 2025
Invoice Number 4102585

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

For Legal Services Rendered Through July 31, 2025

INVOICE TOTAL

Total For Current Legal Fees	\$16,463.00
Total For Current Disbursement and Service Charges	\$181.98
Total Due This Invoice	\$16,644.98

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



Metro Flood Diversion Authority
 Client-Matter No.: 491379-00004
 Invoice Number: 4102585

August 12, 2025
 Page 3

Total This Invoice	\$16,644.98
---------------------------	--------------------

Timekeeper Summary

Name	Hours	Billed Rate	Amount
Keane, Bryan	3.10	810.00	2,511.00
Knoll, Jocelyn	7.40	860.00	6,364.00
Racine, David	11.20	580.00	6,496.00
Webster, Nathan	2.10	520.00	1,092.00
Total all Timekeepers	23.80		16,463.00

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.



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

July 29, 2025

Dick Sundberg
Manager
Harwood, North Dakota

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

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$14,816.05 regarding the Metro Flood Diversion Project.

At this time, we respectfully request 100% reimbursement per the Memorandum of Understanding between Metro Flood Diversion Authority and Rush River Water Resource District dated December 21, 2020.

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

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrld@casscountynynd.gov
www.casscountynynd.gov

Albertson, Andy

From: Erin Kennedy <ekennedy@swlawltd.com>
Sent: Wednesday, August 6, 2025 12:37 PM
To: APInvoicesFMDiv
Subject: [EXTERNAL] Swanson & Warcup, Ltd. Invoice #3528
Attachments: Invoice_3528.pdf

This Message Is From an External Sender

This message came from outside your organization.



1397 Library Circle, Suite 202
Grand Forks, ND 58201

I have attached our firm's invoice for services rendered. You may proceed with payment online using the link below or remit payment by mail. If you have any questions or concerns about the invoice, please do not hesitate to contact our office.

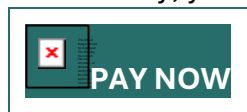
Details

Number **3528** Issued date **07/31/2025** Due date **09/04/2025** Amount **\$3690.00**

Note:

Click the button below to complete the payment.

Additionally, your total outstanding balance, if applicable, will be conveniently accessible for payment.



The payment link will expire in 90 days.

	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	16,115,650	413,808,344		-	-	-	-	-	-	413,808,344	
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	8,027,207	330,410,336		-	-	-	-	-	-	330,410,336	
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	134,294,754	42,072,289	411,493,472		-	-	-	-	-	-	411,493,472	
State of ND - SRF	-	-	1,272,652	8,316,726	9,745,091	8,686,450	28,020,919		-	-	-	-	-	-	28,020,919	
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	812,751	5,922,513		-	-	-	-	-	-	5,922,513	
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843	983,100	10,013,610		-	-	-	-	-	-	10,013,610	
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,807,311	7,108,238	33,303,802		-	-	-	-	-	-	33,303,802	
Miscellaneous	4,886	7,336	1,987	70,350	76,997	2,341	163,898	3,320,850	1,665,282	974,100	5,960,232	-	-	-	6,124,130	
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,056,477	83,808,027	1,602,841,071	3,320,850	1,665,282	974,100	5,960,232	-	-	-	1,608,801,303	
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	2,992,238	23,037,314	3,249,868	1,462,847	660,203	5,372,918	-	-	-	28,410,232	
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	1,719,189	51,511,922	-	-	-	-	-	-	-	51,511,922	
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	7,226,361	137,716,358	-	-	-	-	-	-	-	137,716,358	
7925 WIK - Recreation	278,223	-	-	-	-	-	278,223	-	-	-	-	-	-	-	278,223	
7930 LERRDS - North Dakota	275,657,728	42,321,398	53,946,968	73,284,991	51,715,442	12,860,208	509,786,736	-	-	-	-	-	-	-	509,786,736	
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	4,024,212	46,205,988	-	-	-	-	-	-	-	46,205,988	
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142	66,585	37,631,937	-	-	-	-	-	-	-	37,631,937	
7941 WIK Mitigation - Minnesota	-	112,271	357,080	933,799	586,522	577,105	2,566,777	-	-	-	-	-	-	-	2,566,777	
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	34,006,877	27,584,818	226,847,690	-	-	-	-	-	-	-	226,847,690	
7951 Construction - Minnesota	-	-	210,000	669,048	182,594	66,940	1,128,582	-	-	-	-	-	-	-	1,128,582	
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	24,741	37,101,126	-	-	-	-	-	-	-	37,101,126	
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	8,529	11,931,234	-	-	-	-	-	-	-	11,931,234	
7959 SRF Construction	-	-	5,936,985	7,781,266	16,519,945	3,427,805	33,666,001	-	-	-	-	-	-	-	33,666,001	
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	9,742,898	102,964,149	-	-	-	-	-	-	-	102,964,149	
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	164,941,656	71,312,231	1,277,271,850	3,249,868	1,462,847	660,203	5,372,918	-	-	-	1,282,644,768	
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	962,500	5,917,066	-	-	-	-	-	-	-	5,917,066	
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	962,500	5,917,066	-	-	-	-	-	-	-	5,917,066	

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 282,216,504	\$ 587,314	\$ 282,803,818
Cash Horace 3.01 MIT	4,508,700	-	4,508,700
Cash BRRWD	9,163,292	-	9,163,292
Cash Held In Trust at BND			
Excess Revenue Fund	720,275	-	720,275
Temp Debt Obligation Fund	2,069,527	-	2,069,527
Authority Loan Fund	242,451	-	242,451
P3 Reserve Fund	16,793,482	-	16,793,482
SRF Loan Reserve Fund	2,379,454		2,379,454
Revenue Fund	3,893		3,893
Prepaid Expense	2,270,319	-	2,270,319
Refundable Deposit	50,000		50,000
Total assets	320,417,898	587,314	321,005,212
Liabilities			
Vouchers payable	638,601	-	638,601
Retainage payable	102,887	-	102,887
Rent Deposit	24,250	-	24,250
Total liabilities	765,739	-	765,739
 NET POSITION	 \$ 319,652,159	 \$ 587,314	 \$ 320,239,474

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	31/07/2025	346405	Cass County Government	\$70,305.78	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$70,305.78			
770-7910-429.20-01	31/07/2025	346405	Cass County Government	\$7,632.68	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,632.68			
770-7910-429.20-03	31/07/2025	346405	Cass County Government	\$160.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	31/07/2025	346405	Cass County Government	\$36.50	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$36.50			
770-7910-429.21-01	31/07/2025	346405	Cass County Government	\$4,224.87	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,224.87			
770-7910-429.21-02	31/07/2025	346405	Cass County Government	\$988.08	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$988.08			
770-7910-429.22-07	31/07/2025	346405	Cass County Government	\$9,181.08	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,181.08			
770-7910-429.33-37	17/07/2025	346095	HighRoad Partners, LLC	\$600.00	DIVERSION IT SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	10/07/2025	345946	Marco Technologies	\$736.00	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	17/07/2025	346140	Network Center Inc.	\$927.50	IT SERVICES	V13801	IT SERVICE AGREEMENT
	31/07/2025	346416	CONSOLIDATED COMMUNI	\$470.00	701-150-0113/0 IT SERVICE	V00106	EXECUTIVE DIRECTOR
	31/07/2025	346479	Marco Technologies	\$2,206.27	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
Technical Services / Computer Services				\$4,339.77			
770-7910-429.38-99	31/07/2025	346405	Cass County Government	\$4,282.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Other Services / Other Services				\$4,282.00			
770-7910-429.43-50	31/07/2025	346405	Cass County Government	\$532.88	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Repair and Maintenance / Maintenance Service Contract				\$532.88			
770-7910-429.53-20	31/07/2025	346405	Cass County Government	\$472.68	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$472.68			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.56-60	31/07/2025	346405	Cass County Government	\$242.90	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$242.90			
770-7910-429.57-60	31/07/2025	346405	Cass County Government	\$822.86	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Exp				\$822.86			
770-7910-429.61-10	31/07/2025	346405	Cass County Government	\$287.55	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$287.55			
770 Subtotal				\$104,109.63			
790-0000-206.10-00	03/07/2025	345792	INDUSTRIAL BUILDERS INC	\$10,000.00	PAY RETAINAGE	V06009	TO24-WP38C-OIN 9423,9436
	03/07/2025	345792	INDUSTRIAL BUILDERS INC	\$10,000.00	PAY RETAINAGE	V06010	TO36-WP38C OIN 1898
	17/07/2025	346181	Schmidt and Sons Inc.	\$9,650.00	Pay Retainage	V03815	TO22-WP38C-OIN 1130
Retainage				\$29,650.00			
790-7910-429.33-20	03/07/2025	345771	EIDE BAILLY LLP	\$9,112.69	AUDIT SERVICES 2024	V06407	2024 AUDIT
Other Services / Accounting Services				\$9,112.69			
790-7910-429.33-25	03/07/2025	345822	OHNSTAD TWICHELL PC	\$122,314.10	PROFESSIONAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346387	Ankura Consulting Group LLC	\$10,257.50	SCHEDULING SERVICES	V12801	SCHEDULING EXPERTISE
	31/07/2025	346427	DORSEY & WHITNEY LLP	\$99,928.24	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	31/07/2025	346502	OHNSTAD TWICHELL PC	\$95,835.15	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$328,334.99			
790-7910-429.34-20	10/07/2025	345871	C THREE MEDIA, LLC	\$8,455.20	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	10/07/2025	345950	Neon Loon Communications, LL	\$13,463.75	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	17/07/2025	346052	C THREE MEDIA, LLC	\$3,566.40	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$25,485.35			
790-7910-429.34-40	10/07/2025	345900	Flint Group	\$1,250.00	DIVERSION WEBSITE DESIGN	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$1,250.00			
790-7910-429.34-56	25/07/2025	EK07250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 07/25	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.42-05	17/07/2025	346043	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			

Summary Of Expenses
EXP-2025-07

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.52-30	23/07/2025	EK07250	AON RISK SERVICES CENTR	\$1,089,753.08	12.31.25 FMDA PREPAID	V00102	General & Admin. WIK
Insurance / General Liability				\$1,089,753.08			
790-7915-429.33-05	31/07/2025	346383	AECOM	\$12,343.25	CULTERAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	31/07/2025	346409	MOORE ENGINEERING INC	\$3,535.00	MOORE ENGINEERING	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$15,878.25			
790-7920-429.33-79	10/07/2025	345880	CH2M Hill Engineers Inc	\$555,451.04	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
	10/07/2025	345880	CH2M Hill Engineers Inc	\$1,036,249.06	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,591,700.10			
790-7930-429.33-05	17/07/2025	346042	ADVANCED ENGINEERING I	\$115,873.54	DIVERSION ENGINEERING	V00302	PROGRAM MGMT SERVICES
	31/07/2025	346409	HDR Engineering, Inc.	\$4,746.00	HDR ENGINEERING	V01201	Cass Joint Water OHB
	31/07/2025	346409	SRF Consulting Group	\$22,850.73	SRF CONSULTING GROUP	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$143,470.27			
790-7930-429.33-25	31/07/2025	346409	Larkin Hoffman Attorneys	\$24,195.50	LARKIN HOFFMAN	V01201	Cass Joint Water OHB
	31/07/2025	346409	OHNSTAD TWICHELL PC	\$51,859.80	OHNSTAD TWICHELL	V01201	Cass Joint Water OHB
Other Services / Legal Services				\$76,055.30			
790-7930-429.33-32	10/07/2025	345875	CROWN APPRAISALS	\$8,500.00	CROWN APPRAISALS, INC	V01201	Cass Joint Water OHB
	31/07/2025	346409	CROWN APPRAISALS	\$27,500.00	CROWN APPRAISALS	V01201	Cass Joint Water OHB
	31/07/2025	346409	DKJ Appraisal LLC	\$3,250.00	DKJ APRAISAL LLC	V01201	Cass Joint Water OHB
Other Services / Appraisal Services				\$39,250.00			
790-7930-429.33-47	17/07/2025	346187	Jodi Smith	\$271.60	JUNE TRAVEL EXPENSE	V13701	LAND ACQUISITION CONSULTIN
	17/07/2025	346187	Jodi Smith	\$12,000.00	DIVERSION CONSULTING	V13701	LAND ACQUISITION CONSULTIN
Other Services / Consulting Services				\$12,271.60			
790-7930-429.33-79	10/07/2025	345880	CH2M Hill Engineers Inc	\$6,644.32	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$6,644.32			
790-7930-429.38-95	17/07/2025	346112	JT LAWN SERVICE LLC	\$85,495.00	DIVERSION MOWING/WEED CON	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$85,495.00			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.38-99	24/07/2025	346255	Eagle Valley Evangelical Free C	\$9,125.00	REIMB DAKOTA MONUMENT	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Joseph & Jolene Sauvageau	\$465.00	JOSEPH SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Title Company	\$350.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$9,940.00			
790-7930-429.52-70	17/07/2025	346201	Watts and Associates, Inc.	\$12,207.75	INSURANCE SERVICES	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$12,207.75			
790-7930-429.61-50	31/07/2025	346409	CASS COUNTY JOINT WATE	\$99.60	POSTAGE	V01201	Cass Joint Water OHB
General Supplies / Postage				\$99.60			
790-7930-429.62-51	31/07/2025	346402	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Cass County Electric Cooperativ	\$88.88	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$201.88			
790-7930-429.67-11	31/07/2025	346409	1891 - MATHISON 4	\$40,410.00	RODNEY & CHERIE MATHISON	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2016 - NIPSTAD 3	\$16,000.00	NIPSTAD FARMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$56,410.00			
790-7930-429.67-12	31/07/2025	346409	0820 - JOHNSON 4	\$66,176.00	CAMRUD FOSS CONCRETE	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	0820 - JOHNSON 4	\$804.00	LARRY RICHARD	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2016 - NIPSTAD 3	\$45,000.00	NIPSTAD FARMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$111,980.00			
790-7930-429.71-30	31/07/2025	346409	0530Y - CASS COUNTY JOIN	(\$127,403.00)	KEVIN & PAMELA HEIDEN	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	0858 - GRAHAM	(\$19,850.00)	NATHAN & SARAH BOERBOOM	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2372Y - CASS COUNTY JOIN	(\$127,403.00)	KEVIN & PAMELA HEIDEN	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	0530Y - CASS COUNTY JOIN	\$127,403.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	0858 - GRAHAM	\$19,850.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	2372Y - CASS COUNTY JOIN	\$127,403.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$0.00			

Summary Of Expenses
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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-31	31/07/2025	346409	1210 - DEAN ALLEN CAILLIE	(\$250.00)	OHNSTAD TWICHELL	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	1939 - BRAKKE 3	\$2,472,320.51	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	9346 - JOHNSONHUBBARD	\$11,147.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	9351 - NESSBERGLUND	\$12,797.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$2,496,014.51			
790-7930-429.73-20	10/07/2025	345922	INDUSTRIAL BUILDERS INC	\$136,977.00	PROPERTY MITIGATION	V06012	TO41-WP38C OIN 8528
	10/07/2025	345974	Schmidt and Sons Inc.	\$10,000.00	PROPERTY MITIGATION	V03816	TO33 - WP38C - OIN 829
	10/07/2025	345974	Schmidt and Sons Inc.	\$15,837.50	PROPERTY MITIGATION	V03813	TO25-WP38C-OIN5023
	17/07/2025	346181	Schmidt and Sons Inc.	\$66,510.00	PROPERTY STRUCTURE MITIGA	V03815	TO22-WP38C-OIN 1130
	17/07/2025	346181	Schmidt and Sons Inc.	\$146,200.00	PROPERTY STRUCTURE MITIGAT	V03821	TO34 - OIN 856 & 1972
Infrastructure / Site Improvements				\$375,524.50			
790-7930-429.73-70	17/07/2025	346123	Lincco, Inc.	\$215,475.00	PROPERTY STRUCTIRE MITIGATI	V14001	TO11-OIN 1093X-5002
Infrastructure / Utilities				\$215,475.00			
790-7931-429.33-05	31/07/2025	346414	SRF Consulting Group	\$6,455.55	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$6,455.55			
790-7931-429.33-25	31/07/2025	346414	Larkin Hoffman Attorneys	\$3,210.75	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	31/07/2025	346414	OHNSTAD TWICHELL PC	\$62,440.58	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$65,651.33			
790-7931-429.33-32	31/07/2025	346414	CROWN APPRAISALS	\$8,000.00	CROWN APPRAISALS	V06201	MCCJPA - MN ROE
Other Services / Appraisal Services				\$8,000.00			
790-7931-429.38-99	31/07/2025	346414	Title Company	\$50.00	THE TITLE CO	V02301	MN LAND PURCHASES
Other Services / Other Services				\$50.00			
790-7931-429.54-10	31/07/2025	346414	New Century Press	\$7.43	NEW CENTURY PRESS	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$7.43			
790-7931-429.62-51	31/07/2025	346414	RED RIVER VALLEY COOPE	\$82.95	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$82.95			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.67-11	31/07/2025	346414	1689 - UELAND	\$9,997.50	RHONDA UELAND	V02301	MN LAND PURCHASES
	31/07/2025	346414	1690 - UELAND	\$9,997.50	RHONDA UELAND	V02301	MN LAND PURCHASES
Relocation / Residential Buildings				\$19,995.00			
790-7940-429.33-06	10/07/2025	345868	BRAUN INTERTEC CORP	\$31,718.45	MATERIALS TESTING	V00407	TASK ORDER #5
Other Services / Quality Testing				\$31,718.45			
790-7940-429.34-50	07/08/2025	JC202507	City of Horace	\$29.14	JUL 25 DIVIDEND/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
	09/07/2025	JH062500	City of Horace	\$29.09	JUN 25 DIVIDEND/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$58.23			
790-7941-429.33-05	31/07/2025	346397	BUFFALO-RED RIVER WATE	\$820.17	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	BUFFALO-RED RIVER WATE	\$1,162.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	31/07/2025	346397	HOUSTON ENGINEERING IN	\$47,190.25	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	HOUSTON ENGINEERING IN	\$94,232.50	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Engineering Services				\$143,404.92			
790-7941-429.34-50	07/08/2025	JC202707	BUFFALO-RED RIVER WATE	\$42.01	JUL 25 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
	09/07/2025	JH062500	BUFFALO-RED RIVER WATE	\$41.92	JUNE 25 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$83.93			
790-7941-429.38-99	31/07/2025	346397	RED RIVER TITLE SERVICES	\$600.00	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	RED RIVER VALLEY COOPE	\$128,889.13	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	Wilkin County Recorder	\$300.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Other Services				\$129,789.13			
790-7950-429.33-05	03/07/2025	345808	MOORE ENGINEERING INC	\$1,106.25	MRWRD REQUEST #13 MEI	V08901	MAPLE RIVER-DRAIN EXPENSE
	31/07/2025	346519	MOORE ENGINEERING INC	\$17,205.80	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
Other Services / Engineering Services				\$18,312.05			
790-7950-429.33-06	10/07/2025	345868	BRAUN INTERTEC CORP	\$19,190.00	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	10/07/2025	345868	BRAUN INTERTEC CORP	\$90,380.75	MATERIALS TESTING	V00406	TASK ORDER #4
Other Services / Quality Testing				\$109,570.75			
790-7950-429.38-99	10/07/2025	345954	Northstar Safety Inc.	\$5,025.00	RESTORATION/FOREST MITIGATI	V13901	TO01-WP60B-WET RESTORATIO
Other Services / Other Services				\$5,025.00			

Summary Of Expenses
EXP-2025-07

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.41-05	10/07/2025	345876	Cass Rural Water	\$33.56	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$33.56			
790-7950-429.68-10	30/07/2025	EK07250	Vigens Lawn Services Inc.	\$500.00	VIGENS LAWN SERVICES INC	V05409	FLOOD MIT-WOODCREST DRIVE
Miscellaneous / Miscellaneous				\$500.00			
790-7950-429.73-20	31/07/2025	346519	INDUSTRIAL BUILDERS INC	\$13,148.00	REIMB INDUSTRIAL BUILDERS	V08801	RUSH RIVER-DRAIN EXPENSE
	31/07/2025	346519	Pro Landscapers LLC	\$3,970.00	REIMB PRO LANDSCAPERS	V08801	RUSH RIVER-DRAIN EXPENSE
Infrastructure / Site Improvements				\$17,118.00			
790-7950-429.73-52	16/07/2025	EK07250	Red River Valley Alliance LLC	\$10,000,000.00	RECORD WIRE PAYMENT FOR	V11404	SETTLEMENT PAYMENT
	17/07/2025	EK07250	Red River Valley Alliance LLC	\$14,392,081.60	REC MILESTONE WIRE PMT	V11402	MILESTONE PAYMENTS
Infrastructure / Flood Control				\$24,392,081.60			
790-7950-429.73-70	03/07/2025	345739	Cass County Electric Cooperativ	\$111,806.42	CCEC TO #24 RED RIVER STR	V04726	TO24-RR STRUCT. ELECTRICAL
	10/07/2025	346001	XCEL ENERGY-FARGO	\$391,163.19	UTILITY RELOCATION	V07704	TO1-MONTICELLO-BISON TRAN
Infrastructure / Utilities				\$502,969.61			
790-7959-429.33-05	30/07/2025	EK07250	APEX Engineering Group Inc	\$13,526.45	APEX ENGINEERING GROUP IN	V05432	STORM LIFT IMPR #27
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$150,461.80	HOUSTON ENGINEERING INC	V05438	NR25D-STRM LFT RHB #41,42
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$62,421.70	HOUSTON ENGINEERING INC	V05433	NR24B - LIFT STAT 11 & 57
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$2,935.00	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$4,332.50	HOUSTON ENGINEERING INC	V05432	STORM LIFT IMPR #27
Other Services / Engineering Services				\$233,677.45			
790-7959-429.73-52	30/07/2025	EK07250	Key Contracting Inc	\$1,127,692.80	KEY CONTRACTING INC	V05432	STORM LIFT IMPR #27
Infrastructure / Flood Control				\$1,127,692.80			
790-7990-429.33-25	03/07/2025	345822	OHNSTAD TWICHELL PC	\$79,424.90	PROFESSIONAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346502	OHNSTAD TWICHELL PC	\$83,815.90	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346528	Swanson & Warcup	\$990.00	LEGAL SERVICES-DIVERSION	V14501	LEGAL SERVICES
Other Services / Legal Services				\$164,230.80			
790-7990-429.33-47	17/07/2025	346161	Program Advisor Services, LLC	\$46,152.44	CONSULTING SERVICES	V05801	CONSULTING SERVICES
	17/07/2025	346161	Program Advisor Services, LLC	\$23,072.00	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$69,224.44			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.34-55	03/07/2025	345773	Ernst & Young	\$35,810.60	FINANCIAL ADVISORY SRVS	V03301	PPP FINANCL ADVISORY SVCS
Technical Services / Financial Advisor				\$35,810.60			
790-7990-429.34-57	25/07/2025	18192	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE 7/25	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$18,007.50			
790-7990-429.34-59	17/07/2025	346163	P3 Collaborative LLC, Christoph	\$4,290.00	DIVERSION DOCUMENT REVIEW	V14301	TECHNICAL DISPUTE BOARD
Technical Services / Outside Consultant				\$4,290.00			
790-7990-520.80-10	14/07/2025	EK07250	North Dakota Public Finance Aut	\$4,547,000.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Bond Principal				\$4,547,000.00			
790-7990-520.80-20	14/07/2025	EK07250	North Dakota Public Finance Aut	\$924,170.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest On Bonds				\$924,170.00			
790-7990-520.80-32	14/07/2025	EK07250	North Dakota Public Finance Aut	\$300.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$300.00			
790-7998-555.90-81	25/07/2025	EK07250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-JUL	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$39,326,447.77			

Total Amount Invoiced this period:

\$39,430,557.40

\$29,650.00

Less Paid Retainage

\$39,400,907.40

Total Less Paid Retainage

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$437,646,219.12	\$437,646,219.12	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$154,012,417.39	\$137,384,785.98	\$16,627,631.41	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$96,722,631.93	\$81,318,545.99	\$15,404,085.94	Engineering Services
INDUSTRIAL BUILDERS INC	\$67,402,864.76	\$66,665,795.26	\$737,069.50	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
RED RIVER VALLEY ALLIANCE LLC	\$50,382,754.46	\$50,382,754.46	\$0.00	P3 Developer payments
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$49,551,760.00	\$49,551,760.00	\$0.00	Debt Service
KEY CONTRACTING INC	\$36,679,385.73	\$36,679,385.73	\$0.00	Flood Protection Services
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
OHNSTAD TWICHELL PC	\$27,688,265.33	\$27,688,265.33	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$16,046,097.25	\$14,791,313.63	\$1,254,783.62	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$14,007,990.84	\$14,007,990.84	\$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
CASS COUNTY JOINT WATER RESOURCE DI	\$8,916,503.76	\$8,916,503.76	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CITY OF FARGO	\$8,899,490.36	\$8,893,851.61	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$8,661,443.44	\$6,980,516.50	\$1,680,926.94	Engineering Services
HOUSTON ENGINEERING INC	\$7,566,664.49	\$7,566,664.49	\$0.00	Engineering Services
CASS RURAL WATER	\$7,268,430.53	\$7,146,423.56	\$122,006.97	Utilities and Utility Relocation
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,341,707.43	\$3,917,475.72	\$2,424,231.71	Engineering Services
SCHMIDT AND SONS INC.	\$6,253,938.03	\$5,134,050.43	\$1,119,887.60	Residential Demolition in Oxbow
CASS COUNTY GOVERNMENT	\$6,128,721.30	\$6,128,721.30	\$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
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,082,525.00	\$294,475.00	P3 Financial Advisory Services
BRAUN INTERTEC CORP	\$5,314,170.56	\$3,286,919.76	\$2,027,250.80	Materials Testing
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
CASS COUNTY ELECTRIC COOPERATIVE	\$4,384,366.49	\$3,589,497.05	\$794,869.44	Electrical Services
XCEL ENERGY-FARGO	\$4,004,762.30	\$2,880,595.64	\$1,124,166.66	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
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
AON RISK SERVICES CENTRAL INC	\$3,508,446.49	\$3,429,509.99	\$78,936.50	Risk Advisory Services P3 Pre-Award
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	\$2,734,540.39	\$243,442.48	Program Consulting Services
CROWN APPRAISALS	\$2,972,730.00	\$2,623,030.00	\$349,700.00	Flowage Easements Valuation and Appraisal Services
MAGELLAN PIPELINE	\$2,852,375.85	\$2,852,375.85	\$0.00	Utility Relocation
HDR ENGINEERING, INC.	\$2,671,901.12	\$2,205,444.45	\$466,456.67	Engineering Services
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
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	\$1,698,465.67	\$456,940.01	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
AECOM	\$1,692,603.43	\$1,380,755.41	\$311,848.02	Cultural Resources Investigations
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
CASS COUNTY TREASURER	\$1,582,695.56	\$1,582,695.56	\$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	\$1,343,840.00	\$818,670.00	\$525,170.00	Water Level Discharge Collection & Stage Gage Installation
BANK OF NORTH DAKOTA	\$1,340,281.85	\$1,340,281.85	\$0.00	Legal review fees
LARKIN HOFFMAN ATTORNEYS	\$1,306,394.56	\$1,306,394.56	\$0.00	Legal Services
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
ANKURA CONSULTING GROUP LLC	\$1,157,597.56	\$1,157,597.56	\$0.00	Scheduling Services
CONSOLIDATED COMMUNICATIONS	\$1,089,139.17	\$1,089,139.17	\$0.00	Utility Relocation
CITY OF HORACE	\$1,079,983.38	\$1,079,983.38	\$0.00	Infrastructure Fund
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
LINNCO, INC.	\$920,648.11	\$749,478.11	\$171,170.00	House Demo and Removal
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	\$843,285.10	\$479,477.00	\$363,808.10	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
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
RED RIVER VALLEY COOPERATIVE ASSOC	\$750,781.49	\$666,397.62	\$84,383.87	Electricity - Home Buyouts
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
CLAY COUNTY AUDITOR	\$704,233.05	\$704,233.05	\$0.00	Property Taxes - MN
C THREE MEDIA, LLC	\$703,235.02	\$523,679.35	\$179,555.67	Videography Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
NORTHERN IMPROVEMENT COMPANY	\$682,385.59	\$682,385.59	\$0.00	CR-17 asphalt paving
APEX ENGINEERING GROUP INC	\$670,280.12	\$670,280.12	\$0.00	Engineering
NEON LOON COMMUNICATIONS, LLC	\$666,006.80	\$558,364.37	\$107,642.43	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
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
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)
BUFFALO-RED RIVER WATERSHED DISTRICT	\$484,427.21	\$484,427.21	\$0.00	Retention Projects - Engineering Services
WATTS AND ASSOCIATES, INC.	\$460,000.00	\$422,590.16	\$37,409.84	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	\$252,600.00	\$191,000.00	Property Appraisal Services
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
BEAVER CREEK ARCHAEOLOGY	\$396,970.25	\$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	\$314,693.05	\$314,693.05	\$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
PLEASANT TOWNSHIP	\$267,686.99	\$267,686.99	\$0.00	Building Permit Application
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
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	\$228,229.32	\$0.00	Government Relations
WILLIAM D. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
SERKLAND LAW FIRM	\$210,428.06	\$210,428.06	\$0.00	Legal services
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
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	\$151,894.32	\$4,276.68	Audit Services
SUN ELECTRIC INC.	\$148,238.00	\$148,238.00	\$0.00	Lift Station Electrical 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
MLGC	\$142,052.49	\$142,052.49	\$0.00	Utility Relocation
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
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
MARCO TECHNOLOGIES	\$125,554.72	\$125,506.41	\$48.31	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
WARREN TOWNSHIP	\$101,604.72	\$101,604.72	\$0.00	SEEDING, ROAD REPAIR, DUST CONTROL

155 Vendors

Report Totals:

\$1,327,163,269.61

\$1,278,179,074.64

\$48,984,194.97

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,604,598.67	-	595,320.88	-	8,199,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,302,787.22	-	-	-	4,302,787.22
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minnesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		325,163,482.79	-	5,109,571.44	(19,798,339.89)	182,939,584.22

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		189,904,165.20	-	2,563,701.41	(9,555,282.39)	182,939,584.22
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				
		389,998,462.22	-	39,880,699.23	(20,176,047.76)	409,703,113.69
				Property Management Expense		10,068,637.07
				Grand Total	\$	419,771,750.76

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 3,756,545.64	\$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 406,921.54	\$ 406,921.54
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 491,334.67	\$ 491,334.67
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 42,050,175.00	\$ 42,050,175.00
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>\$ 193,138,327.72</u>	<u>\$ 191,920,888.21</u>

Legacy Bond Fund Balance Report
As of 07/31/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 24,006,527.81

Funds Requested						
	2021	2022	2023	2024	2025	Total
January \$	-	\$ 2,942,906.60	\$ 9,981,188.76	\$ 6,088,699.53	\$ 7,591,501.50	\$ 26,604,296.39
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	\$ 7,896,954.93	\$ 26,404,175.22
May \$	-	\$ 1,450,140.38	\$ 4,548,883.57	\$ 12,454,283.82	\$ 6,424,778.04	\$ 24,878,085.81
June \$	-	\$ 4,423,864.76	\$ 14,466,204.50	\$ 5,422,661.00	\$ 6,699,272.95	\$ 31,012,003.21
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	\$ 51,488,716.49	\$ 411,493,471.99

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						\$	11,769,605.10	\$ 11,769,605.10				
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				
May 2025						\$	7,896,954.93	\$ 7,896,954.93				
Jun 2025						\$	6,424,778.04	\$ 6,424,778.04				
Jul 2025						\$	6,699,272.95	\$ 6,699,272.95				
							\$	-				
Total	\$	27,390,437.51	\$	49,337,101.45	\$	114,533,247.53	\$	156,974,364.11	\$	63,258,321.59	\$	411,493,472.19

State Revolving Fund (SRF) Status Report
As of 07/31/2025

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	28,020,919.23
Available Balance Remaining	\$	23,613,080.77

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	\$ 1,600,122.00	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	\$ 2,273,331.00	25-Feb-25
14	1-Nov 2024 through 31-May 2025	\$ 3,883,134.33	16-Jul-25
		\$ 31,904,053.91	

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	1-Nov 2024 through 31-Dec 2024	\$ 2,273,331.00	02-Jul-25
Total		\$ 28,020,919.23	

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

7/22/2025					94% to MFDA	6% to County			at 2% Sales Tax		62.5% MFDA	37.5% COF	MFDA - ANNUAL	
											(1.25% tax)	(.75%) tax COF		
Pymt Date	month collected		Amount	County Collections	County Growth %				Amount	City Collections	City Growth %			
				8,539,582.40	2.9%	8,027,207	512,375			25,785,040.53	1.6%	16,115,650	9,669,390	24,142,858
7/22/2025	May-25	Cass County	2,053,576.19					City of Fargo	5,994,905.70					
6/20/2025	Apr-25	Cass County	1,616,213.54					City of Fargo	4,805,564.00					
5/21/2025	Mar-25	Cass County	1,698,986.33					City of Fargo	5,424,656.49					
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-2													



Diversion Authority Finance Committee Meeting

August 27, 2025

Cash Budget Report – July 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	\$3,747	\$24,345
Cass County Sales Tax	\$22,250	\$1,930	\$12,246
State of ND - Legacy Bond Fund Draws	\$87,265	\$6,699	\$63,258
State of ND - SRF	\$15,000	\$2,273	\$8,686
Financing Proceeds	\$7,500	\$2,246	\$8,825
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$275	\$983
Property Income	\$500	\$4	\$819
Miscellaneous	\$100	\$0	\$0
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$140	\$835
Cash on Hand	\$29,231	\$0	\$0
Total Revenue Sources	\$447,556	\$17,313	\$119,996

Overall Status – Level 1 Summary

Data Through Date: 25 July 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	\$76.0	\$20.4	\$12,588,000	\$7,907,384	\$4,680,616
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$33.2	\$833.8	\$233,655,150	\$31,975,191	\$201,679,959
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$185.0	\$28.3	\$26,500,000	\$8,590,826	\$17,909,174
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$526.3	\$45.4	\$54,387,500	\$18,660,005	\$35,727,495
ENGINEERING & DESIGN FEES	\$98.5	\$69.8	\$28.7	\$9,680,000	\$4,911,900	\$4,768,100
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$128.9	\$36.6	\$17,926,000	\$7,774,087	\$10,151,913
DA CONSTRUCTION CONTINGENCY	\$163.9	\$19.5	\$144.4	\$20,444,850	\$10,353,210	\$10,091,640
3RD PARTY MOU MITIGATION	\$153.4	\$82.4	\$71.0	\$59,309,189	\$4,719,614	\$54,589,575
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$62.3	\$13.4	\$6,540,000	\$5,671,378	\$868,622
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	\$126,425	\$198,575
DEBT TRANSFERS TOTAL	\$330.3	\$8.9	\$171.1	\$6,200,000	\$3,105,000	\$3,095,000
Report Totals	\$2,892.0	\$1,282.7	\$1,459.0	\$447,555,689	\$103,795,020	\$343,760,669

Overall Status – Level 2 Detail

Data Through Date: 25 July 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	\$75.99	\$20.41	\$12,588,000	\$7,907,384	\$4,680,616
Management, Legal, Financial, Procurement P3	\$96.40	\$75.99	\$20.41	\$12,588,000	\$7,907,384	\$4,680,616
Milestone Payments to the Developer	\$867.05	\$33.22	\$833.82	\$233,655,150	\$31,975,191	\$201,679,959
Milestone Payments to the Developer	\$865.80	\$31.98	\$833.82	\$233,655,150	\$31,975,191	\$201,679,959
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	\$185.03	\$28.27	\$26,500,000	\$8,590,826	\$17,909,174
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$94.55	\$12.75	\$26,500,000	\$8,590,826	\$17,909,174
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	\$526.30	\$45.40	\$54,387,500	\$18,660,005	\$35,727,495
Management, Legal, Financial, Procurement Lands	\$69.55	\$53.05	\$16.50	\$6,150,000	\$2,865,481	\$3,284,519
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.24	\$1.39	\$0	(\$3,500)	\$3,500
Southern Embankment & Assoc. Infrastructure	\$71.68	\$61.00	\$10.68	\$12,000,000	\$11,393	\$11,988,607
Mitigation & Assoc. Infrastructure	\$106.01	\$104.24	\$1.78	\$211,000	\$22,967	\$188,033
WP-38 Upstream Staging	\$184.84	\$170.76	\$14.08	\$36,026,500	\$15,763,664	\$20,262,836
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 25 July 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	\$69.80	\$28.70	\$9,680,000	\$4,911,900	\$4,768,100
Management, Legal, Financial, Procurement	\$39.47	\$30.43	\$9.04	\$8,650,000	\$4,496,152	\$4,153,848
Work-In-Kind Programs (WIK) Studies	\$17.13	\$15.09	\$2.04	\$675,000	\$251,017	\$423,983
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	\$350,000	\$164,732	\$185,268
Prog. Management/Legal/Financial/Procurement	\$165.43	\$128.86	\$36.57	\$17,926,000	\$7,774,087	\$10,151,913
Program Management Costs	\$103.23	\$80.25	\$22.98	\$8,124,000	\$4,998,373	\$3,125,627
Diversion Authority Operations	\$11.47	\$6.36	\$5.11	\$1,702,000	\$780,080	\$921,920
Program Financial Services	\$6.52	\$3.39	\$3.13	\$200,000	\$142	\$199,858
DA Legal Services	\$20.35	\$20.33	\$0.02	\$2,500,000	\$784,126	\$1,715,874
CCJWRD Legal Services	\$16.86	\$12.69	\$4.17	\$4,690,000	\$937,942	\$3,752,058
Outreach Costs	\$7.00	\$5.84	\$1.16	\$710,000	\$273,423	\$436,577
DA Construction Contingency	\$163.90	\$19.50	\$144.40	\$20,444,850	\$10,353,210	\$10,091,640
System Wide and P3 Comp Events Contingency	\$95.90	\$17.16	\$78.74	\$20,344,850	\$10,344,850	\$10,000,000
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	\$2.34	\$4.46	\$100,000	\$8,360	\$91,640
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 25 July 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	\$82.43	\$70.98	\$59,309,189	\$4,719,614	\$54,589,575
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.65	\$9.06	\$125,000	\$54,993	\$70,007
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	\$17.22	\$10.73	\$14,699,403	\$3,699,301	\$11,000,102
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	\$6.17	\$45.20	\$38,349,786	\$965,320	\$37,384,466
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$62.27	\$13.43	\$6,540,000	\$5,671,378	\$868,622
Net Current Interest / Financing Fees Paid	\$75.70	\$62.27	\$13.43	\$6,540,000	\$5,671,378	\$868,622
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	\$0.53	\$14.37	\$325,000	\$126,425	\$198,575
DA O&M (pre-SC)	\$14.90	\$0.53	\$14.37	\$325,000	\$126,425	\$198,575
Debt Transfers Total	\$330.30	\$8.90	\$171.10	\$6,200,000	\$3,105,000	\$3,095,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$8.90	\$171.10	\$6,200,000	\$3,105,000	\$3,095,000
Report Totals	\$2,892.00	\$1,282.66	\$1,459.04	\$447,555,689	\$103,795,020	\$343,760,669

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$545,085	\$609,103
Benefits	\$326,612	\$167,571	\$159,041
Office	\$82,200	\$39,690	\$42,510
Other	\$87,000	\$30,939	\$56,061
Totals *	\$1,650,000	\$783,285	\$866,715

* Includes pending costs



Diversion Authority Finance Committee Meeting

August 27, 2025

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements



MOU Parties	Project	MOU or Agreement Cost and Summary
MNDOT & MFDA JPA	SEAI & UMA	<p>This JPA defines the roles and responsibilities of the Metro Flood Diversion Authority and the Minnesota Department of Transportation for MnDOT facilities and real property interests that are impacted by the Comprehensive Project. In particular, the JPA covers the SEAI crossing of Highway 75 and discusses cleanup and repairs to real property interests held by MnDOT following Comprehensive Project operation. The Authority is responsible for designing, constructing, operating, and maintaining the SEAI crossing. The Authority will reimburse MnDOT for costs incurred during development of the SEAI crossing and for considering reimbursement requests from MnDOT for cleanup and repairs resulting from Comprehensive Project operation.</p>

JOINT POWERS AGREEMENT

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
MINNESOTA DEPARTMENT OF TRANSPORTATION**

Dated as of August 28, 2025

Relating to:

A Joint Powers Agreement outlining respective roles and responsibilities for the design, construction, maintenance, and relocation of road facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

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JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “JPA”) is made and entered into this 28th day of August, 2025, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the MINNESOTA DEPARTMENT OF TRANSPORTATION, a department of the state government of the State of Minnesota (“MnDOT”).

WHEREAS, Minnesota Statutes § 471.59 authorizes MnDOT and the Authority to enter this Joint Powers Agreement to cooperatively exercise their powers; and

WHEREAS, construction of the locally preferred plan for the Comprehensive Project (as defined herein) at the Fargo-Moorhead Metropolitan Area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, the Authority, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, are the non-federal sponsors of the Comprehensive Project and have entered into a Project Partnership Agreement on July 11, 2016, and amended as of March 19, 2019 (the “PPA”), with the United States Army Corps of Engineers (“USACE”) for the construction, operation, and maintenance of the Comprehensive Project; and

WHEREAS, the PPA sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the non-federal sponsors and USACE; and

WHEREAS, pursuant to the PPA, USACE will be responsible for constructing the Southern Embankment and Associated Infrastructure (the “SEAI”), which includes the southern embankment in its entirety; the Diversion Inlet Structure; the Red River Structure; the Wild Rice River Structure; road and railroad raises in the staging area; and all mitigation features which are not the responsibility of the non-federal sponsors; and

WHEREAS, the non-federal sponsors’ responsibilities under the PPA include the acquisition of real estate interests necessary for the SEAI, for the operation and maintenance of the SEAI when constructed, and for the Upstream Mitigation Area necessary for operation of the Comprehensive Project; and

WHEREAS, the Authority is the entity responsible for the non-federal sponsors’ obligations under the PPA; and

WHEREAS, MnDOT owns, holds, or controls certain rights-of-way on which, or near where, it is operating and maintaining U.S. Route 75 (“Route 75”), which will be affected by the construction, operation, and maintenance of the SEAI and the Upstream Mitigation Area; and

WHEREAS, the Authority and MnDOT desire to enter into this JPA to define their respective roles and responsibilities for the design, construction, operation, and maintenance of the SEAI, UMA, and Route 75.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

“100-Year Flood Event” means the flood event that has a one percent (1%) chance of being met or exceeded in any flood year. The 100-Year Flood Event is used to establish the regulatory floodplain boundary for the Comprehensive Project.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of Minnesota, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all Environmental Laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, and governmental authority, and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Authority, MnDOT, USACE, or the Comprehensive Project.

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

“Authority Representative” means the individual identified in Section 10.06.

“Best Efforts” means acting in Good Faith, in accordance with generally accepted commercial practices, and using reasonable due diligence to undertake all action contemplated by this JPA in accordance with Applicable Law.

“Betterment” means any improvement in design, construction, or capacity over and above what is required to provide road facilities of equal service and utility to MnDOT. Notwithstanding the foregoing, the following are not considered Betterments:

- (a) Any upgrades from current infrastructure required for accommodation of the SEAI;
- (b) Replacement devices or materials that are of equivalent standards although not identical;

- (c) Replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;
- (d) Any upgrading required by Applicable Law;
- (e) Any upgrading required by updated safety standards; and
- (f) Replacement devices or materials used for reasons of economy (e.g., it may be uneconomical to purchase non-stocked items).

“Business Day” means a day in which normal business is conducted and excludes weekends and State holidays.

“CLOMR” means the Conditional Letter of Map Revision issued by FEMA for the Comprehensive Project in September 2020 under Case Number 19-08-0683R. The CLOMR describes how the floodplain will change as a result of the Comprehensive Project if constructed as planned.

“Comprehensive Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011, and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B, and as amended by the Final Supplemental Environmental Assessment #2 dated February 2019 and the Final Supplemental Environmental Assessment #3 dated May 2024.

“Comprehensive Project Operation” means operation by the Authority of the Red River Structure or the Wild Rice River Structure to restrict flow into the Fargo-Moorhead Metropolitan Area.

“Diversion Inlet Structure” means the hydraulic control structure being constructed by USACE as the confluence of Cass County Road 16 and Cass County Road 17.

“Effective Date” means the date on which both Parties have executed this JPA.

“Environmental Law” means any federal, state, or local law, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment, including without limitation, principles of common law and equity; the Resource Conservation and Recovery

Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substances Control Act; and any similar or comparable State or local law.

“Fargo-Moorhead Metropolitan Area” means Fargo, North Dakota; Moorhead, Minnesota; and surrounding communities and is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the Cities of Dilworth, Minnesota, and West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

“Federal Highway Administration” means the Federal Highway Administration, a division of the United States Department of Transportation.

“Federal Mitigation Zone 1” means a depth difference of one (1) foot or greater for the 100-Year Flood Event or 500-Year Flood Event (whichever is greater) within Cass County, North Dakota, and Clay County, Minnesota, and along the Red River corridor within Richland County, North Dakota, and Wilkin County, Minnesota.

“Federal Mitigation Zone 2” means a depth difference of one (1) foot or greater for the 100-Year Flood Event or 500-Year Flood Event (whichever is greater) within Richland County, North Dakota, and Wilkin County, Minnesota, excluding the Federal Mitigation Zone 1 areas along the Red River corridor.

“FEMA” means the Federal Emergency Management Agency.

“Final Design Submittal” means a design has reached ninety-five percent (95%), as determined by the designing party.

“Flood Forecast” means a forecast published by the National Weather Service showing future estimated water heights of the Red River at the Red River Gage or of the Wild Rice River.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Hazardous Materials” means any element, chemical, compound, mixture, material, or substance, whether solid, liquid, or gaseous, which at any time is defined, listed, classified, or otherwise regulated in any way under any Applicable Law (including the Comprehensive Environmental Response, Compensation and Liability Act), or any other such substances or conditions (including mold and other mycotoxins, fungi, or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety.

“Hydraulic Effect” means a modeled change in water surface elevation from the Comprehensive Project, including the definition of impacts, which, for purposes of the Comprehensive Project, is based on the hydraulic model approved by FEMA for definition of the CLOMR. The CLOMR approved hydraulic model is used to determine the flood water depth existing and with-Comprehensive Project 100-Year Flood Event conditions.

“Intermediate Design” means a design that has reached sixty-five percent (65%) completion, as determined by the designing party.

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

“Material Modification” means a change or modification affecting the operation or performance of the SEAI Crossing.

“Mitigation Zone 4A” means the area in Minnesota beyond Federal Mitigation Zone 1 and Federal Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1 feet or more at the PMF event.

“Mitigation Zone 4C” means the area in Minnesota beyond Federal Mitigation Zone 1 and Federal Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1 feet or more at the 100-Year Flood Event.

“MnDOT” means the Minnesota Department of Transportation, a department of the state government of the State of Minnesota.

“MnDOT Representative” means the individual identified in Section 10.06.

“MnDOT Parcel” means OIN 5212, a parcel of real property owned by MnDOT and legally described in the certificate of survey attached in Exhibit C.

“MnDOT ROW” means the real property interests owned by MnDOT that neighbor Reaches SE-4 and SE-5 and are located in the UMA, as identified in attached Exhibit B, to operate and maintain Route 75.

“Original Term” means as defined in Section 7.01.

“Party” means either the Authority or MnDOT, as the context requires, and its representatives, successors, and assigns.

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

“PMF” means the probable maximum flood event used for dam-safety purposes. The PMF event is nearly seven (7) times larger than the 2009 flood of record and has a reoccurrence interval of approximately one hundred seventy-five thousand (175,000) years.

“Point of Contact” means the individuals identified in Section 4.07 and Exhibit E.

“PPA” means the Project Partnership Agreement, dated June 11, 2016, by and between the Department of the Army and the City of Fargo, North Dakota; the City of Moorhead, Minnesota; and the Authority for construction of the Comprehensive Project, and any amendments thereto.

“PRAM” means the Property Rights Acquisition and Mitigation Plan of the Authority, as may be amended from time to time.

“Preliminary Design” means a preliminary design of the SEAI Crossing, as designed to an extent determined by the designing party.

“Protected Area” means, generally, the area north of the SEAI and east of the SWDCAI, including the communities of Moorhead, Minnesota; Frontier, North Dakota; Horace, North Dakota; Fargo, North Dakota; West Fargo, North Dakota; Reile’s Acres, North Dakota; and Harwood, North Dakota.

“Reach SE-4” means that portion of the SEAI that will be constructed between the Red River Structure and County Road 50.

“Reach SE-5” means that portion of the SEAI that will be constructed on the footprint of County Road 50, running from approximately the west side of Route 75 to the east of 40th Street South.

“Red River” means the Red River of the North.

“Red River Gage” means U.S. Geological Study Gage 05054000 located on the Red River at Fargo, North Dakota.

“Red River Structure” means the hydraulic gated structure on the Red River to be procured by USACE, designed to control and/or meter the flow of the Red River through the Protected Area.

“Route 75” means the segment of U.S. Route 75 located within the State of Minnesota.

“SEAI” means the Diversion Inlet Structure, the Red River Structure, the Wild Rice River Structure, and the southern embankment in its entirety (including Reaches SE-4 and SE-5), as more fully described in the PPA.

“SEAI Crossing” means the location where Route 75 will intersect with the SEAI along Country Road 50 in the approximate location shown on Exhibit A.

“State” means the State of Minnesota.

“Subsequent Renewal Term” means as defined in Section 7.01.

“Substantial Completion” means the time at which the work performed under the construction contract between USACE and its contractor for the SEAI Crossing has progressed to the point of being substantially completed.

“Township Road Reconstruction” means the reconstruction of 150th Avenue Southeast, including the gravel surfacing of 150th Avenue Southeast up to the existing west edge of Route 75, the installation of a new culvert underneath 150th Avenue Southeast at the west road ditch of Route 75, and the installation of associated signage, within MnDOT ROW.

“Uniform Act” means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

“Upstream Mitigation Area” means the area where the Authority is required to obtain property rights for temporary storage of floodwaters during Comprehensive Project Operation.

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

“Utility Relocation” means each relocation (temporary or permanent), abandonment, protection in place, removal, replacement, reinstallation, and/or modification of existing utilities necessary to accommodate construction, operation, maintenance, and/or use of the SEAI Crossing.

“Wild Rice River” means the river so called and located in North Dakota.

“Wild Rice River Structure” means the hydraulic gated structure on the Wild Rice River to be procured by USACE, designed to control and/or meter the flow of the Wild Rice River through the Protected Area.

Section 1.02 TERMS GENERALLY.

(a) The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this JPA in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this JPA, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This JPA is not to be interpreted or construed against the interests of a Party merely because that Party proposed this JPA or some provision of it or because that Party relies on a provision of this JPA to protect itself. The Parties acknowledge and agree that this JPA has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this JPA with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this JPA. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this JPA, this JPA will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. PURPOSE

Section 2.01 PURPOSE. Pursuant to the terms of the PPA and the Joint Powers Agreement, the Authority is responsible for obtaining the real property interests and authorizations necessary for construction, operation, and maintenance of the SEAI, which will be designed and constructed by USACE, and for Comprehensive Project Operation. MnDOT operates Route 75 in areas of the SEAI, with Route 75 crossed by Reach SE-5 at the SEAI Crossing. Additionally, interests owned by MnDOT may be impacted by temporary flooding in the Upstream Mitigation Area. As a result, the Parties desire to enter into this JPA to address the Parties' respective rights and responsibilities relating to the design, construction, operation, and maintenance of the SEAI and to Comprehensive Project Operation.

ARTICLE III. SEAI CROSSING

Section 3.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for design, preliminary engineering activities, and construction. The Parties understand and agree that the SEAI and the components described herein that are a part of the SEAI must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

Section 3.02 DESIGN.

(a) USACE is responsible for designing the SEAI Crossing. The Authority will submit a Preliminary Design, an Intermediate Design, and a Final Design of the SEAI Crossing to the MnDOT Representative for review and comment. The MnDOT will review and provide any comments on designs to the Authority within twenty-eight (28) calendar days of receipt. The Authority will provide any MnDOT comments to USACE for consideration.

(b) The Authority will reimburse MnDOT in accordance with Article VI for costs and expenses incurred in connection with MnDOT reviewing the designs.

(c) Review by MnDOT of any designs will not be deemed to mean the plans and specifications or construction will be structurally sound and appropriate or that the plans and specifications meet Applicable Law.

(d) The designs resulting from this JPA will be the intellectual property of the Authority, USACE, and MnDOT, and each entity shall have the non-exclusive rights to use the design.

Section 3.03 BETTERMENTS. MnDOT agrees that the relocation, rearrangement, and/or alteration associated with Route 75 for the SEAI Crossing to be accomplished under this JPA will provide MnDOT with facilities in equal services as to those in existence on the Effective Date and located upon MnDOT ROW. If MnDOT desires any Betterments, MnDOT will notify the Authority and USACE of each individual Betterment as soon as reasonably possible. The Authority cannot guarantee that USACE will incorporate a requested Betterment into the design. If it does, however, the Authority will initially pay for the cost of each Betterment and then will invoice MnDOT. All invoicing as between the Authority and MnDOT will be done according to the procedure set forth in Article VI.

Section 3.04 PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES.

(a) Site Testing. The Authority will be responsible for all preliminary engineering activities within the work limits for the SEAI Crossing, including: (i) technical studies and analyses; (ii) geotechnical, seismic, flooding, and biological investigations; (iii) right-of-way mapping, surveying, and appraisals; (iv) surface investigations and mapping; (v) Hazardous Substances investigations; and (vi) archeological, paleontological, and cultural investigations.

(b) Mitigation. The Authority is responsible, at its sole cost and expense, for the remediation and removal of all Hazardous Substances unearthed as a result of the SEAI Crossing.

(c) Environmental Review. The Authority will coordinate with USACE to ensure that all applicable Environmental Laws are followed and that the SEAI Crossing receives all necessary environmental clearances.

(d) Utility Relocation. The Authority is responsible for coordinating and/or performing Utility Relocations of all third-party utilities whose lines or easements are impacted by the SEAI Crossing and will be responsible for costs incurred for these relocations.

Section 3.05 PROPERTY INTERESTS.

(a) The Authority will, at its sole cost and expense, obtain any and all easements, rights-of-way, or other interests in real property necessary for the construction of the SEAI Crossing in accordance with the Uniform Act and State law. This obligation includes the requirement that the Authority acquire any right-of-way easement or acquisitions required inside and outside the existing MnDOT ROW. Within the MnDOT ROW, as shown in Exhibit B, the Authority will secure a permit for the on-going operation and maintenance of the SEAI Crossing that will not conflict with the MnDOT's interests. A copy of the permit is attached hereto as Exhibit D and will include responsibilities of MnDOT to notify the Authority when MnDOT is performing work in the permitted area that may impact the SEAI Crossing. The Authority will secure the above-described permit in addition to securing construction permits from MnDOT as set forth herein for the Comprehensive Project.

(b) The Parties agree the Authority will convey to MnDOT the necessary right-of-way and/or easement interests needed to operate and maintain the SEAI Crossing as part of turn back set forth in Section 3.13.

(c) The Parties further agree the Authority has secured the necessary permits from MnDOT to construct the SEAI Crossing on, across, under, and through the MnDOT ROW.

Section 3.06 CONSTRUCTION.

(a) Intent. The Parties intend that the Authority will be the lead agency in its coordination with USACE regarding the construction of the SEAI Crossing. The Parties understand and agree that the SEAI Crossing must comply with USACE rules and regulations, MnDOT rules and regulations, and Federal Highway Administration rules and regulations to the extent that such rules and regulations are applicable.

(b) SEAI Crossing. USACE, not the Authority, is the contract holder and entity responsible for the administration and inspection of the construction of the SEAI Crossing. The Authority, through its cooperation with USACE, will provide funding, advertising, and contract administration for the construction of the SEAI Crossing and any physical alterations necessary for the Comprehensive Project. Construction of the SEAI Crossing and any physical alterations will occur based upon the Final Designs, except as otherwise provided in Section 3.10.

(c) Work Zone Traffic Control. The Authority will coordinate with USACE to replace appropriate work zone traffic control signs during construction of the SEAI Crossing, as necessary.

(d) Bypasses and Detours. USACE will not construct a bypass for Route 75 during construction. Formal detours, however, will be identified and shall be approved by MnDOT prior to commencement.

Section 3.07 COORDINATION OF PARTIES. MnDOT will coordinate and work through the Authority and USACE on any and all questions that develop during construction of the SEAI Crossing. Except as otherwise specifically set forth in Section 3.09, MnDOT agrees and acknowledges that it cannot direct any contractors performing work on the SEAI Crossing.

Section 3.08 CONSTRUCTION SCHEDULE. To facilitate scheduling for construction of the SEAI Crossing, the Authority will use its Best Efforts to coordinate with USACE to provide MnDOT with a proposed construction schedule and with monthly construction schedule updates.

Section 3.09 REVIEW. The Authority will coordinate with USACE to allow worksite control rules that permit and facilitate reasonable access to MnDOT for the SEAI Crossing for the reasonable review of work. The presence or absence of an MnDOT inspector does not relieve the Authority of any requirement in this JPA, nor is an inspector authorized to change any term or condition of this JPA. MnDOT agrees that during any review contemplated under this section, its staff will follow USACE construction safety practices, e.g., register at the field office and wear personal safety equipment. MnDOT understands that its staff cannot direct the construction contractor unless MnDOT determines, in MnDOT's discretion, that an emergency situation with

the potential for the loss of life exists. In such an event, MnDOT may immediately act but must notify USACE construction staff as soon as possible. Under normal circumstances, any MnDOT conversations with the construction contractor must occur in the presence of USACE construction staff.

Section 3.10 MATERIAL CHANGES OR MODIFICATIONS. Any Material Modification during construction to a Final Design for the SEAI Crossing will be subject to review and comment by MnDOT. MnDOT will review any proposed Material Modification within fourteen (14) calendar days of receipt or on a truncated time period, as required by the Authority or USACE, in the event of a critical or emergency change. MnDOT reserves the ability to request additional information relating to any proposed Material Modification, including but not limited to specifications for the modified material and information on how the specifications were determined, from either the Authority or USACE, and its 14-day review period will not commence until the receipt of such requested information.

Section 3.11 PRE-FINAL INSPECTION. The Authority will provide MnDOT with written notice of Substantial Completion of the SEAI Crossing at least fifteen (15) calendar days prior to the anticipated date for Substantial Completion. Within ten (10) calendar days of the anticipated date for Substantial Completion, the Parties and USACE will conduct at least one (1) joint pre-final inspection of the SEAI Crossing to verify (i) the contract requirements have been met, (ii) the completed construction meets the Final Design and any Material Modification made pursuant to the preceding section, and (iii) the flood risk management certification requirements are met. If MnDOT finds the construction is not in accordance with the Final Design or any Material Modification, MnDOT will notify the Authority to develop a written punch list of items not constructed in accordance with the Final Design or approved Material Modifications. The Authority will coordinate with USACE regarding resolution of any punch list items for issues with the SEAI Crossing.

Section 3.12 FINAL INSPECTION AND COMPLETION. Following the pre-final inspection and resolution of any punch list items, MnDOT will conduct a final inspection of the SEAI Crossing to determine whether the work meets the Final Design and any Material Modification made pursuant to Section 3.10. If MnDOT finds the construction has been made in accordance with the Final Design and any approved Material Modification, MnDOT will provide acceptance of the SEAI Crossing by closing out the applicable construction permit.

Section 3.13 AS-BUILT DRAWINGS. The Authority will coordinate with USACE to provide as-built drawings of the SEAI Crossing to MnDOT.

Section 3.14 WARRANTY. USACE may include a standard Federal Acquisition Regulation clause 52.246-21 Warranty of Construction in its construction contract for the SEAI Crossing. The clause includes a 1-year warranty provision. In the event the Authority and/or MnDOT identifies a deficiency in workmanship or defective product or material, the Authority will notify USACE.

Section 3.15 OPERATION AND MAINTENANCE.

(a) SEAI Crossing. Following turnover of the SEAI Crossing to MnDOT, MnDOT will have full control of all items on MnDOT ROW, excluding only the SEAI and its flood control components which will be the responsibility of the Authority, and will have full maintenance responsibilities thereof.

(b) Vegetation Free Zone. The Authority will perform maintenance to meet any vegetation free zone requirements imposed by the Comprehensive Project, and MnDOT will perform maintenance for any MnDOT purposes. The Authority will reimburse MnDOT if MnDOT incurs expenses for maintenance performed to meet any vegetation free zone requirements imposed by the Comprehensive Project.

Section 3.16 FUTURE CHANGES OR ADDITIONS AND OTHER USES.

(a) MnDOT retains the ability, at its sole cost and expense, to adjust or alter the SEAI Crossing to the extent such may be accomplished without adversely affecting, changing, or altering the SEAI. In the event the adjustment or alteration will adversely affect, change, or alter the SEAI, MnDOT must receive separate written approval from the Authority and USACE before pursuing the adjustment or alteration. USACE's written approval may be through the issuance of a Section 408 permit or successor USACE permitting regime. For purposes of this JPA, the Parties understand and agree that alteration of the SEAI will result if MnDOT has to perform work more than one (1) foot below the top of the subgrade of the SEAI Crossing.

(b) If it becomes necessary or desirable to change, alter, widen, or reconstruct the SEAI to accommodate a MnDOT-initiated project, the cost of such work, if approved by the Authority and USACE, including any cost incidental to alteration of the SEAI Crossing or flood control facility, including the SEAI, made necessary by any such changes, will be the expense of MnDOT. MnDOT will perform any hydraulic modeling associated with any proposed changes.

ARTICLE IV. COMPREHENSIVE PROJECT

Section 4.01 PERMITS AND APPROVALS. The Authority is responsible for securing any necessary permits and/or approvals for construction and/or maintenance of the Comprehensive Project, including but not limited to those required by MnDOT. As of the Effective Date, the Authority has applied for and received permits from MnDOT for the construction of Reach SE-4 and Reach SE-5, and no additional permits are required from MnDOT for construction of the Comprehensive Project. Impacts from the construction of the Township Road Reconstruction were included in the MnDOT permit granted for Reach SE-4, and the Authority has the authority to construct the Township Road Reconstruction based on said permit. In the event that the Authority must access MnDOT ROW for maintenance of the Comprehensive Project, the Authority will notify MnDOT of the proposed maintenance and seek authorization to perform the same. In any emergency situation in which human lives are at risk, structural failure is imminent, and/or public safety issues are involved, the Authority will provide notice to the MnDOT Representative and may enter MnDOT ROW to protect human life, stabilize the structural issues, and/or correct public safety issues. Furthermore, the Authority must abide by Applicable Law, regulations, ordinances, and other rules of the United States of America and of the State.

Section 4.02 CONSTRUCTION REVIEW. The Authority will coordinate with USACE to allow worksite control rules that permit and facilitate reasonable access to MnDOT for work within MnDOT ROW for the reasonable review of work. The presence or absence of an MnDOT inspector does not relieve the Authority from any requirement in this JPA, nor is an inspector authorized to change any term or condition of this JPA. MnDOT agrees that during any review contemplated under this section, its staff will follow USACE construction safety practices, e.g., register at field office and wear personal safety equipment. MnDOT understands that its staff cannot direct the construction contractor unless MnDOT determines, in MnDOT's discretion, that an emergency situation with the potential for the loss of life exists. In such an event, MnDOT may immediately act but must notify USACE construction staff as soon as possible. Under normal circumstances, any MnDOT conversations with the construction contractor must occur in the presence of USACE construction staff.

Section 4.03 COMPLETION DATE. The Authority will advise the MnDOT Representative, in writing, of the completion of construction work of the Comprehensive Project on MnDOT ROW within thirty (30) calendar days after close-out of the USACE contract. MnDOT will accept completion of Reach SE-5 of the Comprehensive Project by closing out the applicable construction permit.

Section 4.04 TURN BACK. Following close-out of the USACE contract for the SEAL, USACE will turn back control of the SE-4 and SE-5 flood control elements within MnDOT ROW to the Authority, and the Authority will have maintenance responsibilities for such elements.

Section 4.05 PLATTING. The Authority intends to plat the Project Limits, which is currently projected in Exhibit A, and will file the necessary documentation with the appropriate local governmental entity as required under Applicable Law. If a proposed plat includes property interests held by MnDOT, the Authority will provide a copy of the proposed plat to MnDOT for review, and MnDOT will work with the Authority in Good Faith in the platting process.

Section 4.06 OPERATION IMPACTS.

(a) MnDOT owns the parcel identified as OIN 5212, located and legally described in Exhibit C (the "MnDOT Parcel"). The MnDOT Parcel is located in Mitigation Zone 4C and may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation during a 100-Year Flood Event.

(b) MnDOT additionally owns right-of-way interests in the UMA where it operates Route 75 (the "MnDOT ROW"). The MnDOT ROW is located in Mitigation Zone 4A and may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation during a PMF event.

(c) MnDOT authorizes the Authority to flood the MnDOT Parcel and the MnDOT ROW temporarily and periodically in accordance with the terms and conditions of this JPA.

Section 4.07 POINT OF CONTACT. Prior to completion of the Comprehensive Project, the Authority and MnDOT will complete the form for Points of Contact attached as Exhibit E. The Points of Contact form will designate Points of Contact for both MnDOT and the Authority

for various stages of the Comprehensive Project including, but not limited to, design and construction, emergency situations, maintenance, Comprehensive Project Operation, and post-Comprehensive Project Operation cleanup and repair. The intended purpose of the Point of Contact is to facilitate the flow of information between MnDOT and the Authority both prior to and following Comprehensive Project Operation. Following the Effective Date, the Authority Representative will contact the MnDOT Representative on an annual basis to verify the accuracy of the information contained within Exhibit E.

Section 4.08 NOTICE OF COMPREHENSIVE PROJECT OPERATION. The Point of Contact will be responsible for continually monitoring Flood Forecasts. When a Flood Forecast includes a prediction of a ten percent (10%) or greater chance of the Red River reaching at least thirty-seven (37) feet at the Red River Gage, the Point of Contact will contact the MnDOT Representative and inform that individual of the potential of Comprehensive Project Operation. Once the Authority makes the decision that Comprehensive Project Operation will occur, the Point of Contact will inform the MnDOT Representative as soon as possible. The Point of Contact will again notify the MnDOT Representative when Comprehensive Project Operation ceases.

Section 4.09 CLEAN-UP WORK.

(a) Following Comprehensive Project Operation, the Point of Contact and the MnDOT Representative will complete an inspection of the MnDOT Parcel and MnDOT ROW to identify and document any damage that may have been caused by Comprehensive Project Operation. If an emergency repair or clean-up is identified, the Point of Contact and MnDOT Representative will work together as quickly as possible to have MnDOT complete the work and to be reimbursed for such work.

(b) If there are non-emergency repairs or clean-up work that needs to be completed, MnDOT will put together a quote for MnDOT to complete such repairs or clean-up work or will solicit bids from third parties, in conformance with Applicable Law, to complete the repairs or clean-up work. The MnDOT Representative will submit the MnDOT quote or third-party bid results to the Point of Contact for review by the Authority for reasonableness. The Authority will approve the quote, request additional information from the MnDOT Representative, or deny the quote. If a quote is denied, the MnDOT Representative may re-create or resolicit a quote, as applicable, and resubmit the quote for Authority review. The MnDOT Representative will notify the Point of Contact when the repairs or clean-up work commences and is complete. The Point of Contact will then confirm the work was completed in accordance with the quote and submit a request to the Authority to reimburse MnDOT. The Authority will use its Best Efforts to reimburse MnDOT within thirty (30) calendar days of receiving the request.

(c) The Parties agree and acknowledge that if an item for Comprehensive Project Operation is not addressed in this JPA, then the Parties will follow the provisions of the PRAM.

Section 4.10 FUTURE CHANGES OR ADDITIONS AND OTHER USES. The Authority retains the ability, at its sole cost and expense, to adjust or alter the SEAI or other elements of the Comprehensive Project to the extent such may be accomplished without adversely affecting, changing, or altering the SEAI Crossing. If it becomes necessary or desirable to change, alter, widen, or reconstruct the SEAI Crossing to accommodate the SEAI or other element of the

Comprehensive Project, the cost of such work, if approved by MnDOT and USACE, including any incidental costs made necessary by such changes, will be the expense of the Authority.

ARTICLE V. INSURANCE AND LIABILITY

Section 5.01 HELD HARMLESS. The Authority, to the fullest extent authorized by Applicable Law, shall at all times hereinafter indemnify and hold MnDOT harmless from any and all claims, suits, actions, or damages arising out of any Person who makes or asserts a claim against MnDOT as a result of the construction of the SEAI Crossing. This indemnity and hold harmless provision shall not be deemed as a waiver by the Authority of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as may be amended from time to time, or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to any officer, employee, or volunteer of MnDOT for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. The Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable laws govern MnDOT's liability. Nothing in this JPA is intended to waive or relinquish MnDOT or the Authority's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to MnDOT and the Authority under Minnesota and North Dakota laws.

Section 5.02 INSURANCE. The Authority will coordinate with USACE to ensure MnDOT is named by the contractor, and any subcontractors, as an additional insured in the USACE construction contract for the SEAI Crossing. The Authority will further coordinate with USACE to ensure the prime contractor and subcontractors have insurance as required by FAR Clause 52.228-5.

ARTICLE VI. INVOICING AND AUDIT

Section 6.01 REIMBURSABLE COSTS. The Authority will reimburse MnDOT for salaries, services, and/or related costs and expenses incurred in providing the work set forth in this JPA. If it is necessary for MnDOT to hire outside consultants to assist in reviewing and commenting, the Authority will reimburse MnDOT for those costs and expenses. MnDOT will notify the Authority and USACE in advance of hiring such outside consultants and inform the Authority of the anticipated costs for the reviews. MnDOT will submit invoices to the Authority as provided in the following section.

Section 6.02 INVOICES.

(a) As necessary hereunder, MnDOT will submit hard copy invoices to the Authority at the Authority's main office, and invoices will be processed by the Authority for the following month. MnDOT will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to bakkegardk@fmdiversion.gov. Each invoice should include the identification of MnDOT, a description of the activity included in the invoice, and the address where payment should be remitted.

(b) After the Authority receives MnDOT's invoice, the Authority will either process the invoice for payment or give MnDOT specific reasons, in writing, within fifteen (15) Business Days of receipt why part or all of the Authority's payment is being withheld and what actions MnDOT must take to receive the withheld amount.

(c) In the event of disputed billing, only the disputed portion will be withheld from payment, and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to MnDOT. Interest will accrue on any disputed portion of the billing determined to be due and owing to MnDOT.

(d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following payment, MnDOT will credit any payment in error from any payment that is due or that may become due to MnDOT under this JPA.

(e) The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum percent permitted by Applicable Law if lesser, on all past due amounts starting thirty (30) calendar days after receipt of the invoice. Payments will first be credited to interest and then to principal.

(f) If the Authority fails to make a payment in full within thirty (30) calendar days of the date due for any undisputed billing, MnDOT may, after giving seven (7) calendar days' written notice to the Authority, suspend services under this JPA until paid in full, including interest. In the event of suspension of services, MnDOT will have no liability to the Authority for delays or damages caused by the Authority because of such suspension.

Section 6.03 AUDIT AND DISPUTE. All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by MnDOT from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by MnDOT. The ability of the Authority to audit MnDOT's invoice will extend for a period of three (3) years from the date final payment has been received by MnDOT. Any overpayment or underpayment discovered during the audit will be treated as a dispute under Article VIII. Under Minn. Stat. § 16C.05, subd. 5, the Authority agrees that all books, records, documents, and accounting procedures and practices directly relevant to this JPA are subject to examination by MnDOT, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this JPA.

Section 6.04 FINAL ACCOUNTING. MnDOT will provide one (1) final and complete billing of all incurred costs within one (1) year following completion of the SEAI Crossing. The Authority may in Good Faith, after conducting a final audit, adjust the amount of compensation due to MnDOT under this JPA.

Section 6.05 AUTHORITY INVOICES. As necessary hereunder for Betterments, the Authority will submit monthly properly certified invoices for reimbursable costs to MnDOT. Such invoices will be due and payable in full to the Authority within thirty (30) calendar days of their dated date. If payment is not timely made, the Authority reserves the right to apply a one percent (1%) monthly finance charge to the invoice.

ARTICLE VII. TERM AND TERMINATION

Section 7.01 TERM. This JPA will have an original term of ten (10) years from the Effective Date (the “Original Term”) and shall automatically renew for subsequent renewal terms of ten (10) years (a “Subsequent Renewal Term”) unless terminated in accordance with this JPA.

Section 7.02 TERMINATION. A Party may terminate performance of work during the Original Term or any Subsequent Renewal Term in whole or in part after providing at least three hundred sixty-five (365) calendar days’ advanced written notice to the other Party.

Section 7.03 EFFECTS OF TERMINATION.

(a) Upon receipt of a notice of termination, except as directed by the other Party, the Parties shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amount due under this subsection:

(1) Place no further contracts or orders, except as necessary to complete the continued portion of the JPA.

(2) With approval or ratification of the Authority Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of contracts or responsibilities as proposed in this JPA, the cost of which would be reimbursable in whole or in part, under this JPA. Approval or ratification will be final for purposes of this subsection.

(3) Transfer title if not already transferred.

(4) Complete performance of the work not terminated.

(5) Take any action that may be necessary, or that the Authority Representative may direct, for the protection and preservation of the property related to this JPA that is in the possession of MnDOT and in which the Authority has or may acquire an interest.

(b) After termination, MnDOT will submit a final termination invoice to the Authority in the form, and with the certification, prescribed by the Authority. MnDOT will submit the invoice promptly but no later than three hundred sixty-five (365) calendar days after the effective date of termination unless extended in writing by the Authority upon written request of MnDOT within the three hundred sixty-five (365) calendar day period. If the Authority determines, however, that the facts justify it, a termination settlement invoice may be received and acted on after three hundred sixty-five (365) calendar days or any extension. If MnDOT fails to submit the invoice within the time allowed, the Authority may determine, on the basis of information available, the amount, if any, due MnDOT because of the termination and will pay the amount determined.

(c) If the Authority and MnDOT fail to agree in whole or in part on the amount of costs and/or fees to be paid because of the termination of work, the failure to agree will be treated as a dispute under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

Section 8.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this JPA are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this JPA. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

Section 8.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties may first attempt to mediate the dispute. The Parties will agree upon a single mediator, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 8.03 LITIGATION IF DISPUTE NOT RESOLVED. If a dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

Section 8.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this JPA or its breach will be filed, heard, and decided in the District Court of Clay County, Minnesota, which will have exclusive jurisdiction and venue.

ARTICLE IX. THIRD PARTY BENEFICIARY

Section 9.01 USACE. The Authority and MnDOT specifically agree, acknowledge, and covenant that portions of MnDOT's property or right-of-way will be used by USACE to construct the SEAI.

ARTICLE X. MISCELLANEOUS

Section 10.01 COMPLETE AGREEMENT. This JPA, together with the exhibits attached hereto, contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

Section 10.02 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 10.03 AMENDMENTS. This JPA may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this JPA.

Section 10.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this JPA is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this JPA.

Section 10.05 FORCE MAJEURE. No Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 10.06 AUTHORITY REPRESENTATIVES. The Authority and MnDOT hereby designate the following individuals as their initial authorized representatives, respectively, to administer this JPA on their respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) MnDOT Representative: Shiloh Wahl, District Engineer

Section 10.07 NOTICE.

(a) All notices under the JPA will be in writing and: (i) delivery personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt, to the following addresses.

(b) All notices and invoices to the Authority will be marked as regarding this JPA and will be delivered to the following addresses or as otherwise directed by the Authority Representative:

Jacobs Engineering Group, Inc.
4784 Amber Valley Parkway South, Suite 200
Fargo, North Dakota 58102

and

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

(c) All notices to MnDOT will be marked as regarding this JPA and will be delivered to the following address or as otherwise directed by the MnDOT Representative:

Minnesota Department of Transportation
Attn: District Engineer
1000 Hwy 10 West
Detroit Lakes, MN 56501

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, all notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

Section 10.08 GOVERNING LAW. RESERVED.

Section 10.09 DATA PRACTICES. MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under this JPA. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13.

Section 10.10 ELECTRONIC SIGNATURES. The Parties agree that an electronic signature to this JPA shall be valid as an original signature of the Party and shall bind the signatories of this JPA.

Section 10.11 DISTRIBUTION OF PROPERTY. Ownership of any infrastructure constructed pursuant to this JPA shall remain with the Party to whom such infrastructure is allocated herein at the termination or expiration of this JPA. Additionally, if any surplus moneys remain following the completion of the infrastructure set forth herein, then such surplus moneys shall be returned to the Parties in proportion to their contributions for such infrastructure.

IN WITNESS WHEREOF, the Authority and MnDOT caused this JPA to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this JPA on the 28th of August, 2025.

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

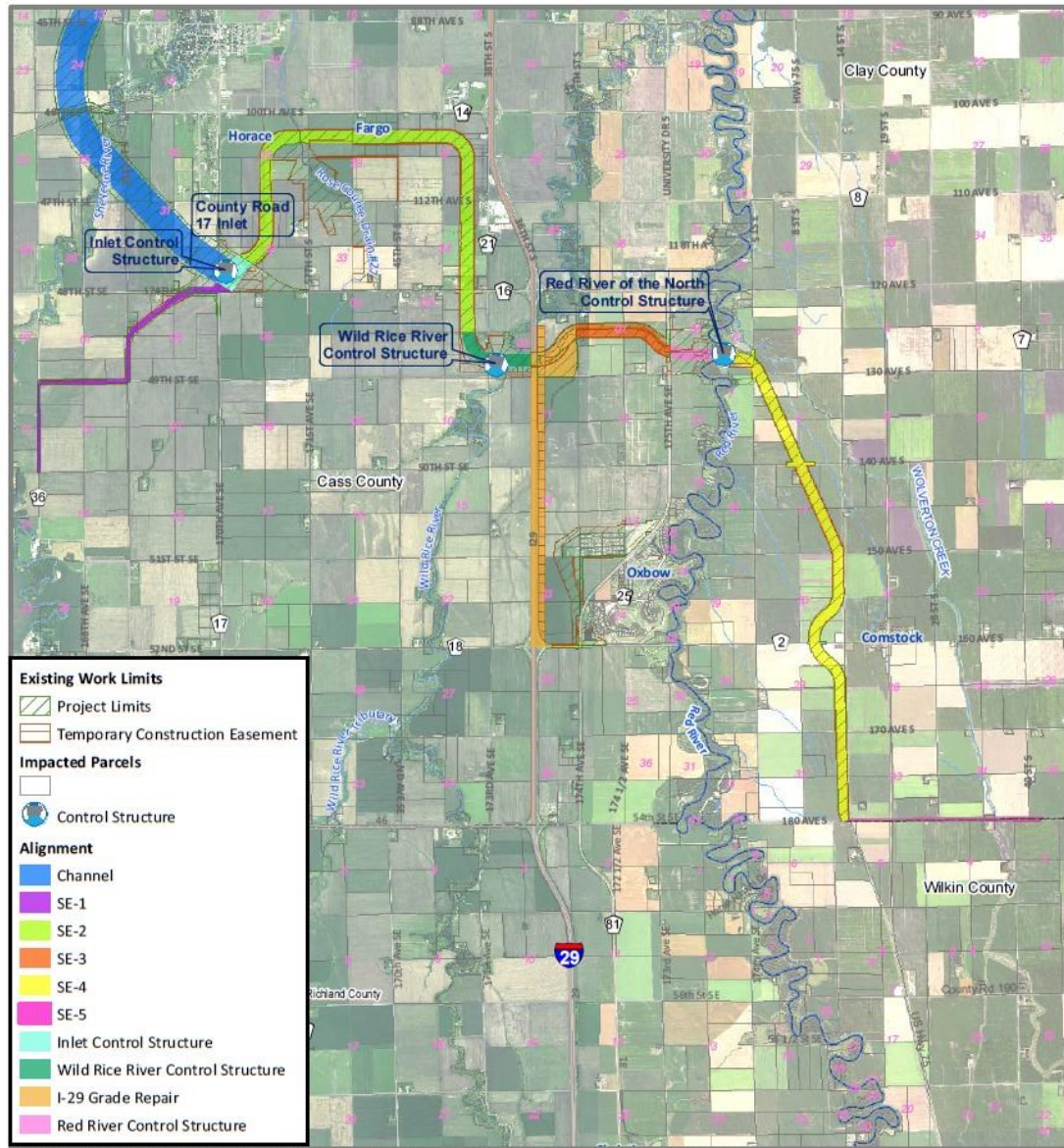
Signature Page for the Minnesota Department of Transportation

By: _____

ATTEST:

Exhibit A

Project Limits



SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE

FM AREA DIVERSION
Map Date: 1/25/2021

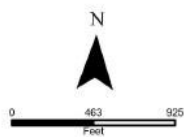


Exhibit B

MnDOT ROW



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



**MN Highway 75
 100th Street to 110th Street
 Wilkin County
 Flowage Easement Zone 4A**



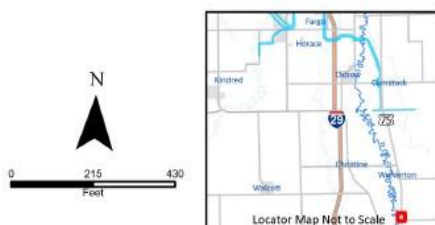
FM AREA DIVERSION
 Map Date: 1/28/2025

Exhibit C

MnDOT Parcel



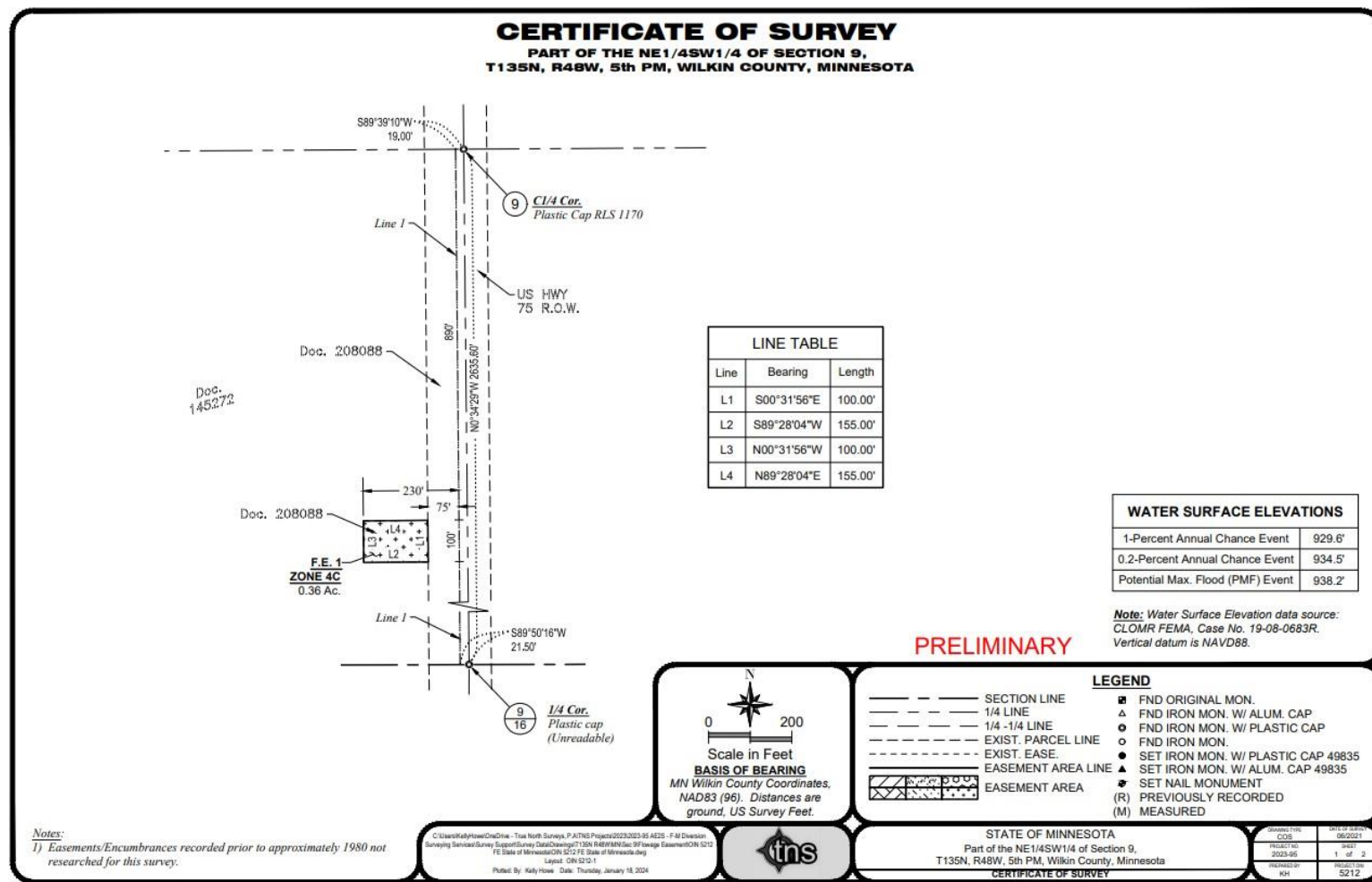
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined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



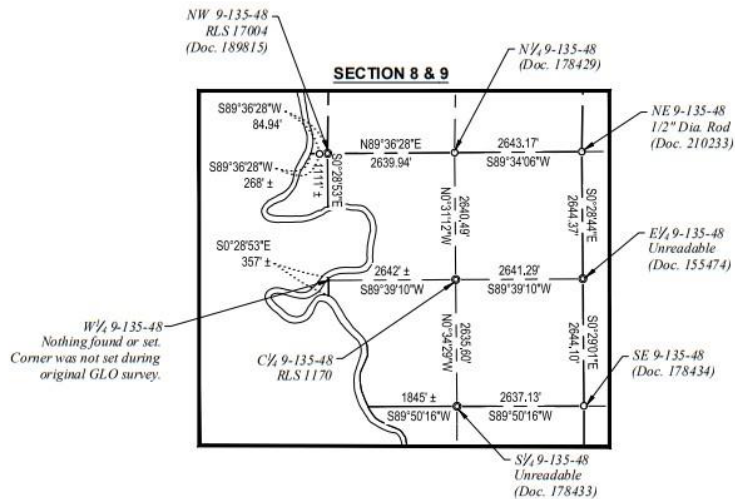
OIN: 5212
ROW
Wilkin County, MN

FM AREA DIVERSION
Map Date: 3/14/2025





CERTIFICATE OF SURVEY
PART OF THE NE1/4SW1/4 OF SECTION 9,
T135N, R48W, 5th PM, WILKIN COUNTY, MINNESOTA



PARENT PARCEL - WARRANTY DEED DOC. NO. 208088
Owner: STATE OF MINNESOTA

FLOWAGE EASEMENT (F.E.) 1, ZONE 4C - LEGAL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 9, Township 135 North, Range 48 West of the 5th Principal Meridian, Wilkin County, Minnesota, being further described as follows and referencing Line 1 described below:

- Line 1. Beginning at a point on the east and west quarter line of said Section 9, distant 19.0 feet west of the center thereof; thence southerly on a line which would intersect the south line of said Section 9, distant 21.5 feet west of the south quarter corner thereof, for a distance of 1400 feet and there intersecting;

A tract which lies between two lines run parallel with and distant 75 feet and 230 feet westerly of the following described line: Beginning at a point on Line 1 described above, distant 890 feet southerly of its point of beginning (measured along said Line 1); thence continue southerly along said Line 1 for 100 feet and there terminating.

Said tract contains 0.36 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of Minnesota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Nicholas R. Stattelman
MN Reg. No. 49835



STATE OF MINNESOTA
Part of the NE1/4SW1/4 of Section 9,
T135N, R48W, 5th PM, Wilkin County, Minnesota
COPYRIGHT OF SURVEY

COVERED TYPE COS	DATE OF SURVEY 08/2021
PROJECT NO. 2023-06	SHEET 2 of 2
PREPARED BY IGH	PROJECTION 5212

Exhibit D

Permit and License Agreement

(See the following pages.)

PERMIT AND LICENSE AGREEMENT

THIS PERMIT AND LICENSE AGREEMENT (the “Agreement”) is made this ____ day of _____, 2025, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the MINNESOTA DEPARTMENT OF TRANSPORTATION, a department of the state government of the State of Minnesota (“MnDOT,” collectively with the Authority, the “Parties”).

RECITALS

WHEREAS, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”) was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, on _____, 2025, the Authority and MnDOT entered into a Joint Powers Agreement (the “JPA”), whereby the Parties set forth their respective roles and responsibilities to address impacts to MnDOT road facilities resulting from the construction of the Southern Embankment and Associated Infrastructure facilities of the Comprehensive Project (the “SEAI”); and

WHEREAS, as part of the JPA, the Parties agreed they would provide for the on-going operation and maintenance of SEAI constructed on MnDOT right-of-way through the entrance of a separate agreement; and

WHEREAS, MnDOT agrees to provide the Authority a permit and license in, on, upon, under, across, and through the property described herein for the purpose of on-going operation and maintenance necessary for the SEAI, all subject to the terms and conditions contained in this Agreement.

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

AGREEMENT

1. **The Licensed Property.** MnDOT grants and conveys to the Authority a non-exclusive, revocable permit and license for the purpose of operating and maintaining the SEAI in, on, over, across, and through the following real property in Clay County, Minnesota, and Wilkin County, Minnesota:

See legal description of the Comprehensive Project facilities attached as **Exhibit 1**.

The property described above is the “Licensed Property.” The rights granted to the Authority by MnDOT under this Agreement constitute a permit and license, revocable by MnDOT only for cause as set forth herein, and the permit and license do not create for or on behalf of the Authority any interest or estate of any kind in any of the Licensed Property, either by virtue of this Agreement or by the Authority’s entry upon or use of the Licensed Property. MnDOT does not warrant fee simple ownership of the Licensed Property and only conveys those rights to the Authority permitted under Minnesota law that are consistent with MnDOT’s rights in the Licensed Property; the Authority is solely responsible for acquiring any additional property interests that may be necessary by law.

2. **Access Rights.**

A. Under this Agreement, MnDOT grants to the Authority, and the Authority’s officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, and suppliers, access in, on, over, across, and through the Licensed Property for purposes of operating, reconstructing, improving, repairing, removing, and maintaining the SEAI. The Authority’s rights regarding the Licensed Property will not disrupt or interfere with MnDOT’s use of the Licensed Property. The Authority’s ingress and egress rights under this Agreement include rights for the Authority and the Authority’s officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, and suppliers; to the extent the Authority allows or permits access in, on, over, across, and through the SEAI to any other parties, the Authority will be responsible for those licensees and invitees and their actions and omissions. The Authority’s rights are revocable by MnDOT in accordance with the terms of this Agreement.

B. The Authority will provide reasonable notice to MnDOT at least fifteen (15) calendar days prior to performing any maintenance on the Licensed Property. MnDOT will also provide reasonable notice to the Authority at least fifteen (15) calendar days prior to performing any work on the Licensed Property that may impact the SEAI. Additionally, the Authority and MnDOT will abide by the terms and conditions of the JPA to the extent any adjustments or alterations of applicable facilities necessitate approvals by the other Party and/or the United States Army Corps of Engineers.

3. **Repair Obligations.** The Authority, at the Authority's sole cost, will repair the Licensed Property damaged as a result of the Authority's operating, reconstructing, improving, repairing, removing, and maintaining the SEAI or otherwise as a result of any entry upon or use of the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

4. **Subcontractors.** The Authority is solely responsible for operating, reconstructing, improving, repairing, removing, and maintaining the SEAI and otherwise complying with this Agreement. To the extent, however, that the Authority procures any third parties for the operation and maintenance of the SEAI, or otherwise retains any third party to perform any of the Authority's obligations under this Agreement, the Authority is solely responsible for the work, performance, acts, or omissions of those third parties, including any contractor, consultant, subcontractor, subconsultant, or supplier. The Authority must ensure all contractors, consultants, subcontractors, subconsultants, and suppliers are properly licensed and registered under Minnesota law, and must require all contractors, consultants, subcontractors, subconsultants, and suppliers to comply with the insurance requirements contained in this Agreement. The Authority is fully responsible for scheduling and coordinating the work of any third parties, and the Authority is solely responsible for paying or compensating all third parties.

5. **Assumption of Risk.** The Authority explicitly accepts any and all risk regarding any entry upon or use of the Licensed Property by the Authority and any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, and invitees. MnDOT will not be liable or responsible for any damages or injuries caused to or by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees resulting from, or in any way arising out of, any of those parties' entry upon or use of the Licensed Property.

6. **Term.** MnDOT may terminate this Agreement only in the event of any default by the Authority under this Agreement and failure to cure within a reasonable amount of time.

7. **Indemnity.** With the exception of damages caused by the intentional acts or misconduct of the MnDOT, the Authority, to the fullest extent authorized by applicable law, will release, hold harmless, defend, and indemnify MnDOT and the MnDOT's officers, representatives, employees, 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 Authority's obligations under this Agreement; the SEAI; or any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Authority's duties to release, hold harmless, defend, and indemnify include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to MnDOT or any of MnDOT's officers, representatives, employees, consultants, or contractors, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to any person or party, whether natural or not. Further, the Authority will reimburse MnDOT and MnDOT's officers,

representatives, employees, consultants, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, arising out of or regarding the Authority's obligations under this Agreement; the SEAI; or any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Authority's duties to release, defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements required under this Agreement, anything in excess of any of the Authority's insurance policy limits, and anything otherwise not covered under or by the Authority's insurance policies; the Authority's duties to release, defend, indemnify, and hold harmless are not limited by the insurance required under this Agreement. The Authority's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement. This indemnity and hold harmless provision, however, shall not be deemed as a waiver by the Authority of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or Minn. Stat. § 466.04, subd. 1, as may be amended from time to time, or a waiver of any available immunities or defenses.

8. **Compliance with Laws.** The Authority, at the Authority's expense, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the SEAI; any of the Authority's obligations under this Agreement; and any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

9. **Insurance.** The Authority shall procure and maintain general liability insurance, in an amount determined in its sole discretion, for operations and maintenance of the SEAI and will provide copies of such policies to MnDOT upon request.

10. **Forbearance.** The failure or delay of a Party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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 Minnesota law. The Parties agree any litigation arising out of this Agreement will be venued in State District Court in Clay County, Minnesota, 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 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; the Parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Agreement and the JPA constitute 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 with the exception of the JPA.

14. **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.

15. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by MnDOT and the Authority.

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 Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

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

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

(Reminder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

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

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared Tony Grindberg, Jason Benson, and Dawn Lindblom, known to me to be the Chair, Executive Director, and Secretary, respectively, of the Metro Flood Diversion Authority and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Metro Flood Diversion Authority.

(SEAL)

Notary Public

Signature Page for the Minnesota Department of Transportation

By: _____

ATTEST:

[illegible]

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known to me to be the _____ and _____, respectively, of the Minnesota Department of Transportation, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Minnesota Department of Transportation.

(SEAL)

Notary Public

Exhibit 1

LICENSED PROPERTY LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 5, Township 136 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Commencing at the Northwest Corner of Section 5; thence S89°57'39"E on the north line of said Section 5 a distance of 837.14 feet to the westerly line of the existing Highway 75 Right-of-way (ROW), said point being the Point of Beginning; thence S01°49'47"W on said westerly ROW line a distance of 33.02 feet; thence S52°17'26"E on said westerly ROW line a distance of 36.00 feet; thence S89°57'39"E a distance of 81.93 feet; thence S27°08'03"E a distance of 70.73 feet; thence S15°58'23"E a distance of 49.28 feet; thence N74°01'06"E a distance of 129.77 feet to the easterly line of the existing Highway 75 ROW; thence N37°24'42"E on said easterly ROW line a distance of 121.39 feet; thence N13°55'59"W on said easterly ROW line a distance of 34.01 feet to said north line of Section 5; thence N89°57'39"W on said north line a distance of 345.49 feet to the Point of Beginning.

Said tract contains 34,693 square feet, or 0.796 acres, more or less.

AND

That part of the Southeast Quarter of Section 32, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

The South 65.00 feet of the existing Highway 75 right-of-way.

Said tract contains 4,872 square feet, more or less.

AND

That part of the Southwest Quarter of Section 33, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Beginning at the Southwest Corner of Section 33; thence N89°53'40"E on the south line of said Section 33 a distance of 276.36 feet to the easterly line of the Highway 75 Right-of-way (ROW); thence N13°56'16"W on said ROW line a distance of 33.99 feet; thence N51°22'47"W on said easterly ROW line a distance of 156.03 feet; thence N42°19'25"W a distance of 37.35 feet; thence S77°11'54"W a distance of 100.02 feet; thence S01°11'32"E a distance of 71.30 feet; thence S89°53'40"W a distance of 25.76 feet to the west line of said Section 33; thence S00°36'11"E on said west line a distance of 65.00 feet to the Point of Beginning.

Said tract contains 29,607 square feet, or 0.68 acres, more or less.

Exhibit E

Points of Contact

<i>Matter</i>	<i>Authority Contact</i>	<i>MnDOT Contact</i>
General Matters	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Emergency Situations	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Design	Kris Bakkegard, Director of Engineering	District 4, Design Engineer
Construction	Tom Fuchs, Senior Construction Manager	District 4, Resident Engineer
Maintenance	Tom Fuchs, Senior Construction Manager	District 4, Maintenance Supervisor
Comprehensive Project Operation	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Comprehensive Project Operation Cleanup and Repair	Justin Fisher, Director of Lands & Compliance	District 4, Permits

Authority Contact Information

- Kris Bakkegard – Director of Engineering: bakkegardk@fmdiversion.gov; (701) 412-3859
- Tom Fuchs – Senior Construction Manager: fuchst@fmdiversion.gov; (701) 612-8433
- Justin Fisher – Director of Lands & Compliance: fisherj@fmdiversion.gov; (218) 341-4194



Diversion Authority Finance Committee Meeting

August 27, 2025

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
Service Agreement, Amendment 0 – Snow Removal Services 2025-2026 – Perform snow removal services on Metro Flood Diversion Authority Owned properties on an on-call basis. The hourly rate remains the same as the 2024-2025 season.	JT Lawn Services & Landscaping, LLC	\$10,000.00
Task Order 04, Amendment 6 – P3 Observation and Testing Services – This amendment is for construction material testing of Reaches 7, 10 and 11.	Braun Intertec	\$402,880.00
Task Order 101, Amendment 14 – Design and Construction Support – This increase reflects increases in both 2025 and 2026 budgets due to design and construction delays in Subtasks 1.0, 2.3, 3.1 4.3 and 5.1. It also includes a slight decrease in 2025 and 2026 budgets for Subtask 4.1 as a result from less than anticipated support for the P3 Design Review and Comment.	Houston-Moore Group, Inc	\$1,905,000.00
Task Order 25, Amendment 0 – Reconnect Relocated Substation – Reconnect electric lines to the relocated Oxbow substation located near County Road 14 and I-29.	Cass County Electric Cooperative, Inc	\$1,470,055.20
Service Agreement 2024, Amendment 1 – Videography Services – This amendment closes the 2024-2025 services agreement. A new services agreement was approved for 2025-2026. The remaining balance will be returned to the project.	C Three Media	(\$17,595.67)

Executive Director

Contracting Recommendation



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

JT Lawn Services & Landscaping, LLC	
Services Agreement	\$10,000.00
Snow Removal Services 2025-2026	
<ul style="list-style-type: none">• Perform snow removal services on property owned by the Metro Flood Diversion Authority.	

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the **Metro Flood Diversion Authority** on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Services Agreements and service agreement amendments for existing Services Agreements 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

JT Lawn Services and Landscaping, LLC will perform snow removal services on Metro Flood Diversion Authority owned property on an on-call basis. The Metro Flood Diversion Authority will notify JT Lawn Services and Landscaping of addresses, scope of work, and timeline to complete the work. Depending on the scope of work, JT lawn will complete the work using a front end loader and/or shovel crew. This work will be completed by the deadline given by the Metro Flood Diversion Authority.

The hourly rates from the 2024-2025 season will remain the same for the 2025-2026 season.

4 Background and discussion

In accordance with Section 1a of the Services Agreement between Metro Flood Diversion Authority (“Owner”) and JT Lawn Services and Landscaping, LLC (“Contractor”) dated October 15, 2024 (“Agreement”), Owner and Contractor 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
SA-A0	0.00	10,000.00	10/15/2025	6/1/2026	Initial authorization of All Work
Totals		10,000.00			

5 Financial considerations:

The Budget Cost Proposal is attached or in the Services 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

Year	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2025	SW-1170	5,000.00	5,000.00	0.00	5,000.00	Initial authorization
2026	SW-1170	5,000.00	5,000.00	0.00	5,000.00	

6 Attachments:

- Services Agreement

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: 7/31/2025

Executive Director

Contracting Recommendation



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

Braun Intertec Corporation TO04 Amendment 6 P3 Observation and Testing Services	\$402,880.00
<ul style="list-style-type: none">• Construction Material testing for Reach 7, 10 and 11 Qualification Retesting	

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

3 Reason why it is required

This amendment is for construction material testing for Reach 7, 10 and 11 qualification.

The P3 contractor placed non-sherack or a mixture of Brenna with sherack while constructing the Levee in Reaches 11, 10, and 7. The material placed failed the Liquid Limits (Atterberg) qualification test. The location and elevation of the material placed has been identified. Additional "split test samples" are required to ensure the material used for remediation will be representative for the Levee Certification.

4 Background and discussion

Braun Intertec will provide observation and material testing services for the P3 portion of the FM Area Diversion project. This will include a Storm Water Diversion Channel and Associated Infrastructure. The work will include multiple bridges, the diversion channel, embedded levees, excavated material berms, aqueducts, and numerous roadway and utility crossings.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO04-A0	0.00	150,675.00	8/1/2022	12/31/2022	Original Scope and budget
TO04-A1	3,578,324.00	3,728,999.00	1/1/2023	12/31/2026	2023-2026 Budget
TO04-A2	0.00	3,728,999.00	1/1/2023	12/31/2026	Reallocate budget for on-call testing services
TO04-A3	23,438.00	3,752,437.00	1/1/2023	12/31/2026	Utility HDD grout observations
TO04-A4	(119,009.00)	3,633,428.00	3/1/2021	12/31/2026	Subtask budget amendment
TO04-A5	(25,108.00)	3,608,320.00	3/1/2021	12/31/2026	Balance 2024 budget, update 2025 budget between subtasks
TO04-A6	402,880.00	4,011,200.00	3/1/2021	12/31/2026	Construction material testing of reach 7, 10 and 11

Table 2 – Budget by Subtasks

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1	Project Management, Controls and Insurance	PR-11240	236,059.75	0.00	236,059.75
Subtask	2	On-Site Testing	PR-11240	3,305,387.75	402,880.00	3,708,267.75
Subtask	3	Testing Reviews	PR-11240	30,963.00	0.00	30,963.00
Subtask	4	On-Call Testing	PR-11240	9,259.00	0.00	9,259.00
Subtask	5	HDD Grout Observations	PR-11240	26,650.50	0.00	26,650.50
Totals				3,608,320.00	402,880.00	4,011,200.00

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Subtask	Activity ID	2022 Actual Cost (\$)	2023 Actual Cost (\$)	2024 Actual Cost (\$)	2025 Budget (\$)	2026 Budget (\$)	Total 2022-2026 Budget (\$)
PM, Controls & Insurance	PR-11240	7,791.50	46,378.75	57,936.00	59,485.00	64,468.50	236,059.75
On-Site Testing	PR-11240	154,400.60	647,020.75	782,448.00	1,283,780.00	840,618.40	3,708,267.75
Testing Reviews	PR-11240	0.00	1,928.00	0.00	11,720.00	17,315.00	30,963.00
On-Call Testing	PR-11240	0.00	9,259.00	0.00	0.00	0.00	9,259.00
HDD Observations	PR-11240	0.00	1,642.50	0.00	25,008.00	0.00	26,650.50
Totals		162,192.10	706,229.00	840,384.00	1,379,993.00	922,401.90	4,011,200.00
		\$141,082.60	\$658,721.75	\$866,583.75			

6 Attachments:

- Task Order 04 Amendment 6

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: 8/14/2025

Executive Director

Contracting Recommendation



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

Houston-Moore Group, Inc TO101 Amendment 14 Design and Construction Support	\$1,905,000.00
<ul style="list-style-type: none"> Increasing and changing budgets due to the increase in scope of work 	

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

3 Reason why it is required

This increase reflects increases in both 2025 and 2026 budgets due to design and construction delays as noted in Subtasks 1.0, 2.3, 3.1 4.3 and 5.1 below. It also includes a slight decrease in 2025 and 2026 budgets for Subtask 4.1 as a result from less than anticipated support for the P3 Design Review and Comment.

- Subtask 1.0 Project Management, Controls and Insurance
 - Increase 2025 budget by \$60K for larger than anticipated effort for management of design and construction projects.
- Subtask 2.3 Property Structure Packages (WP-50 and WP-38)
 - Increase 2025 and 2026 budgets by \$720K and \$810K, respectively, for larger than anticipated effort on demolition projects. The number of demolition sites will approximately double from 2024 to 2025 and also includes sites with larger farmstead removals.
- Subtask 3.1 I-29 Grade Raise subtask
 - Increase 2025 and 2026 budgets by \$85K and \$280K, respectively, for design and construction support for pavement crack repairs. Construction services will be a significant effort as this will be a MFDA led construction project. Construction is expected in 2026.
- Subtask 4.1 P3 Design Review and Comment
 - Decrease 2025 and 2026 budgets by \$60K each year resulting from less than anticipated support in 2025

- Subtask 4.3 DCAI Design and Construction
 - Increase 2025 budget by \$70K for preliminary designs of County Road 4/31 and Harwood Township connection. Both of these may become a future mobility improvement, but the preliminary evaluations will be completed under this DCAI Design and Construction subtask.
- Subtask 5.1 Mobility Improvements
 - Increase 2025 budget by \$75K and reduce 2026 budget by \$75K for the construction of the Horace and Raymond Township projects in 2025.

4 Background and discussion

Houston-Moore Group, LLC (HMG) has an MSA with the Metro Flood Diversion Authority to provide Engineering services for the Project.

This task order covers the scope of work for HMG from September 1, 2021, to December 31, 2026.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO101-A0	0.00	1,010,000.00	9/1/2021	12/31/2021	Original Scope and budget
TO101-A1	15,070,210.00	16,080,210.00	9/1/2021	12/31/2026	Update scope and budget
TO101-A2	(16,558.93)	16,063,651.07	9/1/2021	12/31/2026	Update subtask budget
TO101-A3	0.00	16,063,651.07	9/1/2021	12/31/2026	Update subtasks
TO101-A4	2,580,000.00	18,643,651.07	9/1/2021	12/31/2026	New scope and budget and update subtasks
TO101-A5	0.00	18,643,651.07	9/1/2021	12/31/2026	
TO101-A6	2,861,391.49	21,505,042.56	9/1/2021	12/31/2026	See "reason" section
TO101-A7	1,775,000.00	23,280,042.56	9/1/2021	12/31/2026	New subtask 2.6, 6.1 and 6.2 added
TO101-A8	170,000.00	23,450,042.56	9/1/2021	12/31/2026	Additional work related to mobility improvements and SE-4
TO101-A9	0.00	23,450,042.56	9/1/2021	12/31/2026	Reallocate subtask budgets

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO101-A10	(134,693.79)	23,315,348.77	9/1/2021	12/31/2026	Balance 2023 budget and reallocate budgets between subtasks.
TO101-A11	0.00	23,315,348.77	9/1/2021	12/31/2026	Balance 2024 budget and reallocate budgets between subtasks.
TO101-A12	0.00	23,315,348.77	9/1/2021	12/31/2026	Amend subtask budgets
TO101-A13	(6,553.01)	23,308,795.76	9/1/2021	12/31/2026	Balance 2024 budget with actuals and adjust 2025 and 2026 budgets.
TO101-A14	1,905,000.00	25,213,795.76	9/1/2021	12/31/2026	Increase in budgets to reflect change in scope of work.

Table 2 – Budget by Subtasks

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1.0	Project Management, Controls and insurance	SW-1160	3,838,902.66	60,000.00	3,898,902.66
Subtask	2.1	In-Town Levees (WP-42)	SW-1160	379,880.69	0.00	379,880.69
Subtask	2.2	OHB Projects (WP-43)	SW-1160	548,186.40	0.00	548,186.40
Subtask	2.3	Property Structure Mitigation (WP-50 and WP 38)	SW-1160	3,115,708.04	1,530,000.00	4,645,708.04
Subtask	2.4	Facility Plans for Clean Water SRF Loan App	SW-1160	116,936.75	0.00	116,936.75
Subtask	2.5	Cass Rural Water District Mitigation	SW-1160	1,808,939.53	0.00	1,808,939.53
Subtask	2.6	Road Construction Mitigation (WP52)	SW-1160	83,642.19	0.00	83,642.19
Subtask	3.1	I-29 Grade Raise	SW-1160	627,267.19	365,000.00	992,267.19
Subtask	3.2	Reach SE-1B (CR16/17)	SW-1160	312,012.98	0.00	312,012.98
Subtask	3.3	Reach SE-2B (45 th ST and CR 16)	SW-1160	519,396.01	0.00	519,396.01
Subtask	3.4	Reach SE-3 (CR 81)	SW-1160	640,410.57	0.00	640,410.57
Subtask	3.5	Support for local drainage, transportation and utilities	SW-1160	2,947,576.54	0.00	2,947,576.54
Subtask	3.6	USACE Reviews	SW-1160	425,553.44	0.00	425,553.44

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	3.7	Reach SE-4 (3 rd St, 140 th Ave, CR 2)	SW-1160	636,498.99	0.00	636,498.99
Subtask	3.8	Reach SE-5 (180 th Ave, Hwy 75 and BNSF)	SW-1160	77,825.19	0.00	77,825.19
Subtask	3.9	MFDA Utility Relocations (WP47)	SW-1160	1,059,044.83	0.00	1,059,044.83
Subtask	4.1	P3 Design Review and Comment	SW-1160	2,176,628.90	(120,000.00)	2,056,628.90
Subtask	4.2	P3 Construction Support	SW-1160	1,228,707.68	0.00	1,228,707.68
Subtask	4.3	DCAI design and Construction	SW-1160	24,977.75	70,000.00	94,977.75
Subtask	5.1	Mobility Improvements in Cass County (38 th St S, 52 nd Ave S, 32 nd Ave)	SW-1160	1,232,527.60	0.00	1,232,527.60
Subtask	6.1	Sheyenne River Aqueduct Mitigation	SW-1160	1,012,763.38	0.00	1,012,763.38
Subtask	6.2	Maple River Aqueduct Mitigation	SW-1160	495,408.45	0.00	495,408.45
Totals				23,308,795.76	0.00	25,213,795.76

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2021	SW-1160	598,323.53	598,323.53	598,323.53	0.00	2021 paid
2022	SW-1160	3,206,924.03	3,206,924.03	3,069,883.00	1,897,457.21	Remaining budget returned to program
2023	SW-1160	4,967,340.21	4,967,340.21	4,634,583.00	332,757.21	Remaining budget returned to program
2024	SW-1160	4,511,207.99	4,511,207.99	\$4,157,156.41	354,051.58	Remaining budget returned to program
2025	SW-1160	6,410,000.00	6,410,000.00	\$2,380,198.94	4,029,801.06	Actual paid through June-2025
2026	SW-1160	5,520,000.00	5,520,000.00	0	5,520,000.00	

Totals		25,213,795.76	25,213,795.76	\$14,840,144.88	12,134,067.06	Remaining budget accounts for 2025 – 2026 only.
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6 Attachments:

- Task Order 101 Amendment 14

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:** 8/20/2025

Executive Director

Contracting Recommendation



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

Cass County Electric Cooperative, Inc TO25 Amendment 0 Reconnect Relocated Substation	\$1,470,055.20
<ul style="list-style-type: none"> • Reconnect CCEC electric lines to the relocated Oxbow substation located near County Road 14 and I-29 	

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 to reconnect the relocated Oxbow substation:

- **Subtask 01** – Feeder 2 (west) – Bringing new electric distribution feeder out of the new Oxbow substation located near CR 14 and I-29, 2 miles to the west, to tie in with the existing distribution feed from the Horace substation near CR 14 and 57th St S.
- **Subtask 02** – Feeder 4 (east) – Bringing new electric distribution feeder out of the new Oxbow substation located near CR 14 and I-29, 2.5 miles to the east, to tie in with the existing distribution feed from the existing Oxbow substation near CR 14 and Hwy 81.

The cost of the east feeder is significantly higher due to the large cable size needed to connect to the old Oxbow feed on Hwy 81. The east half needs to support double the capacity.

The estimated completion time is December 31, 2025. However, it will depend on getting the necessary land rights.

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
TO25-A0	0.00	1,470,055.20	8/13/2025	12/31/2026	Initial scope of work

Table 2 – Summary of Subtasks Budgets

Subtask No.	Title	Fee 2025 (\$)	Amend (\$)	Total (\$)
01	Feeder 2 (West)	562,664.40	0.00	562,664.40
02	Feeder 4 (East)	907,390.80	0.00	907,390.80
	Estimated Fees:	1,470,055.20		1,470,055.20

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2025	CN-4010	1,470,055.20	1,470,055.20	0.00	1,470,055.20	
Total		1,470,055.20	1,470,055.20		1,470,055.20	

6 Attachments:

- Task Order 25 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: 8/19/2025

Executive Director

Contracting Recommendation



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

C Three Media Services Agreement 2024 Amendment 1 Videography Services	(\$17,595.67)
<ul style="list-style-type: none">• Close Services agreement 2024	

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

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.

This closes the 2024-2025 services agreement. A new services agreement for 2025-2026 was developed for C Three Media. This remaining balance will be returned to the project.

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, 2024 (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
SA2024-A0	0.00	162,940.00	7/1/2024	6/30/2025	Initial scope of work
SA2024-A1	(17,595.67)	145,344.33	7/1/2024	6/30/2025	Close 2024 services agreement

Table 2 – Summary of Subtask Budgets

Subtask	Item	Current Budget (\$)	Change (\$)	Revised Budget (\$)
1	Photo Sentinel Timelapse Camera	8,940.00	861.93	9,801.93
2	Planning and Pre-Production	20,000.00	(9,514.40)	10,485.60
3	Production / Filming	85,000.00	(5,052.60)	79,946.40
4	Post-Production and Distribution	49,000.00	(3,889.60)	45,110.40
	Total	162,940.00	(17,595.67)	145,344.33

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
2024	SW-1180	\$93,298.37	\$93,298.37	\$93,298.37	0.00	
2025	SW-1180	69,641.63	69,641.63	52,045.96	17,595.67	
Totals		\$162,940.00	\$162,940.00	\$145,344.33	17,595.67	Remaining balance returned to program

6 Attachments:

- Services Agreement 2024 Amendment 1

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:** 8/14/2025



FINANCE OFFICE
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Fargo, ND 58102
Phone: (701) 241-1333
E-Mail: Finance@FargoND.gov
www.FargoND.gov

**TO: METRO FLOOD DIVERSION AUTHORITY
FINANCE COMMITTEE**

FROM: CITY OF FARGO, FISCAL AGENT

**RE: 2024 FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S
REPORT**

DATE: AUGUST 27, 2025

The City of Fargo, as fiscal agent for the Metro Flood Diversion Authority has completed the annual financial statement audit for the year ending December 31, 2024. This includes the Independent Auditor report on our general purpose financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (Government Auditing Standards). The independent auditing firm of Eide Bailly LLP completed the audit. An unmodified (clean) opinion was provided reflecting adherence to financial requirements and standards. This means that the Authority is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard its assets.

The City would like to express appreciation to the Authority and staff that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

City staff will provide an overview of the 2024 audit results.



Diversion Authority Finance Committee Meeting

August 27, 2025

2024 Financial Statement Audit Presentation

Wyatt Papenfuss, Finance Manager
City of Fargo, Fiscal Agent

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Audit Timeline



- **Planning – December – March**
 - With the first completion of Interim Completion Elements (ICE) taking place in 2024, the MFDA is now recognizing a CIP asset
 - Staff worked with Eide Bailly to ensure capital assets are properly reflected; summarized in Note 4
- **Fieldwork – April – May**
 - Mixture of onsite and remote work
 - Ongoing correspondence with City of Fargo and Jacobs staff
- **Reporting – June 10, 2025**
 - Unmodified opinion on financial statements and no internal control findings

2

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Audit Scope



- **Objectives**

- Audit performed in accordance with Generally accepted auditing standards (GAAS) and Government Auditing Standards
- Designed to obtain reasonable, not absolute, assurance about whether the financial statements are free of material misstatement

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Audit Scope



- **Management's Responsibilities**

- Preparation and fair presentation of the financial statements in accordance with GAAP
- Design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

- **Auditor's Responsibilities**

- Obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions

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Net Position

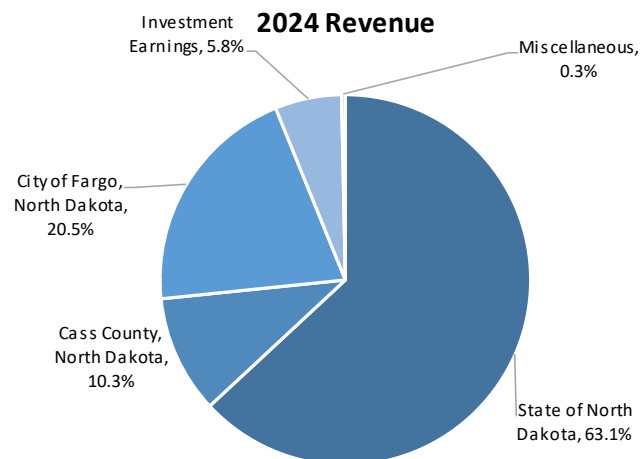


Metro Flood Diversion Authority's Net Position (In Thousands)		
	2024	2023
Assets		
Cash	\$ 21,591	\$ 18,927
Equity in pooled investments	279,738	186,794
Intergovernmental receivables	34,619	69,616
Interest receivable	1,120	871
Prepaid Items	3,444	4,634
Capital assets		
Construction in progress	17,583	-
Total assets	358,095	280,842
Liabilities		
Vouchers payable	30,966	15,404
Retainage payable	18	154
Deposits payable	18	14
Accrued interest on settlement	3,202	2,400
Bond payable	19,335	9,589
Settlement payable	40,000	40,000
Total liabilities	93,539	67,561
Net position		
Net investment in capital assets	17,583	-
Restricted	246,973	213,281
Total net position	\$ 264,556	\$ 213,281

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Revenue Sources



6

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Long-term debt



Metro Flood Diversion Authority's Outstanding Debt (In Thousands)

	Governmental Activities	
	2024	2023
Notes payable	\$ 19,334	\$ 9,589
Settlement payable	40,000	40,000
Total long-term liabilities	<u>\$ 59,334</u>	<u>\$ 49,589</u>

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Questions?

8

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Financial Statements
December 31, 2024

Metro Flood Diversion Authority

Metro Flood Diversion Authority
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December 31, 2024

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Metro Flood Diversion Authority

Board of Authority (Unaudited)

December 31, 2024

<u>Name</u>	<u>Title</u>	<u>Appointed By:</u>
Dr. Tim Mahoney	Fargo Mayor	City of Fargo
Denise Kolpack	Fargo Commissioner	City of Fargo
Dave Piepkorn	Fargo Commissioner	City of Fargo
Shelly Carlson	Moorhead Mayor	City of Moorhead
Chuck Hendrickson	Moorhead Councilor	City of Moorhead
Lisa Borgen	Moorhead Councilor	City of Moorhead
Duane Breitling	Cass County Commissioner	Cass County
Tony Grindberg	Cass County Commissioner	Cass County
James Kapitan	Clay County Commissioner	Clay County
Kevin Campbell	Clay County Commissioner	Clay County
David Ebinger	Clay County Commissioner	Clay County
Rick Steen	CCJWRD Manager	CCJWRD
Bernie Dardis	West Fargo Mayor	City of West Fargo

All board members are annual appointments by each entity.



Independent Auditor's Report

To the Board of Authority
of the Metro Flood Diversion Authority
Fargo, North Dakota

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the Metro Flood Diversion Authority ("the Authority"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Metro Flood Diversion Authority as of December 31, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis as well as budget to actual – Governmental Funds that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by the missing information.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the listing of the board of authority but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2025 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Fargo, North Dakota
June 10, 2025

Metro Flood Diversion Authority

Statement of Net Position

December 31, 2024

	Governmental Activities
Assets	
Cash	\$ 21,591,202
Equity in pooled investments	279,737,656
Intergovernmental receivables	
North Dakota Public Finance Authority	21,639,576
City of Fargo, North Dakota	8,229,655
Cass County, North Dakota	4,218,855
Other governments	531,459
Interest receivable	1,120,152
Prepaid items	3,443,653
Capital assets	
Construction in progress	17,583,109
Total assets	<u>358,095,317</u>
Liabilities	
Vouchers payable	30,966,255
Retainage payable	18,000
Deposits payable	18,250
Long-term liabilities	
Due within one year - accrued interest on settlement payable	3,202,192
Due in more than one year - bond payable	19,334,469
Due in more than one year - settlement payable	40,000,000
Total liabilities	<u>93,539,166</u>
Net Position	
Net investment in capital assets	17,583,109
Restricted for public protection	246,973,042
Total net position	<u><u>\$ 264,556,151</u></u>

Metro Flood Diversion Authority
Statement of Activities
Year Ended December 31, 2024

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental Activities					
Public protection	<u>\$ 148,821,397</u>	<u>\$ -</u>	<u>\$ 187,836,613</u>	<u>\$ -</u>	<u>\$ 39,015,216</u>
General Revenues (Expenses)					
Investment earnings					12,398,879
Interest expense					(802,192)
Miscellaneous revenue					<u>662,771</u>
Total general revenues (expenses)					<u>12,259,458</u>
Change in Net Position					51,274,674
Net Position - Beginning					<u>213,281,477</u>
Net Position - Ending					<u><u>\$ 264,556,151</u></u>

Metro Flood Diversion Authority

Balance Sheet – Governmental Fund

December 31, 2024

	<u>General</u>
Assets	
Cash	\$ 21,591,202
Equity in pooled investments	279,737,656
Intergovernmental receivables	
State of North Dakota Public Finance Authority	21,639,576
City of Fargo, North Dakota	8,229,655
Cass County, North Dakota	4,218,855
Other governments	531,459
Interest receivable	1,120,152
Prepaid items	3,443,653
	<u> </u>
Total assets	<u>\$ 340,512,208</u>
Liabilities	
Vouchers payable	\$ 30,966,255
Retainage payable	18,000
Deposits payable	18,250
	<u> </u>
Total liabilities	<u>31,002,505</u>
Deferred Inflows of Resources	
Unavailable revenue	989,003
	<u> </u>
Fund Balance	
Nonspendable	3,443,653
Restricted	305,077,047
	<u> </u>
Total fund balance	<u>308,520,700</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 340,512,208</u>

Metro Flood Diversion Authority
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position
December 31, 2024

Total Funds Balances - Governmental Fund	\$ 308,520,700
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	17,583,109
Certain aids from other governments are not considered available for current financial resources and are therefore deferred in the funds. However, they are properly recognized as revenue in the entity-wide statements as soon as the appropriation has been made.	989,003
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds.	<u>(62,536,661)</u>
Total Net Position - Governmental Activities	<u><u>\$ 264,556,151</u></u>

Metro Flood Diversion Authority
Statement of Revenue, Expenditures and Changes in Fund Balances – Governmental Fund
Year Ended December 31, 2024

Revenues

Aid from other governments	
State of North Dakota	\$ 134,294,754
Cass County, North Dakota	21,906,084
City of Fargo, North Dakota	43,640,465
Investment earnings	12,398,879
Miscellaneous	662,771

Total revenues	212,902,953
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Expenditures

Current	
Public protection	148,821,397
Capital outlay	17,583,109

Total expenditures	166,404,506
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Excess of Revenues Over Expenditures	46,498,447
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Other Financing Sources

Proceeds from debt issuance	9,745,091
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Net Change in Fund Balances	56,243,538
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Fund Balances, Beginning of Year	252,277,162
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Fund Balances, End of Year	\$ 308,520,700
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Metro Flood Diversion Authority

Reconciliation of the Changes in Fund Balance of Governmental Funds to the Statement of Activities
Year Ended December 31, 2024

Net Change in Funds Balances - Total Governmental Fund	\$ 56,243,538
Amounts reported for governmental activities in the statement of activities are different because	
Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities the cost of capital assets is allocated over their estimated useful lives as depreciation expense.	17,583,109
Certain aids from other governments are not considered available for current financial resources and are therefore deferred in the fund. However, they are properly recognized as revenue in the statement of activities as soon as they have been appropriated.	(12,004,690)
Bond proceeds provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position	(9,745,091)
Repayment of long-term debt is reported as an expenditure in governmental funds, but the repayment reduces long-term liabilities on the statement of net position. In the current period these amounts consist of:	
Accrued interest on settlement payable	<u>(802,192)</u>
Change in Net Position of Governmental Activities	<u><u>\$ 51,274,674</u></u>

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Note 1 - Reporting Entity**Definition of Reporting Entity and Governing Board**

The Metro Flood Diversion Authority (Authority) is a political subdivision of the State of North Dakota. It was created June 1, 2016, pursuant to a Joint Powers Agreement. Parties to this agreement are the following member entities: City of Fargo, North Dakota; Cass County, North Dakota; Cass County Joint Water Resource District; the City of Moorhead, Minnesota; and Clay County, Minnesota. The Metro Flood Diversion Authority was formed for the purpose of providing the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection.

The Authority is governed by a thirteen-member governing board, referred to as the Diversion Authority Board. Three members are appointed by the Fargo City Commission, three members by the Moorhead City Council, three members by the Cass County Commission, two members by the Clay County Commission, one member by the Cass County Joint Water Resource District, one member by the West Fargo City Commission and one member appointed jointly by the Wilkin County Commission and the Richland County Commission.

The Comprehensive Project

The Comprehensive Project consists of a southern embankment and associated infrastructure (SEAI) and a storm water diversion channel and associated infrastructure (SWDCAI). The SEAI consists of a Diversion Inlet Control Structure, Wild Rice River Control Structure, Red River Control Structure, one railroad bridge, and a 20-mile earthen embankment. The SWDCAI consists of a 30-mile channel, two four-lane interstate bridges, four railroad bridges, twelve county highway bridges, and two river aqueducts. The Comprehensive Project is designed to protect the Fargo-Moorhead metropolitan area from a 100-year flood event and provide the ability to defend to a 500-year flood event.

United States Army Corps of Engineers (USACE) has led the planning and development of the Comprehensive Project since 2008. USACE has identified the Comprehensive Project as a national pilot project and entered into a unique Project Partnership Agreement (PPA) with the Authority, the City of Fargo, and the City of Moorhead (Non-Federal Sponsors) whereby delivery of the Comprehensive Project is split into two major parts. The SEAI and mitigation features not associated with the Non-Federal Work will be constructed by USACE. The USACE, pursuant to the PPA, will contribute up to \$750,000,000 to the Comprehensive Project to be used primarily to fund the construction of the SEAI. The SWDCAI and associated mitigation, all lands, and easements, for the Comprehensive Project and levees within Fargo and Moorhead will be constructed by the Authority.

The Authority has entered into an agreement with a developer to construct the project. The Authority will pay the developer under an availability payment arrangement (APA), with milestone payments during the design and construction phase of the project and availability payments beginning after substantial completion of the project and continuing for 30 years as certain milestones are met.

Note 2 - Summary of Significant Accounting Policies**Basis of Presentation***Government-wide Financial Statements*

The statement of net position and statement of activities display information about the primary government (Authority). These statements include the financial activities of the overall government. The statement of activities presents direct expenses and program revenues for each function of the Authority's governmental activities. Direct expenses are those that are specifically associated with a program or function and therefore, are clearly identifiable to a particular function. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Investment earnings and other items which are excluded from program revenues are reported instead as general revenues.

When both restricted and unrestricted resources are available, restricted resources are used first, then unrestricted resources as needed.

Fund Financial Statements

The fund financial statements provide information about the Authority's funds, which include only a governmental fund. The Authority reports the following major governmental fund: The *General Fund* is the main operating fund and is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the Authority. For the Authority, the General Fund's activities include public protection only.

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expense are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Intergovernmental revenues are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent they are collected in 90 days. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Cash

Cash consists of highly liquid investments with an original maturity of three months or less.

Equity in Pooled Investments

Pursuant to the joint powers agreement, the City of Fargo, North Dakota, as the fiscal agent of the Authority, has custody of all equity in pooled investments. The Authority's share of the equity in pooled investments is separately accounted for and interest earned is apportioned at the end of each month based upon the relationship of its daily cash balance to the total of the pooled account.

Receivables and Payables

Intergovernmental receivables in the governmental fund consist of aid from other governments related to sales tax dedicated to the Authority by Cass County and the City of Fargo. Reimbursement requests related to appropriated North Dakota State Water Commission funding is also reported as an Intergovernmental receivable.

Payables include work performed and/or goods and services received prior to year-end and paid to vendors and developers subsequent to year end.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods (consumption method) and are recorded as prepaid items in both government-wide and fund financial statements.

Deferred Inflows of Resources

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The Authority has one type of item that qualifies for reporting in this category, which is to report unavailable revenues from intergovernmental grants on the governmental funds balance sheet. The Authority reports unavailable revenues from intergovernmental grants on the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Capital Assets*Public Protection Expense*

Although the Metro Flood Diversion Authority's sole purpose is to construct permanent and comprehensive flood protection for residents, the infrastructure is ultimately owned or maintained by one of the member entities, and as a result, the public protection costs of the flood protection infrastructure are shown as public protection expenses (not capital assets) in these financial statements.

Availability Payment Arrangements

Management of the Authority has analyzed the agreement with the developer to construct the project, as described in Note 1, against the requirements of Governmental Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (GASB 94). Specific to the availability payment arrangements (APAs), defined by GASB 94 as "an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction," management has determined the APA accounting and reporting requirements under GASB 94 apply to the project. This is due to payments by the Authority which will be based entirely on the asset's availability for use rather than on tolls, fees, or similar revenues or other measures of demand. The Authority will compensate the developer for services that include designing, constructing, and financing the infrastructure asset associated with the project, with ownership of the underlying asset transferring to the Authority by the end of the contract. As a result, the APA arrangement of the project will be reported as a financed purchase by the government of the underlying nonfinancial asset, when certain milestone payments for design and construction are made, which began in 2024.

Capital assets are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the Authority as the compensation to the developer for the design, construction, and financing of the infrastructure asset associated with the project as noted in the paragraph above. As the project is not operational at December 31, 2024, the entirety of the capital assets are classified as construction in progress, and are not being depreciated.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend lives are not capitalized.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. In the fund financial statements, governmental fund types report the face amount of debt issued as other financing sources.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Revenue – Aid from Other Governments*Cass County, ND*

Pursuant to a joint powers agreement, Cass County has pledged 94% of its one-half cent countywide sales and use tax as pledged revenue to the Authority. Pursuant to Cass County Ordinance No. 2010-2, Cass County imposed a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all sales at retail, including leasing or rental of tangible personal property, within the corporate limits of Cass County ("County 2010-2 Sales Tax"). The proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the planning, engineering, land purchase, construction, and maintenance of a Red River diversion channel and other flood control measures or the payment of special assessments, or debt incurred for a Red River diversion and other flood control measures as authorized by the Board of Cass County Commissioners. Cass County has determined that it will legally pledge not less than ninety-four percent (94%) of the County 2010-2 Sales Tax to Authority Loans, Authority Revenue Bonds and all other expenses of the Authority including but not limited to refunding improvement bonds issued by CCJWRD, and milestone payments, availability payments, and other payments for the Comprehensive Project.

The County 2010-2 Sales Tax was anticipated to expire on March 31, 2031. The Cass County Commission, however, desired to extend the expiration date for the County 2010-2 Sales Tax until 2084, and voted unanimously to place such extension upon the November 8, 2016, ballot. The County 2010-2 Sales Tax was previously approved by sixty-four percent (64%) of the voters. On November 8, 2016, the extension of the County 2010-2 Sales Tax was approved by sixty-three percent (63%) of the voters (in both elections, a simple majority of voters was needed in order to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the County 2010-2 Sales Tax may be used for debt obligations including the authority loans, milestone payments, availability payments, and any other costs or charges associated with the SWDCAI and Comprehensive Project.

City of Fargo

Pursuant to a joint powers agreement, the City of Fargo has pledged one and a quarter cent of its sales and use tax as pledged revenue to the Authority. The City of Fargo adopted a sales and use tax ("City Flood Control Tax") by enacting Article 3-21 of the City of Fargo Municipal Code. The City Flood Control Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Flood Control Tax are dedicated for acquiring property; making, installing, designing, financing, and constructing improvements; engaging in projects that are necessary for the goal of achieving risk reduction and the ability to defend the community against a five hundred (500) year flood event; and servicing bonds or other debt instruments. The City of Fargo has determined that it will dedicate one hundred percent (100%) of its City Flood Control Tax to the Authority.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

In 2012, the City of Fargo adopted a second sales and use tax ("City Infrastructure Tax") by enacting Article 3-22 of the City of Fargo Municipal Code. The City Infrastructure Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Infrastructure Tax are dedicated for such infrastructure capital improvements as the governing body of the City of Fargo selects, including streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities; and flood protection or flood risk mitigation projects, and related improvements and activities. The City of Fargo has determined that it will dedicate one hundred percent (100%) of its City Infrastructure Tax not being utilized for present infrastructure projects to the Authority.

The City Flood Control Tax and the City Infrastructure Tax was anticipated to expire on December 31, 2029, and December 31, 2032, respectively. The City of Fargo City Commission, however, desired to extend the expiration dates for the City Flood Control Tax and the City Infrastructure Tax until 2084, and as a result, voted to place such extensions upon the November 8, 2016, ballot. The City Flood Control Tax was previously approved by ninety and seven/tenths percent (90.7%) of the vote, and the City Infrastructure Tax was previously approved by sixty and three/tenths percent (60.3%) of the vote. On November 8, 2016, the extension of the City Flood Control Tax and the City Infrastructure Tax was approved by sixty-six percent (66%) of the voters (a super majority, i.e., sixty percent (60%), was needed to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the City Flood Control Tax and the City Infrastructure Tax may only be used for debt obligations including authority loans, milestone payments, availability payments, and any and all other costs or charges associated with the Comprehensive Project.

The City of Fargo has additionally imposed a sales and use tax ("City Capital Improvements Tax") by enacting Article 3-20 of the City of Fargo Municipal Code. The City Capital Improvements Tax imposes a one percent (1%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Capital Improvements Tax are also dedicated for such infrastructure capital improvements as the governing body of the City of Fargo selects, including streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities; and flood protection or flood risk mitigation projects. The City of Fargo has dedicated and will dedicate, as part of the Fargo Pledge, one quarter of the one percent (0.25%) City Capital Improvement Tax to the Authority until 2028.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

North Dakota Legislative Session Appropriations

The Authority has been appropriated from the Legislative Sessions as summarized in the table below.

North Dakota State Water Commission Appropriations from 2009 Legislative Session	\$ 45,000,000
North Dakota State Water Commission Appropriations from 2011 Legislative Session	30,000,000
North Dakota State Water Commission Appropriations from 2013 Legislative Session	100,000,000
North Dakota State Water Commission Appropriations from 2015 Legislative Session	69,000,000
North Dakota State Water Commission Appropriations from 2015 Legislative Session - Interior Flood Control	60,000,000
North Dakota State Water Commission Appropriations from 2017 Legislative Session	66,500,000
North Dakota State Water Commission Appropriations from 2019 Legislative Session	44,000,000
Total North Dakota State Water Commission Appropriations	414,500,000
Legacy Bonds from 2021 Legislative Session	435,500,000
Total	<u><u>\$ 850,000,000</u></u>

Funds become appropriated at the legislature when a cost share agreement is approved.

Net Position and Fund Balances

Net position represents the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources in the Authority's financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any long-term debt attributable to the acquisition, construction, or improvement of those assets. Restricted net position consists of restricted assets reduced by liabilities related to those assets. Unrestricted net position is the net amount of assets and liabilities that are not included in the determination of net investment in capital assets or the restricted component of net position.

Fund balances are classified based on the spending constraints placed upon them. The following classifications describe the relative strength of the spending constraints:

- Nonspendable fund balance – amounts that are not in spendable form (such as prepaid amounts) or are required to be maintained intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- Committed fund balance – amounts constrained to specific purposes by the Authority itself, using its highest level of decision-making authority (i.e., Diversion Authority Board). To be reported as committed, amounts cannot be used for any other purpose unless the Authority takes the same, or higher, level action to remove or change the constraint.
- Assigned fund balance – amounts the Authority intends to use for a specific purpose. Intent can be expressed by the Diversion Authority Board or by an official or body to which the Diversion Authority Board delegates the authority.
- Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the general fund.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

The Diversion Authority Board establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. A resolution is the highest level of authority and requires another resolution to modify or rescind.

Assigned fund balance is established by the Diversion Authority Board through adoption or amendment of the budget as intended for specific purpose (such as the purchase of capital outlay, project construction, debt service, or other purposes).

The Authority's first priority is to utilize the restricted fund balance. Committed funds will be considered second with assigned fund balance third when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications are eligible to be used.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 3 - Equity in Investments

Authorized Investments

The Authority follows the City of Fargo's (the City) investment policy with respect to the management of cash and investments. As the Authority's cash and investments are held with the City as pooled funds, the disclosures within this report reflect the City's balances overall, which includes the Diversion Authority funds as a portion of them.

The City has an adopted investment policy, conforming to federal, state, and other legal requirements, including the City of Fargo Home Rule Charter, specifically Article 3.B – Powers of the City. This policy sets forth the City's investment objectives as well as authorized and suitable deposits and investments, and serves as a guide to proper diversification, maturity constraints, internal controls, and performance measurement. The foremost objective of the City's investment program as set forth by the investment policy is safety of principal. Investment decisions are made under the assumption that, except under limited circumstances, all investments within the pooled portfolios will be held to maturity.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Allowable deposits and investment include:

- Direct obligations of the United States of America
- Debt securities issued by government sponsored enterprises (GSE's), federal agencies, and federal financing banks
- Direct obligations of the state of North Dakota
- Commercial paper
- Bankers' acceptances
- Negotiable certificates of deposit
- Certificates of deposit and time deposits
- Obligations or notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States
- Investments in money-market funds rated "AAAm" by Standard & Poor's Corporation
- Repurchase agreements that are collateralized only by direct obligation of the U.S. government, GNMA, Fannie Mae, Freddie Mac, FFCB, and FHLB
- Asset-backed securities (ABS) rated a minimum of AA long-term or A-1 short-term, or its equivalent, from any nationally recognized statistical rating organization (NRSRO)

Deposits

In accordance with North Dakota Century Code, the City maintains deposits at those depository banks and brokerages authorized by the City Commission, all of which are covered by Federal Depository Insurance or Securities Investor Protection. Century Code requires that all City deposits be protected by insurance, collateral or surety bond. The market value of the collateral pledged must be equal to or greater than 110% of the deposits not covered by insurance or bonds. As of December 31, 2024, the carrying amount of the City's deposits was \$280,182,643 and the bank balance was \$284,277,637. The City's deposits were secured by FDIC coverage of \$279,409,142 and pledged collateral of \$27,989,204. As noted above, the bank balance is covered by Federal Depository Insurance or Securities Investor Protection.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Per the City's investment policy, custodial credit risk will be minimized by using the following techniques; limiting investments to the safest type of securities, pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City will do business; and diversifying the investment portfolio so that potential losses on individual securities will be minimized. As of December 31, 2024, the City's deposits were either fully insured or properly collateralized, were held in the City's name, and have no custodial credit risk.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The chart below summarizes the City's investments using segmented time distribution. The City's investment policy, limits investing funds primarily in short-term and intermediate-term liquid securities of high credit quality to ensure adequate liquidity and minimize the impact of changes in interest rates. Portfolios are structured so that securities mature concurrent with cash needs to meet anticipated demands.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. As outlined above, city policy limits the type of investments allowed to reduce the amount of credit risk to the portfolio. The chart below summarizes the credit quality of the City's investment holdings for 2024.

Investment Type	Credit Rating	Fair Value	N/A	Investment Maturities			
				<1 year	1-5 years	5-10 years	>10 years
Corporate bonds	AAA	\$ 6,685,253	\$ -	\$ 6,575	\$ 6,678,678	\$ -	\$ -
Corporate bonds	AA2	436,606	-	-	436,606	-	-
Corporate bonds	AA3	3,968,867	-	433,512	3,535,355	-	-
Corporate bonds	A1	5,651,272	-	423,517	5,227,755	-	-
Corporate bonds	A2	4,586,394	-	679,632	3,906,762	-	-
Corporate bonds	A3	786,197	-	194,132	592,065	-	-
Money market funds	AAAm	3,931,645	3,931,645	-	-	-	-
Money market funds	N/A	56,175,631	56,175,631	-	-	-	-
Municipal bond	AA3	394,276	-	394,276	-	-	-
U.S. agencies	AAA	18,759,862	-	8,928,757	7,855,290	1,430,956	544,859
U.S. Treasury notes	AAA	83,632,417	-	10,982,013	72,650,404	-	-
Bond mutual funds	N/A	142,034,148	92,678,263	-	9,387,112	30,482,491	9,486,282
Equity exchange traded funds	N/A	8,388,144	-	-	8,388,144	-	-
External investment pool*	N/A	44,087,186	44,087,186	-	-	-	-
Total		<u>\$ 379,517,898</u>	<u>\$ 196,872,725</u>	<u>\$ 22,042,414</u>	<u>\$ 118,658,171</u>	<u>\$ 31,913,447</u>	<u>\$ 10,031,141</u>

*The weighted average maturity of the portion of the external investment pool subject to maturity is 1.01 years

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City's investment policy diversifies the portfolios by limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). Investments in a single issuer shall not exceed 5 percent of the City's portfolio for any of the following types in total: commercial paper, corporate obligations or notes, bankers' acceptances, and negotiable CD's.

The City's investment policy also has limits on the following allowable deposits and investment; direct obligations of the State of North Dakota shall not exceed 5 percent of the City's portfolio, investments in money market funds rated "AAAm" by Standard & Poor's shall not exceed 25 percent of the City's portfolio, repurchase agreements shall not exceed 25 percent of the City's portfolio, and aggregate Asset-backed securities may not exceed 25 percent of the portfolio at the time of purchase. None of the established limits were exceeded as of December 31, 2024.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Fair Value

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the City has the ability to access.

Level 2 – Inputs to the valuation methodology include:

1. Quoted prices for similar assets or liabilities in active markets;
2. Quoted prices for identical or similar assets or liabilities in active markets;
3. Inputs other than quoted prices that are observable for the asset or liability;
4. Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology that are unobservable and significant to the fair value measurement.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table presents the City's assets measure at fair value on a recurring basis, except those measured at cost as identified below, at December 31, 2024.

<u>Investment Type</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Pooled Investments				
U.S. government and agency securities	\$ 102,392,279	\$ 102,392,279	\$ -	\$ -
Money market mutual funds	60,107,276	60,107,276	-	-
Corporate bonds	22,114,589	-	22,114,589	-
Municipal bonds	394,276	-	394,276	-
Total	<u>\$ 185,008,420</u>	<u>\$ 162,499,555</u>	<u>\$ 22,508,865</u>	<u>\$ -</u>

U.S. Government and Agency securities, money market mutual funds, and certificates of deposit classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for these securities. Corporate bonds, municipal bonds, corporate commercial paper, bond and equity mutual funds classified in Level 2 of the fair value hierarchy are valued using techniques such as quoted prices for similar investments in active and inactive markets as well as inputs other than quoted prices that are observable for these assets.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Note 4 - Capital Assets

Governmental activities capital asset activity for the year ended December 31, 2024, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated				
Construction in progress	\$ -	\$ 17,583,109	\$ -	\$ 17,583,109

Note 5 - Long-Term Liabilities

Changes in long-term liabilities during the year ended December 31, 2024, are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Notes payable	\$ 9,589,378	\$ 9,745,091	\$ -	\$ 19,334,469	\$ -
Settlement payable	40,000,000	-	-	40,000,000	-
	<u>\$ 49,589,378</u>	<u>\$ 9,745,091</u>	<u>\$ -</u>	<u>\$ 59,334,469</u>	<u>\$ -</u>

Notes Payable

The following is a summary of notes payable as of December 31, 2024:

Note Description	Final Maturity	Interest Rate	Original Principal	Outstanding Balance
Clean Water State Revolving Fund Loan, Series 2022	2056	1.50%	<u>\$ 19,334,469</u>	<u>\$ 19,334,469</u>

During the year ended December 31, 2022, the Authority authorized the issuance of \$51,634,000 of Metro Flood Diversion Authority Clean Water State Revolving Fund Loan, Series 2022 to finance the payment of flood mitigation projects. \$19,334,469 of loan funds have been drawn down as of December 31, 2024. The note bears an interest rate of 1.50% and annual interest payments began in September 2024 and annual principal payments commencing September 2027 through 2056.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

Remaining principal and interest payments on the note is as follows:

<u>Years Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ -	\$ 194,995
2026	-	292,019
2027	514,235	292,019
2028	522,002	284,252
2029	529,886	276,368
2030-2034	2,771,920	1,259,350
2035-2039	2,987,669	1,043,601
2040-2044	3,220,210	811,060
2045-2049	3,470,851	560,419
2050-2054	3,741,000	290,270
2055-2056	1,576,696	35,810
	<u>\$ 19,334,469</u>	<u>\$ 5,340,163</u>

Settlement payable

The Authority approved a Settlement Agreement on February 25, 2021, with the Richland-Wilkin Joint Powers Authority, Buffalo-Red River Watershed District, City of Wolverton, MN and the City of Comstock, MN. The express intent of the Parties per the Settlement Agreement is to acknowledge the Diversion Authority's need, ability, and authority to design, finance, develop, construct, operate, and maintain the Comprehensive Projects; to acknowledge and fairly protect and compensate the Non-Diversion Authority Parties and their constituencies and minimize, protect, and compensate upstream individuals, landowners, entities, and political subdivisions from the impacts of the Comprehensive Project; and, to ensure that the Non-Diversion Authority Parties do not engage in Interference Actions.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

As approved in the Settlement Agreement, payments of Seventy-five Million Dollars (\$75,000,000) will be provided by the Authority to the Economic Impact Relief Fund held by the Richland County Auditor in its capacity as fiscal agent for the RWJPA, with an initial payment of Thirty-five Million Dollars (\$35,000,000) to be made not later than ten (10) days after the latter of the following events: (1) issuance of a permit by BRRWD for the Plan B project as provided for above, (2) entry of Judgement of Dismissal with Prejudice (or the reasonable equivalent thereof if such a judgement is not available in a Minnesota administrative matter) in the MN CCH and the issuance of the MDNR Permit, (3) entry of Judgment of Dismissal with Prejudice in the Federal Case, and (4) entry of judgement of dismissal with prejudice in the pending appeal to the Eight Circuit Court of Appeals. The initial payment has been made in 2021. The balance of Forty Million Dollars (\$40,000,000) will be paid as follows: (a) interest at the rate of two percent (2%) per annum shall accrue from December 31, 2020; (b) no actual payments shall be made until the first payment as set forth in subsection (c) is due, but in that interim between December 31, 2020, and the first payment date, interest does accrue at the 2% rate; and (c) thirty-three (33) equal annual payments sufficient to pay past accrued interest and all remaining principal and interest as it accrues shall be made with the first payment being made on the date of Substantial Completion of the Comprehensive Project or December 31, 2031, whichever event occurs first.

As of December 31, 2024, the Authority has accrued a total of \$3,202,192 of interest payable on their settlement agreement, with \$802,192 of interest being accrued in the current year.

Note 6 - Commitments

As of December 31, 2024, the Metro Flood Diversion Authority had commitments on various construction contracts totaling approximately \$1,194,169,788.

Note 7 - Affiliated Organizations

The Authority's affiliated organizations include its member entities: the City of Fargo, North Dakota; Cass County, North Dakota; Cass County Joint Water Resource District; the City of Moorhead, Minnesota; and Clay County, Minnesota.

Pursuant to a joint powers agreement, the City of Fargo serves as the fiscal agent for the Authority. The fiscal agent is responsible for the administration of financial and accounting functions for the Authority. Fees paid to the City of Fargo for these services totaled \$209,796 for the year ended December 31, 2024.

Pursuant to an interim memorandum of understanding that went into effect August of 2019, Cass County provides human resource services related to payroll and benefits to the Authority, for which no fees are charged. No amounts were recognized for these donated services in the financial statements.

Metro Flood Diversion Authority

Notes to Financial Statements

December 31, 2024

The City of Fargo and Cass County both issued \$100 million loans to fund costs of the Metro Flood Diversion Authority. Pursuant to various agreements, the Authority is to reimburse these entities for the debt service expense of issuing this debt. Expense reimbursed to the City of Fargo for debt service expense totaled \$31,700 for the year ended December 31, 2024. Expense reimbursed to Cass County for debt service expense totaled \$3,926,663 for the year ended December 31, 2024.

The Authority, pursuant to a joint powers agreement, is to reimburse the City of Fargo for the debt service on \$83.887 million of Capital Financing Program bonds that were issued to finance the construction and installation of flood mitigation projects. Expense reimbursed to the City of Fargo for debt service expense totaled \$6,294,990 for the year ended December 31, 2024.

Note 8 - Contingent Liabilities

The Diversion Project is the first project of the U.S. Army Corps of Engineers to use a public private partnership approach to project delivery. The Project's status carries with it all of the authority, immunities and limitations of liability associated with such federal authorization and implementation. There is a reasonable likelihood that the Authority will be named as a defendant in one or more claims or lawsuits related to the Project, its design, construction, financing, operations and/or maintenance.



Other Reports
December 31, 2024

Metro Flood Diversion Authority



**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements Performed in
Accordance with *Government Auditing Standards***

To the Board of Authority
of the Metro Flood Diversion Authority
Fargo, North Dakota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and the major fund of the Metro Flood Diversion Authority ("the Authority"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated June 10, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Fargo, North Dakota
June 10, 2025