

Finance Committee Agenda

Diversion Authority Finance Committee

December 17, 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 November 19, 2025
[Attachment 01.00] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 02.00] (Pg. 6)
5. Finance Report
[Attachment 03.00] (Pg. 27)
6. Cash Budget Report
[Attachment 04.00] (Pg. 48)
7. MOUs and Agreements
[Attachment 05.00] (Pg. 55)
 - a. Cass County & MFDA Mobility Improvement MOU [Attachment 05.01] (Pg. 57)
8. DA Board Approval Contracting Actions [Attachment 06.00] (Pg. 82)
 - a. Houston Moore Group New MSA [Attachment 06.01] (Pg. 84)
 - b. Watts & Associates Services Agreement Amendment 1 [Attachment 06.02] (Pg. 86)
9. Other Business
 - a. 2026 Final Cash Budget
[Attachment 07.00] (Pg. 89)
 - b. Resolution for the Amended and Restated ICE Advance Agreement
[Attachment 08.00] (Pg. 90)
10. Next Meeting: January 21, 2026
11. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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

Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – November 19, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on November 19, 2025. Members present: Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; David Ebinger, Clay County Commissioner; Mike Redlinger, Administrator, City of Fargo; Rick Steen, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner; Mike Rietz, Assistant City Manager, City of Moorhead; Sarah Heinle, Cass County Finance Director; Shelly Carlson, Mayor, City of Moorhead and Tony Grindberg, Cass County Commissioner.

Member(s) absent: no members were absent.

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 OCTOBER 2025 MEETING
MOTION PASSED

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

3. APPROVE THE ORDER OF THE AGENDA
MOTION PASSED

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

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through November 12, 2025, total \$796,792, and noted that they were less than normal due to the early holiday cutoff.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported the total assets as of October 31, 2025, are \$275,939,902; liabilities total \$1,043,602, and the total net cash position is \$274,896,300.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Benson reported that the budget continues to track well in all areas. He noted that there will not be any WIFIA draws in 2025, however, in 2026, the 2025 balance of \$234,000,000, will be drawn, along with the remaining loan balance. \$96,424,867, has been paid to the Developer including milestone payments; the land management budget continues to be monitored as it is anticipated there will be significant dollars paid out in 2025, as property settlements get resolved.

7. MOUs AND AGREEMENTS

a. CRWUD & MFDA amended and restated MURA

Mr. Shockley provided an overview and summary of the above-referenced MURA:

The Master Utility Relocation Agreement (MURA) defines the roles and responsibilities of the Metro Flood Diversion Authority (MFDA) and Cass Rural Water Users District (CRWUD) as it relates to the Utility's real property interests that are impacted by the Comprehensive Project. The Amended and Restated MURA redefines the work to be completed to levee protect CRWUD's Reservoir Site A treatment plant and wells. The treatment plant and wells have always been planned to be protected by a levee. The Amended and Restated MURA has been modified to construct the levee around the wells instead of elevating the wells on top of the levee as shown in the updated Exhibit A. This modification was completed due to concerns that were identified during the geotechnical analysis portion of the design.

b. Western Minnesota Steam Threshers Reunion, Inc., & MFDA Right of Entry Agreement

Mr. Shockley provided an overview and summary of the above-referenced agreement:

The Right of Entry (ROE) Agreement is between the Western Minnesota Steam Threshers Reunion, Inc., (Landowner) located in Rollag, Minnesota, and the Metro Flood Diversion Authority (MFDA). The Agreement allows the MFDA, the United States Army Corps of Engineers (USACE) and their contractors to access the landowner's property to mitigate historic structures that are impacted by the Comprehensive Project. The temporary rights under this Agreement include the placement of three historic cabins, access for site preparation, building placement and landscape modifications including site grading and foundation work to place the three cabins.

MOTION PASSED

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

8. DA BOARD APPROVAL CONTRACTING ACTIONS

a. Master Services Agreement (MSA) – Amendment 1 – Program Advisor Services, LLC - \$0

Amend Master Services Agreement to extend period of performance to December 31, 2028. Budget will be reflected in Task Order 3.

b. Task Order 3, Amendment 1 – provide 2026 budget – Program Advisor Services, LLC - \$500,000

To advise on and provide recommendations on the development, procurement, governance, and implementation of the FM Area Diversion Project.

c. WP46G – CRWUD wellfield – recommendation of award - \$299,550

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Metro Flood Diversion Authority award the contract for WP47G to Steffl Drilling and Pump in the amount of \$299,550, as the lowest responsive bidder.

MOTION PASSED

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

9. OTHER BUSINESS

a. 2026 DRAFT CASH BUDGET VERSION 3

Mr. Barthel presented the DRAFT 2026 cash budget and reported that the milestone payment line item has been updated and there has been an increase in MOUs based on the lack of funds spent in 2025 which were rolled into 2026 commitments. Mr. Barthel reported that we are still waiting for the final lands projections based on the properties that are pending closeout.

Mr. Barthel is anticipating that the final version will be complete and presented to the board at the December meeting.

The total FY2026 DRAFT Version 3 is \$996,942,997.

10. NEXT MEETING

The next meeting will be on December 17, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:30 PM.

Finance Committee Bills from December 2025

Vendor	Description		
City of Fargo	Reimburse complementary in-town flood projects	\$	1,857,907.26
Cass County Joint Water Resource District	Diversion bills – Request #136 CCJWRD	\$	1,315,348.24
City of Fargo	Reimburse complementary in-town flood projects	\$	903,140.18
Rush River Water Resource District	Reimburse engineering and construction costs related to MOU	\$	228,219.95
Clay County	Diversion bills – Request #60 MCCJPA	\$	190,959.60
Ohnstad Twichell, P.C.	Legal services rendered through November 21, 2025	\$	123,649.60
Southeast Cass Water Resource District	Reimburse legal and engineering costs related to MOU	\$	22,991.45
Cass County	Reimburse misc expenses from Diversion Authority office	\$	10,342.99
City of Christine	Reimburse legal costs related to MOU	\$	5,556.61
Maple River Water Resource District	Reimburse legal and engineering costs related to MOU	\$	4,944.50
Mapleton Township	Reimburse road maintenance costs related to MOU	\$	4,258.70
City of Comstock	Reimburse legal costs related to MOU	\$	2,069.50
Swanson & Warcup	Legal services rendered through November 24, 2025	\$	1,350.00
Total Bills Received through December 10, 2025		\$	<u>4,670,738.58</u>



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
E-Mail: Finance@FargoND.gov
www.FargoND.gov

December 8, 2025

Metro Flood Diversion Board of Authority
PO Box 2806
Fargo, ND 58108-2806

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request #50 for reimbursement of invoices paid totaling \$1,857,907.26. These costs are for work on complementary in-town flood protection projects for costs paid in November 2025.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	2,040.00
FM15J	Belmont Flood Risk Management Project	23,181.25
FM21A	Red River Erosion Protection & Bank Stabilization	38,557.48
NR23A	Storm Lift Rehab - #47 & 48	484,649.60
NR24A	Storm Lift Rehab - #27	1,157,537.83
NR25D	Storm Lift Rehab - #41 & 42	151,941.10
	Total Expense for Period	\$1,857,907.26

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

Sincerely,

A handwritten signature in black ink, appearing to read "Wyatt Papenfuss", is written over a horizontal line.

Wyatt Papenfuss
Finance Manager

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
November 1, 2025 - November 30, 2025

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	Posting Accounting Perio	Bookmarked Invoice
FLDBUY	FLOOD ACQUISITION	46035305103325	DANIEL & EDNA HOLM	265.00	349584	327633	11/26/2025	SERKLAND LAW FIRM	11 2025	6
FLDBUY	FLOOD ACQUISITION	46035305103325	CURTIS & DEBORAH KESSELR	1,775.00	349584	327632	11/26/2025	SERKLAND LAW FIRM	11 2025	6
460-3530-510.33-25 - Total				2,040.00						
FLDBUY - Total				2,040.00						
FM15J0	FLOOD MIT-Belmont Park	46035305103305	FLOOD MITIGATION	17,763.75	349133	1200732453	11/13/2025	HDR ENGINEERING INC	11 2025	1
FM15J0	FLOOD MIT-Belmont Park	46035305103305	FLOOD MITIGATION	5,417.50	349133	1200747924	11/13/2025	HDR ENGINEERING INC	11 2025	1
460-3530-510.33-05 - Total				23,181.25						
FM15J0 - Total				23,181.25						
FM21A2	FLOOD MIT-RR Erosion SUnv	46000002062000	Retainage and Retainage R	21,882.48	349663	FM21A2 #8 098	12/04/2025	EXCAVATING INC - FARGO	11 2025	7
460-0000-206.20-00 - Total				21,882.48						
FM21A2	FLOOD MIT-RR Erosion SUnv	46035305107320	Change Order 3	3,850.00	349663	FM21A2 #8 004	12/04/2025	EXCAVATING INC - FARGO	11 2025	7
460-3530-510.73-20 - Total				3,850.00						
FM21A2	FLOOD MIT-RR Erosion SUnv	46035305107358	Change Order 3	8,550.00	349663	FM21A2 #8 001	12/04/2025	EXCAVATING INC - FARGO	11 2025	7
460-3530-510.73-58 - Total				8,550.00						
FM21A2	FLOOD MIT-RR Erosion SUnv	46035305107366	Change Order 3	2,075.00	349663	FM21A2 #8 003	12/04/2025	EXCAVATING INC - FARGO	11 2025	7
460-3530-510.73-66 - Total				2,075.00						
FM21A2	FLOOD MIT-RR Erosion SUnv	46035305107369	Change Order 3	2,200.00	349663	FM21A2 #8 002	12/04/2025	EXCAVATING INC - FARGO	11 2025	7
460-3530-510.73-69 - Total				2,200.00						
FM21A2 - Total				38,557.48						
NR23A2	STRM LFT RHAB DR 27 /38 S	46000002062000	Retainage and Retainage R	482,519.68	349534	NR23A2 #11 036	11/26/2025	KEY CONTRACTING INC	11 2025	5
460-0000-206.20-00 - Total				482,519.68						
NR23A2	STRM LFT RHAB DR 27 /38 S	46035305107369	Miscellaneous	2,129.92	349534	NR23A2 #11 001	11/26/2025	KEY CONTRACTING INC	11 2025	5
460-3530-510.73-69 - Total				2,129.92						
NR23A2 - Total				484,649.60						
NR24A0	STRM LFT RHAB	46035305103305	ENG SERVICE	22,668.15	349270	22130	11/20/2025	APEX ENGINEERING GROUP INC	11 2025	3
NR24A0	STRM LFT RHAB	46035305103305	ENG SERVICES	28,504.90	349270	22457	11/20/2025	APEX ENGINEERING GROUP INC	11 2025	3
460-3530-510.33-05 - Total				51,173.05						
NR24A0 - Total				51,173.05						
NR24A1	STRM LFT RHAB-#27	46000002062000	Retainage and Retainage R	-58,229.72	349693	NR24A1 #10 102	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-0000-206.20-00 - Total				-58,229.72						
NR24A1	STRM LFT RHAB-#27	46035305107356	Paving	10,140.00	349693	NR24A1 #10 038	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-56 - Total				10,140.00						
NR24A1	STRM LFT RHAB-#27	46035305107358	Storm Sewer	730,100.00	349693	NR24A1 #10 031	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107358	Electrical	150,000.00	349693	NR24A1 #10 033	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-58 - Total				880,100.00						
NR24A1	STRM LFT RHAB-#27	46035305107359	Flood Mitigation	3,144.00	349693	NR24A1 #10 037	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107359	Paving	87,295.00	349693	NR24A1 #10 044	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-59 - Total				90,439.00						
NR24A1	STRM LFT RHAB-#27	46035305107361	Miscellaneous	1,100.00	349693	NR24A1 #10 032	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-61 - Total				1,100.00						
NR24A1	STRM LFT RHAB-#27	46035305107366	Miscellaneous	2,766.50	349693	NR24A1 #10 040	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107366	Storm Sewer	19,872.00	349693	NR24A1 #10 041	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107366	Flood Mitigation	12,150.00	349693	NR24A1 #10 043	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-66 - Total				34,788.50						
NR24A1	STRM LFT RHAB-#27	46035305107368	Paving	12,212.00	349693	NR24A1 #10 034	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-68 - Total				12,212.00						
NR24A1	STRM LFT RHAB-#27	46035305107369	Paving	82,600.00	349693	NR24A1 #10 035	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107369	Flood Mitigation	7,315.00	349693	NR24A1 #10 036	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107369	Storm Sewer	44,800.00	349693	NR24A1 #10 039	12/04/2025	KEY CONTRACTING INC	11 2025	10
NR24A1	STRM LFT RHAB-#27	46035305107369	Miscellaneous	1,100.00	349693	NR24A1 #10 042	12/04/2025	KEY CONTRACTING INC	11 2025	10
460-3530-510.73-69 - Total				135,815.00						
NR24A1 - Total				1,106,364.78						
NR25D0	STRM LFT RHAB-#41 & 42	46035305103305	Construction	30,515.80	349681	NR25D0 #7 066	12/04/2025	HOUSTON ENGINEERING INC	11 2025	8
460-3530-510.33-05 - Total				30,515.80						
NR25D0 - Total				30,515.80						
NR25D2	STRM LFT RHAB-#41 & 42	46000002062000	Retainage and Retainage R	-5,589.90	349477	NR25D2 #2 038	11/26/2025	CC STEEL, LLC	11 2025	4
460-0000-206.20-00 - Total				-5,589.90						
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #42 (5th Str	83,090.00	349477	NR25D2 #2 007	11/26/2025	CC STEEL, LLC	11 2025	4
460-3530-510.73-58 - Total				83,090.00						
NR25D2	STRM LFT RHAB-#41 & 42	46035305107359	Lift Station #42 (5th Str	4,200.00	349477	NR25D2 #2 011	11/26/2025	CC STEEL, LLC	11 2025	4
460-3530-510.73-59 - Total				4,200.00						
NR25D2	STRM LFT RHAB-#41 & 42	46035305107361	Lift Station #42 (5th Str	1,650.00	349477	NR25D2 #2 010	11/26/2025	CC STEEL, LLC	11 2025	4
460-3530-510.73-61 - Total				1,650.00						

NR25D2	STRM LFT RHAB-#41 & 42	46035305107366	Lift Station #42 (5th Str	22,638.00	349477	NR25D2 #2 009	11/26/2025	CC STEEL, LLC	11	2025	4
460-3530-510.73-66 - Total				22,638.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107369	Lift Station #42 (5th Str	220.00	349477	NR25D2 #2 008	11/26/2025	CC STEEL, LLC	11	2025	4
460-3530-510.73-69 - Total				220.00							
NR25D2 - Total				106,208.10							
NR25D3	STRM LFT RHAB-#41 & 42	46000002062000	Retainage and Retainage R	-328.28	349139	NR25D3 #1 022	11/13/2025	JDP ELECTRIC INC	11	2025	2
NR25D3	STRM LFT RHAB-#41 & 42	46000002062000	Retainage and Retainage R	-98.48	349686	NR25D3 #2 110	12/04/2025	JDP ELECTRIC INC	11	2025	9
460-0000-206.20-00 - Total				-426.76							
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #42 Electric	6,565.60	349139	NR25D3 #1 018	11/13/2025	JDP ELECTRIC INC	11	2025	2
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #42 Electric	1,969.68	349686	NR25D3 #2 068	12/04/2025	JDP ELECTRIC INC	11	2025	9
460-3530-510.73-58 - Total				8,535.28							
NR25D3	STRM LFT RHAB-#41 & 42	46035305107399	Adjustments	4,624.70	349139	NR25D3 #1 023	11/13/2025	JDP ELECTRIC INC	11	2025	2
NR25D3	STRM LFT RHAB-#41 & 42	46035305107399	Adjustments	2,483.98	349686	NR25D3 #2 116	12/04/2025	JDP ELECTRIC INC	11	2025	9
460-3530-510.73-99 - Total				7,108.68							
NR25D3 - Total				15,217.20							
Overall - Total				1,857,907.26							

Dec 4, 2025

1

11:36:10 AM



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

Ken Loughheed
Chairman
Leonard, North
Dakota

Keith Weston
Manager
Gardner, North Dakota

Gerald Melvin
Manager
Fargo, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

Melissa Hinkemeyer
Director, Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

December 10, 2025

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

Greetings:

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

Enclosed please find copies of bills totaling \$1,315,348.24 regarding the above-mentioned projects. The breakdown is as follows:

Metro Flood Diversion	\$1,316,872.68
Oxbow-Hickson-Bakke Ring Levee	(\$ 1,524.11)

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

MEZ 2025 FLOWAGE DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							12/3/2025
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
	11/21/2025	283166		(269,830.72)	The Title Company	Settler's Settlement Statement OIN 1899 Land Sale	
	9/23/2025	271247B		(68,181.86)	The Title Company	Interest Payment on RIMP loan OIN 1979	
	10/10/2025	281825		(1,058,454.50)	The Title Company	Settler's Settlement Statement OIN 2366Y, 2367Y, 8852Y, 561Y Excess Land Sale Less Farm Lease (Nygren) Land sale	
	10/10/2025	282522		(29,383.50)	The Title Company	Settler's Settlement Statement OIN 1926 Land Sale	
	10/10/2025	281825B		(641,807.76)	The Title Company	Settler's Settlement Statement OIN 2368Y land sale	
	10/10/2025	282940		(944.22)	The Title Company	Settler's Settlement Statement OIN 2361 overage on Attourney fees reimbursed	
	10/10/2025	282941		(538.89)	The Title Company	Settler's Settlement Statement OIN 1964 overage on Attourney fees reimbursed	
10/10/2025	9/30/2025	207205		12,394.50	Ohnstad Twichell, PC	Diversion Right of Way Acquisition	
10/10/2025	9/30/2025	207208		42,828.42	Ohnstad Twichell, PC	Upstream Mitigation Area	
10/10/2025	9/30/2025	207243		32.00	Ohnstad Twichell, PC	Western Tie Back	
10/10/2025	9/30/2025	207244		2,000.00	Ohnstad Twichell, PC	FM Div-Sheyenne Benching Project	
10/30/2025	10/22/2025	206532	25170	153.00	Ohnstad Twichell, PC	2025 Consolidated Action	
10/30/2025	10/22/2025	206534	22093	6,259.50	Ohnstad Twichell, PC	Anderson, Stanley D & Terri Rae (OIN 1896 & 2052) Eminent Domain Action	
10/30/2025	10/22/2025	206535	22094	12,812.00	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action	
10/30/2025	10/22/2025	206536	22095	469.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action	
10/30/2025	10/22/2025	206537	22096	948.00	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action	
10/30/2025	10/22/2025	206538	22097	2,355.50	Ohnstad Twichell, PC	Cossette, Donald Robet ED OIN 2361	
10/30/2025	10/22/2025	206539	22098	1,114.00	Ohnstad Twichell, PC	Brakke Michael & Laurie OIN 845	
10/30/2025	10/22/2025	206540	22099	67.00	Ohnstad Twichell, PC	Brakke Family OIN 1938, 1977, 1978 ED	
10/30/2025	10/22/2025	206541	22100	4,634.89	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action	
10/30/2025	10/22/2025	206542	22101	167.50	Ohnstad Twichell, PC	Askegaarde Robert, R. (OIN 1950, 1963, 1966) Eminent Domian Action	
10/30/2025	10/22/2025	206543	22102	26,263.75	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action	
10/30/2025	10/22/2025	206546	22103	2,579.50	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domian Action	
10/30/2025	10/22/2025	206547	22104	167.50	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895 & 1991) ED	
10/30/2025	10/22/2025	206548	22105	1,557.50	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action	
10/30/2025	10/22/2025	206550	22106	1,189.00	Ohnstad Twichell, PC	Duchscherer, Brian & Kelly OIN 9416 & 1885) ED	
10/30/2025	10/22/2025	206551	22107	7,772.00	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
10/30/2025	10/22/2025	206552	22108	820.50	Ohnstad Twichell, PC	Turner, Scott & Vicki OIN 5028 ED	
10/30/2025	10/22/2025	206553	23148	67.00	Ohnstad Twichell, PC	Brakke, Steve & Colleen OIN 1920, 1933, 1934 & 1939 ED	
10/30/2025	10/22/2025	206554	23150	2,043.50	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967, 1967) Eminent Domain Action	
10/30/2025	10/22/2025	206555	23151	67.00	Ohnstad Twichell, PC	Richard, George & Sharon /Richard, Leo & Shirley (OINs 1903, 1905, 1907, 1908, 1910, 1914, 1957 & 1960) ED	
10/30/2025	10/22/2025	206556	23154	633.50	Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action	
10/30/2025	10/22/2025	206557	24160	3,382.48	Ohnstad Twichell, PC	Aaland Law Open Records Regeust	
10/30/2025	10/22/2025	206558	24163	2,610.00	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
10/30/2025	10/22/2025	206559	24164	1,909.50	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. ED OIN 2040, 2184	
10/30/2025	10/22/2025	206560	24165	97.50	Ohnstad Twichell, PC	Luecke, John (Leonard) & Kathleen J. (OIN 2046,2047, 2183) Eminent Domain Action	
10/30/2025	10/9/2025	206561	25169	3,787.50	Ohnstad Twichell, PC	Sheyenne Benching Project	
11/21/2025	10/27/2025	208487		14,487.00	Ohnstad Twichell, PC	Diversion ROW Acquisition	
11/21/2025	10/28/2025	208483		3,430.00	Ohnstad Twichell, PC	Diversion Authority Agreement - Drains	
11/21/2025	10/29/2025	208488		27,985.32	Ohnstad Twichell, PC	Upstream Mitigation Area	
11/21/2025	10/30/2025	208481		3,738.00	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project	
10/10/2025	10/2/2025	864199	38810.00012	920.00	Larkin Hoffman	Hanson Flowage Easement Acquisition	
10/10/2025	10/2/2025	864198	38810.00004	4,120.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land	
10/10/2025	10/2/2025	864200	38810.00020	80.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition	
10/10/2025	10/2/2025	864203	38810.00056	200.00	Larkin Hoffman	Ron & Melissa Heesch ED	
10/10/2025	10/2/2025	864202	38810.00044	5,080.00	Larkin Hoffman	Timothy & Sharon Schultz ED	
10/10/2025	10/2/2025	864201	38810.00028	11,680.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition	
10/10/2025	10/2/2025	864204	38810.00063	2,840.00	Larkin Hoffman	Hayes ED	
10/10/2025	10/2/2025	864205	38810.00065	474.00	Larkin Hoffman	Colehour/The Quinland Farm (OIN 2031-33; 2035; 0866-67 and 8063)	
11/21/2025	11/10/2025	866021	38810.00012	320.00	Larkin Hoffman	Hanson Flowage Easement Acquisition	
11/21/2025	11/10/2025	866020	38810.00004	6,800.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land	
11/21/2025	11/10/2025	866025	38810.00002	160.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition	
11/21/2025	11/10/2025	866304	38810.00056	720.00	Larkin Hoffman	Ron & Melissa Heesch ED	
11/21/2025	11/10/2025	866030	38810.00028	3,280.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition	
11/21/2025	11/10/2025	866035	38810.00063	2,200.00	Larkin Hoffman	Hayes ED	
11/21/2025	11/10/2025	866036	38810.00065	671.50	Larkin Hoffman	Colehour/The Quinland Farm (OIN 2031-33; 2035; 0866-67 and 8063)	
11/21/2025	11/10/2025	866023	38810.00016	200.00	Larkin Hoffman	Israelson, Gary and Nancy Flowage Easement Acquisition	
11/21/2025	11/10/2025	866031	38810.00029	320.00	Larkin Hoffman	Christianson, Charlie/Shirley/Douglas/Darlene Flowage Easement Acquisition	



FINANCE OFFICE

225 4th Street North

Fargo, ND 58102

Phone: (701) 241-1333

E-Mail: Finance@FargoND.gov

www.FargoND.gov

November 13, 2025

Metro Flood Diversion Board of Authority
PO Box 2806
Fargo, ND 58108-2806

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request #49 for reimbursement of invoices paid totaling \$903,140.18. These costs are for work on complementary in-town flood protection projects for costs paid in October 2025.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	6,455.00
FM1471	Drain 27 Lift Station #56 Flood Risk Management	1,784.25
FM15F	Harwood, Hackberry, & River Drive - Flood Risk	1,244.25
FM21A	Red River Erosion Protection & Bank Stabilization	5,208.00
NR23A	Storm Lift Rehab - #47 & 48	20,510.49
NR24A	Storm Lift Rehab - #27	690,134.15
NR24B	Storm Lift Rehab - #11 & 57	77,899.44
NR25D	Storm Lift Rehab - #41 & 42	99,904.60
	Total Expense for Period	\$903,140.18

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

Sincerely,



Wyatt Papenfuss
Finance Manager

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

October 1, 2025 - October 31, 2025

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	AP Accounting Period Month	AP Accounting Period Year	Bookmarked Invoice
F.LDBUY	FLOOD ACQUISITION	46035305103325	CITY OF FARGO V EDNA HOLM	985.00	348874	326919	10/30/2025	SERKLAND LAW FIRM	10	2025	5
F.LDBUY	FLOOD ACQUISITION	46035305103325	COF V CURTIS & DEBORAH KE	4,515.00	348874	326918	10/30/2025	SERKLAND LAW FIRM	10	2025	5
F.LDBUY	FLOOD ACQUISITION	46035305103325	CITY OF FARGO V JOYCE COL	955.00	348874	326917	10/30/2025	SERKLAND LAW FIRM	10	2025	5
460-3530-\$10.33-25 - Total				6,455.00							
F.LDBUY - Total				6,455.00							
FM1471	FLOOD MIT-Dr 27 42st-I29	46035305103305	FLOOD MITIGATION	1,784.25	348827	78671	10/30/2025	HOUSTON ENGINEERING INC	10	2025	4
460-3530-\$10.33-05 - Total				1,784.25							
FM1471 - Total				1,784.25							
FM15F0	FLOOD RISK-Harwd Hack Rvr	46035305103305	ENG SERVICES	1,244.25	348827	78683	10/30/2025	HOUSTON ENGINEERING INC	10	2025	4
460-3530-\$10.33-05 - Total				1,244.25							
FM15F0 - Total				1,244.25							
FM21A0	FLOOD MIT-RR Erosion SUnv	46035305103305	ENG SERVICES	5,208.00	348827	78682	10/30/2025	HOUSTON ENGINEERING INC	10	2025	4
460-3530-\$10.33-05 - Total				5,208.00							
FM21A0 - Total				5,208.00							
NR23A3	STRM LFT RHAB DR 27 /38 S	46000002062000	Retainage and Retainage R	14,194.68	348657	NR23A3 #7 094	10/23/2025	FUSION AUTOMATION INC.	10	2025	3
460-0000-206.20-00 - Total				14,194.68							
NR23A3	STRM LFT RHAB DR 27 /38 S	46035305107358	Lift Station #48 Electric	2,897.01	348657	NR23A3 #7 001	10/23/2025	FUSION AUTOMATION INC.	10	2025	3
460-3530-\$10.73-58 - Total				2,897.01							
NR23A3	STRM LFT RHAB DR 27 /38 S	46035305107360	Electrical	3,418.80	348657	NR23A3 #7 002	10/23/2025	FUSION AUTOMATION INC.	10	2025	3
460-3530-\$10.73-60 - Total				3,418.80							
NR23A3 - Total				20,510.49							
NR24A1	STRM LFT RHAB-#27	46000002062000	Retainage and Retainage R	-36,322.85	348252	NR24A1 #9 090	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-0000-206.20-00 - Total				-36,322.85							
NR24A1	STRM LFT RHAB-#27	46035305107352	Flood Mitigation	3,728.00	348252	NR24A1 #9 056	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-52 - Total				3,728.00							
NR24A1	STRM LFT RHAB-#27	46035305107356	Paving	10,584.00	348252	NR24A1 #9 054	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-56 - Total				10,584.00							
NR24A1	STRM LFT RHAB-#27	46035305107358	Storm Sewer	652,185.00	348252	NR24A1 #9 050	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-58 - Total				652,185.00							
NR24A1	STRM LFT RHAB-#27	46035305107359	Flood Mitigation	10,304.00	348252	NR24A1 #9 052	10/09/2025	KEY CONTRACTING INC	10	2025	1
NR24A1	STRM LFT RHAB-#27	46035305107359	Paving	15,168.00	348252	NR24A1 #9 053	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-59 - Total				25,472.00							
NR24A1	STRM LFT RHAB-#27	46035305107361	Miscellaneous	4,400.00	348252	NR24A1 #9 057	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-61 - Total				4,400.00							
NR24A1	STRM LFT RHAB-#27	46035305107366	Flood Mitigation	26,238.00	348252	NR24A1 #9 051	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-66 - Total				26,238.00							
NR24A1	STRM LFT RHAB-#27	46035305107369	Miscellaneous	3,850.00	348252	NR24A1 #9 055	10/09/2025	KEY CONTRACTING INC	10	2025	1
460-3530-\$10.73-69 - Total				3,850.00							
NR24A1 - Total				690,134.15							
NR24B0	STRM LFT RHAB-#11 & 57	46035305103305	SERVICES FOR STORM SEWER	19,953.65	348827	78666	10/30/2025	HOUSTON ENGINEERING INC	10	2025	4
460-3530-\$10.33-05 - Total				19,953.65							
NR24B0 - Total				19,953.65							
NR24B2	STRM LFT RHAB-#11 & 57	46000002062000	Retainage and Retainage R	49,645.79	348997	NR24B2 #10 077	11/06/2025	KEY CONTRACTING INC	10	2025	7
460-0000-206.20-00 - Total				49,645.79							
NR24B2 - Total				49,645.79							
NR24B3	STRM LFT RHAB-#11 & 57	46000002062000	Retainage and Retainage R	8,300.00	349062	NR24B3 #5 074	11/06/2025	SUN ELECTRIC INC	10	2025	8
460-0000-206.20-00 - Total				8,300.00							
NR24B3 - Total				8,300.00							
NR25D0	STRM LFT RHAB-#41 & 42	46035305103305	Construction	28,949.10	348984	NR25D0 #6 002	11/06/2025	HOUSTON ENGINEERING INC	10	2025	6
460-3530-\$10.33-05 - Total				28,949.10							
NR25D0 - Total				28,949.10							
NR25D2	STRM LFT RHAB-#41 & 42	46000002062000	Retainage and Retainage R	-3,734.50	348617	NR25D2 #1 107	10/23/2025	CC STEEL, LLC	10	2025	2
460-0000-206.20-00 - Total				-3,734.50							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107320	Lift Station #42 (5th Str	1,530.00	348617	NR25D2 #1 092	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-20 - Total				1,530.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #42 (5th Str	35,610.00	348617	NR25D2 #1 088	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-58 - Total				35,610.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107359	Lift Station #42 (5th Str	4,200.00	348617	NR25D2 #1 090	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-59 - Total				4,200.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107361	Lift Station #42 (5th Str	1,650.00	348617	NR25D2 #1 093	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-61 - Total				1,650.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107366	Lift Station #42 (5th Str	1,700.00	348617	NR25D2 #1 089	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-66 - Total				1,700.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107369	Lift Station #42 (5th Str	30,000.00	348617	NR25D2 #1 091	10/23/2025	CC STEEL, LLC	10	2025	2
460-3530-\$10.73-69 - Total				30,000.00							
NR25D2 - Total				70,955.50							
Overall - Total				903,140.18							



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

November 21, 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 \$228,219.95 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, Secretary

Melissa Hinkemeyer
Director, Secretary

Amy Hepper
Treasurer

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

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



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

December 9, 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 is credit for MCCJPA rent received by Clay County. All requests were approved or authorized by the Diversion Authority. The current invoice/expense reimbursement request is as follows:

Metro Flood Diversion Expense	\$191,459.60
Rent Received credit	<u>\$ -500.00</u>
Total Reimbursement Request	\$190,959.60

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
BCSS, LLC		land rent 3348 180th Ave S	-\$500.00	150865		11/10/25	150865	12/9/2025
New Century Press	10/13/25	meeting notice	\$7.43	2025-558300	11/3/25	11/19/25	572110	12/9/2025
Crown Appraisals, Inc.	11/4/25	prof svc oin 1250,1257	\$23,000.00	5274	11/7/25	11/19/25	127686	12/9/2025
The Title Co		oin 1324 hitt easement	\$102,749.85			11/21/25	907852	12/9/2025
SRF Consulting Group	10/31/25	prof svc thru 10/31/25	\$8,182.00	13820.00-61	11/19/25	11/26/25	572280	12/9/2025
New Century Press	11/7/25	meeting notice	\$9.29	2025-561324	11/25/25	12/3/25	572360	12/9/2025
Red River Valley Coop	11/4/25	svc 818 170th Ave S	\$88.93		11/25/25	12/3/25	572366	12/9/2025
ProSource	2/28/25	prof svc thru 3/1/25	\$1,482.00	4852	11/20/25	12/17/25	TBD	12/9/2025
ProSource	9/30/24	prof svc thru 9/28/24	\$10,510.90	4167	11/20/25	12/17/25	TBD	12/9/2025
ProSource	11/30/24	prof svc thru 11/30/24	\$3,428.00	4452	11/20/25	12/17/25	TBD	12/9/2025
ProSource	12/31/24	prof svc thru 12/28/24	\$2,964.00	4582	11/20/25	12/17/25	TBD	12/9/2025
ProSource	1/31/25	prof svc thru 1/1/25	\$2,052.00	4745	11/20/25	12/17/25	TBD	12/9/2025
Brad & Wendy Buth	11/20/25	relocation reimbursement	\$36,985.20		11/25/25	12/17/25	TBD	12/9/2025

\$190,959.60

Attorneys at Law

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

15-1395 (JTS) Invoice # 0028/209331

Flood Diversion Board
Bond Counsel Work - PPP

Date: December 10, 2025

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	176.1	\$416.00	\$73,257.60
LDA	6.7	\$410.00	\$2,747.00
KJS	41.8	\$410.00	\$17,138.00
MWM	0.3	\$410.00	\$123.00
JRS	5.0	\$385.00	\$1,925.00
TJF	11.1	\$300.00	\$3,330.00
ASM	40.7	\$270.00	\$10,989.00
JS	9.8	\$270.00	\$2,548.00
AJR	12.2	\$270.00	\$3,294.00
CRR	8.2	\$235.00	\$1,927.00
Total Fees:	311.9		\$117,278.60
NDRIN			\$96.00
Prof Services			\$6,250.00
Recording Fees			\$25.00
Total Expenses:			\$6,371.00
Grand Total			\$123,649.60

		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	\$385.00
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
JS	Joshua R. Schell, 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

Page 2 of 2

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 0028/209331 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$34,542.60
151395-2	Executive Director	\$343.00
151395-4	Public Finance Issues	\$124.80
151395-5	Consultant Contract Review/Development	\$2,798.00
151395-8	MNDNR Permit Issues	\$945.00
151395-9	Environmental Permitting Issues/NEPA	\$624.00
151395-12	USACE Interface/Questions	\$386.80
151395-13	Third Party Utility MOU's	\$27,360.20
151395-17	EPA WIFIA Loan	\$249.60
151395-23	PRAM	\$1,297.80
151395-24	P3 Implementation	\$45,158.00
151395-27	UMA/Utility Review	\$820.00
151395-30	Dispute Review Board Matters	\$1,705.60
151395-31	2027 Definitive Refunding Improvement Bond	\$166.40
151395-32	2027 Subord Sales Tax Bond	\$756.80
TOTAL		\$117,278.60



Southeast Cass
Water Resource
District

SENT VIA EMAIL

Keith Weston
Chairman
Fargo, North Dakota

Dave Branson
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

November 21, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$22,991.45 regarding the above referenced project.

At this time, we respectfully request 100% reimbursement per the *Memorandum of Understanding* between the Metro Flood Diversion Authority and Southeast Cass Water Resource District dated February 25, 2021.

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

Sincerely,

SOUTHEAST CASS WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director, Secretary

Enclosure

Melissa Hinkemeyer
Director, Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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



INVOICE: INV012468

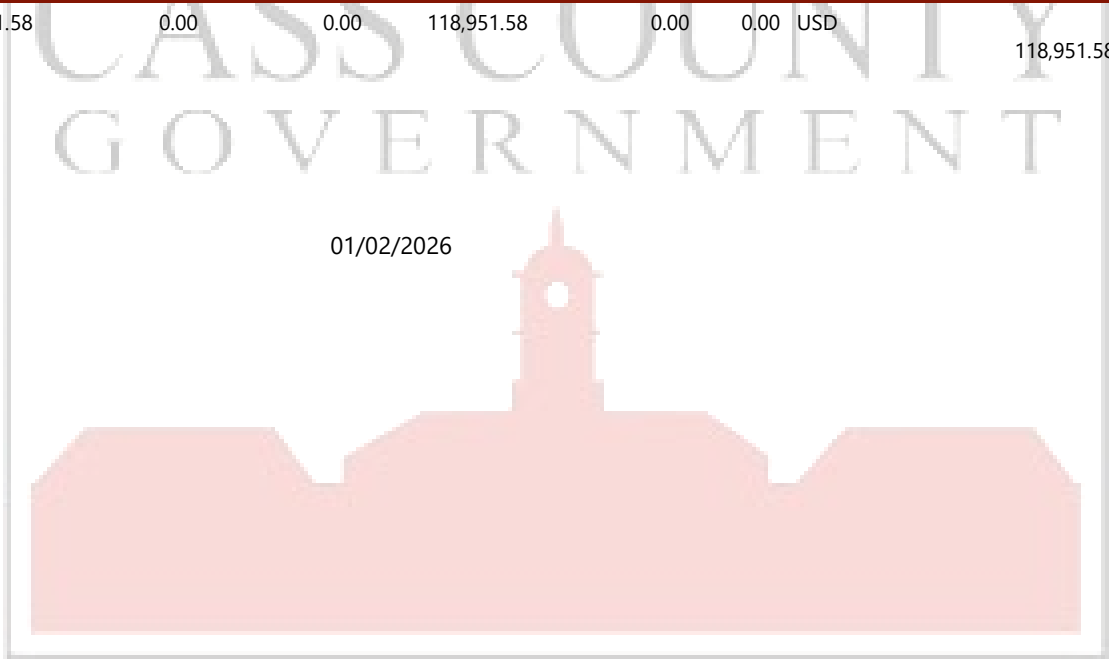
Date12/03/2025
Invoice account198

CITY OF FARGO
PO BOX 2083
FARGO, ND 58107-2083

Description	Quantity	Unit price	Amount
DIVERSION-PAYROLL	1.00	108,608.59	108,608.59
DIVERSION- MISCELLANEOUS	1.00	10,342.99	10,342.99

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
118,951.58	0.00	0.00	118,951.58	0.00	0.00	USD	118,951.58

Due date01/02/2026



Please detach and send this copy with remittance.

**MAKE CHECK
PAYABLE TO:**

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

Invoice:INV012468

Date: 12/03/2025

Total: 118,951.58

Name: CITY OF FARGO

Account #: 198

Due date01/02/2026

City of Christine - SUMMARY OF INVOICING**Reimbursement Request #20****November 26, 2025**

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Swanson & Warcup	9/30/2025	3703	\$328.56
Swanson & Warcup	10/31/2025	3775	\$428.05
Total Swanson & Warcup			\$756.61
Lies, Bullis & Hatting	9/23/2025	71289	\$1,960.00
Lies, Bullis & Hatting	10/21/2025	71476	\$2,780.00
Lies, Bullis & Hatting	11/21/2025	71701	\$60.00
Total Lies, Bullis & Hatting			\$4,800.00
Total Invoiced This Reimbursement Request			\$5,556.61



Maple River
Water Resource
District

SENT VIA EMAIL

November 18, 2025

Gerald Melvin
Chairman
Buffalo, North Dakota

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

Chad Miller
Manager
Buffalo, North Dakota

Greetings:

Dallas Hoffmann
Manager
Wheatland, North Dakota

RE: Maple River WRD Reimbursements

Enclosed please find a copy of invoices totaling \$4,944.50 regarding the Metro Flood Diversion project.

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

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

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director, Secretary

Melissa Hinkemeyer
Director, Secretary

Amy Hepper
Treasurer

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
www.casscountynđ.gov

Mapleton Township

Bruce Bollinger clerk

12/3/2025

3764 164th Ave SE

Mapleton, ND 58059

Invoice to

Metro Flood Diversion Authority

Class 5 gravel material applied, ground work to remove weeds/roots and blade work done on approximately $\frac{3}{4}$ of a mile in length on 32nd Ave West in Mapleton township immediately west of the new Red River diversion bridge. Work was performed to get the road back in shape for traffic after being closed for the past 2 years during bridge construction.

Total \$4,258.70

City of Comstock, MN - SUMMARY OF INVOICING

Comstock Lagoon Project

Reimbursement Request

#19

December 9, 2025

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Total Moore Engineering, Inc.			\$0.00
Pemberton Law, P.L.L.P.	10/31/2025	20247056-000	\$2,069.50 (Statement #9)
Total Pemberton Law, P.L.L.P.			\$2,069.50
Total Invoiced This Reimbursement Request			\$2,069.50



1397 Library Circle, Suite 202
Grand Forks, ND 58201

INVOICE

Invoice #: 3840
Date: 11-30-2025
Due On: 01-02-2026

Metro Flood Diversion Authority (DRB)

Matter Name: Metro Flood Diversion Authority (DRB)

Fees

Date	Atty	Description	Quantity	Rate	Total
11-05-25	HDS	[REDACTED]	0.20	450.00	\$90.00
11-12-25	HDS	[REDACTED]	0.20	450.00	\$90.00
11-14-25	HDS	[REDACTED]	0.10	450.00	\$45.00
11-15-25	HDS	[REDACTED]	0.10	450.00	\$45.00
11-17-25	HDS	[REDACTED]	0.40	450.00	\$180.00
11-17-25	HDS	[REDACTED]	0.20	450.00	\$90.00
11-18-25	HDS	[REDACTED]	0.60	450.00	\$270.00
11-19-25	HDS	[REDACTED]	0.40	450.00	\$180.00
11-20-25	HDS	[REDACTED]	0.20	450.00	\$90.00
11-23-25	HDS	[REDACTED]	0.30	450.00	\$135.00
11-24-25	HDS	[REDACTED]	0.30	450.00	\$135.00

Fees Subtotal: \$1,350.00

Finance Committee Packet 2025-12-17 Page 27 of 120

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase
As of 11/30/25

	790: FM Diversion Project Fund							770: Budget Fund				773: Excess Capital Fund			
	2011-2020	2021	2022	2023	2024	2025	Total	2021-2023	2024	2025	Total	2024	2025	Total	Grand Total
Revenues															
City of Fargo	229,263,214	39,900,525	41,606,950	43,281,539	43,640,465	27,426,214	429,300,951	-	-	-	-	-	-	-	429,300,951
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	13,994,970	338,615,200	-	-	-	-	-	-	-	338,615,200
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	66,078,817	435,500,000	-	-	-	-	-	-	-	435,500,000
State of ND - SRF	-	-	1,272,652	8,316,726	9,745,091	13,930,939	33,265,408	-	-	-	-	-	-	-	33,265,408
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	821,751	5,932,513	-	-	-	-	-	-	-	5,932,513
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843	2,267,562	11,298,072	-	-	-	-	-	-	-	11,298,072
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,822,032	8,928,907	36,681,353	-	-	-	-	-	-	-	36,681,353
Miscellaneous	4,886	7,336	1,987	70,350	76,997	2,341	213,847	3,320,850	1,665,282	1,532,788	6,518,920	-	-	-	6,732,767
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,071,198	141,463,756	1,660,511,521	3,320,850	1,665,282	1,532,788	6,518,920	-	-	-	1,667,030,441
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	3,654,550	23,699,625	3,249,868	1,462,847	1,109,578	5,822,294	-	-	-	29,521,919
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	4,051,526	53,844,258	-	-	-	-	-	-	-	53,844,258
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	13,112,129	143,602,125	-	-	-	-	-	-	-	143,602,125
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	19,815,389	516,741,916	-	-	-	-	-	-	-	516,741,916
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	4,370,242	46,552,018	-	-	-	-	-	-	-	46,552,018
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142	127,658	37,693,010	-	-	-	-	-	-	-	37,693,010
7941 WIK Mitigation - Minnesota	-	112,771	357,080	933,799	586,522	3,356,570	5,346,242	-	-	-	-	-	-	-	5,346,242
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	34,006,877	105,136,591	304,399,462	-	-	-	-	-	-	-	304,399,462
7951 Construction - Minnesota	-	-	210,000	669,048	182,594	92,078	1,153,719	-	-	-	-	-	-	-	1,153,719
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	72,822	37,149,207	-	-	-	-	-	-	-	37,149,207
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	55,513	11,978,218	-	-	-	-	-	-	-	11,978,218
7959 SRF Construction	-	-	5,936,985	7,781,266	16,519,945	5,042,056	35,280,252	-	-	-	-	-	-	-	35,280,252
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	13,943,114	107,164,365	-	-	-	-	-	-	-	107,164,365
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	173,820,837	1,379,780,456	3,249,868	1,462,847	1,109,578	5,822,294	-	-	-	1,385,602,750
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	1,512,500	6,467,066	-	-	-	-	-	-	-	6,467,066
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	1,512,500	6,467,066	-	-	-	-	-	-	-	6,467,066

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
November 30, 2025

	FM Diversion Project Fund	Budget Fund	Risk Sharing Fund	Grand Total
Assets				
Cash	\$ 227,792,844	\$ 696,626	\$ 10,000,000	\$ 238,489,470
Cash Horace 3.01 MIT	4,556,000	-		4,556,000
Cash BRRWD	9,259,474	-		9,259,474
Cash Held In Trust at BND				
Excess Revenue Fund	731,081	-	-	731,081
Temp Debt Obligation Fund	1,034,294	-	-	1,034,294
Authority Loan Fund	168,615	-		168,615
P3 Reserve Fund	16,793,482	-	-	16,793,482
SRF Loan Reserve Fund	2,379,457			2,379,457
Revenue Fund	3,902			3,902
Prepaid Expense	2,270,319	-	-	2,270,319
Refundable Deposit	50,000			50,000
Total assets	265,039,468	696,626	10,000,000	275,736,094
Liabilities				
Vouchers payable	641,051	-	-	641,051
Retainage payable	121,163	-	-	121,163
Rent Deposit	13,250	-	-	13,250
Total liabilities	775,463	-	-	775,463
NET POSITION	\$ 264,264,004	\$ 696,626	\$ 10,000,000	\$ 274,960,631

Summary Of Expenses
EXP-2025-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	26/11/2025	349474	Cass County Government	\$77,378.46	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$77,378.46			
770-7910-429.20-01	26/11/2025	349474	Cass County Government	\$12,194.68	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$12,194.68			
770-7910-429.20-03	26/11/2025	349474	Cass County Government	\$200.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$200.00			
770-7910-429.20-06	26/11/2025	349474	Cass County Government	\$43.80	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$43.80			
770-7910-429.21-01	26/11/2025	349474	Cass County Government	\$3,489.55	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$3,489.55			
770-7910-429.21-02	26/11/2025	349474	Cass County Government	\$1,074.01	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,074.01			
770-7910-429.22-07	26/11/2025	349474	Cass County Government	\$10,154.29	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$10,154.29			
770-7910-429.33-37	20/11/2025	349332	HighRoad Partners, LLC	\$600.00	HR PARTNER	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	20/11/2025	349389	Network Center Inc.	\$2,303.04	DIVERSION IT SERVICES	V13801	IT SERVICE AGREEMENT
	26/11/2025	349482	CONSOLIDATED COMMUNI	\$500.00	ACCT #701-150-0113/0	V00106	EXECUTIVE DIRECTOR
	26/11/2025	349560	Network Center Inc.	\$673.76	DIVERSION IT SERVICES	V13801	IT SERVICE AGREEMENT
Technical Services / Computer Services				\$3,476.80			
770-7910-429.43-50	26/11/2025	349474	Cass County Government	\$357.90	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Repair and Maintenance / Maintenance Service Contract				\$357.90			
770-7910-429.53-20	26/11/2025	349474	Cass County Government	\$380.74	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$380.74			
770-7910-429.56-60	26/11/2025	349474	Cass County Government	\$2,370.40	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$2,370.40			

Summary Of Expenses
EXP-2025-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.59-20	26/11/2025	349474	Cass County Government	\$50.00	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Seminar & Conf. Instate				\$50.00			
770-7910-429.61-10	26/11/2025	349474	Cass County Government	\$134.00	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$134.00			
770-7910-429.68-30	26/11/2025	349474	Cass County Government	\$679.96	DIVERSION EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$679.96			
770 Subtotal				\$112,584.59			
790-7910-429.33-25	26/11/2025	349496	DORSEY & WHITNEY LLP	\$414.00	LEGAL SERVICES	V00101	Dorsey Whitney Legal
	26/11/2025	349566	OHNSTAD TWICHELL PC	\$90,062.85	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$90,476.85			
790-7910-429.34-20	26/11/2025	349559	Neon Loon Communications, LL	\$11,897.50	COMMUNICATION SUPPORT	V09601	COMMUNICATIONS SUPPORT
Technical Services / Marketing / Public Relat.				\$11,897.50			
790-7910-429.34-56	24/11/2025	EK11250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 11/25	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.42-05	13/11/2025	349087	Ambassador, Inc.	\$925.00	DVERSION CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7915-429.33-05	06/11/2025	348907	AECOM	\$77,767.38	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$154,542.66	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$276,178.46	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$508,488.50			
790-7920-429.33-05	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$78,996.00	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$36,563.78	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$115,559.78			
790-7920-429.33-79	06/11/2025	348938	CH2M Hill Engineers Inc	\$483,821.42	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
	06/11/2025	348938	CH2M Hill Engineers Inc	\$723,319.42	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,207,140.84			

Summary Of Expenses
EXP-2025-11

09 December 2025

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-05	26/11/2025	349457	ADVANCED ENGINEERING I	\$164,599.69	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$97,310.40	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$877.00	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$262,787.09			
790-7930-429.33-25	26/11/2025	349540	Larkin Hoffman Attorneys	\$1,275.00	DIVERSION SERVICES	V14801	LEGAL SERVICES
Other Services / Legal Services				\$1,275.00			
790-7930-429.33-47	20/11/2025	349421	Jodi Smith	\$4,485.00	OCT CONSULTING	V13701	LAND ACQUISITION CONSULTIN
Other Services / Consulting Services				\$4,485.00			
790-7930-429.33-79	06/11/2025	348938	CH2M Hill Engineers Inc	\$1,611.58	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$1,611.58			
790-7930-429.38-95	26/11/2025	349533	JT LAWN SERVICE LLC	\$52,409.00	MOWING	V10401	MOWING/WEED CONTROL MGM
	26/11/2025	349533	JT LAWN SERVICE LLC	\$39,012.00	WEED CONTROL	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$91,421.00			
790-7930-429.62-51	26/11/2025	349472	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$113.00			
790-7931-429.71-30	20/11/2025	EK11250	1879N - MOORHEAD CLAY C	\$500.00	RECLASS DIVERSION LAND	V02301	MN LAND PURCHASES
Land / Land Purchases				\$500.00			
790-7931-429.73-20	06/11/2025	349052	Schmidt and Sons Inc.	\$74,322.50	PROPERTY STRUCTURE MITIGA	V03828	TO54-WP38C-OIN 1315
Infrastructure / Site Improvements				\$74,322.50			
790-7940-429.33-06	06/11/2025	348926	BRAUN INTERTEC CORP	\$6,117.50	MATERIALS TESTING	V00407	TASK ORDER #5
	26/11/2025	349466	BRAUN INTERTEC CORP	\$14,348.40	MATERIALS TESTING	V00407	TASK ORDER #5
Other Services / Quality Testing				\$20,465.90			
790-7940-429.34-50	07/11/2025	JH102500	City of Horace	\$29.27	OCT 25 DIVIDEND/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$29.27			
790-7941-429.34-50	07/11/2025	JH102500	BUFFALO-RED RIVER WATE	\$42.28	OCT 25 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$42.28			

Summary Of Expenses

EXP-2025-11

09 December 2025

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7941-429.38-99	13/11/2025	349101	MOORE ENGINEERING INC	\$9,300.00	MPCA PERMITS	V10102	LAGOON
Other Services / Other Services				\$9,300.00			
790-7950-429.33-05	20/11/2025	349422	MOORE ENGINEERING INC	\$5,811.25	REIMB MOORE ENGINEERING	V12201	SE CASS WRD MOU
	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$62.00	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	26/11/2025	349582	MOORE ENGINEERING INC	\$32,605.75	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
Other Services / Engineering Services				\$38,479.00			
790-7950-429.33-06	06/11/2025	348926	BRAUN INTERTEC CORP	\$2,738.50	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	26/11/2025	349466	BRAUN INTERTEC CORP	\$612.00	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	26/11/2025	349466	BRAUN INTERTEC CORP	\$279,541.05	MATERIALS TESTING	V00406	TASK ORDER #4
Other Services / Quality Testing				\$282,891.55			
790-7950-429.33-25	20/11/2025	349422	OHNSTAD TWICHELL PC	\$3,011.50	REIMB OHNSTAD TWICHELL	V12201	SE CASS WRD MOU
	26/11/2025	349582	OHNSTAD TWICHELL PC	\$2,401.00	REIMB OHNSTAD TWICHELL	V08801	RUSH RIVER-DRAIN EXPENSE
Other Services / Legal Services				\$5,412.50			
790-7950-429.73-59	26/11/2025	349478	CLAY COUNTY AUDITOR	\$579,037.10	ACCT #90 SELLIN BROS	V08303	COMSTOCK HIGHWAY 2
Infrastructure / Street & Roadway System				\$579,037.10			
790-7950-429.73-70	13/11/2025	349098	Cass County Electric Cooperativ	\$34,038.28	AID TO CONSTRUCTION	V04729	TO27-SHEYENNE BENCH OH LN
	13/11/2025	349103	Cogent Communications	\$60,737.61	SPRINT FIBER RELOCATION	V15201	TO2-FIBER RELOCATE CR81
	13/11/2025	349230	XCEL ENERGY-FARGO	\$730,000.00	DIVERSION-SAUVAGEAU FARMS	V07706	TO03-SERVICES TO SAUVAGEA
	20/11/2025	349287	Cass County Electric Cooperativ	\$13,401.30	OXBOW S LINE RETIREMENT	V04730	TO28-OXBOW SOUTH-LN RETIR
	20/11/2025	349288	Cass Rural Water	\$5,276.51	CASS RURAL WATER TO #9	V05016	TO 9 - WP38C DISCONNECTS
	26/11/2025	349473	Cass County Electric Cooperativ	\$193,605.15	AID TO CONSTRUCTION	V04718	TO16 - OHB TO SE3
	26/11/2025	349473	Cass County Electric Cooperativ	\$83,505.84	AID TO CONST-FINAL	V04725	TO23-UPSTRM MIT ELECTRICAL
	26/11/2025	349475	Cass Rural Water	\$65,133.47	RELOCATE LINES	V05024	TO16-RELOCATE SHEYENNE BE
	26/11/2025	349598	XCEL ENERGY-FARGO	\$28,099.42	LINE MODIFICATION	V07704	TO1-MONTICELLO-BISON TRAN
Infrastructure / Utilities				\$1,213,797.58			
790-7952-429.33-05	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$2,896.50	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$2,896.50			

Summary Of Expenses
EXP-2025-11

09 December 2025

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7955-429.33-05	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$2,714.00	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$2,714.00			
790-7990-429.33-05	26/11/2025	349521	HOUSTON-MOORE GROUP L	\$52,463.60	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$52,463.60			
790-7990-429.33-25	20/11/2025	349423	Swanson & Warcup	\$360.00	DIVERSION SERVICES	V14501	LEGAL SERVICES
	26/11/2025	349566	OHNSTAD TWICHELL PC	\$50,156.80	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$50,516.80			
790-7990-429.33-47	20/11/2025	349407	Program Advisor Services, LLC	\$28,016.00	PROGRAM CONSULTING SERV	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$28,016.00			
790-7990-429.34-57	26/11/2025	29077	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE 11/2025	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$18,007.50			
790-7990-429.34-59	20/11/2025	349413	Allegro Construction Services L	\$9,030.60	DRB CHAIR JOSEPH ALLEGRO	V11403	DISPUTE RESOLUTION BOARDS
Technical Services / Outside Consultant				\$9,030.60			
790-7990-429.80-90	07/11/2025	EK11250	UNITED STATES ENVIRONM	\$32,600.00	RECORD WIFIA SERVICING	V06103	WIFIA CONST SERVICING FEE
Debt Service / WIFIA Servicing Fees				\$32,600.00			
790-7990-520.80-20	07/11/2025	EK11250	CASS COUNTY JOINT WATE	\$3,105,000.00	TO RECORD CCJWRD BOND	V01208	CCJWRD SERIES 2024A BONDS
Debt Service / Interest On Bonds				\$3,105,000.00			
790-7998-555.90-81	24/11/2025	EK11250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-NOV	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$7,839,711.32			

Total Amount Invoiced this period: \$7,952,295.91

\$0.00 Less Paid Retainage

\$7,952,295.91 Total Less Paid Retainage

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$440,042,919.27	\$440,042,919.27	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$169,823,404.31	\$142,700,633.97	\$27,122,770.34	Project & Construction Management
RED RIVER VALLEY ALLIANCE LLC	\$124,832,431.06	\$124,832,431.06	\$0.00	P3 Developer payments
HOUSTON-MOORE GROUP LLC	\$100,127,631.93	\$85,402,628.52	\$14,725,003.41	Engineering Services
INDUSTRIAL BUILDERS INC	\$67,584,314.76	\$67,346,539.76	\$237,775.00	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$54,174,400.00	\$54,174,400.00	\$0.00	Local Share
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$49,551,760.00	\$49,551,760.00	\$0.00	Debt Service
KEY CONTRACTING INC	\$38,140,511.67	\$38,140,511.67	\$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	\$28,839,052.93	\$28,839,052.93	\$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	\$15,252,720.33	\$793,376.92	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$14,025,894.82	\$14,025,894.82	\$0.00	Legal Services
CASS COUNTY JOINT WATER RESOURCE DI	\$12,021,503.76	\$12,021,503.76	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
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
MOORE ENGINEERING INC	\$9,348,046.79	\$7,858,259.85	\$1,489,786.94	Engineering Services
CITY OF FARGO	\$8,971,520.36	\$8,965,881.61	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
HOUSTON ENGINEERING INC	\$7,632,081.38	\$7,632,081.38	\$0.00	Engineering Services
CASS RURAL WATER	\$7,433,190.71	\$7,286,371.79	\$146,818.92	Utilities and Utility Relocation
CASS COUNTY GOVERNMENT	\$6,559,853.48	\$6,559,853.48	\$0.00	Gravel on County Rd 17 Bypass
SCHMIDT AND SONS INC.	\$6,470,954.98	\$5,870,975.48	\$599,979.50	Residential Demolition in Oxbow
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,341,707.43	\$4,020,515.59	\$2,321,191.84	Engineering Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY ELECTRIC COOPERATIVE	\$5,972,770.32	\$4,672,544.70	\$1,300,225.62	Electrical Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
BRAUN INTERTEC CORP	\$5,725,185.56	\$4,129,148.36	\$1,596,037.20	Materials Testing
MINNKOTA POWER COOPERATIVE	\$5,536,919.68	\$1,698,465.67	\$3,838,454.01	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,087,828.40	\$289,171.60	P3 Financial Advisory Services
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
XCEL ENERGY-FARGO	\$4,004,762.30	\$3,685,910.36	\$318,851.94	Utility Relocation
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,557,364.40	\$316,544.26	Land Acquisition Services
CENTURYLINK COMMUNICATIONS	\$3,743,515.79	\$3,710,251.68	\$33,264.11	Utility Relocation
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
BNSF RAILWAY CO	\$3,598,713.80	\$3,598,713.80	\$0.00	Permits for In-Town Levee Projects
RED RIVER VALLEY & WESTERN RAILROAD C	\$3,589,388.46	\$3,589,388.46	\$0.00	Railroad Facilities and the Rail Property
AON RISK SERVICES CENTRAL INC	\$3,508,446.49	\$3,429,509.99	\$78,936.50	Risk Advisory Services P3 Pre-Award
CROWN APPRAISALS	\$3,212,730.00	\$2,713,630.00	\$499,100.00	Flowage Easements Valuation and Appraisal Services
CLAY COUNTY AUDITOR	\$3,178,100.59	\$3,178,100.59	\$0.00	Property Taxes - MN
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	\$2,869,264.39	\$108,718.48	Program Consulting Services
MAGELLAN PIPELINE	\$2,852,375.85	\$2,852,375.85	\$0.00	Utility Relocation
HDR ENGINEERING, INC.	\$2,671,901.12	\$2,219,925.70	\$451,975.42	Engineering Services
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
HOUGH INC	\$2,498,256.83	\$2,280,719.33	\$217,537.50	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
MASTER CONSTRUCTION CO INC	\$2,490,751.67	\$2,490,751.67	\$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
ACONEX (NORTH AMERICA) INC	\$2,194,655.43	\$2,039,939.46	\$154,715.97	Electronic Data Mgmt and Record Storage System

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
AECOM	\$1,692,603.43	\$1,494,659.86	\$197,943.57	Cultural Resources Investigations
BANK OF NORTH DAKOTA	\$1,683,316.49	\$1,683,316.49	\$0.00	Legal review fees
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
LARKIN HOFFMAN ATTORNEYS	\$1,457,527.82	\$1,457,527.82	\$0.00	Legal Services
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,343,840.00	\$887,465.00	\$456,375.00	Water Level Discharge Collection & Stage Gage Installation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
ANKURA CONSULTING GROUP LLC	\$1,157,597.56	\$1,157,597.56	\$0.00	Scheduling Services
CONSOLIDATED COMMUNICATIONS	\$1,091,092.17	\$1,091,092.17	\$0.00	Utility Relocation
CITY OF HORACE	\$1,080,071.06	\$1,080,071.06	\$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.	\$934,355.77	\$912,828.11	\$21,527.66	House Demo and Removal
TERRACON CONSULTING ENGINEERS	\$890,924.41	\$890,924.41	\$0.00	Materials Testing
JT LAWN SERVICE LLC	\$853,285.10	\$673,600.00	\$179,685.10	Mowing and weed control
SBA COMMUNICATIONS	\$851,648.91	\$851,648.91	\$0.00	Utility Relocation
UNITED STATES ENVIRONMENTAL PROTECTI	\$831,686.35	\$831,686.35	\$0.00	WIFIA LOAN APPLCATION FEE
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
BORDER STATES PAVING, INC	\$762,980.64	\$762,980.64	\$0.00	Street repairs
RED RIVER VALLEY COOPERATIVE ASSOC	\$759,075.26	\$691,535.26	\$67,540.00	Electricity - Home Buyouts
CC STEEL, LLC	\$755,550.09	\$755,550.09	\$0.00	Lift Station Improvements
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
PATCHIN MESSNER VALUATION COUNSELOR	\$687,462.50	\$526,383.75	\$161,078.75	Property Appraisal Services
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
C THREE MEDIA, LLC	\$685,639.35	\$575,843.16	\$109,796.19	Videography Services
APEX ENGINEERING GROUP INC	\$685,072.82	\$685,072.82	\$0.00	Engineering
NORTHERN IMPROVEMENT COMPANY	\$682,385.59	\$682,385.59	\$0.00	CR-17 asphalt paving
NEON LOON COMMUNICATIONS, LLC	\$666,006.80	\$596,696.87	\$69,309.93	Communications Support
COMPASS LAND CONSULTANTS, INC	\$643,189.43	\$643,189.43	\$0.00	Property Appraisal Services
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
RJ ZAVORAL & SONS INC.	\$579,297.51	\$0.00	\$579,297.51	Raymond Township Mobility Improvements
MIDCONTINENT COMMUNICATIONS	\$566,425.77	\$531,170.41	\$35,255.36	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	\$484,553.78	\$484,553.78	\$0.00	Retention Projects - Engineering Services
WATTS AND ASSOCIATES, INC.	\$460,000.00	\$461,174.80	(\$1,174.80)	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
DAWSON INSURANCE AGENCY	\$419,411.78	\$419,411.78	\$0.00	Property Insurance - Home Buyouts
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
COMSTOCK CONSTRUCTION	\$358,400.00	\$0.00	\$358,400.00	Maple River Benching Project
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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
JR FERCHÉ INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements
PLEASANT TOWNSHIP	\$276,716.74	\$276,716.74	\$0.00	Building Permit Application
FUSION AUTOMATION INC.	\$269,698.82	\$269,698.82	\$0.00	Electrical
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
MLGC	\$255,160.03	\$142,052.49	\$113,107.54	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$5,563.38	\$249,436.62	Financial Dispute Resolution Board
FORUM COMMUNICATIONS	\$249,720.98	\$249,720.98	\$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. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
SERKLAND LAW FIRM	\$214,212.21	\$214,212.21	\$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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
EIDE BAILLY LLP	\$151,894.32	\$151,894.32	\$0.00	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
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
MARCO TECHNOLOGIES	\$135,554.72	\$127,714.41	\$7,840.31	IT Services
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
BALLARD SPAHR	\$121,500.00	\$121,500.00	\$0.00	Fiscal Agent
COGENT COMMUNICATIONS	\$121,475.21	\$60,737.61	\$60,737.60	Fiber Optic Relocation
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
158 Vendors	Report Totals: \$1,440,890,787.71	\$1,380,982,020.33	\$59,908,767.38	

Data Through Date: 28 November 2025

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
BIOGEO	431	267	131	92%	33	\$1,673,857
BIOGEO	300	266	1	89%	33	\$900,422
HC	131	1	130	100%	0	\$773,435
CHANNEL	720	500	217	100%	3	\$99,122,854
DA_MOB_HORACE	4	2	0	50%	2	\$0
ENV	1	0	0	0%	1	\$0
HC	272	55	217	100%	0	\$3,568,166
LAP01	109	109	0	100%	0	\$7,872,311
LAP02	96	96	0	100%	0	\$13,519,297
LAP03	81	81	0	100%	0	\$23,021,827
LEGACY	157	157	0	100%	0	\$51,141,254
DOWNSTREAM	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
Habitat Improvem	23	15	8	100%	0	\$297,131
ENV	5	5	0	100%	0	\$0
Habitat_Shey	10	10	0	100%	0	\$297,131
HC	8	0	8	100%	0	\$0
MOBILITY	123	0	1	1%	122	\$0
DA_MOB37_MN	51	0	0	0%	51	\$0
DA_MOB37_ND	19	0	0	0%	19	\$0
DA_MOB38TH	52	0	0	0%	52	\$0
HC	1	0	1	100%	0	\$0

Data Through Date: 28 November 2025

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
SEAILAND	536	474	52	98%	10	\$102,342,715
DRAIN 27	43	43	0	100%	0	\$23,877,374
HC	60	8	52	100%	0	\$458,806
LEGACY	138	138	0	100%	0	\$24,523,991
SE_I29	6	6	0	100%	0	\$2,990,158
SE-1	20	20	0	100%	0	\$6,259,028
SE-1B	6	6	0	100%	0	\$4,276
SE-2A	11	11	0	100%	0	\$3,978,681
SE-2B	84	84	0	100%	0	\$13,278,000
SE-3	14	14	0	100%	0	\$1,078,007
SE-4	70	63	0	90%	7	\$10,733,166
SE-5	24	21	0	88%	3	\$974,121
SE-INLET	8	8	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$7,707,431
SE-WRCS	10	10	0	100%	0	\$445,069
WP43B	5	5	0	100%	0	\$3,082,500
Sheyenne Mitigatio	10	1	0	10%	9	\$3,000
SheyMit	10	1	0	10%	9	\$3,000
WP36	2	2	0	100%	0	\$2,750
WRDAM	2	2	0	100%	0	\$2,750
WP38	1,052	466	376	80%	210	\$140,929,406
HC	380	4	376	100%	0	\$1,283,123
LEGACY	5	5	0	100%	0	\$457,563
UMA	581	450	0	77%	131	\$139,057,067
UMA-C	59	4	0	7%	55	\$38,567
UMA-W	14	3	0	21%	11	\$93,086
UMA-W2	13	0	0	0%	13	\$0
WP40	18	8	10	100%	0	\$48,923
DRAYTON	7	7	0	100%	0	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
WP42	66	49	4	80%	13	\$37,850,061
HC	4	0	4	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42	56	43	0	77%	13	\$19,835,126

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP43	267	121	146	100%	0	\$80,370,769
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	147	1	146	100%	0	\$500
LEGACY	6	6	0	100%	0	\$3,589,519
WP43A	1	1	0	100%	0	\$0
WP43B	11	11	0	100%	0	\$2,505,237
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	14	14	0	100%	0	\$5,271,226
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	3,255	1,903	952	88%	400	\$462,641,466

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,604,598.67	-	595,320.88	-	8,199,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,302,787.22	-	-	(67,650.00)	4,235,137.22
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		326,495,210.53	-	5,109,571.44	(21,438,976.36)	183,430,865.49

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		191,235,892.94	-	2,563,701.41	(10,395,728.86)	183,430,865.49
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 Township 138 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 the 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				
Lots 5, 7, and 8, Block 2 of River Shore Subdivision a part of Government Lots 5, 6, and 7 of Section 7, Township 137 North, Range 48 West, Cass County, North Dakota	9/4/2025	1,205,677.74				
That part of Auditor's Lot No. 1 of the Southwest Quarter of Section 36, Township 138 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota	10/30/2025	24,800.00				
S1/2 N1/2 OF NE1/4, Sec 16, 137N, 49W, Cass County, ND	10/30/2025	99,500.00				
		391,330,189.96	-	39,880,699.23	(21,884,334.23)	409,326,554.96
				Property Management Expense		12,082,920.16
				Grand Total	\$	421,409,475.12

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

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

State Revolving Fund (SRF) Status Report
As of 11/30/2025

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	33,265,414.16
Available Balance Remaining	\$	18,368,585.84

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	\$ 2,561,871.66	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
15	1-JUN 2025 through 30-JUN 2025	\$ 1,361,370.25	05-Sep-25
16	1-Sept 2025 through 30-Sept 2025	\$ 98,376.78	27-Oct-25
17	1-Oct 2025 through 31-Oct 2025	\$ 1,515,889.39	17-Nov-25
		\$ 34,879,680.33	

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	\$ 2,539,299.19	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	\$ 2,561,871.66	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
14	1-Nov 2024 through 31-May 2025	\$ 3,883,134.00	11-Aug-25
15	1-JUN 2025 through 30-JUN 2025	\$ 1,361,370.25	18-Sep-25
Total		\$ 33,265,414.16	

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 12/9/2025

Payment Date	Collection Month	County Amount	County Collections	County Growth %	Split 94% MFDA	2% Sales Tax			City Total Amount	(1.25% tax)		Total to MFDA - Annual
						PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount		City Growth %	Split <i>Infra & FC</i> 62.5 % MFDA	
			17,268,161.29	1.27%	16,232,072			50,573,211.70	55,021,791.78	-1.45%	31,608,257	47,840,329
11/24/2025	Sep-25	2,379,895.75				836,408.75	6,691,270.01					
10/21/2025	Aug-25	2,281,923.54				835,497.50	6,683,979.99					
9/22/2025	Jul-25	1,796,292.91				622,825.54	4,982,604.32					
8/21/2025	Jun-25	2,270,466.69				803,789.60	6,430,316.85					
7/22/2025	May-25	2,053,576.19				749,363.21	5,994,905.70					
6/20/2025	Apr-25	1,616,213.54				600,695.48	4,805,564.00					
5/21/2025	Mar-25	1,698,986.33					5,424,656.49					
4/23/2025	Feb-25	1,477,568.31					4,523,059.23					
3/21/2025	Jan-25	1,693,238.03					5,036,855.11					
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%	21,906,084		6,626,714.99	69,824,744.71		0.83%	43,640,465	65,546,550
1/21/2025	Nov-24	2,281,112.22					6,540,733.39					
12/20/2024	Oct-24	1,764,529.62					5,342,358.63					
11/22/2024	Sept-24	2,257,740.11					6,622,406.84					
10/21/2024	Aug-24	2,088,361.27					6,284,633.45					
9/21/2024	July-24	1,746,626.42					5,168,111.30					
8/21/2024	June-24	2,659,707.17					7,859,913.01					
7/22/2024	May-24	1,348,902.41					4,252,926.43					
6/24/2024	Apr-24	1,759,660.73					5,404,517.72					
5/21/2024	Mar-24	2,276,388.27					6,980,911.25					
4/22/2024	Feb-24	1,023,591.77					3,163,097.74					
3/21/2024	Jan-24	1,890,694.25					5,578,419.96					
2023 Collections			23,106,462.71	8.18%	21,720,075			69,250,461.96		4.02%	43,281,539	65,001,614
2022 Collections			21,358,922.89	-2.56%	20,077,388			66,571,120.26		4.28%	41,606,950	61,684,338
2021 Collections			21,920,710.74	31.11%	20,605,468			63,840,810.53		29.90%	39,900,507	60,505,975
2020 Collections			16,719,327.13	0.30%	15,716,168			49,146,842.57		-5.00%	30,716,777	46,432,944
2019 Collections			16,670,136.34	6.04%	15,669,928			51,732,824.69		7.36%	32,333,015	48,002,944
2018 Collections			15,720,221.20		14,777,008			48,185,965.90			30,116,229	44,893,237
2017 Collections			2,796,024.89		2,628,263							
Totals Since 2019		\$	158,864,312					\$	478,168,039			



Diversion Authority Finance Committee Meeting

December 17, 2025

Cash Budget Report – November 2025

Annual Funding Status

Funding Sources	2025 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,250	\$4,182	\$39,837
Cass County Sales Tax	\$22,250	\$2,237	\$20,451
State of ND - Legacy Bond Fund Draws	\$87,265	\$0	\$87,265
State of ND - SRF	\$15,000	\$0	\$13,930
Financing Proceeds	\$7,500	\$1,544	\$12,189
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$0	\$2,267
Property Income	\$500	\$1	\$830
Miscellaneous	\$100	\$50	\$50
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$140	\$1,393
Cash on Hand	\$29,781	\$0	\$0
Total Revenue Sources	\$448,106	\$8,154	\$178,212

Overall Status – Level 1 Summary

Data Through Date: 28 November 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	\$80.3	\$16.1	\$12,588,000	\$12,231,447	\$356,553
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$97.7	\$769.4	\$233,655,150	\$96,424,867	\$137,230,283
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$186.6	\$26.7	\$26,500,000	\$10,209,325	\$16,290,675
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$532.5	\$39.2	\$54,387,500	\$24,861,040	\$29,526,460
ENGINEERING & DESIGN FEES	\$98.5	\$74.1	\$24.4	\$9,680,000	\$9,178,682	\$501,318
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$132.9	\$32.5	\$17,926,000	\$11,803,115	\$6,122,885
DA CONSTRUCTION CONTINGENCY	\$163.9	\$29.5	\$134.4	\$20,994,850	\$20,370,328	\$624,522
3RD PARTY MOU MITIGATION	\$206.4	\$87.0	\$119.4	\$59,309,189	\$9,331,276	\$49,977,913
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$62.6	\$13.1	\$6,540,000	\$5,974,982	\$565,018
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
DEBT TRANSFERS TOTAL	\$330.3	\$12.0	\$168.0	\$6,200,000	\$6,210,000	(\$10,000)
O&M - MFDA PROPERTY	\$4.9	\$0.6	\$4.4	\$325,000	\$143,217	\$181,783
O&M - SEAI/OHB/OTHER INFRASTRUCTURE	\$10.0	\$0.0	\$10.0	\$0	\$0	\$0
Report Totals	\$2,945.0	\$1,385.6	\$1,409.1	\$448,105,689	\$206,738,280	\$241,367,409

Overall Status – Level 2 Detail

Data Through Date: 28 November 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	\$80.31	\$16.09	\$12,588,000	\$12,231,447	\$356,553
Management, Legal, Financial, Procurement P3	\$96.40	\$80.31	\$16.09	\$12,588,000	\$12,231,447	\$356,553
Milestone Payments to the Developer	\$867.05	\$97.67	\$769.38	\$233,655,150	\$96,424,867	\$137,230,283
Milestone Payments to the Developer	\$865.80	\$96.42	\$769.38	\$233,655,150	\$96,424,867	\$137,230,283
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	\$186.65	\$26.65	\$26,500,000	\$10,209,325	\$16,290,675
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$96.17	\$11.13	\$26,500,000	\$10,209,325	\$16,290,675
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	\$532.50	\$39.20	\$54,387,500	\$24,861,040	\$29,526,460
Management, Legal, Financial, Procurement Lands	\$69.55	\$54.31	\$15.24	\$6,150,000	\$4,119,879	\$2,030,121
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.24	\$1.39	\$0	(\$3,500)	\$3,500
Southern Embankment & Assoc. Infrastructure	\$71.68	\$61.13	\$10.55	\$12,000,000	\$145,131	\$11,854,869
Mitigation & Assoc. Infrastructure	\$106.01	\$104.24	\$1.78	\$211,000	\$23,017	\$187,983
WP-38 Upstream Staging	\$184.84	\$175.57	\$9.27	\$36,026,500	\$20,576,514	\$15,449,986
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 28 November 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	\$74.06	\$24.44	\$9,680,000	\$9,178,682	\$501,318
Management, Legal, Financial, Procurement	\$39.47	\$34.51	\$4.95	\$8,650,000	\$8,580,235	\$69,765
Work-In-Kind Programs (WIK) Studies	\$17.13	\$15.21	\$1.92	\$675,000	\$364,921	\$310,079
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	\$10.84	\$12.51	\$350,000	\$233,527	\$116,473
Prog. Management/Legal/Financial/Procurement	\$165.43	\$132.89	\$32.54	\$17,926,000	\$11,803,115	\$6,122,885
Program Management Costs	\$103.23	\$82.86	\$20.37	\$8,124,000	\$7,454,645	\$669,356
Diversion Authority Operations	\$11.47	\$6.82	\$4.65	\$1,702,000	\$1,233,156	\$468,844
Program Financial Services	\$6.52	\$3.24	\$3.28	\$200,000	\$356	\$199,644
DA Legal Services	\$20.35	\$20.63	(\$0.28)	\$2,500,000	\$1,088,671	\$1,411,329
CCJWRD Legal Services	\$16.86	\$13.38	\$3.48	\$4,690,000	\$1,630,364	\$3,059,636
Outreach Costs	\$7.00	\$5.96	\$1.04	\$710,000	\$395,923	\$314,077
DA Construction Contingency	\$163.90	\$29.52	\$134.38	\$20,994,850	\$20,370,328	\$624,522
System Wide and P3 Comp Events Contingency	\$95.90	\$27.18	\$68.72	\$20,894,850	\$20,361,968	\$532,882
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: 28 November 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	\$206.41	\$87.04	\$119.37	\$59,309,189	\$9,331,276	\$49,977,913
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.69	\$9.02	\$125,000	\$90,343	\$34,657
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$89.00	\$35.37	\$53.63	\$450,000	\$0	\$450,000
WP-46 SEAI / UMA Utility Relos	\$27.94	\$18.56	\$9.38	\$14,699,403	\$5,045,891	\$9,653,512
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	\$9.40	\$41.97	\$38,349,786	\$4,195,041	\$34,154,745
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$62.57	\$13.13	\$6,540,000	\$5,974,982	\$565,018
Net Current Interest / Financing Fees Paid	\$75.70	\$62.57	\$13.13	\$6,540,000	\$5,974,982	\$565,018
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
Debt Transfers Total	\$330.30	\$12.00	\$168.00	\$6,200,000	\$6,210,000	(\$10,000)
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$12.00	\$168.00	\$6,200,000	\$6,210,000	(\$10,000)
Operations & Maintenance						
O&M - MFDA Property	\$4.90	\$0.55	\$4.35	\$325,000	\$143,217	\$181,783
O&M - MFDA Property	\$4.90	\$0.55	\$4.35	\$325,000	\$143,217	\$181,783
O&M - SEAI/OHB/Other Infrastructure	\$10.00	\$0.00	\$10.00	\$0	\$0	\$0
O&M - SEAI/OHB/Other Infrastructure	\$10.00	\$0.00	\$10.00	\$0	\$0	\$0
Report Totals	\$2,945.00	\$1,385.60	\$1,409.10	\$448,105,689	\$206,738,280	\$241,367,409

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$859,107	\$295,081
Benefits	\$326,612	\$277,967	\$48,645
Office	\$82,200	\$77,495	\$4,705
Other	\$87,000	\$36,951	\$50,049
Totals *	\$1,650,000	\$1,251,521	\$398,479

* Includes pending costs



Diversion Authority Finance Committee Meeting

December 18, 2025

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements



MOU Parties	Project	MOU or Agreement Cost and Summary
MFDA & Cass County	Mobility Improvements MOU	This MOU defines the roles and responsibilities of the Metro Flood Diversion Authority and Cass County for mobility improvements that the Authority is requesting that Cass County, as a member entity, complete. In particular, this MOU includes improvements to 38th Street West and 32nd Avenue West, roads expected to experience increased traffic as a result of the Comprehensive Project. Cass County will be responsible for designing and constructing the mobility improvements in accordance with standards set forth in the MOU. The Authority will review development of the mobility improvements and will reimburse Cass County for costs incurred for the mobility improvements.

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
CASS COUNTY, NORTH DAKOTA**

Dated as of _____, 2025

Relating to:

A Memorandum of Understanding outlining respective roles and responsibilities for the design and construction of Mobility Improvements 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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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and CASS COUNTY, NORTH DAKOTA, a political subdivision of the State of North Dakota (the “County”).

WHEREAS, the Authority is the local entity responsible for delivering the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, due to the construction of the Comprehensive Project, the Authority and the County anticipate that traffic will increase on certain roads that are adjacent to or near the storm water diversion channel and associated infrastructure (“SWDCAI”) element of the Comprehensive Project; and

WHEREAS, as a result, the Authority and the County desire to construct improvements on those roads under the County’s jurisdiction that will experience higher volumes of traffic; and

WHEREAS, the Authority may additionally request the County to construct improvements on roads under the jurisdiction of a township that have been identified within a memorandum of understanding between the Authority and a township to receive a mobility improvement; and

WHEREAS, the Authority and the County now desire to enter into this MOU to set forth their respective roles and responsibilities for such mobility improvements.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority and the County 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 MOU and as defined in this section unless a different meaning clearly applies from the context.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of North Dakota, 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 enforcement, interpretation, or administration, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and with respect to any Person, the articles of incorporation, bylaws, or other

organizational or governing documents, in each case whether or not having the force of law, that are applicable now or are applicable at any time to the Authority, the County, or the work described herein.

“Assignment” means the transfer and acceptance of the roles and responsibilities of a Party under this MOU to a third party.

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota.

“Authority Representative” means the individual identified in Section 14.06 hereof.

“Authority Responsibility” means (i) the Authority’s financial contribution to a Mobility Improvement in its entirety if constructed pursuant to the Reconstruction Standards or (ii) the Authority’s financial contribution to that portion of a Mobility Improvement meeting the Reconstruction Standards in the event that the County elects to construct a Mobility Improvement to standards higher than those set forth herein, as further described in Section 4.01.

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

“Capital Improvement Plan” means the plan of the County for capital infrastructure improvements, including any Mobility Improvements, to be completed within the jurisdiction of the County during the County’s subsequent fiscal year.

“Change Order” means a document that is signed by a Contractor and the County and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or contract times, or other revisions to the contract, issued on or after the effective date of the contract.

“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.

“Contractor” means the individual or entity with which the County has contracted for performance of the work.

“County” means Cass County, North Dakota, a political subdivision of the State of North Dakota.

“County Representative” means the individual identified in Section 14.06 hereof.

“Development Plan Summary Sheet” means as defined in Section 2.02 hereof.

“Diversion Authority Board” means the governing body of the Authority.

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

“Engineering Consultant” means any engineering firm hired by the County to serve as the County’s engineer of record.

“Engineering Staff” means a County employee who has been designated as the County’s engineer.

“Estimated Total Project Cost” means an estimate of all costs attributed to the Authority Responsibility for design and construction of the Mobility Improvement, including surveying, geotechnical investigations, utility relocations, mapping, property acquisition, legal and administrative services, design, construction, construction management, and construction inspections.

“Executive Director” means the chief administrative officer of the Authority as set forth in the Joint Powers Agreement.

“Final Design” means the design has reached ninety-five percent (95%) completion as determined by the County.

“Finance Committee” means a committee of the Authority created for the purpose of providing policy recommendations regarding the management of the financial aspects of the Authority and financial expenditures of the Comprehensive Project.

“Fiscal Year” means one year beginning on January 1 and ending December 31 of each and every year of the Joint Powers Agreement.

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

“Impacted Roads” means 38th Street West, 32nd Avenue West, and 40th Street Southeast in the locations where the Mobility Improvements will be constructed.

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

“Member Entities” means the City of Fargo, North Dakota; Cass County, North Dakota; the City of Moorhead, Minnesota; Clay County, Minnesota; and the Cass County Joint Water Resource District.

“Mobility Improvement” means the improvement of 38th Street West from County Road 40 to 32nd Avenue West/40th Street Southeast and the improvement of 32nd Avenue West/40th Street Southeast from County Road 15 to the western edge of the SWDCAI into a Two-Lane Township Gravel Section, as shown on Exhibit A.

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

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

“PMC” means the Program Management Consultant.

“Preliminary Design” means a design that has reached thirty-five percent (35%) completion as determined by the County.

“Reconstruction Standards” means the standards set forth in Exhibit B attached to this MOU.

“State” means the State of North Dakota.

“SWDCAI” means the approximately thirty (30) mile, 20,000 cubic feet per second (cfs) channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, and recreational features, to be constructed as part of the Comprehensive Project.

“TAG” means the Technical Advisory Group of the Authority.

“Total Project Budget Amount” means a budget of all costs attributed to the Authority Responsibility for design and construction of a Mobility Improvement including surveying, geotechnical investigations, utility relocations, mapping, property acquisition, legal and administrative services, design, construction, construction management, construction materials, and construction inspections, as set forth on a Development Design Summary Sheet. The Total Project Budget Amount includes contingency.

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

“WIFIA” means the Water Infrastructure Finance and Innovation Act program, as administered by the U.S. Environmental Protection Agency.

Section 1.02 TERMS GENERALLY. 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 MOU 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 MOU, 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.

ARTICLE II. INITIAL DEVELOPMENT

Section 2.01 ESTIMATED TOTAL PROJECT COST. Following the Effective Date, the County will develop an Estimated Total Project Cost for each of the Mobility Improvements. The Estimated Total Project Cost will be developed through the completion of a Development Plan Summary Sheet, described in the following section. The County will present the Estimated Total Project Cost and the Development Plan Summary Sheet to the Executive Director for review. Following his/her review, the Executive Director will then seek review and approval of the Estimated Total Project Cost and Development Plan Summary Sheet from the Diversion Authority Board. Once this Estimated Total Project Cost is accepted by the Diversion Authority Board, unless specifically set forth herein, the County will not seek additional budget approvals from the Diversion Authority Board.

Section 2.02 DEVELOPMENT PLAN SUMMARY SHEET.

(a) As set forth in the preceding section, the County will prepare, and update as described herein, a Development Plan Summary Sheet for each Mobility Improvement outlining the Authority Responsibility. The Development Plan Summary Sheet, as included in Exhibit C, will include at least the following:

(1) The County's approach for procuring additional professional services for the Mobility Improvement, e.g., competitive procurement or use of an existing professional services contract, which may include a professional services contract already entered by the Authority for preliminary engineering or engineering services;

(2) The estimated cost and schedule for design professional services, including any surveying, geotechnical investigations, mapping, and legal and administration services required for the design (Line Item (A) from the Development Plan Summary Sheet);

(3) The estimated cost and schedule for property acquisition and property acquisition services (Line Items (B) + (C) from the Development Plan Summary Sheet);

(4) The estimated cost and schedule for construction (Line Item (D) from the Development Plan Summary Sheet);

(5) The estimated cost for construction professional services, including construction contract management, engineering, and inspection services, surveying, site inspections, and testing required during construction (Line Item (E) from the Development Plan Summary Sheet);

(6) Estimated Total Project Cost, which includes the total of the items in subsections (2), (3), (4), and (5);

(7) Identification and compliance with the County's adopted procurement and/or purchasing procedures;

(8) A mutually approved contingency (10%), which is based on the Estimated Total Project Cost, is applied to each Mobility Improvement; and

(9) The Total Budget Amount, which includes the total of the items in subsections (6) and (8).

(b) If the County executes a professional services contract, including but not limited to ones for engineering services; construction management and inspections services; a construction contract; or amendments or Change Orders of the same, the County will update the Development Plan Summary Sheet with the name of the professional services or construction firm, the firms subcontracted to the professional services or construction firm, and the contracted values. The County will provide the updated Development Plan Summary Sheet to the Authority within fifteen (15) Business Days of the execution of the contract for professional services, of construction commencement, or of amendment or Change Order of the same, as applicable.

Section 2.03 SCOPE. The scope of the Mobility Improvements is set forth in this MOU, and any change in that scope must be approved by the Diversion Authority Board. The County will proceed with the development of the Mobility Improvements in accordance with the Development Plan Summary Sheets and the Joint Powers Agreement. Approval for reimbursement to the County will not be delayed provided work on the Mobility Improvements coincides with the approved scope of such projects. The County will exercise Good Faith to ensure scope consistency.

ARTICLE III. CAPITAL IMPROVEMENT PLAN

Section 3.01 ANNUAL ASSESSMENT. On an annual basis, prior to the County seeking official approval from its governing body of the annual Capital Improvement Plan, the County and the Authority's Director of Engineering or his/her designee will mutually review and update the plan for Mobility Improvements to be developed in the new Fiscal Year. Updates for each Mobility Improvement will be set forth on a revised Development Plan Summary Sheet.

Section 3.02 BUDGET ADJUSTMENTS.

(a) Following the updates described in the preceding section, if the budget for the cost of the Authority Responsibility for a Mobility Improvement exceeds the initial Estimated Project Cost determined in accordance with Section 2.01, then the County and the Authority's Director of Engineering or his/her designee will present the updates to the Mobility Improvement to the Finance Committee and Diversion Authority Board for review and approval. Following approval of the updates to each Mobility Improvement, the Authority will incorporate the updated Estimated Total Project Cost for the Mobility Improvement into the annual Authority budget for the new Fiscal Year until all Mobility Improvements have been constructed.

(b) Following the updates described in the preceding section, if the budget for the cost of the Authority Responsibility for a Mobility Improvement does not exceed the initial Estimated Total Project Cost, then the Authority will incorporate the initial Estimated Total Project Cost for the Mobility Improvement into the annual Authority budget for the new Fiscal Year for approval by the Diversion Authority Board. The Executive Director will present the updated plan for the Mobility Improvement to the Diversion Authority Board in conjunction with the annual Authority budget until all Mobility Improvements have been constructed.

ARTICLE IV. DESIGN

Section 4.01 GENERALLY. The County is responsible for designing the Mobility Improvements and may utilize its own Engineering Consultants or in-house Engineering Staff for the design of each Mobility Improvement. The County will design the following Mobility Improvements in accordance with the following Reconstruction Standards:

- (1) 38th Street West – Two-Lane Township Gravel Section
- (2) 32nd Avenue West – Two-Lane Township Gravel Section
- (3) 40th Street Southeast – Two-Lane Township Gravel Section

The County may choose, solely within its discretion, to construct the Mobility Improvements to a standard higher than described in this document; provided, however, the intent of this MOU is to establish the level of responsibility of the Authority related to these improvements (the "Authority Responsibility"). The completed designs for any Mobility Improvement will be the property of both the Authority and the County.

Section 4.02 DESIGN REPORTS. The County will provide the Authority with a biannual progress report for each Mobility Improvement, outlining the design status. The County will provide a copy of such biannual progress report to the PMC. The biannual progress report will also provide a cost to date and estimated completion costs. Any project costs that may be approaching the Estimated Total Project Cost plus contingency provided in the Development Plan Summary Sheet will be flagged for further discussion and possible budget amendment.

Section 4.03 AUTHORITY REVIEW. The County will provide to the Authority, for concurrence, a Preliminary Design and a Final Design for each Mobility Improvement, concurrent with when these plans are distributed by the Engineering Consultant, if applicable, for review and

comment by the County. The County can proceed with the development of the Mobility Improvement provided the Authority does not object to the plans and specifications within ten (10) Business Days of being provided the Final Design. The Authority's review of a Preliminary Design and a Final Design is limited to the extent that a design meets the Reconstruction Standards set forth herein; the Authority will not review a design for any higher standards selected by the County, within its discretion, pursuant to Section 4.01.

Section 4.04 ENGINEERING SERVICES. All engineering services procured by the County for a Mobility Improvement must be provided by a professional engineer licensed in the State of North Dakota.

Section 4.05 LAND ACQUISITION. The County will be responsible for acquiring any property interests necessary for designing and constructing the Mobility Improvements. The Authority will be responsible for all costs and expenses associated with acquiring up to one hundred (100) total feet of right-of-way width for each Mobility Improvement. If the County desires to acquire a width of right-of-way that is greater than one hundred (100) for a Mobility Improvement, then the County will be responsible for all costs and expenses associated with the excess right-of-way.

ARTICLE V. BIDDING AND CONTRACTS

Section 5.01 BIDDING. The County will let bids for the Mobility Improvements in accordance with the Joint Powers Agreement, WIFIA requirements, Chapter 48-01.2 of the North Dakota Century Code, and any other applicable state procurement and/or bidding laws.

Section 5.02 REVIEW. General Counsel for the Authority will review all bid documents prior to release to ensure compliance with WIFIA and other laws and agreements applicable to the Mobility Improvements.

Section 5.03 CONTRACT FORM. Contracts for Mobility Improvements will identify the County as the owner under the contract and will contain provisions as required by the Joint Powers Agreement, applicable WIFIA requirements, and applicable state law, as appropriate. The form of the contract must be approved by the Executive Director and the Cass County Joint Water Resource District if funds generated by special assessments levied and collected by the Cass County Joint Water Resource District will be utilized for payment on the contract or reimbursement to the County.

Section 5.04 CONTRACT AWARD LIMITATION. The County will not proceed with the award of a construction contract if the Total Project Budget Amount, when considering the construction bids and updated costs for elements of the Estimated Total Project Cost, exceeds the approved Total Project Budget Amount unless the newly calculated Total Project Budget Amount is approved and the Development Plan Summary Sheet is amended. The Executive Director or his/her designee may approve an increase in the Total Project Budget Amount for a Mobility Improvement of up to and including \$200,000. The Diversion Authority must approve an increase in the Total Project Budget Amount for a Mobility Improvement greater than \$200,000. The

Diversion Authority Board will approve or disapprove of the budget increase within forty-five (45) calendar days of notice from the County.

Section 5.05 APPROVAL. The County will approve all contracts for Mobility Improvements at a public meeting and by resolution of its governing body. Additionally, the County will supply electronic copies of all public bidding documents and contracts for Mobility Improvements in accordance with the provisions of the Joint Powers Agreement.

Section 5.06 DISPUTES. The County and the Authority will coordinate with respect to any disputes with contractors for Mobility Improvements in accordance with the Joint Powers Agreement.

ARTICLE VI. CONSTRUCTION

Section 6.01 GENERALLY. The County will construct the Mobility Improvements in accordance with the Joint Powers Agreement and all related documents.

Section 6.02 CONSTRUCTION REPORTS. The County will provide the Authority with a biannual progress report for each Mobility Improvement, outlining the construction status. The County will provide a copy of such biannual progress report to the PMC. The biannual progress report will also provide a cost to date and estimated completion costs. Any project costs that may be approaching the Estimated Total Project Cost plus contingency provided in the Development Plan Summary Sheet will be flagged for further discussion and possible budget amendment.

Section 6.03 PAY REQUESTS AND CHANGE ORDERS. Pay requests and Change Orders relating to contracts for Mobility Improvements that impact the Authority Responsibility will be reviewed and approved by the County provided the Total Project Budget Amount, when considering the amount of the proposed pay request or Change Order, exceeds the approved Total Project Budget Amount unless the newly calculated Total Project Budget Amount is approved. If the approved Total Project Budget Amount is exceeded by the proposed pay request or Change Order, the County will submit a request for the Executive Director's approval to exceed the approved Total Project Budget Amount. The request must state the amount by which the approved Total Project Budget Amount is exceeded and justification for the increase. The Authority will respond to the County within ten (10) Business Days of receipt of request. The Authority will not unreasonably withhold approval of a Change Order if the Authority determines that it is within the scope of the Mobility Improvement.

Section 6.04 CLOSE OUT. Close out of a Mobility Improvement will occur in accordance with section 12.16 of the Joint Powers Agreement.

Section 6.05 ACCESS. The County will permit and facilitate reasonable access to the PMC and TAG for reasonable inspection and monitoring of the Mobility Improvements and will cooperate fully with the PMC and TAG. Inspections may only be made upon reasonable notice to the County, during business hours, and the PMC and TAG must comply with the County's site safety requirements. In an emergency, the PMC and TAG may access the site as needed and provide notice as soon as reasonably possible to the County.

Section 6.06 AS-BUILT DRAWINGS. Within ninety (90) calendar days following the completion of construction of a Mobility Improvement, the County will provide final as-built drawings in electronic format to the Secretary of the Authority and to the PMC.

ARTICLE VII. OWNERSHIP AND MAINTENANCE

Section 7.01 IMPACTED ROADS. The County will maintain ownership of the future impacted County road locations referenced in Exhibit A, as well as the Mobility Improvements constructed thereon.

Section 7.02 MAINTENANCE. The County will be responsible for maintaining the future impacted County road locations referenced in Exhibit A that have been improved, including those portions improved with the Mobility Improvements, and will not seek reimbursement for any maintenance costs incurred from normal usage.

ARTICLE VIII. FUTURE CHANGES OR ADDITIONS

Section 8.01 FUTURE CHANGES. The County may make future changes to the Impacted Roads in its sole discretion, assuming all risks of how future Comprehensive Project operation may affect the Impacted Roads following alteration.

ARTICLE IX. PROFESSIONAL SERVICES CONTRACTS

Section 9.01 WIFIA REQUIREMENTS. To comply with WIFIA requirements, all professional services contracts must require the Contractor to (i) complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34 pertaining to federal lobbying restrictions; (ii) comply with the federal non-discrimination requirements set forth in Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1972, and 40 CFR Part 7; and (iii) certify the Contractor is not federally debarred. The County will provide copies of all executed certifications and/or documents received by the County in accordance with this subsection to the Authority unless the Authority already has these certifications on file from the Engineering Consultant.

Section 9.02 ASSIGNMENT. All professional services contracts, subsequent to the Effective Date, will not preclude Assignment. Assignment may only occur, however, through written consent of the Contractor and the County. The County additionally agrees to seek consent of the Contractor for Assignment to the Authority, when necessary and appropriate.

ARTICLE X. INSURANCE AND LIABILITY

Section 10.01 INSURANCE.

(a) The County will require its Contractor, prior to commencing construction, to secure and keep in force during the term of construction the following insurance coverages for not less than the following amounts:

(1) Commercial general liability insurance (including completed operations, contractual, and products coverage) with minimum liability limits of \$1,000,000 per person and \$2,000,000 per occurrence.

(2) Automobile liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

(3) Excess or umbrella liability insurance with minimum liability limits of \$1,000,000 and \$2,000,000 aggregate.

(4) Workers compensation insurance in compliance with all applicable statutory requirements.

(b) The above-listed insurance coverages will meet the following additional requirements:

(1) Any deductible or self-insured retention amount or other similar obligation under the policies will be the Contractor's sole responsibility.

(2) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.

(3) All policies will name the Contractor as the insured and the Authority and the County as additional insured parties.

(4) The Contractor's policies will be primary and noncontributory regarding any other insurance available to the Authority and the County.

(5) The Contractor's policies must each contain a "waiver of subrogation" that waives any right to recover any of the Contractor's insurance companies might have against the Authority or the County.

(6) The Contractor's policies will contain a provision that the policies and any endorsements may not be cancelled or modified without thirty (30) calendar days' prior written notice to the Authority and the County.

(7) The Contractor's policies, either in the policies or in the endorsements, will each contain a provision that the Contractor's insolvency or bankruptcy will not release the insurer from payment under the policy, even when the Contractor's insolvency or bankruptcy prevents the Contractor from meeting the retention limit under the policy.

(8) The Contractor's policies, either in the policies or in the endorsements, will contain cross liability/severability of interests to ensure that all additional insured parties are covered as if they were all separately covered.

(9) The Contractor's policies, either in the policies or in the endorsements, must contain a provision that the legal defense provided to the Authority and the County will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.

(10) The Contractor's policies will not limit in any way the Contractor's duties to defend, indemnify, and hold harmless the Authority and the County and those parties' officers, employees, agents, consultants, subcontractors, and representatives, as set forth herein.

(c) Before commencing work, the County will require the Contractor to deliver copies of the insurance policies and endorsements required under this MOU to the County, and the Contractor will provide all requisite evidence that the insurance required under this MOU is in full force and effect.

(d) The County will require the Contractor to release, defend, indemnify, protect, and hold harmless the Authority, the County, and their officers, agents, representatives, employees, or contractors, and such duties include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured. The Authority's receipt of any certificates, policies, or endorsements required under this MOU will not in any way affect the Contractor's duties and obligations to maintain the insurance required under this MOU. The County must require all of the Contractor's subcontractors to purchase and maintain the same insurance with the same conditions and terms required of the Contractor under this MOU.

ARTICLE XI. REIMBURSEMENT OF COSTS

Section 11.01 MOBILITY IMPROVEMENTS. The Authority will reimburse the County for salaries, services, and/or related costs and expenses for the construction of the Mobility Improvements based on the bids received from the County for the work allocated to the Authority Responsibility.. The County will review and adjust the Development Plan Summary Form as necessary to match the construction bid amounts.

Section 11.02 OTHER PROJECT FUNDING. The County will cooperate with the Authority if the Authority pursues alternative funding sources for the Mobility Improvements.

ARTICLE XII. TERM AND TERMINATION

Section 12.01 TERM. This MOU will commence on the Effective Date and will terminate upon the completion of construction of the Comprehensive Project.

Section 12.02 TERMINATION. The Parties may mutually agree in writing to terminate this MOU prior to the end of the term described in Section 12.01.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.01 INTENT AND PROCEDURE. The Parties will cooperate and use their best efforts to ensure that the various provisions of this MOU 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 MOU. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

Section 13.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, the mediator shall be selected by the American Arbitration Association (“AAA”) in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or on-going relationship with either Party. The Parties agree that only one (1) mediator shall be selected as the AAA mediator, if applicable, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 13.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the preceding section, the Parties may litigate the matter.

Section 13.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 13.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this MOU, or arising out of, under, or in any connection with this MOU, or with respect to any course of conduct, course of dealing, statements (whether oral or written), or actions of any party hereto relating to this MOU. This provision is a material inducement for all Parties entering into this MOU. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE XIV. MISCELLANEOUS

Section 14.01 COMPLETE AGREEMENT. This MOU 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 14.02 COUNTERPARTS. This instrument may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 14.03 AMENDMENTS. This MOU 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 MOU.

Section 14.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU 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 MOU.

Section 14.05 FORCE MAJEURE. Neither the Authority nor the County will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism.

Section 14.06 AUTHORIZED REPRESENTATIVES. The Authority and County each hereby designates the following individual as its initial authorized representative, respectively, to administer this MOU on its respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) County Representative: Kyle Litchy, Cass County Engineer

Section 14.07 NOTICE.

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

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

4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104

(c) All notices to the County will be marked as regarding the Mobility Improvements and will be delivered to the following address or as otherwise directed by the County Representative:

1201 Main Avenue West
West Fargo, North Dakota, 58078

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

Section 14.08 GOVERNING LAW. This MOU will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 14.09 CONFLICT WITH OTHER MOU. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Authority and the County for work regarding other aspects of the Comprehensive Project.

Section 14.10 JOINT POWERS AGREEMENT. Nothing in this MOU is intended to conflict with the terms and conditions of the Joint Powers Agreement; rather, the terms and conditions set forth herein are intended to supplement the Joint Powers Agreement. In the event the terms and conditions described in this MOU conflict with the Joint Powers Agreement, the Joint Powers Agreement will control.

Section 14.11 ELECTRONIC SIGNATURES. The Authority and the County agree that an electronic signature to this MOU will be valid as an original signature of the Authority or the County and shall be effective to bind the signatories of this MOU.

IN WITNESS WHEREOF, the Authority and the County caused this MOU 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 MOU on the ____ day of _____, 2025.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for Cass County, North Dakota

The governing body of Cass County, North Dakota, approved this MOU on the ____ day of _____, 2025.

CASS COUNTY, NORTH DAKOTA

By: _____
Tony Grindberg, Chair of the Board of
County Commissioners

ATTEST:

Sarah Heinle, Finance Director

Exhibit A

Mobility Improvements

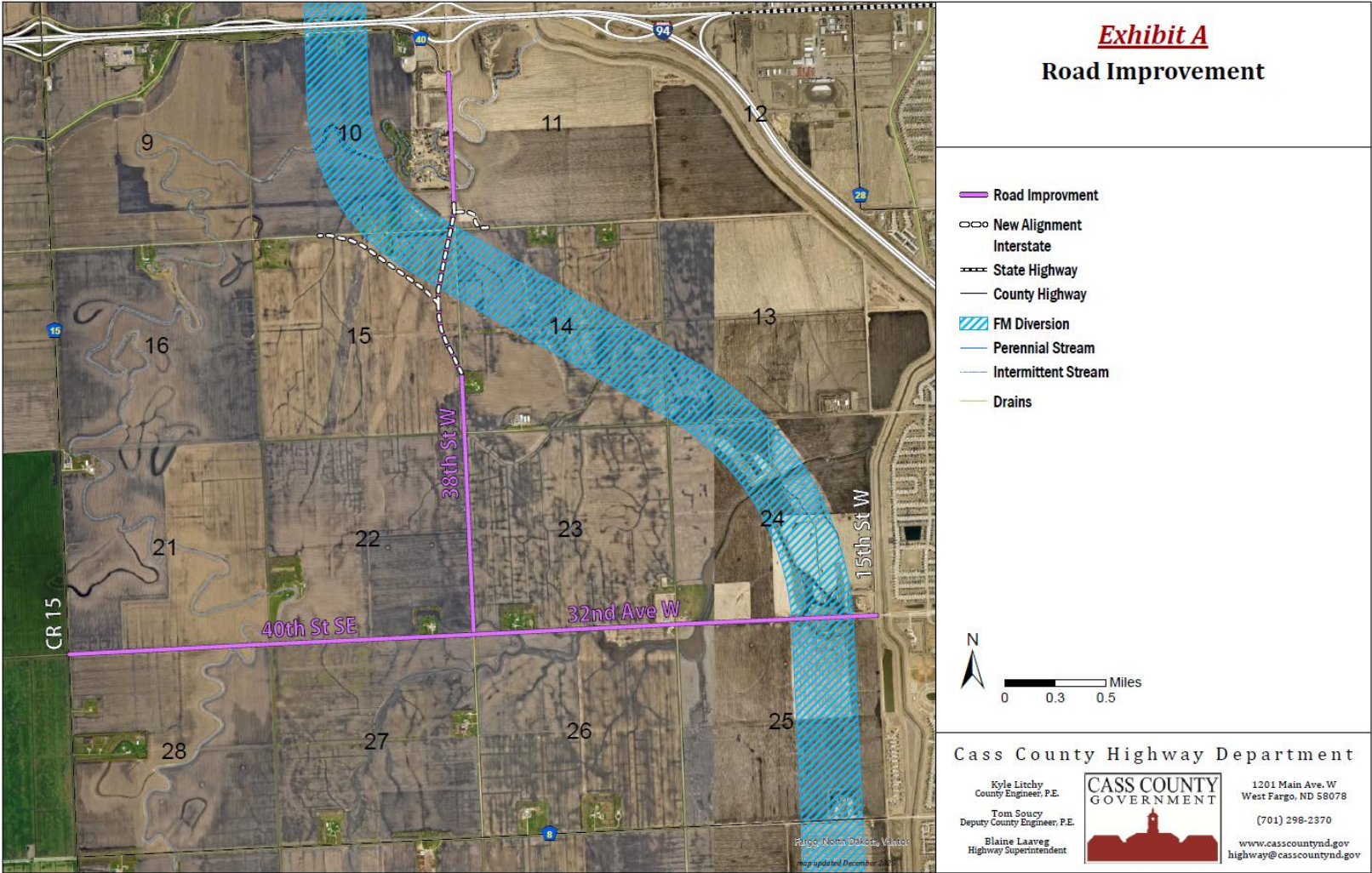


Exhibit B
Reconstruction Standards

Typical Section	Design Speed	Right of Way	Graded Roadbed	Gravel Surface	Asphalt	Turn Lanes	Minimum Section Thickness	Access Controls	Bike/Ped Facilities
Two-Lane Township Gravel Section	55 mph	100 feet	28 feet	24 feet	N/A	No	4 inches gravel	¼ mile spacing	Not applicable

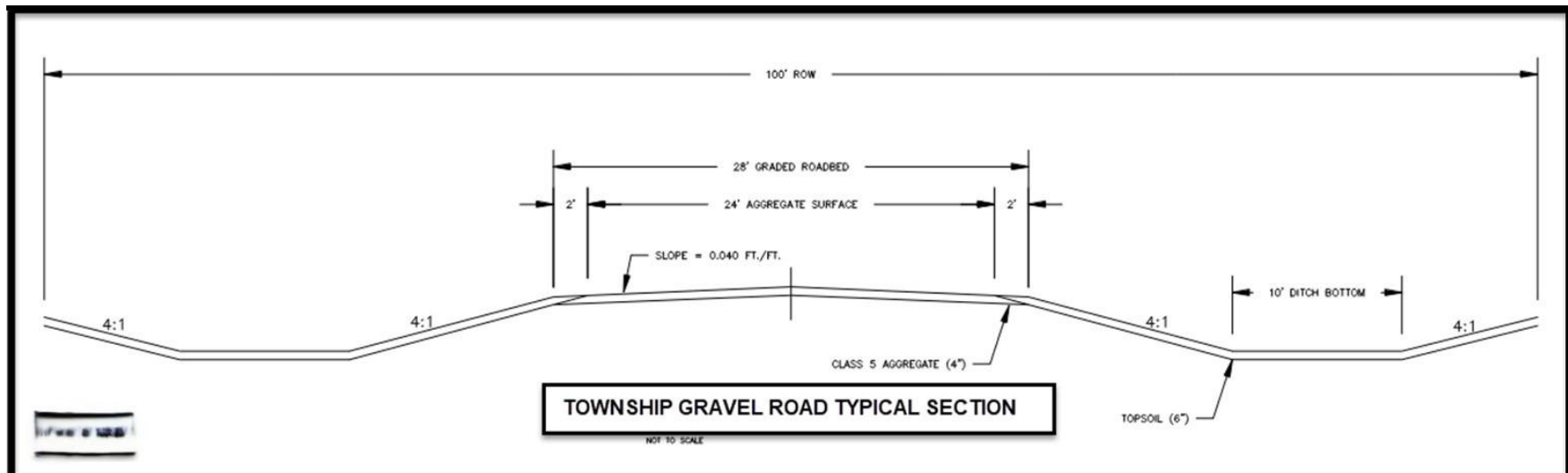


Exhibit C

Development Plan Summary Sheet

(Please see the following two (2) pages.)



**METRO
FLOOD
DIVERSION
AUTHORITY**

Development Plan Summary Sheet

Contract Number _____

Project Name _____

Member Entity _____

Date Submitted: _____ Member Entity Contact _____

Design Services

Approach: ☐ Competitive ☐ Existing Firm: _____ Contract value: _____

Subconsultants

Services

Estimated Cost for Design Professional Services (A)

\$ _____

Start of Design: _____

Design Completion: _____

Property Acquisition

Estimated Cost for Property Acquisition (B)

\$ _____

Estimated Cost for Property Acquisition Services (C)

\$ _____

Start of Property Acquisition: _____

Acquisition Complete: _____

Property Acquisition Needed by: _____

Construction

Estimated Cost for Construction (D)

\$ _____

Start of Construction: _____

Construction Complete: _____

Construction Services

Approach: ☐ Competitive ☐ Existing Firm: _____ Contract value: _____

Subconsultants

Services

Estimated Cost for Construction Professional Services (E) \$ _____

ESTIMATED TOTAL PROJECT COST (A+B+C+D+E)

\$ _____

CONTINGENCY (10%)

\$ _____

FY20 TOTAL PROJECT BUDGET AMOUNT:

\$ _____

☐

Compliant with (Member entity)

procurement and/or purchasing procedures.

☐

Compliant with WIFIA requirements.



Development Plan Summary Sheet for Construction

Contract Number _____

Project Name _____

Member Entity _____

Date Submitted: _____ Member Entity Contact _____

Construction

Contractor _____

Contract Value \$ _____

Change Order __: _____

Change Order __: _____

Change Order __: _____

Change Order __: _____

Subconsultants

Services

Start of Construction: _____

Construction Complete: _____

FY20__ TOTAL PROJECT BUDGET AMOUNT: \$ _____
 _____ Compliant with (Member entity) _____ procurement and/or purchasing procedures.
 _____ Compliant with WIFIA requirements.



Diversion Authority Finance Committee Meeting

December 17, 2025

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/Estimate (\$)
Master Services Agreement (MSA) – New Master Services Agreement for Consulting Services from January 1, 2026, through December 31, 2030. The new MSA is required as the existing MSA expires on December 31, 2025.	Houston-Moore Group, LLC	\$0.00
Services Agreement (SA) – Amendment 1 – Amend the Services Agreement to extend the period of performance to December 31, 2028. This amendment also adds the scope of work and associated fee for the continued development of the Crop Insurance Program.	Watts and Associates, Inc	\$237,307.44

Executive Director

Contracting Recommendation



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

Houston-Moore Group, LLC Master Services Agreement (MSA) 2026-2030 Consulting Services	\$0.00
<ul style="list-style-type: none">• New Master Service Agreement 2026 to 2030	

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 Directors and the Executive Director. Deputy Executive Directors will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review. The Executive Director shall thereafter submit the Task Order and Task Order Amendments along with the recommendation to the Finance Committee for review. The Finance Committee will submit its recommendation to the Diversion Authority Board for review and approval.

3 Reason why it is required:

Houston-Moore Group, LLC (HMG) entered into an agreement with the Metro Flood Diversion Authority to provide engineering services for the FM Diversion Project. Detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the Diversion Authority under the MSA or through the Diversion Authority’s designated Project Consultant.

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 6 of the Master Professional Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and Houston-Moore Group, LLC (the “Consultant”) dated January 1, 2026 (the “Agreement”), the Authority and the Consultant 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
MSA	0.00	0.00	1/1/2026	12/31/2030	Budget is given to specific Task Orders that fall under this MSA with HMG.

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

Year	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$_)	Comments
MSA	SW-1160 TO-101	0.00	0.00	0.00	0.00	Budget is given to specific Task Orders and cost account codes that fall under this MSA with HMG.
MSA	SW-1165 TO-102	0.00	0.00	0.00	0.00	Budget is given to specific Task Orders and cost account codes that fall under this MSA with HMG.
Totals		0.00	0.00	0.00	0.00	

6 Attachments:

- Master 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: 12/8/2025

Executive Director

Contracting Recommendation



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

Watts and Associates, Inc Services Agreement - Amendment 1-R1 Crop Insurance Product Development Services	\$237,307.44
<ul style="list-style-type: none"> • Scope of services and fee for development of the Crop Insurance Program to be completed in 2026. • Extend Period of Performance to December 31, 2028. 	

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 Services Agreements (SA) and submit them to the Executive Directors and the Executive Director. Deputy Executive Directors will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review. The Executive Director shall thereafter submit the Task Order and Task Order Amendments along with the recommendation to the Finance Committee for review. The Finance Committee will submit its recommendation to the Diversion Authority Board for review and approval.

3 Reason why it is required:

The Owner and Watts and Associates, Inc (WA) is to enter into a Services Agreement to provide crop insurance product development services for the Metro Flood Diversion Authority.

The amendment defines the scope of services and associated fees for developing the Crop Insurance Program, scheduled for completion in 2026, and extends the performance period through December 31, 2028.

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 1 of the Services Agreement Amendment 1 by and between the Metro Flood Diversion Authority (the “Authority”) and Watts and Associates, Inc (the “Consultant”) dated January 1, 2026 (the “Agreement”), the Authority and the Consultant 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	485,000.00	4/23/2020	8/31/2025	Crop Insurance
SA-A1	237,307.44	722,307.44	1/1/2026	12/31/2028	Additional budget for 2026

5 Financial considerations:

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

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

Table 2 – Estimated Project Budget December 2025 to December 2025

Line Item	Description	Qty	Unit	Price
0001	Crop Insurance Arbitration (FFP)	1	EA	36,233.48
0002	Stakeholder Communications Procedures (FFP)	1	EA	15,999.17
0003	Crop Adjuster Compensation (FFP)	1	EA	18,699.64
0004	Loss Coverage Decision Tree (FFP)	1	EA	22,616.25
0005	Cover Crop Integration with MPCl (FFP)	1	EA	23,632.45
0006	Federal Crop Insurance Stakeholder education (FFP)	1	EA	61,661.79
0007	Legal Impact Analysis of MPCl Interaction (FFP)	1	EA	37,918.29
0008	Sugar Beet Impact Analysis and Allocation of Acres (FFP)	1	EA	13,92.38
0009	Travel (T & M) one Trip/4 Travelers	1	EA	7,484.00
TOTAL				237,307.44

Table 3 – Summary of Annual Budget Allocation – Per Year

Year	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2022-2025	SW-1170	485,000.00	485,000.00	461,174.80	23,825.20	Remaining budget carried forward
2026	SW-1170	237,307.44	237,307.44	0.00	237,307.44	Initial Budget for 2026
2027	SW-1170	TBD	TBD	0.00	TBD	
2028	SW-1170	TBD	TBD	0.00	TBD	
Totals		722,307.44	722,307.44	461,174.80	261,132.64	

6 Attachments:

- Services Agreement 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: 12/11/2025

Schedule Budget Categories	Program Estimate At Completion (EAC) (2022\$)	Program Actual Cost thru Nov- 2025	Balance Remaining	Current FY 2025 Budget	FY2025 Actual Cost through Nov- 2025	Balance Remaining	DRAFT FY2026 Cash Budget Version 3	FY2026 Cash Budget FINAL Approved
Channel / P3	\$ 96,400,001	\$ 80,310,827	\$ 16,089,173	\$ 12,588,000	\$ 12,231,447	\$ 356,553	\$ 11,891,500	\$ 11,891,500
Management, Legal, Financial, Procurement	\$ 96,400,001	\$ 80,310,827	\$ 16,089,173	\$ 12,588,000	\$ 12,231,447	\$ 356,553	\$ 11,891,500	\$ 11,891,500
Milestone Payments to the Developer	\$ 867,046,760	\$ 97,671,627	\$ 769,375,133	\$ 233,655,150	\$ 96,424,867	\$ 137,230,283	\$ 774,231,710	\$ 774,231,710
Payments to the Developer	\$ 867,046,760	\$ 97,671,627	\$ 769,375,133	\$ 233,655,150	\$ 96,424,867	\$ 137,230,283	\$ 774,231,710	\$ 774,231,710
Other Mitigation / Construction	\$ 37,446,233	\$ 36,670,683	\$ 775,551	\$ -	\$ -	\$ -	\$ 710,000	\$ 710,000
WP-43 Oxbow-Hickson-Bakke	\$ 28,976,326	\$ 28,947,695	\$ 28,631	\$ -	\$ -	\$ -	\$ -	\$ -
WP-28 - Cass County Road 16 and 17 Bridge	\$ 1,637,635	\$ 1,621,370	\$ 16,265	\$ -	\$ -	\$ -	\$ -	\$ -
WP-26 Diversion Inlet	\$ 70,000	\$ 65,026	\$ 4,974	\$ -	\$ -	\$ -	\$ -	\$ -
WP-27 Red River - West Embankment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-29 Red River - East Embankment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-30 Wild Rice River Control Structure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-31 I-29 Grade Raise	\$ 3,462,273	\$ 2,856,265	\$ 606,007	\$ -	\$ -	\$ -	\$ 710,000	\$ 710,000
WP-35 Red River Control Structure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-50 Phase II Demo	\$ 3,300,000	\$ 3,180,326	\$ 119,674	\$ -	\$ -	\$ -	\$ -	\$ -
ND / MN River Stage 37' Projects	\$ 213,300,001	\$ 186,649,397	\$ 26,650,604	\$ 26,500,000	\$ 10,209,325	\$ 16,290,675	\$ 17,400,000	\$ 17,400,000
WP-42 In-Town Levees	\$ 91,000,000	\$ 90,479,952	\$ 520,049	\$ -	\$ -	\$ -	\$ -	\$ -
Fargo- River Stage 37' Projects	\$ 107,300,001	\$ 96,169,446	\$ 11,130,555	\$ 26,500,000	\$ 10,209,325	\$ 16,290,675	\$ 15,000,000	\$ 15,000,000
Clay County - River Stage 37' Projects	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,400,000
Cass County - River stage 37' Projects	\$ 9,000,000	\$ -	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Lands and Impacted Property Mitigation	\$ 571,700,000	\$ 532,495,327	\$ 39,204,673	\$ 54,387,500	\$ 24,853,728	\$ 29,533,772	\$ 25,036,200	\$ 34,505,128
Management, Legal, Financial, Procurement	\$ 69,551,513	\$ 54,308,082	\$ 15,243,432	\$ 6,150,001	\$ 4,119,879	\$ 2,030,122	\$ 6,925,000	\$ 6,925,000
Diversion Channel & Assoc. Infrastructure	\$ 100,622,664	\$ 99,235,502	\$ 1,387,163	\$ -	\$ (3,500)	\$ 3,500	\$ -	\$ -
Southern Embankment & Assoc. Infrastructure	\$ 71,677,523	\$ 61,131,768	\$ 10,545,754	\$ 12,000,000	\$ 145,131	\$ 11,854,869	\$ 6,100,000	\$ 6,093,889
Mitigation & Assoc. Infrastructure (OHB)	\$ 106,011,994	\$ 104,236,201	\$ 1,775,794	\$ 211,000	\$ 23,017	\$ 187,983	\$ 201,000	\$ 201,000
WP-38 Upstream Staging	\$ 184,836,305	\$ 175,561,117	\$ 9,275,188	\$ 36,026,499	\$ 20,569,202	\$ 15,457,298	\$ 11,810,200	\$ 21,285,239
In-Town Flood Protection	\$ 39,000,000	\$ 38,022,658	\$ 977,342	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Construction Costs	\$ 263,929,999	\$ 206,942,494	\$ 56,987,505	\$ 27,606,000	\$ 20,972,767	\$ 6,633,233	\$ 27,769,400	\$ 27,769,400
Engineering & Design Fees	\$ 98,500,000	\$ 74,063,070	\$ 24,436,930	\$ 9,680,000	\$ 9,178,682	\$ 501,318	\$ 10,936,000	\$ 10,936,000
Management, Legal, Financial, Procurement	\$ 39,467,145	\$ 34,512,918	\$ 4,954,227	\$ 8,650,000	\$ 8,580,235	\$ 69,765	\$ 10,520,000	\$ 10,520,000
Work-In-Kind Programs (WIK) Studies	\$ 17,130,931	\$ 15,207,287	\$ 1,923,644	\$ 675,000	\$ 364,921	\$ 310,079	\$ 111,000	\$ 111,000
Indicative Design	\$ 7,185,225	\$ 7,126,537	\$ 58,688	\$ -	\$ -	\$ -	\$ -	\$ -
Land, Easements, ROW, Relocation & Disposal Areas	\$ 468,330	\$ 456,330	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
Permitting	\$ 7,173,122	\$ 5,198,806	\$ 1,974,316	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Certification	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
FMDA Detention Funding	\$ 721,568	\$ 721,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 23,353,680	\$ 10,839,625	\$ 12,514,055	\$ 350,000	\$ 233,527	\$ 116,473	\$ 300,000	\$ 300,000
Prog. Management/Legal/Financial/Procurement	\$ 165,429,999	\$ 132,879,424	\$ 32,550,575	\$ 17,926,000	\$ 11,794,085	\$ 6,131,915	\$ 16,833,400	\$ 16,833,400
Program Management Costs	\$ 103,245,658	\$ 83,124,672	\$ 20,120,987	\$ 8,176,000	\$ 7,520,006	\$ 655,994	\$ 8,097,000	\$ 8,097,000
Diversion Authority Operations	\$ 11,454,341	\$ 6,540,712	\$ 4,913,629	\$ 1,650,000	\$ 1,158,764	\$ 491,236	\$ 1,650,000	\$ 1,650,000
Program Financial Services	\$ 6,520,000	\$ 3,238,706	\$ 3,281,294	\$ 200,000	\$ 356	\$ 199,644	\$ 400	\$ 400
DA Legal Services	\$ 20,350,000	\$ 20,632,142	\$ (282,142)	\$ 2,500,000	\$ 1,088,671	\$ 1,411,329	\$ 2,525,000	\$ 2,525,000
CCJWRD Legal Services	\$ 16,860,000	\$ 13,381,939	\$ 3,478,061	\$ 4,690,000	\$ 1,630,364	\$ 3,059,636	\$ 4,000,000	\$ 4,000,000
Outreach Costs	\$ 7,000,000	\$ 5,961,253	\$ 1,038,747	\$ 710,000	\$ 395,923	\$ 314,077	\$ 561,000	\$ 561,000
DA Construction Contingency	\$ 163,900,000	\$ 29,503,236	\$ 134,396,764	\$ 20,994,850	\$ 20,353,210	\$ 641,640	\$ 51,015,000	\$ 56,015,000
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities)	\$ 17,600,000	\$ -	\$ 17,600,000	\$ -	\$ -	\$ -	\$ -	\$ -
System Wide Contingency and P3 Comp Events	\$ 95,900,000	\$ 27,160,804	\$ 68,739,196	\$ 20,894,850	\$ 20,344,850	\$ 550,000	\$ 50,975,000	\$ 55,975,000
Southern Embankment & Assoc. Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
In-Town Flood Protection	\$ 6,800,000	\$ 2,342,432	\$ 4,457,568	\$ 100,000	\$ 8,360	\$ 91,640	\$ 40,000	\$ 40,000
Land Acquisition	\$ 41,600,000	\$ -	\$ 41,600,000	\$ -	\$ -	\$ -	\$ -	\$ -
3rd Party MOU Mitigation	\$ 208,477,006	\$ 86,983,320	\$ 121,493,686	\$ 59,309,189	\$ 9,270,538	\$ 50,038,651	\$ 73,773,187	\$ 75,225,070
Channel - Utility Relocations & Other Mitigations	\$ 28,713,189	\$ 19,689,366	\$ 9,023,823	\$ 125,000	\$ 90,343	\$ 34,657	\$ 9,050,000	\$ 9,050,000
WP-40 Drayton Dam Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-41 Future Stream Mitigation- Surrounding Counties	\$ 89,000,000	\$ 35,367,605	\$ 53,632,395	\$ 450,000	\$ -	\$ 450,000	\$ 6,875,000	\$ 6,875,000
WP-46 SEAI / UMA Utility Relos	\$ 27,943,996	\$ 18,503,971	\$ 9,440,024	\$ 14,699,403	\$ 4,985,153	\$ 9,714,250	\$ 10,753,124	\$ 12,180,007
WP-47 Contracted Utility Relocations	\$ 11,448,964	\$ 4,025,469	\$ 7,423,495	\$ 5,685,000	\$ -	\$ 5,685,000	\$ 7,554,517	\$ 7,554,517
WP-52 Township & City MOU Agreements	\$ 51,370,858	\$ 9,396,909	\$ 41,973,948	\$ 38,349,786	\$ 4,195,041	\$ 34,154,745	\$ 39,540,546	\$ 39,565,546
Net Current Interest / Financing Fees Paid	\$ 75,700,000	\$ 62,569,135	\$ 13,130,865	\$ 6,540,000	\$ 5,974,982	\$ 565,018	\$ 6,525,000	\$ 10,525,000
P3 Reserve Fund	\$ 16,100,000	\$ -	\$ 16,100,000	\$ -	\$ -	\$ -	\$ -	\$ -
WIFIA/ SRF DSRA Funding	\$ 15,100,000	\$ -	\$ 15,100,000	\$ -	\$ -	\$ -	\$ -	\$ -
DA Payment to USACE	\$ 70,700,000	\$ 53,159,000	\$ 17,541,000	\$ -	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance - MFDA Property	\$ 4,904,654	\$ 551,142	\$ 4,353,512	\$ 325,000	\$ 143,217	\$ 181,783	\$ 321,000	\$ 321,000
Operations & Maintenance - SEAI / OHB / Other Infrastructure	\$ 9,995,346	\$ -	\$ 9,995,346	\$ -	\$ -	\$ -	\$ 3,750,000	\$ 3,750,000
Debt Service Total	\$ 330,300,001	\$ 12,002,363	\$ 167,997,638	\$ 6,200,000	\$ 6,210,000	\$ (10,000)	\$ 6,200,000	\$ 6,200,000
Well Fargo Loan Repayment	\$ 150,300,000	See Note Below	\$ -	\$ -	\$ -	\$ -		
Temporary Refunding Improvement Bonds Repayment	\$ 180,000,001	\$ 12,002,363	\$ 167,997,638	\$ 6,200,000	\$ 6,210,000	\$ (10,000)	\$ 6,200,000	\$ 6,200,000
A		B	C					
Grand Totals	\$ 2,945,000,000	\$ 1,385,508,551	\$ 1,409,191,449	\$ 448,105,689	\$ 206,644,081	\$ 241,461,608	\$ 996,972,997	\$ 1,016,893,807

A-B \$ 1,559,491,449
C-(A-B) \$ (150,300,000) Wells Fargo Pay off using TRIBS Loan - thus no actual cost incurred

Funding Sources	FY2026 Budget
Fargo Sales Tax	\$ 44,000,000
Cass County Sales Tax	\$ 22,750,000
Temporary Sales Tax Bonds	\$ 220,000,000
Cash On Hand	\$ 130,460,107
Legacy	\$ -
SRF	\$ 15,000,000
WIFIA Draws	\$ 569,000,000
Reimbursements	\$ 25,000
Farm Lease & Rental Property Payments	\$ 550,000
Asset Sales	\$ 1,000,000
Investment Income	\$ 7,500,000
Miscellaneous	\$ 100,000
Draws from Horace Infrastructure Escrow account	\$ 4,508,700
Draws from BRRWD Escrow account	\$ 2,000,000
Total Sources	\$ 1,016,893,807
Final - FY2026 Budget	\$ 1,016,893,807
Check	\$ -

Member _____ introduced the following resolution and moved its adoption:

**METRO FLOOD DIVERSION AUTHORITY
RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AMENDED AND RESTATED ICE ADVANCE AGREEMENT**

WHEREAS, the Metro Flood Diversion Authority (the “Authority”) and Red River Valley Alliance, LLC, (the “Developer”) previously entered into the Project Agreement, dated August 19, 2021 (as amended from time to time, the “Project Agreement”); and

WHEREAS, the Developer and ASN Constructors (the “D&C Contractor”) also entered into a Design and Construction Contract, dated as of August 19, 2021 (as amended from time to time, the “D&C Contract”); and

WHEREAS, in connection with the settlement of all disputes and claims between the Parties, the Parties are anticipating the future execution of certain additional Implementing Agreements, including a Settlement Agreement, an Amended and Restated Project Agreement, an Amended and Restated D&C Contract, a Tolling Agreement, and the ICE Advance Agreement (collectively, the “Additional Agreements”), pursuant to the Binding Statement of Principles dated as of July 3, 2025 (the “Statement of Principles”); and

WHEREAS, pursuant to the Statement of Principles, the Parties agreed to proceed in Good Faith to negotiate and execute the Additional Agreements, including the ICE Advance Agreement, dated July 3, 2025 (“Original ICE Advance Agreement”); and

WHEREAS, pursuant to the ICE Advance Agreement, the Developer may submit Notices of Certification issued by the Developer, certifying that certain individual Pay Units are Qualified Pay Units as defined herein, for partial early payment, subject to the maximum aggregate payment limitations set forth herein; and

WHEREAS, following execution of the Original ICE Advance Agreement, the Parties identified a discrepancy between the stated Maximum Advance Payment Account Value and the intended aggregate amount of Advance Payments available for disbursement thereunder; and

WHEREAS, the Parties now desire to amend and restate the Original ICE Advance Agreement in its entirety in order to clarify that the Maximum Advance Payment Account Value represents ninety million dollars (\$90,000,000) or eighty percent (80%) of the Revolving Pay Unit Submission Limit of one hundred twelve million five hundred thousand dollars (\$112,500,000) to ensure the Pay Unit submission process continues to progress seamlessly, together with other conforming and clarifying revisions; and

NOW THEREFORE, BE IT RESOLVED by the governing body of the Metro Flood Diversion Authority:

1. The Diversion Authority Board hereby approves the AMENDED AND RESTATED INTERIM COMPLETION ELEMENT (ICE) ADVANCE AGREEMENT as presented at this meeting and which is attached hereto as **Exhibit A**.

2. The Diversion Authority Board hereby authorizes its Executive Director and Chair to execute the AMENDED AND RESTATED ICE ADVANCE AGREEMENT.
3. This Resolution shall take effect immediately upon adoption.

Adopted: December 18, 2025

METRO FLOOD DIVERSION
AUTHORITY

Tony Grindberg, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following voted in favor thereof: _____.

The following were absent and not voting: _____. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

AMENDED AND RESTATED ICE ADVANCE AGREEMENT

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

RED RIVER VALLEY ALLIANCE, LLC

and

ASN CONSTRUCTORS

Dated as of December 18, 2025

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ICE ADVANCE AGREEMENT

This Amended and Restated Interim Completion Element Advance Agreement (this “ICE Advance Agreement”) is entered into as of December 18, 2025 (the “ICE Agreement Effective Date”), by and among the Metro Flood Diversion Authority, a North Dakota political subdivision (the “Authority”), Red River Valley Alliance, LLC, a Delaware limited liability company (the “Developer”) and ASN Constructors, an unincorporated joint venture (the “D&C Contractor”). The Authority, the Developer and the D&C Contractor are each referred to herein individually as a “Party,” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Project Agreement.

WHEREAS, the Authority and Developer previously entered into the Project Agreement, dated August 19, 2021 (as amended from time to time, the “Project Agreement”); and

WHEREAS, the Developer and the D&C Contractor also entered into a Design and Construction Contract, dated as of August 19, 2021 (as amended from time to time, the “D&C Contract”); and

WHEREAS, in connection with the settlement of all disputes and claims between the Parties, the Parties are anticipating the future execution of certain additional Implementing Agreements, including a Settlement Agreement, an Amended and Restated Project Agreement, an Amended and Restated D&C Contract, a Tolling Agreement, and the ICE Advance Agreement (collectively, the “Additional Agreements”), pursuant to the Binding Statement of Principles dated as of July 3, 2025 (the “Statement of Principles”); and

WHEREAS, pursuant to the Statement of Principles, the Parties agreed to proceed in Good Faith to negotiate and execute the Additional Agreements, including the ICE Advance Agreement, dated July 3, 2025 (“Original ICE Advance Agreement”); and

WHEREAS, pursuant to the ICE Advance Agreement, the Developer may submit Notices of Certification issued by the Developer, certifying that certain individual Pay Units are Qualified Pay Units as defined herein, for partial early payment, subject to the maximum aggregate payment limitations set forth herein; and

WHEREAS, following execution of the Original ICE Advance Agreement, the Parties identified a discrepancy between the stated Maximum Advance Payment Account Value and the intended aggregate amount of Advance Payments available for disbursement thereunder; and

WHEREAS, the Parties now desire to amend and restate the Original ICE Advance Agreement in its entirety in order to clarify that the Maximum Advance Payment Account Value represents ninety million dollars (\$90,000,000) or eighty percent (80%) of the Revolving Pay Unit Submission Limit of one hundred twelve million five hundred thousand dollars (\$112,500,000) to ensure the Pay Unit submission process continues to progress seamlessly, together with other conforming and clarifying revisions;

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

1. RELATIONSHIP OF THE PARTIES. Nothing in the Project Agreement creates any contractual relationship between the Authority and any contractor, including the D&C Contractor. This ICE Advance Agreement does not create a contractual relationship between or among the Parties, except for the limited agreement expressly set forth herein. This ICE Advance Agreement does not impose any obligation or liability upon any Party, except for the limited agreement expressly set forth herein. The Developer and the D&C Contractor agree that this ICE Advance Agreement does not impose any obligation or other liability upon any Authority-Related Entity, including its Member Entities, to any contractor, including the D&C Contractor, or any of its employees. The Developer shall exercise any permissive right set forth in this ICE Advance Agreement, if requested by the D&C Contractor. If the Developer exercises a permissive right under this ICE Advance Agreement, whether or not at the request of the D&C Contractor, the D&C Contractor shall provide all information and documentation requested by the Developer in order to allow the Developer to exercise such right.
2. DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Project Agreement or in this ICE Advance Agreement and as defined in this Section, unless a different meaning clearly applies from the context.

“Advanced Payment” shall equal the Qualified Percentage of the applicable Additional Milestone Payment.

“Excess Submission Value” shall mean the remainder value of Pay Units submitted by the Developer for Advance Payment through the provisions of this ICE Advance Agreement which results in the total aggregate value of total Pay Units submitted by the Developer exceeding the Maximum Advance Payment Account Value, while remaining below the Revolving Pay Unit Submission Limit.

“Maximum Advance Payment Account Value” shall mean eighty percent (80%) of the Revolving Pay Unit Submission Limit or ninety million dollars (\$90,000,000).

“Qualified Pay Units” means a Pay Unit for which the Developer has submitted both (i) the sixty (60) day notice as set forth in Section 16.1(a) of the Project Agreement for all Buildable Unites within the Pay Unit; and (ii) a certificate, in substantially the same form as **Exhibit I** to this ICE Advance Agreement, by the Developer confirming that the Construction Work excluding Punch List items with respect to such Pay Unit is reasonably expected to be completed in accordance with PSSU (based upon PBS3-R2) within one hundred twenty (120) days of the submission of the sixty day notice pursuant to Section 16.1(a) of the Project Agreement.

“Qualified Percentage” shall mean eighty percent (80%) of the value of an Additional Milestone Payment submitted for advance payment under this ICE Advance Agreement.

“Remaining Percentage” shall mean twenty percent (20%) of the value of an Additional Milestone Payment submitted for advance payment under this ICE Advance Agreement.

“Revolving Pay Unit Submission Limit” shall mean the maximum aggregate of Pay Units for which the Developer may request Advance Payment for at any one time during the term of this ICE Advance Agreement, which shall be one hundred twelve million five hundred thousand dollars (\$112,500,000).

3. CONFLICT WITH THE PROJECT AGREEMENT. If there is any conflict between the terms and conditions of this ICE Advance Agreement and the terms and conditions of the Project Agreement, the terms and conditions of the Project Agreement shall prevail. The Project Agreement, including any amendments thereto, is incorporated by reference herein.
4. TERM. This ICE Advance Agreement shall become effective on the ICE Agreement Effective Date and shall terminate upon the occurrence of Substantial Completion or the termination of the Project Agreement, whichever event occurs first.
5. PROCEDURE FOR DEVELOPER TO REQUEST ADVANCED PAYMENT. On the first Business Day following the first (1st) and fifteenth (15th) day of each and every Month of this ICE Advance Agreement, the Developer may submit to the Authority a list of Qualified Pay Units for which it requests Advanced Payment. As part of the list of Qualified Pay Units, the Developer bears the burden of demonstrating that each Pay Unit is a Qualified Pay Unit and will submit any and all information requested by the Authority to support its request. At a minimum, the Developer, or the D&C Contractor on behalf of the Developer, must provide the following:
 - (i) The Pay Unit for which Advanced Payment is requested;
 - (ii) A certificate indicating the Developer will provide the applicable Certificate of the Interim Completion in accordance with the Project Agreement;
 - (iii) Written certification by the D&C Contractor to the Authority and the Developer that currently no amounts due and payable to any Contractor or Supplier remain unpaid with respect to the Work performed prior to the date of the request for Advance Payment with respect to the Qualified Pay Units as to which such Advance Payment is requested;
 - (iv) Written certification by the D&C Contractor to the Authority and the Developer that the Work performed prior to the date of the request for Advance Payment with respect to the Qualified Pay Units as to which such Advance Payment is requested is free and clear of any liens or claims; and
 - (v) Copies of contingent lien waivers, in form and substance reasonably satisfactory to the Authority, from each Contractor with a Contract of five hundred thousand dollars (\$500,000) or more in value, individually or in aggregate, as necessary to support the Developer's certification required by Section 23.3(a)(iv) of the Project Agreement or, if the Developer is unable to obtain all such waivers, a letter of credit or bond, in form and substance reasonably satisfactory to the Authority, to protect the Authority and the Project from any liens and claims arising out of or in connection with the performance of the Work performed prior to the date for which Advanced Payment is requested with respect to the Qualified Pay Units as to which such Advance Payment is requested.
6. PAY UNITS SUBMISSION LIMITATION. The Revolving Pay Unit Submission Limit pursuant to this ICE Advance Agreement shall be limited to one hundred twelve million five hundred thousand dollars (\$112,500,000). The Parties intend to create a revolving Advanced Payment mechanism for which the Developer may submit Qualified Pay Units equal to the Revolving Pay Unit Submission Limit, one hundred twelve million five hundred thousand dollars

- (\$112,500,000), on a revolving basis with the Excess Submission Value not being eligible for Advance Payment until the Series B Invoice for Pay Units within the Maximum Advance Payment Account Value has received Advance Payment. For clarity, the Revolving Pay Unit Submission Limit reflects the total aggregate value of the Pay Units submitted by the Developer for Advance Payment under this ICE Advance Agreement, however the value of Advance Payments that the Developer is eligible for, with respect to submitted Pay Units at any one time during the term of this ICE Advance Agreement shall not exceed the Maximum Advance Payment Account Value (\$90,000,000), and Pay Units within the Excess Submission Value shall become eligible for Advance Payment as the preceding Pay Units are closed out. Once the Remaining Value of the Pay Unit has been released in accordance with Section 9 (Remaining Value of Pay Unit) of this ICE Advance Agreement, the Developer may submit another Qualified Pay Unit for Advance Payment provided that the total value of all Qualified Pay Units submitted for Advanced Payment does not exceed the Revolving Pay Unit Submission Limit.
7. PROCESSING OF DEVELOPER REQUESTS FOR ADVANCE PAYMENT. The Authority will review each request for Advance Payment by the Developer and will notify the Developer within five (5) Business Days if the Developer has submitted all the documentation required by this ICE Advance Agreement to receive Advance Payment and set forth in **Exhibits A through I** attached hereto (collectively, the “Required Submittals”). At any time after the Developer submits a request for Advance Payment, the Developer may submit an invoice (a “Series A Invoice”) to the Authority for payment of the Qualified Percentage of the applicable Additional Milestone Payment associated with the Qualified Pay Unit, identifying the Invoice as Pay Unit [●] Series A and identifying that Advance Payment is sought pursuant to the terms and conditions of this ICE Advance Agreement.
 8. PAYMENT OF ADVANCED PAYMENT. Subject to Section 5, 6, and 7 of this ICE Advance Agreement, the Authority will pay the Developer the Advance Payment within fifteen (15) Business Days of the submission of the Series A Invoice.
 9. REMAINING VALUE OF PAY UNIT. The Remaining Percentage of Qualified Pay Units shall be retained until (i) the Developer achieves Interim Completion of the Qualified Pay Unit in accordance with Section 16.1 of the Project Agreement; and (ii) the Developer satisfies all of the requirements (to the extent not previously met in connection with a submittal for an Advance Payment) for payment of the applicable Additional Milestone Payment in accordance with Section 23.2 of the Project Agreement, which is referred to herein as the “Remaining Percentage” of the Additional Milestone Payment Associated with the Qualified Pay Unit. Payment of the Remaining Percentage of the Qualified Pay Unit will be made in accordance with Section 23 of the Project Agreement if (i) the Developer complies with the Project Agreement sections set forth above and (ii) submits the invoice (a “Series B Invoice”) for the applicable Additional Milestone Payment associated with the Qualified Pay Unit, identifying the Invoice as Pay Unit [●] Series B and identifying that Advance Payment was made pursuant to the terms and conditions of this ICE Advance Agreement and that the remaining balanced is equal to the Remaining Percentage of the Qualified Pay Unit.
 10. NO MAJOR DEFECTS. The Developer shall not submit to the Authority any Qualified Pay Unit for Advanced Payment that contains any Work having a Major Defect. If, after submittal by the Developer to the Authority of any Qualified Pay Unit for Advanced Payment, the Authority provides written notice to the Developer that, in the reasonable judgment of the

Authority, any Work with respect to such Pay Unit contains a Major Defect that cannot be rectified prior to the date which is sixty (60) days after payment of the Advance Payment, the matter shall be referred to the Six Principals Team as described in the Statement of Principles for resolution and, if determined to be necessary, corrective action by the Developer, and the Developer shall be required to remove such Qualified Pay Unit from consideration for Advance Payment.

11. LEGAL REVIEW. The Parties have reviewed this ICE Advance Agreement and have had the opportunity to consult with their legal counsel regarding the terms and conditions set forth herein.
12. ACKNOWLEDGEMENT. Each of the Parties affirms and acknowledges that it has fully read this ICE Advance Agreement, appreciates, and understands the words, terms, conditions, and provisions of this ICE Advance Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or has had the opportunity to be, represented by legal counsel of its choice.
13. AUTHORIZED REPRESENTATIVES.
 - A. The Parties hereby designate the following individuals as their initial representatives, respectively, to administer this ICE Advance Agreement on their behalf:
 - (1) Authority Representative: Its Director of Engineering
 - (2) Developer Representative: Its Project Manager
 - (3) D&C Contractor Representative: Its Project Manager
 - B. The representatives shall be reasonably available to each other during the term of this ICE Advance Agreement and shall have the authority to issue instructions and other communications on behalf of the Party or Parties, respectively, and shall be the recipients of notices and other written communications from the other Parties pursuant to this ICE Advance Agreement, except as otherwise provided in this ICE Advance Agreement. However, such representatives shall not have the authority to make decisions or give instructions binding upon the Authority, the Developer, or the D&C Contractor, except to the extent expressly authorized by the Authority, the Developer, or the D&C Contractor, as the case may be, in writing.
 - C. In the event the Authority, the Developer, or the D&C Contractor designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative.
14. NOTICES. All notices under this ICE Advance Agreement shall be given in the same manner as set forth in the Project Agreement.
15. PROHIBITION OF ASSIGNMENT. The Prohibition of Assignment provisions of the Project Agreement shall govern this ICE Advance Agreement as fully set forth in Section 52 of the Project Agreement.

16. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL. This ICE Advance Agreement will be construed and enforced in accordance with the Project Agreement's Governing Law and Venue provisions as fully set forth in Section 56 of the Project Agreement.
17. SEVERABILITY. If any court of competent jurisdiction finds any provision or part of this ICE Advance Agreement to be invalid, illegal, or unenforceable, that portion will be deemed severed from this ICE Advance Agreement, and all remaining terms and provisions of this ICE Advance Agreement will remain binding and enforceable.
18. GOVERNMENTAL IMMUNITY. The Authority does not waive any governmental immunity or limitations of liability by entering into this ICE Advance Agreement and specifically retains all immunities and defenses as set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04 and all other applicable law. Nothing herein shall be deemed a waiver of governmental immunity by the Authority of the limits of the liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.
19. HEADINGS. Headings in this ICE Advance Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. COSTS AND ATTORNEYS' FEES. Each Party to this ICE Advance Agreement agrees that each shall bear its own costs and attorney's fees incurred in connection with the above referenced claims, including, without limitation, those incurred through the preparation and Effective of this binding and enforceable Statement of Principles, and further stipulate and agree that no Party shall be designated or considered a prevailing party for purposes of any award of attorney's fees and/or costs under any statute or otherwise.
21. AUTHORIZATION. The representatives of the Parties signing this ICE Advance Agreement each represent and acknowledge that they have each been duly authorized by the governing body of their respective entity to execute this binding and enforceable ICE Advance Agreement.
22. AMENDMENT. This ICE Advance Agreement may only be amended in a written instrument executed by all of the parties.
23. NO THIRD-PARTY BENEFICIARIES. Nothing in this ICE Advance Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this ICE Advance Agreement on any person or entity other than the Parties.
24. ELECTRONIC SIGNATURES; COUNTERPARTS. This ICE Advance Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[Signatures appear on the following pages.]

Agreed to and accepted this 28th day of December, 2025.

AUTHORITY:

METRO FLOOD DIVERSION AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

[Signatures continued on the following pages.]

Agreed to and accepted this ____ day of December, 2025.

DEVELOPER:

RED RIVER VALLEY ALLIANCE, LLC

By: _____
Luke Chenery, Developer Representative

[Signatures continued on the following page.]

Agreed to and accepted this ____ day of December, 2025.

ASN CONSTRUCTORS by its joint venture partners:

D&C CONTRACTOR:

ASN CONSTRUCTORS by its joint venture partners:

ACCIONA CONSTRUCTION USA, CORP

By: _____
Antonio Muñoz Garrido, North America Managing Director Construction, Acciona Construction
USA Corp. Representative

SHIKUN & BINUI- AMERICA INC

By: _____
James P. McNelis, CEO, Shikun & Binui USA Construction Representative

By: _____
Amir Zion, CFO, Shikun & Binui USA Construction Representative

NACG NORTH DAKOTA, INC.

By: _____
Jordan Slator, Chief Legal Officer, NACG North Dakota, Inc. Representative

[Remainder of page intentionally left blank.]

EXHIBIT A – FORM – ADVANCED PAYMENT REQUEST FOR PAY UNIT

**REQUEST OF
RED RIVER VALLEY ALLIANCE, LLC
(the “Developer”)**

TO: Metro Flood Diversion Authority (the “**Authority**”)

RE: Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the “**Project Agreement**”) and ICE Advance Agreement, dated as of [●], (the “**ICE Advance Agreement**”)

AND RE: Advanced Payment of ICExx-xxxxxxx – Pay Unit xx

DATED: xxxx xx, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer’s affairs and records and being duly authorized by the Developer to deliver this request, hereby requests for and on behalf of the Developer and without incurring personal liability, that:

The Pay Unit for which Advanced Payment is Requested

The Pay Unit for which Advanced Payment is requested is ICExx-xxxxxxx – Pay Unit xx.

[signature page follows]

**RED RIVER VALLEY ALLIANCE,
LLC**

Name:

Title:

Name:

Title:

EXHIBIT B – DEVELOPER CERTIFICATE OF INTERIM COMPLETION

**CERTIFICATE OF
RED RIVER VALLEY ALLIANCE, LLC**

SCHEDULE A (the “Developer”)

TO: Metro Flood Diversion Authority (the “**Authority**”)

RE: Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the “**Project Agreement**”) and ICE Advance Agreement, dated as of [●], (the “**ICE Advance Agreement**”)

AND RE: Advanced Payment of ICEXX-XXXXXX – Pay Unit XX

DATED: XXXX XX, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer’s affairs and records and being duly authorized by the Developer to deliver this certificate, hereby certify for and on behalf of the Developer and without incurring personal liability, that:

Delivery of the applicable Certificate of the Interim Completion

The Developer will provide the applicable Certificate of the Interim Completion in accordance with the Project Agreement.

[signature page follows]

**RED RIVER VALLEY ALLIANCE,
LLC**

Name:

Title:

Name:

Title:

EXHIBIT C – D&C CONTRACTOR CERTIFICATE OF NO DUE AMOUNT

**CERTIFICATE OF
ASN constructors**

(the “**D&C Contractor**”)

TO: Metro Flood Diversion Authority (the “**Authority**”) and RED RIVER VALLEY ALLIANCE, LLC (the “**Developer**”)

RE: Design and Construction Contract, dated as of August 19, 2021, between the D&C Contractor and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the “**Contract**”) and ICE Advance Agreement, dated as of [●], (the “**ICE Advance Agreement**”)

AND RE: Pay Unit XX, Pay Unit XX,...

DATED: Month DD, YYYY

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Design & Construction Contract and the ICE Advance Agreement.

The undersigned, being authorized signatories of the D&C Contractor and, as such, being familiar with the D&C Contractor’s affairs and records and being duly authorized by the D&C Contractor to deliver this certificate, hereby certify for and on behalf of the D&C Contractor and without incurring personal liability, that:

No amounts due and payable to any Contractor or Supplier remain unpaid with respect to the Work performed prior to the date of the request for Advance Payment with respect to Pay Units XX, XX and XX.

[signature page follows]

ASN CONSTRUCTORS

Name:

Title:

Name:

Title:

EXHIBIT D – D&C CONTRACTOR CERTIFICATE OF NO DUE AMOUNT

**CERTIFICATE OF
ASN Constructors
(the “D&C Contractor”)**

TO: Metro Flood Diversion Authority (the “**Authority**”) and RED RIVER
VALLEY ALLIANCE, LLC (the “**Developer**”)

RE: Design and Construction Contract, dated as of August 19, 2021, between the
D&C Contractor and the Developer with respect to the Fargo-Moorhead
Metropolitan Area Flood Risk Management Project - Diversion Channel and
Associated Infrastructure (the “**Contract**”) and ICE Advance Agreement,
dated as of [●], (the “**ICE Advance Agreement**”)

AND RE: Pay Unit XX, Pay Unit XX,...

DATED: Month DD, YYYY

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Design & Construction Contract and the ICE Advance Agreement.

The undersigned, being authorized signatories of the D&C Contractor and, as such, being familiar with the D&C Contractor’s affairs and records and being duly authorized by the D&C Contractor to deliver this certificate, hereby certify for and on behalf of the D&C Contractor and without incurring personal liability, that:

The Work performed prior to the date of the request for Advance Payment with respect to the Pay Units XX, XX and XX is free and clear of any liens or claims.

[signature page follows]

ASN CONSTRUCTORS

Name:

Title:

Name:

Title:

**EXHIBIT E – D&C CONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED
PAYMENT**

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by the D&C Contractor ("ASN Constructors" or "ASN") in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) **[PLACE BUILDABLE UNIT NUMBERS HERE]** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

**D&C CONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO
QUALIFIED PAY UNIT COMPLETION**

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): **[PLACE BUILDABLE UNIT NUMBERS HERE]**

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, _____ (herein the "**Undersigned**"), is the authorized agent for
ASN Constructors, the "**Releasing Party**";

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, the Releasing Party is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA), for the Project;

AND WHEREAS, ASN Constructors has determined that Additional Milestones with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and the ICE Advance Agreement.

NOW THEREFORE:

- (1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
- (2) **FOR GOOD AND VALUABLE CONSIDERATION,** the Releasing Party does hereby **WAIVE, RELEASE, AND FOREVER DISCHARGE** any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment, and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
- (3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.
- (4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against the Developer, the Authority, Cass County Joint Water Resource District, the State of North

Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.

- (5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.
- (6) The Releasing Party shall provide a D & C Contractor Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE):

PRINT NAME: |.....|

TITLE: |.....|

DATE: |.....|

STATE OF |.....|)
COUNTY OF |.....|) ss.

This record was acknowledged before me on |.....|, 20|...|, by |.....|, the
|.....| title), of and on behalf of ASN Constructors, a North Dakota Contractor.

Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

**EXHIBIT F – SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED
PAYMENT**

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by Subcontractor and submitted to the D&C Contractor ("ASN Constructors" or "ASN" in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) **[PLACE BUILDABLE UNIT NUMBERS HERE]** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

**SUBCONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO
QUALIFIED PAY UNIT COMPLETION**

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit(s):

BUILDABLE UNIT NUMBER(S): **[PLACE BUILDABLE UNIT NUMBERS HERE]**

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [_____] (herein the "**Undersigned**"), is the authorized agent
for [_____] the "**Releasing Party**";

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, ASN Constructors is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, the Releasing Party is performing Work for ASN Constructors on the Project.

AND WHEREAS, ASN Constructors has determined that Additional Milestones with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and the ICE Advance Agreement.

NOW THEREFORE:

- (1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
- (2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE, AND FOREVER DISCHARGE any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment, and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
- (3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.
- (4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District,

the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.

- (5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.
- (6) The Releasing Party shall provide a Subcontractor-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE):

PRINT NAME: |.....|

TITLE: |.....|

DATE: |.....|

STATE OF |.....|)
COUNTY OF |.....|) ss.

This record was acknowledged before me on |.....|, 20|.....|, by |.....|, the
|.....| title), of and on behalf of the entity defined above as the Releasing Party.

Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

**EXHIBIT G – SUB-TIER SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR
ADVANCED PAYMENT**

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

Subcontractor shall ensure that this form is completed and obtained from each sub-subcontractor of the Subcontractor for Work completed in order to meet the conditions required for Advanced Payment with respect to Buildable Unit Number(s) **[PLACE BUILDABLE UNIT NUMBERS HERE]** which are considered Qualified Pay Units under the ICE Advance Agreement. This completed form shall be submitted by Subcontractor to the D&C Contractor ("ASN Constructors" or "ASN") in accordance with the Project Agreement and ICE Advance Agreement, along with Subcontractor's completed Final Lien Waiver and Release of Lien for Advanced Payments with respect to Qualified Buildable Unit completion.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

**SUB-TIER SUBCONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCED PAYMENTS WITH
RESPECT TO QUALIFIED PAY UNIT COMPLETION**

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): *[PLACE BUILDABLE UNIT NUMBERS HERE]*

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [REDACTED] (herein the “**Undersigned**”), is the authorized agent for [REDACTED] the “**Releasing Party**”);

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, ASN Constructors is D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, [] the “Subcontractor”) is performing Work for ASN Constructors on the Project.

AND WHEREAS, the Releasing Party is performing Work for Subcontractor and/or ASN Constructors on the Project.

AND WHEREAS, ASN Constructors has determined that Advanced Payment with respect to Qualified Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payment with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and ICE Advance Agreement.

NOW THEREFORE:

- (1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advanced Agreement.
- (2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
- (3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.

- (4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against the Subcontractor, ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.
- (5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges the Subcontractor, ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have had, might now have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.
- (6) The Releasing Party shall provide a Sub-Tier Contractor-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE):

PRINT NAME: _____

TITLE: _____

DATE: _____

STATE OF (.....))
COUNTY OF (.....)) ss.

This record was acknowledged before me on |.....|, 20|.....|, by |.....|, the
|.....| (title), of and on behalf of the entity defined above as the Releasing Party.

Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

EXHIBIT H – SUPPLIER LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by Supplier and submitted to the D&C Contractor (“ASN Constructors” or “ASN”) in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) **[PLACE BUILDABLE UNIT NUMBERS HERE]** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all materials, equipment or supplies (collectively, the “Materials”) which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the “Project”). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

SUPPLIER - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): **[PLACE BUILDABLE UNIT NUMBERS HERE]**

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, _____ (herein the “**Undersigned**”), is the authorized agent
for _____ the “**Releasing Party**”;

AND WHEREAS, the Releasing Party provided materials, equipment or supplies for incorporation into, or improvements of, the Project.

AND WHEREAS, ASN Constructors is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, the Releasing Party has supplied ASN Constructors with materials, equipment or supplies for incorporation into, or improvements of, the Project.

AND WHEREAS, ASN Constructors has determined that with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and ICE Advance Agreement.

NOW THEREFORE:

- (1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
- (2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE, AND FOREVER DISCHARGE any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of materials, equipment or supplies provided at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A by the Releasing Party on or before the Effective Date.
- (3) The Releasing Party represents that it has been paid for all materials, equipment or supplies provided at the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A, on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier Suppliers for any and all materials, equipment or supplies provided on or before the Effective Date at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A.
- (4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District,

the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all materials, equipment or supplies provided on or before the Effective Date at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A.

- (5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or or the Project in relation to the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A, above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with the provision, on or before the Effective Date, of any and all materials, equipment or supplies to the premises/location and Buildable Unit described above and the Buildable Unit(s) identified in Attachment A.
- (6) The Releasing Party shall provide a Supplier-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE):

PRINT NAME: |.....|

TITLE: |.....|

DATE: |.....|

STATE OF |.....|)
COUNTY OF |.....|) ss.

This record was acknowledged before me on |.....|, 20|.....|, by |.....|, the
|.....| title), of and on behalf of the entity defined above as the Releasing Party.

Notary Public

Encl: Attachment A – Buildable Units (21 pages)

EXHIBIT I – DEVELOPER CERTIFICATE OF PAY UNIT COMPLETION

**CERTIFICATE OF
RED RIVER VALLEY ALLIANCE, LLC
(the “Developer”)**

TO: Metro Flood Diversion Authority (the “**Authority**”)

RE: Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the “**Project Agreement**”) and ICE Advance Agreement, dated as of [●], (the “**ICE Advance Agreement**”)

AND RE: Advanced Payment of ICExx-xxxxxxx – Pay Unit xx

DATED: xxxx xx, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer’s affairs and records and being duly authorized by the Developer to deliver this certificate, hereby certify for and on behalf of the Developer and without incurring personal liability, that:

The Construction Work excluding Punch List items with respect to Pay Unit xx, is reasonably expected to be completed in accordance with PSSU Month Year (based upon PBS3-R2) within one hundred twenty (120) days of the submission of the sixty day notice of the corresponding Interim Completion Element.

[signature page follows]

RED RIVER VALLEY ALLIANCE, LLC

Name:

Title:

Name:

Title: