



Board Agenda

Diversion Board of Authority

August 22, 2024 @ 3:30 p.m. CST

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

1. Call to Order
 - a. Roll Call of Members
2. Approve minutes from July 25, 2024
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
 - a. Finance Report [Attachment 01.00] (Pg. 8)
 - b. Voucher Approval [Attachment 02.00] (Pg. 33)
 - c. MOUs and Agreements [Attachment 03.00] (Pg. 58)
 - i. Comstock Lutheran Church & MFDA Clara Cemetery Agreement DA Board Approval Contract Actions [Attachment 03.01] (Pg. 60)
 - d. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 90)
 - i. Cass Rural Water User District – TO 12 Amendment 0 [Attachment 04.01] (Pg. 92)

REGULAR AGENDA:

5. Co-Executive Director Update
 - a. Approve MFDA Executive Director Application Screening & Interview Committee
[Attachment 05.00] (Pg. 94)
6. General Counsel Update
 - a. Resolution Authorizing Exchange of Temporary P3 Improvement Warrants (Authority)
[Attachment 06.00] (Pg. 97)
7. Construction Project Updates
 - a. USACE Project Update
[Attachment 07.00] (Pg. 99)
 - b. SWDCAI Project Update
[Attachment 08.00] (Pg. 101)

- c. Project Safety Update
[Attachment 09.00] (Pg. 102)
 - d. Drone Footage Video
 8. Communications Team Update
 9. Land Management Update
 - a. Property Acquisition Status Report
[Attachment 10.00] (Pg. 103)
 10. Finance Update
 11. Other Business
 - a. Co-Executive Director Interim Compensation
 - b. P3 Monthly Update
[Attachment 11.00] (Pg. 109)
 12. Closed executive session pursuant to N.D.C.C. § 44-04-19.1 (2) and (9) for Attorney Consultation and direction for negotiations regarding the dispute relating to Epoxy Coated Rebar and for a potential amendment to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure.
 13. Next Meeting: September 26, 2024
 14. Adjournment
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MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)



Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 PM – July 25, 2024

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on July 25, 2024. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chad Peterson, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council; Dave Piepkorn, Fargo City Commissioner; David Ebinger, Clay County Commissioner; Denise Kolpack, Fargo City Commissioner; Kevin Campbell, Clay County Commissioner; Mary Scherling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Larry Seljevold, Moorhead City Council and Rodger Olson, Cass County Joint Water Resource District.

Member(s) absent: Shelly Carlson, Mayor, City of Moorhead.

1. CALL TO ORDER

Mr. Grindberg called the meeting to order at 3:31 PM. Roll call was taken, and a quorum was present.

2. APPROVE MINUTES FROM THE JUNE 27, 2024, MEETING

MOTION PASSED

Mrs. Scherling moved to approve the minutes from the June 27, 2024, meeting and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.

3. APPROVE ORDER OF THE AGENDA

MOTION PASSED

Mayor Mahoney moved to approve the agenda as amended to include item 6. a., and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.

4. APPROVE CONSENT AGENDA

MOTION PASSED

Mrs. Scherling moved to approve the Consent Agenda and Ms. Kolpack seconded the motion. On a roll call vote, the motion carried.

5. CO-EXECUTIVE DIRECTORS UPDATE

a. Executive Director Search Process Update

i. Review & Approve MFDA Executive Director Position Description

Mr. Wilson provided an overview and summary of the “final” executive director position description that included input from the board and asked that it be approved as presented.

MOTION PASSED

Mr. Piepkorn moved to approve the executive director position description as presented and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

ii. Approve the Executive Director Search Process Schedule of Events

Mr. Wilson walked through the anticipated timeline for the recruitment of the executive director and indicated that if approved, it would be posted beginning on July 26, 2024, until September 6, 2024. The goal is to have the chosen candidate in place by December 1, 2024, and no later than January 15, 2025.

MOTION PASSED

Mayor Mahoney moved to approve the timeline as presented and Mrs. Scherling seconded the motion. On a roll call vote, the motion carried.

b. Approve an RFP Request for the MFDA Classification & Compensation Study

Mr. Redlinger provided an update on the MFDA position classification and compensation study and asked for approval to move forward with submitting the RFP.

MOTION PASSED

Mayor Mahoney moved to approve the submission of the RFP and Mr. Campbell seconded the motion. On a roll call vote, the motion carried.

6. General Counsel Update

a. Resolution to Take Immediate Action to Prevent the Unauthorized Disclosure of Confidential and Privileged Records, Data, and Statements by the Former Executive Director

Mr. Shockley provided an overview and summary of the above-referenced resolution for approval:

MOTION PASSED

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

7. CONSTRUCTION PROJECT UPDATES

a. USACE Project Update

Mr. Bakkegard provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024: Complete operating machinery corrections. 2025: Training and commissioning.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024: Complete operating machinery corrections; resolve punch list items. 2025: Training and commissioning.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 99% complete. Final inspection held 3 January 2024; turf establishment inspection pending. Planning for O&M documents and turnover is ongoing.

4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 58% complete. Construction completion date is 19 March 2026. Install of east and west embankment preloads ongoing. Tainter gate #1 rotation on 18 July.

5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Remaining seeding is in progress. Completion date for wetland establishment is 1 December 2027.

6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Willow plantings partially completed; remaining requires low water conditions.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 69% complete. Contractor mobilization to complete work is pending. Scheduled completion date is 13 October 2024.

8 FY2024 Contract Awards:

OHB Ring Levee: Awarded 22 February. Inspection trench and earthwork activities ongoing. Contract completion date is 31 August 2025.

Reach SE-1B: Awarded 27 February. Stripping, hauling, road subgrade work ongoing. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March. Stripping, inspection trench, embankment placement ongoing. Contract completion date is 30 October 2025.

Forest Mitigation: Bid protest is delaying contract work.

Reach SE-4: Contract awarded 28 May 2024 to PWS, Inc., Brooklyn Park, MN. Schedule of precon meeting pending.

9 Southern Embankment Design: Remaining Reaches:

SE-3: Final reviews underway Contract award: January 2025

SE-5: final reviews underway..... Contract award: January 2025

b. SWDCAI Project Update

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

New Features Under Construction

- Lower Rush River Inlet
- Channel Reach 10

30- to 60-Day Outlook

- Channel Reach 11
- Channel Reach 12
- Drain 21C Inlet
- Drain 50 Inlet
- SE-4

Misc. Highlights

- Channel Excavation
- BNSF KO
- I-94

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period June 1, 2024, to June 30, 2024, and reported that it was a good month with one minor recordable incident and two minor incidents that required first aid.

d. Drone Footage Video

A drone video highlighting the progress that has been achieved since June 2024 was viewed.

8. COMMUNICATIONS UPDATE

Ms. Willson provided the following Communications update:

Faces of the Diversion: Anthony Herman (drone project manager on ASN Constructors' survey team) released in July

Event Facilitation:

- Chamber Public Policy Committee Project Update
- Western States Water Council Tour

Construction Update Videos: Current Event videos on CR32 Crossing and Maple River Aqueduct

Media Relations:

- June Construction Update release

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 97.0% completion in the Construction Footprint
- 52.7% completion in the UMA Footprint
- 91.0% of the parcels in the Southern Embankment have been acquired
- 52.7% of the parcels in the Upstream Mitigation Area have been acquired
- 75.5% of the Environmental Easements have been signed
- 100.0% of the parcels in the Stormwater Diversion Channel have been acquired
- 100.0% of the Oxbow-Hickson-Bakke levee
- 100% MFDA constructed in-town levees and the Drayton Dam mitigation is completed

Key Activities:

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed 28 parcels / 3 owners
- 19 parcels in the UMA
- 3 parcels for I-29
- 3 parcels for SE-2B
- 3 parcels for OHB
- Completed the real estate certification for SE-2B
- Obtained final right-of-entry for surveying needs in Christine
- Retained appraisers for the Sheyenne River Benching Project and Christine flowage easements
- For Minnesota properties, vacate dates for owners of occupied structures
- Deadline in Clay County = April 1st, 2025
- Deadline in Wilkin County = June 1st, 2025

b. OINs 7249, 7247 AND 7248 EXCESS LAND RECOMMENDATIONS

Ms. Smith introduced the above-referenced OINs and asked for approval to sell the parcels per the Excess Lands Policy.

OIN 7249: The Metro Flood Diversion Authority (MFDA) Co-Executive Directors recommended that OIN 7249 be declared as Excess Land on April 17th, 2024. The MFDA Land Management Committee, Cass County Joint Water Resources District (CCJWRD) Board, and MFDA Board approved the recommendation on April 24th and 25th, 2024. Since that approval, staff have been working to notify the appropriate parties as outlined in the Policy of the Disposition and Management of Comprehensive Project Lands (Policy). With no interest from the Member Entities or Prior Owner, we notified the Adjacent Owners, as noted in section 5.4 of the Policy. To date we have received an intent to purchase from all notified parties and we have prepared a map exhibit depicting our recommended approach for splitting and selling OIN 7249 to the Adjacent Owners.

c. OINs 7347 AND 7248: The Metro Flood Diversion Authority (MFDA) Co-Executive Directors recommended that OINs 7247 and 7248 be declared as Excess Land on April 17th, 2024. The MFDA Land Management Committee, Cass County Joint Water Resources District (CCJWRD) Board, and MFDA Board approved the recommendation on April 24th and 25th, 2024. Since that approval, staff have been working to notify the appropriate parties as outlined in the Policy of the Disposition and Management of Comprehensive Project Lands (Policy). With no interest from the Member Entities or Prior Owner, we notified the Adjacent Owners, as noted in section 5.4 of the Policy. To date we have received an intent to purchase from all notified parties. Additionally, we have received interest from one property owner to purchase all of 7248 and the entire 7247 corridor.

MOTION PASSED

Mrs. Scherling moved to approve the sale of OINs 7249, 7247 and 7248 per the Excess Land Policy and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.

d. OINs 7234A AND 7234B VARIANCE TO THE EXCESS LAND POLICY

The MFDA Land Management Committee, at its June 28th meeting recommended development of a variance to the Policy of Disposition and Management of Comprehensive Project Lands (Policy) to use a public sale for disposal of specific parcels associated with the old elevator and abandoned railroad corridor in Horace, ND. This variance to the Policy means that the potential sale will bypass the sequential notification to the Member Entities, Prior Owners, and Adjacent Owners, and start with a public sale.

MOTION PASSED

Mayor Mahoney moved to approve the disposal of OINs 7234A and 7234B per the variance to the Excess Land Policy and Mr. Campbell seconded the motion. On a roll call vote, the motion carried.

e. OIN 858 EXCESS LAND RECOMMENDATION

Excess land was purchased in the upstream mitigation area. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Per the Policy, the Co-Executive Directors have declared these lands as Excess Land.

MOTION PASSED

Mayor Mahoney moved to approve OIN 858 (11.79 acres), subject to a flowage easement, to begin the process to dispose of the excess land per the policy on the Disposition and Management of Comprehensive Project Lands and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

10. FINANCE UPDATE

Finance Report

Mayor Dardis reported that the bills payable through July 17, 2024, totaled \$19,194,298, and the net position is \$286,499,354. Mayor Dardis also reported that both the MURA and task order for the CapX project were approved.

11. OTHER BUSINESS

Ms. Kolpack asked where any communication-related inquiries regarding the former executive director are to be directed. Mr. Shockley indicated that any inquiries from the media or the public should be referred to Ms. Willson.

12. NEXT MEETING

The next meeting will be August 22, 2024.

13. ADJOURNMENT

The meeting adjourned at 4:39 PM.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
July 31, 2024

| | FM Diversion Project Fund | Budget Fund | Grand Total |
|---------------------------|--------------------------------------|--------------------|-----------------------|
| Assets | | | |
| Cash | \$ 241,340,515 | \$ 430,321 | \$ 241,770,836 |
| Cash Horace 3.01 MIT | 4,396,172 | - | 4,396,172 |
| Cash BRRWD | 8,757,505 | - | 8,757,505 |
| Cash Held In Trust at BND | | | |
| Excess Revenue Fund | 697,364 | - | 697,364 |
| Temp Debt Obligation Fund | 2,078,224 | - | 2,078,224 |
| Authority Loan Fund | 129,452 | - | 129,452 |
| P3 Reserve Fund | 16,133,951 | - | 16,133,951 |
| SRF Loan Reserve Fund | 2,291,764 | - | 2,291,764 |
| Revenue Fund | 2,419 | - | 2,419 |
| Prepaid Expense | 4,633,885 | - | 4,633,885 |
| Refundable Deposit | 50,000 | - | 50,000 |
| Total assets | 280,511,251 | 430,321 | 280,941,572 |
| Liabilities | | | |
| Vouchers payable | 17,904,540 | 97,497 | 18,002,037 |
| Retainage payable | 108,742 | - | 108,742 |
| Rent Deposit | 18,750 | - | 18,750 |
| Deferred Revenue | 5,500 | - | 5,500 |
| Total liabilities | 18,037,532 | 97,497 | 18,135,028 |
| NET POSITION | \$ 262,473,719 | \$ 332,825 | \$ 262,806,544 |

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|------------------------|--------------------|---------------------------|----------------|------------------------|
| 770-7910-429.11-00 | 8/1/2024 | 337665 | Cass County Government | \$71,496.26 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Full Time Staff / Salaries | | | | \$71,496.26 | | | |
| 770-7910-429.20-01 | 8/1/2024 | 337665 | Cass County Government | \$7,352.00 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Health Insurance | | | | \$7,352.00 | | | |
| 770-7910-429.20-03 | 8/1/2024 | 337665 | Cass County Government | \$160.00 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Dental Insurance | | | | \$160.00 | | | |
| 770-7910-429.20-06 | 8/1/2024 | 337665 | Cass County Government | \$29.20 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Vision Insurance | | | | \$29.20 | | | |
| 770-7910-429.21-01 | 8/1/2024 | 337665 | Cass County Government | \$4,309.43 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Social Security | | | | \$4,309.43 | | | |
| 770-7910-429.21-02 | 8/1/2024 | 337665 | Cass County Government | \$1,007.85 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Medicare | | | | \$1,007.85 | | | |
| 770-7910-429.22-07 | 8/1/2024 | 337665 | Cass County Government | \$9,480.40 | DIVERSION PAYROLL EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Pension Benefits / Retirement | | | | \$9,480.40 | | | |
| 770-7910-429.33-37 | 7/11/2024 | 337173 | HighRoad Partners, LLC | \$600.00 | HR SERVICES | V09701 | HR SERVICES |
| Other Services / HR Services | | | | \$600.00 | | | |
| 770-7910-429.34-15 | 7/11/2024 | 337200 | Marco Technologies | \$686.20 | DIVERSION IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 7/25/2024 | 337553 | Marco Technologies | \$2,042.84 | DIVERSION IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 8/1/2024 | 337679 | CONSOLIDATED COMMUNI | \$470.00 | ACCT #701-150-0113/0 | V00106 | EXECUTIVE DIRECTOR |
| Technical Services / Computer Services | | | | \$3,199.04 | | | |
| 770-7910-429.53-20 | 8/1/2024 | 337665 | Cass County Government | \$388.11 | DIVERSION MISC EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Communications / Cellular Phone Service | | | | \$388.11 | | | |
| 770-7910-429.56-60 | 8/1/2024 | 337665 | Cass County Government | \$2,008.46 | DIVERSION MISC EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| In State Travel / In State Travel Expenses | | | | \$2,008.46 | | | |
| 770-7910-429.61-10 | 8/1/2024 | 337665 | Cass County Government | \$98.63 | DIVERSION MISC EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| General Supplies / Office Supplies | | | | \$98.63 | | | |

Summary Of Expenses
EXP-2024-07

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|-------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 770-7910-429.68-30 | 8/1/2024 | 337665 | Cass County Government | \$696.46 | DIVERSION MISC EXPENSE | V00106 | EXECUTIVE DIRECTOR |
| Miscellaneous / Meeting Incidentals | | | | \$696.46 | | | |
| 770 Subtotal | | | | \$100,825.84 | | | |
| 790-0000-206.10-00 | 7/3/2024 | 337084 | Schmidt and Sons Inc. | \$35,727.77 | PAY VENDOR RETAINAGE | V03806 | WP-50G PROP STRUCT MITIG |
| Retainage | | | | \$35,727.77 | | | |
| 790-7910-429.33-20 | 7/11/2024 | 337149 | EIDE BAILLY LLP | \$8,551.25 | DIVERSION AUDIT | V06406 | 2023 AUDIT |
| Other Services / Accounting Services | | | | \$8,551.25 | | | |
| 790-7910-429.33-25 | 7/3/2024 | 337065 | OHNSTAD TWICHELL PC | \$115,701.89 | PROF SERVICES: DIVERSION | V00102 | General & Admin. WIK |
| | 7/25/2024 | 337518 | FTI Consulting Technology LLC | \$14,380.00 | MAY FORENSIC REVIEW SERV | V13001 | LEGAL-FORENSIC ANALYSIS |
| | 8/1/2024 | 337684 | DORSEY & WHITNEY LLP | \$257,262.59 | FIVERSION LEGAL FEES | V00101 | Dorsey Whitney Legal |
| | 8/1/2024 | 337684 | DORSEY & WHITNEY LLP | \$8,985.50 | DIVERSION LEGAL FEES | V00101 | Dorsey Whitney Legal |
| Other Services / Legal Services | | | | \$396,329.98 | | | |
| 790-7910-429.34-20 | 7/18/2024 | 337317 | C THREE MEDIA, LLC | \$10,231.64 | VIDEOGRAPHY SERVICES | V08601 | VIDEOGRAPHY |
| | 7/18/2024 | 337408 | Neon Loon Communications, LL | \$11,811.75 | COMMUNICATIONS SUPPORT | V09601 | COMMUNICATIONS SUPPORT |
| | 8/1/2024 | 337660 | C THREE MEDIA, LLC | \$12,798.73 | VIDEOGRAPHY SERVICES | V08601 | VIDEOGRAPHY |
| Technical Services / Marketing / Public Relat. | | | | \$34,842.12 | | | |
| 790-7910-429.34-40 | 8/1/2024 | 337695 | Flint Group | \$150.00 | WEBSITE DESIGN | V10201 | WEBSITE DESIGN |
| Technical Services / Web Site Develop/Maintain | | | | \$150.00 | | | |
| 790-7910-429.34-56 | 7/24/2024 | ES072400 | City of Fargo | \$17,483.00 | FISCAL AGENT FEE - 07/24 | V05902 | MONTHLY FISCAL AGENT FEE |
| Technical Services / FMDA Fiscal Agent Fees | | | | \$17,483.00 | | | |
| 790-7910-429.38-68 | 7/18/2024 | 337347 | GA Group, PC | \$4,000.00 | GOVT RELATIONS COUNSEL | V07601 | 2021 GOVERNMENT RELATIONS |
| Other Services / Lobbyist | | | | \$4,000.00 | | | |
| 790-7910-429.42-05 | 7/18/2024 | 337306 | Ambassador, Inc. | \$925.00 | DIVERSION OFFICE CLEANING | V10501 | JANITORIAL SERVICES |
| Cleaning Services / Custodial Services | | | | \$925.00 | | | |

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|---------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7915-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$225,100.06 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$69,124.47 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 7/18/2024 | 337416 | MOORE ENGINEERING INC | \$5,000.00 | REIMB MOORE ENGINEERING | V02423 | TO9 - MILL & OVERLAY |
| Other Services / Engineering Services | | | | \$299,224.53 | | | |
| 790-7920-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$52,004.83 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$25,968.00 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| Other Services / Engineering Services | | | | \$77,972.83 | | | |
| 790-7920-429.33-79 | 7/11/2024 | 337220 | MOORE ENGINEERING INC | \$775.43 | REIMB REQ#128 | V02421 | OXBOW MOU-MOORE PROJ MG |
| | 7/18/2024 | 337327 | CH2M Hill Engineers Inc | \$527,965.14 | PROPERTY MGMT SERVICES | V00211 | CH2M HILL-6/2019-12/2021 |
| | 7/18/2024 | 337327 | CH2M Hill Engineers Inc | \$950,077.79 | SUPPORT SERVICES | V00212 | P3 PROCUREMENT SUPPORT |
| Other Services / Construction Management | | | | \$1,478,818.36 | | | |
| 790-7930-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$28,200.25 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$38,447.28 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 7/25/2024 | 337491 | MOORE ENGINEERING INC | \$64,500.71 | REIMB MOORE ENGINEERING | V10601 | CITY OF CHRISTINE MOU |
| | 8/1/2024 | 337671 | HDR Engineering, Inc. | \$10,555.77 | HDR ENGINEERING | V01201 | Cass Joint Water ROE |
| | 8/1/2024 | 337671 | SRF Consulting Group | \$12,244.69 | SRF CONSULTIING GROUP | V01201 | Cass Joint Water ROE |
| | 8/1/2024 | 337671 | ULTEIG ENGINEERS INC | \$378.00 | ULTEIG OPERATIONS | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$154,326.70 | | | |
| 790-7930-429.33-25 | 7/25/2024 | 337491 | Swanson & Warcup | \$192.50 | REIMB SWANSON & WARCUP | V10601 | CITY OF CHRISTINE MOU |
| | 8/1/2024 | 337671 | Larkin Hoffman Attorneys | \$59,154.32 | LARKIN HOFFMAN | V01201 | Cass Joint Water ROE |
| | 8/1/2024 | 337671 | OHNSTAD TWICHELL PC | \$123,891.05 | OHNSTAD TWICHELL, PC | V01201 | Cass Joint Water ROE |
| | 8/1/2024 | 337674 | LIES, BULLIS & HATTING, P | \$780.00 | REIMB LIES, BULLIS & HATT | V10601 | CITY OF CHRISTINE MOU |
| Other Services / Legal Services | | | | \$184,017.87 | | | |
| 790-7930-429.33-79 | 7/18/2024 | 337327 | CH2M Hill Engineers Inc | \$36,314.96 | PROPERTY ACQUISITION MGMT | V00210 | CH2M HILL-LAND ACQUISITON |
| Other Services / Construction Management | | | | \$36,314.96 | | | |
| 790-7930-429.38-95 | 7/25/2024 | 337540 | JT LAWN SERVICE LLC | \$44,199.00 | MOWING & WEED CONTROL | V10401 | MOWING/WEED CONTROL MGM |
| Other Services / Mowing Services | | | | \$44,199.00 | | | |

Summary Of Expenses
EXP-2024-07

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------------------------|--------------|---------------------------------|--------------------|-------------------------|----------------|---------------------------|
| 790-7930-429.38-99 | 8/1/2024 | 337671 | Title Company | \$50.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| Other Services / Other Services | | | | \$50.00 | | | |
| 790-7930-429.52-70 | 7/11/2024 | 337265 | Watts and Associates, Inc. | \$4,098.58 | CROP INS DEVELOPMENT | V06901 | CROP INSURANCE DEVELOPMN |
| Insurance / Crop Insurance | | | | \$4,098.58 | | | |
| 790-7930-429.61-50 | 8/1/2024 | 337671 | CASS COUNTY JOINT WATE | \$70.21 | CASS COUNTY JOINT WRD | V01201 | Cass Joint Water ROE |
| General Supplies / Postage | | | | \$70.21 | | | |
| 790-7930-429.62-51 | 7/18/2024 | 337321 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | Cass County Electric Cooperativ | \$82.06 | CASS COUNTY ELECTRIC | V01701 | ND LAND PURCH-OUT OF TOWN |
| Energy / Electricity | | | | \$195.06 | | | |
| 790-7930-429.67-12 | 8/1/2024 | 337671 | 1093N - RICHARD FARM ENT | \$76,952.00 | GLASS IMPRESSIONS LLC | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 2014 - ODEGAARD 4 | \$14,984.55 | BRETT & HEIDI ODEGAARD | V01701 | ND LAND PURCH-OUT OF TOWN |
| Relocation / Commercial Buildings | | | | \$91,936.55 | | | |
| 790-7930-429.71-30 | 8/1/2024 | 337671 | 0233Y - CASS COUNTY JOIN | (\$3,311.67) | | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0726Y2 - CASS COUNTY JOIN | (\$44,130.00) | CASS COUNTY JOINT WRD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0730Y2 - CASS COUNTY JOIN | (\$44,130.00) | CASS COUNTY JOINT WRD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1080N - ROSELLA BELLEMA | \$1,001,453.40 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1081N - ROSELLA BELLEMA | \$1,001,453.39 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1088Y - CASS COUNTY JOIN | (\$3,311.66) | | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1130 - JOHN & CYNTHIA VA | \$1,653,155.22 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1173N - HARVEY BRAKKEN | (\$3,311.67) | | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 9736N - CHARLES F COSTER | \$71,772.50 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 9737N - CHARLES F COSTER | \$71,772.50 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 7/29/2024 | ES072400 | 0233Y - CASS COUNTY JOIN | \$3,311.67 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 7/29/2024 | ES072400 | 0726Y2 - CASS COUNTY JOIN | \$44,130.00 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 7/29/2024 | ES072400 | 0730Y2 - CASS COUNTY JOIN | \$44,130.00 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 7/29/2024 | ES072400 | 1088Y - CASS COUNTY JOIN | \$3,311.66 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 7/29/2024 | ES072400 | 1173N - HARVEY BRAKKEN | \$3,311.67 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| | Land / Land Purchases | | | | \$3,799,607.01 | | |

Summary Of Expenses
EXP-2024-07

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|-----------------------|------------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.71-31 | 8/1/2024 | 337671 | 0821 - BRODSHAUG 2 | \$563,099.30 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0828 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0829 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0840 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0841 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0849 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0856 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 0857 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1904 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1918 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1929 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1930 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1932 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1940 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1941 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1944 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1951 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1970 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1971 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1972 - BRODSHAUG 2 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1973 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 1998 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 8/1/2024 | 337671 | 2000 - BRODSHAUG 1 | \$563,099.21 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| Land / Easements | | | | \$12,951,281.92 | | | |
| 790-7930-429.73-20 | 7/3/2024 | 337084 | Schmidt and Sons Inc. | \$49,480.00 | RP#3 WP038B PROP STRUCTUR | V03808 | WP-38B CONSTRUCTION |
| | 7/3/2024 | 337084 | Schmidt and Sons Inc. | \$16,736.67 | PR#6 WP-50G PROPR STRUCTU | V03806 | WP-50G PROP STRUCT MITIG |
| | 8/1/2024 | 337774 | Schmidt and Sons Inc. | \$44,175.00 | PROPRTY STRUCTURE MITIGAT | V03809 | WP38C-OIN1113-MITIGATION |
| Infrastructure / Site Improvements | | | | \$110,391.67 | | | |

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|-----------------------------|---------------------|---------------------------|----------------|--------------------------|
| 790-7931-429.33-05 | 7/3/2024 | 336992 | Prosource Technologies, Inc | \$25,534.23 | PROSOURCE TECHNOLOGIES | V06201 | MCCJPA - MN ROE |
| | 7/3/2024 | 336992 | SRF Consulting Group | \$47,543.61 | SRF CONSULTING GROUP | V06201 | MCCJPA - MN ROE |
| Other Services / Engineering Services | | | | \$73,077.84 | | | |
| 790-7931-429.33-25 | 7/3/2024 | 336992 | Larkin Hoffman Attorneys | \$5,366.50 | LARKIN HOFFMAN | V06201 | MCCJPA - MN ROE |
| | 7/3/2024 | 336992 | OHNSTAD TWICHELL PC | \$99,612.49 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| | 8/1/2024 | 337676 | OHNSTAD TWICHELL PC | \$36,404.54 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| Other Services / Legal Services | | | | \$141,383.53 | | | |
| 790-7931-429.33-32 | 8/1/2024 | 337676 | CROWN APPRAISALS | \$5,500.00 | CROWN APPRAISALS INC | V06201 | MCCJPA - MN ROE |
| Other Services / Appraisal Services | | | | \$5,500.00 | | | |
| 790-7931-429.54-10 | 7/3/2024 | 336992 | The Hawley Herald | \$72.00 | THE HAWLEY HERALD | V06201 | MCCJPA - MN ROE |
| Advertising / Legal Publications | | | | \$72.00 | | | |
| 790-7931-429.61-50 | 7/3/2024 | 336992 | FORUM COMMUNICATIONS | \$10.69 | FORUM COMMUNICATIONS | V06201 | MCCJPA - MN ROE |
| General Supplies / Postage | | | | \$10.69 | | | |
| 790-7931-429.62-51 | 7/3/2024 | 336992 | RED RIVER VALLEY COOPE | \$218.04 | RED RIVER VALLEY COOP | V02301 | MN LAND PURCHASES |
| Energy / Electricity | | | | \$218.04 | | | |
| 790-7931-429.71-31 | 8/1/2024 | 337676 | 1254 - THISETH | \$60,100.33 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 8/1/2024 | 337676 | 1263 - THISETH/ANDERS & C | \$60,100.33 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 8/1/2024 | 337676 | 1305 - CITIMORTGAGE, INC | \$375,401.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| | 8/1/2024 | 337676 | 7202 - ANDERS & CAROL THI | \$60,100.34 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| Land / Easements | | | | \$555,702.00 | | | |
| 790-7931-429.73-20 | 7/3/2024 | 337084 | Schmidt and Sons Inc. | \$34,813.00 | PR#6 WP-50G PROPR STRUCTU | V03806 | WP-50G PROP STRUCT MITIG |
| Infrastructure / Site Improvements | | | | \$34,813.00 | | | |
| 790-7931-429.80-17 | 7/3/2024 | 336992 | CLAY COUNTY AUDITOR | \$2,470.00 | CLAY COUNTY AUDITOR-TREAS | V02301 | MN LAND PURCHASES |
| Debt Service / Property Tax - FMDA | | | | \$2,470.00 | | | |
| 790-7940-429.33-06 | 7/3/2024 | 336977 | BRAUN INTERTEC CORP | \$4,022.00 | TESTING SERVICES | V00407 | TASK ORDER #5 |
| | 7/18/2024 | 337315 | BRAUN INTERTEC CORP | \$1,703.50 | MATERIALS TESTING | V00407 | TASK ORDER #5 |
| Other Services / Quality Testing | | | | \$5,725.50 | | | |

Summary Of Expenses
EXP-2024-07

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7941-429.33-05 | 7/25/2024 | 337492 | MOORE ENGINEERING INC | \$19,331.11 | REIMB MOORE ENGINEERING | V10102 | LAGOON |
| Other Services / Engineering Services | | | | \$19,331.11 | | | |
| 790-7941-429.33-25 | 7/25/2024 | 337492 | Pemberton Law PLLP | \$5,397.62 | REIMB PEMBERTON LAW | V10102 | LAGOON |
| Other Services / Legal Services | | | | \$5,397.62 | | | |
| 790-7950-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$440.00 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 7/18/2024 | 337385 | MOORE ENGINEERING INC | \$337.50 | REIMB MOORE ENGINEERING | V08901 | MAPLE RIVER-DRAIN EXPENSE |
| | 7/25/2024 | 337589 | MOORE ENGINEERING INC | \$3,948.75 | REIMB MOORE ENGINEERING | V08801 | RUSH RIVER-DRAIN EXPENSE |
| | 8/5/2024 | ES072400 | KLJ ENGINEERING, LLC | \$8,836.35 | KLJ ENGINEERING, LLC | V05434 | FM24A-S UNIV WALL REP |
| Other Services / Engineering Services | | | | \$13,562.60 | | | |
| 790-7950-429.33-06 | 7/3/2024 | 336977 | BRAUN INTERTEC CORP | \$4,961.00 | OBSERVATION/TESTING PIPEL | V00404 | TESTING - NUSTAR PIPELINE |
| | 7/18/2024 | 337315 | BRAUN INTERTEC CORP | \$8,164.00 | MATERIALS TESTING | V00404 | TESTING - NUSTAR PIPELINE |
| | 7/18/2024 | 337315 | BRAUN INTERTEC CORP | \$45,648.50 | MATERIALS TESTING | V00406 | TASK ORDER #4 |
| Other Services / Quality Testing | | | | \$58,773.50 | | | |
| 790-7950-429.33-32 | 8/5/2024 | ES072400 | SRF Consulting Group | \$387.15 | SRF CONSULTING GROUP, INC | V05405 | LEVEE/FLOODWALL - BELMONT |
| Other Services / Appraisal Services | | | | \$387.15 | | | |
| 790-7950-429.41-05 | 7/11/2024 | 337133 | Cass Rural Water | \$27.00 | ACCT#18789 | V05006 | DIVERSION INLET UTILITY |
| Utility Services / Water and Sewer | | | | \$27.00 | | | |
| 790-7950-429.73-20 | 7/18/2024 | 337394 | Minnkota Power Cooperative | \$153,102.42 | POWER TO #5 LINE RAISE | V08206 | LINE RAISE - OXBOW SWITCH |
| Infrastructure / Site Improvements | | | | \$153,102.42 | | | |
| 790-7950-429.73-70 | 7/3/2024 | 337051 | Midcontinent Communications | \$3,680.00 | MIDCO TO #2 LINE LOWERING | V03503 | TO2-CR14/45TH LINE LOWER |
| | 7/18/2024 | 337322 | Cass County Electric Cooperativ | \$278,010.00 | DIVERSION-AID TO CONST | V04718 | TO16 - OHB TO SE3 |
| | 7/18/2024 | 337322 | Cass County Electric Cooperativ | \$41,112.20 | DIVERSION-AID TO CONST | V04719 | TO17-RETIRE CR16 UP&OVER |
| | 7/18/2024 | 337322 | Cass County Electric Cooperativ | \$12,493.96 | DIVERSION-AID TO CONST | V04720 | TO18-MITIGATE SE2B CONST |
| | 7/25/2024 | 337595 | SELLIN BROS INC | \$10,330.00 | UTILITY RELOCATION | V12601 | WP47B AGREEMENT |
| Infrastructure / Utilities | | | | \$345,626.16 | | | |
| 790-7952-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$38,042.04 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$38,042.04 | | | |

Summary Of Expenses
EXP-2024-07

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|---|--------------|----------------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7959-429.33-05 | 8/5/2024 | ES072400 | HOUSTON ENGINEERING IN | \$1,636.11 | HOUSTON ENGINEERING INC | V05406 | DRAIN 27 LIFT STATION #56 |
| Other Services / Engineering Services | | | | \$1,636.11 | | | |
| 790-7959-429.73-52 | 8/5/2024 | ES072400 | FUSION AUTOMATION INC. | \$95,988.23 | FUSION AUTOMATION INC. | V05431 | STORM LIFT IMPR #47 & #48 |
| | 8/5/2024 | ES072400 | Key Contracting Inc | \$300,295.00 | KEY CONTRACTING INC | V05433 | NR24B - LIFT STAT 11 & 57 |
| | 8/5/2024 | ES072400 | Key Contracting Inc | \$770,131.75 | KEY CONTRACTING INC | V05431 | STORM LIFT IMPR #47 & #48 |
| | 8/5/2024 | ES072400 | MASTER CONSTRUCTION C | \$49,151.24 | MASTER CONSTRUCTION CO IN | V05435 | WM REP ST RCN-WOODCREST |
| Infrastructure / Flood Control | | | | \$1,215,566.22 | | | |
| 790-7990-429.33-05 | 7/18/2024 | 337359 | HOUSTON-MOORE GROUP L | \$54,490.05 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 8/1/2024 | 337671 | MOORE ENGINEERING INC | \$525.00 | MOORE ENGINNERING | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$55,015.05 | | | |
| 790-7990-429.33-25 | 7/3/2024 | 337065 | OHNSTAD TWICHELL PC | \$31,637.60 | PROF SERVICES: DIVERSION | V00102 | General & Admin. WIK |
| | 7/17/2024 | ES072400 | Polsinelli PC | \$25,000.00 | RECORDED WIRE PAYMENT | V13101 | TECH DISPUTE RES BOARD |
| Other Services / Legal Services | | | | \$56,637.60 | | | |
| 790-7990-429.33-47 | 8/1/2024 | 337764 | Program Advisor Services, LLC | \$31,200.00 | PROGRAM CONSULTING | V05801 | CONSULTING SERVICES |
| Other Services / Consulting Services | | | | \$31,200.00 | | | |
| 790-7990-429.34-55 | 7/11/2024 | 337230 | Patricia O. Sulser | \$4,187.50 | FIN DRB CHAIR | V11403 | DISPUTE RESOLUTION BOARDS |
| | Technical Services / Financial Advisor | | | | \$4,187.50 | | |
| 790-7990-429.34-57 | 7/23/2024 | 17420 | BANK OF NORTH DAKOTA | \$17,483.00 | BND TRUSTEE FEE 07/2024 | V08502 | MONTHLY TRUSTEE FEE |
| Technical Services / FMDA Trustee Fees BND | | | | \$17,483.00 | | | |
| 790-7990-429.34-59 | 7/3/2024 | 337068 | EDWARD PENSOCK JR | \$3,082.50 | TECH SRVCS | V12901 | TECHNICAL DISPUTE BOARD |
| | 7/11/2024 | 337230 | Mark E Alpert - Integrated Deliv | \$3,656.25 | TECHNICAL DRB CHAIR | V11403 | DISPUTE RESOLUTION BOARDS |
| Technical Services / Outside Consultant | | | | \$6,738.75 | | | |
| 790-7990-520.80-10 | 7/18/2024 | ES072400 | CASS COUNTY JOINT WATE | \$655,014.55 | RECLASS BND PAYMENTS TO | V01208 | CCJWRD SERIES 2024A BONDS |
| | 7/29/2024 | ES072400 | North Dakota Public Finance Aut | \$4,350,000.00 | REIMB COF FOR 6.1.2024 | V02824 | COF - CFP BOND PAYMENTS |
| Debt Service / Bond Principal | | | | \$5,005,014.55 | | | |
| 790-7990-520.80-20 | 7/29/2024 | ES072400 | North Dakota Public Finance Aut | \$1,020,220.00 | REIMB COF FOR 6.1.2024 | V02824 | COF - CFP BOND PAYMENTS |
| Debt Service / Interest On Bonds | | | | \$1,020,220.00 | | | |

Data Through Date: Friday, July 26, 2024

Summary Of Expenses
EXP-2024-07

Wednesday, August 14, 2024

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------------|------------------------|--------------------------|----------------|---------------------------|
| 790-7990-520.80-31 | 7/18/2024 | ES072400 | Ballard Spahr | \$61,500.00 | RECLASS BND PAYMENTS TO | V01208 | CCJWRD SERIES 2024A BONDS |
| | 7/18/2024 | ES072400 | Moodys Investors Service, Inc. | \$108,000.00 | RECLASS BND PAYMENTS TO | V01208 | CCJWRD SERIES 2024A BONDS |
| Debt Service / Financial Advisor | | | | \$169,500.00 | | | |
| 790-7990-520.80-32 | 7/29/2024 | ES072400 | North Dakota Public Finance Aut | \$300.00 | REIMB COF FOR 6.1.2024 | V02824 | COF - CFP BOND PAYMENTS |
| Debt Service / Paying Agent & Trustee | | | | \$300.00 | | | |
| 790-7990-520.80-55 | 7/18/2024 | ES072400 | BANK OF NORTH DAKOTA | (\$2,851.78) | RECLASS BND PAYMENTS TO | V01208 | CCJWRD SERIES 2024A BONDS |
| Debt Service / SRF Admin Fees | | | | (\$2,851.78) | | | |
| 790-7998-555.90-81 | 7/24/2024 | ES072400 | Diversion Admin Budget Transfe | \$0.00 | ANNUAL ADMIN BDGT - JULY | VADMIN | Diversion Administration |
| FMDA Admin. Budget Fund | | | | \$0.00 | | | |
| 790 Subtotal | | | | \$28,764,383.57 | | | |

| | | |
|---|------------------------|----------------------------------|
| Total Amount Invoiced this period: | \$28,865,209.41 | |
| | \$35,727.77 | Less Paid Retainage |
| | \$28,829,481.64 | Total Less Paid Retainage |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| LAND PURCHASE | \$404,940,077.45 | \$404,940,077.45 | \$0.00 | Land Purchase |
| CH2M HILL ENGINEERS INC | \$153,344,991.12 | \$121,903,898.65 | \$31,441,092.47 | Project & Construction Management |
| HOUSTON-MOORE GROUP LLC | \$94,554,195.48 | \$74,605,979.75 | \$19,948,215.73 | Engineering Services |
| INDUSTRIAL BUILDERS INC | \$63,527,484.56 | \$62,857,057.56 | \$670,427.00 | 2nd St N Pump Station Project and 2nd St Floodwall, South of Pu |
| ARMY CORP OF ENGINEERS | \$53,183,800.00 | \$53,183,800.00 | \$0.00 | Local Share |
| NORTH DAKOTA PUBLIC FINANCE AUTHORIT | \$43,155,820.00 | \$43,155,820.00 | \$0.00 | Debt Service |
| RICHLAND-WILKIN JPA | \$35,000,000.00 | \$35,000,000.00 | \$0.00 | Economic Impact Relief Fund |
| OHNSTAD TWICHELL PC | \$23,940,982.16 | \$23,940,982.16 | \$0.00 | Legal Services |
| KEY CONTRACTING INC | \$23,141,948.21 | \$23,141,948.21 | \$0.00 | FM1413 - Oakcreek and Copperfield Court Levee |
| 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 | \$14,379,176.00 | \$12,757,933.35 | \$1,621,242.65 | Lands Management and Public Outreach |
| DORSEY & WHITNEY LLP | \$12,313,134.64 | \$12,313,134.64 | \$0.00 | Legal Services |
| WELLS FARGO | \$11,607,080.05 | \$11,607,080.05 | \$0.00 | Debt Service |
| DAKOTA UNDERGROUND | \$11,141,625.69 | \$11,141,625.69 | \$0.00 | Utility Relocation |
| LANDSCAPES UNLIMITED | \$11,007,612.78 | \$11,007,612.78 | \$0.00 | Golf Course Construction - Oxbow Country Club |
| OKEEFE, OBRIAN, LYSON & FOSS LTD | \$9,962,512.68 | \$9,962,512.68 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| CITY OF FARGO | \$7,940,262.86 | \$7,934,624.11 | \$5,638.75 | Utility Relocation, Accounting Svcs, Interest on Deficit Funds |
| MOORE ENGINEERING INC | \$7,661,506.36 | \$6,523,588.52 | \$1,137,917.84 | Engineering Services |
| ASHURST LLP | \$6,352,853.01 | \$6,352,853.01 | \$0.00 | PPP Legal Counsel |
| SRF CONSULTING GROUP | \$6,334,396.51 | \$3,370,494.53 | \$2,963,901.98 | Engineering Services |
| CASS RURAL WATER | \$6,286,500.51 | \$6,220,327.35 | \$66,173.16 | Utilities and Utility Relocation |
| HOUSTON ENGINEERING INC | \$5,993,184.25 | \$5,993,184.25 | \$0.00 | Engineering Services |
| NUSTAR PIPELINE OPERATING PARTNERSHIP | \$5,884,100.74 | \$5,867,251.62 | \$16,849.12 | Utility Relocation |
| ERNST & YOUNG | \$5,377,000.00 | \$5,017,370.30 | \$359,629.70 | P3 Financial Advisory Services |
| RED RIVER VALLEY ALLIANCE LLC | \$5,087,713.86 | \$5,087,713.86 | \$0.00 | P3 Developer payments |
| CASS COUNTY GOVERNMENT | \$4,778,258.47 | \$4,778,258.47 | \$0.00 | Gravel on County Rd 17 Bypass |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| BRAUN INTERTEC CORP | \$4,774,098.26 | \$2,166,250.16 | \$2,607,848.10 | Materials Testing |
| SELLIN BROS INC | \$4,564,757.24 | \$2,825,239.59 | \$1,739,517.65 | Riverwood Flood Risk Project - Construction |
| PROSOURCE TECHNOLOGIES, INC | \$3,873,908.66 | \$3,476,743.33 | \$397,165.33 | Land Acquisition Services |
| CENTURYLINK COMMUNICATIONS | \$3,743,605.33 | \$3,605,328.31 | \$138,277.02 | Utility Relocation |
| RILEY BROS | \$3,656,841.67 | \$3,656,841.67 | \$0.00 | Construction - OHB Ring Levee & WP-28A |
| MAGELLAN PIPELINE | \$3,607,000.00 | \$2,852,375.85 | \$754,624.15 | Utility Relocation |
| RED RIVER VALLEY & WESTERN RAILROAD C | \$3,589,388.46 | \$3,589,388.46 | \$0.00 | Railroad Facilities and the Rail Property |
| BNSF RAILWAY CO | \$3,585,747.80 | \$3,585,747.80 | \$0.00 | Permits for In-Town Levee Projects |
| CASS COUNTY ELECTRIC COOPERATIVE | \$3,306,693.05 | \$2,514,864.29 | \$791,828.76 | Electrical Services |
| SCHMIDT AND SONS INC. | \$3,215,720.43 | \$3,066,027.50 | \$149,692.93 | Residential Demolition in Oxbow |
| 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 |
| CROWN APPRAISALS | \$2,851,230.00 | \$2,281,030.00 | \$570,200.00 | Flowage Easements Valuation and Appraisal Services |
| CASS COUNTY JOINT WATER RESOURCE DI | \$2,706,257.59 | \$2,706,257.59 | \$0.00 | O/H/B Ring Levee, DPAC, Postage, Miscellaneous |
| MINNESOTA DNR | \$2,636,755.60 | \$2,617,681.40 | \$19,074.20 | EIS Scoping and Permit Application |
| HDR ENGINEERING, INC. | \$2,574,791.12 | \$1,961,773.14 | \$613,017.98 | Engineering Services |
| PROGRAM ADVISOR SERVICES, LLC | \$2,510,982.87 | \$2,282,063.90 | \$228,918.97 | Program Consulting Services |
| OXBOW, CITY OF | \$2,383,317.16 | \$2,383,317.16 | \$0.00 | OXBOW MOU - LAND ADVANCE |
| LANDWEHR CONSTRUCTION INC | \$2,304,622.16 | \$2,304,622.16 | \$0.00 | In-Town and WP-43 Demolition Contracts |
| HOUGH INC | \$2,088,832.83 | \$2,088,832.83 | \$0.00 | Construction WP-42F.2 and Oxbow River Intake & Pumping Syst |
| EXCAVATING INC - FARGO | \$2,018,659.41 | \$2,018,659.41 | \$0.00 | Excavation and Utilities |
| ACONEX (NORTH AMERICA) INC | \$2,010,595.97 | \$1,547,273.06 | \$463,322.91 | Electronic Data Mgmt and Record Storage System |
| URS CORPORATION | \$1,805,670.90 | \$1,805,670.90 | \$0.00 | Cultural Resources Investigations |
| XCEL ENERGY-FARGO | \$1,710,125.99 | \$1,314,125.99 | \$396,000.00 | Utility Relocation |
| REINER CONTRACTING INC | \$1,599,646.21 | \$1,599,646.21 | \$0.00 | El Zagal Flood Risk Management |
| ULTEIG ENGINEERS INC | \$1,540,037.09 | \$1,492,037.09 | \$48,000.00 | Land Acquisition Services |
| WAGNER CONSTRUCTION INC. | \$1,518,732.07 | \$1,354,316.50 | \$164,415.57 | Utility Relocation |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|--|
| CASS COUNTY TREASURER | \$1,479,317.64 | \$1,479,317.64 | \$0.00 | Property Taxes |
| MASTER CONSTRUCTION CO INC | \$1,442,706.64 | \$1,442,706.64 | \$0.00 | Flood Mitigation - Royal Oaks Area - Construction |
| AECOM | \$1,401,419.14 | \$1,071,837.54 | \$329,581.60 | Cultural Resources Investigations |
| UNITED STATES GEOLOGICAL SURVEY | \$1,332,840.00 | \$546,145.00 | \$786,695.00 | Water Level Discharge Collection & Stage Gage Installation |
| AON RISK SERVICES CENTRAL INC | \$1,328,940.33 | \$1,250,003.83 | \$78,936.50 | Risk Advisory Services P3 Pre-Award |
| MINNKOTA POWER COOPERATIVE | \$1,256,371.90 | \$718,371.90 | \$538,000.00 | Utility Relocation |
| US BANK | \$1,205,546.13 | \$1,205,546.13 | \$0.00 | Loan Advance Debt Service Payments |
| CONSOLIDATED COMMUNICATIONS | \$1,083,488.57 | \$1,083,488.57 | \$0.00 | Utility Relocation |
| KPH, INC. | \$1,025,640.12 | \$1,025,640.12 | \$0.00 | WP-43D5 Construction |
| CITY OF HORACE | \$990,496.15 | \$990,496.15 | \$0.00 | Infrastructure Fund |
| LARKIN HOFFMAN ATTORNEYS | \$987,818.83 | \$987,818.83 | \$0.00 | Legal Services |
| CLERK OF DISTRICT COURT | \$939,044.32 | \$939,044.32 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| TERRACON CONSULTING ENGINEERS | \$887,718.41 | \$887,718.41 | \$0.00 | Materials Testing |
| SBA COMMUNICATIONS | \$851,648.91 | \$851,648.91 | \$0.00 | Utility Relocation |
| SPRINT COMMUNICATIONS COMPANY L.P. | \$812,034.58 | \$812,034.58 | \$0.00 | Fiber Optic Relocation |
| COMPASS LAND CONSULTANTS, INC | \$804,820.00 | \$635,689.43 | \$169,130.57 | Property Appraisal Services |
| BANK OF NORTH DAKOTA | \$796,553.80 | \$796,553.80 | \$0.00 | Legal review fees |
| UNITED STATES ENVIRONMENTAL PROTECTI | \$767,386.35 | \$767,386.35 | \$0.00 | WIFIA LOAN APPLCATION FEE |
| BORDER STATES PAVING, INC | \$762,980.64 | \$762,980.64 | \$0.00 | Street repairs |
| CC STEEL, LLC | \$755,550.09 | \$755,550.09 | \$0.00 | Lift Station Improvements |
| DAKOTA CARRIER NETWORK | \$727,348.58 | \$727,348.58 | \$0.00 | Utility Relocation |
| PATCHIN MESSNER VALUATION COUNSELORS | \$687,462.50 | \$490,383.75 | \$197,078.75 | Property Appraisal Services |
| ERIK R JOHNSON & ASSOCIATES | \$686,572.23 | \$686,572.23 | \$0.00 | Legal Services |
| METROPOLITAN COUNCIL OF GOVERNMENTS | \$637,390.01 | \$637,390.01 | \$0.00 | Digital Aerial Photography |
| NEON LOON COMMUNICATIONS, LLC | \$636,719.00 | \$390,302.78 | \$246,416.22 | Communications Support |
| CLAY COUNTY AUDITOR | \$625,224.50 | \$625,224.50 | \$0.00 | Property Taxes - MN |
| NDSU BUSINESS OFFICE-BOX 6050 | \$606,145.00 | \$570,626.84 | \$35,518.16 | Ag Risk Study Services |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|---|
| LTP ENTERPRISES INC. | \$595,512.00 | \$69,775.00 | \$525,737.00 | 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 |
| C THREE MEDIA, LLC | \$541,275.02 | \$391,133.75 | \$150,141.27 | Videography Services |
| LINNCO, INC. | \$534,003.11 | \$534,003.11 | \$0.00 | House Demo and Removal |
| MIDCONTINENT COMMUNICATIONS | \$531,170.41 | \$531,170.41 | \$0.00 | Utility Relocation |
| RED RIVER BASIN COMMISSION | \$501,000.00 | \$501,000.00 | \$0.00 | Retention Projects - Engineering Services |
| HOFFMAN & MCNAMARA CO. | \$491,334.67 | \$491,334.67 | \$0.00 | General Landscaping and Planting (WP-42G) |
| JT LAWN SERVICE LLC | \$479,693.50 | \$205,242.00 | \$274,451.50 | Mowing and weed control |
| BUFFALO-RED RIVER WATERSHED DISTRICT | \$475,413.32 | \$475,413.32 | \$0.00 | Retention Projects - Engineering Services |
| RICK ELECTRIC INC | \$455,200.00 | \$455,200.00 | \$0.00 | Riverwood Flood Risk Project - Electrical |
| RED RIVER VALLEY COOPERATIVE ASSOC | \$451,410.03 | \$451,410.03 | \$0.00 | Electricity - Home Buyouts |
| ROBERT TRENT JONES | \$440,431.73 | \$440,431.73 | \$0.00 | Oxbow MOU - Golf Course Consulting Agreement |
| WATTS AND ASSOCIATES, INC. | \$400,000.00 | \$391,060.45 | \$8,939.55 | Crop insurance product development services |
| BEAVER CREEK ARCHAEOLOGY | \$396,970.25 | \$369,370.25 | \$27,600.00 | Engineering Services |
| MOODYS INVESTORS SERVICE, INC. | \$382,375.00 | \$382,375.00 | \$0.00 | WIFIA loan fees |
| MBA | \$380,636.36 | \$380,636.36 | \$0.00 | Golf course and pump house - Oxbow Country Club |
| MVM CONTRACTING | \$339,448.03 | \$339,448.03 | \$0.00 | Fiber Relocation |
| SWANSON HEALTH PRODUCTS, INC. | \$337,059.00 | \$337,059.00 | \$0.00 | FM1471 - Storm Lift Stations #55 and #56 - Drain 27 |
| INTEGRA REALTY RESOURCES | \$320,750.00 | \$260,725.00 | \$60,025.00 | Property Appraisal Services |
| DFI BRIDGE CORPORATION | \$316,211.21 | \$316,211.21 | \$0.00 | Bridge Construction - Oxbow Country Club |
| FEDERAL STEEL SUPPLY, INC. | \$307,378.00 | \$307,378.00 | \$0.00 | OHB - 42 inch steel pipe |
| DIRT DYNAMICS | \$301,332.37 | \$301,332.37 | \$0.00 | HD18A1 - Oakcreek, Copperfield & Univerisy - Demo |
| GARY KILLEBREW | \$279,500.00 | \$279,500.00 | \$0.00 | Project Manager Services - Oxbow Country Club |
| TURMAN & LANG | \$277,139.55 | \$277,139.55 | \$0.00 | Legal Services |
| JR FERCHE INC. | \$277,004.58 | \$277,004.58 | \$0.00 | Water System Improvements |
| 702 COMMUNICATIONS | \$266,892.07 | \$266,892.07 | \$0.00 | Utility Relocation |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|------------------------------------|-----------------------------------|--------------|-------------------------|---|
| FORUM COMMUNICATIONS | \$249,597.90 | \$249,597.90 | \$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 |
| TINJUM APPRAISAL COMPANY, INC. | \$240,600.00 | \$112,100.00 | \$128,500.00 | Property Appraisal Services |
| PLEASANT TOWNSHIP | \$238,722.25 | \$238,722.25 | \$0.00 | Building Permit Application |
| NORTHERN IMPROVEMENT COMPANY | \$235,531.95 | \$235,531.95 | \$0.00 | CR-17 asphalt paving |
| DAWSON INSURANCE AGENCY | \$232,155.45 | \$232,155.45 | \$0.00 | Property Insurance - Home Buyouts |
| GRAY PANNELL & WOODWARD LLP | \$231,300.68 | \$231,300.68 | \$0.00 | Legal Services |
| APEX ENGINEERING GROUP INC | \$227,256.79 | \$227,256.79 | \$0.00 | Engineering |
| WILLIAM D. SCEPANIAK, INC. | \$226,235.21 | \$226,235.21 | \$0.00 | ROADWAY RESHAPING & AGGREGATE SURFACING |
| GA GROUP, PC | \$204,229.32 | \$184,229.32 | \$20,000.00 | Government Relations |
| 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 |
| KLJ ENGINEERING, LLC | \$190,646.75 | \$190,646.75 | \$0.00 | Lift Station Improvements |
| SERKLAND LAW FIRM | \$189,803.71 | \$189,803.71 | \$0.00 | Legal services |
| ANKURA CONSULTING GROUP LLC | \$182,490.00 | \$182,490.00 | \$0.00 | Scheduling Services |
| MAPLETON, CITY OF | \$179,605.00 | \$87,870.22 | \$91,734.78 | Prelim Engineering Services |
| SPRINGSTED INCORPORATED | \$178,010.15 | \$178,010.15 | \$0.00 | Financial Advisor |
| KADRMAS LEE & JACKSON, INC. | \$176,164.00 | \$176,164.00 | \$0.00 | Engineering Services |
| MUNICIPAL AIRPORT AUTHORITY | \$166,981.00 | \$166,981.00 | \$0.00 | Easement for Airport |
| SOIL BORINGS | \$166,232.50 | \$166,232.50 | \$0.00 | Soil Borings |
| RED RIVER COMMUNICATIONS | \$160,943.20 | \$0.00 | \$160,943.20 | Fiber Relocation |
| LANDVEST, INC. | \$160,000.00 | \$0.00 | \$160,000.00 | Appraisal services |
| FUSION AUTOMATION INC. | \$147,438.36 | \$147,438.36 | \$0.00 | Electrical |
| 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 |

Data Through Date: Friday, July 26, 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------|--|-------------------|--------------------------------|------------------------------------|
| 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 |
| EIDE BAILLY LLP | \$139,270.75 | \$128,772.00 | \$10,498.75 | Audit Services |
| QUANTUM SPATIAL, INC. | \$139,061.35 | \$139,061.35 | \$0.00 | Digital Aerial Photography |
| FUGRO USA LAND, INC. | \$130,396.52 | \$130,396.52 | \$0.00 | Digital Aerial Photography |
| MARCO TECHNOLOGIES | \$125,554.72 | \$84,700.13 | \$40,854.59 | IT Services |
| BALLARD SPAHR | \$121,500.00 | \$121,500.00 | \$0.00 | Fiscal Agent |
| SENTRY SECURITY, INC. | \$121,212.85 | \$121,212.85 | \$0.00 | Security Services |
| AFFINITEXT INC | \$118,630.00 | \$74,413.20 | \$44,216.80 | 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 |

150 Vendors

Report Totals: **\$1,184,756,738.69** **\$1,113,358,747.48** **\$71,397,991.21**

Data Through Date: Friday, July 26, 2024

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|------------|--------------------|-------------------------|--------------------------------|--------------------|---------------------|
| | 10 | 0 | 0 | 0% | 10 | \$0 |
| UMA-W2 | 10 | 0 | 0 | 0% | 10 | \$0 |
| BIOGEO | 430 | 262 | 131 | 91% | 37 | \$1,515,551 |
| BIOGEO | 299 | 261 | 1 | 88% | 37 | \$742,116 |
| HC | 131 | 1 | 130 | 100% | 0 | \$773,435 |
| CHANNEL | 718 | 498 | 219 | 100% | 1 | \$99,121,404 |
| ENV | 1 | 0 | 0 | 0% | 1 | \$0 |
| HC | 267 | 48 | 219 | 100% | 0 | \$3,561,966 |
| LAP01 | 116 | 116 | 0 | 100% | 0 | \$7,872,311 |
| LAP02 | 95 | 95 | 0 | 100% | 0 | \$13,522,797 |
| LAP03 | 81 | 81 | 0 | 100% | 0 | \$23,021,827 |
| LEGACY | 157 | 157 | 0 | 100% | 0 | \$51,141,254 |
| SheyMit | 1 | 1 | 0 | 100% | 0 | \$1,250 |
| DOWNSTREAM | 7 | 0 | 7 | 100% | 0 | \$0 |
| HC | 7 | 0 | 7 | 100% | 0 | \$0 |
| Habitat Improvem | 22 | 6 | 0 | 27% | 16 | \$2,000 |
| ENV | 5 | 5 | 0 | 100% | 0 | \$0 |
| Habitat_Shey | 17 | 1 | 0 | 6% | 16 | \$2,000 |
| 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: Friday, July 26, 2024

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 | 528 | 471 | 52 | 99% | 5 | \$101,727,941 |
| DRAIN 27 | 41 | 41 | 0 | 100% | 0 | \$22,734,106 |
| HC | 60 | 8 | 52 | 100% | 0 | \$458,806 |
| LEGACY | 136 | 136 | 0 | 100% | 0 | \$23,231,467 |
| SE_I29 | 11 | 11 | 0 | 100% | 0 | \$6,072,658 |
| SE-1 | 20 | 20 | 0 | 100% | 0 | \$6,259,028 |
| SE-1B | 6 | 6 | 0 | 100% | 0 | \$0 |
| SE-2A | 11 | 11 | 0 | 100% | 0 | \$3,968,287 |
| SE-2B | 83 | 83 | 0 | 100% | 0 | \$13,697,586 |
| SE-3 | 12 | 8 | 0 | 67% | 4 | \$1,009,802 |
| SE-4 | 70 | 69 | 0 | 99% | 1 | \$11,445,809 |
| SE-5 | 24 | 24 | 0 | 100% | 0 | \$1,406,309 |
| SE-INLET | 7 | 7 | 0 | 100% | 0 | \$2,952,107 |
| SE-RRCS | 37 | 37 | 0 | 100% | 0 | \$8,053,018 |
| SE-WRCS | 10 | 10 | 0 | 100% | 0 | \$438,958 |
| Sheyenne Mitigatio | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| SheyMit | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| WP36 | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WRDAM | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WP38 | 1,032 | 365 | 375 | 72% | 292 | \$106,897,475 |
| HC | 379 | 4 | 375 | 100% | 0 | \$1,283,123 |
| LEGACY | 3 | 3 | 0 | 100% | 0 | \$750 |
| UMA | 575 | 357 | 0 | 62% | 218 | \$105,596,449 |
| UMA-C | 58 | 0 | 0 | 0% | 58 | \$0 |
| UMA-W | 14 | 1 | 0 | 7% | 13 | \$17,153 |
| UMA-W2 | 3 | 0 | 0 | 0% | 3 | \$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 |

Data Through Date: Friday, July 26, 2024

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 | 3,226 | 1,783 | 945 | 85% | 498 | \$427,538,624 |

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of July 31, 2024

| 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 | | 4,234,581.90 | - | - | - | 4,234,581.90 |
| Easements - Piezometer | | 259,765.00 | - | - | - | 259,765.00 |
| Easements - Minesota | | 1,542,370.79 | - | - | - | 1,542,370.79 |
| Farmland Purchases | | 316,405,380.04 | - | 5,109,571.44 | (19,469,048.99) | 174,189,207.77 |

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of July 31, 2024**

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|---|---------------|-----------------------|-----------------|------------------------------------|-----------------|------------------------------|
| Land Purchases | | 181,081,153.85 | - | 2,563,701.41 | (9,482,647.49) | 174,189,207.77 |
| 5515 174th St SE. Christine, ND Section 12-136N-49W, Richland County, ND | 2/29/2024 | 962,175.56 | | | | |
| Part of SW1/4 29-137-48 Clay County MN | 2/8/2024 | 221,165.40 | | | | |
| Part of the SW 1/4 SE1/4 34-137-48 Clay County MN | 2/29/2024 | 210,070.00 | | | | |
| SW 1/4 Sec 5-137N-48W Holy Cross Clay County MN | 4/11/2024 | 225,877.76 | | | | |
| Part of the South Half of the Northeast Quarter of Section 29, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota | 4/11/2024 | 391,183.71 | | | | |
| 31 137N 48W, Holy Cross Twp. Clay County, MN | 5/2/2024 | 408,266.15 | | | | |
| NE1/4 Section 12, Pleasant Township, Cass County, ND | 5/2/2024 | 1,082,367.99 | | | | |
| Government Lot One, of Section Thirteen, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situated in the County of Clay and the State of Minnesota | 5/30/2024 | 302,260.08 | | | | |
| That part of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota | 8/1/2024 | 2,002,907.00 | | | | |
| The South 40.00 feet of the West Half of Auditor's Lot 5 of the Southwest Quarter of Section 34, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 20.50 feet thereof. | 8/1/2024 | 1,653,155.00 | | | | |
| | | <u>381,172,154.15</u> | - | 39,880,699.23 | (19,846,756.86) | 401,206,096.52 |
| | | | | Property Management Expense | | 6,537,912.72 |
| | | | | Grand Total | \$ | <u>407,744,009.24</u> |

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of July 31, 2024**

| 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 | \$ 35,654,235.00 | \$ 35,654,235.00 |
| 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 |
| | | | \$ 186,742,387.72 | \$ 185,524,948.21 |

**Legacy Bond Fund Balance Report
As of 07/31/2024**

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 151,316,488.74

| Funds Requested | | | | | |
|------------------------|------------------|------------------|-------------------|------------------|-------------------|
| | 2021 | 2022 | 2023 | 2024 | Total |
| January | \$ - | \$ 2,942,906.60 | \$ 9,981,188.76 | \$ 6,088,699.53 | \$ 19,012,794.89 |
| February | \$ - | \$ 4,564,036.17 | \$ 8,921,227.42 | \$ 9,838,208.63 | \$ 23,323,472.22 |
| March | \$ - | \$ 5,302,899.35 | \$ 17,730,945.56 | \$ 14,687,498.12 | \$ 37,721,343.03 |
| April | \$ - | \$ 1,472,504.37 | \$ 11,046,323.21 | \$ 5,988,392.71 | \$ 18,507,220.29 |
| May | \$ - | \$ 1,450,140.38 | \$ 4,548,883.57 | \$ 12,454,283.82 | \$ 18,453,307.77 |
| June | \$ - | \$ 4,423,864.76 | \$ 14,466,204.50 | \$ 5,422,661.00 | \$ 24,312,730.26 |
| July | \$ - | \$ 2,663,992.40 | \$ 3,974,515.98 | \$ - | \$ 6,638,508.38 |
| August | \$ 5,059,974.19 | \$ 13,491,974.29 | \$ 13,633,750.92 | \$ - | \$ 32,185,699.40 |
| September | \$ 2,970,327.95 | \$ 8,406,666.33 | \$ 965,586.18 | \$ - | \$ 12,342,580.46 |
| October | \$ 6,089,707.34 | \$ 4,618,116.80 | \$ 23,248,333.49 | \$ - | \$ 33,956,157.63 |
| November | \$ 6,415,461.09 | \$ 11,768,061.46 | \$ 8,921,783.21 | \$ - | \$ 27,105,305.76 |
| December | \$ 6,854,966.95 | \$ 17,496,559.97 | \$ 11,695,525.26 | \$ - | \$ 36,047,052.18 |
| Total | \$ 27,390,437.51 | \$ 78,601,722.88 | \$ 129,134,268.06 | \$ 54,479,743.81 | \$ 289,606,172.26 |

| Funds Received | | | | | |
|-----------------------|------------------|------------------|-------------------|------------------|-------------------|
| May 2022 | \$ 27,390,437.51 | | | | \$ 27,390,437.51 |
| Jul 2022 | | \$ 12,809,842.12 | | | \$ 12,809,842.12 |
| Sep 2022 | | \$ 7,346,509.51 | | | \$ 7,346,509.51 |
| Dec 2022 | | \$ 29,180,749.82 | | | \$ 29,180,749.82 |
| Jan 2023 | | | \$ 29,264,621.43 | | \$ 29,264,621.43 |
| Apr 2023 | | | \$ 18,902,416.18 | | \$ 18,902,416.18 |
| Aug 2023 | | | \$ 47,792,356.84 | | \$ 47,792,356.84 |
| Nov 2023 | | | \$ 18,573,853.08 | | \$ 18,573,853.08 |
| Feb 2024 | | | | \$ 43,865,641.96 | \$ 43,865,641.96 |
| May 2024 | | | | \$ 30,614,406.28 | \$ 30,614,406.28 |
| Jun 2024 | | | | \$ 18,442,676.53 | \$ 18,442,676.53 |
| | | | | \$ - | \$ - |
| Total | \$ 27,390,437.51 | \$ 49,337,101.45 | \$ 114,533,247.53 | \$ 92,922,724.77 | \$ 284,183,511.26 |

State Revolving Fund (SRF) Status Report
As of 07/31/2024

| | | |
|------------------------------------|-----------|----------------------|
| Total Authorized | \$ | 51,634,000.00 |
| Funds Received to Date | \$ | 13,432,926.69 |
| Available Balance Remaining | \$ | 38,201,073.31 |

| Funds Requested | | | |
|----------------------------|---------------------------------|-------------------------|-----------------------|
| Draw Request Number | Period Covered | Amount | Date Submitted |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 19-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 17-Jan-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 03-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 25-Jul-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 24-Oct-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 07-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 23-May-24 |
| 8 | 1-Jan 2024 through 31-May 2024 | \$ 2,561,881.66 | 25-Jul-24 |
| Total | | \$ 15,994,808.35 | |

| Funds Received | | | |
|----------------------------|---------------------------------|-------------------------|----------------------|
| Draw Request Number | Period Covered | Amount | Date Received |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 23-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 10-Feb-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 21-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 21-Aug-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 08-Nov-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 22-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 06-Jun-24 |
| Total | | \$ 13,432,926.69 | |

Finance Committee Bills from August 2024

| Vendor | Description | | |
|--|--|----|--------------|
| Cass County Joint Water Resource District | Diversion bills – Request #123 CCJWRD | \$ | 1,997,822.21 |
| Clay County | Diversion bills – Request #44 MCCJPA | \$ | 1,336,203.77 |
| City of Fargo | Reimburse complementary in-town flood projects | \$ | 473,589.94 |
| Dorsey & Whitney | Legal services rendered through July 31, 2024 | \$ | 244,241.14 |
| Ankura Consulting | Consultant services rendered through June 30, 2024 | \$ | 128,534.43 |
| Ohnstad Twichell, P.C. | Legal services rendered through July 21, 2024 | \$ | 118,433.25 |
| Ankura Consulting | Consultant services rendered through July 31, 2024 | \$ | 109,599.91 |
| Dorsey & Whitney | Legal services rendered through July 31, 2024 | \$ | 20,899.00 |
| Southeast Water Users District | Reimburse engineering and legal services related to MURA | \$ | 20,603.95 |
| Pleasant Township | Reimburse gravel costs related to MOU | \$ | 10,952.54 |
| Rush River Water Resource District | Reimburse engineering and legal services related to MOU | \$ | 7,137.00 |
| Cass County | Reimburse misc expenses from Diversion Authority office | \$ | 3,743.59 |
| Southeast Cass Water Resource District | Reimburse engineering services related to MOU | \$ | 1,120.55 |
| Total Bills Received through August 15, 2024 | | \$ | 4,472,881.28 |



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

August 6, 2024

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

Rodger Olson
Chairman
Leonard, North
Dakota

Greetings:

Ken Lougheed
Manager
Gardner, North Dakota

RE: Metro Flood Diversion Project

Keith Weston
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,997,822.21 regarding the above referenced project.

Jacob Gust
Manager
Fargo, North Dakota

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.

Rick Steen
Manager
Fargo, North Dakota

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

Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

Leilei Bao

**Leilei Bao
Treasurer**

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

Enclosures



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

August 6, 2024
Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

RE: Metro Flood Diversion Project

Greetings:

Attached to this email, please find a spreadsheet summary of invoices/expense and documentation for invoices paid by Clay County for the FM Flood Diversion project. All requests were approved or authorized by the Diversion Authority. Current invoice/expense reimbursement request total is as follows:

| | |
|-----------------------|----------------|
| Metro Flood Diversion | \$1,336,203.77 |
|-----------------------|----------------|

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

| FM Diversion MCCJPA invoices | | | | | Processed | | | |
|--------------------------------|--------------|------------------------------|----------------|-------------|---------------|-----------|---------|---------------|
| Vendor | Invoice Date | Invoice Description | Invoice Amount | Invoice # | Date Approved | Date Paid | Check # | Reimb Request |
| Red River Valley Coop | 7/2/24 | svc 13689 3rd st s | \$55.16 | | 7/16/24 | 7/24/24 | 566125 | 8/6/2024 |
| Red River Valley Coop | 7/2/24 | svc 3348 180th ave s | \$52.88 | | 7/16/24 | 7/24/24 | 566125 | 8/6/2024 |
| The Hawley Herald | 6/17/24 | jp meeting | \$36.00 | 5487 | 7/18/24 | 7/24/24 | 566133 | 8/6/2024 |
| The Title Co | 7/25/24 | oin 7104 affield | \$12,801.00 | | 7/25/24 | 7/25/24 | 907301 | 8/6/2024 |
| Phyllis Nelson & Donald Nelson | 8/1/24 | court order flowage easement | \$618,480.00 | | 8/1/24 | 8/1/24 | 120264 | 8/6/2024 |
| Rhoda Ueland | 8/1/24 | court order flowage easement | \$597,840.00 | | 8/1/24 | 8/1/24 | 120265 | 8/6/2024 |
| Larkin Hoffman | 7/9/24 | prof svcs through 6/30/24 | \$5,609.00 | 841853 | 7/28/24 | 8/7/24 | 120328 | 8/6/2024 |
| Larkin Hoffman | 7/9/24 | prof svcs through 6/30/24 | \$240.00 | 841855 | 7/28/24 | 8/7/24 | 120328 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | enviro monitoring | \$51.00 | 197192 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | Upstream mitigation | \$31,304.30 | 197193 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | Southern embankment | \$4,526.00 | 197194 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | general 2024 | \$2,975.60 | 197197 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | eminent domain clay | \$2,029.80 | 197195 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | eminent domain wilkin | \$15,084.20 | 197196 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| Ohnstad Twichell | 7/15/24 | aaland open records requests | \$5,408.22 | 197198 | 7/15/24 | 8/7/24 | 566210 | 8/6/2024 |
| ProSource Technologies | 6/30/24 | prof svcs thru 6/29/24 | \$14,016.45 | 3678 | 7/19/24 | 8/7/24 | 566214 | 8/6/2024 |
| SRF Consulting Group | 6/30/24 | prof svcs through 6/30/24 | \$18,056.56 | 13820.00-45 | 6/29/24 | 8/7/24 | 566224 | 8/6/2024 |
| ProSource Technologies | 5/31/24 | prof svcs through 6/1/24 | \$7,637.60 | 3573 | 8/5/24 | 8/14/24 | TBD | 8/6/2024 |

\$1,336,203.77



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

August 13, 2024

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 #35 for reimbursement invoices paid totaling \$473,589.94. These costs are for work on complementary in-town flood protection projects for costs paid in July 2024.

Project Narrative, this request:

| Project Number | Project Description | Amount |
|---------------------------------|---|---------------------|
| BR24C | WM Rep St RCN | 8,977.50 |
| FM1471 | Drain 27 Lift Station #56 Flood Risk Management | 3,586.50 |
| FM15J | Belmont Flood Risk Management Project | 256.28 |
| FM19C | Woodcrest Drive Area - Flood Risk Management | 411.00 |
| FM21A | Red River Erosion Protection & Bank Stabilization | 23,410.13 |
| FM24A | South University Wall Rep | 262,130.75 |
| NR23A | Storm Lift Rehab - #27 & 38 | 127,139.45 |
| NR24B | Storm Lift Rehab - #11 & 57 | 47,678.33 |
| Total Expense for Period | | \$473,589.94 |

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

Sincerely,



Susan Thompson
 Director of Finance, City of Fargo

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

July 1, 2023 - July 31, 2023

| 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 | SRF Eligible? | SRF Amount |
|-----------------|----------------------------|----------------|---------------------------|-----------------------|----------------|-------------------|--------------|----------------------------|----------------------------|---------------------------|--------------------|---------------|------------|
| BR24C1 | WM REP ST RCH-woodrest | 4600002062000 | Retainage and Retainage R | 472.50 | 37387 | BR24C1 #7 058 | 07/16/2024 | MASTER CONSTRUCTION CO INC | 7 | 2024 | 5 | Y | (472.50) |
| BR24C1 | WM REP ST RCH-woodrest | 46035305107358 | Flood Mitigation | 9,450.00 | 337387 | BR24C1 #7 044 | 07/18/2024 | MASTER CONSTRUCTION CO INC | 7 | 2024 | 5 | Y | 9,450.00 |
| BR24C1 - Total | | | | 9,922.50 | | | | | | | | | |
| FM1471 | FLOOD MIT-DK 27 429-129 | 46035305103305 | DRAIN 27 | 3,596.50 | 337176 | 71473 | 07/11/2024 | HOUSTON ENGINEERING INC | 7 | 2024 | 1 | Y | 3,586.50 |
| FM1471 - Total | | | | 3,596.50 | | | | | | | | | |
| FM1516 | FLOOD MIT-Belmont Park | 46035305103332 | FLOOD MITIGATION BELMONT | 256.20 | 337436 | 13448-03-11 | 07/18/2024 | SRF CONSULTING GROUP, INC | 7 | 2024 | 6 | N | - |
| FM1516 - Total | | | | 256.20 | | | | | | | | | |
| FM19C0 | FLOOD MIT-Woodrest | 46035305103305 | WOODCREST FLOOD MITGATIO | 411.00 | 337176 | 71399 | 07/11/2024 | HOUSTON ENGINEERING INC | 7 | 2024 | 1 | N | - |
| FM19C0 - Total | | | | 411.00 | | | | | | | | | |
| FM21A0 | FLOOD MIT-RR Erosion Sluiv | 46035305103305 | RED RIVER EROSION PROT | 23,410.13 | 337176 | 71402 | 07/11/2024 | HOUSTON ENGINEERING INC | 7 | 2024 | 1 | N | - |
| FM21A0 - Total | | | | 23,410.13 | | | | | | | | | |
| FM24A0 | FLOOD MIT-S Univ wall rep | 46035305103305 | UNIV DR FLOODWALL REPAIR | 4,849.80 | 337190 | 10208744 | 07/11/2024 | KLJ ENGINEERING, LLC | 7 | 2024 | 3 | N | - |
| FM24A0 | FLOOD MIT-S Univ wall rep | 46035305103305 | UNIV DR FLOODWALL REPAIR | 176.40 | 337190 | 10208745 | 07/11/2024 | KLJ ENGINEERING, LLC | 7 | 2024 | 3 | N | - |
| FM24A0 | FLOOD MIT-S Univ wall rep | 46035305103305 | UNIV DR FLOODWALL REPAIR | 19,188.45 | 337729 | 10210077 | 08/01/2024 | KLJ ENGINEERING, LLC | 7 | 2024 | 8 | N | - |
| FM24A0 - Total | | | | 24,214.65 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 4600002062000 | Retainage and Retainage R | 4,485.20 | 337178 | FM24A1 #1 071 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 4600002062000 | Retainage and Retainage R | 4,036.70 | 337365 | FM24A1 #2 056 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 8,521.90 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107356 | Paving | 697.00 | 337178 | FM24A1 #1 027 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107356 | Paving | 367.00 | 337365 | FM24A1 #2 042 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 1,064.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107358 | Watermain | 2,250.00 | 337178 | FM24A1 #1 028 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107358 | Watermain | 2,250.00 | 337365 | FM24A1 #2 036 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 4,500.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107359 | Watermain | 700.00 | 337365 | FM24A1 #2 038 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 700.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107361 | Miscellaneous | 1,625.00 | 337178 | FM24A1 #1 026 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 - Total | | | | 1,625.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107362 | Watermain | 123,382.00 | 337178 | FM24A1 #1 029 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107362 | Sanitary Sewer | 18,540.00 | 337365 | FM24A1 #2 040 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107362 | Watermain | 51,477.00 | 337365 | FM24A1 #2 041 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 193,499.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107363 | Watermain | 23,000.00 | 337365 | FM24A1 #2 039 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 23,000.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107366 | Miscellaneous | 25,560.00 | 337365 | FM24A1 #2 037 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 25,560.00 | | | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107369 | Erosion Control | 1,790.00 | 337178 | FM24A1 #1 025 | 07/11/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 2 | N | - |
| FM24A1 | FLOOD MIT-S Univ wall rep | 46035305107369 | Erosion Control | 1,790.00 | 337365 | FM24A1 #2 043 | 07/18/2024 | INDUSTRIAL BUILDERS INC | 7 | 2024 | 4 | N | - |
| FM24A1 - Total | | | | 3,580.00 | | | | | | | | | |
| FM24A1 - Total | | | | 237,916.10 | | | | | | | | | |
| NR23A0 | STRM LFT RHAB DR 27 /38 S | 46035305103305 | STRM SWR LS #47&48 | 88,029.88 | 337176 | 71403 | 07/11/2024 | HOUSTON ENGINEERING INC | 7 | 2024 | 1 | Y | 88,029.88 |
| NR23A0 - Total | | | | 88,029.88 | | | | | | | | | |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 4600002062000 | Retainage and Retainage R | 4,345.51 | 337698 | NR23A3 #4 050 | 08/01/2024 | FUSION AUTOMATION INC. | 7 | 2024 | 7 | Y | (4,345.51) |
| NR23A3 - Total | | | | 4,345.51 | | | | | | | | | |
| NR23A3 | STRM LFT RHAB DR 27 /38 S | 46035305107358 | LIR Station #48 Electric | 43,455.08 | 337698 | NR23A3 #4 011 | 08/01/2024 | FUSION AUTOMATION INC. | 7 | 2024 | 7 | Y | 43,455.08 |
| NR23A3 - Total | | | | 43,455.08 | | | | | | | | | |
| NR24B0 | STRM LFT RHAB-#11 & 57 | 46035305103305 | STORM LS #11&57 | 47,650.33 | 337176 | 71474 | 07/11/2024 | HOUSTON ENGINEERING INC | 7 | 2024 | 1 | Y | 47,650.33 |
| NR24B0 - Total | | | | 47,650.33 | | | | | | | | | |
| NR24B2 | STRM LFT RHAB-#11 & 57 | 46035305103306 | Water Back Test June 24 | 28.00 | 5820240712 | 5820240712 | 07/17/2024 | City of Fargo | 7 | 2024 | 9 | Y | 28.00 |
| NR24B2 - Total | | | | 28.00 | | | | | | | | | |
| Overall - Total | | | | 473,589.94 | | | | | | | | | |

Aug 9, 2024

1

12:44:35 PM

187,381.78 Total SRF

286,208.16 Total Legacy



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 12, 2024
Invoice Number 3999391

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

For Legal Services Rendered Through July 31, 2024

INVOICE TOTAL

| | |
|--|---------------------|
| Total For Current Legal Fees | \$242,070.00 |
| Total For Current Disbursement and Service Charges | \$2,171.14 |
| Total Due This Invoice | \$244,241.14 |

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



Metro Flood Diversion Authority
 Client-Matter No.: 491379-00004
 Invoice Number: 3999391

August 12, 2024
 Page 27

Timekeeper Summary

| Name | Hours | Billed Rate | Amount |
|------------------------------|---------------|--------------------|-------------------|
| Burkhart, Rachel | 56.90 | 620.00 | 35,278.00 |
| Dolezal, Lauri | 0.80 | 400.00 | 320.00 |
| Keane, Bryan | 84.30 | 715.00 | 60,274.50 |
| Knoll, Jocelyn | 82.80 | 800.00 | 66,240.00 |
| Obergfell, Vicki M. | 6.70 | 400.00 | 2,680.00 |
| Racine, David | 85.90 | 535.00 | 45,956.50 |
| Stark, Mary Jo | 27.30 | 420.00 | 11,466.00 |
| Webster, Nathan | 41.80 | 475.00 | 19,855.00 |
| Total all Timekeepers | 386.50 | | 242,070.00 |

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

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

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



Ankura Consulting Group LLC
 PO Box 74007043
 Chicago, IL 60674-7043

INVOICE

| Date | Invoice Number |
|------------|----------------|
| 07/24/2024 | CI-118579 |

| Payment Terms | Due Date |
|---------------|------------|
| Net 30 | 08/23/2024 |

| FEIN NO.: | 47-2435218 |
|-----------|------------|
|-----------|------------|

| Bill To: |
|--|
| John Shockley Metro Flood Diversion Authority c/o John Shockley 444 Sheyenne Street, Suite 102 Wells Fargo, ND 58078 United States of America |

| Project Information: | |
|----------------------|---|
| Project Name: | P-013258 Metro Flood Diversion Authority - Fargo-Moorhead Flood Risk Management Project |
| Project Number: | P-013258 |
| PO Number: | |

| |
|---|
| Professional Services rendered, see attached. |
|---|

| | |
|------------------------------|-----------------------|
| Net Amount: | 128,534.43 |
| Tax: | |
| Total Invoice Amount: | USD 128,534.43 |

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

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

Project #: P-013258
Invoice Date: 7/24/2024
Invoice Number: CI-118579
Professional Services Through: 6/30/2024
Currency: USD

Invoice Summary

| | |
|-------------------------------|-------------------|
| Professional Services | 126,770.00 |
| Expenses | <u>1,764.43</u> |
| Current Invoice Total: | 128,534.43 |

Project #: P-013258
Invoice Date: 7/24/2024
Invoice Number: CI-118579
Professional Services Through: 6/30/2024
Currency: USD

Professional Services - Summary By Person

| Name | Title | Rate | Hours | Amount |
|----------------|--------------------------|-------------|--------------|-------------------|
| Melissa Morea | Senior Managing Director | 525.00 | 44.0 | 23,100.00 |
| Andrew Davis | Director | 350.00 | 134.0 | 46,900.00 |
| Kelsy Kurfirst | Director | 350.00 | 115.0 | 40,250.00 |
| Marissa Wade | Associate | 280.00 | 59.0 | 16,520.00 |
| Total | | | 352.0 | 126,770.00 |

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 (JTS) Invoice # 197722

Flood Diversion Board
 Bond Counsel Work - PPP

Date: August 5, 2024

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

| PROFESSIONAL SERVICES RENDERED | | | |
|--------------------------------|--------------|----------|---------------------|
| | Hours | Rate | Totals |
| JTS | 122.5 | \$398.00 | \$48,755.00 |
| SNW | 1.0 | \$398.00 | \$398.00 |
| KJS | 36.2 | \$398.00 | \$14,407.60 |
| LWC | 27.3 | \$398.00 | \$10,865.40 |
| DCP | 2.9 | \$398.00 | \$1,154.20 |
| KJM | 64.2 | \$345.00 | \$22,149.00 |
| TJF | 4.0 | \$265.00 | \$1,060.00 |
| AJR | 37.1 | \$235.00 | \$8,718.50 |
| TWS | 0.1 | \$225.00 | \$22.50 |
| LDS | 38.8 | \$225.00 | \$8,730.00 |
| NLK | 3.5 | \$180.00 | \$630.00 |
| Total Fees: | 337.6 | | \$116,890.20 |
| Photocopies | | | \$451.00 |
| UPS | | | \$74.77 |
| Recording Fees | | | \$51.00 |
| Total Expenses: | | | \$1,543.05 |
| Grand Total | | | \$118,433.25 |

| | Rates |
|---|----------|
| JTS John T. Shockley, Partner, Supervising Attorney | \$398.00 |
| CMM Christopher M. McShane, Partner | \$398.00 |
| ADC Andrew D. Cook, Partner | \$398.00 |
| SNW Sarah M. Wear, Partner | \$398.00 |
| LDA Lukas D. Andrud, Partner | \$398.00 |
| KJS Katie J. Schmidt, Partner | \$398.00 |
| MWM Marshall W. McCullough, Partner | \$398.00 |
| TJL Tyler J. Leverington, Partner | \$398.00 |
| LWC Lukas W. Croaker, Partner | \$398.00 |
| BTB Brent T. Boeddeker, Partner | \$398.00 |
| DCP David C. Piper, Partner | \$398.00 |
| ABG Alexander B. Gruchala, Associate | \$365.00 |
| JRS J.R. Strom, Associate | \$350.00 |
| KJM Kathryn J. McNamara, Associate | \$345.00 |
| JAM Jenna A. McPherson, Associate | \$310.00 |
| SJH Stephen J. Hilfer, Associate | \$325.00 |
| TJF Tiffany J. Findlay, Associate | \$265.00 |
| MAN Morgan A. Nyquist, Associate | \$280.00 |
| BMK Brittney M. Kelley, Associate | \$310.00 |
| CAS Carol A. Stillwell, Paralegal | \$235.00 |
| AJR Andrea J. Roman, Paralegal | \$235.00 |
| CRR Christie R. Rust, Paralegal | \$225.00 |
| TWS Tim W. Steuber, Paralegal | \$225.00 |
| MRH Meghan R. Hockert, Paralegal | \$225.00 |
| DLR Dena L. Ranum, Paralegal | \$180.00 |
| ATW Amy T. White, Paralegal | \$205.00 |
| LDS Lynne D. Spaeth, Paralegal | \$225.00 |
| PCD Philip C. Dowdell, Legal Project Coordinator | \$160.00 |
| NLK Nicholas L. Klehr, Law Clerk | \$180.00 |

PROFESSIONAL SERVICES RENDERED

| 15-1395 JTS Invoice # 197722 Flood Diversion Board | | Bond Counsel Work - P3 |
|--|--|------------------------|
| FILE NUMBER | MATTER DESCRIPTION | INVOICE - TOTAL FEES |
| 151395-1 | General Topics | \$44,854.20 |
| 151395-4 | Public Finance Issues | \$94.00 |
| 151395-5 | Consultant Contract Review/Development | \$955.20 |
| 151395-12 | USACE Interface/Questions | \$2,009.70 |
| 151395-13 | Third Party Utility MOU's | \$17,032.40 |
| 151395-17 | EPA WIFIA Loan | \$378.30 |
| 151395-23 | PRAM | \$79.60 |
| 151395-24 | P3 Implementation | \$28,711.70 |
| 151395-27 | UMA/Utility Review | \$9,011.90 |
| 151395-28 | CCJWRD Temporary RIB 2024A | \$869.50 |
| 151395-30 | Dispute Review Board Matters | \$12,893.70 |
| TOTAL | | \$116,890.20 |



Ankura Consulting Group LLC
 PO Box 74007043
 Chicago, IL 60674-7043

INVOICE

| Date | Invoice Number |
|------------|----------------|
| 08/13/2024 | CI-120311 |

| Payment Terms | Due Date |
|---------------|------------|
| Net 30 | 09/12/2024 |

| FEIN NO.: | 47-2435218 |
|-----------|------------|
|-----------|------------|

| Bill To: |
|--|
| John Shockley Metro Flood Diversion Authority c/o John Shockley 444 Sheyenne Street, Suite 102 Wells Fargo, ND 58078 United States of America |

| Project Information: | |
|----------------------|---|
| Project Name: | P-013258 Metro Flood Diversion Authority - Fargo-Moorhead Flood Risk Management Project |
| Project Number: | P-013258 |
| PO Number: | |

| |
|---|
| Professional Services rendered, see attached. |
|---|

| | |
|------------------------------|-----------------------|
| Net Amount: | 109,599.91 |
| Tax: | |
| Total Invoice Amount: | USD 109,599.91 |

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

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

Project #: P-013258
Invoice Date: 8/13/2024
Invoice Number: CI-120311
Professional Services Through: 7/31/2024
Currency: USD

Invoice Summary

| | |
|-------------------------------|-------------------|
| Professional Services | 108,307.50 |
| Expenses | 1,292.41 |
| Current Invoice Total: | 109,599.91 |
| Outstanding Invoices | 128,534.43 |
| Total Amount Due | 238,134.34 |

Project #: P-013258
Invoice Date: 8/13/2024
Invoice Number: CI-120311
Professional Services Through: 7/31/2024
Currency: USD

Professional Services - Summary By Person

| Name | Title | Rate | Hours | Amount |
|----------------|--------------------------|-------------|--------------|-------------------|
| Melissa Morea | Senior Managing Director | 525.00 | 26.3 | 13,807.50 |
| Andrew Davis | Director | 350.00 | 115.7 | 40,495.00 |
| Kelsy Kurfirst | Director | 350.00 | 97.5 | 34,125.00 |
| Marissa Wade | Associate | 280.00 | 71.0 | 19,880.00 |
| Total | | | 310.5 | 108,307.50 |



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 12, 2024
Invoice Number 3999384

Client-Matter No.: 491379-00006
Employment advice

For Legal Services Rendered Through July 31, 2024

INVOICE TOTAL

| | |
|-------------------------------|--------------------|
| Total For Current Legal Fees | \$20,899.00 |
| Total Due This Invoice | \$20,899.00 |

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



Metro Flood Diversion Authority
Client-Matter No.: 491379-00006
Invoice Number: 3999384

August 12, 2024
Page 5



Total Hours **31.10**

| | | |
|--|-----------------------------|--------------------|
| | Total For Legal Fees | \$20,899.00 |
| | Total This Invoice | \$20,899.00 |

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

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

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

Southeast Water Users District Summary of MURA Invoices

| <u>Date</u> | <u>Invoice #</u> | <u>Vendor</u> | <u>Amount</u> |
|-------------|------------------|-------------------|---------------|
| 04/25/23 | 86912 | AE2S | \$ 1,083.75 |
| 05/23/23 | 87533 | AE2S | 760.00 |
| 07/25/23 | 88667 | AE2S | 2,367.00 |
| 08/22/23 | 89235 | AE2S | 380.00 |
| 09/26/23 | 89924 | AE2S | 1,092.50 |
| 10/24/23 | 90517 | AE2S | 2,484.00 |
| 01/23/24 | 92503 | AE2S | 663.00 |
| 06/25/24 | 95912 | AE2S | 4,260.00 |
| 07/23/24 | 96416 | AE2S | 532.50 |
| 07/24/24 | 2625 | Eppler Law Office | 6,981.20 |
| | | | - |
| | | | ----- |
| | | | \$ 20,603.95 |

GLACIER ENTERPRISES, LLC

PO Box 189
Horace, ND 58047

Invoice

Invoice #: 3575
Invoice Date: 6/18/2024
Due Date: 7/3/2024
Project:
P.O. Number:

Bill To:
 Pleasant Township
 305 7th ST
 Hickson, ND 58047

| Description | Hours/Qty | U/M | Rate | Amount |
|--------------------------------|-----------|-----|-------|-------------------|
| Class 5 gravel to 171st Ave SE | 250.62 | yd | 24.25 | 6,077.54 |
| Total | | | | \$6,077.54 |
| Payments/Credits | | | | \$0.00 |
| Balance Due | | | | \$6,077.54 |

GLACIER ENTERPRISES, LLC

PO Box 189
Horace, ND 58047

Invoice

Invoice #: 3603
Invoice Date: 7/18/2024
Due Date: 8/2/2024
Project:
P.O. Number:

Bill To:

Pleasant Township
305 7th ST
Hickson, ND 58047

| Description | Hours/Qty | U/M | Rate | Amount |
|----------------------------------|-----------|-----|----------|----------|
| Widen intersection at 50th ST SE | | | 4,875.00 | 4,875.00 |

| | |
|-------------------------|------------|
| Total | \$4,875.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$4,875.00 |



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

July 22, 2024

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 \$7,137.00 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

Leilei Bao

Leilei Bao
Treasurer

Melissa Hinkemeyer
Director, Secretary

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

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



INVOICE: INV011110

Date 08/06/2024
 Invoice account 198

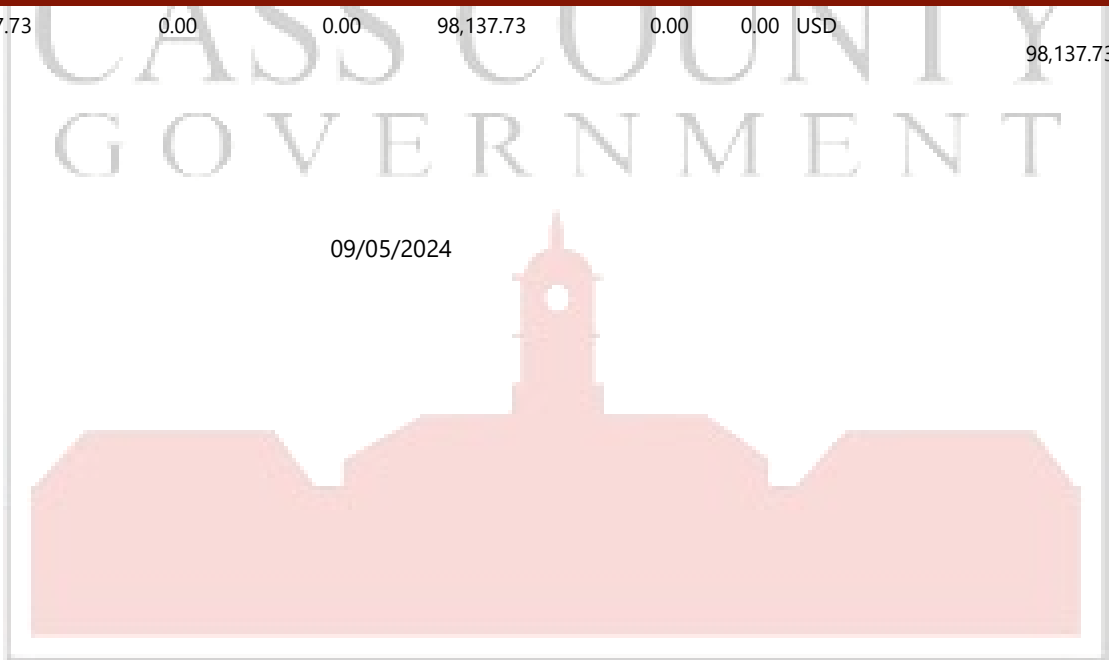
CITY OF FARGO
 PO BOX 49
 Fargo, ND

| Description | Quantity | Unit price | Amount |
|----------------------|----------|------------|-----------|
| FM DIVERSION PAYROLL | 1.00 | 94,394.14 | 94,394.14 |
| FM DIVERIONS MISC | 1.00 | 3,743.59 | 3,743.59 |

| Sales subtotal amount | Total discount | Total charges | Net amount | Sales tax | Round-off | Currency | Total |
|-----------------------|----------------|---------------|------------|-----------|-----------|----------|-----------|
| 98,137.73 | 0.00 | 0.00 | 98,137.73 | 0.00 | 0.00 | USD | 98,137.73 |

Due date

09/05/2024



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: **INV011110**

Date: 08/06/2024

Total: 98,137.73

Name: CITY OF FARGO

Account #: 198

Due date 09/05/2024



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

July 22, 2024

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$1,120.55 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

Leilei Bao

Leilei Bao
Treasurer

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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



Diversion Authority Board Meeting

August 22, 2024

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)



| MOU Parties | Project | MOU or Agreement Summary |
|---|--|---|
| Comstock Lutheran Church, ELCA & MFDA Agreement | Clara Cemetery Proposed Mitigation Project in the Upstream Mitigation Area | <p>In accordance with the Settlement Agreement, the PRAM, MnDNR Permit Conditions, and Section 106 Requirements for Historic Affected Cemeteries the Authority adopted a Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the staging area. The Clara Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include potential for grass and tree damage over existing conditions due to greater depth and duration of flooding if the flooding occurs during the growing season, potential for shifting or tripping over of headstones at and above a 50-Year Flood Event, potential for soil and crop debris from adjacent agricultural field to wash into the Cemetery with the flood waters, necessitating clean-up not needed under existing conditions, potential for headstones tipping over or moving due to flood waters, access problems to the Cemetery for longer periods of time due to greater duration of flooding, and potential need for repairs to gravel roads used for cemetery access and to the road within the Cemetery. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include a flowage easement, a levee built to the 100-Year Flood Event, replanting of trees and other vegetation to improve visual impact, and Post-Operation Debris and Clean-up (collectively, referred to as the "Project"). The Authority is responsible for the design, construction, operation, and maintenance of the Project.</p> |
| | | |

**AGREEMENT RELATED TO IMPACTS, MITIGATION REQUIREMENTS, AND PROPOSED
MITIGATION MEASURES FOR CLARA CEMETERY**

THIS AGREEMENT (the “Agreement”) is made and entered into this 22nd day of August, 2024 (the “Effective Date”) by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, ND 58104 (the “Authority”) and Comstock Lutheran Church, ELCA, whose post office address is PO Box 7, Comstock, MN 56525 (the “Church”).

RECITALS

WHEREAS, the Authority is a joint powers entity consisting of Clay County, Minnesota; the City of Moorhead, Minnesota; Cass County, North Dakota; the City of Fargo, North Dakota; and the Cass County Joint Water Resource District, North Dakota (the “Member Entities”); and

WHEREAS, the United States Army Corps of Engineers (“USACE”), the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, conducted studies to determine what flood protection could be developed to protect the Fargo-Moorhead metropolitan area; and

WHEREAS, on July 11, 2016, the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Authority (the “Non-Federal Sponsors”) and the USACE entered into the Project Partnership Agreement (“PPA”) which sets forth the responsibilities of the Non-Federal Sponsors and the USACE for the implementation of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, the leaders and representatives of the Authority entered into a Joint Powers Agreement, dated June 1, 2016 (“JPA”) that established procedures and a governing structure to secure flood risk reduction for the Fargo-Moorhead metropolitan area; and

WHEREAS, Section 7.01(z) of the JPA allows the Authority to enter into contracts or other arrangements with cemetery associations or non-profit entities operating cemeteries for operation or assistance in the design and construction of the Comprehensive Project; and

WHEREAS, in 2014, USACE conducted a federal cemetery mitigation study that identified mitigation options for cemeteries impacted by the Comprehensive Project; and

WHEREAS, federal project operation requirements dictate that the Authority obtain flowage easements on land within USACE federal Mitigation Zone 1 and Mitigation Zone 2 for the Comprehensive Project, including cemeteries; and

WHEREAS, in addition, the Authority, Richland-Wilkin Joint Powers Authority, Buffalo-Red River Watershed District, and the Cities of Wolverton and Comstock, Minnesota entered into a settlement agreement for resolution of all claims, actions, disputes, and litigation pertaining to Plan B, the proposed flood protection project (the “Settlement Agreement”); and

WHEREAS, the Settlement Agreement requires the Authority to provide reasonably sufficient and annual funds to affected cemeteries located within the Staging Area to develop and construct reasonable cemetery protection plans, which may include ring dikes/levees, fencing, maintenance requirements, and/or internal water management and discharge system inside the ring dikes/levees surround the cemetery to eliminate and prevent any impact of the Comprehensive Project; and

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WHEREAS, in addition, the Authority developed the Property Rights Acquisition and Mitigation Plan to document the property rights acquisition and mitigation policies to be followed for the Comprehensive Project (the “PRAM”); and

WHEREAS, the PRAM requires the Authority to develop a cemetery protection plan to identify impacts, mitigation requirements, and proposed mitigation for individual cemeteries affected by the Comprehensive Project; and

WHEREAS, in accordance with the Settlement Agreement and PRAM, the Authority adopted the Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the Staging Area and with viewshed impacts as a result of the Comprehensive Project; and

WHEREAS, the Authority and the Church desire to set forth in writing their mutual understandings and to define the terms and conditions of each party’s rights and obligations in connection with impacts and mitigation measures as a result of the Comprehensive Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby state as follows:

AGREEMENT

1. **DEFINITIONS.** All capitalized and bolded terms used and not otherwise defined herein shall have the meanings given to them in the Cemetery Protection Plan unless a different meaning clearly applies from the context.

“50-Year Flood Event” means the flood event that has a two percent (2%) chance of being met or exceeded in any year.

“100-Year Flood Event” means the flood event that has a one percent (1%) chance of being met or exceeded in any year.

“500-Year Flood Event” means the flood event that has a two-tenths percent (0.2%) chance of being met or exceeded in any year.

“Agreement” means this Agreement by and between the Authority and the Cemetery.

“Authority” means the Metro Flood Diversion Authority, a permanent and perpetual North Dakota political subdivision created by the Joint Powers Agreement.

“Best Efforts” means acting in Good Faith and in accordance with generally accepted commercial practices and using reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with applicable Federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable Federal or state law.

“Buffalo-Red River Watershed District” means the Buffalo-Red River Watershed District, a watershed district in the Red River Basin.

“Business Day” means any day that is not a Saturday, a Sunday, or a public holiday under the laws of North Dakota.

“Cass County” means Cass County, North Dakota.

“Cass County Joint Water Resource District” or "CCJWRD" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, and its successors and assigns.

“Cemetery Protection Plan” means the plan that identifies potential impacts and mitigation measures for cemeteries within the Staging Area and with viewshed impacts as a result of the Comprehensive Project.

“Church” means the Comstock Lutheran Church, ELCA, the entity that operates Clara Cemetery.

“City of Comstock” means the City of Comstock, Minnesota.

“City of Fargo” means the City of Fargo, North Dakota.

“City of Moorhead” means the City of Moorhead, Minnesota.

“City of Wolverton” means the City of Wolverton, Minnesota.

“Clara Cemetery” or “Cemetery” means Clara Cemetery located in the SW quarter of the SW quarter of the SW quarter of Section 17, Township 137, Range 48 West, Holy Cross Township, Clay County, Minnesota.

“Clay County” means Clay County, Minnesota.

“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 with a Finding of No Significant Impact (FONSI) signed September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated February 2019 with FONSI signed February 28, 2019, and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B.

“Construction Work” means all work for the Project related to construction.

“Diversion Inlet Structure” means the hydraulic control structure to control the flow of water entering the SWDCAI north of the SEAI.

“Effective Date” means the date provided in the initial paragraph.

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

“Holy Cross Township” means Holy Cross Township, Minnesota.

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

“Maple River” means the river so named and located in North Dakota.

“MDNR Permit” means the MDNR Dam Safety and Public Works Water Permit No. 2018-0819, and any amendments thereto.

“Member Entities” means those entities – the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Cass County, North Dakota; Clay County, Minnesota, and CCJWRD – signing the Joint Powers Agreement and establishing the Authority.

“Minnesota” means the State of Minnesota.

“Minnesota DNR” or “MDNR” means the Minnesota Department of Natural Resources.

“Mitigation Zone 1” means areas with a depth difference of one (1) foot or greater for the 100-Year or 500-Year Flood Events (whichever is greater) within Cass and Clay Counties and along the Red River corridor within Richland and Wilkin Counties.

“Mitigation Zone 2” means areas outside of Mitigation Zone 1 with a depth difference of one (1) foot or greater for the 100-Year or 500-year Flood Event (whichever is greater).

“Mitigation Zone 3” means the area in North Dakota beyond Mitigation Zone 1 and Mitigation Zone 2, where the Comprehensive Project causes a hydraulic effect of 0.5 feet or more at the 100-Year Flood Event.

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

“Mitigation Zone 4B” means the area in Minnesota beyond Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a hydraulic effect of 0.1 feet or more at the 500-Year Flood Event.

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

“Moorhead-Clay County Joint Powers Authority” means the Moorhead-Clay County Joint Powers Authority, a political subdivision of the State of Minnesota, its successors and assigns.

“National Historic Preservation Act of 1966” means the National Historic Preservation Act, Public Law 89-665, codified in title 16 of the United States Code.

“National Register of Historic Places” means the United State’s federal government’s official list of sites, buildings, structures and objects deemed worthy of preservation for historical significance.

“Non-Federal Sponsors” means the entities providing the non-federal project costs for the Comprehensive Project, which includes the City of Fargo, the City of Moorhead, and the Authority.

“North Dakota” means the State of North Dakota.

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

“Plan B” means the proposed comprehensive flood risk management project for the Fargo-Moorhead metropolitan area that was the subject of the MDNR Permit and the Minnesota Contested Case.

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“Post Operation Debris Clean-up and Restoration Plan” means the plan described in Article XIX of the Settlement Agreement.

“PPA” means the Project Partnership Agreement executed by and between the Department of the Army and the City of Fargo, the City of Moorhead, and the Authority for construction of the Comprehensive Project, dated July 11, 2016, and as amended from time to time.

“Project” means work to be completed to mitigate the effects of the Comprehensive Project to the Cemetery.

“Project Work” means all efforts necessary to accomplish the Project, including all coordination, design work, design review, permitting, Construction Work, inspection, and maintenance of records, whether provided by the Authority or the Cemetery.

“Property Rights Acquisition and Mitigation Plan” or “PRAM” means plan that documents the property rights acquisition and mitigation policies that will be followed by the Authority for the Comprehensive Project.

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

“Red River Structure” means the hydraulic control structure to be procured by USACE, and located within the SEAI, designed to control and/or meter the flow of the Red River.

“Settlement Agreement” means the Settlement Agreement by and between the Authority, the Richland-Wilkin Joint Powers Authority, the Buffalo-Red River Watershed District, the City of Wolverton, Minnesota, and the City of Comstock, Minnesota, dated as of February 1, 2021.

“Sheyenne River” means the river so named and located in North Dakota.

“Site” means the physical location at which any Project Work is being done, has been done, or will be done as part of the Project.

“Southern Embankment and Associated Infrastructure” or “SEAI” means the SEAI portion of the Comprehensive Project consisting of the Diversion Inlet Structure, Wild Rice River Structure, Red River Structure, associated road raises, earthen embankment, and western tie-back levee.

“Staging Area” means the area upstream of the Southern Embankment, Diversion Inlet Structure, Red River Structure, and the Wild Rice River Structure (both of which are being built as part of Plan B) that will be used to store floodwater when the Comprehensive Project is fully operational. The Staging Area includes Mitigation Zones 1 and 2.

“Storm Water Diversion Channel and Associated Infrastructure” or “SWDCAI” means the diversion channel and associated infrastructure located on the North Dakota side of the Red River, which conveys flows of twenty thousand (20,000) cubic feet per second during a 100-Year Flood Event. The diversion channel consists of six (6) channel segments up to three hundred (300) feet wide, approximately thirty (30) feet deep, thirty (30) miles in length, with three (3) railroad bridges, four (4) two-lane interstate bridges, and up to eleven (11) county highway bridges crossing the diversion channel and two (2) aqueduct hydraulic structures to convey the normal flow of the Sheyenne and Maple Rivers over the diversion channel to preserve fish crossings, in addition to ten (10) local stormwater drain inlets.

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“Upstream Mitigation Area” or “UMA” means the area where the Authority is required to obtain property rights for the temporary storage of floodwaters during Comprehensive Project operations. The UMA includes Mitigation Zone 1, Mitigation Zone 2, Mitigation Zone 3, and Mitigation Zone 4.

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

“Wild Rice River Structure” means the control structure for the Wild Rice River located southeast of the City of Horace, North Dakota.

2. **PURPOSE.** The federal cemetery mitigation study conducted by USACE identified eleven (11) cemeteries in the Staging Area that would experience impacts from the Comprehensive Project. An illustration of the Staging Area is attached as **Exhibit A**. As a result of the approval of Plan B and changes to the Comprehensive Project, the Authority has determined that eight (8) of the eleven (11) cemeteries originally identified will potentially experience impacts as a result of the Comprehensive Project, including Clara Cemetery. The purpose of this Agreement is to identify potential impacts, describe mitigation measures, and ensure a coordinated, timely, and cost-effective process for completing the Project, which is defined further in Section 3.
3. **DESCRIPTION OF PROJECT.** The Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include potential for grass and tree damage over existing conditions due to greater depth and duration of flooding if the flooding occurs during the growing season, potential for shifting or tripping over of headstones at and above a 50-Year Flood Event, potential for soil and crop debris from adjacent agricultural field to wash into the Cemetery with the flood waters, necessitating clean-up not needed under existing conditions, potential for headstones tipping over or moving due to flood waters, access problems to the Cemetery for longer periods of time due to greater duration of flooding, and potential need for repairs to gravel roads used for cemetery access and to the road within the Cemetery. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include flowage easements, a levee built to the 100-Year Flood Event, replanting of trees and other vegetation to improve visual impact, anchoring grave markers, and Post-Operation Debris and Clean-up (collectively, referred to as the “Project”).
4. **LEVEE.** The levee will be constructed in accordance with the preliminary concept attached as **Exhibit B**, which is subject to changes in alignment. In the event the concept for the Project changes, the Authority will provide the Church with updated plans and concepts accordingly. Any changes or updates to the concept for the Project must meet the requirement of a levee built to protect up to the 100-Year Flood Event.
5. **PERFORMANCE OF PROJECT WORK.** The Authority or its Member Entities will perform the Project Work. The Authority will not be responsible for the burial or other activities on the Site.
6. **FUNDS PROVIDED BY THE AUTHORITY.** The Authority is responsible for providing initial and annual funds for the design, construction, operation, and maintenance of the Project as defined in this Agreement. The Authority agrees to pay the costs of reasonable professional fees for the Project (e.g., legal fees) to the Church.
7. **FLOWAGE EASEMENT.** The Authority is required to obtain flowage easements for cemeteries that have area within Mitigation Zone 1, Mitigation Zone 2, Mitigation Zone 3, or Mitigation Zone 4. Normal cemetery operations include burials, operation, and maintenance activities will not be restricted by the flowage easement. Because the Cemetery is in Mitigation Zone 1 and because Project will be built to the 100-Year Flood Event, the Authority has determined that a flowage easement is

required for Clara Cemetery. On the Effective Date, the Authority and the Church will execute the Flowage Easement attached as **Exhibit D** to this Agreement.

8. **TREES AND OTHER VEGETATION.**

- (a) The Authority shall develop aesthetic renderings to illustrate the development of the landscaping on the levee. The Authority intends to plant trees, shrubs, prairie grasses, and other vegetation as agreed to in the aesthetic renderings in the Cemetery to mitigate the visual impacts of the levee. The Authority intends to plant the prairie grasses on the levee to minimize maintenance.
- (b) The parties agree that the Authority will direct its contractor to provide a one (1) year establishment period for all trees and turf grasses, and a three (3) year establishment period for native grasses and wild flowers. During the establishment periods, the contractor shall employ all possible means to preserve the plantings in a healthy condition including watering, weeding, pesticide application, pruning, staking and rutting protection, replacement of unacceptable plants, together with such other work as may be ordered. At the end of such establishment periods, the ongoing obligation to maintain the vegetation shall be the responsibility of the Church.
- (c) The Authority shall pay the Church five thousand dollars (\$5,000.00) for additional tree and vegetation establishment measures that may be conducted above and beyond what the Authority is requiring of their contractor in Section 8.b.
- (d) Existing trees at the Cemetery were primarily dead and needed to be removed by the Church prior to replanting new trees. The Church retained a contractor to remove the trees for a fee of twenty-seven thousand five hundred dollars (\$27,500.00). The Authority shall reimburse the Church for the contractor's fee in the amount of twenty-seven thousand five hundred dollars (\$27,500.00) within thirty (30) days of the execution of this Agreement and in accordance with invoicing procedures set forth in Section 18.

9. **ACCESS TO CEMETERY; RAISING ROADS.** The Authority will maintain reasonable access to the Cemetery at all times when the Comprehensive Project is not operating. In coordination with the USACE, the Authority will only raise roads when it does not impact water-surface elevation. The Authority will coordinate with the Church to ensure access to the Cemetery during the Comprehensive Project's non-operation.

10. **SIGNAGE.** The two (2) signs within the Cemetery will be enclosed by the levee as part of the Project. The signs will be moved to locations enclosed by the levee as determined by the Church.

11. **POST OPERATION REPAIR AND CLEAN-UP.** The Authority will provide for the clean-up of debris and restoration of property arising out of the operation of the Comprehensive Project in accordance with the Settlement Agreement.

12. **MAINTENANCE.** The Authority requires an access easement to conduct any and all necessary maintenance for the Project. The Authority shall work in conjunction with the Church, Clay County, Minnesota, and Holy Cross Township with regard to maintenance of roadways impacted by the Project. Routine maintenance such as mowing and vegetation control of the Church property shall be the responsibility of the Church. The parties may enter into subsequent agreements to address operations and maintenance needs related to the Cemetery. The Authority shall be responsible for mowing, weed control, and routine maintenance of the levee. In the event the Authority fails to perform routine maintenance of the levee or its property, the Church may contract to have the routine maintenance done at the Authority's expense.

13. **SECTION 106 REQUIREMENTS FOR HISTORIC AFFECTED CEMETERY.** Pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, federal agencies must take into consideration the effects of its undertakings on historic properties. The Cemetery has been recommended as eligible for listing in the National Register of Historic Places for its association with historical events connected with rural settlement/pioneer settlement of the Red River. Since the Cemetery has been identified as eligible to the National Register of Historic Places, the Authority shall abide by mitigation required by Section 106 of the NHPA.
14. **MN DNR PERMIT CONDITIONS.** The Authority will abide by MDNR permit conditions with respect to mutually agreed mitigation for the Cemetery. Pursuant to Permit Condition 25 of the MDNR permit, prior to dam operation, the Authority shall provide to the MDNR written, mutually agreed upon mitigation for impacts to the Cemetery. No impoundment of water is allowed by the MN DNR permit until all property rights are acquired and the MDNR receives and approves signed agreements executed by the owners of the Cemetery and the Authority.
15. **MN STATE ARCHAEOLOGY CONSIDERATIONS.** The Authority shall coordinate with the Minnesota State Archaeologist regarding MDNR concerns related to the height of the levee. In addition, the Authority shall meet Secretary of the Interior Standards and shall have an archaeological monitor on-site during Construction Work related to the Project.
16. **PROPERTY ACQUISITION AND OWNERSHIP OF THE LEVEE.** The Authority previously determined that the property where the Cemetery is located had unmarketable title and no definitive owner. The Authority worked with the Church to obtain a final judgment in a quiet title action to determine the fee simple owner of the property is the Church. The Church shall grant a flowage easement and an access easement across the property to the Moorhead-Clay County Joint Powers Authority¹, prior to the Authority commencing any Construction Work related to the Project.

To complete the Project, a portion of the property around the Cemetery must be purchased, a map of which is attached as **Exhibit C**. The Authority is working to acquire additional property rights to construct the Project. Upon completion of the Project, the Authority will deed the property to the Church. The Authority will own the property upon which the levee is located and the Church will own all other property with the exception of County and Township roadways. The Authority shall be responsible for the operation and maintenance of the levee and all costs incurred for the operation and maintenance of the levee as provided in Section 6 of this Agreement.

17. **RIGHT OF SITE ACCESS.**
 - (a) To ensure the Authority can monitor and ensure completion of the Project in a timely and efficient manner, the Church shall, to the extent the Authority requests a grant of access, grant the Authority or its representatives the right to access, enter, inspect, and maintain any Site.
 - (b) Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the Authority.
 - (c) Prior to exercising rights of Site access, the Authority shall provide the Church with at least twenty-four (24) hours' notice if it intends to access a Site on which Project Work is currently and actively being completed. The Authority or its representatives must comply with any safety requirements of the Church while on Site.

¹ The Moorhead-Clay County Joint Powers Authority is responsible for acquiring necessary property rights in Minnesota for the Comprehensive Project.

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- (d) If the Authority or its representatives attempts to exercise the rights described in this Section, but doing so would pose a safety hazard, the Authority or its representatives shall be kept from accessing, entering, or inspecting the Site in question, only for so long as reasonably required to make the Site safe for access, entry, and inspection.
18. **INVOICES.**
- (a) The Church will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Church will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to bakkegardk@fmdiversion.gov. Each invoice should include the identification of the Church, a description of the activity included in the invoice, and the address where payment should be remitted. The Church may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment or (ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Church.
- (b) After the Authority receives a Church invoice, the Authority will either process the invoice for payment or give the Church specific reasons, in writing, within fifteen (15) calendar days, why part or all of the Authority's payment is being withheld and what actions the Church must take to receive the withheld payment.
- (c) In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to the Church.
- (d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, the Church must credit any payment error from any payment that is due or that may become due to the Church under this Agreement.
- (e) The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by North Dakota law if a lesser amount, on all past-due amounts thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.
19. **AUDIT.** All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by the Church from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by the Church. The ability of the Authority to audit the Church's invoices will extend for a period of three (3) years from the date final payment has been received by the Church.
20. **WORKERS' COMPENSATION.** Each Party will maintain workers' compensation insurance or self-insurance coverage covering its own employees while they are providing assistance pursuant to this Agreement.
21. **INSURANCE.** The Church shall list the Authority (including its agents and contractors) as an additional insured on any insurance policy obtained in connection with the Project. No Project Work may be done until a certificate of insurance listing the additional insured is produced. An additional insured shall be given notice at least thirty (30) calendar days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that the policy is terminated for any reason and notice has not been previously given to the additional insured, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible. The Church shall obtain a

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- general liability insurance policy providing no less than two million dollars (\$2,000,000) of coverage in connection with the Project.
22. **TERM.** This Agreement will continue in full force and effect for ten (10) years following the Effective Date and will automatically renew for successive 10-year periods unless the Church and the Authority agree in writing to termination of this Agreement.
23. **TERMINATION.** This Agreement will terminate upon termination of the Settlement Agreement. The Authority's obligations under this Agreement to pay for the Church's design, construction, litigation, eminent domain expenses, or operation and maintenance of the Project that occurred prior to the termination of this Agreement shall remain in place following termination of this Agreement.
24. **DISPUTES WITH CONTRACTORS AND THIRD PARTIES.** The Parties shall coordinate with respect to any dispute with contractors and/or third parties. Such coordination shall include any potential or ongoing litigation.
25. **DISPUTE RESOLUTION PROCESS.** The Parties shall cooperate and use their Best Efforts to ensure that the provisions of this Agreement 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 Agreement. If disputes cannot be resolved informally by the Parties or under other situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.
- (a) Mediation. If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a single mediator, or if that cannot be agreed upon, shall each contribute three (3) names to a list of mediators and select a mediator by alternately striking names until one (1) remains. The Authority shall strike the first name, followed by the Church, until one (1) name remains. The Parties will equally split any fees of the mediator.
- (b) Litigation. If the dispute is not resolved within thirty (30) calendar days after the end of mediation proceedings, the Parties may litigate the matter.
- (c) Legal Fees. Each Party will be responsible for its own attorney's fees in connection with a dispute under this Agreement.
26. **AUTHORIZED REPRESENTATIVES.** Each of the Authority and the Church hereby designates the following individual as its initial authorized representative, respectively, to administer this Agreement on its respective behalf:
- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) Church: President
27. **NOTICE.** All notices under the Agreement 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 receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:
- (a) All notices to the Authority, including Comprehensive Project correspondence, submittals, and samples, will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Authority's authorized representative:

Metro Flood Diversion Authority
Attention: Executive Director
4784 Amber Valley Pkwy S, Suite 100
Fargo, ND 58104

- (b) All notices to the Church will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Church’s authorized representative:

Comstock Lutheran Church, ELCA
Attn: President
2044 Main Street
Comstock, MN 56525

- (c) 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.

- 28. **RELATIONSHIPS CREATED.** The Parties agree this Agreement does not create any agency, partnership, joint venture, or any other relationship between the Parties and that the Church and the Authority are solely responsible for their own actions or omissions.
- 29. **GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of Minnesota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be venued in Clay County in the State of Minnesota, and the Parties waive any objection to personal jurisdiction.
- 30. **CONFLICT.** In the event of conflict between this Agreement and any other agreement, this Agreement shall control and govern the Project.
- 31. **ELECTRONIC SIGNATURES.** The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
- 32. **COMPLETE AGREEMENT.** This Agreement 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.
- 33. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provisions or portions of the Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined invalid, illegal, or enforceable.
- 34. **MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both Parties to this Agreement.
- 35. **BINDING EFFECT.** This Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by, any third party.

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36. **REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other parties.
37. **HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.
39. **REPRESENTATION OF AUTHORITY.** Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
40. **FORCE MAJEURE.** Neither the Church nor the Authority shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control, and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other party in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Party receives notice under this Section, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

IN WITNESS WHEREOF, the Authority and the Church caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

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COMSTOCK LUTHERAN CHURCH, ELCA

By: _____

Its: _____

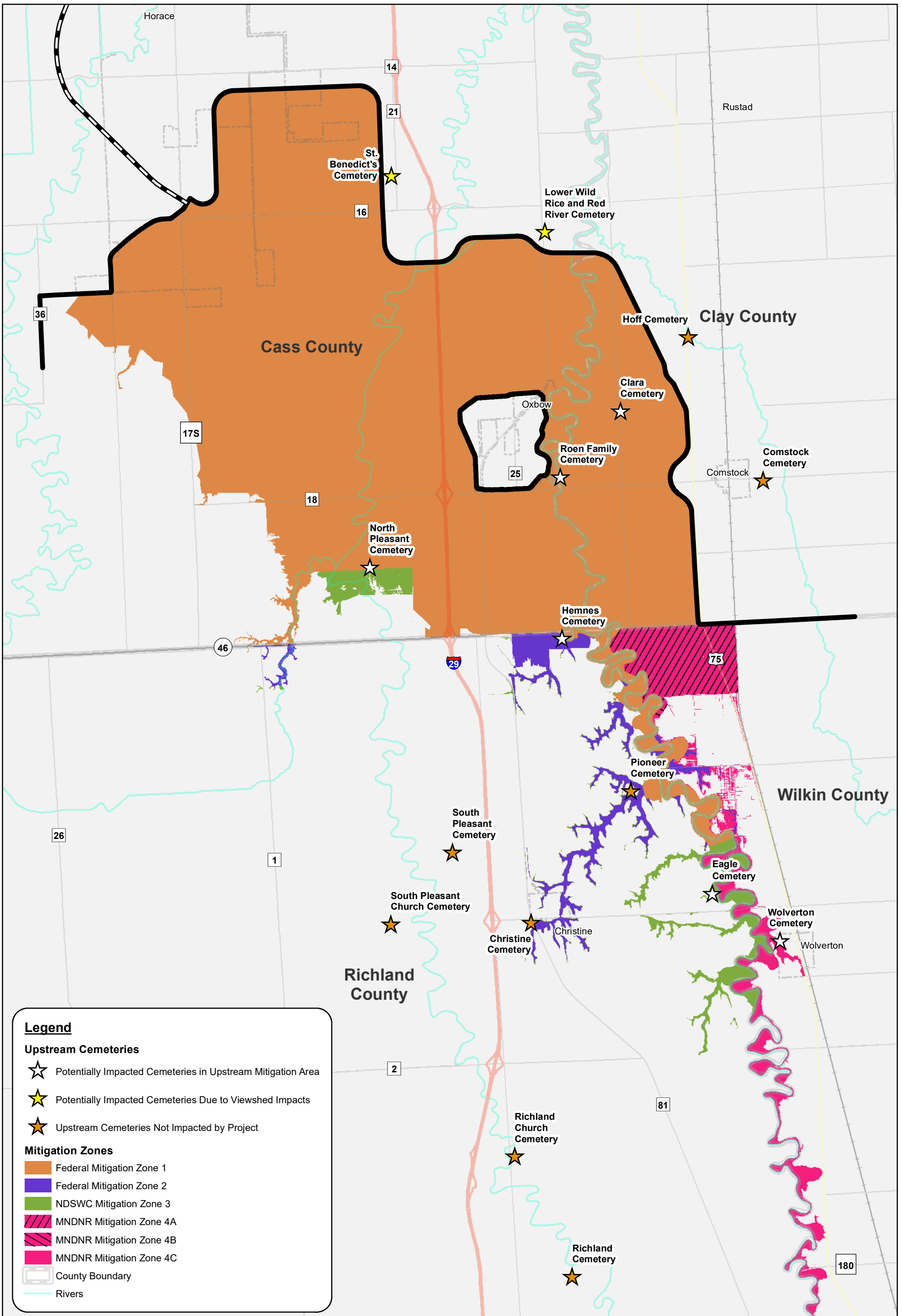
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METRO FLOOD DIVERSION AUTHORITY

By: _____
Michelle (Shelly) A. Carlson, Chair

By: _____
Michael Redlinger, Co-Executive Director

By: _____
Robert Wilson, Co-Executive Director



Legend

Upstream Cemeteries

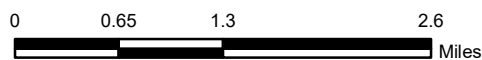
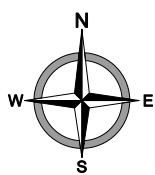
- ☆ Potentially Impacted Cemeteries in Upstream Mitigation Area
- ★ Potentially Impacted Cemeteries Due to Viewshed Impacts
- ★ Upstream Cemeteries Not Impacted by Project

Mitigation Zones

- Federal Mitigation Zone 1
- Federal Mitigation Zone 2
- NDSWC Mitigation Zone 3
- MNDNR Mitigation Zone 4A
- MNDNR Mitigation Zone 4B
- MNDNR Mitigation Zone 4C
- County Boundary
- Rivers

**FM AREA DIVERSION
CEMETERIES NEAR THE UPSTREAM
MITIGATION ZONES**

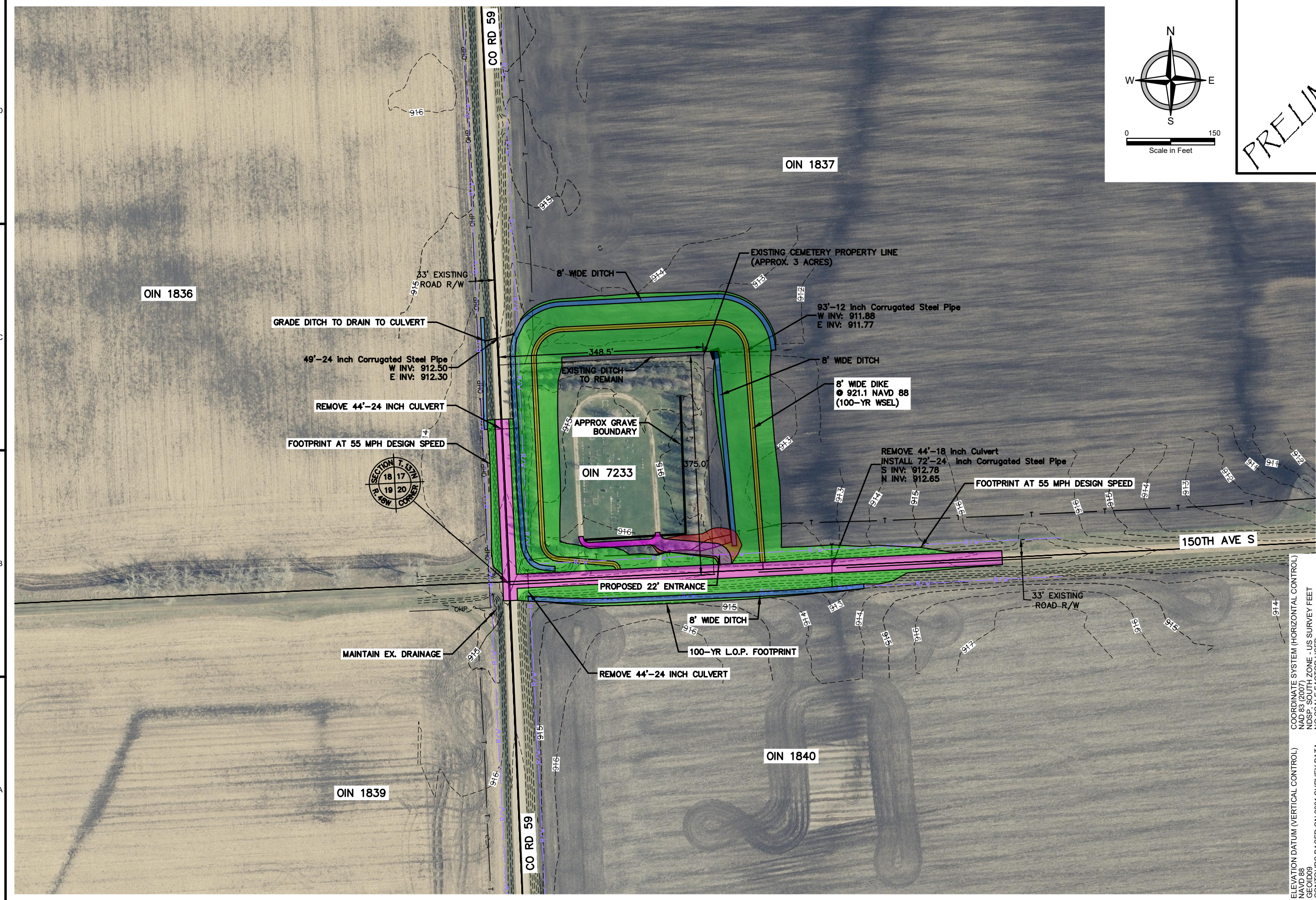
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Plotted By: benjamin.kugler Parcel Date: Varies Aerial Image: N/A Elevation Data: 2008 Lidar
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T:\Projects\191001\19116\2021_UMA_PRAM_6\Protected_and_Staging_Area_Cemeteries_2022_01_25.mxd



Source: CLOMR FEMA Case Number 19-08-0683R



FILE LOCATION: R:\Projects\19000\19100\19116\DRAWINGS\DESIGN\19116-CLARA-CEMETERY-100yr_AltLevee.dwg



PRELIMINARY



CLARA CEMETERY RING DIKE
 FM AREA DIVERSION PROJECT
 CLAY COUNTY, MINNESOTA
 100 YR LOP - GENERAL LAYOUT

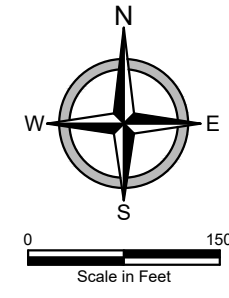
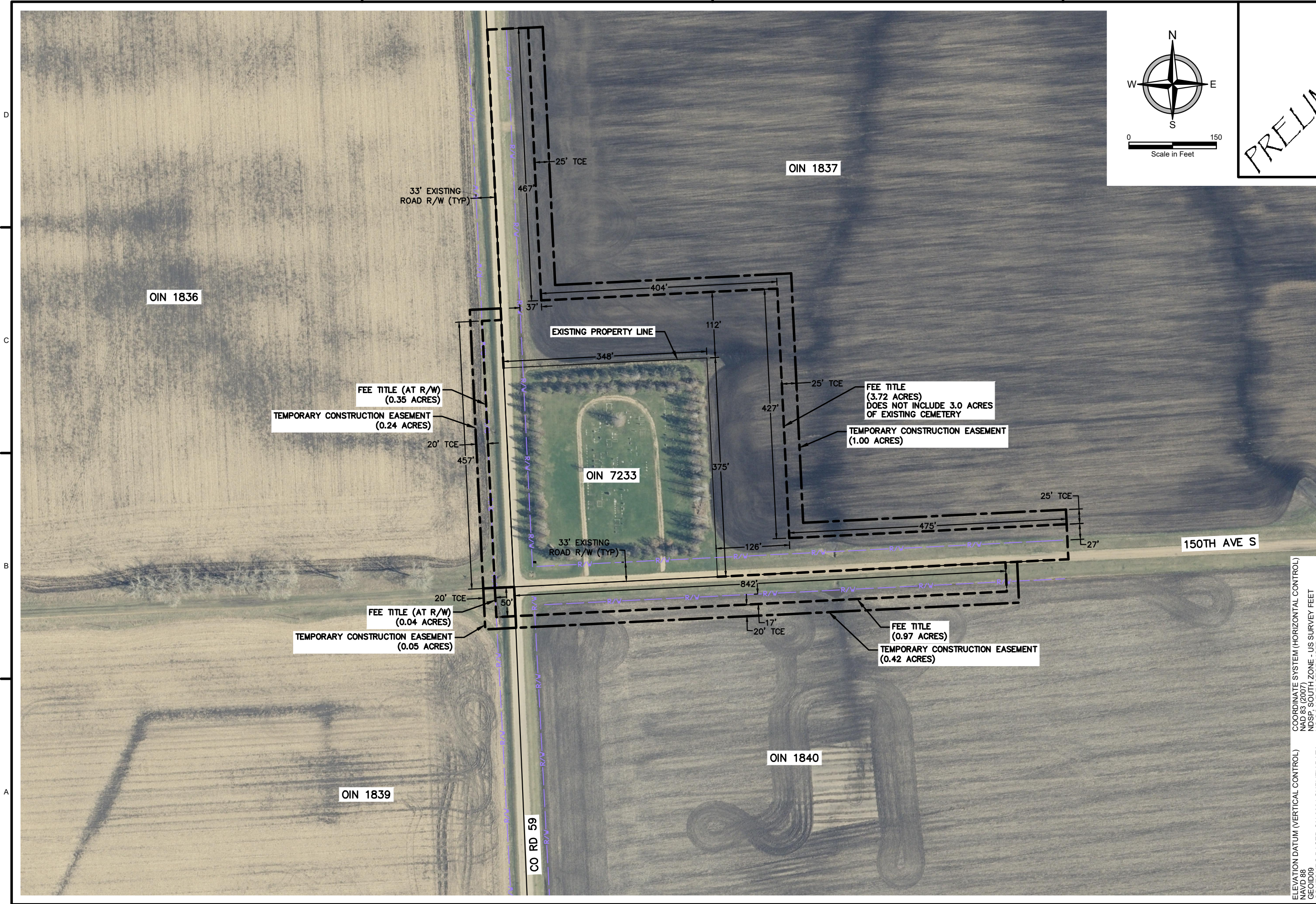
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 NAVD 88
 GEOD09
 CONTOURS BASED ON 2021 SURVEY DATA

COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 (2007)
 NADSP - SOUTH ZONE - US SURVEY FEET
 NO SCALE FACTOR USED

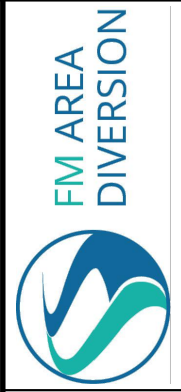
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| REVISED: | --- |
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| REVISED: | --- |
| RECORD: | --- |
| TASK ORDER No. | 102 |
| DRAWN BY: | ZJT |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | RMF |

C-1
 SHEET 1 OF 10

FILE LOCATION: R:\Projects\19000\19100\19116\DRAWINGS\DESIGN\19116-CLARA-CEMETERY-100yr_AltLevee.dwg



PRELIMINARY



CLARA CEMETERY RING DIKE
 FM AREA DIVERSION PROJECT
 CLAY COUNTY, MINNESOTA
 100 YR LOP - RIGHT OF WAY

ELEVATION DATUM (VERTICAL CONTROL)
 NAVD 88
 GEOID09
 CONTOURS BASED ON 2021 SURVEY DATA

COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 (2007)
 NADSP - SOUTH ZONE - US SURVEY FEET
 NO SCALE FACTOR USED

| | |
|-----------------|----------|
| DATE: | 12.08.23 |
| REVISED: | --- |
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| REVISED: | --- |
| RECORD: | --- |
| TASK ORDER No. | 102 |
| DRAWN BY: | ZJT |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | RMF |

C-1
 SHEET 11 OF 11

Exhibit D

FLOWAGE EASEMENT

(See the Following Pages.)

DRAFT

FLOWAGE EASEMENT

THIS EASEMENT is made this ____ day of _____, 202__, by **Comstock Lutheran Church, ELCA, a Minnesota nonprofit corporation**, whose post office address is PO Box 7, Comstock, Minnesota 56525, (“Grantor”); and **Moorhead-Clay County Joint Powers Authority**, a Minnesota political subdivision, whose post office address is 3510 12th Avenue South, Moorhead, Minnesota 56560, and its successors and assigns (“Grantee”).

RECITALS

A. The FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT is a federally authorized project pursuant to Section 7002(2) of the Water Resources Reform and Development Act of 2014 (the “Project”) and is a flood risk management project, sponsored by the United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Board of Authority (the “Metro Flood Diversion Authority”), which includes a diversion channel and appurtenant staging and storage areas to reduce flood damages and risks in the region and to provide permanent flood protection in and around the Fargo-Moorhead metropolitan area.

B. The METRO FLOOD DIVERSION BOARD OF AUTHORITY, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the Cass County Joint Water Resource District, and Grantee is authorized to acquire the real property interest in Minnesota necessary for the project.

C. Grantor owns certain real property in the vicinity of the Project, more specifically described below, in an area that may be subject to temporary and periodic flooding as a result of the Project.

D. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, to permit Grantee to periodically flood portions of Grantor’s property as well as granting certain access, and compliance inspection rights to Grantee subject to the terms and conditions contained in this Easement.

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

Execution Version

Page 2

In consideration of \$10.00, the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement in, on, over, through, and across the following real property in **Clay County, Minnesota:**

See legal description in Exhibit “A”

The property described above is the “Easement Property.” A true and accurate copy of a Certificate of Survey of the Easement Property including the Mitigation Zones with respect to the Easement Property, is attached hereto as **Exhibit “B”** (the “Survey”).

- A. Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the perpetual right, power, privilege and easement to occasionally overflow, flood, and submerge the Easement Property in connection with the Project as well as actions necessary to enforce compliance with this Easement. Additionally, Grantor hereby grants to Grantee all right, title, and interest in and to the structures and improvements now situated on the Easement Property:
 - i. excepting fencing, drain tile, and drain tile related appurtenances;
 - ii. and that no excavation shall be conducted, and no fill placed on the Easement Property without approval by Grantee as to the location and method of excavation and/or placement of fill and verification that the fill will not impact Project operation.

- B. The easement rights in and to the Easement Property are taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the property owners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the Project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

- C. Additionally under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the following rights related to the Project regarding the Easement Property: ingress and egress in, on, over, across, and through the Easement Property; removing flood-related debris deposited on the Easement Property due to operation of the Project upon Grantor’s request; removing structures, obstructions, and any other obstacles from the Easement Property; conducting compliance inspections;

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

Execution Version

Page 3

conducting environmental assessments, including habitat and fish and wildlife studies and surveys as required by the Minnesota Department of Natural Resources; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding crop damages in Section 6(B) below. Grantee shall notify Grantor prior to exercising the access provisions associated with this Agreement.

2. **Easement Runs with the Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are permanent and perpetual (or the longest period allowed by law, now or at any time in the future), and will run with the Easement Property, and will be binding upon Grantor’s heirs, successors, and assigns.

3. **Removal of Unapproved Structures.** Grantor must remove all unapproved structures on the Easement Property on or before this date. Any unapproved structures remaining on the Easement Property after this date, will automatically become Grantee’s property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any unapproved structures from the Easement Property, at its sole discretion and at its sole cost. All approved existing structures that need not be removed are shown on attached **Exhibit “C.”**

4. **Grantor Covenants.** Grantor warrants that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Property, or any portion of the Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Property, or any portion of the Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Property, or any portion of the Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Easement Property.

5. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property.

6. **Use of the Easement Property.**

A. **Grantor’s Use.** Subject to the provisions of this Easement, Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for normal cemetery operations, including burials, operation, and maintenance activities, production of growing crops, pasture, and other farm/agricultural-related

***Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001***

Execution Version

Page 4

activities and hunting, including the right to post the Easement Property at Grantor's sole discretion to restrict public hunting rights.

- i. Notwithstanding any provision of this Easement to the contrary, after the Effective Date, Grantor may make such surface contour changes normally required by generally accepted farming practices without Grantee's approval at Grantor's sole risk and expense and in accordance with all applicable local, state, and federal laws, rules, and regulations, so long as such changes do not interfere with the operation, function, or performance of the Project. In the event, Grantor's surface contour changes cause such interference with the Project, Grantor must restore the Easement Property to its original condition within 60 days of request by Grantee. If Grantor fails to do so within 60 days of such request, Grantee may enter upon and restore the Easement Property to its original condition and Grantor will provide full reimbursement to Grantee of all costs and expenses within a reasonable amount of time following written notice from Grantee of costs incurred, not exceeding 60 days; if Grantor fails to reimburse Grantee within 60 days of such notice, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full, and Grantee may recover its costs incurred, and interest, by assessing the costs against any property owned by Grantor in Minnesota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. Grantee's remedies are cumulative and not exclusive and are in addition to any and all other remedies available to Grantee under Minnesota law.
- ii. The parties further agree that with respect to any portion of the Easement Property not currently certified for agricultural production in the certified organic marketplace as of the date of this Easement, neither the Growing Season Supplemental Crop Loss Program nor the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, shall provide coverage for lost organic certification of all or any portion of the Easement Property or loss in premium payments of certified organic agricultural products over similar conventionally produced agricultural products, as a result of any inundation or any of Grantee's other rights and privileges regarding the Easement Property
- iii. Notwithstanding the foregoing or any provision of this Easement to the contrary, the parties expressly agree, the construction, operation, and/or maintenance of any concentrated animal feeding operation, confined animal feeding operation, or feedlot (collectively "CAFO"), as defined under applicable local, State and/or Federal laws, rules, and regulations, is prohibited in and upon the Easement Property.

Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001

Execution Version

Page 5

- iv. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee’s use of the Easement Property, Grantee’s rights and privileges under this Easement, or with the Project, when directed by Grantee. Grantor understands and recognizes any use of the Easement Property is at Grantor’s sole risk, and with the exception of payments Grantor or Grantor’s tenant (if applicable) may be eligible for under the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, that Grantee is not responsible for any damages to growing crops or for interference with any other of Grantor’s uses of the Easement Property as a result of any inundation or any of Grantee’s other rights and privileges regarding the Easement Property.

- B. **Grantee’s Entry.** If Grantee enters upon the Easement Property for purposes of conducting compliance inspections or removal of flood related debris deposited on the Easement Property permitted under this Easement, following the conclusion of any such activities, Grantee will return the Easement Property as nearly as practicable to its previous condition, taking into consideration the nature of the work being performed; for example, Grantee will remove any dirt piles or equipment from the Easement Property that might unreasonably interfere with Grantor’s permitted uses of the Easement Property. Grantee’s ingress and egress rights to the Easement Property will be by the least intrusive means reasonable. Additionally, Grantee will reimburse Grantor for reasonable crop damages resulting from Grantee’s physical entrance upon the Easement Property for purposes of conducting such activities. Such reasonable crop damages shall be calculated based on the area disturbed, actual production history, Grantor’s yields the year of the damages, and current crop prices at the time of the crop damages. The crop damage payments under this Section 6(B) shall not be duplicative of the payments described in Section 6(A) above. For purposes of illustration, if Grantee enters onto the Easement Property to conduct a survey on June 1 and damages a portion of the crop growing on the Easement Property, and subsequently on July 15 a major rain event necessitates operation of the Project inundating and damaging the crop growing on the entire Easement Property, the payments Grantor would be eligible for under the Growing Season Supplemental Crop Loss Program described above, would be reduced by the amount Grantor receives as payment for crop damages caused by the survey.

7. **Encumbrances.** Subject to the provisions below regarding the leasing or mortgaging of the Easement Property, Grantor will not encumber the Easement Property or any portion of the Easement Property or enroll the Easement Property or any portion of the Easement Property in any farm or other federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee’s use of the Easement Property, Grantee’s rights and privileges under this Easement, or with the Project without first obtaining Grantee’s consent. However, Grantor may rent or lease the Easement Property, at Grantor’s sole discretion without first

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

Execution Version

Page 6

obtaining Grantee's consent. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee. Additionally, Grantor may mortgage the Easement Property, at Grantor's sole discretion without first obtaining Grantee's consent so long as any mortgage is subordinate to this Easement.

8. **Waiver of Warranties.** Except as set forth in this Easement, the parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the Project; Grantor's ability to use the Easement Property following construction of Project; the potential frequency of inundation of the Easement Property; Grantor's ability to enroll the Easement Property in any federal program; or Grantor's ability to obtain any farm insurance regarding the Easement Property other than the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program which Grantor may be eligible for as set forth in Section 6(A) above.

9. **Maintenance.** Grantee's easement rights include the right, at its discretion and if necessary for purposes of proper operation and maintenance of the Project, to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property. However, Grantor is solely responsible, at Grantor's sole expense and discretion, for maintaining the Easement Property, including grass cutting and weed control. Neither Grantor nor Grantee will store, cause, or permit any spillage, leakage, or discharge of fertilizers, herbicides, fungicides, and pesticides on the Easement Property (in excess of normal applications for farming purposes). Further, in no event will either party cause or permit any spillage, leakage, or discharge of any hazardous substance onto the Easement Property including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene, or other products used for the purpose of generating power, lubrication, illumination, heating, or cleaning. If either party causes or permits any spillage, leakage, or discharge of any such hazardous substance onto the Easement Property, that party shall be solely responsible for any damages arising out of such spillage, leakage, or discharge of any such hazardous substance onto the Easement Property to the extent required by law.

10. **Alternative Dispute Resolution Board.** The Metro Flood Diversion Authority has created an Alternative Dispute Resolution Board to provide property owners an informal, administrative forum to bring claims related to Project operation for damages occurring outside the scope of the terms, conditions, obligations, and rights provided for under this Easement. Without limiting the easement rights granted herein, the parties agree that by executing this Easement, Grantor is not waiving claims for actual damages due to flooding caused by operation of the Project to any other real property owned by Grantor, and any improvements thereon. However, in the event of such damages, the parties agree to attempt in good faith to resolve such damages through the Alternative Dispute Resolution Board, as provided in the Project Property Rights Acquisition and Mitigation Plan, prior to commencing litigation with respect to such damages. A copy of the Project Property Rights Acquisition and Mitigation Plan is available from Grantee. Nothing herein shall prevent Grantor from bringing such claims in District Court.

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

Execution Version

Page 7

11. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

12. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Clay County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

13. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

14. **Entire Agreement.** This Easement constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

15. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee and must be recorded with the Clay County Recorder's office.

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

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

(Signatures appear on the following pages.)

*Moorhead - Clay County Joint Powers Authority
Upstream Mitigation Area
Flowage Easement – Comstock Lutheran Church, ELCA
OIN No. 7233 – Parcel No. 15.017.3001*

Execution Version

Page 9

GRANTEE:

MOORHEAD – CLAY COUNTY JOINT
POWERS AUTHORITY

By: _____
Kevin Campbell, Chair

ATTEST:

Stephen Larson, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 202__, before me, a Notary Public, in and for said County and State, personally appeared Kevin Campbell and Stephen Larson, known to me to be the Chairman and Secretary, respectively, of the Moorhead – Clay County Joint Water Powers Authority and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of the Moorhead – Clay County Joint Water Powers Authority.

Notary Public, Clay County, Minnesota
My Commission Expires:

(SEAL)

The legal description contained in this document was prepared by:

James A. Schliemann
MN. Lic. No. 44867
Houston Engineering, Inc.
1401 – 21st Ave. N.
Fargo, ND 58102

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

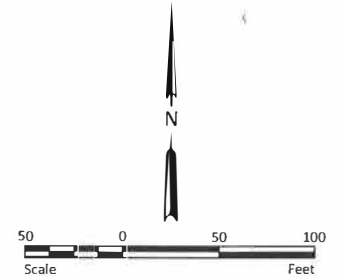
The West 348.50 feet of the South 375.00 feet of the Southwest Quarter of the Southwest Quarter of Section 17, Township 137 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota.

Said Tract contains 3.000 acres, more or less, and is subject to easements and other encumbrances of record.

EXHIBIT "B"
(COPY OF CERTIFICATE OF SURVEY FOR EASEMENT PROPERTY)



RED CAP 19780
 DOC. NO. 618494



IRON MONUMENT FOUND ●
 1/2" I.D. PIPE SET ○
 MEASURED BEARING N00°00'00"E
 MEASURED DISTANCE 100.00'

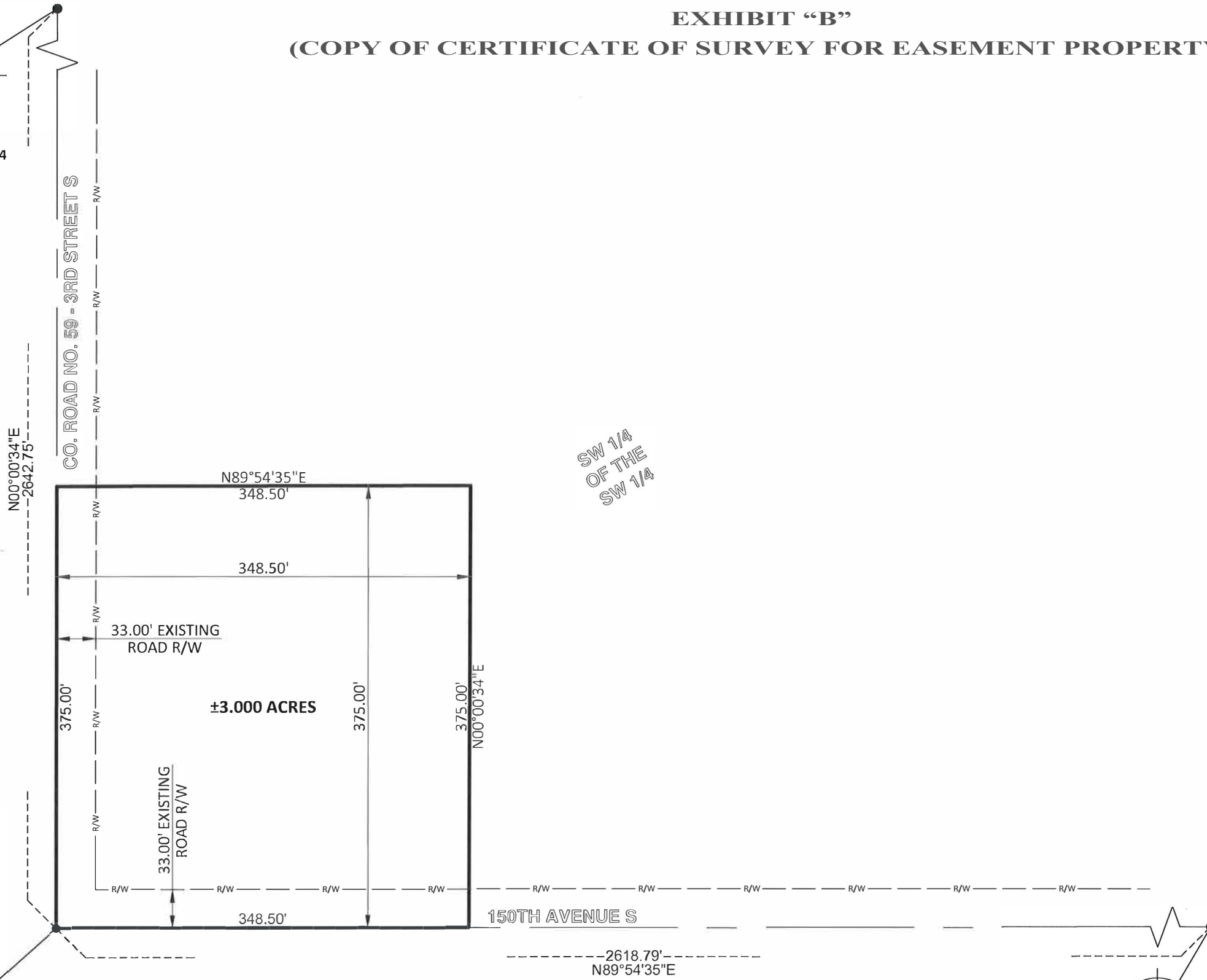
BEARINGS SHOWN ARE BASED ON THE
 CLAY COUNTY COORDINATE SYSTEM

MEASURED DISTANCES SHOWN ARE GROUND
 DISTANCES IN TERMS OF U.S. SURVEY FEET.

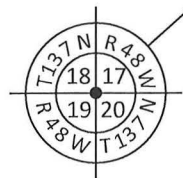
Description:

The West 348.50 feet of the South 375.00 feet of the Southwest Quarter of the Southwest Quarter of Section 17, Township 137 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota.

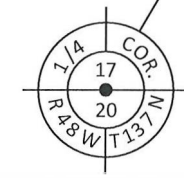
Said tract contains 3.000 acres, more or less, and is subject to easements as may be of record.



SW 1/4
 OF THE
 SW 1/4



RED CAP 19780
 DOC. NO. 618496



5/8" REBAR
 DOC. NO. 700429

H:\BIN\10932\10932_0001\CAD\Master Boundary.dwg-Section 17-4/21/2022 8:05 AM-(dbuchholz)

| | | | | | | | | | | | |
|-----|----------|------|----|---|-----------------|------------------------------|-------------------|-------------------|---|---|------------|
| No. | Revision | Date | By | I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. James A. Schliem MN. Lic. No. 44867 | Date 4/21/22 | HOUSTON engineering, inc. | Drawn by DSB | Date 4-21-22 | HOLY CROSS TOWNSHIP CEMETERY PART OF THE SW 1/4 OF SECTION 17, T 137N, R 48W CLAY COUNTY, MINNESOTA | CERTIFICATE OF SURVEY PROJECT NO. 10932-0001 | SHEET 1 |
| | | | | | | | Checked by JAS | Scale AS SHOWN | | | |

EXHIBIT “C”

APPROVED STRUCTURES

1. Signs;
2. Graves;
3. Grave markers and stones;
4. Underground Vaults;
5. Caskets;
6. Fences surrounding Gravesites;
7. Maintenance Building; and
8. Water tank.



Diversion Authority Board Meeting

August 22, 2024

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



| Description | Company | Budget/ Estimate (\$) |
|--|---------------------------------|-----------------------|
| Task Order 12, Amendment 0 – Utility Relocation – This is a new task order to install 2.5 miles of 16-inch watermain to connect the CRWUD system to the City of Fargo water system. This connection was agreed upon as part of the Master Utility Relocation Agreement (MURA) between the Authority and CRWUD. | Cass Rural Water Users District | \$709,916.94 |

Executive Director

Contracting Recommendation



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

Cass Rural Water Users District

TO12 Amendment 0

16" Watermain Installation

\$709,916.94

- Install nearly 2.5 miles of new 16" watermain along Veterans Boulevard/57th Street and 76th Ave S.

1 Recommendation for action:

The Co-Deputy 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 Co-Deputy Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Co-Deputy Executive Director for review and action.

3 Reason why it is required

Per the Master Utility Relocation Agreement (MURA) with Cass Rural Water Users District (Utility), this work was completed to expand Cass Rural Water Users District service with the City of Fargo Water. This work included installation of approximately 2.5 miles of 16-inch watermain. The Utility installed additional 16-inch watermain along 64th Avenue South that was not included for reimbursement from the MFDA as it was not included as part of the MURA. MFDA reimbursable improvements include the following:

- Watermain began at the Fargo Ground Storage Reservoir which is located south of 52nd Avenue South and west of Veteran's Boulevard/57th Street.
- 2.0 Miles of 16-inch watermain along 57th Street S from the Fargo Ground Storage Reservoir south to 76th Avenue South.
- 0.5 Miles of 16-inch watermain along 76th Avenue South from 57th Street Southwest 0.5 miles.

4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultants (PMC) to the Owner since November of 2011, with primary responsibilities to plan and implement the FM Area Diversion Project (the PROJECT). As such, the Owner and PMC have agreed to enter into a Task Order focusing on managing and report on the various aspects of the PROJECT. The PMC reports directly to the Executive Director.

In accordance with Section 2.01 of the Master Utility Relocation Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and Cass Rural Water Users District (the “Utility”) dated October 18, 2022 (the “Agreement”), the Authority and the Utility agree to the above described 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 | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|-----------------------|
| TO12-A0 | 0.00 | 709,916.94 | 6/11/2023 | 10/31/2024 | Initial Scope of work |
| | | 709,916.94 | | | |

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Year | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|--------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|-------------------------|
| 2024 | CN-4010 | 709,916.94 | 709,916.94 | 0.00 | 709,916.94 | Within allocated budget |
| Totals | | 709,916.94 | 709,916.94 | 0.00 | 709,916.94 | |

6 Attachments:

Task Order 12 amendment 0

The PMC prepared this contracting action and feels the information is accurate, complete, and ready for Co-Deputy Executive Director review.

Recommendation: Kris Bakkegard, Director of Engineering recommends approval of this contract.

The Co-Deputy Executive Director has approved in Workflow and granted permission to add his name to the document.

Approved by: Michael Redlinger, Co-Deputy Executive Director

Date: 8/8/2024

Memorandum



To: Chair Carlson & Members of the Metro Flood Diversion Board of Authority
From: Co-Executive Directors Robert Wilson & Michael Redlinger
Date: August 13, 2024
Re: Approve MFDA Executive Director Application Screening & Interview Process/Schedule

The co-Executive Directors have worked with Chair Carlson, Vice-Chair Grindberg and Cass County Assistant Administrator/Human Resources Director Tracy Peters to develop an Executive Director applicant screening & interview process and schedule. If approved, and depending on candidate availability, this process would allow the Board to offer the position within the timeline discussed at the July Board. That target date was - and remains - to allow the Board to consider appointing an Executive Director at the October meeting.

Ms. Peters will coordinate the screening and interview process. The position advertisement closes on September 6th. On September 9th Chair Carlson, Vice-Chair Grindberg, Mike Redlinger, Robert Wilson and Tracy Peters will review applications and identify preferred candidates to be interviewed by the Planning Committee.

On October 4th we propose the Planning Committee conduct non-public interviews with the preferred candidates. These interviews will be virtual and likely 30-45 minutes in length. Following the interviews the Planning Committee will deliberate with the intent to identify finalists. If finalists are identified, at the conclusion of the deliberations the committee will need to go into public session and identify the finalists. Members of the Planning Committee have indicated their availability on October 4th.

On October 18th we propose scheduling in-person finalist interviews with the full Board. The exact format is still being determined, but the intent would be to have the full day available. We anticipate having project tours, meetings with Authority employees, contractors and stakeholders in the morning and public interviews in the afternoon.

If we can work within this timeframe the Authority Board will be in a position to consider the appointment of a new executive director at the Board meeting on October 24th.

Recommended Action: Approve MFDA Executive Director Application Screening & Interview Process and Schedule of Events.

Attachment: Search Process Schedule of Events

Memorandum



To: Chair Carlson & Members of the Metro Flood Diversion Board of Authority

From: Co-Executive Directors Robert Wilson & Michael Redlinger

Date: July 25, 2024

Re: Approve MFDA Executive Director Search Process Schedule of Events

Upon approval of the MFDA Executive Director position description, the Co-Executive Directors propose a schedule of events for the advertising, recruitment, candidate screening, and appointment of the next Executive Director for the Metro Flood Diversion Authority.

The proposed schedule of events is intended to provide sufficient time for the Cass County Human Resources Department and the Co-Executive Directors to comprehensively advertise the position and perform screening and due diligence activities prior to presenting candidates for interview consideration to the Board of Authority.

The Co-Executive Directors will provide regular updates and a detailed analysis throughout the various phases of the search process.

Proposed Executive Director Search Process Schedule of Events

| Search Process Activity | Dates |
|--|--|
| Approve Executive Director Position Description | July 25, 2024 |
| Position Advertising & Recruitment | July 26, 2024 – September 6, 2024 |
| Applicant Screening & Identification of Preferred Candidates <ul style="list-style-type: none"> • Background Check • Leadership Assessment • Writing and/or Presentation Exercise • Other Due Diligence Activities | September 9, 2024 – September 20, 2024 |
| Confidential/Non-Public Candidate Interviews per N.D.C.C. | September 30, 2024 – October 4, 2024 |

| | |
|--|--|
| Identification of Public Finalist Candidate(s) per N.D.C.C.; Additional Background Screening & Due Diligence of Preferred Candidate(s); & Conditional Offer of Employment | October 7, 2024 – October 18, 2024 |
| Appointment of Preferred Candidate | October 24, 2024 Board of Authority Meeting |
| Executive Director Start of Employment | TBD - December 1, 2024 – January 15, 2025 |

Recommended Action: Approve the proposed schedule of events for the Executive Director search process and authorize the Co-Executive Directors to proceed with the search process in accordance with the approved schedule.

Attachment: Executive Director Position Description

Member _____ introduced the following RESOLUTION and moved its adoption:

**RESOLUTION RELATED TO THE AUTOMATIC ISSUANCE AND EXCHANGE OF
TEMPORARY P3 IMPROVEMENT WARRANTS**

WHEREAS, on October 13, 2021, the Cass County Joint Water Resource District (the “District”) issued its Temporary P3 Improvement Warrant No. RTPAP-1, Temporary P3 Improvement Warrant No. RTPP-1, Temporary P3 Improvement Warrant No. RTPP-2, Temporary P3 Improvement Warrant No. RTPP-3, and Temporary P3 Improvement Warrant No. RTPP-4 in the total principal amount of \$599,098,000 (collectively, the “Temporary P3 Improvement Warrants of 2021”); and

WHEREAS, the District issued the Temporary P3 Improvement Warrants of 2021 pursuant to the Temporary P3 Improvement Warrant Resolution adopted October 8, 2021, by the governing body of CCJWRD; and

WHEREAS, the Temporary P3 Improvement Warrants of 2021 remain outstanding and enforceable until refunded by the earlier of: (i) the issuance of Temporary Refunding Improvement Bonds for purposes of making the Termination Sum prior to Project Substantial Completion; or (ii) the issuance of Temporary P3 Improvement Warrants or Definitive P3 Improvement Warrants to refund the Temporary P3 Improvement Warrants as required to continue to provide security for the Developer as set forth in the Master Indenture of Trust; and

WHEREAS, pursuant to Section 3.07 of the Temporary P3 Improvement Warrant Resolution, in the event the Temporary P3 Improvement Warrants of 2021 mature prior to refunding thereof by the Definitive P3 Improvement Warrant, the District shall issue Temporary P3 Improvement Warrants in the same principal amount of, and on the same terms, aside from maturity date, as the Temporary P3 Improvement Warrants of 2021; and

WHEREAS, pursuant to Section 3.07 of the Temporary P3 Improvement Warrant Resolution, the District shall exchange the Temporary P3 Improvement Warrants of 2021 with Temporary P3 Improvement Warrant No. RTPAP-1, Temporary P3 Improvement Warrant No. RTPP-1, Temporary P3 Improvement Warrant No. RTPP-2, Temporary P3 Improvement Warrant No. RTPP-3, Temporary P3 Improvement Warrant No. RTPP-4 (collectively, the “Temporary P3 Improvement Warrants of 2024”) to continue to serve as security for the Developer for the capital portion of Availability Payments prior to the Project Substantial Completion Date and for any P3 Payment made by the Metro Flood Diversion Authority pursuant to the Project Agreement and prior to the Project Substantial Completion Date.

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

1. The Authority hereby authorizes the District to issue and exchange the Temporary P3 Improvement Warrants of 2021 with the Temporary P3 Improvement Warrants of 2024, in the Temporary P3 Improvement Warrant Account to continue to serve as security for the Developer for the capital portion of Availability Payments prior to the Project Substantial Completion Date and for any P3 Payment made by the Metro Flood Diversion Authority pursuant to the Project Agreement and prior to the Project Substantial Completion Date.
2. This Resolution shall take effect immediately upon adoption.

Dated: August 22, 2024

APPROVED:

Michelle (Shelly) A. Carlson, 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 members were absent and not voting: _____. The following members voted against the same: _____. A majority of the members having voted aye, the resolution was declared duly passed and adopted.



US Army Corps of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

14 August 2024

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 99% complete. Final inspection held 3 January 2024; turf establishment inspection pending. Preparation of O&M documents and turnover is ongoing.

4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 59% complete. Construction completion date is 19 March 2026. Embankment material being hauled across the Red River for use in east embankment. Tainter gate #2 components are being delivered.

5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Completion date for wetland establishment is 1 December 2027.

6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Turf and willow planting repairs being made due to flooding. Ribbon cutting to be held on site Wednesday, 25 September 2024.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 69% complete. Contractor mobilization to complete work is ongoing. Scheduled completion date is 13 October 2024.

8 FY2024 Contract Awards:

OHB Ring Levee: Awarded 22 February and is 4% complete. Inspection trench and earthwork activities ongoing. Contract completion date is 31 August 2025.

Reach SE-1B: Awarded 27 February and is 15% complete. Stripping, hauling, road subgrade work ongoing. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 2% complete. Stripping, inspection trench, embankment placement ongoing. Contract completion date is 30 October 2025.

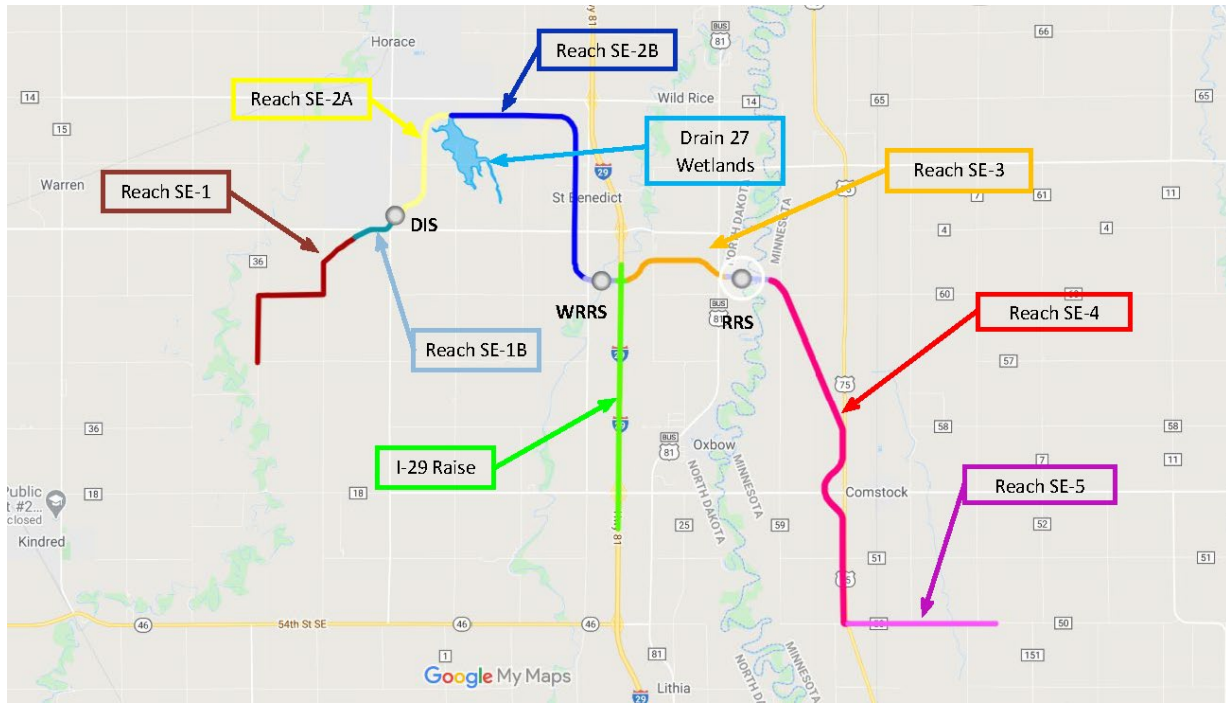
Forest Mitigation: Bid protest was denied. Contractor's schedule for getting back to work pending.

Reach SE-4: Contract awarded 28 May 2024 to PWS, Inc., Brooklyn Park, MN. Contract completion date is 3 June 2026.

9 Southern Embankment Design: Remaining Reaches:

SE-3: Final reviews underway Contract award: January 2025

SE-5: final reviews underway Contract award: January 2025



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

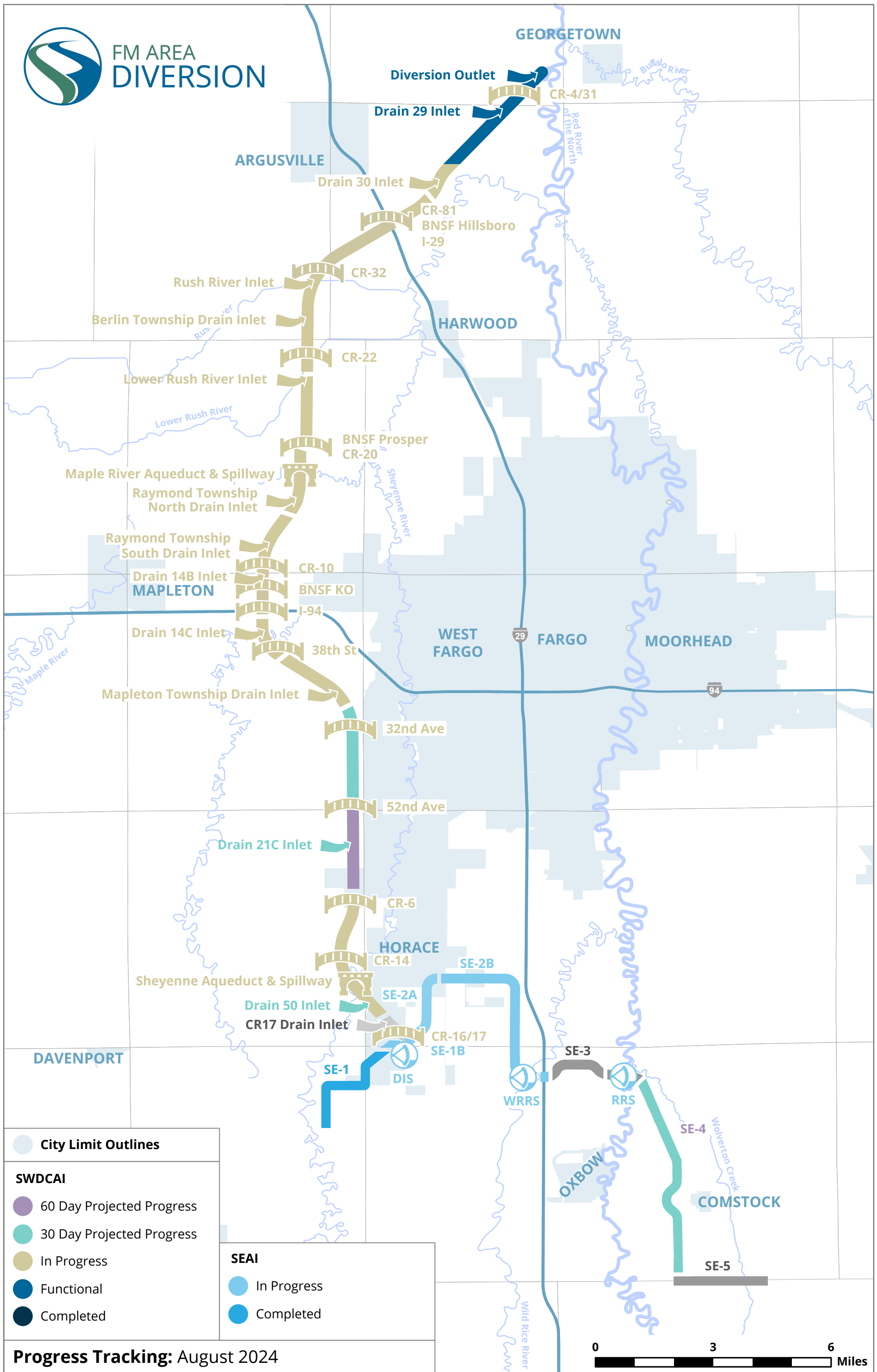
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



FM AREA DIVERSION

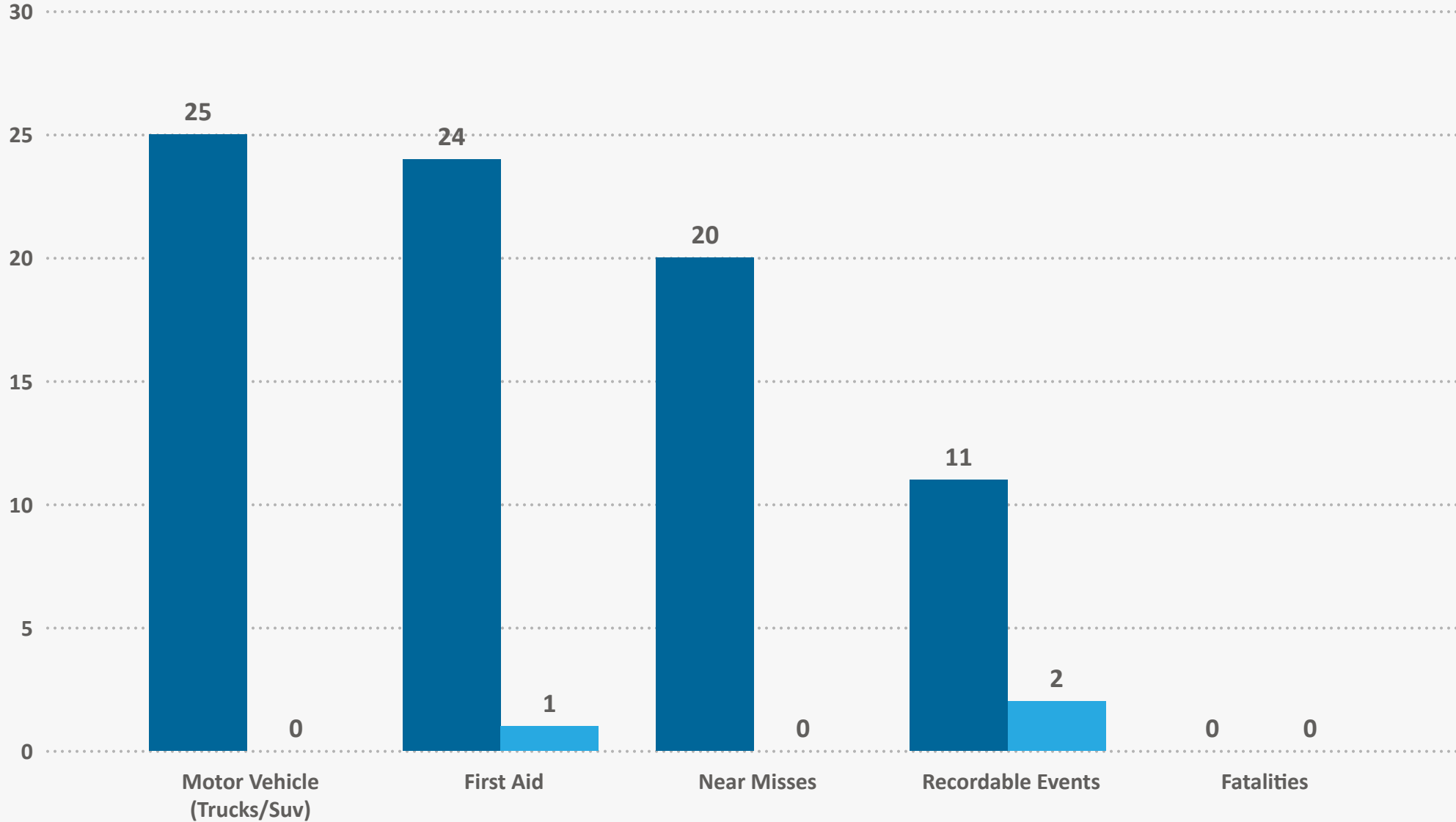


FM Area Diversion Safety Statistics - July 2024

Current Reporting Period: July 1 - July 31

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

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

Authority Led Projects

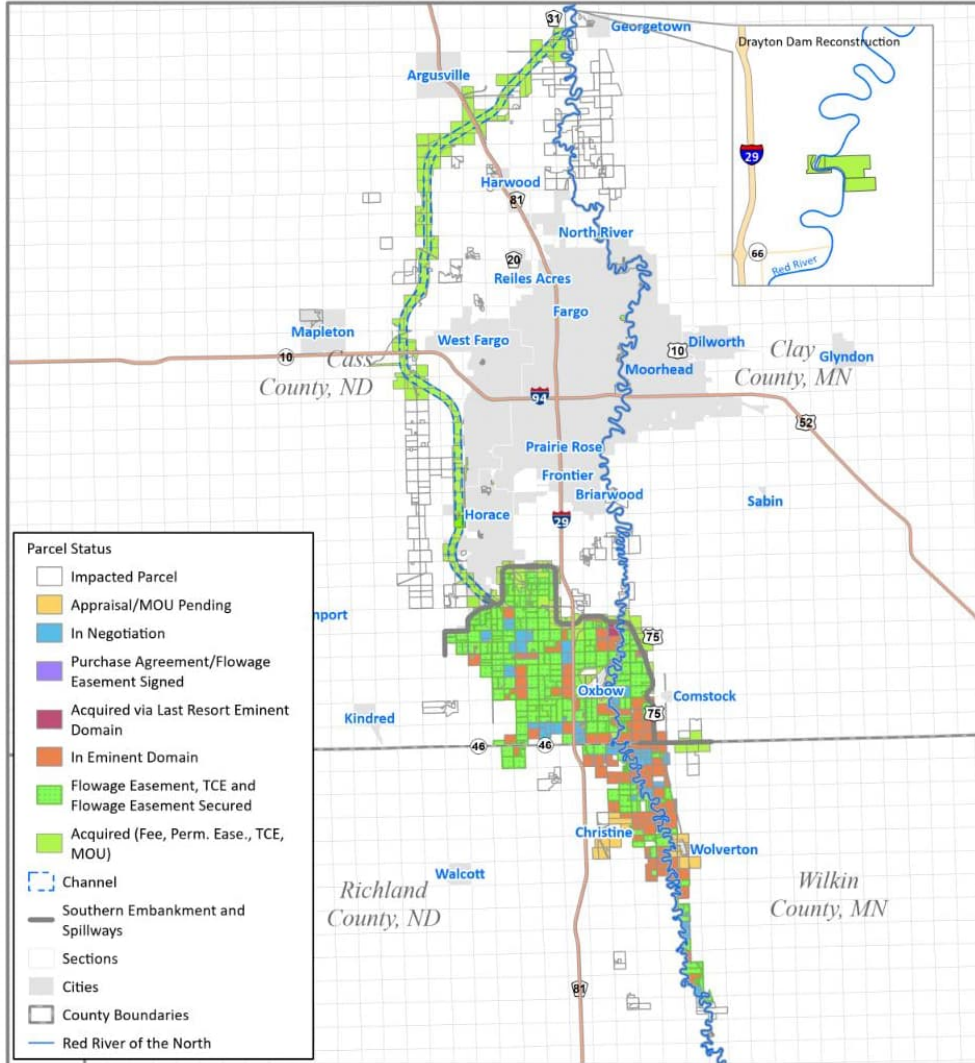
| Sum of Current Reporting Period | Sum to Date |
|---------------------------------|-------------|
| 0 | 1 |
| Incidents | Incident |



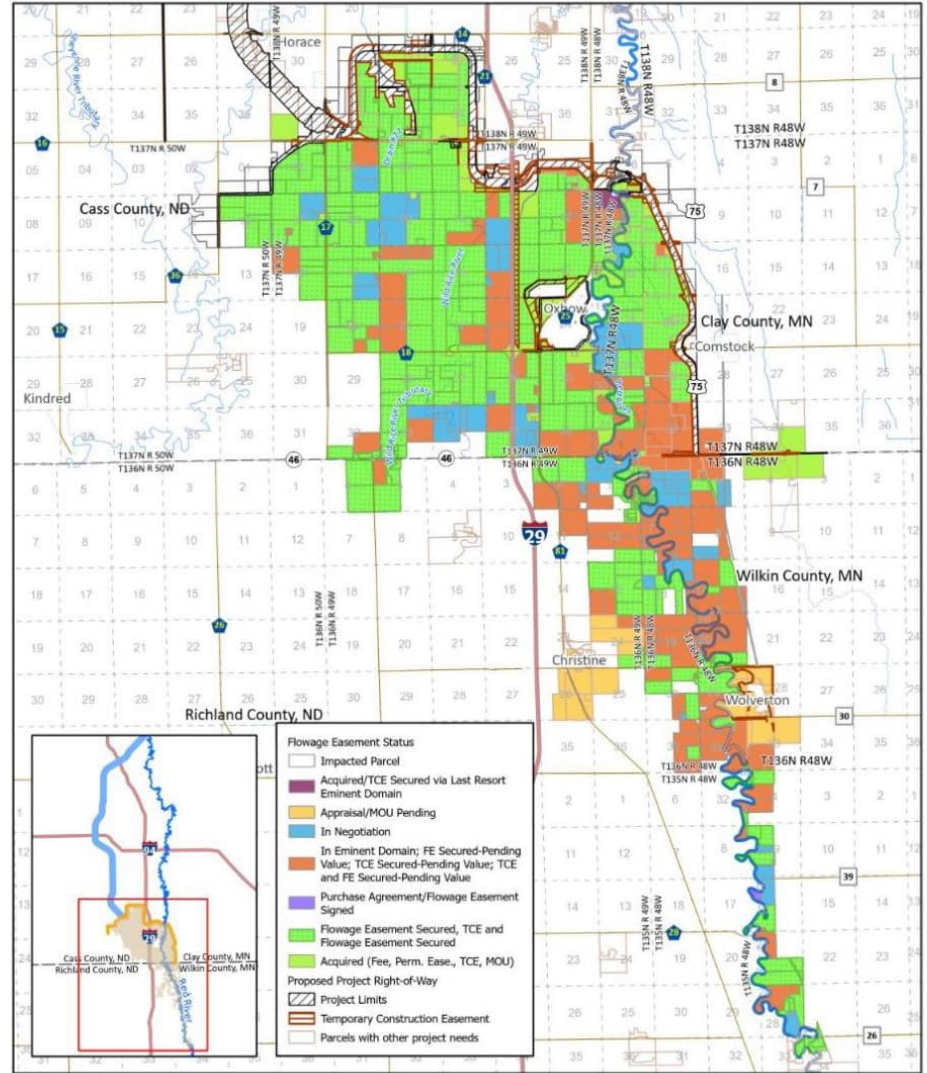
METRO
FLOOD
DIVERSION
AUTHORITY

August 2024





Information depicted may include data unverified by AE25. Any reliance upon such data is at the user's own risk. AE25 does not warrant this map or its features are either spatially or temporally accurate.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: treccords\C\Data\Projects\IGS\Projects\FM Area Division\FM\Division\ParcelStatus.aprx | PropertyAcquisitionStatusReport_Bk1



Information depicted may include data unverified by AE25. Any reliance upon such data is at the user's own risk. AE25 does not warrant this map or its features are either spatially or temporally accurate.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: treccords\C\Data\Projects\IGS\Projects\FM Area Division\FM\Division\ParcelStatus.aprx | UMA Status_Flowage Easement_Bk11

Property Acquisition Progress

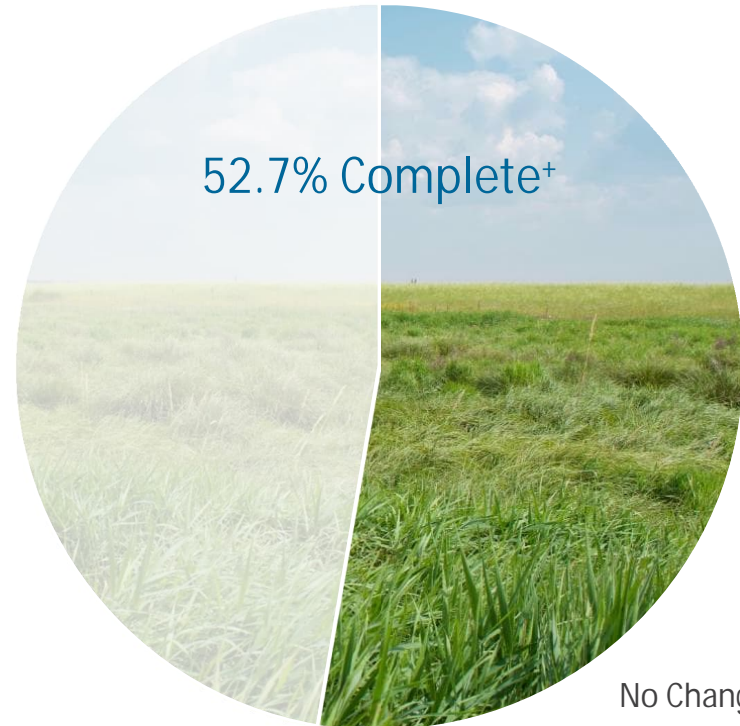


Construction Footprint*



No Change

UMA Footprint**

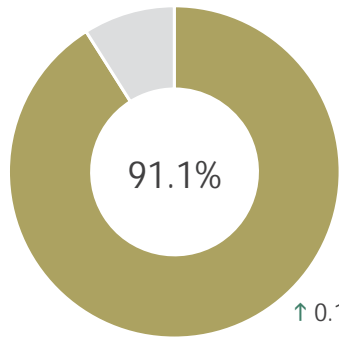


No Change

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

** Includes parcels for Christine and Wolverton
As of August 13, 2024

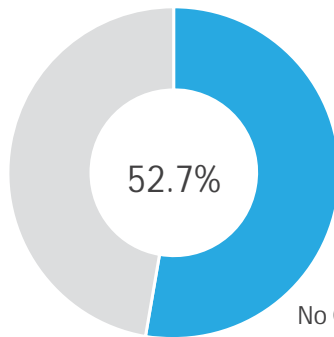
Property Acquisition Progress by Location



91.1%

↑ 0.1% MoM

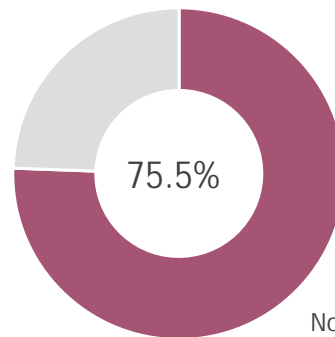
Southern Embankment & Associated Infrastructure



52.7%

No Change

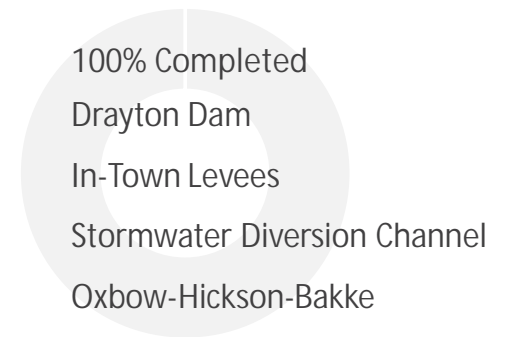
Upstream Mitigation Area



75.5%

No Change

Environmental Monitoring Easements



100% Completed

Drayton Dam

In-Town Levees

Stormwater Diversion Channel

Oxbow-Hickson-Bakke

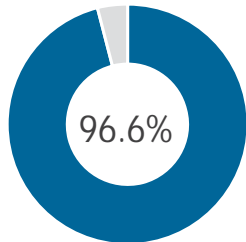
As of August 13, 2024

Landowner Overview

Construction Footprint*



Landowners

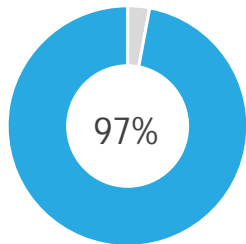


297 Owner Groups
263 in ND & 35 in MN⁺
287 settlements achieved
0 ongoing negotiations
12 in litigation

96.6% of owner groups have settled



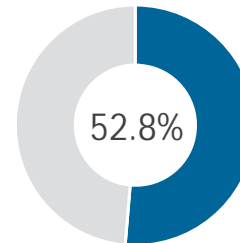
Parcels



576 Parcels
559 settlements achieved
0 ongoing negotiations
17 in litigation

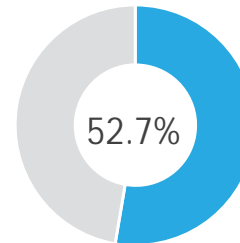
97% of parcels have been acquired

UMA Footprint**



290 Owner Groups
221 in ND & 71 in MN⁺
153 settlements achieved
80 ongoing negotiations
65 in litigation

52.8% of owner groups have settled



643 Parcels
339 settlements achieved
153 ongoing negotiations
151 in litigation

52.7% of parcels have been acquired

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

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels



Key Activities

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed 3 parcels / 3 owners in the UMA.
- Continuing the process of disposing of Excess Lands
 - 28 parcels / 313.37 acres have been approved as Excess Lands
 - 13 parcels / 273.73 acres are moving through the Policy
 - 15 parcels / 39.64 acres have been sold or pending closing
- For Minnesota properties, vacate dates for owners of occupied structures
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

PMC P3 SUMMARY REPORT FOR MONTH AND YEAR

Issue Date **Month and day, 20xx**

1.1 Progress

Construction of the SWDCAI is approximately **xx**% complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below. **[Brief description of progress by categories shown.]**

- Aqueducts:
- Stormwater Diversion Channel:
- Interstate Crossings:
- County Road Crossings:
- Hydraulic Structures:
- Diversion Outlet:
- Railroad Crossings:
- Drains:
- Roads:
- Authority Administration Building:

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

1.2 General Administration

[Brief discussion of administrative items]

1.3 Disputes

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

| Dispute | Description | Date Referred | Status |
|--------------------------------|--|---------------|---|
| Epoxy-Coated Reinforcing Steel | Developer disagrees epoxy-coated reinforcing steel is required by the TRs for all reinforced concrete. | June 25, 2024 | Developer continues to incorporate black rebar into the work. Dispute is pending TDRB hearing |
| | | | |

1.4 Commercial

Compensation and Relief Events

[Summary statement of status of Compensation and Relief Events.]

Details of each compensation and relief event are in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*

Change Requests

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

There have been ## Authority-initiated CRs through the end of the reporting period. YY have been agreed to and progressed to agreed-upon change orders, totaling \$XX. ZZ are pending negotiation with RRVA. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There have been ## Developer-initiated CRs through the end of the reporting period. YY have been agreed to and progressed to agreed-upon change orders, totaling \$XX. ZZ are pending negotiation with RRVA. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

1.5 Project Controls

Schedule

[Summary of schedule-related status, issues and concerns.]

Invoicing and Payment

Payments to RRVA

Payments to RRVA during the reporting period total \$xx. Total to date equals \$yy. A summary of the amounts is shown below.

Pay Units: \$0 (See Attachment E)

ACRs: \$yy (see Attachment C)

DCRs: \$zz (See Attachment D)

Other:

[Summary of other items]

The following invoices are forecast to be submitted in 2024: [Forecast payment amounts]

| Invoice Number | Invoice Name | Forecasted Payment Date | Invoice Amount |
|----------------|--------------|-------------------------|----------------|
| | | | |
| | | | |
| | | Total | |

1.6 Construction and O&M

Construction:

[General summary of ongoing construction activities]

Utilities:

O&M Work:

1.7 Submittals

1.8 Technical

Design Review

Agency Coordination

Challenges

1.9 Quality

[General discussion of quality status and concerns]

Nonconformances

[Table of nonconforming materials and/or construction incorporated into the project work and pending resolution status.]

| Location | Description | Status | |
|----------|-------------|--------|--|
| | | | |
| | | | |

The following tables summarize Nonconformances that trigger Noncompliance Points through [Date] 2024. A summary of Noncompliance Points is in *Attachment F – Noncompliance Points Status Tables*:

| Summary of points as of [Date], 2024 | Number of Nonconformances | Max NCPs | Recommended NCPs | Assessed NCPs |
|--|---------------------------|----------|------------------|---------------|
| Assessed Noncompliance Points | | | | |
| Pending NCPs for Cured Nonconformances | | | | |
| Pending NCPs for Uncured Nonconformances | | | | |
| | | | | |

1.10 Environmental

Environmental Compliance:

[Summary discussion]

Federal Compliance:

[Summary Discussion]

Attachment A – Construction Progress by Buildable Unit

| Buildable Unit Group – Aqueducts [Table to include multiple groups, channel, crossings, etc.] | | | | |
|--|-------------|--------|----------------------------------|---------------|
| Buildable Unit | Description | Status | Progress during Reporting period | BU % Complete |
| | | | | |
| | | | | |

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

| CE-/RE-# | Description | Date Submitted | Cost /Relief Submitted | Cost / Relief Agreed | Status |
|-----------------|--------------------|-----------------------|-------------------------------|-----------------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |

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Attachment C – Authority Change Requests (ACRs)

| ACR Number | Description | Date Initiated | Developer Estimate | Agreed Amount | Status |
|------------|-------------|----------------|--------------------|---------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

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Attachment D – Developer Change Requests (DCRs)

| DCR Number | Developer Proposed Cost | Description | Date Initiated | Status |
|-------------------|--------------------------------|--------------------|-----------------------|---------------|
| | | | | |
| | | | | |

DRAFT

Attachment E – Pay Unit Summary

| Pay Unit Number | Pay Unit Name | Actual or Forecast Submittal Date | Pay Unit Amount | | Status |
|-----------------|---------------|-----------------------------------|-----------------|------|--------|
| | | | Pending | Paid | |
| | | | | | |
| | | Totals | \$xx | \$yy | |

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Attachment F – Noncompliance Points (NCPs) Status Tables

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

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

| Pending Noncompliance Points for Uncured Nonconformances | | | | | |
|---|-------------------|--------------|------------------|---------------|--------|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| | | | | | |
| | | | | | |

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