



# Finance Committee Agenda

## Diversion Authority Finance Committee

October 23, 2024 @4:00pm CST

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

1. Call to Order
  - a. Roll call of Members
2. Approve minutes from September 25, 2024  
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills  
[Attachment 00.02] (Pg. 7)
5. Finance Report  
[Attachment 01.00] (Pg. 24)
6. Cash Budget Report  
[Attachment 02.00] (Pg. 45)
7. MOUs and Agreements  
[Attachment 03.00] (Pg. 52)
  - a. Holy Cross Township & MFDA MOU  
[Attachment 03.01] (Pg. 54)
8. DA Board Approval Contracting Actions  
[Attachment 04.00] (Pg. 84)
  - a. USACE – SE-3 Wet Utilities Relocation  
[Attachment 04.01] (Pg. 86)
  - b. Schmidt & Sons, WP-38C TO 19, Amendment 0  
[Attachment 04.02] (Pg. 94)
9. Other Business
  - a. MFDA 2023 & 2024 Contract Summary  
[Attachment 05.00] (Pg. 96)
  - b. Sales Tax Update  
[Attachment 06.00] (Pg. 100)
  - c. Second Draft of the 2025 Cash Budget  
[Attachment 07.00] (Pg. 102)
  - d. Land Acquisition Directives (LADs)

[Attachment 08.00] (Pg. 103)

i. LAD-ND-Sheyenne River Benching R01 [Attachment 08.01] (Pg. 105)

ii. LAD-ND-0038-R07 Christine [Attachment 08.02] (Pg. 108)

e. MFDA Award Solicitation / Procurement Policy

f. MFDA Sponsorship Policy

10. Next Meeting: November 20, 2024

11. Adjournment

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## **MEDIA AND PUBLIC PARTICIPATION INFORMATION**

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

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



# Metro Flood Diversion Authority Finance Committee Meeting Minutes

**4:00 PM –September 25, 2024**

**City of Fargo Commission Chambers**

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on September 25, 2024. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Shelly Carlson, Mayor, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; David Ebinger, Clay County Commissioner; Chad Peterson, Cass County Commissioner and Mike Redlinger, Administrator, City of Fargo.

Member(s) absent: Mike Rietz, Assistant City Manager, City of Moorhead; Tony Grindberg, Cass County Commissioner and Brandy Madrigga, Cass County Finance Director.

**1. CALL TO ORDER**

Mayor Dardis called the meeting to order at 4:01 PM. Roll call was taken, and a quorum was not present. A second roll call was taken at 4:04 PM, at which time a quorum was present.

**2. APPROVE MINUTES FROM THE AUGUST 2024 MEETING**

**MOTION PASSED**

**Mayor Mahoney moved to approve the minutes from the August 2024 meeting and Mayor Carlson seconded the motion. On a voice vote, the motion carried.**

**3. APPROVE ORDER OF THE AGENDA**

**MOTION PASSED**

**Mayor Mahoney moved to approve the order of the agenda and Ms. Thompson seconded the motion. On a voice vote, the motion carried.**

**4. APPROVAL OF BILLS**

Ms. Thompson reported that the bills payable through September 18, 2024, total \$8,860,276, and are payable to the usual vendors, with CCJWRD being the largest at \$3,716,031, the City of Fargo being the second largest at \$3,343,740, followed by Clay County at \$1,031,659.

**MOTION PASSED**

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

**5. FINANCIAL REPORT**

Ms. Thompson reported the total assets as of August 31, 2024, are \$285,125,178; liabilities total \$78,851, and the grand total net position is \$285,046,327.

**MOTION PASSED**

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

**6. CASH BUDGET REPORT**

Mr. Barthel reported that there was a significant increase in sales tax receipts, totaling \$7,412,000. A Legacy Bond draw was received in the amount of \$20,891,000. Income for the month is \$31,018,000, and the fiscal year total is \$127,977,000.

Expenditures are below budget at \$96,347,098. There is \$11,963,464 remaining in the lands budget which may be tight, with the anticipated closeouts by year end. Management and engineering are tracking as anticipated, and the operations budget is in alignment as well.

**7. MOUs AND AGREEMENTS**

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

**a. Clay County & MFDA 37-Foot MOU**

The Clay County 37-foot Improvement MOU sets forth the roles and responsibilities for raises to specified county roadways on the north side of Moorhead that will allow the road to remain passable during comprehensive project operation. Pursuant to the terms of the MOU, the County will be responsible for designing, bidding, and constructing the road raises, with oversight and approval from the Authority. The County will require its contractor to secure insurance for the work and to indemnify the Authority. The Authority is responsible for reimbursing the County for all salaries, services, and/or related costs and expenses for surveying, land acquisition, design, construction, construction material, utilities, and inspections for the road raises.

**MOTION PASSED**

**Mayor Carlson moved to approve the MOU as presented and Mayor Mahoney seconded the motion. On a roll call vote, with Mr. Piepkorn voting “nay”, the motion carried.**

**b. North Pleasant Cemetery Association & MFDA**

In accordance with the Settlement Agreement and the PRAM, the Authority adopted a Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the UMA. The North Pleasant 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, 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, and potential for lack of access to the Cemetery for longer periods of time due to greater duration of flooding. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include a levee/berm built to the 500-Year Flood Event, a water management and discharge system inside the berm (consisting of internal and external ditches and culvert and positive closure structure), fence removal, tree removal and replanting, and Post-Operation Debris and Clean-up (collectively, referred to as the “Project”). The Authority is responsible for initial and annual funds for the design, construction, operation, and maintenance of the Project as described in the Agreement. The Authority also agrees to pay the costs of reasonable professional fees.

**MOTION PASSED**

**Mr. Peterson moved to approve the cemetery agreement as presented and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.**



**8. DA BOARD APPROVAL CONTRACTING ACTIONS**

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

**a. Task Order 1, Amendment 14 - Consulting Services - AE2S, Inc. - \$1,591,000.**

This amendment adds scope and budget to cover the acquisition of necessary property for the Sheyenne Benching Project, the Christine Project and the Wolverton Project.

**b. New Service Agreement - Snow Removal Services 2024-2025 - JT Lawn Services & Landscaping, LLC - \$10,000.**

Perform snow removal services on property owned by the Metro Flood Diversion Authority.

**c. Task Order 07, Amendment 0 - Relocate Oxbow Substation - 15kV Materials Only - Minnkota Power Cooperative, Inc. - \$913,880.**

Purchase materials for the Oxbow Substation relocation. The existing Oxbow Substation is located 1 mile north of Oxbow and within the backwater flowage easement of the southern embankment. The major materials included in this TO as part of the substation relocation include steel structures, switches, breakers, control enclosures, communications, and protection.

**d. Task Order 24, Amendment 0 - WP38C - OINs 9423, 9436 and 9440 - Property Structure Mitigation - Industrial Builders, Inc. - \$296,000.**

Perform structural demolition and/or removal services of residential, commercial and agricultural structures, including but not limited to houses, out buildings such as barns, silos, garages and workshops and other components as identified in the site plans.

**MOTION PASSED**

**Mr. Piepkorn moved to approve all the contracting actions as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.**

**9. OTHER BUSINESS**

**a. Cass County HR MOU Amendment 1**

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

After lengthy dialogue regarding the COLA determinations for MFDA staff, Mayor Carlson stated that the Planning Committee had approved a blended increase at the last meeting.

**MOTION PASSED**

**Mr. Steen moved to utilize the Cass County process for now since there are several unknown factors such as salary classifications, steps, etc. Based on the outcomes of the salary study, the COLA determination can be revisited and adjusted accordingly. Mr. Peterson seconded the motion and on a roll call vote, the motion carried.**

**b. First Draft of the 2025 Cash Budget**

Mr. Barthel provided a “draft” overview of the preliminary 2025 cash budget. It is anticipated that there will be milestone payments due totaling approximately \$232,000,000. The lands budget is anticipated to be \$11,900,000, however this number is pending based on the 2024 closeouts. If there is carryover of the closeouts, it is anticipated that another \$49,000,000 will be spent.

**Funding Sources**

Fargo Sales Tax	\$52,124,313
Cass County Sales Tax	\$22,000,000
Legacy	\$70,000,000
SRF	\$15,000,000
WIFIA Draws	\$232,000,000
Reimbursements	\$25,000
Lease/Rental Payments	\$500,000

Asset Sales	\$1,000,000
Investment Income	\$7,500,000
Miscellaneous	\$100,000
Draws from Horace Infrastructure Escrow account	\$1,500,000
Draws from BRRWD Escrow account	\$2,000,000
<b>Total Sources</b>	<b>\$403,749,313</b>

**MOTION PASSED**

**Mr. Peterson moved to approve the first “draft” of the preliminary 2025 cash budget and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.**

**10. NEXT MEETING**

The next meeting will be on October 23, 2024.

**11. ADJOURNMENT**

The meeting adjourned at 5:17 PM.

Finance Committee Bills from October 2024

Vendor	Description		
City of Fargo	Reimburse complementary in-town flood projects	\$	4,131,705.13
Cass County Joint Water Resource District	Diversion bills – Request #125 CCJWRD	\$	3,866,238.35
Clay County	Diversion bills – Request #46 MCCJPA	\$	192,356.49
Ohnstad Twichell, P.C.	Legal services rendered through September 21, 2024	\$	124,056.89
Dorsey & Whitney	Legal services rendered through September 30, 2024	\$	123,125.65
Ankura Consulting	Consultant services rendered through September 30, 2024	\$	100,359.00
Southeast Cass Water Resource District	Reimburse engineering services related to MOU	\$	97,219.96
Cass County	Reimburse misc expenses from Diversion Authority office	\$	3,078.97
Total Bills Received through October 16, 2024			<u>\$ 8,638,140.44</u>



**FINANCE OFFICE**  
 225 4<sup>th</sup> Street North  
 Fargo, ND 58102  
 Phone: (701) 241-1333  
 E-Mail: [Finance@FargoND.gov](mailto:Finance@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

October 15, 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 #37 for reimbursement invoices paid totaling \$4,131,705.13. These costs are for work on complementary in-town flood protection projects for costs paid in September 2024.

**Project Narrative, this request:**

Project Number	Project Description	Amount
BR24C1	WM Rep St RCN	453,161.73
FM1471	Drain 27 Lift Station #56 Flood Risk Management	3,270.00
FM19C	Woodcrest Drive Area - Flood Risk Management	611.85
FM24A	South University Wall Rep	797,249.48
NR23A	Storm Lift Rehab - #27 & 38	2,313,987.28
NR24B	Storm Lift Rehab - #11 & 57	563,424.79
<b>Total Expense for Period</b>		<b>\$4,131,705.13</b>

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

Sincerely,

Wyatt Papenfuss  
 Finance Manager, City of Fargo

**City of Fargo, North Dakota**  
**Schedule of Complementary In-Town Flood Protection Costs**  
**September 1, 2024 - September 30, 2024**

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
BR24C1	WM REP ST RCN-woodcrest	46000002062000	Retainage and Retainage R	-11,337.96	338675	BR24C1 #10 052	09/12/2024	MASTER CONSTRUCTION CO INC	9	2024	6
BR24C1	WM REP ST RCN-woodcrest	46000002062000	Retainage and Retainage R	-12,512.66	339034	BR24C1 #11 033	09/26/2024	MASTER CONSTRUCTION CO INC	9	2024	10
			460-0000-206.20-00 - Total	-23,850.62							
BR24C1	WM REP ST RCN-woodcrest	46035305107358	Flood Mitigation	226,759.10	338675	BR24C1 #10 023	09/12/2024	MASTER CONSTRUCTION CO INC	9	2024	6
BR24C1	WM REP ST RCN-woodcrest	46035305107358	Flood Mitigation	169,725.25	339034	BR24C1 #11 013	09/26/2024	MASTER CONSTRUCTION CO INC	9	2024	10
			460-3530-510.73-58 - Total	396,484.35							
BR24C1	WM REP ST RCN-woodcrest	46035305107361	Miscellaneous	1,250.00	339034	BR24C1 #11 018	09/26/2024	MASTER CONSTRUCTION CO INC	9	2024	10
			460-3530-510.73-61 - Total	1,250.00							
BR24C1	WM REP ST RCN-woodcrest	46035305107363	Flood Mitigation	68,028.00	339034	BR24C1 #11 014	09/26/2024	MASTER CONSTRUCTION CO INC	9	2024	10
			460-3530-510.73-63 - Total	68,028.00							
BR24C1	WM REP ST RCN-woodcrest	46035305107369	Miscellaneous	11,250.00	339034	BR24C1 #11 017	09/26/2024	MASTER CONSTRUCTION CO INC	9	2024	10
			460-3530-510.73-69 - Total	11,250.00							
<b>BR24C1 - Total</b>				<b>453,161.73</b>							
FM1471	FLOOD MIT-Dr 27 42st+29	46035305103305	DRAIN 27	3,270.00	339016		72587	HOUSTON ENGINEERING INC	9	2024	8
			460-3530-510.33-05 - Total	3,270.00							
<b>FM1471 - Total</b>				<b>3,270.00</b>							
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIN	611.85	338481		72211	HOUSTON ENGINEERING INC	9	2024	2
			460-3530-510.33-05 - Total	611.85							
<b>FM19C0 - Total</b>				<b>611.85</b>							
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	21,058.55	338492		10212482	KLJ ENGINEERING, LLC	9	2024	3
FM24A0	FLOOD MIT-S Univ wall rep	46035305103305	UNIV DR FLOODWALL REPAIR	36,018.95	339021		10214231	KLJ ENGINEERING, LLC	9	2024	9
			460-3530-510.33-05 - Total	57,077.50							
<b>FM24A0 - Total</b>				<b>57,077.50</b>							
FM24A1	FLOOD MIT-S Univ wall rep	46000002062000	Retainage and Retainage R	-26,915.72	338640		FM24A1 #5 055	INDUSTRIAL BUILDERS INC	9	2024	4
FM24A1	FLOOD MIT-S Univ wall rep	46000002062000	Retainage and Retainage R	-12,040.70	339154		FM24A1 #6 088	INDUSTRIAL BUILDERS INC	9	2024	11
			460-0000-206.20-00 - Total	-38,956.42							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107320	Structural	534,229.40	338640		FM24A1 #5 037	INDUSTRIAL BUILDERS INC	9	2024	4
			460-3530-510.73-20 - Total	534,229.40							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107356	Paving	16,065.00	339154		FM24A1 #6 027	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-56 - Total	16,065.00							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107358	Storm Sewer	6,400.00	339154		FM24A1 #6 030	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-58 - Total	6,400.00							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107359	Structural	2,460.00	338640		FM24A1 #5 036	INDUSTRIAL BUILDERS INC	9	2024	4
FM24A1	FLOOD MIT-S Univ wall rep	46035305107359	Sanitary Sewer	70.00	339154		FM24A1 #6 028	INDUSTRIAL BUILDERS INC	9	2024	11
FM24A1	FLOOD MIT-S Univ wall rep	46035305107359	Structural	840.00	339154		FM24A1 #6 031	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-59 - Total	3,370.00							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107361	Miscellaneous	1,625.00	338640		FM24A1 #5 035	INDUSTRIAL BUILDERS INC	9	2024	4
FM24A1	FLOOD MIT-S Univ wall rep	46035305107361	Miscellaneous	1,625.00	339154		FM24A1 #6 026	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-61 - Total	3,250.00							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107363	Sanitary Sewer	193,314.00	339154		FM24A1 #6 029	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-63 - Total	193,314.00							
FM24A1	FLOOD MIT-S Univ wall rep	46035305107366	Earthwork	22,500.00	339154		FM24A1 #6 025	INDUSTRIAL BUILDERS INC	9	2024	11
			460-3530-510.73-66 - Total	22,500.00							
<b>FM24A1 - Total</b>				<b>740,171.98</b>							
NR23A0	STRM LFT RHAB DR 27 78 S	46035305103305	STRM SWR LS #47&48	50,524.39	338481		72214	HOUSTON ENGINEERING INC	9	2024	2
			460-3530-510.33-05 - Total	50,524.39							
<b>NR23A0 - Total</b>				<b>50,524.39</b>							
NR23A1	STRM LFT RHAB DR 27 78 S	46035305106810	MASTER PADLOCK	329.07	338455		2-78858	CURTS LOCK & KEY SERVICE INC	9	2024	1
			460-3530-510.68-10 - Total	329.07							
<b>NR23A1 - Total</b>				<b>329.07</b>							
NR23A2	STRM LFT RHAB DR 27 78 S	46000002062000	Retainage and Retainage R	-118,212.35	338660		NR23A2 #8 048	KEY CONTRACTING INC	9	2024	5
			460-0000-206.20-00 - Total	-118,212.35							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107352	Flood Mitigation	30,800.00	338660		NR23A2 #8 012	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-52 - Total	30,800.00							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107358	Lift Station #48	1,139,750.00	338660		NR23A2 #8 013	KEY CONTRACTING INC	9	2024	5
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107358	Storm Sewer	1,009,600.00	338660		NR23A2 #8 018	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-58 - Total	2,149,350.00							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107359	Flood Mitigation	46,560.00	338660		NR23A2 #8 011	KEY CONTRACTING INC	9	2024	5
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107359	Paving	27,000.00	338660		NR23A2 #8 017	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-59 - Total	73,560.00							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107361	Miscellaneous	11,000.00	338660		NR23A2 #8 016	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-61 - Total	11,000.00							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107366	Flood Mitigation	59,000.00	338660		NR23A2 #8 010	KEY CONTRACTING INC	9	2024	5
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107366	Miscellaneous	22,912.00	338660		NR23A2 #8 014	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-66 - Total	81,912.00							
NR23A2	STRM LFT RHAB DR 27 78 S	46035305107369	Miscellaneous	17,625.00	338660		NR23A2 #8 015	KEY CONTRACTING INC	9	2024	5
			460-3530-510.73-69 - Total	17,625.00							
<b>NR23A2 - Total</b>				<b>2,246,034.65</b>							
NR23A3	STRM LFT RHAB DR 27 78 S	46000002062000	Retainage and Retainage R	10,009.28	339004		NR23A3 #5 028	FUSION AUTOMATION INC.	9	2024	7
			460-0000-206.20-00 - Total	10,009.28							
NR23A3	STRM LFT RHAB DR 27 78 S	46035305107358	Lift Station #47 Electric	7,089.89	339004		NR23A3 #5 001	FUSION AUTOMATION INC.	9	2024	7
			460-3530-510.73-58 - Total	7,089.89							
<b>NR23A3 - Total</b>				<b>17,099.17</b>							
NR24B0	STRM LFT RHAB-#11 & 57	46035305103305	STORM LS #11&#57	65,392.51	339016		72586	HOUSTON ENGINEERING INC	9	2024	8
			460-3530-510.33-05 - Total	65,392.51							

<b>NR24B0 - Total</b>				<b>65,392.51</b>							
NR24B2	STRM LFT RHAB-#11 & 57	46000002062000	Retainage and Retainage R	-26,212.22	338660	NR24B2 #4 049	09/12/2024	KEY CONTRACTING INC	9	2024	<b>5</b>
460-0000-206.20-00 - Total				-26,212.22							
NR24B2	STRM LFT RHAB-#11 & 57	46035305107358	Storm Sewer	450,004.50	338660	NR24B2 #4 020	09/12/2024	KEY CONTRACTING INC	9	2024	<b>5</b>
460-3530-510.73-58 - Total				450,004.50							
NR24B2	STRM LFT RHAB-#11 & 57	46035305107359	Change Order 2	74,240.00	338660	NR24B2 #4 019	09/12/2024	KEY CONTRACTING INC	9	2024	<b>5</b>
460-3530-510.73-59 - Total				74,240.00							
<b>NR24B2 - Total</b>				<b>498,032.28</b>							
<b>Overall - Total</b>				<b>4,131,705.13</b>							



**SENT VIA EMAIL**

**Cass County  
Joint Water  
Resource  
District**

October 15, 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 \$3,866,238.35 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.

Melissa Hinkemeyer  
Director, Secretary

Sincerely,

Leilei Bao  
Treasurer

**CASS COUNTY JOINT WATER RESOURCE DISTRICT**

1201 Main Avenue West  
West Fargo, ND 58078-1301

**Leilei Bao  
Treasurer**

701-298-2381  
FAX 701-298-2397  
[wrд@casscountynd.gov](mailto:wrд@casscountynd.gov)  
[casscountynd.gov](http://casscountynd.gov)

*Leilei Bao*  
**Enclosures**

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							10/15/2024
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
9/13/2024	9/4/2024	2812931		13,126.77	MarshMcLennan Agency LLC	Liability Insurance	
9/13/2024	8/29/2024	2806929		2,598.70	MarshMcLennan Agency LLC	Liability Insurance	
9/17/2024	8/21/2024	198408	130007	11,990.01	Ohnstad Twichell, PC	Diversion Right of Way Acquisition	
9/17/2024	8/21/2024	198409	160007	1,334.50	Ohnstad Twichell, PC	Channel Phase I	
9/17/2024	8/21/2024	198410	160007	579.00	Ohnstad Twichell, PC	Channel Phase II	
9/17/2024	8/21/2024	198411	160007	1,054.00	Ohnstad Twichell, PC	Channel Phase III	
9/17/2024	8/21/2024	198412	160007	32,573.50	Ohnstad Twichell, PC	Upstream Mitigation Area	
9/17/2024	8/21/2024	198413	187007	3,353.00	Ohnstad Twichell, PC	Diversion - Southern Embankment	
9/17/2024	8/21/2024	198414	197007	270.00	Ohnstad Twichell, PC	Western Tie Back	
9/17/2024	8/21/2024	198415	207007	135.00	Ohnstad Twichell, PC	I-29 Grade Raise	
9/17/2024	8/21/2024	198417	187007	1,707.50	Ohnstad Twichell, PC	BIO/GEO Easements	
9/17/2024	8/21/2024	198418	207007	8,250.00	Ohnstad Twichell, PC	Larry A. Bandt Revocable Living Truct (OIN 9348) Quick Take Eliment Domain Action	
9/17/2024	8/21/2024	198419	207007	11,364.00	Ohnstad Twichell, PC	Orten B Brodshaug RLT Agreement dated 12/28/11 (OIN 5008 1930 1932 1940 1941 8417 8518) Quick Take	
9/17/2024	8/21/2024	198420	237007	979.50	Ohnstad Twichell, PC	Eleanor Brandt Trust (OIN 1922 1927) Eminent Domain Action	
9/17/2024	8/21/2024	198421	237007	111.00	Ohnstad Twichell, PC	Norberg, Cindy (OIN 5023) Eminent Domain Action	
9/17/2024	8/21/2024	198422	237007	100.00	Ohnstad Twichell, PC	Trottier, Daniel (OIN 1958) Eminent Domain Action	
9/17/2024	8/21/2024	198423	237007	100.00	Ohnstad Twichell, PC	Hanson, Ryan (OIN 1898) Eminent Domain Action	
9/17/2024	8/21/2024	198424	237007	487.50	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895, 1991) Eminent Domain Action	
9/17/2024	8/21/2024	198425	237007	100.00	Ohnstad Twichell, PC	Loffelmacher, John (OIN 831) Eminent Domain Action	
9/17/2024	8/21/2024	198426	237007	455.00	Ohnstad Twichell, PC	KLF LLP (OIN 9347) Eminent Domain Action	
9/17/2024	8/21/2024	198427	237007	877.50	Ohnstad Twichell, PC	Christenson, Brendan and Daniel (OIN 7002) Eminent Domain Action	
9/17/2024	8/21/2024	198428	237007	120.00	Ohnstad Twichell, PC	Ihle, Peter (OIN 1959) Eminent Domain Action	
9/17/2024	8/21/2024	198429	237007	130.00	Ohnstad Twichell, PC	Johnson, Ted A. & Mary M. (OIN 9423) Eminent Domain Action	
9/17/2024	8/21/2024	198430	237007	1,068.00	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947, 1948) Eminent Domain Action	
9/17/2024	8/21/2024	198431	237007	425.00	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action	
9/17/2024	8/21/2024	198432	237007	262.50	Ohnstad Twichell, PC	Redlin, Gary & Patricia (OIN 2002) Eminent Domain Action	
9/17/2024	8/21/2024	198433	237007	797.50	Ohnstad Twichell, PC	Duchscherer, Brian & Kelly (OIN 9416, 1885) Eminent Domain Action	
9/17/2024	8/21/2024	198434	237007	195.00	Ohnstad Twichell, PC	Luecke, John (Leonard) & Kathleen J. (OIN 2046, 2047, 2183) Eminent Domain Action	
9/17/2024	8/21/2024	198435	237007	79,372.80	Ohnstad Twichell, PC	2023 Consolidated ED Action	
9/17/2024	8/21/2024	198436	237007	3,120.00	Ohnstad Twichell, PC	Colehour, Sherry (OIN's 867, 866, 2003, 8360, 2031, 2032, 2035) Eminent Domain Action	
9/17/2024	8/21/2024	198437	237007	1,145.00	Ohnstad Twichell, PC	Turner, Scott & Vicki (J)(N 5028) Eminent Domain Action	
9/17/2024	8/21/2024	198438	237007	780.00	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action	
9/17/2024	8/21/2024	198439	237007	1,950.00	Ohnstad Twichell, PC	Richard, George & Sharon/Richard, Leo & Shirley (OIN 1903,1905,1907,1910,1913,1914,1957&1960) ED Action	
9/17/2024	8/21/2024	198440	247007	390.00	Ohnstad Twichell, PC	Compson, Terry Eminent Domain	
9/17/2024	8/21/2024	198443	247007	7,303.78	Ohnstad Twichell, PC	Aaland Law Open Record Requests	
9/17/2024	8/21/2024	198441	247007	315.00	Ohnstad Twichell, PC	Moe, Gail J. (OIN 1953) Eminent Domain Action	
9/17/2024	8/21/2024	198442	247007	260.00	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
9/17/2024	9/9/2024	844550	38810.00012	158.00	Larkin Hoffman	Hanson Flowage Easement Acquisition	
9/17/2024	9/9/2024	844541	38810.00004	1,896.00	Larkin Hoffman	Richalrd/Cass Cos./Applications for Permit to Enter Land	
9/17/2024	9/9/2024	844543	38810.00059	665.60	Larkin Hoffman	Michael and Darla Rufer	
9/17/2024	9/9/2024	844547	38810.00026	79.00	Larkin Hoffman	Patrick, Chad E. Flowage Easement Acquisition	
9/17/2024	9/9/2024	844549	38810.00013	79.00	Larkin Hoffman	Berg Flowage Easement Acquisition	
9/17/2024	9/9/2024	844548	38810.00020	79.00	Larkin Hoffman	Kopp, Alan and June Flowage Easement Acquisition	
9/17/2024	9/9/2024	844546	38810.00027	790.00	Larkin Hoffman	Speten, Kenneth and Karen Flowage Easement Acquisition	
9/17/2024	9/9/2024	844545	38810.00044	1,548.75	Larkin Hoffman	Timothy and Sharon Schulz	
9/17/2024	9/9/2024	844544	38810.00048	1,054.75	Larkin Hoffman	Michele K. Johnson	
9/17/2024	9/9/2024	844542	38810.00063	225.25	Larkin Hoffman	Hayes	
10/3/2024	9/23/2024	40421	19706	700.00	Moore Engineering, Inc.	Task 2-Development of Design Guidance for P3 RFP Technical Requirements	
9/13/2024	9/13/2024	275826	275826	68,205.32	The Title Company	Buyer's Settlement (OIN 9332 9359) Property Purchase of Terry & Kay Compson Revocable Trust Dated 2/20/2009	
9/13/2024	9/12/2024			22,751.00	Joseph & Jolene Saubageau	Relocation Reimbursement (OIN 1112 1113)	
9/13/2024	9/6/2024			22,670.00	BMJ Land Inc. - Robery Mitchell	Relocation Reimbursement (OIN 9993 9994)	
9/13/2024	9/3/2024			2,937.50	Aaland Law Office, LTD	Time spent on disposition in the Rovert Askegaard Consolidated Cases	
9/27/2024	9/26/2024			39,071.83	Kent Westby	Relocation Reimbursement (OIN 8386)	
9/27/2024	9/27/2024	276444		2,232,803.75	The Title Company	Karen G. Offutt Trust - OIN 809 and 9348 Property Purchase and easement exchange for MFDP	
9/27/2024	9/13/2024			49.05	Cass County Electric Cooperative	Location 140-300-0510 Address 5251 174 1/2 Ave Se	
9/27/2024	9/13/2024			72.65	Cass County Electric Cooperative	Location 106-330-0780 Address 12004 57 ST S	
9/27/2024	9/13/2024			166.59	Cass County Electric Cooperative	Location 139-070-0150 Address 4945 170 AV SE	
9/13/2024	7/31/2024	3870	3775	10,635.98	ProSource	Fargo-Moorhead Area Flood Diversion Project: Task Order No.3	
9/13/2024	6/6/2024	221002	10833 47432	18,207.18	Dougherty, Molenda, Solfest, Hills & Bauer P.A.	Mediation RBB - Cass County, ND Client/Matter No.: 10833 47432	
9/13/2024	6/6/2024	305476		13,975.00	Dougherty, Molenda, Solfest, Hills & Bauer P.A.	Mediation RBB - Cass County, ND	
9/13/2024	6/17/2024	307586		1,223.56	Dougherty, Molenda, Solfest, Hills & Bauer P.A.	Mediation RBB - Cass County, ND	
9/13/2024	7/3/2024	312193		14,396.72	Dougherty, Molenda, Solfest, Hills & Bauer P.A.	Mediation RBB - Cass County, ND	
9/13/2024	9/4/2024	325816		195.00	Dougherty, Molenda, Solfest, Hills & Bauer P.A.	Mediation RBB - Cass County, ND	
9/13/2024	7/31/2024	13783.00 - 51		31,694.05	SRF Consulting Group, Inc.	Task Order No 1 - Amendments 1, 2, 3, Amend 4 & 5 Issued CCJWRD Purchase Order No. 211544 EXP 9/30/26	



Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/25/2024	8/31/2024	13783.00 - 52		37,151.61	SRF Consulting Group, Inc.	Task Order No 1 - Amendments 1, 2, 3, Amend 4 & 5 Issued CCJWRD Purchase Order No. 211544 EXP 9/30/26
9/23/2024	9/5/2024	1200651997		19,386.25	HDR Engineering Inc.	CCJWRD TO2 Propoerty Acquisition Services
9/27/2024	9/27/2024			4,276.00	David Germanson	Western Tie Back TCE Extention - (OIN 9055X 9056X - Parcel No. 15-0000-10060-000; 15-0000-10080-000)
9/13/2024	9/13/2024	276284	276284	16,570.00	The Title Company	Wesley N Berg and Shirley A. Berg Flowage Easment (OIN 1371)
9/13/2024	9/13/2024	272672B	272672B	1,112,942.90	The Title Company	Borrower Robert Mitchell Parcels of land in S1/2 5-144-48 Norman County MN
9/13/2024	8/29/2024			150.00	The Title Company	Draw #4, 5, 6 6G Farms, LLC RIMP Loan 1
9/13/2024	8/28/2024	271247B	271247B	50.00	The Title Company	Draw #1 Nipstad Farms
9/27/2024	9/17/2024	207411B	207411B	100.00	The Title Company	Richard Living Trust Draws 1 & 2
9/27/2024	9/16/2024	271499B	271499B	100.00	The Title Company	Kent & Bernice Westby Draws #3&4
				<b>Total</b>	<b>3,866,238.35</b>	
				<b>Grand Total</b>	<b>3,866,238.35</b>	



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

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October 16, 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 is as follows:

Metro Flood Diversion	\$192,356.49
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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 12<sup>th</sup> 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
Crown Appraisals, Inc.	8/30/24	oin 8795,8796,8797 flowage easement report	\$14,500.00	5097	9/17/24	9/25/24	121077	10/16/2024
Scott & Ruth Billie	9/18/24	Approach project oin 257x	\$7,500.00		9/18/24	9/25/24	121069	10/16/2024
Marsh & McLennan	9/16/24	MCCJPA insurance	\$1,090.16	2826282	9/18/24	9/25/24	121100	10/16/2024
Marsh & McLennan	9/16/24	MCCJPA insurance	\$4,740.87	2826255	9/18/24	9/25/24	121100	10/16/2024
The Hawley Herald	8/12/24	JP meeting 8/12	\$30.00	5542	9/23/24	9/25/24	566913	10/16/2024
Red River Valley Coop	9/4/24	13689 3rd st s	\$57.16		9/23/24	9/25/24	566908	10/16/2024
Red River Valley Coop	9/4/24	3348 180th ave s	\$56.43		9/23/24	9/25/24	566908	10/16/2024
SRF Consulting Group	8/31/24	prof svcs thru 8/31/24	\$12,727.24	13820-00-47	9/23/24	10/2/24	566993	10/16/2024
Larkin Hoffman	9/9/24	prof svcs thru 8/31/24	\$1,779.87	844556	9/26/24	10/2/24	121208	10/16/2024
Morgan Buth & David Dobis		Refund security deposit oin 1665	\$500.00		9/30/24	10/2/24	121220	10/16/2024
The Title Co	9/27/24	oin 5186 poehls flowage easement	\$85,301.00		9/27/24	9/27/24	907383	10/16/2024
Ohnstad Twichell	10/2/24	Upstream mitigation	\$37,310.38	198824	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	Southern embankment	\$2,428.00	198825	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	general 2024	\$2,329.60	198830	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	eminent domain clay	\$2,907.60	198827	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	eminent domain wilkin	\$11,308.18	198829	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	aaland data practices request	\$5,120.00	198831	10/6/24	10/16/24	567134	10/16/2024
Ohnstad Twichell	10/2/24	relocaton appeal leech	\$1,170.00	198826	10/6/24	10/16/24	567134	10/16/2024
Kenneth & Tina Bye	10/1/24	Refund security deposit oin 250	\$1,500.00		10/1/24	10/9/24	121287	10/16/2024

\$192,356.49

**OHNSTAD TWICHELL, P.C.**

**Attorneys at Law**

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

15-1395 (JTS) Invoice # 198832

Flood Diversion Board  
 Bond Counsel Work - PPP

Date: October 2, 2024

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

<b>PROFESSIONAL SERVICES RENDERED</b>			
	<b>Hours</b>	<b>Rate</b>	<b>Totals</b>
JTS	101.1	\$398.00	\$40,237.80
LDA	4.4	\$398.00	\$1,751.20
KJS	59.9	\$398.00	\$23,840.20
DCP	20.1	\$398.00	\$7,999.80
KJM	66.5	\$345.00	\$22,942.50
TJF	9.3	\$265.00	\$2,464.50
CAS	2.5	\$235.00	\$587.50
AJR	17.8	\$235.00	\$4,183.00
CRR	5.0	\$225.00	\$1,125.00
MRH	15.7	\$225.00	\$3,532.50
LDS	28.4	\$225.00	\$6,390.00
<b>Total Fees:</b>	<b>330.7</b>		<b>\$115,054.00</b>
Westlaw			\$236.93
NDRIN			\$3.00
Postage			\$12.96
Prof Service Fee Gwendolyn			\$8,750.00
<b>Total Expenses:</b>			<b>\$9,002.89</b>
<b>Grand Total</b>			<b>\$124,056.89</b>

	<b>Rates</b>
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
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

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT  
 BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

**PROFESSIONAL SERVICES RENDERED**

15-1395 JTS Invoice # 198832 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$43,207.60
151395-4	Public Finance Issues	\$517.40
151395-5	Consultant Contract Review/Development	\$1,128.80
151395-9	Environmental Permitting Issues/NEPA	\$94.00
151395-12	USACE Interface/Questions	\$12,816.30
151395-13	Third Party Utility MOU's	\$23,680.30
151395-17	EPA WIFIA Loan	\$188.00
151395-21	CCJWRD Temporary Refunding Imp Bond	\$1,386.50
151395-23	PRAM	\$636.80
151395-24	P3 Implementation	\$24,026.30
151395-27	UMA/Utility Review	\$7,292.40
151395-30	Dispute Review Board Matters	\$79.60
<b>TOTAL</b>		<b>\$115,054.00</b>



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

October 9, 2024  
Invoice Number 4017025

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

For Legal Services Rendered Through September 30, 2024

INVOICE TOTAL

Total For Current Legal Fees	\$122,635.00
Total For Current Disbursement and Service Charges	\$490.65
<b>Total Due This Invoice</b>	<b>\$123,125.65</b>

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](mailto:onlinepayments@dorsey.com)

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

Please make reference to the invoice number – send remittance to [remittance@dorsey.com](mailto: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](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



Metro Flood Diversion Authority  
 Client-Matter No.: 491379-00004  
 Invoice Number: 4017025

October 9, 2024  
 Page 15

<b>Total This Invoice</b>	<b>\$123,125.65</b>
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**Timekeeper Summary**

<b>Name</b>	<b>Hours</b>	<b>Billed Rate</b>	<b>Amount</b>
Burkhart, Rachel	33.40	620.00	20,708.00
Keane, Bryan	51.70	715.00	36,965.50
Knoll, Jocelyn	47.00	800.00	37,600.00
Stark, Mary Jo	1.70	420.00	714.00
Webster, Nathan	56.10	475.00	26,647.50
<b>Total all Timekeepers</b>	<b>189.90</b>		<b>122,635.00</b>

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](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



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

INVOICE

Date	Invoice Number
10/15/2024	CI-125222

Payment Terms	Due Date
Net 30	11/14/2024

FEIN NO.:	47-2435218
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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.
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<b>Net Amount:</b>	<b>100,359.00</b>
<b>Tax:</b>	
<b>Total Invoice Amount:</b>	<b>USD 100,359.00</b>

For any questions regarding billing, wire or ACH payments, please contact [accounting@ankura.com](mailto:accounting@ankura.com).

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



**Project #:** P-013258  
**Invoice Date:** 10/15/2024  
**Invoice Number:** CI-125222  
**Professional Services Through:** 9/30/2024  
**Currency:** USD

**Professional Services - Summary By Person**

<b>Name</b>	<b>Title</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Melissa Morea	Senior Managing Director	525.00	13.0	6,825.00
Andrew Davis	Director	350.00	123.4	43,190.00
Kelsy Kurfirst	Director	350.00	128.0	44,800.00
Marissa Wade	Associate	280.00	19.8	5,544.00
<b>Total</b>			<b>284.2</b>	<b>100,359.00</b>



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

September 24, 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 \$97,219.96 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  
[wrд@casscountynд.gov](mailto:wrд@casscountynд.gov)  
[casscountynд.gov](http://casscountynд.gov)



# INVOICE: INV011325

Date 10/04/2024  
 Invoice account 198

CITY OF FARGO  
 PO BOX 49  
 Fargo, ND

Description	Quantity	Unit price	Amount
FM DIVERSION DIRECTOR PAY	1.00	3,250.00	3,250.00
FM DIVERSION MISC	1.00	3,078.97	3,078.97
FM DIVERSION PAYROLL	1.00	94,395.81	94,395.81

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
100,724.78	0.00	0.00	100,724.78	0.00	0.00	USD	100,724.78

Due date 11/03/2024

Please detach and send this copy with remittance.

**MAKE CHECK PAYABLE TO:**

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

Invoice: **INV011325**

Date: 10/04/2024

**Total:** 100,724.78

Name: CITY OF FARGO

Account #: 198

**Due date** 11/03/2024



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

	<b>FM Diversion Project Fund</b>	<b>Budget Fund</b>	<b>Grand Total</b>
<b>Assets</b>			
Cash	\$ 255,557,530	\$ 300,309	\$ 255,857,839
Cash Horace 3.01 MIT	4,434,903	-	4,434,903
Cash BRRWD	8,834,660	-	8,834,660
Cash Held In Trust at BND			
Excess Revenue Fund	703,338	-	703,338
Temp Debt Obligation Fund	3,115,258	-	3,115,258
Authority Loan Fund	186,945	-	186,945
P3 Reserve Fund	16,133,951	-	16,133,951
SRF Loan Reserve Fund	2,294,101	-	2,294,101
Revenue Fund	2,421	-	2,421
Prepaid Expense	3,360,072	-	3,360,072
Refundable Deposit	50,000	-	50,000
<b>Total assets</b>	<b>294,673,179</b>	<b>300,309</b>	<b>294,973,488</b>
<b>Liabilities</b>			
Vouchers payable	-	-	-
Retainage payable	162,926	-	162,926
Rent Deposit	19,750	-	19,750
Deferred Revenue	5,500	-	5,500
<b>Total liabilities</b>	<b>188,176</b>	<b>-</b>	<b>188,176</b>
 <b>NET POSITION</b>	 <b>\$ 294,485,004</b>	 <b>\$ 300,309</b>	 <b>\$ 294,785,312</b>

**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	26/09/2024	338987	Cass County Government	\$9,750.00	STAFF CO-ED STIPEND 6-8	V00106	EXECUTIVE DIRECTOR
	26/09/2024	338987	Cass County Government	\$81,963.20	STAFF SETTLEMENT	V00106	EXECUTIVE DIRECTOR
	26/09/2024	338987	Cass County Government	\$71,958.58	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Full Time Staff / Salaries</b>				<b>\$163,671.78</b>			
770-7910-429.20-01	26/09/2024	338987	Cass County Government	\$7,352.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Health Insurance</b>				<b>\$7,352.00</b>			
770-7910-429.20-03	26/09/2024	338987	Cass County Government	\$160.00	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Dental Insurance</b>				<b>\$160.00</b>			
770-7910-429.20-06	26/09/2024	338987	Cass County Government	\$29.20	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Vision Insurance</b>				<b>\$29.20</b>			
770-7910-429.21-01	26/09/2024	338987	Cass County Government	\$9,419.83	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Social Security</b>				<b>\$9,419.83</b>			
770-7910-429.21-02	26/09/2024	338987	Cass County Government	\$2,203.03	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Medicare</b>				<b>\$2,203.03</b>			
770-7910-429.22-07	26/09/2024	338987	Cass County Government	\$9,541.70	DIVERSION PAYROLL	V00106	EXECUTIVE DIRECTOR
<b>Pension Benefits / Retirement</b>				<b>\$9,541.70</b>			
770-7910-429.33-37	12/09/2024	338632	HighRoad Partners, LLC	\$600.00	SEPT HR SERVICE	V09701	HR SERVICES
<b>Other Services / HR Services</b>				<b>\$600.00</b>			
770-7910-429.33-47	26/09/2024	338987	Cass County Government	\$4,000.00	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>Other Services / Consulting Services</b>				<b>\$4,000.00</b>			
770-7910-429.34-15	26/09/2024	339033	Marco Technologies	\$2,206.27	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
<b>Technical Services / Computer Services</b>				<b>\$2,206.27</b>			
770-7910-429.34-40	26/09/2024	338987	Cass County Government	\$4,391.64	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>Technical Services / Web Site Develop/Maintain</b>				<b>\$4,391.64</b>			
770-7910-429.53-20	26/09/2024	338987	Cass County Government	\$496.33	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>Communications / Cellular Phone Service</b>				<b>\$496.33</b>			

**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.56-60	26/09/2024	338987	Cass County Government	\$2,064.94	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>In State Travel / In State Travel Expenses</b>				<b>\$2,064.94</b>			
770-7910-429.61-10	26/09/2024	338987	Cass County Government	\$60.99	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>General Supplies / Office Supplies</b>				<b>\$60.99</b>			
770-7910-429.68-30	26/09/2024	338987	Cass County Government	\$210.37	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>Miscellaneous / Meeting Incidentals</b>				<b>\$210.37</b>			
770-7910-429.74-11	26/09/2024	338987	Cass County Government	\$85.99	MISC DIVERSION EXP	V00106	EXECUTIVE DIRECTOR
<b>Capital Outlay / Computer Equipment</b>				<b>\$85.99</b>			
<b>770 Subtotal</b>				<b>\$206,494.07</b>			
790-7910-429.33-25	05/09/2024	338509	OHNSTAD TWICHELL PC	\$88,225.38	LEGAL SERVICES-DIVERSION	V00102	General & Admin. WIK
	12/09/2024	338612	FTI Consulting Technology LLC	\$3,024.00	JULY FORENSIC REVIEW	V13001	LEGAL-FORENSIC ANALYSIS
	12/09/2024	338659	KAREN KLEIN MEDIATION,	\$10,927.86	J PAULSEN VS DIVERSION	V00102	General & Admin. WIK
	26/09/2024	339045	OHNSTAD TWICHELL PC	\$111,353.20	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$213,530.44</b>			
790-7910-429.34-20	05/09/2024	338443	C THREE MEDIA, LLC	\$18,370.40	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	05/09/2024	338504	Neon Loon Communications, LL	\$17,293.00	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	19/09/2024	338876	Neon Loon Communications, LL	\$13,219.50	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
<b>Technical Services / Marketing / Public Relat</b>				<b>\$48,882.90</b>			
790-7910-429.34-40	12/09/2024	338606	Flint Group	\$150.00	WEBSITE DESIGN	V10201	WEBSITE DESIGN
<b>Technical Services / Web Site Develop/Maintain</b>				<b>\$150.00</b>			
790-7910-429.34-56	23/09/2024	EK09240	City of Fargo	\$17,483.00	FISCAL AGENT FEE - 09/24	V05902	MONTHLY FISCAL AGENT FEE
<b>Technical Services / FMDA Fiscal Agent Fee:</b>				<b>\$17,483.00</b>			
790-7910-429.38-68	19/09/2024	338824	GA Group, PC	\$4,000.00	SEPT GOVT RELATIONS	V07601	2021 GOVERNMENT RELATIONS
<b>Other Services / Lobbyist</b>				<b>\$4,000.00</b>			
790-7910-429.42-05	12/09/2024	338559	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
<b>Cleaning Services / Custodial Services</b>				<b>\$925.00</b>			

**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.43-50	19/09/2024	338891	ACONEX (North America) INC	\$154,303.47	SERVICE AGREEMENT	V01401	8 Year Service Agreement
<b>Repair and Maintenance / Maintenance Service Contract</b>				<b>\$154,303.47</b>			
790-7915-429.33-05	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$116,503.42	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$173,636.59	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	19/09/2024	338895	MOORE ENGINEERING INC	\$6,013.42	REIMB MOORE ENGINEERING	V02423	TO9 - MILL & OVERLAY
<b>Other Services / Engineering Services</b>				<b>\$296,153.43</b>			
790-7915-429.38-99	26/09/2024	339066	UNITED STATES GEOLOGIC	\$67,467.50	WATER QUALITY MONITORING	V02203	WATER QUALITY MONITORING
<b>Other Services / Other Services</b>				<b>\$67,467.50</b>			
790-7920-429.33-05	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$54,802.99	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$28,350.51	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
<b>Other Services / Engineering Services</b>				<b>\$83,153.50</b>			
790-7920-429.33-79	19/09/2024	338794	CH2M Hill Engineers Inc	\$393,130.38	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
	19/09/2024	338794	CH2M Hill Engineers Inc	\$752,007.42	P3 SUPPORT	V00212	P3 PROCUREMENT SUPPORT
	19/09/2024	338895	MOORE ENGINEERING INC	\$585.95	REIMB MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MG
<b>Other Services / Construction Management</b>				<b>\$1,145,723.75</b>			
790-7930-429.33-05	05/09/2024	338434	ADVANCED ENGINEERING I	\$148,005.08	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	19/09/2024	338760	ADVANCED ENGINEERING I	\$189,513.35	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$64,126.11	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$16,594.69	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPO
<b>Other Services / Engineering Services</b>				<b>\$418,239.23</b>			
790-7930-429.33-79	19/09/2024	338794	CH2M Hill Engineers Inc	\$20,719.21	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
<b>Other Services / Construction Management</b>				<b>\$20,719.21</b>			
790-7930-429.38-95	19/09/2024	338845	JT LAWN SERVICE LLC	\$69,229.00	MOWING & WEED CONTROL	V10401	MOWING/WEED CONTROL MGM
<b>Other Services / Mowing Services</b>				<b>\$69,229.00</b>			
790-7930-429.38-99	05/09/2024	338503	NDSU BUSINESS OFFICE-BO	\$8,376.52	NDAWN WEATHER AGREEMENT	V02703	WEATHER GAUGE AGREEMENT
<b>Other Services / Other Services</b>				<b>\$8,376.52</b>			



**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.52-70	19/09/2024	338945	Watts and Associates, Inc.	\$1,723.91	CROP LOSS COMP	V06901	CROP INSURANCE DEVELOPMN
<b>Insurance / Crop Insurance</b>				<b>\$1,723.91</b>			
790-7930-429.62-51	26/09/2024	338985	Cass County Electric Cooperativ	\$113.00	ACCT 1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
<b>Energy / Electricity</b>				<b>\$113.00</b>			
790-7930-429.73-20	05/09/2024	338517	Schmidt and Sons Inc.	\$51,837.50	PROPERTY MITIGATION	V03810	TO3-MITIGATION WP38C
	19/09/2024	338919	Schmidt and Sons Inc.	\$29,030.00	PROPERTY STRUCTURE MITIGA	V03811	TO32-WP38C OIN251X
	26/09/2024	339059	Schmidt and Sons Inc.	\$147,765.00	PROPERTY MITIGATION TO 30	V03812	TO30-WP38C-OIN 7215
<b>Infrastructure / Site Improvements</b>				<b>\$228,632.50</b>			
790-7931-429.38-99	19/09/2024	338797	COMSTOCK LUTHERAN CH	\$27,500.00	TREE REMOVAL	V02301	MN LAND PURCHASES
<b>Other Services / Other Services</b>				<b>\$27,500.00</b>			
790-7940-429.33-05	19/09/2024	338785	BRAUN INTERTEC CORP	\$892.00	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
<b>Other Services / Engineering Services</b>				<b>\$892.00</b>			
790-7940-429.33-06	19/09/2024	338785	BRAUN INTERTEC CORP	\$2,188.50	MATERIAL TESTING	V00407	TASK ORDER #5
<b>Other Services / Quality Testing</b>				<b>\$2,188.50</b>			
790-7950-429.33-05	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$6,805.75	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	26/09/2024	339063	MOORE ENGINEERING INC	\$2,919.25	REIMB MOORE ENGINEERING	V12201	SE CASS WRD MOU
	03/10/2024	EK09240	City of Fargo	\$1,516.68	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	03/10/2024	EK09240	HOUSTON ENGINEERING IN	\$4,993.90	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
<b>Other Services / Engineering Services</b>				<b>\$16,235.58</b>			
790-7950-429.33-06	19/09/2024	338785	BRAUN INTERTEC CORP	\$763.00	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	19/09/2024	338785	BRAUN INTERTEC CORP	\$88,698.00	MATERIALS TESTING	V00406	TASK ORDER #4
<b>Other Services / Quality Testing</b>				<b>\$89,461.00</b>			
790-7950-429.33-25	12/09/2024	338714	OHNSTAD TWICHELL PC	\$572.80	REIMB OHNSTAD TWICHELL	V08801	RUSH RIVER-DRAIN EXPENSE
<b>Other Services / Legal Services</b>				<b>\$572.80</b>			
790-7950-429.33-32	03/10/2024	EK09240	SRF Consulting Group	\$464.21	SRF CONSULTING GROUP, INC	V05405	LEVEE/FLOODWALL - BELMONT
<b>Other Services / Appraisal Services</b>				<b>\$464.21</b>			

**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.41-05	19/09/2024	338790	Cass Rural Water	\$29.70	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
<b>Utility Services / Water and Sewer</b>				<b>\$29.70</b>			
790-7950-429.73-52	03/10/2024	EK09240	Excavating Inc - Fargo	\$13,112.93	EXCAVATING INC - FARGO	V05401	DEMOLITION/LEVEE-HARWOOD
	03/10/2024	EK09240	Excavating Inc - Fargo	\$177,259.50	EXCAVATING INC - FARGO	V05426	RR EROSION-UNIV & 52ND AV
	03/10/2024	EK09240	INDUSTRIAL BUILDERS INC	\$1,185,635.72	INDUSTRIAL BUILDERS INC	V05434	FM24A-S UNIV WALL REP
<b>Infrastructure / Flood Control</b>				<b>\$1,376,008.15</b>			
790-7950-429.73-59	26/09/2024	339017	INDUSTRIAL BUILDERS INC	\$516,303.99	GRAVEL SURFACING IMPROVE	V06008	GRAVEL SURFACE & SUBGRAD
<b>Infrastructure / Street &amp; Roadway System</b>				<b>\$516,303.99</b>			
790-7950-429.73-62	03/10/2024	EK09240	City of Fargo	\$25,680.00	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
<b>Infrastructure / Water Infrastructure</b>				<b>\$25,680.00</b>			
790-7950-429.73-70	12/09/2024	338576	Cass Rural Water	\$709,916.94	UTILITY RELOCATION	V05019	TO12 - 16" WATERMAIN INST
	12/09/2024	338722	SELLIN BROS INC	\$566,940.00	UTILITY RELOCATIONS	V12601	WP47B AGREEMENT
	19/09/2024	338788	Cass County Electric Cooperativ	\$98,868.19	RELOCATE OXBOW GENERATOR	V04721	TO19-RELOCATE OXBOW SUBS
<b>Infrastructure / Utilities</b>				<b>\$1,375,725.13</b>			
790-7952-429.33-05	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$13,231.50	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$13,231.50</b>			
790-7952-429.73-70	19/09/2024	338911	RED RIVER VALLEY COOPE	\$16,843.78	RRV TO5 WOLVERTON CREEK	V10706	WOLVERTON CREEK OHD LINE
<b>Infrastructure / Utilities</b>				<b>\$16,843.78</b>			
790-7959-429.73-52	03/10/2024	EK09240	Key Contracting Inc	\$1,273,367.36	KEY CONTRACTING INC	V05433	NR24B - LIFT STAT 11 & 57
	03/10/2024	EK09240	Key Contracting Inc	\$640,247.37	KEY CONTRACTING INC	V05431	STORM LIFT IMPR #47 & #48
	03/10/2024	EK09240	MASTER CONSTRUCTION C	\$21,462.56	MASTER CONSTRUCTION CO IN	V05435	WM REP ST RCN-WOODCREST
<b>Infrastructure / Flood Control</b>				<b>\$1,935,077.29</b>			
790-7990-429.33-05	19/09/2024	338836	HOUSTON-MOORE GROUP L	\$67,283.13	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
<b>Other Services / Engineering Services</b>				<b>\$67,283.13</b>			
790-7990-429.33-25	05/09/2024	338509	OHNSTAD TWICHELL PC	\$30,207.87	LEGAL SERVICES-DIVERSION	V00102	General & Admin. WIK
	26/09/2024	339045	OHNSTAD TWICHELL PC	\$32,617.80	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$62,825.67</b>			

**Summary Of Expenses**  
**EXP-2024-09**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.33-47	05/09/2024	338511	Program Advisor Services, LLC	\$43,200.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
	26/09/2024	339050	Program Advisor Services, LLC	\$42,400.00	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
<b>Other Services / Consulting Services</b>				<b>\$85,600.00</b>			
790-7990-429.34-55	12/09/2024	338578	CDM Smith Inc.	\$4,239.38	ENGINEERING SERVICES	V12701	FIN DISPUTE REVIEW BOARD
	26/09/2024	339055	Patricia O. Sulser	\$1,375.00	TECH DRB CHAIR-SUSLER	V11403	DISPUTE RESOLUTION BOARDS
<b>Technical Services / Financial Advisor</b>				<b>\$5,614.38</b>			
790-7990-429.34-57	25/09/2024	22861	BANK OF NORTH DAKOTA	\$17,483.00	BND TRUSTEE FEE - 09/2024	V08502	MONTHLY TRUSTEE FEE
<b>Technical Services / FMDA Trustee Fees BNI</b>				<b>\$17,483.00</b>			
790-7990-429.34-59	26/09/2024	339055	Mark E Alpert - Integrated Deliv	\$5,200.00	TECH DRB CHAIR-ALPERT	V11403	DISPUTE RESOLUTION BOARDS
<b>Technical Services / Outside Consultant</b>				<b>\$5,200.00</b>			
790-7998-555.90-81	23/09/2024	EK09240	Diversion Admin Budget Transf	\$0.00	ANNUAL ADMIN BDGT TRF-SEP	VADMIN	Diversion Administration
<b>FMDA Admin. Budget Fund</b>				<b>\$0.00</b>			
<b>790 Subtotal</b>				<b>\$8,419,026.17</b>			

<b>Total Amount Invoiced this period:</b>	<b>\$8,625,520.24</b>	
	<b>\$0.00</b>	<b>Less Paid Retainage</b>
	<b>\$8,625,520.24</b>	<b>Total Less Paid Retainage</b>

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$407,912,774.76	\$407,912,774.76	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$153,344,991.12	\$124,379,986.26	\$28,965,004.86	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,554,195.48	\$75,607,231.33	\$18,946,964.15	Engineering Services
INDUSTRIAL BUILDERS INC	\$64,961,223.87	\$64,961,223.87	\$0.00	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
KEY CONTRACTING INC	\$25,055,562.94	\$25,055,562.94	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
OHNSTAD TWICHELL PC	\$24,514,849.40	\$24,514,849.40	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$15,983,798.75	\$13,276,400.82	\$2,707,397.93	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	\$8,002,453.54	\$7,996,814.79	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$7,677,216.16	\$6,545,897.69	\$1,131,318.47	Engineering Services
CASS RURAL WATER	\$6,996,476.85	\$6,939,130.53	\$57,346.32	Utilities and Utility Relocation
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,335,117.00	\$3,414,463.66	\$2,920,653.34	Engineering Services
HOUSTON ENGINEERING INC	\$6,161,265.99	\$6,161,265.99	\$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	\$5,080,084.00	\$5,080,084.00	\$0.00	Gravel on County Rd 17 Bypass

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
BRAUN INTERTEC CORP	\$4,904,648.26	\$2,359,659.01	\$2,544,989.25	Materials Testing
SELLIN BROS INC	\$4,489,696.99	\$3,507,321.79	\$982,375.20	Riverwood Flood Risk Project - Construction
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,512,835.83	\$361,072.83	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	\$3,565,305.07	\$2,614,007.51	\$951,297.56	Electrical Services
SCHMIDT AND SONS INC.	\$3,444,352.93	\$3,444,352.93	\$0.00	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	\$2,868,730.00	\$2,281,030.00	\$587,700.00	Flowage Easements Valuation and Appraisal Services
CASS COUNTY JOINT WATER RESOURCE DI	\$2,706,287.08	\$2,706,287.08	\$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	\$1,977,716.43	\$597,074.69	Engineering Services
PROGRAM ADVISOR SERVICES, LLC	\$2,510,982.87	\$2,367,663.90	\$143,318.97	Program Consulting Services
AON RISK SERVICES CENTRAL INC	\$2,418,693.41	\$2,339,756.91	\$78,936.50	Risk Advisory Services P3 Pre-Award
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
EXCAVATING INC - FARGO	\$2,209,031.84	\$2,209,031.84	\$0.00	Excavation and Utilities
ACONEX (NORTH AMERICA) INC	\$2,194,655.43	\$1,885,635.99	\$309,019.44	Electronic Data Mgmt and Record Storage System
HOUGH INC	\$2,088,832.83	\$2,088,832.83	\$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
AECOM	\$1,585,102.78	\$1,115,667.42	\$469,435.36	Cultural Resources Investigations
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,493,262.09	\$46,775.00	Land Acquisition Services

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
CASS COUNTY TREASURER	\$1,479,317.64	\$1,479,317.64	\$0.00	Property Taxes
MASTER CONSTRUCTION CO INC	\$1,473,146.70	\$1,473,146.70	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$681,080.00	\$651,760.00	Water Level Discharge Collection & Stage Gage Installation
XCEL ENERGY-FARGO	\$1,314,125.99	\$1,314,125.99	\$0.00	Utility Relocation
MINNKOTA POWER COOPERATIVE	\$1,259,046.85	\$718,371.90	\$540,674.95	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	\$1,083,958.57	\$1,083,958.57	\$0.00	Utility Relocation
LARKIN HOFFMAN ATTORNEYS	\$1,029,660.41	\$1,029,660.41	\$0.00	Legal Services
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
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
BANK OF NORTH DAKOTA	\$831,519.80	\$831,519.80	\$0.00	Legal review fees
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
COMPASS LAND CONSULTANTS, INC	\$804,820.00	\$643,189.43	\$161,630.57	Property Appraisal Services
UNITED STATES ENVIRONMENTAL PROTECTI	\$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 COUNSELOR	\$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	\$420,815.28	\$215,903.72	Communications Support
CLAY COUNTY AUDITOR	\$625,224.50	\$625,224.50	\$0.00	Property Taxes - MN
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$579,003.36	\$27,141.64	Ag Risk Study Services

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
LTP ENTERPRISES INC.	\$595,512.00	\$348,142.00	\$247,370.00	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	\$409,504.15	\$131,770.87	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)
RED RIVER VALLEY COOPERATIVE ASSOC	\$485,205.72	\$468,361.85	\$16,843.87	Electricity - Home Buyouts
JT LAWN SERVICE LLC	\$479,693.50	\$336,716.00	\$142,977.50	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
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
ANKURA CONSULTING GROUP LLC	\$420,624.34	\$420,624.34	\$0.00	Scheduling Services
WATTS AND ASSOCIATES, INC.	\$410,000.00	\$401,186.98	\$8,813.02	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



Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$4,239.38	\$250,760.62	Financial Dispute Resolution Board
PLEASANT TOWNSHIP	\$249,674.79	\$249,674.79	\$0.00	Building Permit Application
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
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. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
KLJ ENGINEERING, LLC	\$214,861.40	\$214,861.40	\$0.00	Lift Station Improvements
GA GROUP, PC	\$204,229.32	\$192,229.32	\$12,000.00	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
SERKLAND LAW FIRM	\$189,803.71	\$189,803.71	\$0.00	Legal services
FUSION AUTOMATION INC.	\$186,547.93	\$186,547.93	\$0.00	Electrical
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
PFM PUBLIC FINANCIAL MANAGEMENT	\$146,460.00	\$146,460.00	\$0.00	Financial Advisor



Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
S&P GLOBAL RATINGS	\$145,625.00	\$145,625.00	\$0.00	Ratings Evaluation Service
DAILY NEWS	\$143,075.16	\$143,075.16	\$0.00	Advertising Services
CHAPMAN AND CUTLER	\$140,000.00	\$140,000.00	\$0.00	Legal Services
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	\$90,385.37	\$35,169.35	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

151 Vendors

Report Totals:

**\$1,196,946,624.91**

**\$1,130,528,438.71**

**\$66,418,186.20**

**METRO FLOOD DIVERSION AUTHORITY**

Data Through Date: 27 September 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
<b>BIOGEO</b>	<b>431</b>	<b>262</b>	<b>132</b>	<b>91%</b>	<b>37</b>	<b>\$1,515,551</b>
BIOGEO	300	262	1	88%	37	\$742,116
HC	131	0	131	100%	0	\$773,435
<b>CHANNEL</b>	<b>719</b>	<b>483</b>	<b>235</b>	<b>100%</b>	<b>1</b>	<b>\$99,121,404</b>
ENV	1	0	0	0%	1	\$0
HC	269	34	235	100%	0	\$3,561,966
LAP01	115	115	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
<b>DOWNSTREAM</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>100%</b>	<b>0</b>	<b>\$0</b>
HC	7	0	7	100%	0	\$0
<b>Habitat Improvem</b>	<b>23</b>	<b>6</b>	<b>0</b>	<b>26%</b>	<b>17</b>	<b>\$2,000</b>
ENV	5	5	0	100%	0	\$0
Habitat_Shey	11	1	0	9%	10	\$2,000
HC	7	0	0	0%	7	\$0
<b>MOBILITY</b>	<b>123</b>	<b>0</b>	<b>1</b>	<b>1%</b>	<b>122</b>	<b>\$0</b>
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
<b>SEAILAND</b>	<b>529</b>	<b>471</b>	<b>53</b>	<b>99%</b>	<b>5</b>	<b>\$101,727,941</b>
DRAIN 27	41	41	0	100%	0	\$22,734,106
HC	60	7	53	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	84	84	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

**METRO FLOOD DIVERSION AUTHORITY**

Data Through Date: 27 September 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
<b>Sheyenne Mitigatio</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>33%</b>	<b>2</b>	<b>\$1,750</b>
SheyMit	3	1	0	33%	2	\$1,750
<b>WP36</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>100%</b>	<b>0</b>	<b>\$2,750</b>
WRDAM	2	2	0	100%	0	\$2,750
<b>WP38</b>	<b>1,045</b>	<b>375</b>	<b>376</b>	<b>72%</b>	<b>294</b>	<b>\$109,870,173</b>
HC	379	3	376	100%	0	\$1,283,123
LEGACY	4	4	0	100%	0	\$193,142
UMA	576	367	0	64%	209	\$108,376,754
UMA-C	59	0	0	0%	59	\$0
UMA-W	14	1	0	7%	13	\$17,153
UMA-W2	13	0	0	0%	13	\$0
<b>WP40</b>	<b>18</b>	<b>8</b>	<b>10</b>	<b>100%</b>	<b>0</b>	<b>\$48,923</b>
DRAYTON	7	7	0	100%	0	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
<b>WP42</b>	<b>66</b>	<b>49</b>	<b>4</b>	<b>80%</b>	<b>13</b>	<b>\$37,850,061</b>
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
<b>WP43</b>	<b>267</b>	<b>121</b>	<b>146</b>	<b>100%</b>	<b>0</b>	<b>\$80,370,769</b>
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
<b>Totals</b>	<b>3,233</b>	<b>1,778</b>	<b>964</b>	<b>85%</b>	<b>491</b>	<b>\$430,511,322</b>

**FM Metropolitan Area Flood Risk Management Project  
Lands Expense - Life To Date  
As of September 30, 2024**

<b>Property Address</b>	<b>Purchase Date</b>	<b>Purchase Price</b>	<b>Earnest Deposit</b>	<b>Relocation Assistance</b>	<b>Sale Proceeds</b>	<b>Total</b>
<b>Commercial Relocations - Fargo</b>		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
<b>Home Buyouts - Fargo</b>		3,044,054.89	-	521,417.80	-	3,565,472.69
<b>Home Buyouts - Moorhead</b>		495,809.91	-	84,060.80	(8,440.00)	571,430.71
<b>Home Buyouts - Oxbow</b>		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
<b>Home Buyouts - Hickson</b>		1,031,674.37	-	120,422.18	-	1,152,096.55
<b>Home Buyouts - Horace</b>		7,604,598.67	-	595,320.88	-	8,199,919.55
<b>Home Buyouts - Argusville</b>		215,030.91	-	6,912.57	-	221,943.48
<b>Easements - Fargo</b>		504,716.00	-	-	-	504,716.00
<b>Easements - Hickson</b>		500.00	-	-	-	500.00
<b>Easements - Oxbow</b>		55,500.00	-	-	-	55,500.00
<b>Easements - Diversion Inlet Control Structure</b>		4,234,581.90	-	-	-	4,234,581.90
<b>Easements - Piezometer</b>		259,765.00	-	-	-	259,765.00
<b>Easements - Minesota</b>		1,542,370.79	-	-	-	1,542,370.79
<b>Farmland Purchases</b>		318,057,896.91	-	5,109,571.44	(19,477,605.61)	175,835,018.02

**FM Metropolitan Area Flood Risk Management Project  
Lands Expense - Life To Date  
As of September 30, 2024**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Land Purchases</b>		182,733,670.72	-	2,563,701.41	(9,489,354.11)	175,835,018.02
5515 174th St SE, Christine, ND Section 12-136N-49W, Richland County, ND	2/29/2024	962,175.56				
Part of SW 1/4 29-137-48 Clay County MN	2/8/2024	221,165.40				
Part of the SW 1/4 SE 1/4 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				
NE 1/4 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				
Lots 3 and 4, Block 1, Klitzke Brothers, Section 7, Township 137 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota	8/29/2024	783,275.00			(4,856.62)	
A tract of land located in the Northeast Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian situated in the County of Cass and the State of North Dakota	8/29/2024	869,241.87				
		<u>382,824,671.02</u>	-	39,880,699.23	(19,855,313.48)	402,850,056.77
				<b>Property Management Expense</b>		7,212,405.72
				<b>Grand Total</b>	<b>\$</b>	<b><u>410,062,462.49</u></b>

**FM Metropolitan Area Flood Risk Management Project  
In-Town Levee Work  
as of September 30, 2024**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
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
			<b>\$ 186,742,387.72</b>	<b>\$ 185,524,948.21</b>

**Legacy Bond Fund Balance Report  
As of 09/30/2024**

**Total Authorized \$ 435,500,000.00**

**Current Allocation \$ 435,500,000.00**

**Available funds remaining \$ 120,165,058.44**

<b>Funds Requested</b>					
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total</b>
<b>January</b>	\$ -	\$ 2,942,906.60	\$ 9,981,188.76	\$ 6,088,699.53	\$ 19,012,794.89
<b>February</b>	\$ -	\$ 4,564,036.17	\$ 8,921,227.42	\$ 9,838,208.63	\$ 23,323,472.22
<b>March</b>	\$ -	\$ 5,302,899.35	\$ 17,730,945.56	\$ 14,687,498.12	\$ 37,721,343.03
<b>April</b>	\$ -	\$ 1,472,504.37	\$ 11,046,323.21	\$ 5,988,392.71	\$ 18,507,220.29
<b>May</b>	\$ -	\$ 1,450,140.38	\$ 4,548,883.57	\$ 12,454,283.82	\$ 18,453,307.77
<b>June</b>	\$ -	\$ 4,423,864.76	\$ 14,466,204.50	\$ 5,422,661.00	\$ 24,312,730.26
<b>July</b>	\$ -	\$ 2,663,992.40	\$ 3,974,515.98	\$ 21,445,843.31	\$ 28,084,351.69
<b>August</b>	\$ 5,059,974.19	\$ 13,491,974.29	\$ 13,633,750.92	\$ 8,503,630.42	\$ 40,689,329.82
<b>September</b>	\$ 2,970,327.95	\$ 8,406,666.33	\$ 965,586.18	\$ -	\$ 12,342,580.46
<b>October</b>	\$ 6,089,707.34	\$ 4,618,116.80	\$ 23,248,333.49	\$ -	\$ 33,956,157.63
<b>November</b>	\$ 6,415,461.09	\$ 11,768,061.46	\$ 8,921,783.21	\$ -	\$ 27,105,305.76
<b>December</b>	\$ 6,854,966.95	\$ 17,496,559.97	\$ 11,695,525.26	\$ -	\$ 36,047,052.18
<b>Total</b>	\$ 27,390,437.51	\$ 78,601,722.88	\$ 129,134,268.06	\$ 84,429,217.54	\$ 319,555,645.99

<b>Funds Received</b>					
<b>May 2022</b>	\$ 27,390,437.51				\$ 27,390,437.51
<b>Jul 2022</b>		\$ 12,809,842.12			\$ 12,809,842.12
<b>Sep 2022</b>		\$ 7,346,509.51			\$ 7,346,509.51
<b>Dec 2022</b>		\$ 29,180,749.82			\$ 29,180,749.82
<b>Jan 2023</b>			\$ 29,264,621.43		\$ 29,264,621.43
<b>Apr 2023</b>			\$ 18,902,416.18		\$ 18,902,416.18
<b>Aug 2023</b>			\$ 47,792,356.84		\$ 47,792,356.84
<b>Nov 2023</b>			\$ 18,573,853.08		\$ 18,573,853.08
<b>Feb 2024</b>				\$ 43,865,641.96	\$ 43,865,641.96
<b>May 2024</b>				\$ 30,614,406.28	\$ 30,614,406.28
<b>Jun 2024</b>				\$ 18,442,676.53	\$ 18,442,676.53
<b>Aug 2024</b>				\$ 20,891,430.30	\$ 20,891,430.30
<b>Sep 2024</b>				\$ 10,260,000.00	\$ 10,260,000.00
				\$ -	\$ -
<b>Total</b>	\$ 27,390,437.51	\$ 49,337,101.45	\$ 114,533,247.53	\$ 124,074,155.07	\$ 315,334,941.56

**State Revolving Fund (SRF) Status Report**  
**As of 09/30/2024**

<b>Total Authorized</b>	<b>\$</b>	<b>51,634,000.00</b>
<b>Funds Received to Date</b>	<b>\$</b>	<b>17,212,010.68</b>
<b>Available Balance Remaining</b>	<b>\$</b>	<b>34,421,989.32</b>

<b>Funds Requested</b>			
<b>Draw Request Number</b>	<b>Period Covered</b>	<b>Amount</b>	<b>Date Submitted</b>
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	19-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	17-Jan-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	03-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,121.65	25-Jul-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	24-Oct-23
6	11-July through 28-Sept. 2023	\$ 2,731,423.54	07-Feb-24
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	23-May-24
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	25-Jul-24
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	26-Aug-24
10	1-July 2024 through 31-July 2024	\$ 187,381.78	26-Sep-24
		<b>\$ 17,399,392.46</b>	

<b>Funds Received</b>			
<b>Draw Request Number</b>	<b>Period Covered</b>	<b>Amount</b>	<b>Date Received</b>
1	12-Aug through 17-Oct-2022	\$ 1,272,651.90	23-Dec-22
2	09-Dec through 16-Dec-2022	\$ 2,125,033.67	10-Feb-23
3	03-Feb through 10-Feb-2023	\$ 2,539,298.51	21-Apr-23
4	11-Feb through 30-Apr. 2023	\$ 1,600,121.65	21-Aug-23
5	11-July through 28-Sept. 2023	\$ 2,052,271.94	08-Nov-23
6	11-July through 28-Sept. 2023	\$ 2,731,423.54	22-Feb-24
7	1-Nov 2023 through 31-Jan. 2024	\$ 1,112,125.48	06-Jun-24
8	1-Jan 2024 through 31-May 2024	\$ 2,561,881.66	26-Aug-24
9	1-June 2024 through 30-June 2024	\$ 1,217,202.33	25-Sep-24
<b>Total</b>		<b>\$ 17,212,010.68</b>	





# Diversion Authority Finance Committee Meeting

October 23, 2024

Cash Budget Report

# Annual Revenue Status

Revenue Sources	2024 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,000	\$3,230	\$32,047
Cass County Sales Tax	\$22,000	\$1,642	\$16,023
State of ND - Legacy Bond Fund Draws	\$118,891	\$10,260	\$80,208
State of ND - SRF	\$15,000	\$1,217	\$7,622
Financing Proceeds	\$7,500	\$2,004	\$8,858
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$0	\$443
Property Income	\$500	\$10	\$29
Miscellaneous	\$100	\$0	\$1
Horace Infrastructure Escrow Account	\$4,298	\$0	\$0
BRRWD Escrow Account	\$3,000	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$139	\$1,248
Total Revenue Sources	\$216,314	\$18,502	\$146,479

# Overall Status – Level 1 Summary

Data Through Date: 27 September 2024

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2024 Budget	FY 2024 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$75.4	\$21.0	\$14,528,000	\$9,872,650	\$4,655,350
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$1.2	\$865.8	\$34,854,159	\$1,182,755	\$33,671,404
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.2	\$3.3	\$800,000	\$245,497	\$554,503
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$169.9	\$43.4	\$28,700,000	\$9,789,339	\$18,910,661
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$489.6	\$82.1	\$64,000,000	\$52,706,179	\$11,293,821
ENGINEERING & DESIGN FEES	\$98.5	\$63.6	\$34.9	\$8,315,850	\$5,309,727	\$3,006,123
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$107.1	\$58.4	\$19,790,200	\$11,071,672	\$8,718,528
DA CONSTRUCTION CONTINGENCY	\$163.9	\$5.3	\$158.6	\$5,040,841	\$1,569,392	\$3,471,449
3RD PARTY MOU MITIGATION	\$153.4	\$74.5	\$78.9	\$32,920,677	\$7,027,209	\$25,893,468
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$55.5	\$20.2	\$6,300,000	\$5,461,886	\$838,114
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.4	\$14.5	\$200,000	\$84,149	\$115,851
DEBT TRANSFERS TOTAL	\$330.3	\$2.7	\$177.3	\$864,000	\$652,163	\$211,837
<b>Report Totals</b>	<b>\$2,892.0</b>	<b>\$1,134.6</b>	<b>\$1,607.1</b>	<b>\$216,313,727</b>	<b>\$104,972,618</b>	<b>\$111,341,109</b>



# Overall Status – Level 2 Detail

Data Through Date: 27 September 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
<b>Program Execution</b>						
Channel / P3	\$96.40	\$75.41	\$20.99	\$14,528,000	\$9,872,650	\$4,655,350
Management, Legal, Financial, Procurement P3	\$96.40	\$75.41	\$20.99	\$14,528,000	\$9,872,650	\$4,655,350
Milestone Payments to the Developer	\$867.05	\$1.25	\$865.80	\$34,854,159	\$1,182,755	\$33,671,404
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$33,671,404	\$0	\$33,671,404
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$1,182,755	\$1,182,755	\$0
Other Mitigation / Construction	\$39.51	\$36.22	\$3.28	\$800,000	\$245,497	\$554,503
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.50	\$2.54	\$800,000	\$0	\$800,000
WP-50 Phase II Demo	\$3.30	\$3.18	\$0.12	\$0	\$245,497	(\$245,497)
ND / MN River Stage 37' Projects	\$213.30	\$169.92	\$43.38	\$28,700,000	\$9,789,339	\$18,910,661
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$79.44	\$27.86	\$28,700,000	\$9,789,339	\$18,910,661
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$489.56	\$82.14	\$64,000,000	\$52,706,179	\$11,293,821
Management, Legal, Financial, Procurement Lands	\$87.20	\$48.93	\$38.27	\$7,250,000	\$4,170,232	\$3,079,768
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.23	\$1.39	\$100,000	\$111,387	(\$11,387)
Southern Embankment & Assoc. Infrastructure	\$73.03	\$66.83	\$6.20	\$14,050,000	\$15,939,817	(\$1,889,817)
Mitigation & Assoc. Infrastructure	\$110.01	\$108.42	\$1.59	\$100,000	\$1,107,581	(\$1,007,581)
WP-38 Upstream Staging	\$161.84	\$128.12	\$33.72	\$42,500,000	\$31,377,162	\$11,122,838
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

# Overall Status – Level 2 Detail

Data Through Date: 27 September 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
<b>Non-Construction</b>						
Engineering & Design Fees	\$98.50	\$63.63	\$34.87	\$8,315,850	\$5,309,727	\$3,006,123
Management, Legal, Financial, Procurement	\$37.47	\$24.72	\$12.75	\$7,550,000	\$4,649,271	\$2,900,729
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.80	\$2.33	\$280,000	\$147,727	\$132,273
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$35,850	\$20,000	\$15,850
Certification	\$2.05	\$0.00	\$2.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.61	\$12.75	\$450,000	\$492,728	(\$42,728)
<b>Prog. Management/Legal/Financial/Procurement</b>	<b>\$165.43</b>	<b>\$107.05</b>	<b>\$58.38</b>	<b>\$19,790,200</b>	<b>\$11,071,672</b>	<b>\$8,718,528</b>
Program Management Costs	\$103.23	\$73.69	\$29.54	\$9,603,000	\$7,108,589	\$2,494,411
Diversion Authority Operations	\$11.47	\$5.22	\$6.24	\$1,679,200	\$1,145,886	\$533,314
Program Financial Services	\$6.52	\$3.39	\$3.13	\$165,000	\$169,500	(\$4,500)
DA Legal Services	\$20.35	\$8.10	\$12.25	\$3,500,000	\$1,177,066	\$2,322,934
CCJWRD Legal Services	\$16.86	\$11.20	\$5.66	\$3,900,000	\$986,282	\$2,913,718
Outreach Costs	\$7.00	\$5.45	\$1.55	\$943,000	\$484,348	\$458,652
<b>DA Construction Contingency</b>	<b>\$163.90</b>	<b>\$5.26</b>	<b>\$158.64</b>	<b>\$5,040,841</b>	<b>\$1,569,392</b>	<b>\$3,471,449</b>
System Wide and P3 Comp Events Contingency	\$95.90	\$3.84	\$92.06	\$145,841	\$145,841	\$1
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$1.42	\$5.38	\$4,895,000	\$1,423,552	\$3,471,448
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

# Overall Status – Level 2 Detail

Data Through Date: 27 September 2024

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2024	Cost to Date	Balance Remaining
<b>Stakeholder Coordination</b>						
3rd Party MOU Mitigation	\$153.41	\$74.50	\$78.92	\$32,920,677	\$7,027,209	\$25,893,468
Channel - Utility Relocations & Other Mitigation	\$35.10	\$19.56	\$15.54	\$0	\$852,412	(\$852,412)
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$0	\$0	\$0
WP-46 SEAI / UMA Utility Relos	\$27.94	\$12.30	\$15.65	\$10,112,722	\$1,875,554	\$8,237,168
WP-47 Contracted Utility Relocations	\$0.00	\$2.79	(\$2.79)	\$4,140,525	\$2,766,415	\$1,374,110
WP-52 Township & City MOU Agreements	\$54.37	\$4.48	\$49.89	\$18,667,430	\$1,532,828	\$17,134,602
<b>Financing</b>						
Net Current Interest / Financing Fees Paid	\$75.70	\$55.51	\$20.19	\$6,300,000	\$5,461,886	\$838,114
Net Current Interest / Financing Fees Paid	\$75.70	\$55.51	\$20.19	\$6,300,000	\$5,461,886	\$838,114
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$200,000	\$84,149	\$115,851
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$200,000	\$84,149	\$115,851
Debt Transfers Total	\$330.30	\$2.69	\$177.31	\$864,000	\$652,163	\$211,837
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$2.69	\$177.31	\$864,000	\$652,163	\$211,837
<b>Report Totals</b>	<b>\$2,892.00</b>	<b>\$1,134.56</b>	<b>\$1,607.14</b>	<b>\$216,313,727</b>	<b>\$104,972,618</b>	<b>\$111,341,109</b>

# Diversion Authority Operations – Budget Summary

Expense Category	FY2024 Budget	Cost to Date	Remaining Budget
<b>Salary</b>	\$1,164,188	\$802,912	\$361,276
<b>Benefits</b>	\$326,612	\$227,355	\$99,257
<b>Office</b>	\$72,200	\$50,566	\$21,634
<b>Other</b>	\$87,000	\$47,582	\$39,418
<b>Totals *</b>	<b>\$1,650,000</b>	<b>\$1,128,416</b>	<b>\$521,584</b>

\* Includes pending costs





# Diversion Authority Finance Committee Meeting

October 23, 2024

MOU and Agreement Actions for Consideration  
John Shockley



# MFDA MOUs & Agreements (Action)



MOU Parties	Project	MOU or Agreement Cost and Summary
Holy Cross Township & MFDA MOU	Reach SE-4 and SE-5, Wolverton Creek Crossing, Field Access Mobility Improvements, and the Clara Cemetery Project	The Holy Cross Township MOU addresses both the Township and MFDA's rights and obligations related to the design, construction, operation and maintenance of Reaches SE-4 and SE-5, the Clara Cemetery Project, Field Access Improvements and the Field Access Road or Mobility Improvement. USACE is the responsible party for design and construction of Reaches SE-4 and SE-5 and the Wolverton Creek Crossing. The Authority is the responsible party for design and construction of the Clara Cemetery Project, Field Access Improvements and the Field Access Road. The Authority is responsible for reimbursing the Township for up to \$71,000 in attorney's fees; a one-time lost tax revenue payment of \$23,000; and a one-time road maintenance payment of \$165,000 for approximately three miles of new township roadway (known in the MOU as the Field Access Road).

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**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**  
**METRO FLOOD DIVERSION AUTHORITY**  
**AND**  
**HOLY CROSS TOWNSHIP**

**Dated as of \_\_\_\_\_, 2024**

**Relating to:**

**A Memorandum of Understanding outlining the respective roles and responsibilities of the Parties in regard to the impacts resulting from the SEAI and UMA of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.**

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

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## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (the “MOU”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and HOLY CROSS TOWNSHIP, a public corporation of the State of Minnesota. In consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority and the Township agree as follows:

### ARTICLE I. DEFINITIONS AND INTERPRETATION

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

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

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

“**Authority Representative**” means the individual set forth in Section 15.05.

“**Buffalo-Red River Watershed District**” or “**BRRWD**” 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 federal public holiday.

“**Cemetery Board**” means the Clara Cemetery Board, the entity responsible for the Clara Cemetery.

“**Clara Cemetery Improvements**” means a levee constructed on the north and south sides of 150th Avenue South to provide flood protection for the Clara Cemetery.

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

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

**“County”** means Clay County, Minnesota, a political subdivision of the State of Minnesota.

**“County Engineer”** means the Clay County Engineer.

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

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

**“Element”** means Reaches SE-4 and SE-5, the SEAI Crossings, the Wolverton Creek Crossing, and the Mobility Improvement as the context requires, and whenever a reference in this MOU is made to Elements, **“Elements”** means Reaches SE-4 and SE-5, the SEAI Crossings, the Wolverton Creek Crossing, and the Mobility Improvement. In the event the responsibility for designing and constructing the Field Access Improvements and Field Access Road is taken on by USACE, the definition of Element will include both the Field Access Improvements and Field Access Road, and the terms and conditions set forth herein applicable to Elements will apply to the Field Access Improvements and Field Access Road in lieu of the separate responsibilities currently described herein.

**“Emergency Circumstance”** means a situation discovered by the Township that the Township determines creates a risk of serious injury or damage that requires prompt attention to reduce the risk of serious injury or damage.

**“Environmental Law”** means any Federal, State, or local law, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable State or local law.

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

**“Field Access Improvements”** means accesses and approaches constructed to allow for access to adjoining fields from the roadway.

**“Field Access Road”** means a roadway constructed along the west side of Reach SE-4 in the location shown on Exhibit A.

**“Final Completion”** means the time at which the work performed under a construction contract has progressed to the point of being complete, as defined by such contract.

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

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

**“GAAP”** means accounting principles generally accepted in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board, or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

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

**“Hazardous Materials”** means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any Environmental Law.

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

**“Material Modification”** means a change or modification affecting the operation or performance of any portion of the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road.

**“MDNR”** means the Minnesota Department of Natural Resources.

**“Mobility Improvement”** means the rerouting and reconstruction of 130th Avenue South to connect to Clay County Highway 59 on the north side of the SEAI, as shown on Exhibit A.



**“Officers”** means the members of the Township’s governing Board of Supervisors.

**“Party”** means the Authority or the Township, as the context may require, and its respective legal representatives, successors, and permitted assigns, and wherever a reference in this MOU is made to any Parties hereto, **“Parties”** means the Authority and the Township, collectively, and their respective legal representatives, successors, and permitted assigns.

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

**“Point of Contact”** means the individual appointed by the Authority pursuant to Section 3.02 to act as a liaison between the Township, the Authority, and USACE.

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

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

**“Preliminary Design”** means a preliminary design for the Clara Cemetery Improvements, the Field Access Improvements, or Field Access Road, as designed to an extent determined by the Authority.

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

**“Reach SE-4”** means that portion of the Southern Embankment and Associated Infrastructure that will be constructed between the Red River Control Structure and Clay County Highway 50.

**“Reach SE-5”** means that portion of the Southern Embankment and Associated Infrastructure that will be constructed parallel to Clay County Highway 50, running from approximately U.S. Highway 75 to the east of 40th Street South.

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

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

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

**“SEAI Crossings”** means crossings of the SEAI at 140th Avenue South and at 150th Avenue South in the approximate locations shown on Exhibit A.

**“Settlement Agreement”** means the Settlement Agreement by and between the Metro Flood Diversion 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, 2022.

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

**“State”** means the State of Minnesota.

**“Substantial Completion”** means the time at which (i) the work performed under the construction contract between USACE and its contractor for an Element has progressed to the point of being substantially completed or (ii) the work performed under the construction contract between the Authority and its contractor for the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road has progressed to the point of being substantially completed, as defined by such contracts.

**“Township”** means Holy Cross Township, a public corporation of the State of Minnesota.

**“Township Representative”** means the individual set forth in Section 15.05.

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

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

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

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

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

**“Wild Rice River Structure”** means the hydraulic gated structure on the Wild Rice River to be procured by USACE.

**“Wolverton Creek Crossing”** means a culvert crossing for Wolverton Creek that will be constructed as part of County Highway 50, in Reach SE-5, and designed to overflow similar to conditions existing as of the effective date of the Settlement Agreement during large flood events to limit upstream impacts in Wilkin County, Minnesota, and to ensure the City of Comstock, Minnesota, is not adversely affected during extreme flood events.

**Section 1.02** TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this MOU in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this MOU, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

## **ARTICLE II. SETTLEMENT AGREEMENT**

**Section 2.01** MEMORANDUM OF UNDERSTANDING. Section 28.01(d) of the Settlement Agreement contemplates the execution of a memorandum of understanding between the Authority and the Township, which is intended to provide mutually agreeable terms with respect to Township flood protection and implementation of the Comprehensive Project. The Parties agree this MOU fulfills the intentions of section 28.01(d) of the Settlement Agreement.

**Section 2.02** NOTIFICATION AND DELETION. As set forth in section 28.01(d) of the Settlement Agreement, the Authority will provide notification of the execution of this MOU to the parties to the Settlement Agreement and the Township will be deleted from the list provided in section 28.01(c) of the Settlement Agreement.

## **ARTICLE III. INTENT**

**Section 3.01** INTENT. The Parties desire to enter this MOU to address the Parties’ respective rights and obligations related to the design, construction, operation, and maintenance of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field

Access Road. A map of the anticipated Comprehensive Project impacts for the Township is attached as Exhibit A.

**Section 3.02 POINT OF CONTACT.** Prior to construction work commencing on an Element, the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road, the Authority will assign a point of contact (“Point of Contact”) to work with the Township Representative. The intended purpose of this Point of Contact is to allow the Township Representative to provide information to the Authority regarding Township-related activities that may be occurring on property near active construction that may have an impact on a construction contractor’s work, as well as allow the Township Representative to inform the Authority of conflicts or concerns the Township may have.

**Section 3.03 HOLD HARMLESS AGREEMENT.**

(a) The Authority agrees that in the event that the Township’s actions entering into this MOU or any action taken by the Township required by this MOU is appealed, is the subject of any lawsuit naming the Township or any of its Officers as a defendant, or is otherwise challenged in any judicial or administrative forum, the Authority will hold the Township and its Officers harmless by reimbursing the Township and its Officers for any and all costs, expenses, or disbursements (including reasonable attorney’s fees and expenses) incurred in the defense of such appeal or challenge. If the Authority seeks to intervene in any judicial or administrative matter in which a challenge or appeal of the Township’s and its Officers’ actions are being considered, the Township and its Officers agree to support such intervention, and the Parties agree that the Authority will be responsible for the costs of any such intervention.

(b) The Authority agrees that in the event that the Township or any of its Officers are the subject of any claim or lawsuit arising out of any action taken by USACE, the Authority, or any third party contractor concerning the construction, maintenance, or design of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road, the Authority will hold the Township and its Officers harmless by reimbursing the Township and its Officers for any and all costs, expenses, or disbursements (including reasonable attorney’s fees and expenses) incurred in the defense of any claim or lawsuit arising out of any action taken by USACE, the Authority, or any third party contractor concerning the construction or design of the Elements. If the Authority seeks to intervene in any judicial or administrative matter in which a claim or lawsuit is made against the Township’s or its Officers’ actions are alleged as causing injury or damage, the Township and its Officers agree to support such intervention, and the Parties agree that the Authority will be responsible for the costs of any such intervention.

**Section 3.04 LEGAL FEES.** The Authority will reimburse the Township in an amount not to exceed \$71,000 for attorney’s fees and costs on the Effective Date. The Township shall provide documentation of its actual attorney’s fees and costs prior to receiving any reimbursement. The Parties intend that this reimbursement includes all attorney’s fees incurred up to the Effective Date of this MOU and any attorney’s fees that the Parties anticipate may be incurred through the life of the MOU. If the Township incurs unanticipated attorney’s fees, the Township may seek reimbursement from the Authority pursuant to Section 12.03.

**ARTICLE IV.  
DESIGN**

**Section 4.01** USACE RESPONSIBILITY. USACE is responsible for designing the Elements and will submit preliminary and final designs to the Authority for review and comment. The Authority will share these designs, as soon as they are made available to the Authority, with the engineer for the Township for review and comment. The engineer for the Township will remit comments to the Authority within twenty-eight (28) calendar days of receipt. The Authority will submit any Township concerns to USACE for consideration and will inform the Township of USACE's response to the Township's concerns. No construction of the Wolverton Creek Crossing will commence until written approval of the final design is obtained from BRRWD.

**Section 4.02** AUTHORITY RESPONSIBILITY. The Authority is responsible for designing the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road and will submit a Preliminary Design and a Final Design of each improvement to the engineer for the Township and the Cemetery Board for review and comment. The engineer for the Township will remit comments to the Authority within twenty-eight (28) calendar days of receipt.

**Section 4.03** TOWNSHIP ENGINEER. The Township will retain the services of an engineer to advise the Township and to communicate with the Authority concerning design and construction issues. The Authority will reimburse the Township for the services of the Township's engineer. The Authority will reimburse the monthly engineering expenses as extraordinary expenses under Section 12.03, and they will not be counted against the dollar amount limitation set forth in Section 12.01 or 12.02.

**Section 4.04** FINANCING. The Township will not be responsible for any costs or expenses associated with the design of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road.

**ARTICLE V.  
PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES**

**Section 5.01** SITE TESTING. The Authority will ensure all preliminary engineering activities for the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road, including: (a) technical studies and analyses; (b) geotechnical, seismic, flooding, and biological investigations; (c) right-of-way mapping, surveying, and appraisals; (d) utility subsurface investigations and mapping; and (e) archeological, paleontological, and cultural investigations are completed.

**Section 5.02** MITIGATION. The Authority is responsible for the investigation, remediation, and removal all Hazardous Materials necessary to complete construction of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road.

**Section 5.03** ENVIRONMENTAL REVIEW. The Authority will coordinate with USACE to ensure that all applicable Environmental Laws are followed and that the Comprehensive Project receives all necessary environmental clearances.

**Section 5.04** UTILITY RELOCATION. The Authority is responsible for coordinating and/or performing Utility Relocations for the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road and will be responsible for costs incurred for these relocations.

**Section 5.05** PERMITS AND APPROVALS. The Authority is responsible for securing any necessary permits and/or approvals for construction of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road and is responsible for carrying out any requirements of those permits and/or approvals, including Environmental requirements. The Township agrees and acknowledges that the Authority has secured a Dam Safety & Public Waters Work Permit from the Minnesota Department of Natural Resources for the Comprehensive Project (Permit Number 2018-0819), which preempts Ordinance No. 0003 of the Township prohibiting large surface water impoundment projects, and that the Authority is not required to acquire any further permits or approvals from the Township unless specifically set forth herein.

## **ARTICLE VI. PROPERTY INTERESTS**

**Section 6.01** ACQUISITION. The Authority is responsible for obtaining any and all necessary property interests for the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road in accordance with the Uniform Act.

**Section 6.02** PLATTING. The Authority intends to plat the footprint of the SEAI, and the Township will cooperate with any and all efforts to plat, including signing a plat if necessary.

**Section 6.03** WEED CONTROL. On property in which the Authority or one of its member entities has obtained an interest for the development of the Comprehensive Project, the Authority will designate personnel to monitor and maintain control of weeds in accordance with all applicable noxious weed control ordinances. The Authority will be responsible for weed control as required by the Minnesota Noxious Weed law, Minn. Stat. §§ 18.76 to 18.91. Township Officers will act as weed inspectors as authorized by Minn. Stat. § 18.80, subd. 2, and may appoint such other assistant weed inspectors as authorized by Minn. Stat. § 18.80, subd. 3, to enforce weed control on property in which the Authority or one of its member entities has acquired an interest for the Comprehensive Project. If the Authority does not comply with an individual notice provided by Minn. Stat. § 18.83, pending the resolution of any statutory appeals, the Township will have the noxious weeds controlled or eradicated within the time and manner the weed inspector designates. The Township will claim the expense for controlling or eradicating with the County in accordance with the process set forth in Minn. Stat. § 18.83, subd. 7.

## **ARTICLE VII. CONSTRUCTION**

**Section 7.01** INTENT. For the Elements, the Parties intend that the Authority will be the lead agency for coordination with USACE for construction subject to the requirements of Section

4.01. The Parties also agree that the Authority will be responsible for construction of the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road.

**Section 7.02 USACE RESPONSIBILITY.** USACE will be responsible for constructing the Elements and any other physical alterations necessary for construction, operation, and maintenance of the Elements.

**Section 7.03 AUTHORITY RESPONSIBILITY.** The Authority will be responsible for constructing the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road. Construction will occur based upon the Final Design, except as otherwise provided in the following section.

**Section 7.04 DESIGN MODIFICATIONS.**

(a) If USACE submits a design modification for an Element, the Authority will share these design modifications with the engineer for the Township for review and comment. The engineer for the Township will remit comments to the Authority within twenty-eight (28) calendar days of receipt. The Authority will submit any Township concerns or comments to USACE for consideration. The Authority will inform the Township of USACE's response to the Township's concerns and comments.

(b) The Authority will submit any proposed Material Modification to a Final Design to the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road to the engineer for the Township for review and comment. The engineer for the Township will remit comments to the Authority within twenty-eight (28) calendar days of receipt.

**Section 7.05 CONSTRUCTION SCHEDULE.** The Point of Contact will provide the Township Representative a proposed schedule for construction of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road, as well as a map of designated haul routes. The Point of Contact will provide schedule updates to the Township Representative as they become available. The Authority will try to sequence road closures as much as possible in order to maintain public access to areas impacted by the Comprehensive Project.

**Section 7.06 MAINTENANCE DURING CONSTRUCTION.** The construction contractors constructing the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road will be responsible for securing permits along haul routes. In the event that maintenance or repair of haul routes is necessary and not being performed as required by any permit issued to a construction contractor, the Township will notify the Point of Contact. If the construction contractor causes damage to haul routes or any other Township road, the Township will notify the Point of Contact. If the required maintenance or damage repair is not performed within five (5) Business Days of the notice being given, then the Township will contract to have the required maintenance or damage repair completed. The Authority will reimburse the Township for the actual cost incurred for the maintenance or damage repair following the Township's submittal of an invoice to the Authority in accordance with Article XII. The choice of contractor to perform the required maintenance or damage repair, if completed by the Township, will be determined by the sole discretion of the Township.

**Section 7.07** PROJECT UPDATES AND COMPLETION. The Point of Contact will interact with the Township Representative on a regular basis to provide construction updates. The Authority will coordinate with USACE on when any milestones are reached on the Elements, including Substantial Completion and Final Completion. Upon signoff by the Township on Final Completion of an SEAI Crossing or the Mobility Improvement, USACE will turn over control of the SEAI Crossing or the Mobility Improvement to the Authority, who will in turn, immediately turn over control of the SEAI Crossing or the Mobility Improvement to the Township. The Authority will notify the Township Representative of Final Completion of the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road and will thereafter turn over control of the Clara Cemetery Improvements and the Field Access Road to the Township. The Authority will turn over control of the Field Access Improvements to the applicable landowner.

**Section 7.08** INSPECTION. The Township, County, BRRWD, and the Authority will have the ability to conduct inspections of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road during construction following protocols established by construction contractors to ensure the inspections comply with the provisions of this MOU and other applicable agreements. Inspections may be made upon reasonable notice, during business hours, and in compliance with any reasonable safety requirements established by construction contractors. The Township understands that its staff cannot direct the construction contractors.

**Section 7.09** FINANCING. The Township will not be responsible for any costs or expenses associated with the construction of the Elements, the Clara Cemetery Improvements, the Field Access Improvements, or the Field Access Road.

## **ARTICLE VIII. MAINTENANCE**

**Section 8.01** AUTHORITY RESPONSIBILITIES. The Authority will be responsible for maintenance, at its sole cost and expense, of the SEAI, including Reaches SE-4 and SE-5, and of the levee portion of the Clara Cemetery Improvements.

**Section 8.02** TOWNSHIP RESPONSIBILITIES. After completion of an Element, the Clara Cemetery Improvements, or the Field Access Road and control being turned over to the Township, the Township will be responsible, at its sole cost and expense, for maintaining the Mobility Improvement, the SEAI Crossings, the Field Access Road, and 150th Avenue South. If the change in elevation and slope of existing Township roads to create an SEAI Crossing results in additional maintenance cost, those additional costs shall be submitted and considered as allowed by Section 12.02.

## **ARTICLE IX. FUTURE CHANGES OR ADDITIONS**

**Section 9.01** MOBILITY IMPROVEMENT AND FIELD ACCESS ROAD. The Township retains the ability, at its sole cost and expense, to adjust or alter the Mobility Improvement or the



Field Access Road to the extent such may be accomplished without adversely affecting, changing, or altering the SEAI. If a proposed adjustment or alteration will adversely affect, change, or alter the SEAI, the Township must first seek written authorization from the Authority and any applicable permits from USACE.

**Section 9.02 SEAI CROSSINGS.**

(a) The Township retains the ability, at its sole cost and expense, to adjust or alter the SEAI Crossings to the extent such may be accomplished without adversely affecting, changing, or altering the SEAI, upon separate written approval by the Authority and USACE. USACE's written approval may be through the issuance of a Section 408 permit or successor USACE permitting regime. For purposes of this MOU, the Parties understand and agree that alteration of the SEAI will result if the Township has to perform work more than one (1) foot below the top of the subgrade of the SEAI Crossing.

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

**Section 9.03 FIELD ACCESS IMPROVEMENTS.** Field Access Improvements are the responsibility of the applicable landowner.

**Section 9.04 SEAI AND OTHER COMPREHENSIVE PROJECT COMPONENTS.**

(a) The Authority retains the ability, at its sole cost and expense, to adjust or alter the SEAI or other elements of the Comprehensive Project to the extent that such may be accomplished without adversely affecting, changing, or altering 150th Avenue South neighboring Clara Cemetery or an SEAI Crossing.

(b) If it becomes necessary or desirable to change, alter, widen, or reconstruct 150th Avenue South or an SEAI Crossing to accommodate the SEAI or other elements of the Comprehensive Project, the cost of the work, if approved by the Authority and USACE, including any incidental costs made necessary by such changes, will be the expense of the Authority.

**Section 9.05 150TH AVENUE SOUTH.**

(a) The Township retains the ability, at its sole cost and expense, to perform normal operations and maintenance activities on 150th Avenue South neighboring Clara Cemetery, such as grading and surface replacement provided such activities do not alter the design elevations of the levee portion of the Clara Cemetery Improvements by more or less than three (3) inches.

(b) The Township retains the ability, at its sole cost and expense, to perform any construction activities that involve excavation of the levee portion of the Clara Cemetery Improvements along 150th Avenue South or to adjust or alter the overall roadway section on 150th Avenue South upon separate written approval by the Authority and USACE. USACE's written

approval will be through the issuance of a Section 408 permit or successor USACE permitting regime.

(c) In the event there is a need to excavate the levee portion of the Clara Cemetery Improvements along 150th Avenue South, the Township may, after securing approval for the work pursuant to the preceding subsection, perform such work without a temporary levee if work is performed outside the normal flood season. Any replacement section of the levee portion of the Clara Cemetery Improvements along 150th Avenue South must be reconstructed in accordance with the specifications required for other embankment sections of the levee portion of the Clara Cemetery Improvements.

(d) If it becomes necessary or desirable to change, alter, widen, or reconstruct the levee portion of the Clara Cemetery Improvements to accommodate a Township-initiated project, the cost of such work, if approved by the Authority and USACE, including any cost incidental to alteration of a flood control facility, including the levee portion of the Clara Cemetery Improvements, made necessary by such changes, will be the expense of the Township.

## **ARTICLE X. COMPREHENSIVE PROJECT OPERATION AND CLEAN-UP**

**Section 10.01** ROADS. The Township holds real property interests in the UMA that authorize it to operate and maintain Township roads. The following Township roads may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation: 140th Avenue South, 150th Avenue South, and 170th Avenue South. The Township authorizes the Authority to flood its roads temporarily and periodically in accordance with terms and conditions of this MOU.

**Section 10.02** POINT OF CONTACT. The Point of Contact will facilitate the flow of information between the Township and the Authority both prior to and following Comprehensive Project Operation.

### **Section 10.03** NOTICE OF COMPREHENSIVE PROJECT OPERATION.

(a) The Point of Contact will be responsible for continually monitoring Flood Forecasts. When a Flood Forecast includes a prediction of a ten percent (10%) or greater chance of the Red River reaching at least thirty-seven (37) feet at the Red River Gage, the Point of Contact will contact the Township Representative and let that individual know of the potential of Comprehensive Project Operation.

(b) Once the Authority makes the decision that Comprehensive Project Operation will occur, the Point of Contact will inform the Township Representative as soon as possible. As part of this communication, the Point of Contact will communicate the Township roads that are anticipated to be affected by Comprehensive Project Operation. The Point of Contact and the Township Representative will then arrive at a plan on which Township roads to close when and where. Following the discussion with the Township Representative, the Point of Contact will advise the County Sheriff and the County Emergency Manager of the plan for Township road closures. The Point of Contact will continue to engage with the Township Representative, the

County Sheriff, and the County Emergency Manager on road closures throughout Comprehensive Project Operation to ensure there is clear communication on which Township roads may be impacted.

(c) The Point of Contact will post the anticipated Township road closures on the Authority website and will update the post as necessary.

**Section 10.04 CLOSING TOWNSHIP ROADS.** The Township will be responsible for placing barriers and appropriate signage on Township roads closed for Comprehensive Project Operation. An Authority representative may accompany the Township while placing the barriers and signage. The Township will notify the Point of Contact once a Township road has been closed, and the Point of Contact will update the Authority website to show the closure.

**Section 10.05 CESSATION OF COMPREHENSIVE PROJECT OPERATION.** Once the Authority has an estimated date of Comprehensive Project Operation cessation, the Point of Contact will notify the Township Representative, the County Sheriff, and the County Emergency Manager. The Point of Contact will again notify these individuals when cessation of Comprehensive Project Operation occurs.

**Section 10.06 ROAD REOPENING.** As floodwaters recede out of the UMA, the Point of Contact and the Township Representative will work together to identify when Township roads can reopen. Prior to reopening, the Point of Contact and the Township Representative will complete an inspection of each Township road to identify and document any damage that may have been caused by Comprehensive Project Operation. If an emergency repair or clean-up work is identified, the Point of Contact and the Township Representative will work together as quickly as possible to have the Township complete the work and to be reimbursed for such work. The Township will be responsible for removing all barriers and signage place to reopen roads when appropriate.

**Section 10.07 ROAD REPAIRS AND CLEAN-UP WORK.**

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

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

**ARTICLE XI.  
INSURANCE**

**Section 11.01** INSURANCE. In any contracts entered between USACE and a third party for construction of the Elements, the Authority will coordinate with USACE regarding insurance requirements, requesting to list the Township as an additional insured and to include a waiver of subrogation in favor of the Township in all insurance policies secured for the Elements. In any contracts entered for the Clara Cemetery Improvements, the Field Access Improvements, and the Field Access Road, the Authority will require that the Township be listed as an additional insured on the same policies as the Authority and that there is a waiver of subrogation in favor of the Township in all insurance policies secured for construction.

**ARTICLE XII.  
REIMBURSEMENT AND INVOICING**

**Section 12.01** CONSTRUCTION COSTS AND EXPENSES. Between the Effective Date and completion of the final Element, in addition to any reimbursable costs or expenses set forth herein which include all Article X expenses, the Township may seek reimbursement from the Authority for any costs or expenses incurred as a result of work provided under this MOU, in an amount up to \$3,000.00 annually. The first annual period shall be from the Effective Date until the date preceding the first anniversary of the Effective Date. Annual periods thereafter shall run from the anniversary of the Effective Date until the earlier of: (i) the date preceding the next anniversary of the Effective Date or (ii) the date of completion of the final Element.

**Section 12.02** POST-CONSTRUCTION COSTS AND EXPENSES. Following the completion of the final Element, in addition to any reimbursable costs or expenses set forth herein which include Article X expenses, the Township may seek reimbursement from the Authority for any costs or expenses incurred in relation to the Comprehensive Project, in an amount up to \$1,500.00 annually. The first annual period shall be from the date of completion of the final Element until the date preceding the first anniversary of such date. Annual periods thereafter shall run from the anniversary of such date to the date preceding the next anniversary of such date.

**Section 12.03** EXTRAORDINARY EXPENSES. In addition to the allowable reimbursements set forth in Sections 12.01 and 12.02 and Article X, the Township may seek reimbursement from the Authority for extraordinary expenses if prior to incurring the expense, the Township receives written authorization from the Authority. The Authority will not unreasonably withhold approval of these requests. If an Emergency Circumstance exists, making it unreasonable to secure written authorization prior to incurring the expense, the Township may incur the expense and notify the Authority that an expense has been incurred for the Emergency Circumstance within a reasonable time following the resolution of the Emergency Circumstance. The Authority will also not unreasonably withhold approval of these requests.

**Section 12.04** INVOICES.

(a) The Township 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

Township 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 Township, a description of the activity included in the invoice, and the address where payment should be remitted. The Township 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 Township.

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

(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 Township must credit any payment error from any payment that is due or that may become due to the Township under this MOU.

(e) The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum amount permitted by Minnesota 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.

**Section 12.05 LOST TAX REVENUE.** Due to the construction of the Elements and ownership thereof by the Authority and to the removal of structures within the upstream mitigation area, the Authority recognizes that the Township will experience a loss of revenue from ad valorem taxes. The Authority estimates that approximately 460 acres in the Township will be owned by the Authority for the Elements and approximately 17 structures will be removed from the upstream mitigation area. In order to assist the Township in recouping some of this loss of revenue, on or prior to the Effective Date, the Authority will remit funds to the Township in the amount of \$23,000.

**Section 12.06 ROAD MAINTENANCE.** In order to assist the Township in road maintenance costs, on or prior to the Effective Date, the Authority will remit funds to the Township in the amount of \$165,000.

### **ARTICLE XIII. TERM AND TERMINATION**

**Section 13.01 TERM.** This MOU will continue in full force and effect for as long as the Comprehensive Project is being constructed or operated.

**Section 13.02** TERMINATION. The Parties may mutually agree, in writing, to terminate this MOU.

#### **ARTICLE XIV. DISPUTE RESOLUTION**

**Section 14.01** INTENT AND PROCEDURE. The Parties will cooperate and use their best efforts to ensure that the various provisions of this MOU are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this MOU. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

**Section 14.02** MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator and will each pay fifty percent (50%) of any costs for mediation services.

**Section 14.03** LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

**Section 14.04** LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the State District Court of Clay County, Minnesota, which will have exclusive jurisdiction and venue.

#### **ARTICLE XV. MISCELLANEOUS**

**Section 15.01** COMPLETE AGREEMENT. This MOU contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

**Section 15.02** COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Section 15.03** AMENDMENTS. This MOU may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this MOU.

**Section 15.04** FORCE MAJEURE. No Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of public enemy or terrorist, act of sabotage, strike or labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation or an order or a rule or regulation of a

governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**Section 15.05 AUTHORIZED REPRESENTATIVES.** Each of the Authority and the Township hereby designates the following individual as its initial authorized representative, respectively, to administer this MOU on its respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) Township Representative: Tim Leiseth, Township Chairman

**Section 15.06 NOTICE.**

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

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

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

(c) All notices to the Township will be marked as regarding the Comprehensive Project and will be delivered to the following address or as otherwise directed by the Township Representative:

12630 40th Street South  
Moorhead, Minnesota 56560

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

**Section 15.07 GOVERNING LAW.** This MOU will be interpreted and constructed in accordance with and be governed by the laws of the State of Minnesota. This section, however, is to be interpreted to only apply to this MOU itself, and the Parties do not intend that North Dakota law should apply to interpretations of Federal or Minnesota statutes, regulations, or permit conditions. Issues that are not governed by this section include, but are not limited to, the construction and application of state and local permitting standards in Minnesota, constitutional and statutory requirements in Minnesota with regard to eminent domain, and Federal FEMA and USACE requirements and regulations.

**Section 15.08** CONFLICT WITH MEMORANDUM OF UNDERSTANDING REGARDING OTHER COMPREHENSIVE PROJECT WORK. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Authority and the Township for work regarding other aspects of the Comprehensive Project.

**IN WITNESS WHEREOF**, the Authority and the Township caused this MOU to be executed.

*(Remainder of page intentionally left blank.)*



*Signature Page for the Metro Flood Diversion Authority*

The Metro Flood Diversion Authority approved this Memorandum of Understanding on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**METRO FLOOD DIVERSION  
AUTHORITY**

By: \_\_\_\_\_  
Michelle (Shelly) Carlson, Chair

By: \_\_\_\_\_  
Robert Wilson, Co-Deputy Executive  
Director

By: \_\_\_\_\_  
Michael Redlinger, Co-Deputy  
Executive Director

ATTEST:

\_\_\_\_\_  
Dawn Lindblom, Secretary

*Signature Page for Holy Cross Township*

The governing body of Holy Cross Township approved this Memorandum of Understanding on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**HOLY CROSS TOWNSHIP**

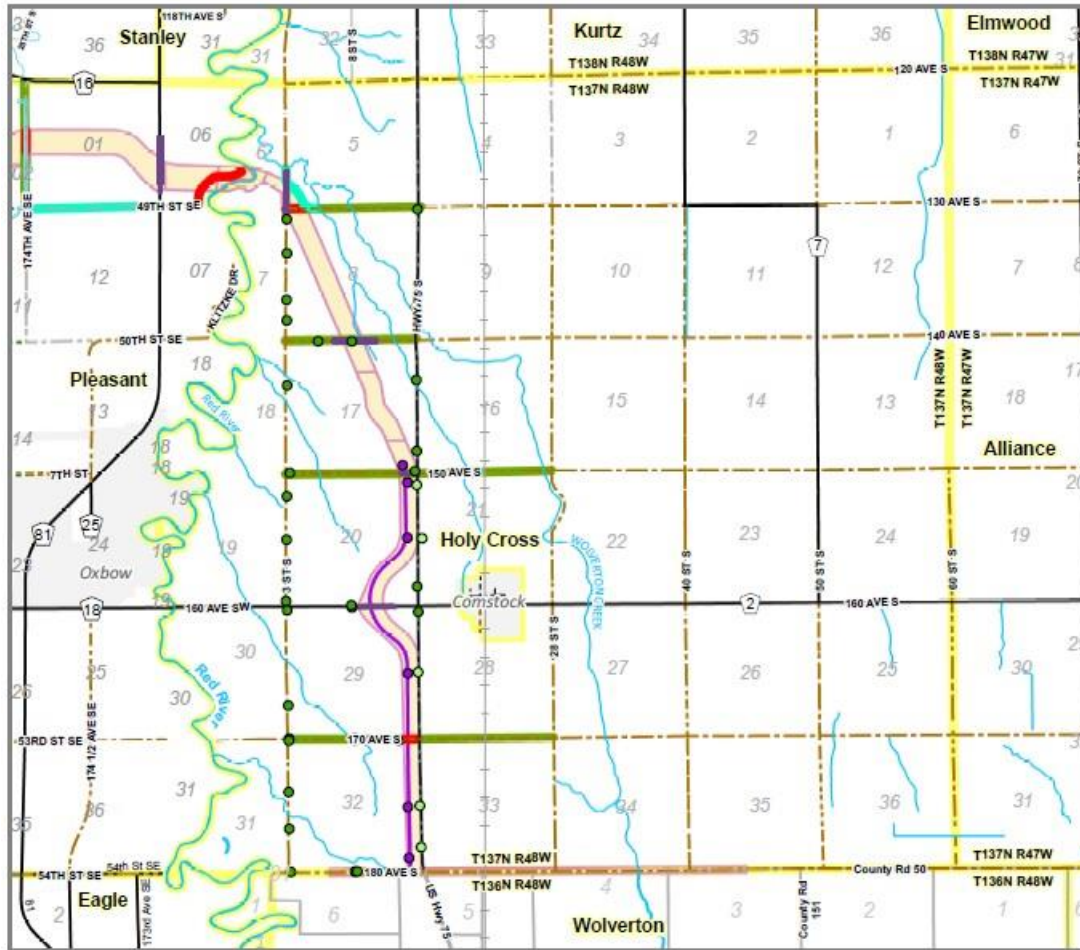
By: \_\_\_\_\_  
Tim Leiseth, Chairman

ATTEST:

\_\_\_\_\_  
Clerk

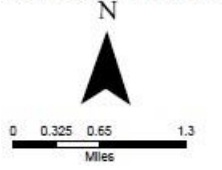
## EXHIBIT A

### PROJECT IMPACTS MAP



Legend			

Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Produced By: hrecords - AE2S, Inc. | C:\Data\Projects\GIS\Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Overall LA Maps\MOU byTownship 8 x11.mxd



### Holy Cross Township

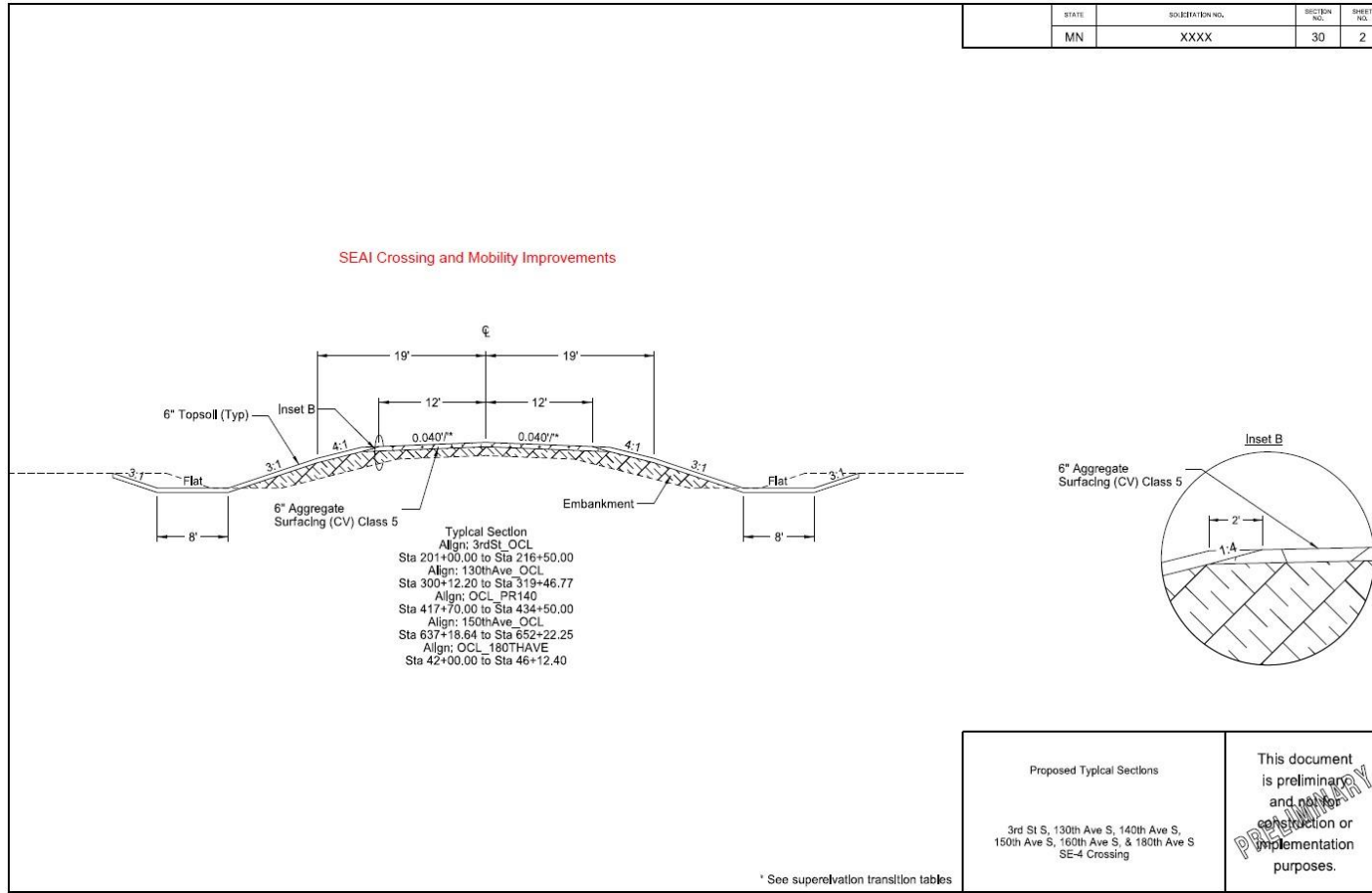
FM Area Diversion  
Map Date: 8/8/2023



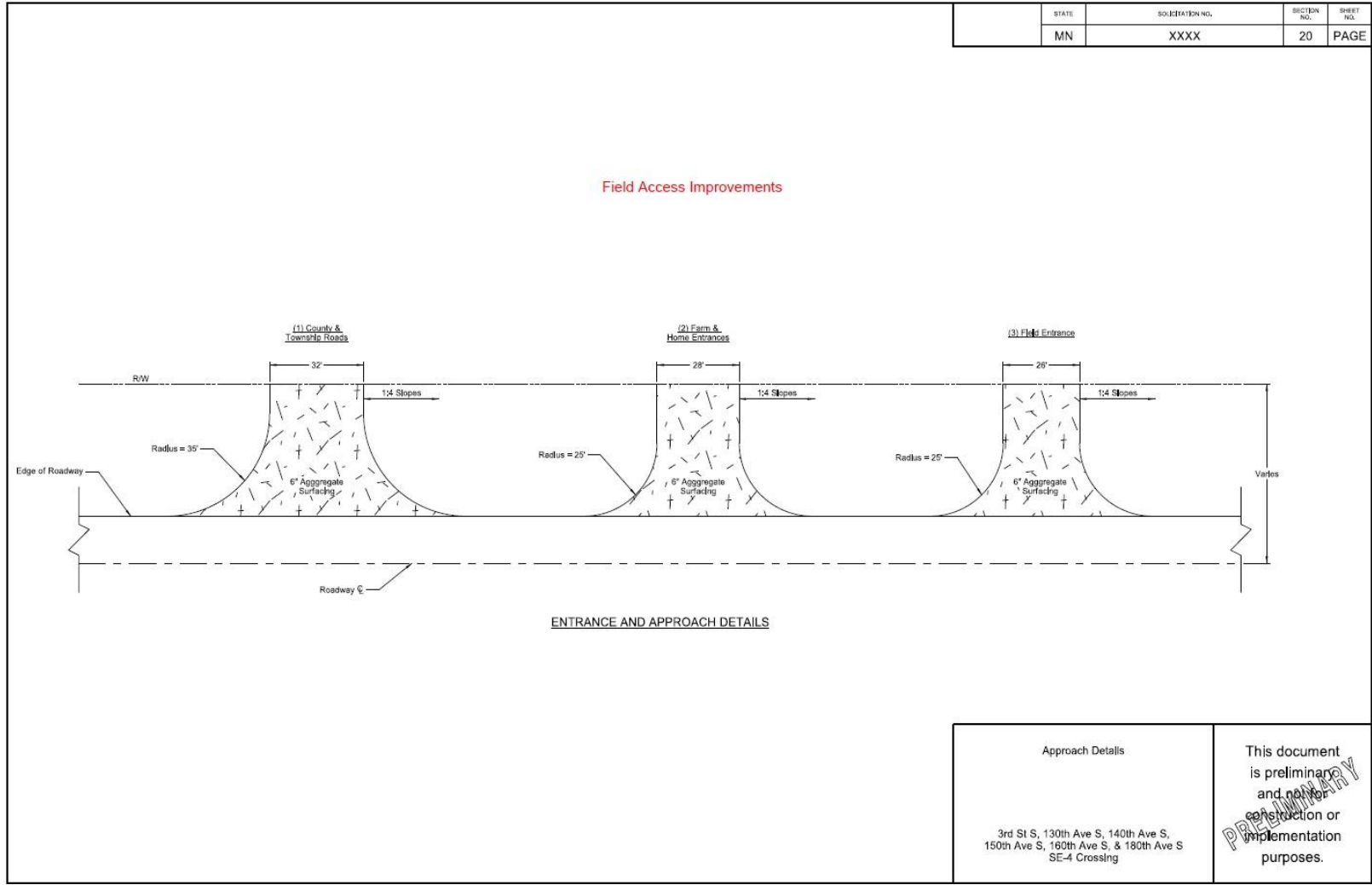
## EXHIBIT B

### MINIMUM DESIGN STANDARDS

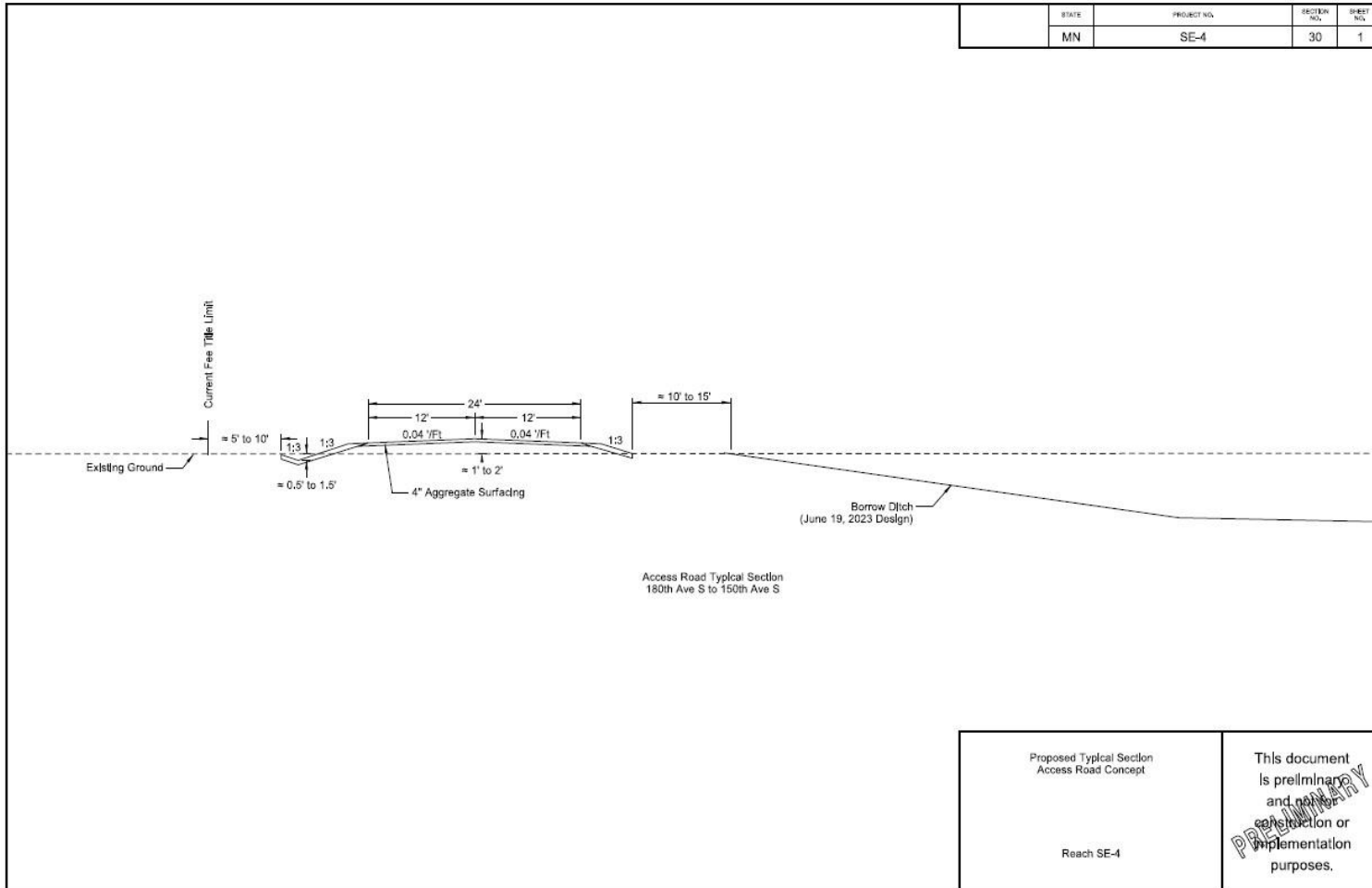
#### SEAI Crossing and Mobility Improvement



## Field Access Improvements



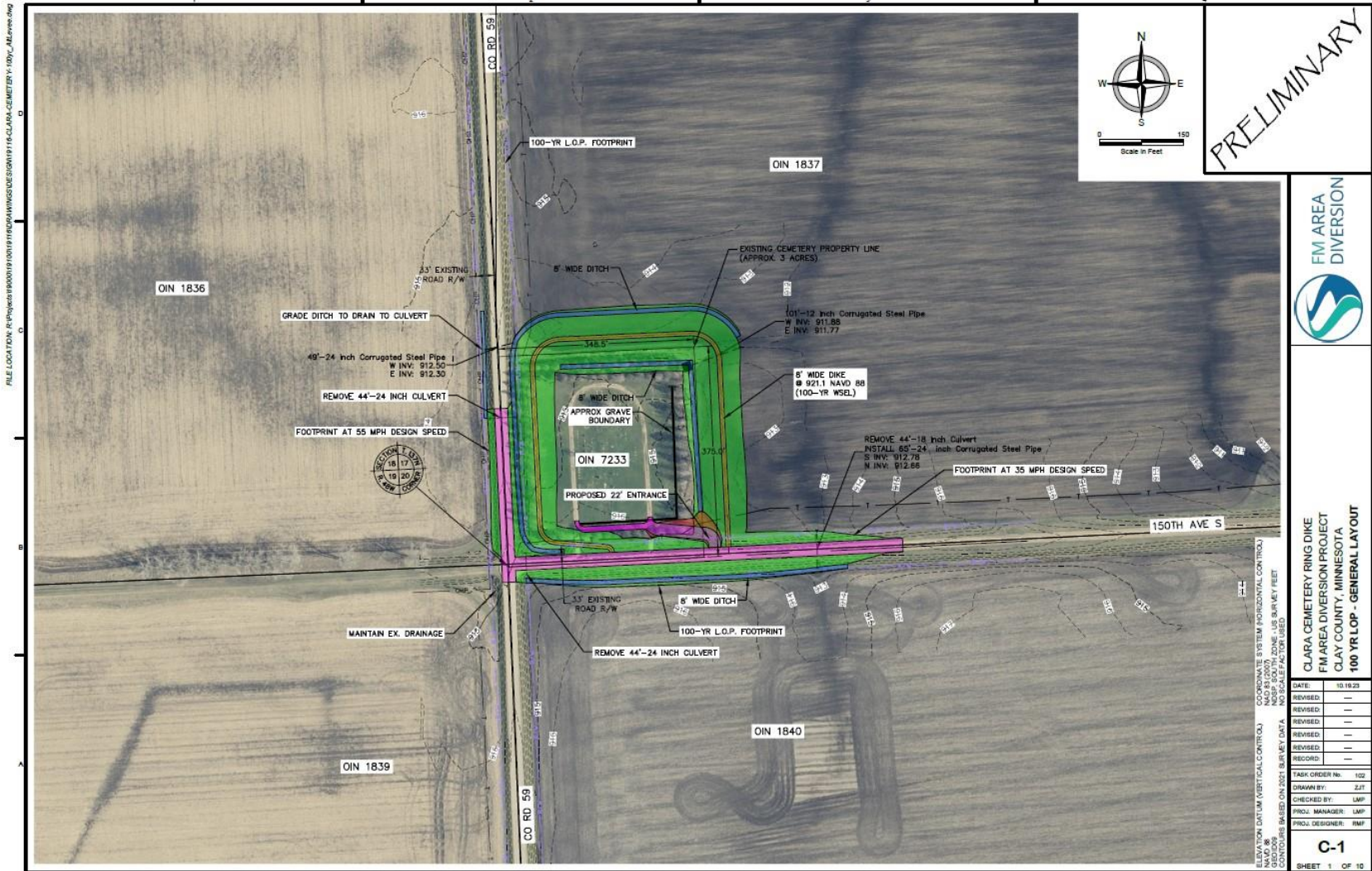
### Field Access Road Typical Section





### EXHIBIT C

## PRELIMINARY CLARA CEMETERY RING LEVEE MAP





# Diversion Authority Finance Committee Meeting

October 23, 2024

Contracting Actions



# DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
<p>SE-3 Water &amp; Sanitary Sewer Utility Installation – Utility Relocations – This utility work for Reach SE-3 consists of two 8” HDPE water mains with an air release valve offset from the embankment crest, one 6” and one 8” DHPE sanitary sewer force main with air release valves both at the southern extents of the project limits, and at the crest of the embankment. The sewer and water utilities will be separated by 5’ and will be encased in controlled low strength material (CLSM) through the horizontal extents of the crest and the embankment. The work will also include connection of the water and sanitary sewer conduits to their respective existing systems on either side of CR 81. Subsequent removal of all existing utilities inside the extents of the borrow ditch and embankment of Reach SE-3 is also included. The remaining utilities inside the project limits will be abandoned.</p>	<p>United States Army Corps of Engineers</p>	<p>\$862,654.89</p>
<p>Task Order 19, Amendment 0 – WP38C – OIN 1893 &amp; 9462 – Property Structure Mitigation – Perform structural demolition and/or removal services of residential, commercial and agricultural structures, including but not limited to houses, out buildings such as barns, silos, garages and workshops and other components as identified in the site plans.</p>	<p>Schmidt and Sons Construction Inc.</p>	<p>\$269,975.00</p>

# Executive Director Contracting Recommendation



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

<b>United States Army Corps of Engineers</b> SE-3 Water & Sanitary Sewer Utility Installation	<b>\$862,654.89</b>
<ul style="list-style-type: none"> <li>Southern Embankment Reach 3 (SE-3) Water and Sanitary Sewer Utility Installation</li> </ul>	

### 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 technical contracting actions for existing Agreements 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 Article II.H of the Project Partnership Agreement (PPA) between the United States Army Corps of Engineers (USACE) and the MFDA, City of Fargo and City of Moorhead (the non-federal project sponsors); the non-federal project sponsors are requesting USACE to perform relocation of the water and sanitary utilities as part of the work to be constructed under the Federal Reach SE-3 project. The non-federal project sponsors requested USACE to perform this utility relocation work to ensure project coordination with the utility relocates and construction of Federal Reach SE-3 project. The MFDA would have otherwise had to bid this utility relocation work as part of their own work package. This utility relocation work was anticipated as part of the overall program budget.

This requested utility work under Reach SE-3 consists of two 8” HDPE water mains with an air release valve offset from the embankment crest, one 6” and one 8” HDPE sanitary sewer force main with air release valves both at the southern extents of the project limits, and at the crest of the embankment, The sewer and water utilities will be separated by 5’ and will be encased in controlled low strength material (CLSM) through the horizontal extents of the crest of the embankment. The Work will also include connection of the water and sanitary sewer conduits to their respective existing systems on either side of County Road 81. Subsequent removal of all existing utilities inside the extents of the borrow ditch and embankment of Reach SE-3 is also included in the project. The remaining utilities inside the project limits will be abandoned.

#### 4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the FM Area Diversion Project (the PROJECT). As such, the OWNER and CONSULTANT have agreed to enter into an Agreement focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Co-Deputy Executive Director. See the table below for a summary of this agreement’s contracting history.

**Table 1 - Summary of Contracting History and Current Contract Action**

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
Utilities	0.00	862,654.89	11/1/2024	12/31/2025	Initial authorization of All Work
Totals		862,654.89			

#### 5 Financial considerations:

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

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

**Table 3 - Summary of Annual Budget Allocation – Per Year**

Year	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2025	CN-4010	862,654.89	862,654.89	0.00	862,654.89	Within allocated budget

#### 6 Attachments:

Wet Utility Letter

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:** 10/15/2024



October 24, 2024

***CERTIFIED MAIL***

Colonel Swenson  
St. Paul District, U.S. Army Corps of Engineers  
332 Minnesota St., Suite E1500  
St. Paul, MN 55101

**Southern Embankment Reach 3 (SE-3) Water and Sanitary Sewer Utility Installation**

Please consider this letter the official request per Article II.H of the Project Partnership Agreement for the Government to perform relocation of the water and sanitary utilities as part of the work to be constructed under the Federal Reach SE-3 project.

This requested utility work under Reach SE-3 consists of two 8" HDPE water mains with an air release valve offset from the embankment crest, one 6" and one 8" HDPE sanitary sewer force main with air release valves both at the southern extents of the project limits, and at the crest of the embankment. The sewer and water utilities will be separated by 5' and will be encased in controlled low strength material (CLSM) through the horizontal extents of the crest of the embankment. The Work will also include connection of the water and sanitary sewer conduits to their respective existing systems on either side of County Road 81. Subsequent removal of all existing utilities inside the extents of the borrow ditch and embankment of Reach SE-3 is also included in the project. The remaining utilities inside the project limits will be abandoned.

The non-federal sponsors understand that they will be responsible for the actual construction cost of this work, for which the current estimate is \$862,654.89, and that the non-federal sponsors will be required to provide funds, based on the actual award amounts, after the bid opening and prior to the contract award, which are currently scheduled for 20 December 2024 and 31 January 2025 respectively. It is also understood that the final non-federal sponsors funding requirement may be adjusted in the future should there be any modifications to the contract for the subject relocations; an increase in cost will require additional non-federal sponsor funds, and a decrease in cost will result in a reimbursement by the USACE to the non-federal sponsor upon fiscal completion of the contract.



If you have any technical questions regarding this request, please reach out to the Authority's Director of Engineering, Kris Bakkegard at (701) 412-3859.

Sincerely,

Robert Wilson  
MFDA Co-Executive Director

Michael Redlinger  
MFDA Co-Executive Director

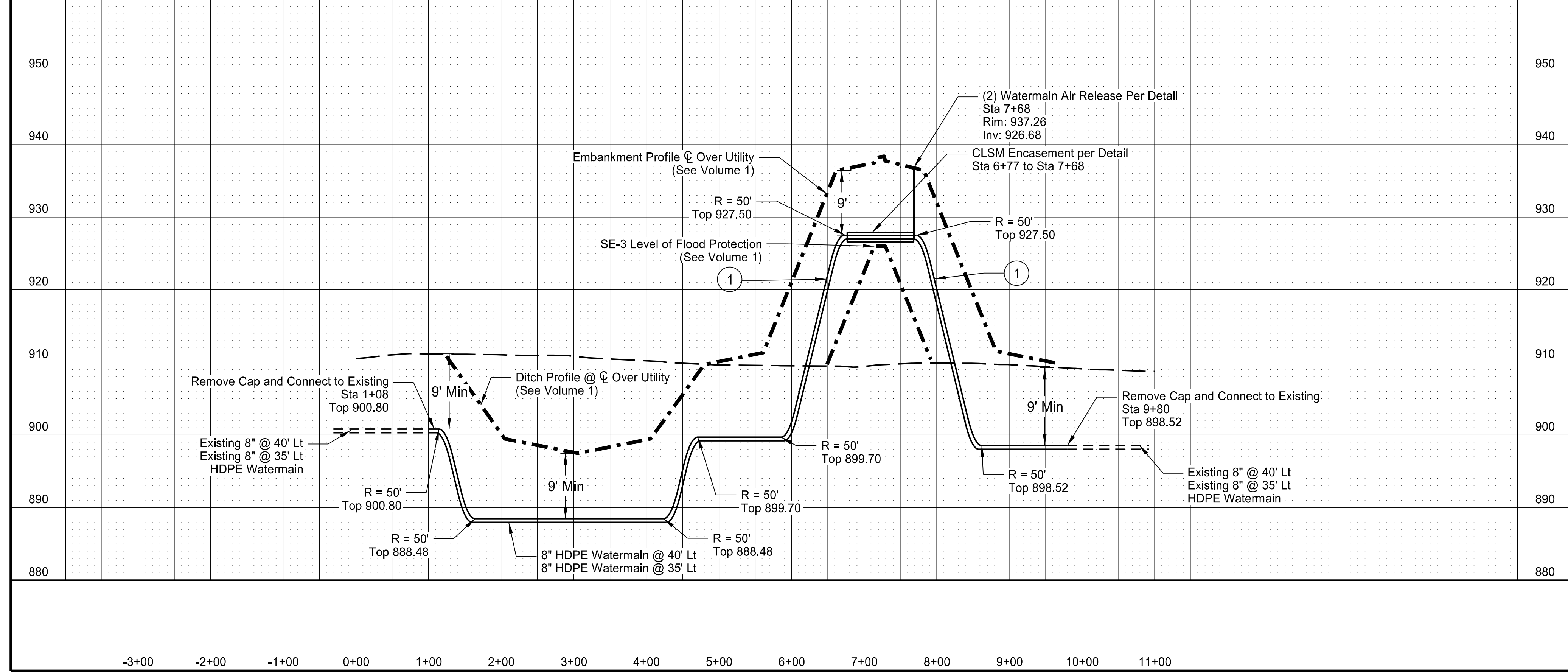
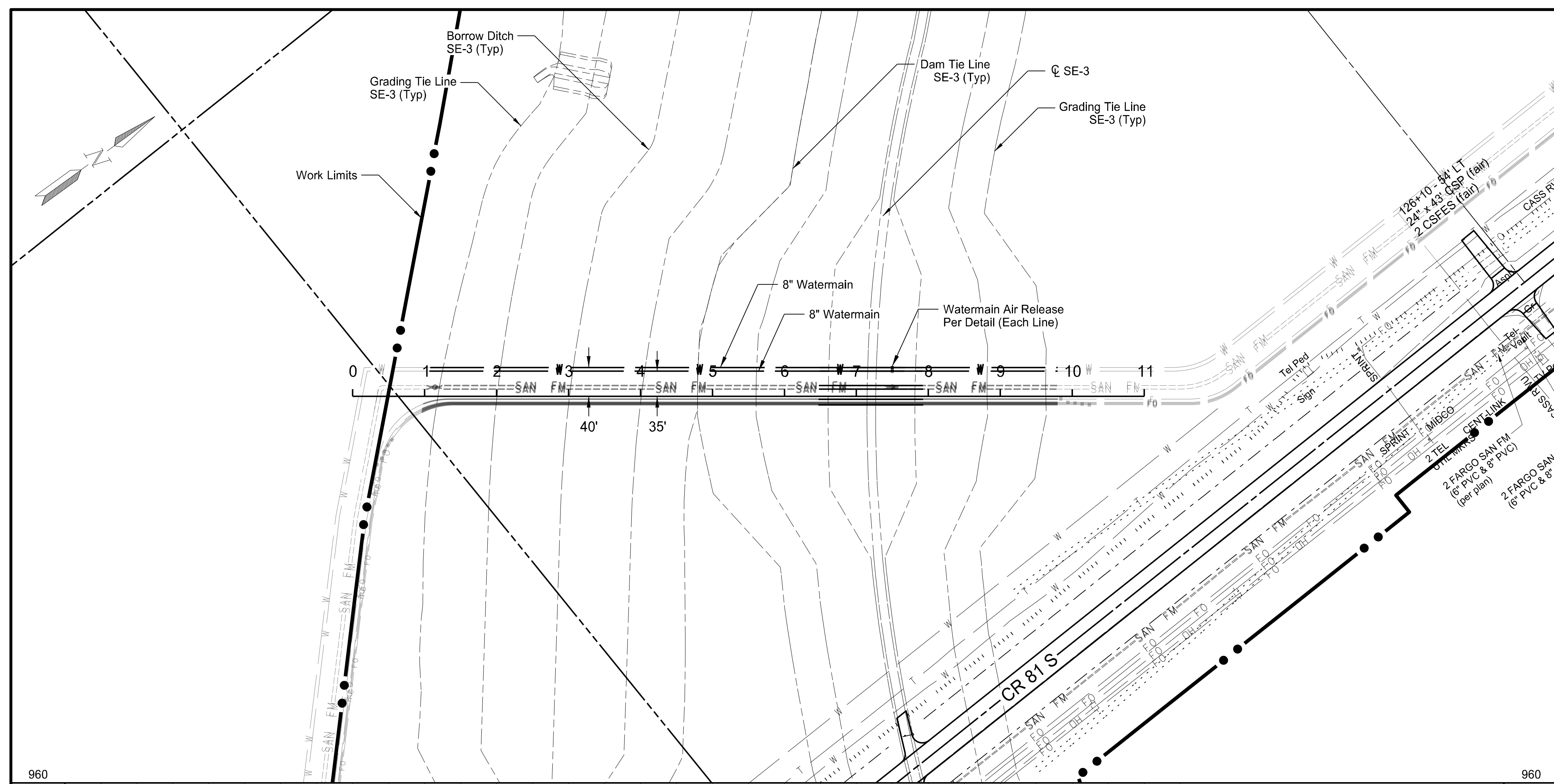
Shelly Carlson  
Mayor, City of Moorhead

Dr. Timothy J. Mahoney  
Mayor, City of Fargo

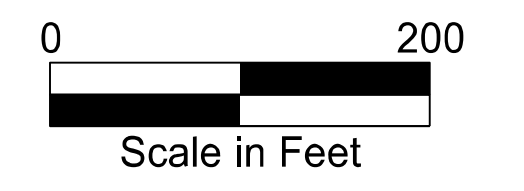
cc: Terry Williams, USACE  
Kris Bakkegard, MFDA Director of Engineering

Item Description	Estimated Cost	Notes
Removals		
	Subtotal \$ 183,550.97	Includes removal and abandonment of existing mains
Watermain		
	Subtotal \$ 150,325.24	Includes water main, air release structures, valves, fittings, connections to mains and testing
Sanitary Sewer		
	Subtotal \$ 119,144.71	Includes sanitary main, air release structures, valves, fittings, connections to mains and testing
Direct Cost Subtotal	\$ 453,020.92	
	Estimated Cost	
Sub Contractor Markups		
	JOOH, HOOH, Profit \$ 110,990.13	
	Subtotal \$ 564,011.05	
Prime Contractor Markups		
	JOOH, HOOH, Profit \$ 186,123.64	
	Subtotal \$ 750,134.69	
Contingency		
	15% applied contingency \$ 112,520.20	
Total Project Cost	\$ 862,654.89	

STATE	SOLICITATION NO.	SECTION NO.	SHEET NO.
ND	W912ES23B0016	199	1



① EXPANSION/CONTRACTION JOINT FOR WATERMAIN (SEE DETAIL)  
ELEV. 921.50 (WATERMAIN)



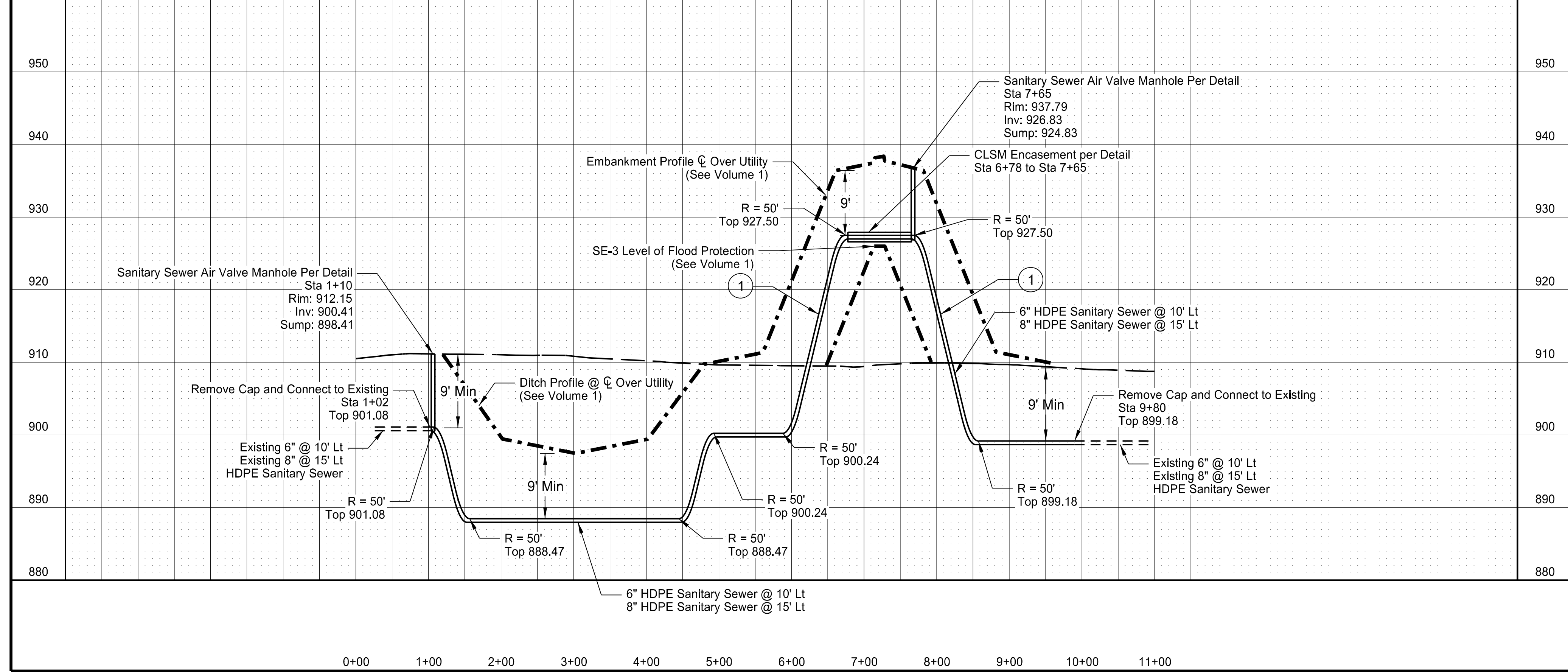
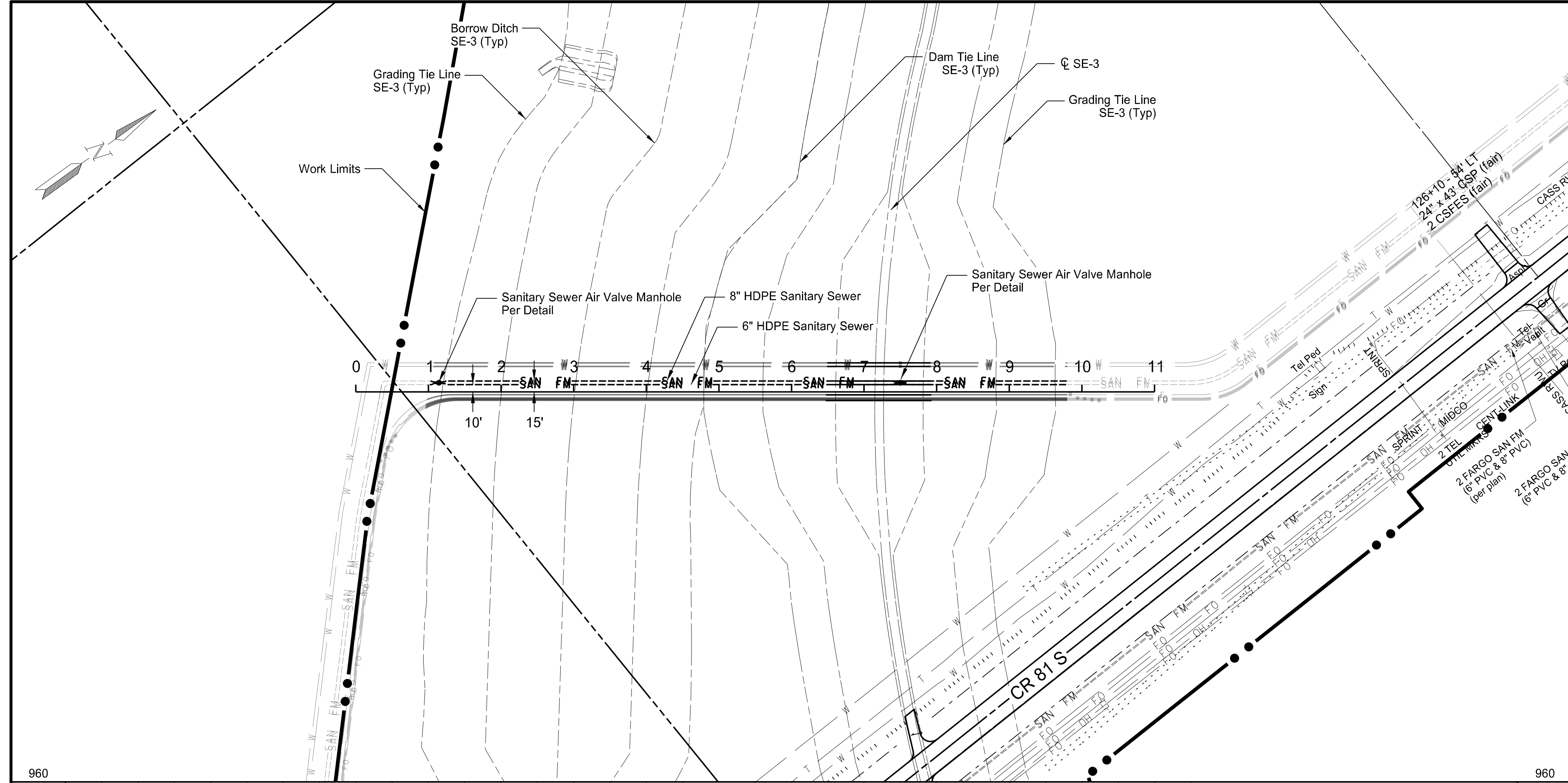
Plan & Profile  
Utility Relocations  
Watermain

County Road 81  
Reach SE-3 Roadway Improvements  
Sta 0+00 to Sta 11+00

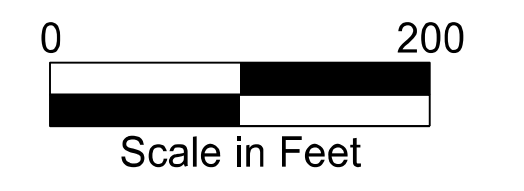




STATE	SOLICITATION NO.	SECTION NO.	SHEET NO.
ND	W912ES23B0016	199	2



① EXPANSION/CONTRACTION JOINT FOR SANITARY FORCEMAIN (SEE DETAIL)  
ELEV. 921.50 (FORCEMAIN)



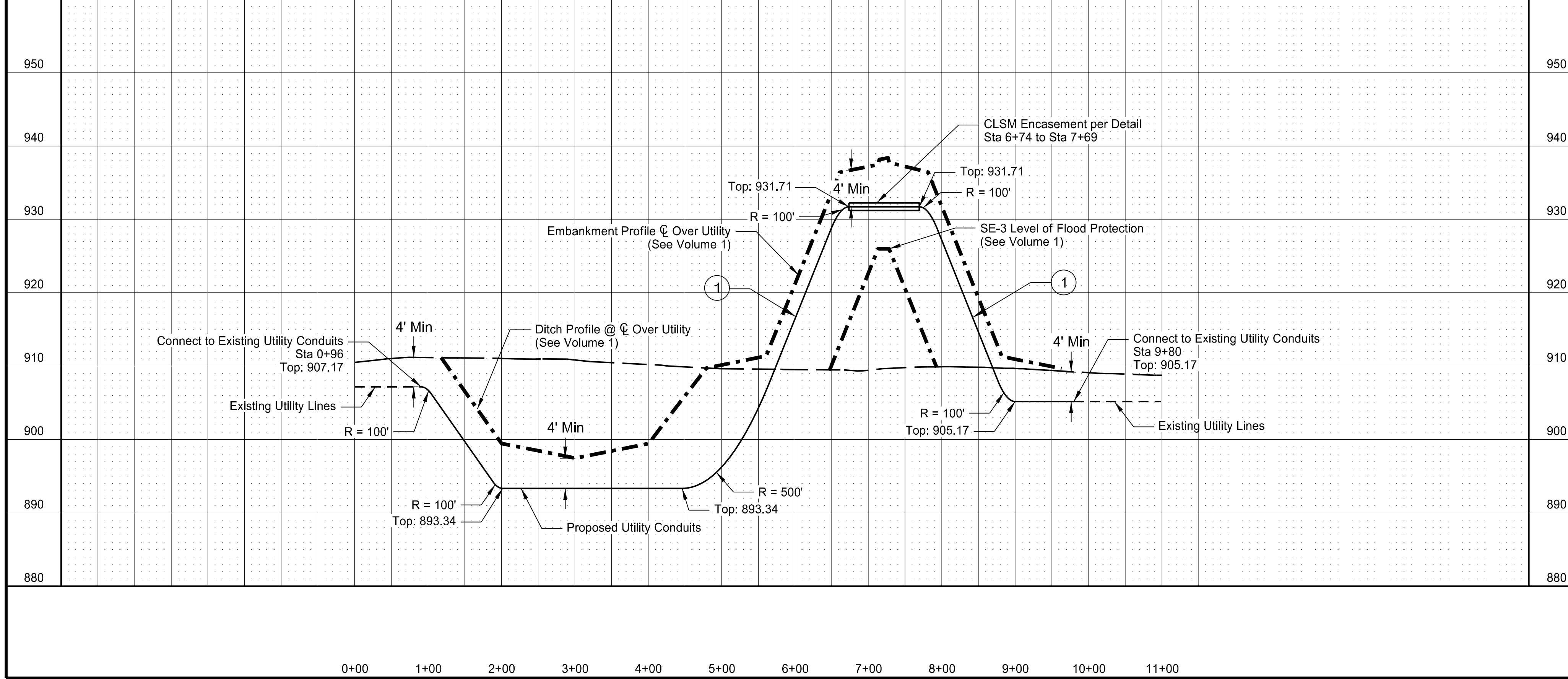
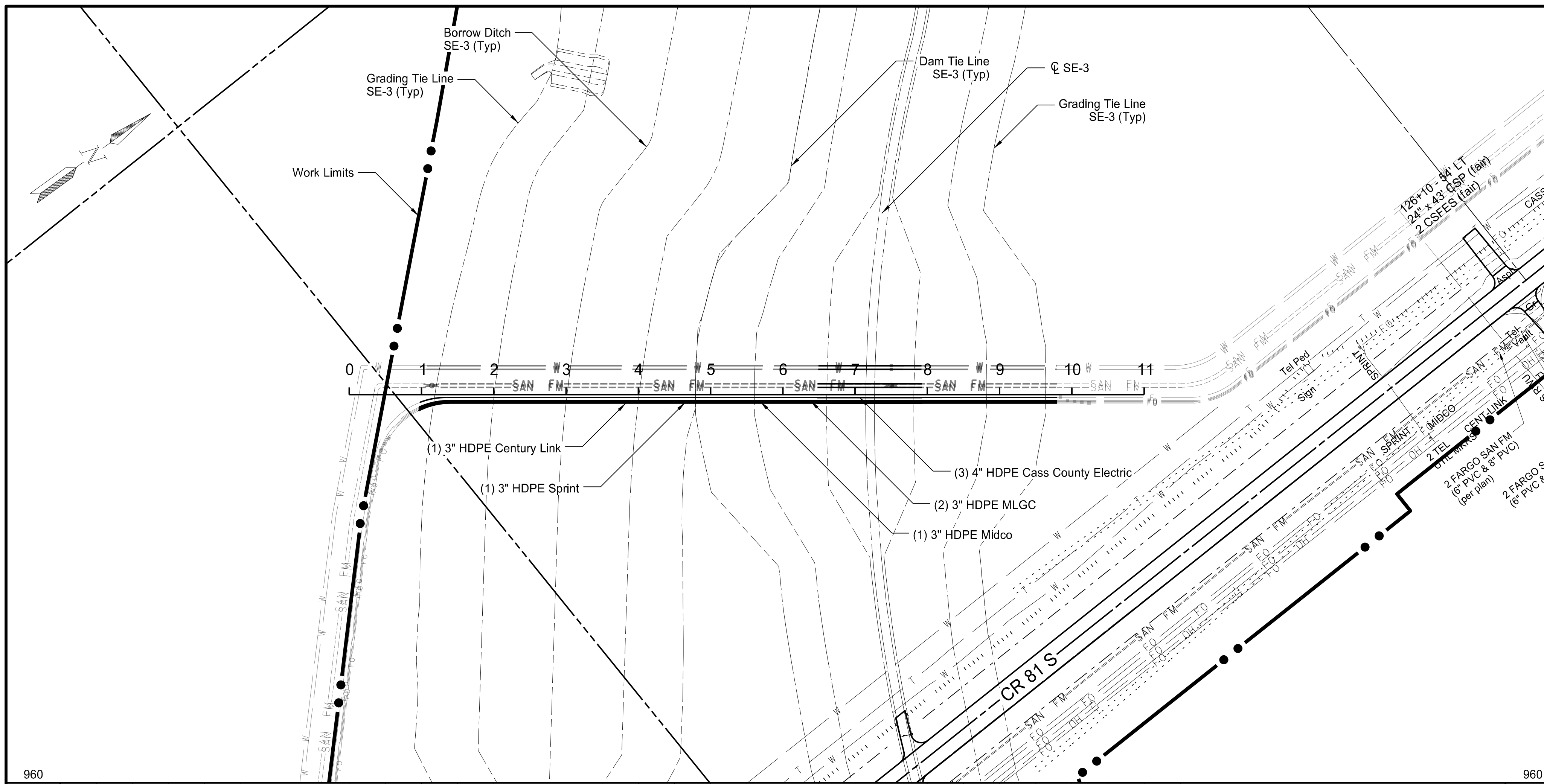
Plan & Profile  
Utility Relocations  
Sanitary Sewer

County Road 81  
Reach SE-3 Roadway Improvements  
Sta 0+00 to Sta 11+00



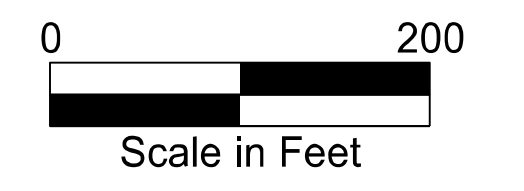


STATE	SOLICITATION NO.	SECTION NO.	SHEET NO.
ND	W912ES23B0016	199	3



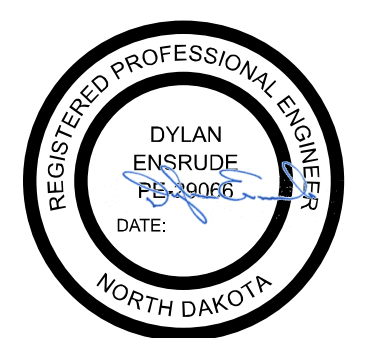
① EXPANSION/CONTRACTION JOINT FOR DRY UTILITY (SEE DETAIL)  
ELEV. 921.50 (CONDUIT)

Note: See Section 20 for conduit layout details.



Plan & Profile  
Utility Relocations  
Dry Utilities

County Road 81  
Reach SE-3 Roadway Improvements  
Sta 0+00 to Sta 11+00



DATE: 8/21/2024

# Co-Deputy Executive Director Contracting Recommendation



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

Schmidt and Sons Construction Inc. TO19 Amendment 0 WP38C – OIN 1893 9462 – Property Structure Mitigation	\$269,975.00
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- Perform Property Mitigation Services for WP38C – OIN 1893 9462.

## 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 Agreement for Construction Services (MACS) 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.

### Reason why it is required

Assist the OWNER in performing structural demolition and/or removal of services of residential, commercial, and agricultural structures, including but not limited to houses, out buildings such as barns, silos, garages, and workshops; foundations; walkways; driveways; landscaping; associated utilities; and other components as identified in the Site Plans.

### Background and discussion

Two Task Order Bid Proposals were received on October 11, 2024 and the Bid Tabulation results are shown below.

No.	ITEM	QUANTITY	UNIT	Engineers Estimate		Industrial Builders Inc.		Schmidt and Sons	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 9,700.00	\$ 9,700.00	\$12,000.00	\$ 12,000.00
2.	Clearing & Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$50,000.00	\$ 50,000.00
3.	Removals - OIN 1893/9462 - House	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$70,200.00	\$ 70,200.00
4.	Removals - OIN 1893/9462 - Basement	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$15,000.00	\$ 15,000.00
5.	Removals - OIN 1893/9462 - All Remaining Items	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 90,000.00	\$94,000.00	\$ 94,000.00
6.	Topsoil Import	370	CY	\$ 12.00	\$ 4,440.00	\$ 14.00	\$ 5,180.00	\$ 15.00	\$ 5,550.00
7.	Imported Fill	1,415	CY	\$ 12.00	\$ 16,980.00	\$ 14.00	\$ 19,810.00	\$ 15.00	\$ 21,225.00
8.	Maintenance Until Phase 2	10	Weeks	\$ 250.00	\$ 2,500.00	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00
	<b>Total</b>				<b>\$193,920.00</b>		<b>\$289,690.00</b>		<b>\$269,975.00</b>

The Diversion Authority has awarded WP38C Task Order 19 OIN 1893 9462 – Property Structure Mitigation to Schmidt and Sons as the lowest bidder.

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
TO19-A0	0.00	269,975.00	10/14/2024	09/05/2025	Structure removal and fill.
Totals		269,975.00			

**3 Financial considerations:**

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

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

**Table 3 - Summary of Annual Budget Allocation – Per Year**

Year	Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2024	TO19-A0	PA-1360	269,975.00	269,975.00	0	269,975.00	

**4 Attachments:**

- Task Order 19 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:** Robert Wilson, Co-Deputy Executive Director

**Date:** 10/16/2024



# MFDA 2023 & 2024 Contracts Summary

Vendor	Scope Description	Total Paid 2023	Total Paid 2024	Total Paid 2023-2024
<b>Record Keeping/IT/Office Services</b>				
ACONEX (North America) INC	Official MFDA Project Record Keeping	\$ (300,133.58)	\$ 523,861.51	\$ 223,727.93
Affinixtext Inc	File Sharing for P3	\$ 5,668.13	\$ 6,245.07	\$ 11,913.20
Ambassador, Inc.	Office Cleaning for MFDA	\$ 11,100.00	\$ 6,475.00	\$ 17,575.00
CONSOLIDATED COMMUNICATIONS	Internet Services	\$ 6,566.22	\$ 3,770.60	\$ 10,336.82
EIDE BAILLY LLP	Audit Services	\$ 332.00	\$ 3,463.75	\$ 3,795.75
EIDE BAILLY LLP	Audit Services	\$ 22,777.50	\$ -	\$ 22,777.50
EIDE BAILLY LLP	Audit Services	\$ -	\$ 20,887.50	\$ 20,887.50
EIDE BAILLY LLP	Audit Services	\$ 332.00	\$ 3,463.75	\$ 3,795.75
EIDE BAILLY LLP	Audit Services	\$ 22,777.50	\$ -	\$ 22,777.50
EIDE BAILLY LLP	Audit Services	\$ -	\$ 20,887.50	\$ 20,887.50
Marco Technologies	IT Services	\$ 39,174.86	\$ 23,386.75	\$ 62,561.61
<b>PMC/Engineering/Land Management Services</b>				
ADVANCED ENGINEERING INC	Land Management Consultant	\$ 2,517,267.61	\$ 1,191,766.07	\$ 3,709,033.68
ADVANCED ENGINEERING INC	Land Management Consultant	\$ -	\$ 13,622.75	\$ 13,622.75
AECOM	Environmental Consultant	\$ 276,209.79	\$ 147,727.45	\$ 423,937.24
BRAUN INTERTEC CORP	Geotechnical & Environmental Consultant	\$ 714,086.85	\$ 472,502.25	\$ 1,186,589.10
CH2M Hill Engineers Inc	Program Management & P3 Consultant	\$ 356,389.40	\$ 311,435.32	\$ 667,824.72
CH2M Hill Engineers Inc	Program Management & P3 Consultant	\$ 5,558,794.62	\$ 3,989,161.81	\$ 9,547,956.43
CH2M Hill Engineers Inc	Program Management & P3 Consultant	\$ 375,924.02	\$ 209,513.14	\$ 585,437.16
CH2M Hill Engineers Inc	Program Management & P3 Consultant	\$ 6,905,150.57	\$ 6,625,495.58	\$ 13,530,646.15
Fugro USA Land, Inc.	Geospatial Imagery Services	\$ -	\$ 130,396.52	\$ 130,396.52
HOUSTON-MOORE GROUP LLC	Engineering Consultant	\$ 5,052,798.14	\$ 3,027,504.58	\$ 8,080,302.72
HOUSTON-MOORE GROUP LLC	Engineering Consultant	\$ 1,506,485.01	\$ 1,070,056.86	\$ 2,576,541.87
HOUSTON-MOORE GROUP LLC	Engineering Consultant	\$ 19,792.09	\$ 5,322.25	\$ 25,114.34
NDSU BUSINESS OFFICE-BOX 6050	Weather Gauges	\$ -	\$ 214,481.84	\$ 214,481.84
Program Advisor Services, LLC	Consulting Services	\$ 524,916.35	\$ 326,239.68	\$ 851,156.03
UNITED STATES GEOLOGICAL SURVEY	Environmental Services	\$ 259,690.00	\$ 202,402.50	\$ 462,092.50
<b>Communications &amp; Legislative Services</b>				
C THREE MEDIA, LLC	Videography Services	\$ 136,056.24	\$ 96,318.02	\$ 232,374.26
Flint Group	Communication Services	\$ 32,612.50	\$ 1,050.00	\$ 33,662.50
FORUM COMMUNICATIONS	Advertisements	\$ 2,990.40	\$ -	\$ 2,990.40
FORUM COMMUNICATIONS	Advertisements	\$ -	\$ 32.07	\$ 32.07
FORUM COMMUNICATIONS	Advertisements	\$ 19,250.00	\$ 1,750.00	\$ 21,000.00
GA Group, PC	Legislative Services	\$ 48,000.00	\$ 32,000.00	\$ 80,000.00
Michael H Klein	Communication Services (contract closed)	\$ 20,563.29	\$ 4,275.00	\$ 24,838.29
Neon Loon Communications, LLC	Program Communications Consultant	\$ 153,430.58	\$ 86,784.70	\$ 240,215.28
<b>Human Resource Services</b>				
HighRoad Partners, LLC	Human Resources Services	\$ 8,000.00	\$ 6,575.00	\$ 14,575.00
<b>Program Legal Services</b>				
Eppler Law Office	Legal Services	\$ -	\$ 6,981.20	\$ 6,981.20
FTI Consulting Technology LLC (Comp. Forensics)	Forensic Legal Services	\$ -	\$ 14,380.00	\$ 14,380.00
OHNSTAD TWICHELL PC	Program Legal Services	\$ 903,000.84	\$ 886,585.93	\$ 1,789,586.77
<b>LANDS/PROPERTY RELATED CONTRACTS</b>				
<b>MFDA Maintenance</b>				
ALL AMERICAN PLUMBING	Maintenance	\$ 3,334.00	\$ -	\$ 3,334.00
Building & Grounds Management	Maintenance	\$ 5,385.00	\$ 8,900.00	\$ 14,285.00
Building & Grounds Management	Maintenance	\$ 2,075.00	\$ -	\$ 2,075.00
CURTS LOCK & KEY SERVICE INC	Maintenance	\$ 132.99	\$ -	\$ 132.99
JT LAWN SERVICE LLC	Mowing & Weed Control	\$ 97,044.00	\$ 130,443.00	\$ 227,487.00
Legacy Plumbing, LLC	Maintenance	\$ 4,677.00	\$ -	\$ 4,677.00
<b>City of Fargo/In-Town Maintenance</b>				
Ames Construction, Inc.	Maintenance	\$ -	\$ 28,000.00	\$ 28,000.00
City of Fargo	Maintenance	\$ 38,462.43	\$ -	\$ 38,462.43
City of Fargo	Maintenance	\$ -	\$ 29,375.49	\$ 29,375.49
XCEL ENERGY-FARGO	Maintenance	\$ 84,069.34	\$ -	\$ 84,069.34
XCEL ENERGY-FARGO	Maintenance	\$ -	\$ 47,120.83	\$ 47,120.83
<b>Insurance Services</b>				
AON RISK SERVICES CENTRAL INC	Insurance	\$ 998,940.33	\$ 1,089,753.08	\$ 2,088,693.41
AON RISK SERVICES CENTRAL INC	Insurance	\$ 1,168.75	\$ -	\$ 1,168.75
North Dakota Insurance Department	Insurance	\$ 15,533.85	\$ -	\$ 15,533.85
North Dakota Insurance Department	Insurance	\$ -	\$ 7,401.48	\$ 7,401.48



Vendor	Scope Description	Total Paid 2023	Total Paid 2024	Total Paid 2023-2024
<b>Property Acquisition</b>				
Ballard Spahr	Legal Services	\$ -	\$ 61,500.00	\$ 61,500.00
BRAUN INTERTEC CORP	Environmental Services	\$ 44,203.48	\$ 33,186.12	\$ 77,389.60
COMPASS LAND CONSULTANTS, INC	Land Agents	\$ -	\$ 10,800.00	\$ 10,800.00
COMPASS LAND CONSULTANTS, INC	Land Agents	\$ 5,000.00	\$ -	\$ 5,000.00
CROWN APPRAISALS	Appraisals	\$ 228,800.00	\$ 171,000.00	\$ 399,800.00
CROWN APPRAISALS	Appraisals	\$ 262,500.00	\$ 5,500.00	\$ 268,000.00
DAWSON INSURANCE AGENCY	Insurance	\$ 11,810.00	\$ -	\$ 11,810.00
DAWSON INSURANCE AGENCY	Insurance	\$ 18,516.11	\$ -	\$ 18,516.11
DAWSON INSURANCE AGENCY	Insurance	\$ 3,632.16	\$ -	\$ 3,632.16
DKJ Appraisal LLC	Appraisals	\$ -	\$ 6,903.55	\$ 6,903.55
HDR Engineering, Inc.	Land Agents	\$ 399,969.01	\$ 149,074.11	\$ 549,043.12
Hoffman & McNamara Co.	Legal Services	\$ 4,150.00	\$ -	\$ 4,150.00
INTEGRA REALTY RESOURCES	Land Agents	\$ 2,975.00	\$ -	\$ 2,975.00
KAREN KLEIN MEDIATION, LLC	Mediator	\$ 8,750.00	\$ -	\$ 8,750.00
L & L Tree Service LLC	Tree Removal	\$ -	\$ 17,000.00	\$ 17,000.00
Larkin Hoffman Attorneys	Legal Services	\$ 258,317.39	\$ 147,371.25	\$ 405,688.64
Larkin Hoffman Attorneys	Legal Services	\$ -	\$ 50,614.80	\$ 50,614.80
Mid-America Consultants International	Land Agents	\$ 1,552.50	\$ -	\$ 1,552.50
OHNSTAD TWICHELL PC	Legal Services	\$ 1,716,366.63	\$ 809,475.20	\$ 2,525,841.83
OHNSTAD TWICHELL PC	Legal Services	\$ 868.10	\$ 2,890.50	\$ 3,758.60
OHNSTAD TWICHELL PC	Legal Services	\$ 7,810.00	\$ 22,687.69	\$ 30,497.69
OHNSTAD TWICHELL PC	Legal Services	\$ 591,510.27	\$ 659,105.28	\$ 1,250,615.55
OHNSTAD TWICHELL PC	Legal Services	\$ -	\$ 2,159.50	\$ 2,159.50
OHNSTAD TWICHELL PC	Legal Services	\$ 562.50	\$ 705.00	\$ 1,267.50
Patchin Messner Valuation Counselors	Land Agents	\$ 92,208.75	\$ 3,750.00	\$ 95,958.75
Patchin Messner Valuation Counselors	Land Agents	\$ 12,000.00	\$ 1,500.00	\$ 13,500.00
Pemberton Law PLLP	Legal Services	\$ -	\$ 5,397.62	\$ 5,397.62
Prosource Technologies, Inc	Land Agents	\$ 186,237.16	\$ 46,959.17	\$ 233,196.33
Prosource Technologies, Inc	Land Agents	\$ 178,462.64	\$ 156,417.73	\$ 334,880.37
SRF Consulting Group	Land Agents	\$ 479,344.66	\$ 214,470.81	\$ 693,815.47
SRF Consulting Group	Land Agents	\$ 277,082.51	\$ 155,735.40	\$ 432,817.91
Tinjum Appraisal Company, Inc.	Appraisals	\$ 25,700.00	\$ -	\$ 25,700.00
Title Company	Titles	\$ 1,000.00	\$ 450.00	\$ 1,450.00
ULTEIG ENGINEERS INC	Land Agents	\$ 162,201.80	\$ 14,627.50	\$ 176,829.30
Watts and Associates, Inc.	Crop Insurance	\$ 64,296.24	\$ 73,731.97	\$ 138,028.21
<b>Demolition Services</b>				
BRAUN INTERTEC CORP	Environmental Services	\$ 1,880.64	\$ -	\$ 1,880.64
Dakota Plains AG	Demolition Contract	\$ 507.00	\$ -	\$ 507.00
INDUSTRIAL BUILDERS INC	Demolition Contract	\$ 515,681.17	\$ -	\$ 515,681.17
INDUSTRIAL BUILDERS INC	Demolition Contract	\$ -	\$ 164,310.50	\$ 164,310.50
Schmidt and Sons Inc.	Demolition Contract	\$ 2,000.00	\$ -	\$ 2,000.00
Schmidt and Sons Inc.	Demolition Contract	\$ 307,273.37	\$ -	\$ 307,273.37
Schmidt and Sons Inc.	Demolition Contract	\$ 476,750.00	\$ 245,497.27	\$ 722,247.27
Schmidt and Sons Inc.	Demolition Contract	\$ 392,500.01	\$ 62,499.99	\$ 455,000.00
Schmidt and Sons Inc.	Demolition Contract	\$ -	\$ 418,772.93	\$ 418,772.93
Schmidt and Sons Inc.	Demolition Contract	\$ -	\$ 44,175.00	\$ 44,175.00
<b>DEBT SERVICE PAYMENTS</b>				
BANK OF NORTH DAKOTA	Debt Services	\$ -	\$ (2,851.78)	\$ (2,851.78)
BANK OF NORTH DAKOTA	Trustee Services	\$ 220,168.00	\$ 142,715.78	\$ 362,883.78
BANK OF NORTH DAKOTA	Debt Services	\$ 62,433.79	\$ -	\$ 62,433.79
BANK OF NORTH DAKOTA	Debt Services	\$ -	\$ 91,365.97	\$ 91,365.97
CASS COUNTY JOINT WATER RESOURCE DI	Debt Services	\$ 864,000.00	\$ -	\$ 864,000.00
CASS COUNTY JOINT WATER RESOURCE DI	Debt Services	\$ -	\$ 655,014.55	\$ 655,014.55
City of Fargo	Fiscal Agent Services	\$ 203,688.40	\$ 139,864.00	\$ 343,552.40
Moodys Investors Service, Inc.	Debt Services	\$ -	\$ 108,000.00	\$ 108,000.00
North Dakota Public Finance Authority	Debt Services	\$ 6,293,865.00	\$ -	\$ 6,293,865.00
North Dakota Public Finance Authority	Debt Services	\$ -	\$ 5,370,520.00	\$ 5,370,520.00
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY	WIFIA Loan	\$ 30,700.00	\$ -	\$ 30,700.00
<b>SWDCAI RELATED CONTRACTS</b>				
Ankura Consulting Group LLC	P3 Legal Services	\$ -	\$ 420,624.34	\$ 420,624.34
BNSF RAILWAY CO	BNSF Railway	\$ 90,235.20	\$ 5,052.60	\$ 95,287.80
DORSEY & WHITNEY LLP	P3 Legal Services	\$ 87,688.01	\$ 1,059,004.14	\$ 1,146,692.15
EDWARD PENSOCK JR (DRB)	Dispute Resolution Board	\$ -	\$ 6,370.50	\$ 6,370.50
Ernst & Young	P3 Legal Services	\$ 8,293.40	\$ 13,692.10	\$ 21,985.50
Magellan Pipeline	Utility Relocation	\$ 2,852,375.85	\$ -	\$ 2,852,375.85
Mark E Alpert - Integrated Delivery Solutions (DRB)	Dispute Resolution Board	\$ -	\$ 6,825.00	\$ 6,825.00

Vendor	Scope Description	Total Paid 2023	Total Paid 2024	Total Paid 2023-2024
MOORE ENGINEERING INC	WRD Design Engineer	\$ 4,435.00	\$ 815.00	\$ 5,250.00
MOORE ENGINEERING INC	WRD Design Engineer	\$ 34,456.25	\$ 18,535.00	\$ 52,991.25
MOORE ENGINEERING INC	WRD Design Engineer	\$ 27,479.04	\$ 63,047.79	\$ 90,526.83
MOORE ENGINEERING INC	WRD Design Engineer	\$ 2,142.59	\$ 14,562.28	\$ 16,704.87
MOORE ENGINEERING INC	WRD Design Engineer	\$ 8,375.80	\$ 13,166.76	\$ 21,542.56
NUSTAR PIPELINE OPERATING PARTNERSHIP	Utility Relocation	\$ 47,892.39	\$ -	\$ 47,892.39
OHNSTAD TWICHELL PC	P3 Legal Services	\$ 320,362.64	\$ 425,781.62	\$ 746,144.26
Patricia O. Sulser (DRB)	Dispute Resolution Board	\$ -	\$ 7,687.50	\$ 7,687.50
Polsinelli PC (DRB)	Dispute Resolution Board	\$ -	\$ 25,000.00	\$ 25,000.00
Red River Valley Alliance LLC	Developer	\$ 64,005.06	\$ 1,182,755.00	\$ 1,246,760.06
Red River Valley Alliance LLC	Developer	\$ 3,695,113.30	\$ 145,840.50	\$ 3,840,953.80
SBA Communications	Utility Relocation	\$ -	\$ 851,648.91	\$ 851,648.91
<b>3RD PARTY MOU RELATED CONTRACTS</b>				
BNSF RAILWAY CO (ROW Purchase)	Purchase for Rail Abandonment	\$ 3,188,135.00	\$ -	\$ 3,188,135.00
BUFFALO-RED RIVER WATERSHED DISTRICT (Georgetown/Wolverton)	Georgetown & Wolverton Projects (Settlement Agreement)	\$ 231.78	\$ 265.61	\$ 497.39
BUFFALO-RED RIVER WATERSHED DISTRICT (Georgetown/Wolverton)	Georgetown & Wolverton Projects (Settlement Agreement)	\$ 1,488.11	\$ 1,859.82	\$ 3,347.93
BRAUN INTERTEC CORP (RR ROW Clearance)	Environmental for Rail Abandonment	\$ 934.75	\$ -	\$ 934.75
BRAUN INTERTEC CORP (RR ROW Clearance)	Environmental for Rail Abandonment	\$ 297.50	\$ -	\$ 297.50
CHS Inc. (RR ROW Purchase)	Purchase for Rail Abandonment	\$ 3,039,153.37	\$ -	\$ 3,039,153.37
CLAY COUNTY AUDITOR (CR 2)	County Road 2 Project (Settlement Agreement)	\$ 235,848.69	\$ 186,952.47	\$ 422,801.16
HARWOOD TOWNSHIP	Harwood Township MOU	\$ 2,364.00	\$ 2,364.00	\$ 4,728.00
HARWOOD TOWNSHIP	Harwood Township MOU	\$ 10,550.00	\$ -	\$ 10,550.00
HOUSTON ENGINEERING INC (Georgetown/Wolverton)	Georgetown & Wolverton Projects (Settlement Agreement)	\$ 140,131.54	\$ 122,220.14	\$ 262,351.68
HOUSTON ENGINEERING INC (Georgetown/Wolverton)	Georgetown & Wolverton Projects (Settlement Agreement)	\$ 200,866.86	\$ 281,714.93	\$ 482,581.79
LIES, BULLIS & HATTING, PLLP (Christine MOU)	Christine Project (Settlement Agreement)	\$ 120.00	\$ 6,840.63	\$ 6,960.63
MAPLETON, CITY OF	City of Mapleton MOU	\$ 26,454.15	\$ -	\$ 26,454.15
MOORE ENGINEERING INC (Christine/Comstock)	Christine & Comstock Projects (Settlement Agreement)	\$ 778.75	\$ -	\$ 778.75
MOORE ENGINEERING INC (Christine/Comstock)	Christine & Comstock Projects (Settlement Agreement)	\$ 60,497.26	\$ 44,845.77	\$ 105,343.03
MOORE ENGINEERING INC (Christine/Comstock)	Christine & Comstock Projects (Settlement Agreement)	\$ 275,686.04	\$ 206,335.54	\$ 482,021.58
Natwick Appraisals (Georgetown)	Georgetown Project (Settlement Agreement)	\$ -	\$ 5,500.00	\$ 5,500.00
Pleasant Township	Pleasant Township MOU	\$ -	\$ 20,000.00	\$ 20,000.00
Pleasant Township	Pleasant Township MOU	\$ -	\$ 21,466.94	\$ 21,466.94
Swanson & Warcup (Christine MOU)	Christine Project (Settlement Agreement)	\$ 27,259.50	\$ 3,756.50	\$ 31,016.00
Wiser Township	Wiser Township MOU	\$ -	\$ 4,989.57	\$ 4,989.57
INDUSTRIAL BUILDERS INC	City of Oxbow MOU	\$ 2,648.35	\$ -	\$ 2,648.35
MOORE ENGINEERING INC	City of Oxbow MOU	\$ 9,769.22	\$ 1,135.86	\$ 10,905.08
MOORE ENGINEERING INC	City of Oxbow MOU	\$ -	\$ 5,000.00	\$ 5,000.00
BORDER STATES PAVING, INC	City of Oxbow MOU	\$ 722,659.73	\$ 31,122.00	\$ 753,781.73
<b>UTILITY RELOCATIONS UMA/SEAI</b>				
ARMY CORP OF ENGINEERS	Utility Relocations in the UMA/SEAI	\$ 24,800.00	\$ -	\$ 24,800.00
BRAUN INTERTEC CORP	Utility Relocations in the UMA/SEAI	\$ 19,744.00	\$ 31,016.00	\$ 50,760.00
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 3,883.83	\$ 3,673.48	\$ 7,557.31
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 231,610.20	\$ -	\$ 231,610.20
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 78,119.00	\$ -	\$ 78,119.00
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 231,088.29	\$ -	\$ 231,088.29
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 8,120.80	\$ -	\$ 8,120.80
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 286,763.78	\$ 286,763.78
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 49,002.97	\$ -	\$ 49,002.97
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 5,966.37	\$ -	\$ 5,966.37
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 15,726.62	\$ 3,012.87	\$ 18,739.49
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 3,709.81	\$ -	\$ 3,709.81
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ 12,751.11	\$ 8,588.80	\$ 21,339.91
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 6,018.72	\$ 6,018.72
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 73,390.20	\$ 73,390.20
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 278,010.00	\$ 278,010.00
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 41,112.20	\$ 41,112.20
Cass County Electric Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 12,493.96	\$ 12,493.96
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ -	\$ 177.24	\$ 177.24
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 37,750.47	\$ -	\$ 37,750.47
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 93,010.30	\$ 72,427.45	\$ 165,437.75
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 4,189,444.50	\$ -	\$ 4,189,444.50

Vendor	Scope Description	Total Paid 2023	Total Paid 2024	Total Paid 2023-2024
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 5,020.00	\$ -	\$ 5,020.00
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 94,815.95	\$ -	\$ 94,815.95
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 14,361.80	\$ -	\$ 14,361.80
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 97,614.00	\$ -	\$ 97,614.00
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 197,682.00	\$ -	\$ 197,682.00
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 197,650.00	\$ -	\$ 197,650.00
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ 198,350.00	\$ -	\$ 198,350.00
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ -	\$ 17,653.68	\$ 17,653.68
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ -	\$ 17,169.15	\$ 17,169.15
Cass Rural Water	Utility Relocations in the UMA/SEAI	\$ -	\$ 12,703.36	\$ 12,703.36
CENTURYLINK COMMUNICATIONS	Utility Relocations in the UMA/SEAI	\$ 65,853.12	\$ -	\$ 65,853.12
CENTURYLINK COMMUNICATIONS	Utility Relocations in the UMA/SEAI	\$ -	\$ 3,439.60	\$ 3,439.60
CENTURYLINK COMMUNICATIONS	Utility Relocations in the UMA/SEAI	\$ -	\$ 1,695.00	\$ 1,695.00
City of Horace	Utility Relocations in the UMA/SEAI	\$ 913,078.00	\$ 76,318.00	\$ 989,396.00
JR Ferche Inc.	Utility Relocations in the UMA/SEAI	\$ -	\$ 277,004.58	\$ 277,004.58
LTP Enterprises Inc.	Utility Relocations in the UMA/SEAI	\$ -	\$ 348,142.00	\$ 348,142.00
Midcontinent Communications	Utility Relocations in the UMA/SEAI	\$ -	\$ 3,680.00	\$ 3,680.00
Minnkota Power Cooperative	Utility Relocations in the UMA/SEAI	\$ 330,159.34	\$ -	\$ 330,159.34
Minnkota Power Cooperative	Utility Relocations in the UMA/SEAI	\$ -	\$ 153,102.42	\$ 153,102.42
MLGC	Utility Relocations in the UMA/SEAI	\$ 40,915.19	\$ -	\$ 40,915.19
RED RIVER VALLEY COOPERATIVE ASSOC	Utility Relocations in the UMA/SEAI	\$ 646.27	\$ 747.26	\$ 1,393.53
RED RIVER VALLEY COOPERATIVE ASSOC	Utility Relocations in the UMA/SEAI	\$ 37,874.32	\$ -	\$ 37,874.32
RED RIVER VALLEY COOPERATIVE ASSOC	Utility Relocations in the UMA/SEAI	\$ 6,507.08	\$ -	\$ 6,507.08
RED RIVER VALLEY COOPERATIVE ASSOC	Utility Relocations in the UMA/SEAI	\$ 69,041.16	\$ -	\$ 69,041.16
SELLIN BROS INC	Utility Relocations in the UMA/SEAI	\$ -	\$ 125,472.20	\$ 125,472.20
Sprint Communications Company L.P.	Utility Relocations in the UMA/SEAI	\$ 555,625.21	\$ -	\$ 555,625.21
Wagner Construction Inc.	Utility Relocations in the UMA/SEAI	\$ -	\$ 1,417,840.62	\$ 1,417,840.62
XCEL ENERGY-FARGO	Utility Relocations in the UMA/SEAI	\$ 46,600.00	\$ -	\$ 46,600.00

### Tax Revenues 2022-2024

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Cash Budget Target
City of Fargo - Cumulative	\$ 2,908,674	\$ -	\$ 2,635,108	\$ 5,666,977	\$ 8,455,563	\$ 12,242,542	\$ 15,610,261	\$ 18,776,839	\$ 18,776,839	\$ 26,806,130	\$ 30,107,458	\$ 30,107,458	
Cass County - Cumulative	\$ 1,492,073	\$ -	\$ 1,348,144	\$ 1,925,155	\$ 3,360,229	\$ 5,213,511	\$ 6,916,761	\$ 8,624,658	\$ 8,624,658	\$ 12,598,460	\$ 14,317,216	\$ 14,317,216	
													<b>\$ 44,424,674</b>
													<b>\$ 54,500,000</b>
City of Fargo - Monthly	\$ 2,908,674	\$ (2,908,674)	\$ 2,635,108	\$ 3,031,868	\$ 2,788,586	\$ 3,786,979	\$ 3,367,719	\$ 3,166,579	\$ -	\$ 8,029,291	\$ 3,301,328	\$ -	
Cass County - Monthly	\$ 1,492,073	\$ (1,492,073)	\$ 1,348,144	\$ 577,012	\$ 1,435,074	\$ 1,853,282	\$ 1,703,250	\$ 1,707,897	\$ -	\$ 3,973,802	\$ 1,718,756	\$ -	
											check		<b>\$ 44,424,674</b>

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Cash Budget Target
City of Fargo - Cumulative	\$ -	\$ -	\$ 2,822,229	\$ 5,662,301	\$ 8,549,709	\$ 18,902,416	\$ 16,114,843	\$ 20,326,970	\$ 24,095,787	\$ 26,927,187	\$ 31,686,694	\$ 35,239,354	
Cass County - Cumulative	\$ -	\$ -	\$ 1,482,483	\$ 2,850,369	\$ 4,286,692	\$ 4,664,332	\$ 7,999,164	\$ 10,196,646	\$ 12,088,050	\$ 13,507,215	\$ 15,839,031	\$ 17,640,080	
													<b>\$ 52,879,434</b>
													<b>\$ 55,800,000</b>
													2.33%
City of Fargo - Monthly	\$ -	\$ -	\$ 2,822,229	\$ 2,840,073	\$ 2,887,408	\$ 10,352,707	\$ (2,787,573)	\$ 4,212,127	\$ 3,768,817	\$ 2,831,400	\$ 4,759,507	\$ 3,552,660	
Cass County - Monthly	\$ -	\$ -	\$ 1,482,483	\$ 1,367,886	\$ 1,436,322	\$ 377,640	\$ 3,334,832	\$ 2,197,482	\$ 1,891,404	\$ 1,419,165	\$ 2,331,816	\$ 1,801,049	
											check		<b>\$ 52,879,434</b>

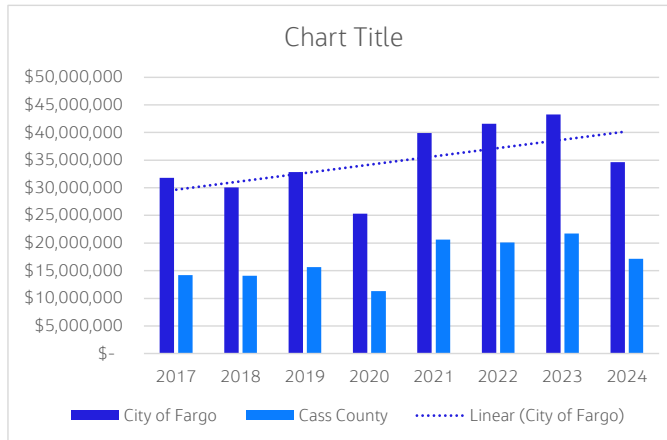
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Cash Budget Target
City of Fargo - Cumulative	\$ -	\$ -	\$ 3,486,512	\$ 5,463,449	\$ 9,826,518	\$ 13,204,342	\$ 15,862,421	\$ 20,774,866	\$ 24,236,866	\$ 27,698,866	\$ 31,160,866	\$ 34,622,866	
Cass County - Cumulative	\$ -	\$ -	\$ 1,777,253	\$ 2,739,429	\$ 4,879,234	\$ 6,533,315	\$ 7,801,283	\$ 10,301,408	\$ 12,017,408	\$ 13,733,408	\$ 15,449,408	\$ 17,165,408	
										<b>FORECASTED VALUES</b>			<b>\$ 51,788,274</b>
													<b>\$ 56,700,000</b>
													1.59%
City of Fargo - Monthly	\$ -	\$ -	\$ 3,486,512	\$ 1,976,936	\$ 4,363,070	\$ 3,377,824	\$ 2,658,079	\$ 4,912,446	\$ 3,462,000	\$ 3,462,000	\$ 3,462,000	\$ 3,462,000	
Cass County - Monthly	\$ -	\$ -	\$ 1,777,253	\$ 962,177	\$ 2,139,804	\$ 1,654,081	\$ 1,267,968	\$ 2,500,125	\$ 1,716,000	\$ 1,716,000	\$ 1,716,000	\$ 1,716,000	
											check		<b>\$ 51,788,274</b>



## Annual Sales Tax Trend

	2017	2018	2019	2020	2021	2022	2023	2024	
<b>Revenues</b>									
City of Fargo	\$ 31,790,784	\$ 30,068,553	\$ 32,835,957	\$ 25,293,683	\$ 39,900,525	\$ 41,606,950	\$ 43,281,539	\$ 34,622,866	3.8374% Average
Actual Growth		-5.417%	9.204%	-22.970%	57.749%	4.277%	4.025%	-20.005%	
Cass County	\$ 14,193,826	\$ 14,066,719	\$ 15,637,755	\$ 11,331,338	\$ 20,605,468	\$ 20,077,388	\$ 21,720,075	\$ 17,165,408	7.033% Average
Actual Growth		-0.896%	11.168%	-27.539%	81.845%	-2.563%	8.182%	-20.970%	

Assumed



**METRO FLOOD DIVERSION AUTHORITY**

Schedule Budget Categories	Program Estimate At Completion (EAC) (2022\$)	Program Actual Cost thru Sept 2024	Balance Remaining	FY 2024 Budget	FY2024 Actual Cost through Sept.	DRAFT FY2025 Cash Budget Version 1	DRAFT FY2025 Cash Budget Version 2
Channel / P3	\$ 109,657,245	\$ 75,407,358	\$ 34,249,887	\$ 14,543,000	\$ 9,872,650	\$ 12,058,000	\$ 12,588,000
Management, Legal, Financial, Procurement	\$ 109,657,245	\$ 75,407,358	\$ 34,249,887	\$ 14,543,000	\$ 9,872,650	\$ 12,058,000	\$ 12,588,000
Milestone Payments to the Developer	\$ 867,046,760	\$ 1,246,760	\$ 865,800,000	\$ 34,854,159	\$ 1,182,755	\$ 232,000,000	\$ 234,000,000
Payments to the Developer	\$ 867,046,760	\$ 1,246,760	\$ 865,800,000	\$ 34,854,159	\$ 1,182,755	\$ 232,000,000	\$ 234,000,000
Other Mitigation / Construction	\$ 39,508,477	\$ 36,223,829	\$ 3,284,648	\$ 800,000	\$ 245,497	\$ -	\$ -
WP-43 Oxbow-Hickson-Bakke	\$ 31,038,478	\$ 28,500,842	\$ 2,537,637	\$ 800,000	\$ -	\$ -	\$ -
WP-28 - Cass County Road 16 and 17 Bridge	\$ 1,900,000	\$ 1,621,370	\$ 278,630	\$ -	\$ -	\$ -	\$ -
WP-26 Diversion Inlet	\$ 70,000	\$ 65,026	\$ 4,974	\$ -	\$ -	\$ -	\$ -
WP-27 Red River - West Embankment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-29 Red River - East Embankment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-30 Wild Rice River Control Structure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-31 I-29 Grade Raise	\$ 3,200,000	\$ 2,856,265	\$ 343,734	\$ -	\$ -	\$ -	\$ -
WP-35 Red River Control Structure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-50 Phase II Demo	\$ 3,300,000	\$ 3,180,326	\$ 119,674	\$ -	\$ 245,497	\$ -	\$ -
ND / MN River Stage 37' Projects	\$ 213,300,001	\$ 169,921,072	\$ 43,378,928	\$ 28,700,000	\$ 9,789,339	\$ 26,500,000	\$ 26,500,000
WP-42 In-Town Levees	\$ 91,000,000	\$ 90,479,952	\$ 520,049	\$ -	\$ -	\$ -	\$ -
Fargo- River Stage 37' Projects	\$ 107,300,000	\$ 79,441,121	\$ 27,858,880	\$ 28,700,000	\$ 9,789,339	\$ 26,500,000	\$ 26,500,000
Clay County - River Stage 37' Projects	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -
Cass County - River stage 37' Projects	\$ 9,000,000	\$ -	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -
Lands and Impacted Property Mitigation	\$ 571,700,000	\$ 489,560,147	\$ 82,139,854	\$ 64,000,000	\$ 52,706,179	\$ 49,237,500	\$ 49,237,500
Management, Legal, Financial, Procurement	\$ 87,200,000	\$ 48,931,252	\$ 38,268,748	\$ 7,250,000	\$ 4,170,232	\$ 6,000,000	\$ 6,000,000
Diversion Channel & Assoc. Infrastructure	\$ 100,622,664	\$ 99,234,052	\$ 1,388,613	\$ 100,000	\$ 111,387	\$ -	\$ -
Southern Embankment & Assoc. Infrastructure	\$ 73,029,036	\$ 66,828,298	\$ 6,200,738	\$ 14,050,000	\$ 15,939,817	\$ 12,000,000	\$ 12,000,000
Mitigation & Assoc. Infrastructure (OHB)	\$ 110,011,994	\$ 108,424,892	\$ 1,587,102	\$ 100,000	\$ 1,107,581	\$ 211,000	\$ 211,000
WP-38 Upstream Staging	\$ 161,836,305	\$ 128,118,995	\$ 33,717,311	\$ 42,500,000	\$ 31,377,162	\$ 31,026,500	\$ 31,026,500
In-Town Flood Protection	\$ 39,000,000	\$ 38,022,658	\$ 977,342	\$ -	\$ -	\$ -	\$ -
Non-Construction Costs	\$ 250,672,755	\$ 170,679,335	\$ 79,993,420	\$ 28,091,050	\$ 16,381,399	\$ 26,696,000	\$ 26,916,000
Engineering & Design Fees	\$ 98,500,000	\$ 63,627,554	\$ 34,872,446	\$ 8,315,850	\$ 5,309,727	\$ 8,930,000	\$ 8,930,000
Management, Legal, Financial, Procurement	\$ 37,467,145	\$ 24,717,521	\$ 12,749,624	\$ 7,550,000	\$ 4,649,271	\$ 7,850,000	\$ 7,850,000
Work-In-Kind Programs (WIK) Studies	\$ 17,130,931	\$ 14,800,695	\$ 2,330,236	\$ 280,000	\$ 147,727	\$ 675,000	\$ 675,000
Indicative Design	\$ 7,185,225	\$ 7,126,537	\$ 58,688	\$ -	\$ -	\$ -	\$ -
Land, Easements, ROW, Relocation & Disposal Areas	\$ 468,330	\$ 456,330	\$ 12,000	\$ -	\$ -	\$ -	\$ -
Permitting	\$ 7,844,690	\$ 5,198,806	\$ 2,645,884	\$ 35,850	\$ 20,000	\$ 5,000	\$ 5,000
Certification	\$ 2,050,000	\$ -	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -
FMDA Detention Funding	\$ 3,000,000	\$ 721,568	\$ 2,278,432	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 23,353,680	\$ 10,606,098	\$ 12,747,582	\$ 450,000	\$ 492,728	\$ 400,000	\$ 400,000
Prog. Management/Legal/Financial/Procurement	\$ 152,172,755	\$ 107,051,781	\$ 45,120,974	\$ 19,775,200	\$ 11,071,672	\$ 17,766,000	\$ 17,986,000
Program Management Costs	\$ 103,231,668	\$ 73,842,313	\$ 29,389,355	\$ 9,632,200	\$ 7,152,528	\$ 8,176,000	\$ 8,176,000
Diversion Authority Operations	\$ 11,468,333	\$ 5,072,082	\$ 6,396,251	\$ 1,650,000	\$ 1,101,948	\$ 1,650,000	\$ 1,650,000
Program Financial Services	\$ 6,475,740	\$ 3,390,997	\$ 3,084,742	\$ 150,000	\$ 169,500	\$ 230,000	\$ 200,000
DA Legal Services	\$ 7,137,015	\$ 8,096,573	\$ (959,558)	\$ 3,500,000	\$ 1,177,066	\$ 3,000,000	\$ 2,500,000
CCJWRD Legal Services	\$ 16,860,000	\$ 11,200,140	\$ 5,659,859	\$ 3,900,000	\$ 986,282	\$ 4,000,000	\$ 4,750,000
Outreach Costs	\$ 7,000,000	\$ 5,449,675	\$ 1,550,325	\$ 943,000	\$ 484,348	\$ 710,000	\$ 710,000
DA Construction Contingency	\$ 163,900,000	\$ 5,264,506	\$ 158,635,494	\$ 5,040,841	\$ 1,569,392	\$ 500,000	\$ 500,000
System Wide Contingency and P3 Comp Events	\$ 17,600,000	\$ -	\$ 17,600,000	\$ -	\$ -	\$ -	\$ -
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities)	\$ 95,900,000	\$ 3,840,954	\$ 92,059,046	\$ 145,841	\$ 145,841	\$ -	\$ -
Southern Embankment & Assoc. Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
In-Town Flood Protection	\$ 6,800,000	\$ 1,423,552	\$ 5,376,448	\$ 4,895,000	\$ 1,423,552	\$ 500,000	\$ 500,000
Land Acquisition	\$ 41,600,000	\$ -	\$ 41,600,000	\$ -	\$ -	\$ -	\$ -
3rd Party MOU Mitigation	\$ 153,414,762	\$ 74,496,628	\$ 78,918,134	\$ 32,920,677	\$ 7,027,209	\$ 49,068,813	\$ 48,473,375
Channel - Utility Relocations & Other Mitigations	\$ 30,100,000	\$ 19,563,318	\$ 10,536,682	\$ -	\$ 852,412	\$ -	\$ -
WP-40 Drayton Dam Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WP-41 Richland/Wilkin County JPA (During Construction)	\$ 36,000,000	\$ 35,367,605	\$ 632,395	\$ -	\$ -	\$ -	\$ -
WP-46 SEAI / UMA Utility Relos	\$ 27,943,905	\$ 12,295,143	\$ 15,648,761	\$ 10,112,722	\$ 1,875,554	\$ 7,962,429	\$ 6,962,429
WP-47 Contracted Utility Relocations	\$ 8,000,000	\$ 2,786,159	\$ 5,213,841	\$ 4,140,525	\$ 2,766,415	\$ 5,600,000	\$ 5,600,000
WP-52 Township & City MOU Agreements	\$ 51,370,858	\$ 4,484,402	\$ 46,886,456	\$ 18,667,430	\$ 1,532,828	\$ 35,506,384	\$ 35,910,946
Net Current Interest / Financing Fees Paid	\$ 75,700,000	\$ 55,507,629	\$ 20,192,370	\$ 6,300,000	\$ 5,461,886	\$ 6,500,000	\$ 6,540,000
P3 Reserve Fund	\$ 16,100,000	\$ -	\$ 16,100,000	\$ -	\$ -	\$ -	\$ -
WIFIA/ SRF DSRA Funding	\$ 15,100,000	\$ -	\$ 15,100,000	\$ -	\$ -	\$ -	\$ -
DA Payment to USACE	\$ 70,700,000	\$ 53,159,000	\$ 17,541,000	\$ -	\$ -	\$ -	\$ -
DA O&M (pre-SC)	\$ 14,900,000	\$ 407,836	\$ 14,492,163	\$ 200,000	\$ 84,149	\$ 325,000	\$ 325,000
Debt Service Total	\$ 330,300,000	\$ 2,687,363	\$ 177,312,637	\$ 864,000	\$ 652,163	\$ 864,000	\$ 864,000
Well Fargo Loan Repayment	\$ 150,300,000	See Note Below	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Refunding Improvement Bonds Repayment	\$ 180,000,000	\$ 2,687,363	\$ 177,312,637	\$ 864,000	\$ 652,163	\$ 864,000	\$ 864,000
A		B	C				
Grand Totals	\$ 2,892,000,000	\$ 1,134,561,463	\$ 1,607,138,537	\$ 216,313,727	\$ 104,972,618	\$ 403,749,313	\$ 405,943,875

A-B \$ 1,757,438,537

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

Funding Sources	FY2025 Budget
Fargo Sales Tax	\$ 44,250,000
Cass County Sales Tax	\$ 22,250,000
Cash On Hand	\$ 9,818,875
Legacy	\$ 70,000,000
SRF	\$ 15,000,000
WIFIA Draws	\$ 232,000,000
Reimbursements	\$ 25,000
Lease/Rental Payments	\$ 500,000
Asset Sales	\$ 1,000,000
Investment Income	\$ 7,500,000
Miscellaneous	\$ 100,000
Draws from Horace Infrastructure Escrow account	\$ 1,500,000
Draws from BRRWD Escrow account	\$ 2,000,000
Total Sources	\$ 405,943,875

Version 2 - Draft FY2025 Budget \$ 405,943,875

Check \$ -



# Diversion Authority Finance Committee Meeting

October 23, 2024

Land Acquisition Directives for Consideration  
Jodi Smith

# Land Acquisition Directives (Action)



LAD Number	Work Package	Property Acquisitions
LAD-ND-Sheyenne River Benching R01	Sheyenne River Benching Project	OINs 1205, 1206, 1209, 1210, 7235, 7239, 9345, 9346, 9351, & 1199X – Property Acquisition Budget = \$165,000
LAD-ND-00038-R07-Christine ROW	Upstream Mitigation Area (WP-38) Flowage Easements	City of Christine owned public right of way – Property Acquisition Budget = \$44,000



FARGO-MOORHEAD AREA DIVERSION PROJECT

**LAND ACQUISITION DIRECTIVE (LAD)**

LAD-ND-Sheyenne River Benching

REV-01

**DATE:** 10/15/2024

**AQUIRING ENTITY:** Cass County Joint Water Resource District (CCJWRD)

**WORK PACKAGE:** Sheyenne River Benching Project, Cass County, ND

**BACKGROUND:**

The Diversion Authority approved a budget for property acquisitions that is intended to provide a source of funding for acquisition for properties that would ultimately be needed for the project.

This Land Acquisition Directive (LAD) will serve as a tracking and reporting tool for property acquisitions.

**PROPERTY ACQUISITIONS:**

The acquisition of property rights on the following properties are recommended and directed. These properties are impacted by the Project and acquisition of property rights is needed for operation. This LAD authorizes the CCJWRD to acquire the necessary property rights for the following parcels.

OIN	Current Owner
1205	TERRY M & KRISTIE M SAUVAGEAU
1206	DEREK J SWENSON
1209	BRUCE C THUE
1210	DEAN ALLEN CAILLIER
7235	TERRY & RENEY HUFFMAN
7239	JEFFREY L JALBERT
9345	HORNE FAMILY LIMITED PRTNR
9346	JOHNSON-HUBBARD FARM ENTERPRISES LLLP
9351	NICOLE L NESS-BERGLUND
1199X	JON D & JULIE B LARSON

**Property Acquisition Budget for above listed OINs: \$165,000**



**ATTACHMENTS:**

- Parcel Map of all listed Property Parcels

**Recommended by:** Dean K. Vetter  
AE2S, LLC

Project Manager



10/15/2024

Signature

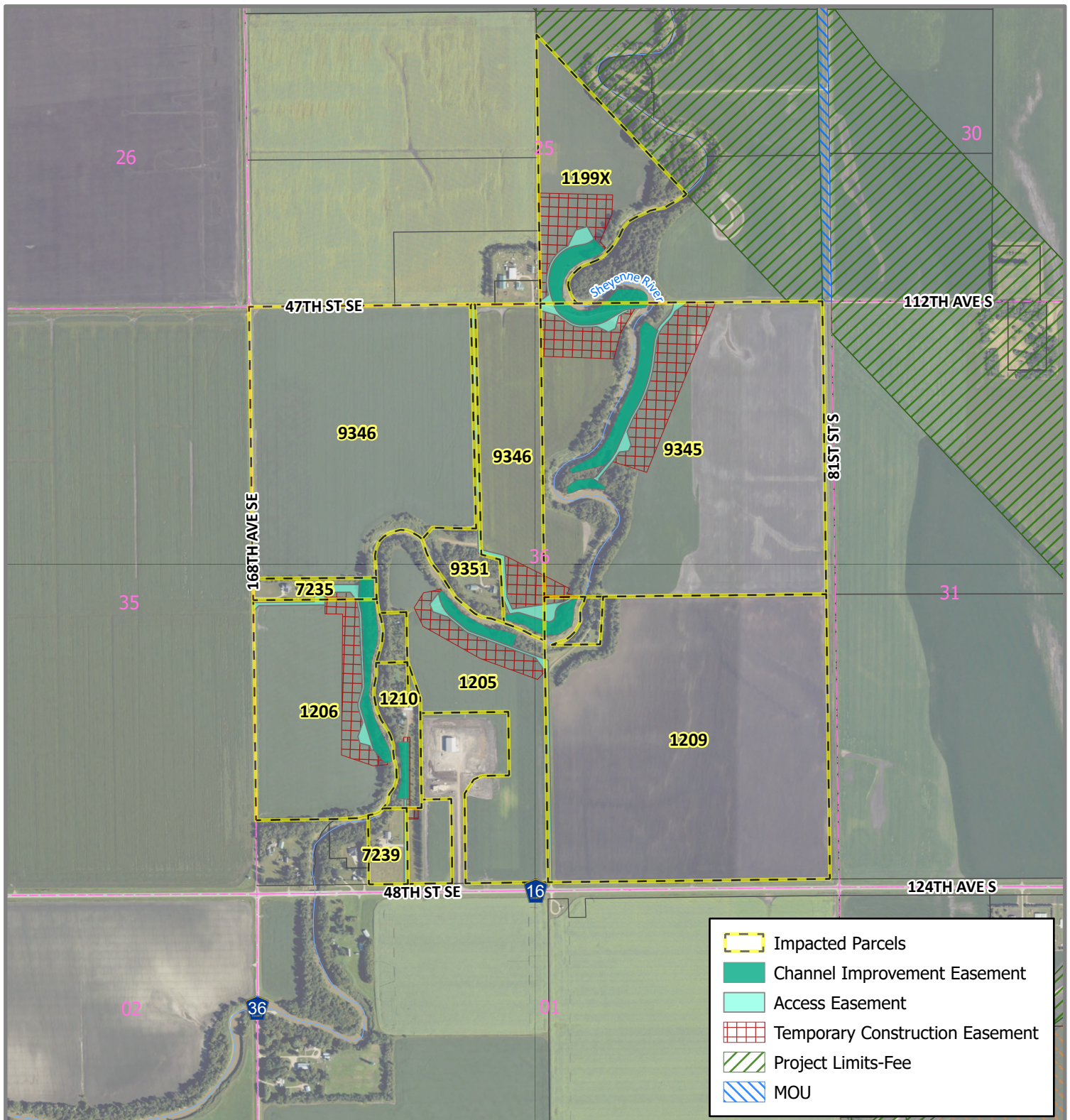
Date

**Directed by:** Bernie Dardis  
Diversion Authority Finance Committee

Finance Committee Chairman  
Title

Signature

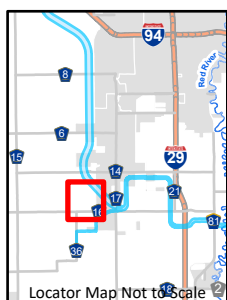
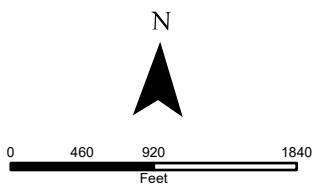
Date



Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Mitigation Projects\Sheyenne River Habitat Improvement Project\Sheyenne Habitat Improvement.aprx | Sheyenne\_Habitat\_Overall



## Sheyenne River Benching Project

### LAD-ND-Sheyenne River Benching R01

Cass County, ND

FM AREA DIVERSION

Map Date: 10/15/2024





FARGO-MOORHEAD AREA DIVERSION PROJECT

**LAND ACQUISITION DIRECTIVE (LAD)**

**LAD-ND-00038 Christine ROW**

**REV-07**

**DATE:** 10/1/2024

**AQUIRING ENTITY:** Cass County Joint Water Resource District (CCJWRD)

**WORK PACKAGE:** Upstream Mitigation Area, WP38, Cass County, ND

City of Christine ROW Flowage Easement

**BACKGROUND:**

The Diversion Authority approved a budget for property acquisitions that is intended to provide a source of funding for acquisition for properties that would ultimately be needed for the project.

This Land Acquisition Directive (LAD) will serve as a tracking and reporting tool for property acquisitions.

**PROPERTY ACQUISITIONS:**

The acquisition of property rights on Platted Right-of-Way within the City of Christine, ND is recommended and directed. This property is impacted by the Project and acquisition of property rights is needed for operation. This LAD authorizes the CCJWRD to acquire the necessary property rights for the City owned Right-of-way.

**Property Acquisition Budget: \$44,000**



**ATTACHMENTS:**

- Map of Impacted ROW

**Recommended by:** Dean K. Vetter  
AE2S, LLC

Project Manager



10/01/2024

Signature

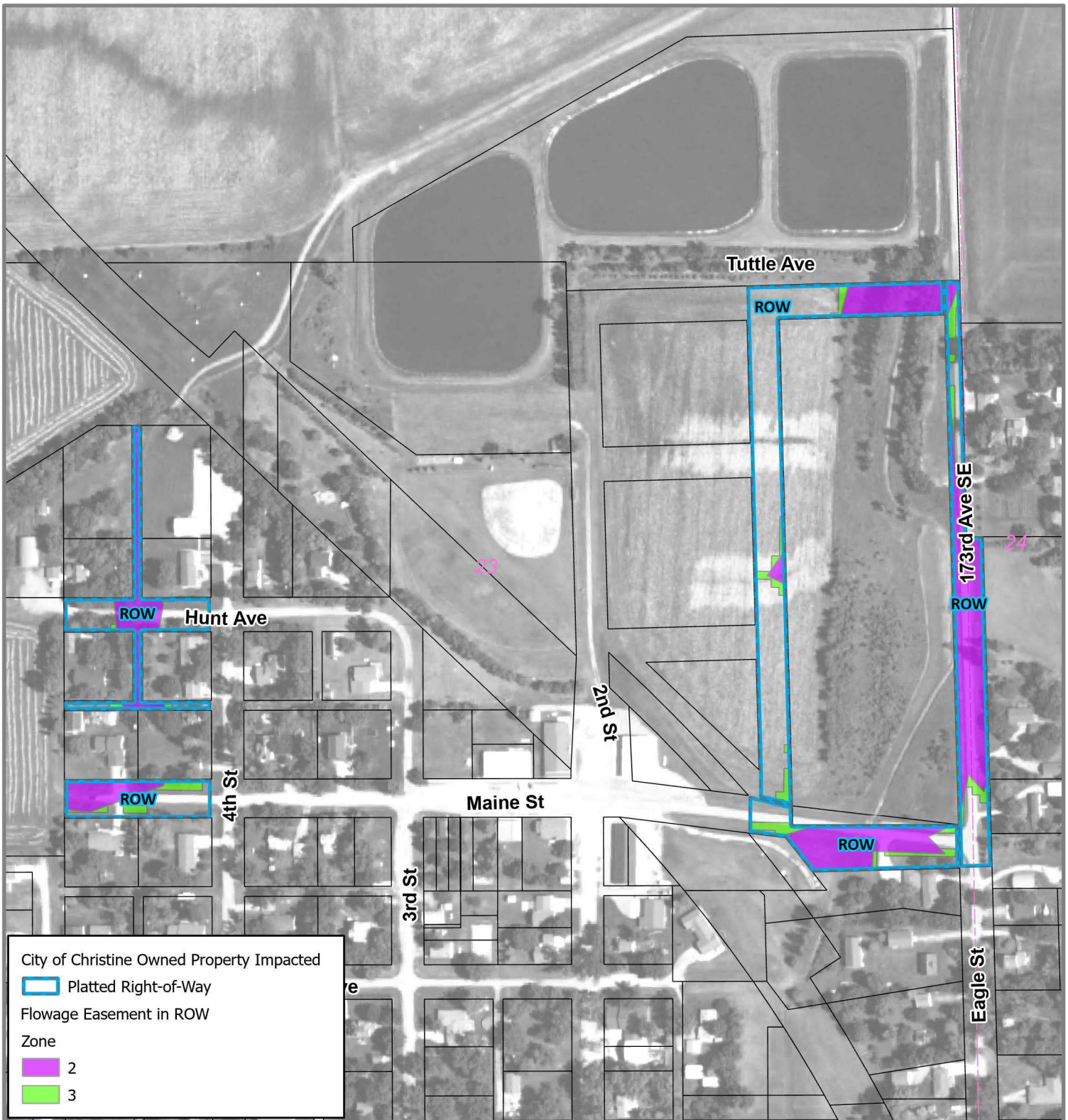
Date

**Directed by:** Bernie Dardis  
Diversion Authority Finance Committee

Finance Committee Chairman  
Title

Signature

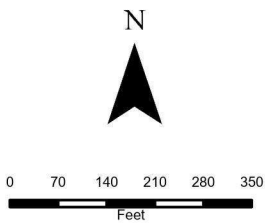
Date



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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Division\012 Lands Program\Mitigation Planning\Christine\Christine Projects\Christine Projects.aprx | Christine\_ROW\_LAD



### City of Christine Right-of-Way Impacted by Flowage Easement

**Richland County, ND**

**FM AREA DIVERSION**  
Map Date: 10/1/2024

