

# Board Agenda



## Diversion Board of Authority

3:30 P.M. - Thursday, March 25, 2021

Virtual Meeting Only

### REVISED AGENDA

1. Call to order
  - a. Roll call of Members
2. Approve minutes from February 25, 2021 meeting  
[Attachment 00.01] (Pg. 3)
3. Approve order of Agenda

### CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Financial Report [Attachment 01.00] (Pg. 11)
- b. Voucher Approval [Attachment 02.00] (Pg. 42)
- c. DA Board Approval MOU and Agreement Actions  
[Attachment 03.00] (Pg. 56)
  - i. MURA for Xcel Energy [Attachment 03.01] (Pg. 59)
  - ii. MOU for Wiser Township [Attachment 03.02] (Pg. 151)

### REGULAR AGENDA:

4. Executive Director Report  
[Attachment 04.00] (Pg. 188)
5. General Counsel Update
  - a. ICS v. Metro Flood Diversion Authority – Settlement Approval  
[Attachment 04.01] (Pg. 190)
6. USACE Project Update
7. Public Outreach Update
  - a. Drone footage flyover of the Diversion Inlet and Wild Rice Control Structures Construction
  - b. Education Sessions for the P3
  - c. Updated MFDA Org Chart  
[Attachment 05.00] (Pg. 194)
8. Land Management Update

- a. Property Acquisition Status Report  
[Attachment 06.00] (Pg. 198)

## 9. Finance Update

- a. Board Approval Contract Actions

## 10. Other Business

- a. Policy on the Disposition and Management of Comprehensive Project Lands [Attachment 07.00] (Pg. 208)
- b. Lluceo Presentation

## 11. Next Meeting: April 22, 2021

## 12. 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.
- View the Meeting at [FMDiversion.com/Meeting](http://FMDiversion.com/Meeting)
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)

**Metro Flood Diversion Authority**

**Board of Authority**

**Meeting Minutes**

**3:30 PM – February 25, 2021**



A virtual meeting of the Metro Flood Diversion Authority Board of Authority was held on February 25, 2021. The following members were present: Shelly Carlson, Mayor, City of Moorhead; Dr. Tim Mahoney, Mayor, City of Fargo; Bernie Dardis, Mayor, City of West Fargo; Chad Peterson, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council; Dave Piepkorn, Fargo City Commissioner; David Ebinger, Clay County Commissioner; John Strand, Fargo City Commissioner; Kevin Campbell, Clay County Commissioner; Mary Scherling, Cass County Commissioner; Rick Steen, Cass County Commissioner and Rodger Olson, Cass County Joint Water Resource District.

No members were absent.

**1. CALL TO ORDER**

Mayor Carlson called the meeting to order at 3:32 PM. Roll call was taken and a quorum was present.

**2. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

**MOTION passed**

Dr. Mahoney moved to approve the minutes from the January 28 meeting and the special February 11 meeting together. Mayor Dardis seconded the motion and on a roll call vote, the motion carried.

**3. APPROVE ORDER OF AGENDA**

**MOTION passed**

Mr. Steen moved to approve the order of the agenda and Mr. Campbell seconded the motion. On a roll call vote, the motion carried.

**APPROVAL OF CONSENT AGENDA**

**MOTION passed**

Dr. Mahoney moved to approve items c, d and e on the consent agenda as one item and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

**REGULAR AGENDA**

**4. EXECUTIVE DIRECTOR REPORT**

Mr. Paulsen began his report highlighting the milestones that have been reached, specifically the permit from the MN DNR relating to the upstream mitigation. There was a small change to item #22 of the permit but nothing that was significant.

## **Metro Flood Diversion Authority**

### **Board of Authority**

### **Meeting Minutes**

**3:30 PM – February 25, 2021**



The House approved bill 1431 and it will now go to the Senate for consideration. If approved, it would make \$435.5 million available to the MFDA in August of 2021.

Mr. Paulsen also provided an update on the P3 and indicated that amendment #1 went to the proposers; there was a slight adjustment to the schedule and the technical responses are due on March 24 with the financial responses due on April 14.

The USACE was provided \$115 million of federal funding for their projects in 2021.

#### **5. GENERAL COUNSEL UPDATE**

##### **Formal Settlement Agreement for Upstream JPA**

Mr. Shockley provided an update on the settlement agreement term sheet and stated that there are no major changes, just a few general proceedings. It has been approved by the JPA and all of the cities that are involved.

**MOTION passed**

**Mr. Strand moved to approve the formal settlement agreement for upstream JPA and Mr. Campbell seconded the motion. On a roll call vote, the motion carried.**

Dr. Mahoney expressed his gratitude to Mr. Strand and Mr. Paulsen for their hard work on making this a reality.

##### **Resolution Confirming Committees**

Mr. Shockley indicated that this was primarily a housekeeping requirement to confirm the current membership of the Public, Land, Finance and Board of Authority committees.

**MOTION passed**

**Mr. Piepkorn moved to accept the resolution confirming committees and Mr. Steen seconded the motion. On a roll call vote, the motion carried.**

Dr. Mahoney asked if an amendment is needed to replace Mr. Judd with Mayor Carlson?

**MOTION withdrawn**

**Mr. Steen moved to replace Mr. Judd with Ms. Carlson and Mr. Olson seconded the motion.**

**Ms. Carlson indicated that the board will remain as a 12-member board until the Moorhead City Council appoints her next month.**

**Mr. Steen moved to withdraw the motion and Mr. Olson seconded the withdrawal.**

##### **Resolution Appointing Vice Chair & Secretary of DA Board**

**MOTION passed**



## Metro Flood Diversion Authority

### Board of Authority

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Mr. Hendrickson moved and Mr. Steen seconded to appoint Mr. Peterson vice chair of the Board of Authority and Ms. Lindblom as the secretary. On a roll call vote, the motion carried.

## 6. USACE PROJECT UPDATE

Ms. Williams provided the following project update:

### 1 Diversion Inlet Structure Construction

Structure includes 3-50 ft. wide Tainter gates. Winter shutdown began on 18 December; work is anticipated to resume late-February. Construction is 46% complete with a required completion date of 7 June 2023. Anticipated remaining schedule:

2020: Foundations/site work, control structure, dam walls.

2021: Concrete piers/abutments, control building.

2022: Install bridge deck, gates, and operating machinery.

2023: Paint gates, seed.

2024: Turf established.

### 2 Wild Rice River Structure Construction

Structure includes 2-40 ft. wide Tainter gates. Winter shutdown began on 18 December. Construction is 14% complete with a required completion date of 22 October 2023.

Anticipated schedule:

2020: Foundations/site work, control structure, approach walls, dam embankment.

2021: Dam walls, control building, dam embankment.

2022: Control building, dam embankment.

2023: Complete excavation, dam embankment, gate installation, seed.

2024: Turf established.

### 3 Red River Structure Design

Structure includes 3-50 ft. wide Tainter gates. The design of this critical-path feature remains on schedule. The 95% review is scheduled to begin late-April 2021. Final plans and specs are scheduled to be completed in late-August 2021.

### 4 Southern Embankment – Reach SE-1 (Western Tieback) Design

This reach was advertised for bids on 15 January; bid opening was delayed due to not having all permits in hand. Construction contract award is scheduled for 2nd quarter FY21.

**5 Southern Embankment – Reach SE-1B Design.** Detailed design began November 2020.

### 6 Southern Embankment – Reach SE-2A and 2B Design

The 65% design review by the DA is scheduled to begin late-February 2021. Final plans and specifications are scheduled for November 2021. Reach SE-2B design is scheduled to start in March 2021.

### 7 I-29 Raise Design

Bids from prequalified sources are currently due 11 March, if permits are in hand.

### 8 Drain 27 Wetland Mitigation Project Design

## Metro Flood Diversion Authority

### Board of Authority

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The 65% design review is complete and the 95% is scheduled to begin in March 2021. Award of a construction contract was scheduled for September 2021 but will likely be delayed due to land acquisition.

#### 9 Drayton Dam Mitigation Project

The design has re-commenced with the goal of having final plans and specs in August 2021. This mitigation project includes replacing the existing dam to incorporate fish passage. An Environmental Assessment was completed in 2013.

Dr. Mahoney asked what permits are currently outstanding. Ms. Williams indicated that they are waiting on the release of the SWC permits.

Mr. Peterson shared that there is a lot of interest on the I-94 project and that many bidders have already pre-qualified.

## 7. PUBLIC OUTREACH

### Communications Director Update

Ms. Darling provided an overview of the communications department after her first 74 days. She indicated that she is building a foundation and planning. The focus on outreach has brought the Project to where it is now.

### COMMUNICATIONS VIEW

High-level view of the communications landscape for this project

### CORE INITIATIVES

Priorities we must keep moving over the next six-months while the local team is being built

### COMMUNICATION CHANNELS

Streamline and evolve the ways we're communicating to educate, build community engagement and awareness

### NEXT STEPS

Drive strategic initiatives to stay on schedule while building the local team

### 2021 COMMUNICATIONS BUDGET

Previous spend, current spend and savings

Ms. Darling indicated that it is vital that we focus on the core initiatives that will be our priorities over the next six months.

## Metro Flood Diversion Authority

### Board of Authority

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- **Build** the communications team
- **Engage** ND Legislative Assembly funding
- **Align** communications approach to all constituents
- **Brand** language, visuals, templates, project status
- **Proactive** media relations
- **Strengthen** impacted landowner communications
- **Build** national coalition partnerships
- **Enhance** partner communications (Corps, Fargo-Moorhead, Cass, Clay, MN DNR, ND OSE, consultants)
- **P3** strategic planning, announcement, onboarding, transition to construction
- **Activate** opportunities at key events

The team is also working on branding and gaining consistency with the Project and Authority names and the multiple logos that have been used in the past.

A consistent message needs to be conveyed on all of our communication channels which will entail a lot of updating, especially with the website.

Ms. Darling outlined the next steps in the communications approach and those that will be on the team.

#### High level strategic support during transition – PR for Good (local)

- Plan for and activate communications in high visibility phase
- Expertise to support critical move to construction phase
- **Full Team**
  - Joanne Henry (Local) - proactive media relations, project management support, community outreach
  - Mike Klein (National Expert) - P3 communications, strategic planning, onboarding, transition to construction
  - Photographer (Local) - visual media repository and website
  - Videographers (Local) - podcasts, interviews, project storyline (history, overview, future)
  - Graphic design (Local) - brand alignment, templates, project newsletter

The 2021 budget will result in an anticipated \$502,140 savings from prior year.

## **Metro Flood Diversion Authority**

### **Board of Authority**

### **Meeting Minutes**

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#### **2021 Communications Budget**

**Original      \$969,140      Funds previously included in AE2S 2021**

New            \$237,000      PR for Good contract

New            \$ 60,000      GA Group (previously approved)

New            \$170,000      Creative Media Team – Photo, Video, Web

**SAVINGS      \$502,140**

#### **Recap**

#### **COMMUNICATIONS VIEW**

High-level view of the communications landscape for this project

#### **CORE INITIATIVES**

Priorities we must keep moving over the next six-months while the local team is being built

#### **COMMUNICATION CHANNELS**

Streamline and evolve the ways we're communicating to educate, build community engagement and awareness

#### **NEXT STEPS**

Drive strategic initiatives to stay on schedule while building the local team

#### **2021 COMMUNICATIONS BUDGET**

Previous spend, current spend and savings

## Metro Flood Diversion Authority

### Board of Authority

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### MFDA Org Chart

Mr. Paulsen discussed the organizational chart and indicated that the director of finance position is open and there will be other positions becoming available as well.

## 8. LAND MANAGEMENT

Mrs. Scherling reported that all of the properties that are needed for the channel have been acquired.

567 properties have been acquired to date and the Phase II flowage easement appraisals have been initiated on 494 properties.

Negotiations continue on the Drain 27 parcels and lands for the Red River control structure.

A lot of progress continues to be made and we continue to stay on time and on schedule. It is anticipated, however, that there still may be a handful of properties that will go before Cass County to obtain them via LRED.

The committee continues to work on the excess lands policy.

## 9. FINANCE COMMITTEE

Mayor Dardis gave an update on the finance committee meeting.

Mayor Dardis indicated that the PR for Good contract was approved at \$237,000 for a new one-year contract and that the Crown Appraisal MSA was also approved.

### **MOTION passed**

**Mayor Dardis moved to approve the PR for Good new contract and Mr.**

**Hendrickson seconded the motion. On a roll call vote, the motion carried.**

Dr. Mahoney expressed his dissatisfaction with the communications department, the fact that a poll that was done without consent and the lack of local hires. He indicated that the process needs to be re-evaluated.

Mr. Peterson indicated that he is supportive of the PR for Good contract for one year as it will serve as a bridge. He stressed that there is no shortage of people in the FM area who are capable of filling these roles.

**Metro Flood Diversion Authority**

**Board of Authority**

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Mr. Campbell does not support the contract and indicated that there is a lot of local talent that would be qualified. With no RFP process, it sends the message that PR for Good was handpicked.

**MOTION passed**

Mr. Olson moved to approve the Crown Appraisal MSA and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.

**10. OTHER BUSINESS**

**Policy on the Disposition and Management of Comprehensive Lands**

Mr. Paulsen indicated that the policy was tabled at the land committee meeting and asked that item #10 not be considered at this time.

**11. EXECUTIVE SESSION**

**MOTION passed**

At 4:34 PM Dr. Mahoney moved and Mr. Piepkorn seconded the motion to go into executive session. On a voice vote, all were in favor and the motion carried.

The Board returned from executive session at 5:18 PM.

**12. The next meeting will be held on March 25, 2021.**

**13. ADJOURNMENT**

**MOTION passed**

Mr. Peterson moved and Mayor Dardis seconded to adjourn. The meeting adjourned at 5:18 PM.

FM Metropolitan Area Flood Risk Management Project  
 Fiscal Accountability Report Design Phase (Fund 790)  
 As of 02/28/21

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Cumulative Totals
<b>Revenues</b>												
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	42,565,943	30,112,100	30,150,091	32,835,957	30,746,840	-	229,263,214
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	115,636,848	13,925,658	14,305,401	15,637,755	15,716,168	-	238,074,113
State Water Commission	-	-	3,782,215	602,918	31,056,740	104,501,111	25,892,783	9,227,010	26,655,616	70,336,121	671	272,055,184
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	-	-	706,805
City of Oxbow MOU Repayment	-	-	-	-	-	428,392	1,158,044	-	358,178	878,020	-	2,822,634
Reimbursements	-	-	-	-	-	33,880	44,719	27,396	22,600	40,007	-	168,602
Lease/Rental Payments	-	-	17,358	154,180	180,341	260,806	354,466	527,903	653,883	800,705	5,350	2,954,991
Asset Sales	-	-	-	616,774	315,892	175,190	114,479	-	-	13,234	-	1,235,569
Interest Income	-	-	-	-	-	-	505,157	1,246,875	1,885,896	1,832,979	98,541	5,569,448
Miscellaneous	-	-	226	626	427	-	2,600	356	-	651	-	4,886
<b>Total Revenues</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,517,491</b>	<b>44,425,900</b>	<b>94,465,339</b>	<b>250,341,802</b>	<b>72,110,007</b>	<b>55,485,032</b>	<b>78,049,884</b>	<b>120,364,724</b>	<b>104,561</b>	<b>752,855,448</b>
<b>Expenditures</b>												
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	309,020	729,947	849,081	1,201,725	1,965,872	326,770	6,349,898
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,975,689	2,907,309	2,142,880	2,516,133	3,189,305	17,974	36,264,876
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	9,315,429	15,211,372	6,817,589	8,326,357	10,369,118	1,778	70,720,104
7925 WIK - Recreation	-	163,223	-	-	-	-	-	-	40,000	75,000	-	278,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	52,472,770	38,286,144	8,114,895	30,223,861	66,181,511	8,039,476	282,935,912
7931 LERRDS - Minnesota	-	27,996	287,907	13,068	32,452	1,815,566	25,949	4,914	5,352	2,372,076	-	4,585,280
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	256,326	69,283	12,357	97,512	1,341	1,023,999
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	43,084,726	5,267,083	4,384,090	18,183,794	9,690,107	11,117	101,628,609
7951 Construction - Minnesota	-	-	-	-	-	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	791,619	10,907,637	4,111,617	369,936	1,104,928	-	33,612,243
7955 Construction Management	-	-	-	556,209	2,867,422	5,746,224	1,002,575	296,092	685,741	444,536	-	11,598,798
7980 Operations & Maintenance	-	-	-	-	-	6,403	28,538	41,493	35,328	8,824	-	120,586
7990 Project Financing	-	50,000	70,000	216,376	566,600	6,944,623	6,914,504	9,879,405	11,434,046	11,954,124	115,171	48,144,849
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	(0)	-	-	-	-	221,568	-	-	-	-	221,684
<b>Total Expenditures</b>	<b>984,750</b>	<b>17,005,957</b>	<b>11,990,261</b>	<b>45,324,414</b>	<b>95,896,147</b>	<b>170,741,069</b>	<b>82,988,952</b>	<b>36,711,339</b>	<b>73,034,630</b>	<b>107,452,913</b>	<b>8,513,628</b>	<b>650,644,061</b>

**FM Metropolitan Area Flood Risk Management Project  
Statement of Net Position  
February 28, 2021**

	<u><b>Amount</b></u>
<b>Assets</b>	
Cash	\$ 86,842,676
Receivables	
State Water Commission *	14,014,944
Cass County	1,359,047
Misc	651
Prepaid Expense	95,934
<b>Total assets</b>	<u><b>102,313,253</b></u>
 <b>Liabilities</b>	
Vouchers payable	287,753
Retainage payable	483,549
Rent Deposit	10,700
<b>Total liabilities</b>	<u><b>782,001</b></u>
 <b>NET POSITION</b>	 <u><u><b>\$ 101,531,251</b></u></u>

\* Receivable balance is as of 1/31/2021



FM Metropolitan Area Flood Risk Management Project  
FY 2019 Summary Cash Budget Report ( In Thousands)  
As of 28 Feb 2021

	2021 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
<b>Revenue Sources</b>						
City of Fargo	32,000	-	2,808,039			
Cass County	16,000	-	3,025,783			
State of ND - 50 % Match	109,900	1	10,126,124			
State of ND - 100% Match	-	-	2,801,614			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
City of Oxbow MOU Reimbursement	-	-	-			
Financing Proceeds	200	48	125,095			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	1,100	5	87,267			
Miscellaneous	60,712	-	-			
<b>Total Revenue Sources</b>	<b>219,912</b>	<b>54</b>	<b>18,973,922</b>	<b>-</b>	<b>-</b>	<b>(18,754,010)</b>
<b>Funds Appropriated</b>						
Diversion Channel & Assoc. Infrastructure	52,010	736	1361	3%	2,685	47,964
Southern Embankment & Assoc. Infrastructure	1,410	68	182	13%	501	727
Other Mitigation Projects	38,500	18	308	1%	3,666	34,527
In-Town Flood Protection	35,249	20	29	0%	176	35,044
Enabling Work / Other	62	3	3	0%	-	59
Land Acquisition & Mitigation	69,096	15,886	16196	23%	27,552	25,348
Engineering & Design Fees	3,035	249	444	15%	3,922	(1,331)
Program Management	12,421	1,016	1844	15%	64,523	(53,946)
Contingency	-	-	0	0%	-	-
Debt Service	8,000	46	137	2%	1,094	6,769
Maintenance	130	-	0	0%	-	130
<b>Total Appropriations</b>	<b>219,912</b>	<b>18,041</b>	<b>20,504</b>	<b>9%</b>	<b>104,119</b>	<b>95,290</b>

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, March 16, 2021

Data Through Date: Sunday February, 28 2021

**Summary of Expenses****EXP-2021-02**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-0000-206.10-00	3/4/2021	310178	MEYER CONTRACTING INC	\$5,000.00	PAY VENDOR RETAINAGE	V04401	OHB RING LEVEE PHASES C&D
<b>Retainage</b>				<b>\$5,000.00</b>			
790-7910-429.11-00	2/4/2021	309592	CASS COUNTY FINANCE	\$61,937.50	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$61,937.50	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$61,937.50	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Full Time Staff / Salary</b>				<b>\$61,937.50</b>			
790-7910-429.20-01	2/4/2021	309592	CASS COUNTY FINANCE	\$3,396.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$3,396.00	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$3,396.00	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Employee Benefits / Health Insurance</b>				<b>\$3,396.00</b>			
790-7910-429.20-03	2/4/2021	309592	CASS COUNTY FINANCE	\$160.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$160.00	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$160.00	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Employee Benefits / Dental Insurance</b>				<b>\$160.00</b>			
790-7910-429.21-01	2/4/2021	309592	CASS COUNTY FINANCE	\$2,162.81	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$2,162.81	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$2,162.81	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Employee Benefits / FICA 6.2%</b>				<b>\$2,162.81</b>			
790-7910-429.21-02	2/4/2021	309592	CASS COUNTY FINANCE	\$883.44	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$883.44	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$883.44	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Employee Benefits / Medicare 1.45%</b>				<b>\$883.44</b>			
790-7910-429.22-07	2/4/2021	309592	CASS COUNTY FINANCE	\$6,881.54	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$6,881.54	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$6,881.54	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Employee Benefits / Retirement Diversion</b>				<b>\$6,881.54</b>			
790-7910-429.25-00	2/4/2021	309592	CASS COUNTY FINANCE	-\$265.36	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$265.36	REV 12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$265.36	12.31.20 AP-2.4.21 CK	V00106	ED & STAFF-PR/ADMIN EXP
<b>Workers Compensation / Unemployment</b>				<b>-\$265.36</b>			

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790-7910-429.33-20	2/21/2021	JB02210016	CITY OF FARGO-AUDITORS OFFICE	\$5,378.31	CHARGE FOR COF TIME-02/21	V00102	General & Admin. WIK
<b>Other Services / Accounting Services</b>				<b>\$5,378.31</b>			
790-7910-429.33-25	2/18/2021	309939	OXBOW, CITY OF	\$ 575.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	3/5/2021	847	P CARD BMO	\$ 102,616.28	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$103,191.28</b>			
790-7910-429.34-20	2/18/2021	309917	KLEIN, MICHAEL H	\$9,965.25	COMMUNICATION CONSULTING	V07201	COMMUNICATION CONSULTING
	2/18/2021	309945	PR FOR GOOD, INC	\$5,805.00	COMMUNICATIONS SUPPORT	V07101	COMMUNICATIONS SUPPORT
	2/18/2021	309945	PR FOR GOOD, INC	\$4,170.00	COMMUNICATIONS SUPPORT	V07101	COMMUNICATIONS SUPPORT
<b>Technical Services / Marketing/PR Services</b>				<b>\$19,940.25</b>			
790-7910-429.44-10	2/14/2021	JB02210006	CITY OF FARGO-AUDITORS OFFICE	\$10,080.00	2021 CIVIC CENTER RENT	V00102	General & Admin. WIK
<b>Other Services / Land and Building Rentals</b>				<b>\$10,080.00</b>			
790-7910-429.53-20	2/4/2021	309592	CASS COUNTY FINANCE	\$499.78	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
<b>Communications / Cellular Phone Service</b>				<b>\$499.78</b>			
790-7910-429.61-10	2/4/2021	309592	CASS COUNTY FINANCE	\$4,644.54	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
<b>General Supplies / Office Supplies</b>				<b>\$4,644.54</b>			
790-7910-429.68-30	2/4/2021	309592	CASS COUNTY FINANCE	\$293.06	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
<b>Miscellaneous / Meeting Incidentals</b>				<b>\$293.06</b>			
790-7910-429.74-12	2/4/2021	309592	CASS COUNTY FINANCE	\$256.11	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
<b>Capital Outlay / Computer Software</b>				<b>\$256.11</b>			
790-7915-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$360.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$540.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$360.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$702.50	DELVEOP DRAFT OPERATIONS	V01615	DRAFT OPERATIONS PLAN
	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$17,026.75	PERMIT SUBMITTAL	V01616	PERMIT SUBMITTAL PREP
	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	\$3,336.63	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	\$6,893.85	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	\$46,667.28	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	\$9,516.30	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	\$6,618.67	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$18,573.00	I-29 GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN

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	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$4,051.00	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
	2/18/2021	309867	AECOM TECHNICAL SERVICES, INC	\$17,973.50	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$6,946.75	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$47,776.94	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$540.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$360.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$360.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$702.50	R/V 12.31.20 AP-2.18.21CK	V01615	DRAFT OPERATIONS PLAN
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$17,026.75	R/V 12.31.20 AP-2.18.21CK	V01616	PERMIT SUBMITTAL PREP
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$18,573.00	R/V 12.31.20 AP-2.18.21CK	V01620	SEAI-I29 GRADE RAISE DSGN
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$4,051.00	R/V 12.31.20 AP-2.18.21CK	V01622	MITIGATION SUPPORT SRVCS
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$47,776.94	R/V 12.31.20 AP-2.18.21CK	V01626	WORK-IN-KIND (WIK)
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$6,946.75	R/V 12.31.20 AP-2.18.21CK	V01631	PERMIT COMPLIANCE MONITOR
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$46,667.28	R/V 12.31.20 AP-2.18.21CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$9,516.30	R/V 12.31.20 AP-2.18.21CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$6,893.85	R/V 12.31.20 AP-2.18.21CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$6,618.67	R/V 12.31.20 AP-2.18.21CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$3,336.63	R/V 12.31.20 AP-2.18.21CK	V02601	CULTURAL INVESTIGATION
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$540.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$360.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$360.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$702.50	12.31.20 AP-2.18.21 CK	V01615	DRAFT OPERATIONS PLAN
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$17,026.75	12.31.20 AP-2.18.21 CK	V01616	PERMIT SUBMITTAL PREP
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$18,573.00	12.31.20 AP-2.18.21 CK	V01620	SEAI-I29 GRADE RAISE DSGN
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$4,051.00	12.31.20 AP-2.18.21 CK	V01622	MITIGATION SUPPORT SRVCS
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$47,776.94	12.31.20 AP-2.18.21 CK	V01626	WORK-IN-KIND (WIK)
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$6,946.75	12.31.20 AP-2.18.21 CK	V01631	PERMIT COMPLIANCE MONITOR
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$46,667.28	12.31.20 AP-2.18.21 CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$9,516.30	12.31.20 AP-2.18.21 CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$6,893.85	12.31.20 AP-2.18.21 CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$6,618.67	12.31.20 AP-2.18.21 CK	V02601	CULTURAL INVESTIGATION
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$3,336.63	12.31.20 AP-2.18.21 CK	V02601	CULTURAL INVESTIGATION
<b>Other Services / Engineering Services</b>				<b>\$187,343.17</b>			
790-7920-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$67,678.24	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$67,678.24	R/V 12.31.20 AP-2.18.21CK	V01601	HMG - PROJECT MANAGEMENT

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	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$67,678.24	12.31.20 AP-2.18.21 CK	V01601	HMG - PROJECT MANAGEMENT
<b>Other Services / Engineering Services</b>				<b>\$67,678.24</b>			
790-7920-429.33-79	2/18/2021	309887	CH2M HILL ENGINEERS INC	\$410,093.60	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	2/18/2021	309887	CH2M HILL ENGINEERS INC	\$448,435.25	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	2/18/2021	309939	OXBOW, CITY OF	\$1,778.40	MOORE ENGINEERING, INC,	V02421	OXBOW MOU-MOORE PROJ MGMT
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$410,093.60	R/V 12.31.20 AP-2.18.21CK	V00211	CH2M HILL-6/2019-12/2021
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$448,435.25	R/V 12.31.20 AP-2.18.21CK	V00212	P3 PROCUREMENT SUPPORT
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$410,093.60	12.31.20 AP-2.18.21 CK	V00211	CH2M HILL-6/2019-12/2021
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$448,435.25	12.31.20 AP-2.18.21 CK	V00212	P3 PROCUREMENT SUPPORT
<b>Other Services / Construction Management</b>				<b>\$860,307.25</b>			
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,339.00	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,444.75	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
	2/11/2021	309759	HOUSTON-MOORE GROUP LLC	\$10,736.71	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$21,374.40	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$21,353.30	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$36,720.72	HDR ENGINEERING, INC.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$78,024.60	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$56,172.10	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	3/4/2021	310158	HOUSTON-MOORE GROUP LLC	\$27,775.33	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
	3/4/2021	310096	ADVANCED ENGINEERING INC	\$240,353.72	DIVERSION ENG SERVICES	V00302	PROGRAM MGMT SERVICES
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$78,024.60	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$56,172.10	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$36,720.72	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$21,374.40	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$21,353.30	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$4,444.75	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,339.00	REV 12.31.20 AP-2.11.21CK	V01203	Cass Joint Water OHB
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$10,736.71	REV 12.31.20 AP-2.11.21CK	V01628	BOUNDARY SURVEYING SRVCS
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$301,300.08	REV 12.31.20 AP-2.4.21 CK	V00302	PROGRAM MGMT SERVICES
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$78,024.60	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$56,172.10	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$36,720.72	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$21,374.40	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$21,353.30	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE

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	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$4,444.75	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,339.00	12.31.20 AP-2.11.21 CK	V01203	Cass Joint Water OHB
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$10,736.71	12.31.20 AP-2.11.21 CK	V01628	BOUNDARY SURVEYING SRVCS
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$301,300.08	12.31.20 AP-2.4.21 CK	V00302	PROGRAM MGMT SERVICES
<b>Other Services / Engineering Services</b>				<b>\$498,294.63</b>			
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$123.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,968.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,542.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,020.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$7,832.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$15,619.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$39,472.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,652.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,897.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$744.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,432.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$659.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$23,900.58	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$6,284.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$24.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$592.60	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,091.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$118.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$944.69	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,578.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$236.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$236.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$108.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$186.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$136.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$214.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,015.74	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$83.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,246.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$279.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, March 16, 2021

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**Summary of Expenses****EXP-2021-02**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$270.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$360.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$201.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$605.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$183.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$88.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,574.18	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$251.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$517.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$133.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$723.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$827.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,528.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,130.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,291.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,607.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$844.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$140.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$39.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,698.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$592.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	3/5/2021	847	P CARD BMO	\$93.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
	3/5/2021	847	P CARD BMO	\$277,849.94	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$39,472.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$23,900.58	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$15,619.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$7,832.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$6,284.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$4,130.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$3,574.18	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$3,246.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$3,020.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,607.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,578.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,542.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE



**METRO FLOOD DIVERSION AUTHORITY**

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**Summary of Expenses****EXP-2021-02**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,528.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,432.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,291.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,015.74	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,897.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,698.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,652.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,091.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$944.69	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$844.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$827.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$744.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$723.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$659.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$605.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$592.60	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$592.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$517.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$360.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$279.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$270.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$251.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$236.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$236.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$214.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$201.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$186.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$183.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$140.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$136.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$133.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$118.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$108.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$88.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$83.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE



**METRO FLOOD DIVERSION AUTHORITY**

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	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$39.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$24.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$123.00	REV 12.31.20 AP-2.11.21CK	V01202	Cass Joint Water DPAC
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$2,968.00	REV 12.31.20 AP-2.11.21CK	V01203	Cass Joint Water OHB
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$39,472.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$23,900.58	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$15,619.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$7,832.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$6,284.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$4,130.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$3,574.18	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$3,246.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$3,020.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,607.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,578.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,542.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,528.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,432.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,291.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,015.74	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,897.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,698.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,652.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,091.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$944.69	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$844.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$827.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$744.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$723.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$659.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$605.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$592.60	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$592.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$517.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$360.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE

**METRO FLOOD DIVERSION AUTHORITY**

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	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$279.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$270.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$251.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$236.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$236.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$214.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$201.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$186.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$183.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$140.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$136.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$133.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$118.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$108.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$88.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$83.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$39.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$24.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$123.00	12.31.20 AP-2.11.21 CK	V01202	Cass Joint Water DPAC
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$2,968.00	12.31.20 AP-2.11.21 CK	V01203	Cass Joint Water OHB
<b>Other Services / Legal Services</b>				<b>\$421,786.73</b>			
790-7930-429.33-32	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$27,825.00	PACHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$27,825.00	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$27,825.00	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
<b>Other Services / Appraisal Services</b>				<b>\$27,825.00</b>			
790-7930-429.33-79	2/18/2021	309887	CH2M HILL ENGINEERS INC	\$7,137.77	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$7,137.77	R/V 12.31.20 AP-2.18.21CK	V00210	CH2M HILL-LAND ACQUISITON
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$7,137.77	12.31.20 AP-2.18.21 CK	V00210	CH2M HILL-LAND ACQUISITON
<b>Other Services / Construction Management</b>				<b>\$7,137.77</b>			
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	BRIAN/KELLY DUCHSCHERER	V01704	ND LAND - BIOTIC GEO MORP
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	MICHAEL AND JANET DULLEA	V01704	ND LAND - BIOTIC GEO MORP
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	STEPHEN/VICKIE BOUTIETTE	V01704	ND LAND - BIOTIC GEO MORP
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,250.00	7 HORSESHOE BEND LLC	V01704	ND LAND - BIOTIC GEO MORP

**METRO FLOOD DIVERSION AUTHORITY**

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Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	RODNEY & PATRICIA HANGGI	V01704	ND LAND - BIOTIC GEO MORP
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	JEREMY AND NICHOLE HOLCK	V01704	ND LAND - BIOTIC GEO MORP
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$500.00	ED AND MARILYN WILSON	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,250.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$750.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$750.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$500.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$250.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$250.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$250.00	REV 12.31.20 AP-2.11.21CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,250.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$750.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$750.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$500.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$250.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$250.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$250.00	12.31.20 AP-2.11.21 CK	V01704	ND LAND - BIOTIC GEO MORP
<b>Technical Services / Right of Entry Requests</b>				<b>\$4,000.00</b>			
790-7930-429.38-99	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,158.50	KAREN KLEIN MEDITATION	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$4,158.50	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$4,158.50	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
<b>Other Services / Other Services</b>				<b>\$4,158.50</b>			
790-7930-429.41-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$31.32	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$31.32	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$27.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$31.32	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$27.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
<b>Utility Services / Water and Sewer</b>				<b>\$58.32</b>			
790-7930-429.52-70	2/18/2021	309972	WATTS AND ASSOCIATES, INC	\$8,701.29	CROP INS PRODUCT DEVEL	V06901	CROP INSURANCE DEVELOPMNT
<b>Insurance / Crop Loss</b>				<b>\$8,701.29</b>			
790-7930-429.61-50	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$26.15	UPS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$30.09	UPS	V01201	Cass Joint Water ROE

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	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$8.74	UPS	V01201	Cass Joint Water ROE
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$21.94	UPS	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$30.09	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$26.15	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$21.94	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$8.74	REV 12.31.20 AP-2.11.21CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$30.09	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$26.15	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$21.94	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$8.74	12.31.20 AP-2.11.21 CK	V01201	Cass Joint Water ROE
<b>General Supplies / Postage</b>				<b>\$86.92</b>			
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$111.70	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$48.86	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,269.56	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$113.36	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$23.48	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$50.76	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$100.87	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,269.56	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$113.36	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$111.70	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$100.87	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$50.76	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$48.86	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$23.48	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,269.56	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$113.36	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$111.70	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$100.87	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$50.76	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$48.86	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$23.48	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
<b>Energy / Electricity</b>				<b>\$1,718.59</b>			
790-7930-429.62-52	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,061.21	DAKOTA PLANS AG	V01701	ND LAND PURCH-OUT OF TOWN

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	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,061.21	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,061.21	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
<b>Energy / Propane</b>				<b>\$1,061.21</b>			
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$500.00	MARK BERNSTEIN	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$420.00	MARK COTTRELL	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,370.00	MATT GRONBACK	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$800.00	SARAH CHRISTMANN	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$420.00	ANNETTE RASILE	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$800.00	DENNIS HOLMEN	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$115.62	DAVID AND KAREN BRAKKEN	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,370.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$800.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$800.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$500.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$420.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$420.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$115.62	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,370.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$800.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$800.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$500.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$420.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$420.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$115.62	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
<b>Relocation / Residential Buildings</b>				<b>\$4,425.62</b>			
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$259,591.06	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,011,265.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$948,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,330,179.82	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,971,185.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	-\$500.00	PHYLLIS JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	PHYLLIS JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$64,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	-\$480,000.00	CLERK OF COURT	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI			V01701	

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	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$48,643.12	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$728,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$22,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
	2/18/2021	309885	CASS COUNTY JOINT WATER RESOURCE DI	\$6,631,263.22	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/18/2021	309885	CASS COUNTY JOINT WATER RESOURCE DI	\$818,254.84	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/8/2021	JB14200019	CITY OF FARGO-AUDITORS OFFICE	\$19,000.00	5214 CLERK OF COURT REFND	V01701	ND LAND PURCH-OUT OF TOWN
	2/8/2021	JB14200019	CITY OF FARGO-AUDITORS OFFICE	\$6,830.00	0566 CLERK OF COURT REFND	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$3,971,185.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,330,179.82	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,011,265.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$948,000.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$728,000.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$259,591.06	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$64,000.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$48,643.12	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$22,000.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$480,000.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$750.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$500.00	REV 12.31.20 AP-2.11.21CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/2/2021	2375	CITY OF FARGO-AUDITORS OFFICE	-\$6,830.00	566-CLK OF COURT REFUND	V01701	ND LAND PURCH-OUT OF TOWN
	2/2/2021	2376	CITY OF FARGO-AUDITORS OFFICE	-\$19,000.00	5214-CLK OF COURT REFUND	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$3,971,185.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,330,179.82	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,011,265.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$948,000.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$728,000.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$259,591.06	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$64,000.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$48,643.12	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$22,000.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$480,000.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$750.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$500.00	12.31.20 AP-2.11.21 CK	V01701	ND LAND PURCH-OUT OF TOWN
	2/24/2021	JB14200039	CITY OF FARGO-AUDITORS OFFICE	-\$750.00	RCLS OIN 820 DEPOSIT RTRN	V01701	ND LAND PURCH-OUT OF TOWN
	2/24/2021	JB14200039	CITY OF FARGO-AUDITORS OFFICE	\$500.00	CASS COUNTY JOINT WATER R	V01701	ND LAND PURCH-OUT OF TOWN

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, March 16, 2021

Data Through Date: Sunday February, 28 2021

**Summary of Expenses****EXP-2021-02**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	2/24/2021	JB14200039	CITY OF FARGO-AUDITORS OFFICE	\$669.35	CASS COUNTY JOINT WATER R	V01701	ND LAND PURCH-OUT OF TOWN
<b>Land / Land Purchases \$15,353,051.41</b>							
790-7930-429.73-20	2/18/2021	309958	SCHMIDT AND SONS CONSTRUCTION INC	\$35,185.00	PROPERTY STRUCT MITIGATIO	V03803	WP50C-STRUCTURE REMOVALS
<b>Infrastructure / Site Improvements \$35,185.00</b>							
790-7940-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,968.00	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$1,968.00	REV 12.31.20 AP-2.11.21CK	V01205	CCJWRD-Sheyenne Rvr Mitgn
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$1,968.00	12.31.20 AP-2.11.21 CK	V01205	CCJWRD-Sheyenne Rvr Mitgn
<b>Other Services / Legal Services \$1,968.00</b>							
790-7950-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,656.89	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$3,656.89	REV 12.31.20 AP-2.11.21CK	V01206	CCJWRD-SE Cass Drains
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$3,656.89	12.31.20 AP-2.11.21 CK	V01206	CCJWRD-SE Cass Drains
<b>Other Services / Legal Services \$3,656.89</b>							
790-7950-429.38-99	2/4/2021	309592	CASS COUNTY FINANCE	\$2,962.00	MISC EXPENSES	V04201	DUST/TRAFFIC CONTRL-INLET
<b>Other Services / Other Services \$2,962.00</b>							
790-7950-429.73-66	3/4/2021	310156	HOFFMAN & MCNAMARA NURSERY&LANDSC/	\$8,154.88	LANDSCAPE & PLANTING	V02823	LANDSCAPING & PLANTINGS
<b>Infrastructure / Landscaping \$8,154.88</b>							
790-7950-429.73-70	2/11/2021	309713	CASS COUNTY ELECTRIC-4100 32 AVE SW	\$37,397.72	I-29 GRADE RAISE PROJECT	V04703	I-29 ROAD RAISE RELOCATN
	2/11/2021	309713	CASS COUNTY ELECTRIC-4100 32 AVE SW	\$37,000.61	WILD RICE RIVER STRUCTURE	V04702	WILD RICE RIVER RELOCATN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$37,000.61	REV 12.31.20 AP-2.11.21CK	V04702	WILD RICE RIVER RELOCATN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	-\$37,397.72	REV 12.31.20 AP-2.11.21CK	V04703	I-29 ROAD RAISE RELOCATN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$37,000.61	12.31.20 AP-2.11.21 CK	V04702	WILD RICE RIVER RELOCATN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$37,397.72	12.31.20 AP-2.11.21 CK	V04703	I-29 ROAD RAISE RELOCATN
	2/19/2021	MZ20201423	CITY OF FARGO-AUDITORS OFFICE	\$37,397.72	12.31.20 AP-2.11.21 CK	V04703	I-29 ROAD RAISE RELOCATN
<b>Infrastructure / Utilities \$74,398.33</b>							
790-7952-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$17,901.16	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$17,901.16	R/V 12.31.20 AP-2.18.21CK	V01623	CONSTRUCTN/BID SVCS WP43
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$17,901.16	12.31.20 AP-2.18.21 CK	V01623	CONSTRUCTN/BID SVCS WP43
<b>Other Services / Engineering Services \$17,901.16</b>							
790-7955-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$11,923.23	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$11,923.23	R/V 12.31.20 AP-2.18.21CK	V02806	CONSTRUCTION SVCS WP42
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$11,923.23	12.31.20 AP-2.18.21 CK	V02806	CONSTRUCTION SVCS WP42



**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, March 16, 2021

Data Through Date: Sunday February, 28 2021

**Summary of Expenses****EXP-2021-02**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
<b>Other Services / Engineering Services</b>				<b>\$11,923.23</b>			
790-7990-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	\$102,301.20	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	-\$102,301.20	R/V 12.31.20 AP-2.18.21CK	V01621	P3 RFP PROCUREMENT SUPPRT
	3/5/2021	MZ20201431	CITY OF FARGO-AUDITORS OFFICE	\$102,301.20	12.31.20 AP-2.18.21 CK	V01621	P3 RFP PROCUREMENT SUPPRT
<b>Other Services / Engineering Services</b>				<b>\$102,301.20</b>			
790-7990-429.33-25	3/5/2021	847	P CARD BMO	\$63,187.08	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$78,090.30	REV 12.31.20 AP-2.4.21 CK	V03001	P3 LEGAL COUNSEL-ASHURST
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$78,090.30	12.31.20 AP-2.4.21 CK	V03001	P3 LEGAL COUNSEL-ASHURST
<b>Other Services / Legal Services</b>				<b>\$63,187.08</b>			
790-7990-429.34-55	3/4/2021	310102	AON RISK SERVICES CENTRAL, INC	\$6,468.75	RTISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$82,374.10	REV 12.31.20 AP-2.4.21 CK	V03301	PPP FINANCL ADVISORY SVCS
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	-\$64,213.80	REV 12.31.20 AP-2.4.21 CK	V03301	PPP FINANCL ADVISORY SVCS
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$82,374.10	12.31.20 AP-2.4.21 CK	V03301	PPP FINANCL ADVISORY SVCS
	2/23/2021	MZ20201425	CITY OF FARGO-AUDITORS OFFICE	\$64,213.80	12.31.20 AP-2.4.21 CK	V03301	PPP FINANCL ADVISORY SVCS
<b>Technical Services / Financial Advisor</b>				<b>\$6,468.75</b>			
790-7990-520.80-20	2/18/2021	309884	CASS COUNTY FINANCE	\$45,515.55	DIVERSION INTEREST	V02906	\$100M 2017 CASS WF ADVANC
<b>Debt Service / Interest on Bonds</b>				<b>\$45,515.55</b>			
<b>Total Amount Invoiced this period</b>				<b>\$18,045,695.98</b>			
				<u>\$5,000.00</u>	Less Paid Retainage		
				<b>\$18,040,695.98</b>	<b>Total Less Paid Retainage</b>		



<b>FM Metropolitan Area Flood Risk Management Project</b> <b>Cumulative Vendor Payments Since Inception</b> <b>As of February 28, 2021</b>				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 290,015,786.90	\$ 263,624,616.70	\$ 26,391,170.20	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CH2M HILL ENGINEERS INC	\$ 116,576,718.02	\$ 66,909,417.44	\$ 49,667,300.58	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$ 55,423,776.59	\$ 51,333,295.77	\$ 4,090,480.82	Engineering Services
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
INDUSTRIAL BUILDERS INC	\$ 51,254,868.94	\$ 48,460,112.65	\$ 2,794,756.29	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
CITY OF FARGO	\$ 46,655,610.76	\$ 46,655,610.76	\$ -	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$ 16,110,194.11	\$ 3,337,204.13	\$ 12,772,989.98	Public Outreach
OXBOW, CITY OF	\$ 15,530,176.94	\$ 15,199,379.37	\$ 330,797.57	OXBOW MOU - LAND ADVANCE
MEYER CONTRACTING INC	\$ 12,097,879.84	\$ 12,097,879.84	\$ -	WP-43CD and Gatewell - PVD & Surcharge Installation
DORSEY & WHITNEY LLP	\$ 10,684,849.85	\$ 10,684,849.85	\$ -	Legal Services
CASS COUNTY FINANCE	\$ 9,009,013.33	\$ 8,919,577.97	\$ 89,435.36	Property Taxes and Bank Loan Advance DS Payments
ASHURST LLP	\$ 7,795,542.81	\$ 5,519,668.21	\$ 2,275,874.60	PPP Legal Counsel
OHNSTAD TWICHELL PC	\$ 5,772,044.47	\$ 5,772,044.47	\$ -	Legal Services
ERNST & YOUNG INFRASTRUCTURE	\$ 5,377,000.00	\$ 4,282,842.90	\$ 1,094,157.10	P3 Financial Advisory Services
CLAY COUNTY AUDITOR	\$ 2,908,780.18	\$ 2,362,544.88	\$ 546,235.30	Property Taxes - MN
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	EIS Scoping and Permit Application
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
OXBOW MOU LAND ADVANCE	\$ 2,383,317.16	\$ 2,383,317.16	\$ -	Land Purchase
LANDWEHR CONSTRUCTION INC	\$ 2,304,622.16	\$ 2,304,622.16	\$ -	In-town and WP-43 Demolition Contracts
ORACLE AMERICA, INC	\$ 1,887,799.45	\$ 565,139.20	\$ 1,322,660.25	Electronic Data Mgmt and Record Storage System
URS CORPORATION	\$ 1,805,670.90	\$ 1,805,670.90	\$ -	Cultural Resources Investigations
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
HOUGH INCORPORATED	\$ 1,639,524.33	\$ 1,639,524.33	\$ -	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
REINER CONTRACTING INC	\$ 1,599,646.21	\$ 1,599,646.21	\$ -	El Zagal Flood Risk Management
CROWN APPRAISALS INC	\$ 1,181,500.00	\$ 532,500.00	\$ 649,000.00	Flowage Easements Valuation and Appraisal Services
CONSOLIDATED COMMUNICATIONS	\$ 1,063,096.11	\$ 1,063,096.11	\$ -	Utility Relocation
KPH, INC	\$ 1,038,423.86	\$ 864,278.00	\$ 174,145.86	WP-43D5 Construction
TERRACON CONSULTING ENGINEERS	\$ 909,149.49	\$ 884,070.41	\$ 25,079.08	Materials Testing
SCHMIDT AND SONS CONSTRUCTION	\$ 867,196.86	\$ 615,816.86	\$ 251,380.00	Residential Demolition in Oxbow
RILEY BROTHERS CONSTRUCTION	\$ 807,871.82	\$ 807,871.82	\$ -	Construction - OHB Ring Levee & WP-28A
XCEL ENERGY	\$ 753,515.88	\$ 753,515.88	\$ -	Utility Relocation
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
PROGRAM ADVISOR SERVICES, LLC	\$ 650,000.00	\$ 535,777.97	\$ 114,222.03	Program Consulting Services

<b>FM Metropolitan Area Flood Risk Management Project</b> <b>Cumulative Vendor Payments Since Inception</b> <b>As of February 28, 2021</b>				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance Debt Service Payments
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 563,902.03	\$ 563,902.03	\$ -	Legal Services
BRAUN INTERTEC CORP	\$ 526,589.25	\$ 479,403.86	\$ 47,185.39	Materials Testing
RED RIVER BASIN COMMISSION	\$ 501,000.00	\$ 501,000.00	\$ -	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA NURSERY&LAN	\$ 489,029.39	\$ 483,034.67	\$ 5,994.72	General Landscaping and Planting (WP-42G)
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
NUSTAR PIPELINE OPERATING PTR,	\$ 459,693.17	\$ 442,844.05	\$ 16,849.12	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	\$ 421,200.20	\$ 270,919.28	\$ 150,280.92	Engineering Services
CASS RURAL WATER USERS DIST	\$ 374,529.00	\$ 372,522.50	\$ 2,006.50	Utilities and Utility Relocation WP43CD
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 368,858.35	\$ -	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 356,145.00	\$ 356,145.00	\$ -	Ag Risk Study Services
AON RISK SERVICES CENTRAL, INC	\$ 330,000.00	\$ 225,632.25	\$ 104,367.75	Risk Advisory Services P3 Pre-Award
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System
AECOM TECHNICAL SERVICES, INC	\$ 304,626.00	\$ 147,604.10	\$ 157,021.90	Cultural Resources Investigations
MAGELLAN PIPELINE CO, LP	\$ 285,900.00	\$ -	\$ 285,900.00	Utility Relocation
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Fiber Optic Relocation for WP-43CD
WATTS AND ASSOCIATES, INC	\$ 250,000.00	\$ 110,018.17	\$ 139,981.83	Crop Insurance Product Development Services
PR FOR GOOD, INC	\$ 247,000.00	\$ 9,975.00	\$ 237,025.00	Consulting Services
FREDRIKSON & BYRON, PA	\$ 241,881.28	\$ 241,881.28	\$ -	Lobbying Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
CASS COUNTY ELECTRIC-4100 32 A	\$ 178,594.33	\$ 172,394.33	\$ 6,200.00	Electrical Services
SPRINGSTED INCORPORATED	\$ 178,010.15	\$ 178,010.15	\$ -	Financial Advisor
S & S LANDSCAPING CO INC	\$ 150,528.50	\$ 31,123.00	\$ 119,405.50	Seeding, Grading & Repairs WP-28A & WP-43A
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
EXECUTIVE MANAGEMENT SYSTEMS,	\$ 144,627.33	\$ 27,627.33	\$ 117,000.00	Executive Coaching
GRAY PANNELL & WOODWARD LLP	\$ 143,800.68	\$ 143,800.68	\$ -	Legal Services
MOODYS INVESTORS SERV	\$ 127,500.00	\$ 127,500.00	\$ -	WIFIA loan fees
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
CENTURYLINK ASSET ACCOUNTING-B	\$ 118,871.82	\$ 118,871.82	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	\$ 104,600.00	\$ 104,600.00	\$ -	Water Level Discharge Collection & Stage Gage Installation
US ENVIRONMENTAL PROTECTION AGENCY	\$ 100,000.00	\$ 100,000.00	\$ -	Permitting

<b>FM Metropolitan Area Flood Risk Management Project</b> <b>Cumulative Vendor Payments Since Inception</b> <b>As of February 28, 2021</b>				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee
HKA GLOBAL, INC	\$ 74,353.00	\$ 74,353.00	\$ -	Legal Services
EIDE BAILLY LLP (MANKATO)	\$ 63,650.00	\$ 43,650.00	\$ 20,000.00	Audit Services
GERSON LEHRMAN GROUP, INC.	\$ 60,819.00	\$ 60,819.00	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
CPS HR CONSULTING	\$ 50,555.98	\$ 50,555.98	\$ -	Executive Director Recruitment Services
IN SITU ENGINEERING	\$ 47,973.00	\$ 47,973.00	\$ -	Quality Testing
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
WARNER & CO	\$ 40,567.00	\$ 40,567.00	\$ -	General Liability Insurance
MIDCONTINENT COMMUNICATIONS	\$ 37,318.95	\$ 37,318.95	\$ -	Utility Relocation
S&P GLOBAL RATINGS	\$ 35,000.00	\$ 35,000.00	\$ -	Financial Services
AMERICAN ENTERPRISES INC	\$ 34,000.00	\$ 34,000.00	\$ -	Construction/Demolition
GEOKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
ND WATER USERS ASSOCIATN WESTERN AREA POWER ADMINISTRAT	\$ 30,450.00	\$ 30,450.00	\$ -	Membership Dues
NAASTAD BROTHERS, INC	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
MARSH & MCLENNAN AGENCY LLC	\$ 25,796.40	\$ 25,796.40	\$ -	Cass County Ditch Work
XCEL ENERGY-FARGO	\$ 19,344.52	\$ 19,344.52	\$ -	Property Insurance - Home Buyouts
PRIMORIS AEVENIA INC	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
MOORHEAD, CITY OF	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
MAP SERVICE CENTER	\$ 15,062.90	\$ 15,062.90	\$ -	ROE Legal Fees
BRIGGS & MORGAN PA	\$ 14,500.00	\$ 14,500.00	\$ -	Permit fee
KLEIN, MICHAEL H	\$ 12,727.56	\$ 12,727.56	\$ -	Legal Services
PROSOURCE TECHNOLOGIES, INC	\$ 10,000.00	\$ 9,965.25	\$ 34.75	Consulting Services
NEWMAN SIGNS INC	\$ 8,324.94	\$ 8,324.94	\$ -	Land Acquisition Services
CLICKUP	\$ 5,816.00	\$ 5,816.00	\$ -	Propane Tank Vehicle Crash Protection
PLEASANT TOWNSHIP (PERMITS)	\$ 5,381.00	\$ -	\$ 5,381.00	Software
HEARTLAND SEEDS, INC.	\$ 5,000.00	\$ 5,000.00	\$ -	Building Permit Application
ONE	\$ 4,800.00	\$ 4,800.00	\$ -	Mowing Services
ND WATER EDUCATION FOUNDATION	\$ 3,575.00	\$ 3,575.00	\$ -	Utility Relocation
BUILDING & GROUNDS MANAGEMENT	\$ 3,500.00	\$ 3,500.00	\$ -	Advertising
MCKINZIE METRO APPRAISAL	\$ 3,422.50	\$ 3,422.50	\$ -	Mowing Services
STUDIO 7 PRODUCTIONS	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
BNSF RAILWAY COMPANY	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
SEIGEL COMMUNICATIONS SERVICE	\$ 2,925.00	\$ 2,925.00	\$ -	Permits for In-Town Levee Projects
TURF TAMERS	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
COUGAR TREE CARE INC	\$ 2,320.00	\$ -	\$ 2,320.00	Mowing Services
FORUM COMMUNICATIONS (LEGALS)	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
GLACIER ENTERPRISES	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	\$ 2,150.00	\$ 2,150.00	\$ -	CR-17 Ditch Spoil Grading
NORTH DAKOTA TELEPHONE CO	\$ 1,743.77	\$ 1,743.77	\$ -	Advertising Services
CIVIL DESIGN INC	\$ 1,697.00	\$ 1,697.00	\$ -	Communication
ERBERT & GERBERTS SUBS	\$ 1,595.00	\$ 1,595.00	\$ -	Diversion technical assistance at Red River
	\$ 1,232.29	\$ 1,232.29	\$ -	Local Restaurant

<b>FM Metropolitan Area Flood Risk Management Project</b> <b>Cumulative Vendor Payments Since Inception</b> <b>As of February 28, 2021</b>				
<b>Vendors</b>	<b>Approved Contract/Invoice Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts
WARREN TOWNSHIP	\$ 1,023.72	\$ 1,023.72	\$ -	SEEDING, ROAD REPAIR, DUST CONTROL
DEPT OF NATURAL RESOUR	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
FARGO-MOORHEAD SERTOMA CLUB	\$ 1,000.00	\$ 1,000.00	\$ -	Holiday Lights Display and Sponsorship
TRIO ENVIRONMENTAL CONSULTING	\$ 747.60	\$ 747.60	\$ -	Asbestos and LBP Testing - Home Buyouts
NDSU-DINING-STORE 685	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
KOCHMANN, CARTER	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	\$ 250.00	\$ 250.00	\$ -	Job Description Review
DONS PLUMBING	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
WALMART STORE #4352	\$ 161.97	\$ 161.97	\$ -	Meeting Incidentals
GOVERNMENT FINANCE OFFICERS	\$ 150.00	\$ 150.00	\$ -	Financial Services
CURTS LOCK & KEY SERVICE INC	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	\$ 108.77	\$ 108.77	\$ -	Travel expense Executive Director recruitment
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
<b>Grand Total</b>	<b>\$ 754,762,760.70</b>	<b>\$ 650,644,062.27</b>	<b>\$ 104,118,698.43</b>	

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of February 28, 2021**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Commercial Relocations - Fargo</b>						
Park East Apartments - 1 2nd St S	6/23/2015	9,240,246.10	-	708,126.94	-	9,948,373.04
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,752,607.61	(1,100.00)	7,017,587.21
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	6,469,727.55	-	8,373,203.33
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Case Plaza - 117 NP Ave N	1/12/2017	250,449.12	-	-	-	250,449.12
Shakey's Pizza - DFI AP LLC - 203 4th Ave N	3/21/2017	1,002,367.69	-	-	-	1,002,367.69
<b>Home Buyouts - Fargo</b>						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	194,457.83	-	35,615.30	-	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N	1/23/2017	350,000.00	-	3,360.00	-	353,360.00
<b>Home Buyouts - Moorhead</b>						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		214,000.00	-	84,060.80	-	298,060.80
<b>Home Buyouts - Oxbow</b>						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,783.92	-	205,699.82	-	686,483.74
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	125,077.88
852, 856, 860, & 864 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	590,292.66	-	1,391,964.35
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	356,643.81	-	685,283.28
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	328,134.82	-	125,072.50	-	453,207.32
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	499,811.00	-	1,049,088.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	471,534.69	-	514,952.53	-	986,487.22
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	402,935.97	-	806,434.63
844 Riverbend Road	11/11/2016	716,599.40	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	955,928.53	-	-	-	955,928.53
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	673,954.16	-	1,154,875.68
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	423,662.02	-	970,737.21
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	338,694.70	-	906,107.77
821 Riverbend Rd / 438 Trent Jones Dr	1/13/2017	580,617.35	-	331,100.87	-	911,718.22
805 Riverbend Rd / 776 River Bend Rd	2/10/2017	508,203.01	-	395,757.84	-	903,960.85
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	533,475.96	-	1,247,290.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	407,961.34	-	968,363.49
313 Schnell Drive/ 413 Trent Jones Dr	4/7/2017	389,370.50	-	357,043.95	-	746,414.45
809 Riverbend Rd	5/3/2017	112,304.99	-	-	-	112,304.99
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	524,447.89	-	980,594.51
829 Riverbend Rd / 788 River Bend Rd	7/7/2017	1,056,438.13	-	1,396,004.59	-	2,452,442.72
848 Riverbend Rd / 783 River Bend Rd	7/27/2017	781,361.81	-	1,410,330.68	-	2,191,692.49
817 Riverbend Road / 421 Trent Jones Dr	7/18/2017	445,728.05	-	465,264.50	-	910,992.55
843 Riverbend Rd / 445 Trent Jones Dr	9/21/2017	978,292.23	-	1,207,474.57	-	2,185,766.80
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 & 358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43

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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
<b>Home Buyouts - Hickson</b>						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
<b>Home Buyouts - Horace</b>						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	155,896.55	-	1,039,477.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	29,301.96	-	939,206.96
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pfiffer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pfiffer Drive _ OIN 9382	1/14/2019	736,781.09	-	101,579.21	-	838,360.30
4961 KLITZKE DR & 4957 KLITZKE DR	12/26/2019	6,320.00	-	-	-	6,320.00
KLITZKE BROTHERS LOT 1A BLK 1	12/26/2019	520.00	-	-	-	520.00
<b>Home Buyouts - Argusville</b>						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
<b>Easements - Fargo</b>						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00	-	-	-	336,108.00
<b>Easements - Hickson</b>						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
<b>Easements - Oxbow</b>						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
<b>Easements - Diversion Inlet Control Structure</b>						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Terry and Kay Compson Trust	1/17/2020	1,204,858.00	-	-	-	1,204,858.00
<b>Easements - Piezometer</b>						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
<b>Easements - Minesota</b>						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
<b>Farmland Purchases</b>						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordor	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Subdivision: Part of 23-140-50, 155.82 acres - Henke (Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub	6/17/2015	857,144.00	-	-	-	857,144.00
T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00

**FM Metropolitan Area Flood Risk Management Project**  
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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley_OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25	-	-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
<b>Land Purchases</b>						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	24582.11	-	3,420,245.34
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	225,249.40	-	203,759.80	-	429,009.20
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
Auditors Lot 1 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	6/13/2019	257,765.51	-	23,662.03	-	281,427.54
SW Quarter Section of Section 8, Township 141 North, Range 49 West of the 5th Principle Meridian	11/7/2017	11,007.68	-	-	-	11,007.68
Government Lots 3 & 4 of Section 30, Township 138 North, Range 49 West of the 5th Principle Meridian	11/7/2019	1,160,482.00	-	-	-	1,160,482.00
Northwest Quarter of Section 25, Township 141 North, Range 50 West of the 5th Principle Meridian	11/27/2019	830,527.20	-	-	-	830,527.20
SW Quarter of Section 36 in Township 141 North of Range 50 West of the 5th Principle Meridian	11/27/2019	975,840.92	-	-	-	975,840.92
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	11/27/2019	323,535.78	-	188,055.00	-	511,590.78
East Half of the NE Quarter of Section 254, Township 138 North Range 50 West of the 5th Principle Meridian	11/27/2019	12,431.73	-	-	-	12,431.73
SE Quarter Section of the NW Quarter of section Twenty, Township 137 of Range 49 West of the Fifth Principle Meridian	11/7/2019	846,828.57	-	9,963.36	-	856,791.93
East Half of the NE Quarter of Section 25, Township 138 North Range 50 West of the 5th Principle Meridian	12/26/2019	305,654.24	-	-	-	305,654.24
Lot One, In Block One of Bellmore First Subdivision	12/26/2019	828,373.27	-	9,369.20	-	837,742.47
South Half of Section 24, Township 141 North of Range 50	12/26/2019	1,660,379.20	-	-	-	1,660,379.20
SW Quarter of Section 8, Township 141 North Range 49 West of the 5th Principal Meridian and West Half of Section 17, Township 141 North Range 49 West of the 5th Principal Meridian	12/26/2019	60,830.60	-	-	-	60,830.60
NE Quarter of Section 27, Township 140 North Range 50 West of 5th Principal Meridian	12/26/2019	964,789.51	-	-	-	964,789.51
Government lot 7 situated in the South Half of the South Half of Section 6, Township 137 North Range 48 West	12/26/2019	428,021.46	-	-	-	428,021.46
South 812 Feet of the North 932 feet of NE quarter section 24, Township 137 North of Range 49 West of the 5th Principle meridian and Right of way situated in North Half of section 24 Township 137 North of Ranger 29 west of the 5th Principle Meridian	12/26/2019	448,700.79	-	-	-	448,700.79

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of February 28, 2021**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
North 120 feet and the North 598.14 feet of the South 868.14 feet of NE Quarter section 24, Township 137 North of Range 49 West of the 5th Principle Meridian and railroad Right of way N Half Section 24, Township 137 North Range 49 West lying southerly of the southerly line of Highway 81 and stio 100 feet wide lying east of, parrallel and adjacent to Right of way extendint form the East-West centerline of said Section to a line therin distant 1800 feet less 200 foot wide right of way Norht half of section 24 Township 137 North of Range 49	12/26/2019	726,354.36	-	-	-	726,354.36
7-137-48 DESC TRACT A 1.60 COM AT A PT WHICH IS 1985' E OF THE SW COR OF SD SEC 7 & SD PT IS THE TR PT OF BEG OF TR HEREINAFTER DESC:: THENCE WITH A DEFLECTION TO THE LEFT OF 90 DEG FOR A DIST OF 456.4'; THENCE WITH A DEFLECTION TO THE RIGHT OF 73 D*		820.00	-	-	-	820.00
Government Lot 1, Section 18, Township 137 North, Range 49 West of the Fifth Principal Meridian	10/29/2019	278,164.68	-	44,217.38	-	322,382.06
The west half of the SW Quarter Section 4, in township 137, range 49 West of the fifth Principal Meridian AND the south half of SW quarter of section 27 in township 139 north of Range 49 west of the fifth Principle Meridian AND North Half of SW quarter of Section 27, township 138 range 49 west of the 5th Principle meridian SW Quarter of Section 34, Township 138 North of Range 49 West of the Fifth Principle Meridian	4/1/2020	2,640,140.00	-	-	-	2,640,140.00
South Half of SE quarter of Section 3 in township 137 north of Range 49 West of the fifth Principle Meridian	4/1/2020	1,241,289.53	-	-	-	1,241,289.53
Lot 1 Block 1 Schmitz and Brennan Subdivision (NW quarter of Section 10, Township 139 Range 50 West of the fifth Principle Meridian)	4/1/2020	472,135.00	-	-	-	472,135.00
East 100 acres of the west 202 acres in the north half of section 34, township 140 north of range 50 west of the fifth Principle Meridian	4/1/2020	413,907.88	-	-	-	413,907.88
Tract in NE quarter section 32, township 138 north, Range 49, West of the fifth Principle Meridian	4/1/2020	505,635.00	-	-	-	505,635.00
ROW: south half of NW quarter and the N half of the SW quarter of section 24 township 138 north, Range 50 west of the fifth Principle Meridian	4/30/2020	697,800.00	-	-	-	697,800.00
ROW: NW quarter of the NW quarter and the north half of the SQ quarter of the NW quarter and Governments lots 1 & 2 section 36 Township 142 North Range 49 West	4/30/2020	1,335,336.14	-	-	-	1,335,336.14
SW quarter and the South half of the south half of the NW quarter of section 5 in township 138 north of Range 49 West of the Fifth Principle Meridian	4/30/2020	665,816.00	-	-	-	665,816.00
North half of the SE quarter of section 3, Township 137 North, Range 49 West of the Fifth Principle Meridian	4/30/2020	1,250.00	-	-	-	1,250.00
Lot of Job Third Subdivision (A replat of Block 1, Job Second Subdivision of a part of the NE Quarter of Section 35, Township 137 North, Range 49 West	4/30/2020	893,008.11	-	38,003.50	-	931,011.61
	4/30/2020	736,482.37	-	33,068.37	-	769,550.74
Part of Lot 62, 63 and part of Lot 64, Oxbow Country Club and Estates	4/30/2020	1,500.00	-	-	-	1,500.00
NE and NW Quarter of Section 10 Township 139 North Range 50 West of the fifth Principle Meridian	4/30/2020	1,034,530.32	-	-	-	1,034,530.32
NW Quarter of Section 6, Township 136 North Range 48 West of the 5th Princial Meridian and Government lot 3 Section 1 Township 136 North Range 49 West of the 5th Principal Meridian Wolverton Township, Wilkin County, MN	6/11/2020	251,453.93		275.00		251,728.93
Block Section 29 Township 138 Range 49 N 1/2 of SE 1/4	6/3/2020	1,057,568.00				1,057,568.00
Block Section 12 Township 138 Range 50 SE	6/3/2020	1,473,135.00				1,473,135.00
Lot 65, 67, 68, 69 Oxbow Country Club	6/3/2020	30,121.87				30,121.87
North Half of the NW quarter of Section 24 Township 139 North Range 50 West of the 5th Principal Meridian	6/3/2020	200,155.00				200,155.00
The North Half of the NW Quarter of Section 24, Township 139 North Range 50 West of the Fifth Principal Meridian	6/3/2020	438,770.56				438,770.56
SW Quarter of the NW Quarter of Section 8 Township 137 North Range 48 West (Clay County)	6/3/2020	419,921.87		12,384.46		432,306.33
SW Quarter of Section 30, Township 138 Norrrh, Range 39 West of the 5th Principal Meridian	7/9/2020	205,555.21				205,555.21
Government Lot 5 ins Section 6, Township 137 North Range 49 West of the 5th Principal Meridian	7/9/2020	8,857.19				8,857.19
Tract in NW Quarter Section 6 Township 137 N Range 49 W	7/9/2020	84,041.15				84,041.15
Part of the West Half Section 3 Township 141 North Range 49 West	7/9/2020	123,931.56				123,931.56
Part of the South 20 rods of the SE Quarter of section 36 Township 139 North Range 50 AND South Half of SE Quarter of section 36 Township 139 North Range 50 West of the 5th Princial Meridian	7/9/2020	746,981.16				746,981.16
North Half of the SE Quarter of Section 36 Township 139 North Range 50 West of the 5th Principal Meridian	7/9/2020	772,945.64				772,945.64
Part of the SW Quarter of Section 11, Township 139 North, Range 50 West of the 5th Principal Meridian	7/9/2020	88,569.56				88,569.56



**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of February 28, 2021**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Auditires Lot 4 in the NE Quarter Section 25 Township 138 North, Range 50 AND West Half of the NE Quarter of Section 25 Township 130 North Range 50 West of the 5th Principal Meridian	7/30/2020	98,690.18				98,690.18
Part of the SW Quarter Section 36 Township 142 North Range 49 West	7/30/2020	164,251.00				164,251.00
Part of the Southeast Quarter of Section 11, Township 137 North, Range 49 West of the 5th Principal Meridian	7/30/2020	(98,673.00)				(98,673.00)
Part of the SW Corner Section 6 Township 137 Range 48 AND Part of Government Lot 7 Section 6 Township 137 Range 48 AND Part of Government lot 7 designated tract 5	7/30/2020	35,068.64				35,068.64
Lot 66 in Oxbow Country Club & Estate	7/30/2020	9,150.31				9,150.31
Part of the North Half of Section 8, Township 137 AND South half of the NW Quarter of section 8 Range 48 West of the 5th Principal Meridian Clay County, MN	9/3/2020	434,661.00				434,661.00
Parts of Section 7 Township 137 North Range 48 West of the 5th Principal Meridian Clay County, MN	9/3/2020	512,497.35		40,000.00		552,497.35
Part of Section 17, Township 137 North, Range 48 West of the 5th Principal Meridian Clay County, MN	9/4/2020	334,837.87		27,214.23		362,052.10
Part of the East Half of the Northeast Quarter in Section 26, Township 137 North, Range 49 West of the Fifth Principal Meridian	9/3/2020	2,779.88				2,779.88
West and SW Quarter Section 31 Township 138 North Range 48 West of the 5th Principal Meridian	9/3/2020	3,976,185.00				3,976,185.00
Part of lot 2 Block 2 of Siebels 2nd Subdivision in Section 30, Township 141 North Range 49 West of the 5th Principal meridian	9/3/2020	5,163.15				5,163.15
Tract of land situated in the NW Quarter Section 3 Township 137 North Range 49 West	9/3/2020	313,233.64		1,857.25		315,090.89
Part of North Half of the South half of Section 6 township 137 North Range 48 West AND Tract of land which is part of Government Lot 7 situated in the south half of the south half of Section 6 Township 137 North Range 48 West of the 5th Principal Meridian	9/3/2020	49,927.54				49,927.54
1.86-acre Rural Site, In N1/2 Sec 6, Pleasant Township	9/3/2020	17,065.18				17,065.18
North Half of Section 34 Township 140 North Range 50 West of the 5th Principal Meridian except west 202 acres of the north half	9/3/2020	642,028.70				642,028.70
Part of the South Half of the NE Quarter of Section 14 Township 139 North Range 50 West of the 5th Principal Meridian	9/3/2020	282,228.34				282,228.34
West 377 feet of the East 667 feet of the north 548 feet of the NW quarter of Section 4 Township 137 North Range 49 West of the 5th Principal Meridian	9/3/2020	279,475.51				279,475.51
Part of North Half of SE quarter Section 25, Township 138 North Range 50 West of the Fifth Principal Meridian	10/8/2020	517,000.00				517,000.00
Part of the SE Quarter Section 25, Township 138 North Range 50 West of the Fifth Principal Meridian with easement for use of private access road	10/8/2020	275,000.00				275,000.00
Lots 3, 4, 5 In Block 2 of Siebels Second Subdivision	10/8/2020	150,045.19				150,045.19
Part of NE Quarter of Section 36, Township 141 North, Range 50 West of the 5th Principal Meridian AND Part of NE Quarter Section 10 Township 140 North Range 50 West of the 5th Principal Meridian	10/8/2020	299,525.83				299,525.83
All of McDougall First Subdivision, Cass County	10/8/2020	1,767,511.20				1,767,511.20
SW Quarter Section 14, Township 140 North, Range 50 West of the 5th Principal Meridian AND Part of the NW Quarter section 26, Township 140 North, Range 50 West of the 5th Principal Meridian AND SW Quarter of Section 26, Township 140 North, Range 50 West of the 5th Principal Meridian	10/8/2020	1,793,697.00				1,793,697.00
East side of Highway 81 Between 124th Ave S and 49th St SE Pleasant Township	10/8/2020	411,000.00				411,000.00
Part of NE Quarter Section 23, Township 137, North Range 49, West of the 5th Principal Meridian AND Part of the SE Quarter Section 23, Township 137, Range 49 West of the 5th Principal Meridian	10/8/2020	54,248.00				54,248.00
Auditors Lot 3 of the SE Quarter Section 30 Township 138N Range 49W	10/8/2020	2,430,179.82		252,035.00		2,682,214.82
Part of NE Quarter Section 26, Township 140, North Range 50 West of the 5th Principal Meridian	10/8/2020	38,637.20				38,637.20
Part of NW Quarter of Section 15, Township 139 North, Range 50 West of the 5th Principal Meridian AND Part of the NE quarter Section 15, Township 139, Range 50 West of the 5th Principal Meridian	10/8/2020	72,200.00				72,200.00
Lot 3 Block 1 of the Butch-R-Block Subdivision Cass County	10/8/2020	-				-
SE Quarter of Section 10 in Township 139 North of Range 50 West of Principal Meridian AND Part of the SW quarter section 10, Township 139 North Range 50 West of the 5th Principal Meridian	10/8/2020	480,150.00				480,150.00
NE Quarter of the SE Quarter together with Part of the SE Quarter of the NE Quarter of Section 1, Township 137 North Range 49 West of the Fifth Principal Meridian	10/8/2020	25,000.00				25,000.00
Part of the Southwest Quarter (SW1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Northeast Quarter (NE1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Northeast Quarter (NW1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Southeast Quarter (SE1/4) of Section 9, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	688,000.00				688,000.00
Part of the Southeast Quarter (SE1/4) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	34,800.00				34,800.00
Part of the West Half of the Northeast Quarter of Section Twenty-five, in Township One hundred Thirty-eight, of Range Fifty, lying West of the Sheyenne River	12/3/2020	750,000.00				750,000.00
Part Southeast Quarter (SE1/4) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	232,000.00				232,000.00

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of February 28, 2021**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Part of the Southeast Quarter of the Northwest Quarter, that part of Government Lot 4 and that part of Government Lot 5, All in Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian AND part of Government Lot 6 of Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian AND part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian AND part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian AND part of Government Lot 7 of Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian	12/3/2020	440,600.00				440,600.00
Part of West Half (W1/2) of Section 17, Township 141 North, Range 49 West of the 5th Principal Meridian	12/3/2020	6,830.00				6,830.00
That part of the Northeast Quarter (NE1/4) of Section 24, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	508,600.00				508,600.00
That part of the Southeast Quarter (SE1/4) of Section 24, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 24, Township 139 North, Range 50 West	12/3/2020	1,074,200.00				1,074,200.00
That part of the Northeast Quarter (NE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,130,500.00				1,130,500.00
That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	965,290.00				965,290.00
That part of the Northeast Quarter (NE1/4) of Section 36, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,587,744.87				1,587,744.87
That part of the Southeast Quarter (SE1/4) of Section 10, Township 140 North, Range 50 West of the 5th Principal Meridian	12/3/2020	4,087.90				4,087.90
All of Government Lots 6 and 7, Section Six (6), Township One Hundred Thirtyseven (137) North, Range Forty-eight (48) West of the Fifth Principal Meridian	12/3/2020	231,500.00				231,500.00
Part of Lot 1, Block 1 of Gust Subdivision in Section 23, Township 140 North, Range 50 West of the 5th Principal Meridian	12/3/2020	134,500.00				134,500.00
That part of the Northeast Quarter (NE1/4) of Section 15, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,504,810.00				1,504,810.00
That part of the South Half of the South Half (S½ S½) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian AND That part of the South Half of the Northwest Quarter (S½ NW¼) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,896,540.31				1,896,540.31
A tract of land which is part of Government Lot Seven (7) and which is situated in the South One-half (S½) of Section Six (6) in Township One Hundred Thirty-seven (137) North of Range Forty-eight (48) West of the Fifth Principal Meridian	12/3/2020	721,469.68				721,469.68
The East Half of Auditor's Lot Five, of the Southwest Quarter of Section 34, in Township 138 North, Range 49 West of the 5th Principal Meridian	12/31/2020	715,630.32				715,630.32
That part of the Southeast Quarter (SE¼) of Section 1, Township 138 North, Range 50 West of the 5th Principal Meridian AND That part South Half of the Southeast Quarter (S½SE¼) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/31/2020	509,950.00				509,950.00
That part of the North Half of the Southwest Quarter in Section 13, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Northeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the South Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the North Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the North Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Southwest Quarter in Section 13, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian	12/31/2020	37,038.00				37,038.00
Auditors Lot 1 NW section 31 Township 138 North Range 48 West of the 5th Principal Meridian	12/31/2020	312,334.18				312,334.18
That part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	322,466.00				322,466.00
That part of the Northeast Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	56,040.74				56,040.74
That part of the Southwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	42,500.00				42,500.00
That part of the Southeast Quarter of the Southeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	19,000.00				19,000.00
That part of the Southeast Quarter (SE1/4) of Section 36, Township 141 North, Range 50 West of the 5th Principal Meridian	12/31/2020	173,246.00				173,246.00
That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	18,500.00				18,500.00

**FM Metropolitan Area Flood Risk Management Project  
Lands Expense - Life To Date  
As of February 28, 2021**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
That part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the North Half of the Northwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the South Half of the northwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	164,500.00				164,500.00
The West 377 feet of the East 667 feet of the North 548 feet of the NW Quarter Section 4 in Township 137 North Range 49 West of the Fifth Principal Meridian	12/31/2020	-				-
That part of the Northeast Quarter of Section 11, Township 137 North, Range 49 West of the 5th Principal Meridian	12/31/2020	31,728.00				31,728.00
That part of the Southwest Quarter (SW1/4) of Section 14, Township 139 North, Range 50 West of Principal Meridian AND A 10-foot-wide temporary construction easement across the Southwest Quarter (SW1/4) of Section 14, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	24,709.98				24,709.98
That part of the Northeast Quarter (NE¼) of Section 2, Township 140 North, Range 50 West of the 5th Principal Meridian AND Government Lot 3, Section 2, Township 140 North, Range 50 West	12/31/2020	490,628.00				490,628.00
That part of the Southeast Quarter (SE¼) of Section 2, Township 140 North, Range 50 West of the 5th Principal Meridian	12/31/2020	389,702.00				389,702.00
That part of the North Half (N½) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian, Cass County AND That part of the Northwest Quarter (NW¼) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Northwest Quarter (NW¼) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	423,000.00				423,000.00
That part of the Northeast Quarter (NE¼) of Section Thirteen (13), Township One Hundred Thirty-eight (138) North, Range Fifty (50) West of the Fifth Principal Meridian	12/31/2020	604,869.91		2,988.00		607,857.91
That part of the Southeast Quarter (SE1/4) of Section 34, Township 140 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter (SW1/4) of Section 34, Township 140 North, Range 50 West of the 5th Principal Meridian AND The Northwest Quarter (NW1/4) of Section 14, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	1,427,000.00				1,427,000.00
That part of the North Half (N1/2) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the North Half (N1/2) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Northwest Quarter (NW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Northwest Quarter (NW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter (SW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	1,723,500.00				1,723,500.00
Auditor's Lot Three (3) of the Southwest Quarter (SW¼) of Section Thirty-four (34), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West	2/11/2021	259,591.06				259,591.06
Right of way Easment for part of the Northeast Quarter (NE1/4) of Section 13, Township 138 North, Range 50 West of the 5th Principal Meridian,	2/11/2021	1,011,265.00				1,011,265.00
Part of the North Half of the North Half (N1/2N1/2) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian AND That part of the North Half of the Northeast Quarter (N1/2NE1/4) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian	2/11/2021	948,000.00				948,000.00
Right of way easement that part of the Southeast Quarter (SE1¼) of Section 15, Township 139 North,	2/11/2021	64,000.00				64,000.00
Range 50 West of the 5th Principal Meridian	2/11/2021	48,643.12				48,643.12
Lot 57 Oxbow Country Club Estates						
That part of the Southeast Quarter (SE1/4) of Section 14, Township 139 North Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter (SW¼) of Section 14, Township 139 North Range 50 West of the 5th Principal Meridian	2/11/2021	728,000.00				728,000.00
That part of Auditor's Lot 5 of the Southeast Quarter (SE1/4) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian	2/11/2021	22,000.00				22,000.00
		168,796,967.00	-	35,607,326.96	(1,107,856.01)	203,296,437.95
		(32,000.00)			10,000.00	
				Property Management Expense		2,844,729.20
				Grand Total	\$	206,141,167.15

**FM Metropolitan Area Flood Risk Management Project**  
**In-Town Levee Work**  
**as of February 28, 2021**

<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	\$ 909,149.49	\$ 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	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,661,323.82	\$ 6,419,404.62
V02807	CCJWRD	In-Town Levee Work	\$ 5,886,140.36	\$ 5,886,140.36
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	\$ 111,761.97	\$ 111,761.97
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 489,029.39	\$ 483,034.67
V02824	City of Fargo	COF - In-Town Flood Protection Debt Payments	\$ 18,892,630.00	\$ 18,892,630.00
V01703	Various	In-Town Property Purchases	\$ 39,409,623.22	\$ 38,192,183.71
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,668,474.07	\$ 8,610,308.72
V02826	City of Fargo	In-Town Levee Maintenance	\$ 8,823.82	\$ 8,823.82
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 22,187,307.87	\$ 22,187,307.87
			<u>\$ 172,400,834.36</u>	<u>\$ 170,740,177.47</u>

**Fargo-Moorhead Metropolitan Area Flood Risk Management Project**  
**State Water Commission Funds Reimbursement Worksheet**  
**Fargo Flood Control Project Costs - HB1020 & SB2020**

Time Period for This Request: January 1, 2021 - January 31, 2021

Drawdown Request No: 113	
Requested Amount:	\$ 1,087,207.37
Total Funds Expended This Period:	2,174,414.74
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,087,207.37
Total Funds Requested:	1,087,207.37

<b>STATE AID SUMMARY:</b>		
Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Appropriations from 2019 Legislative Session		44,000,000
Anticipated appropriations to be deferred from 2019 Legislative Session	22,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2025 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2027 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2029 Legislative Session	47,000,000	
Total State Funds	335,500,000	414,500,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #100 - FM Metro Area Flood Risk Management Project		(124,750,848.66)
Less: Payment #101 - FM Metro Area Flood Risk Management Project		(1,432,479.03)
Less: Payment #102 - FM Metro Area Flood Risk Management Project		(5,519,481.17)
Less: Payment #103 - FM Metro Area Flood Risk Management Project		(228,188.72)
Less: Payment #104 - FM Metro Area Flood Risk Management Project		(1,650,055.35)
Less: Payment #105 - FM Metro Area Flood Risk Management Project		(15,060.94)
Less: Payment #106 - FM Metro Area Flood Risk Management Project		(1,159,089.95)
Less: Payment #107 - FM Metro Area Flood Risk Management Project		(544,675.95)
Less: Payment #108 - FM Metro Area Flood Risk Management Project		(824,088.63)
Less: Payment #109 - FM Metro Area Flood Risk Management Project		(36,169,631.64)
Less: Payment #110 - FM Metro Area Flood Risk Management Project		(8,334,015.02)
Less: Payment #111 - FM Metro Area Flood Risk Management Project		(1,070,511.23)
Less: Payment #112 - FM Metro Area Flood Risk Management Project		(12,927,737.07)
Less: Payment #113 - FM Metro Area Flood Risk Management Project		(1,087,207.37)
Total Funds Reimbursed		(349,408,426.09)
Total State Fund Balances Remaining		65,091,573.91

<b>LOCAL MATCHING FUNDS SUMMARY:</b>		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	100,752,730
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 100 - FM Metro Area Flood Risk Management Project		(37,286,002)
Less: Match Used on Payment #101 - FM Diversion Authority		(447,649)
Less: Match Used on Payment #102 - FM Diversion Authority		(1,479,398)
Less: Match Used on Payment #108 - FM Diversion Authority		(488,259)
Less: Match Used on Payment #110 - FM Diversion Authority		(5,554,438)
Less: Match Used on Payment #112 - FM Diversion Authority		(2,801,614)
Balance of Local Matching Funds Available	\$	0

## Finance Committee Bills from March 2021

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	\$	803,084.83
Clay County	Diversion bills - Moorhead Clay County Joint Powers Authority	\$	397,475.02
Ohnstad Twichell, P.C.	Legal services rendered through February 21, 2021	\$	195,309.75
City of Fargo	Digital Ortho Aerial Photography and LiDAR Mapping (2020)	\$	69,530.68
Dorsey & Whitney	Legal services rendered through January 31, 2021	\$	22,378.70
Cass County	Reimburse misc expenses from Executive Director office	\$	4,564.55
Total Bills Received through March 17, 2021		\$	1,492,343.53



Cass County  
Joint Water  
Resource  
District

March 5, 2021

Dan Jacobson  
Chairman  
West Fargo, North Dakota

Rodger Olson  
Manager  
Leonard, North Dakota

Ken Lougheed  
Manager  
Gardner, North Dakota

Jacob Gust  
Manager  
Fargo, North Dakota

Keith Weston  
Manager  
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project  
Oxbow-Hickson-Bakke Ring Levee project  
Southeast Cass WRD Reimbursements

Enclosed please find copies of bills totaling \$803,084.83 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$797,663.18
Oxbow-Hickson-Bakke Ring Levee project	1,689.15
Southeast Cass Water Resource District	3,732.50

At this time, we respectfully request 100% reimbursement per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 1, 2015.

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosures

Carol Harbeke Lewis  
Secretary-Treasurer  
  
1201 Main Avenue West  
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							3/4/2021
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
2/24/2021	1/15/2021	21923-L		3,500.00	Patchin Messner Valuation Counselors	appraisals - Red River Control Structure	
2/24/2021	1/22/2021			4,209.31	Ron and Pat Duval	moving cost reimbursement	
				18.87	Cass County Joint WRD	Postage for formal offers	
2/17/2021	1/29/2021	173393	130007	11,948.38	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition	
2/17/2021	1/29/2021	173395	160007	1,023.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains	
2/17/2021	1/29/2021	173396	160007	11,147.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
2/17/2021	1/29/2021	173397	160007	2,811.50	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
2/17/2021	1/29/2021	173398	160007	14,880.00	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
2/17/2021	1/29/2021	173401	197007	678.50	Ohnstad Twichell, P.C.	Legal-Right of Way - Wild Rice Structure	
2/17/2021	1/29/2021	173403	207007	100.00	Ohnstad Twichell, P.C.	Legal-I-29 Grade Raise	
2/17/2021	1/29/2021	173400	187007	2,297.00	Ohnstad Twichell, P.C.	Legal-Southern Embankment	
2/17/2021	1/29/2021	173399	170007	13,294.50	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
2/17/2021	1/29/2021	173402	197007	3,484.00	Ohnstad Twichell, P.C.	Legal-Western Tie Back	
2/17/2021	1/29/2021	173404	207007	8,268.32	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
2/22/2021	2/9/2021	173621	187007	405.00	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements	
2/22/2021	2/9/2021	173622	207007	442.00	Ohnstad Twichell, P.C.	Legal-OIN 9628 Eminent Domain	
2/22/2021	2/9/2021	173623	207007	102.00	Ohnstad Twichell, P.C.	Legal-OIN 904 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173624	207007	48.00	Ohnstad Twichell, P.C.	Legal-OIN 1199 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173625	207007	646.00	Ohnstad Twichell, P.C.	Legal-OIN 722, 723 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173626	207007	191.00	Ohnstad Twichell, P.C.	Legal-OIN 566 Quick Take Eminent Domain Action	
2/22/2021	2/9/2021	173627	207007	735.00	Ohnstad Twichell, P.C.	Legal-OIN 716 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173628	207007	310.00	Ohnstad Twichell, P.C.	Legal-OIN 720 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173629	207007	224.00	Ohnstad Twichell, P.C.	Legal-OIN 5004, 5009-5012, 5012, 9054-9056 QT Eminent Domain	
2/22/2021	2/9/2021	173630	207007	166.00	Ohnstad Twichell, P.C.	Legal-OIN 1186 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173631	207007	710.00	Ohnstad Twichell, P.C.	Legal-OIN 5214 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173632	207007	82.00	Ohnstad Twichell, P.C.	Legal-OIN 1191/1193 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173633	207007	127.00	Ohnstad Twichell, P.C.	Legal-OIN 717, 9732 Eminent Domain	
2/22/2021	2/9/2021	173634	207007	220.00	Ohnstad Twichell, P.C.	Legal-OIN 8672-8675, 9747 Quick Take Eminent Domain Action	
2/22/2021	2/9/2021	173635	207007	389.71	Ohnstad Twichell, P.C.	Legal-OIN 843 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173636	207007	882.00	Ohnstad Twichell, P.C.	Legal-OIN 698, 9756-9759 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173637	207007	146.00	Ohnstad Twichell, P.C.	Legal-OIN 1169, 1200 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173638	207007	1,831.20	Ohnstad Twichell, P.C.	Legal-OIN 525 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173639	207007	2,967.50	Ohnstad Twichell, P.C.	Legal-OIN 9749 Quick Take Eminent Domain	
2/22/2021	2/9/2021	173640	207007	3,117.50	Ohnstad Twichell, P.C.	Legal-OIN 9736, 9737 Quick Take Eminent Domain	
2/23/2021	2/10/2021	1200325882		34,445.59	HDR Engineering Inc.	Property Acquisition services - TO1	
2/23/2021	1/31/2021	13783.00-9		69,976.52	SRF Consulting Group, Inc.	Project management, ROW and Relocation services	
2/22/2021	1/29/2021	21923-M		8,000.00	Patchin Messner Valuation Counselors	Red River Control Structure appraisals	
2/23/2021				410,553.28	Newman Signs Inc	structural removal reimbursement and legal fees	
2/23/2021	2/5/2021			14,496.61	Jeremy & Nichole Holck	moving cost reimbursement	
2/17/2021	1/27/2021	CL01768586		674.79	Forum Communications	Legal Ad for Cossette quick take ED	
2/17/2021	1/27/2021	CL01768589		629.97	Forum Communications	Legal Ad for Fosse quick take ED	
2/17/2021	1/27/2021	CL01768590		266.43	Forum Communications	Legal Ad for Mickeal Fosse quick take ED	
2/17/2021	1/27/2021	CL01768593		615.03	Forum Communications	Legal Ad for Houkom quick take ED	
2/17/2021	1/27/2021	CL01768594		507.96	Forum Communications	Legal Ad for Jameson quick take ED	
2/17/2021	1/27/2021	CL01768595		420.81	Forum Communications	Legal Ad for Kvalvog quick take ED	
2/17/2021	1/27/2021	CL01768610		1,003.47	Forum Communications	Legal Ad for Larsen quick take ED	
2/17/2021	1/27/2021	CL01768598		371.01	Forum Communications	Legal Ad for Larson quick take ED	
2/17/2021	1/27/2021	CL01768600		1,673.28	Forum Communications	Legal Ad for Libbrecht quick take ED	
2/17/2021	1/27/2021	CL01768601		468.12	Forum Communications	Legal Ad for Loberg quick take ED	
2/17/2021	1/27/2021	CL01768604		408.36	Forum Communications	Legal Ad for Roth quick take ED	
2/17/2021	1/27/2021	CL01768588		570.21	Forum Communications	Legal Ad for Samuelson quick take ED	
2/17/2021	1/27/2021	CL01768605		590.13	Forum Communications	Legal Ad for Thue quick take ED	
2/17/2021	1/27/2021	CL10768608		515.43	Forum Communications	Legal Ad for Thunberg quick take ED	
2/12/2021	1/28/2021			1,000.00	Tom McDougall	security deposit return	
2/22/2021	1/31/2021			1,280.66	CHS Dakota Plains Ag	LP Gas and tank rental for OIN 9163, 822, 9251 and 731	
2/22/2021	1/31/2021			461.51	Petro Serve	tank rental and LP gas for OIN 235	
2/26/2021	2/10/2021	783097	38810.00008	622.00	Larkin Hoffman Attorneys	Legal-CCJT v Mary Adams	
2/26/2021	2/10/2021	783102	38810.00003	623.50	Larkin Hoffman Attorneys	Legal-CCJT v Verden Anderson/Prairie Scale Systems	



Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
2/26/2021	2/10/2021	783098		38810.00007	424.50	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten
2/26/2021	2/10/2021	783095		38810.0001	3,710.00	Larkin Hoffman Attorneys	Legal-CCJT v Derek Flaten
2/26/2021	2/10/2021	783100		38810.00005	1,538.19	Larkin Hoffman Attorneys	Legal-CCJT v Newman Signs/Mary Newman Trust condemnation
2/26/2021	2/10/2021	783099		38810.00006	668.50	Larkin Hoffman Attorneys	Legal-CCJT v Mary Ann Tintes
2/26/2021	2/10/2021	783103		38810	866.00	Larkin Hoffman Attorneys	Legal-CCJT v Johson, Monson, Tintes, Anderson
2/26/2021	2/10/2021	783101		38810.00004	9,954.00	Larkin Hoffman Attorneys	Legal-CCJT v Richland/Cass Cos/App for Permit to Enter Land
2/26/2021	2/23/2021	783096		38810.00009	401.50	Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg
2/26/2021	2/12/2021	26083		19706	180.00	Moore Engineering, Inc.	Engineering-MOU Review
2/26/2021	2/12/2021	26084		19706	990.00	Moore Engineering, Inc.	Engineering - FM Diversion Design Coord-Team member meetings
2/26/2021	2/11/2021	26060		19115	370.00	Moore Engineering, Inc.	Engineering - P3 Eval Team Member Services RFP Services
2/26/2021	1/31/2021	45197		3283-00	22,295.83	ProSource Technologies LLC	Task Order No 2, Proj mgmt and acquisition services
2/26/2021	2/15/2021	405635			720.00	All American Plumbing and Heating Inc	HVAC services on 4848 County Rd 81 S
2/26/2021	2/12/2021	1133018			35.75	Cass County Electric Cooperative	service to 1724 40 Av W
2/26/2021	2/12/2021	1160310			296.21	Cass County Electric Cooperative	service to 3703 124 Av S
2/26/2021	2/12/2021	1125415			71.25	Cass County Electric Cooperative	service to 4857 173 Av SE
2/26/2021	2/12/2021	1108711			120.53	Cass County Electric Cooperative	service to 5210 124 Av S
2/26/2021	2/12/2021	1125474			22.79	Cass County Electric Cooperative	service to 5331 Hwy 81 S
2/26/2021	1/14/2021	1167478			39.09	Cass County Electric Cooperative	service to 7805 112 Av S
2/26/2021	2/12/2021	1167478			334.07	Cass County Electric Cooperative	service to 7805 112 Av S
2/26/2021	2/12/2021	1137975			95.40	Cass County Electric Cooperative	service to 7806 112 Av S
2/26/2021	2/12/2021	1136109			273.12	Cass County Electric Cooperative	service to 10615 81 ST S
2/26/2021	2/12/2021	1140519			62.28	Cass County Electric Cooperative	service to 16868 44 ST SE
2/26/2021	2/12/2021	1132169			121.94	Cass County Electric Cooperative	service to 16875 44 ST SE
2/26/2021	2/12/2021	1129748			3,794.06	Cass County Electric Cooperative	service to 17407 Horse Haven Dr
2/26/2021	2/12/2021	1126250			331.20	Cass County Electric Cooperative	service to 17572 Pfiffer Dr
3/9/2021	3/9/2021				16,115.00	The Title Company	Property purchase OIN 9790
3/4/2021	2/23/2021				4,847.68	Two Men and a Truck	moving cost reimbursement - Freier OIN 9163
3/4/2021	2/19/2021				14,675.72	Prairie Scale Systems Inc	moving cost reimbursement on OIN 220
3/4/2021	2/24/2021				72,731.61	Black Powder Fireworks	moving cost reimbursement - OIN 9754
				<b>Total</b>	<b>797,663.18</b>		
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
2/17/2021	1/29/2021	173394		140007	1,689.15	Ohnstad Twichell, P.C.	Legal-OHB property
				<b>Total</b>	<b>1,689.15</b>		
SOUTHEAST CASS WRD PARTIAL DRAIN ABANDONMENT AND SHEYENNE DIVERSION MITIGATION							
Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
2/17/2021	1/29/2021	173353		207002	3,527.50	Ohnstad Twichell, P.C.	Legal-Drain 27 - FM Diversion - Partial Abandonment
2/17/2021	1/29/2021	173354		207002	205.00	Ohnstad Twichell, P.C.	Legal-Drain 47 - FM Diversion
				<b>Total</b>	<b>3,732.50</b>		
				<b>Grand Total</b>	<b>803,084.83</b>		

**COUNTY AUDITOR**

LORI J. JOHNSON

Office Telephone: (218) 299-5006

Fax: (218) 299-5195

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March 11, 2021

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 all documentation for invoices paid by Clay County for the FM Flood Diversion project. All requests were approved or authorized by the Diversion Authority. Current invoice/expense reimbursement request total is as follows:

Metro Flood Diversion \$397,475.02

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

**FM Diversion MCCJPA invoices**

Vendor	Invoice Date	Invoice Amount	Invoice #	Date Approved	Date Paid	Notes
ProSource Technologies	9/30/20	\$9,217.50	44807	10/20/20	10/28/20	Property Acquisition & Relocation Services
The Hawley Herald	10/12/20	\$20.00	4517	11/30/20	11/25/20	Public Meeting Notice
The Title Company-Hestdalen	11/25/20	\$256,608.96	OIN-256	12/6/20	11/25/20	Land Purchase
Michael or Carolyn Handlos	12/6/20	\$5,416.27	OIN-1847	12/6/20	12/9/20	Moving costs
Red River Valley Coop	12/3/20	\$22.16	9980002-12-3-20	12/18/20	12/16/20	Electric - 13689 3rd St S
Clay County Treasurer	12/16/20	\$1,102.00	150071251	12/23/20	12/23/20	Property Taxes
Clay County Treasurer	12/16/20	\$294.00	150071250	12/23/20	12/23/20	Property Taxes
ProSource Technologies	12/9/20	\$6,053.10	44999	12/17/20	12/23/20	Property Acquisition & Relocation Services
SRF Consulting Group	11/30/20	\$4,763.50	13820.00-2	1/14/21	1/6/21	Property Acquisition & Relocation Services
Chad Jetvig	12/2/20	\$250.00	OIN-364	12/7/20	1/7/21	Bio-Geo Monitoring Monument
Timothy Ness	12/2/20	\$1,500.00	OIN-1238	12/7/20	1/7/21	Bio-Geo Monitoring Monument
Timothy Ness	12/2/20	\$500.00	OIN-1239	12/7/20	1/7/21	Bio-Geo Monitoring Monument
Keith & Pamela Anderson	12/2/20	\$250.00	OIN-493	12/7/20	1/7/21	Bio-Geo Monitoring Monument
Jake Barton	12/2/20	\$250.00	OIN-1240	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Jake Barton	12/2/20	\$500.00	OIN-9119	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Bradley Moen	12/2/20	\$250.00	OIN-1242	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Darren Buckle	12/2/20	\$250.00	OIN-9058	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Kenneth Bye	12/2/20	\$500.00	OIN-250	12/7/20	2/24/21	Bio-Geo Monitoring Monument
William Bye	12/2/20	\$500.00	OIN-9074	12/7/20	2/24/21	Bio-Geo Monitoring Monument
William Bye	12/2/20	\$500.00	OIN-5274	12/7/20	2/24/21	Bio-Geo Monitoring Monument
William Bye	12/2/20	\$500.00	OIN-9326	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Cora Fischer	12/2/20	\$154.76	OIN-477	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Elaine Gess	12/2/20	\$158.73	OIN-477	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Audrey Anderson	12/2/20	\$158.73	OIN-477	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Charlotte Nelson	12/2/20	\$158.73	OIN-477	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Renee Larson	12/2/20	\$79.37	OIN-477	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Robert Klein	12/2/20	\$1,000.00	OIN-1878	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Laura Knoll	12/2/20	\$250.00	OIN-9078	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Rene Walker Parke	12/2/20	\$250.00	OIN-9078	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Brian Leiseth	12/2/20	\$1,000.00	OIN-394	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Timothy Leiseth	12/2/20	\$1,000.00	OIN-394	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Timothy Leiseth	12/2/20	\$1,500.00	OIN-253X	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Bette Lenoue	12/2/20	\$250.00	OIN-9118	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Carol Lenoue	12/2/20	\$250.00	OIN-9117	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Matthew Ness	12/2/20	\$1,000.00	OIN-1817	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Corrine Nokken	12/2/20	\$250.00	OIN-367	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Gladys Odegaard	12/2/20	\$1,750.00	OIN-5194	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Ray & Lucille Nelson Fam Partnership	12/2/20	\$1,250.00	OIN-5196	12/7/20	2/24/21	Bio-Geo Monitoring Monument
James Regstad	12/2/20	\$500.00	OIN-172	12/7/20	2/24/21	Bio-Geo Monitoring Monument

Vendor	Invoice Date	Invoice Amount	Invoice #	Date Approved	Date Paid	Notes
Tony Scheving	12/2/20	\$250.00	OIN-9074	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Tony Scheving	12/2/20	\$250.00	OIN-9076	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Shane Simmons	12/2/20	\$250.00	OIN-492	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Joshua Stenson	12/2/20	\$1,500.00	OIN-247	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Vickie R Josal	12/2/20	\$1,500.00	OIN-247	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Jeffrey Wold	12/2/20	\$250.00	OIN-1807	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Kenneth Ziegler	12/2/20	\$1,250.00	OIN-732	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Kenneth Ziegler	12/2/20	\$500.00	OIN-9071	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Kenneth Ziegler	12/2/20	\$500.00	OIN-9072	12/7/20	2/24/21	Bio-Geo Monitoring Monument
Ohnstad Twichell	12/7/21	\$3,198.00	172255	12/28/20	1/13/21	Upstream Mitigation
Ohnstad Twichell	12/7/21	\$1,267.00	172256	12/28/20	1/13/21	Southern Embankment
Ohnstad Twichell	12/7/21	\$3,277.00	172259	12/28/20	1/13/21	General Legal
SRF Consulting Group	12/31/20	\$6,993.93	13820.00-3	1/14/21	1/13/21	Property Acquisition & Relocation Services
The Hawley Herald	12/7/20	\$30.00	4567	1/26/21	1/20/21	Public Meeting Notice
Ohnstad Twichell	1/4/21	\$407.50	172888	1/11/21	1/20/21	Environmental Monitoring
Ohnstad Twichell	1/4/21	\$120.00	172889	1/11/21	1/20/21	CORP ROE
Ohnstad Twichell	1/4/21	\$1,018.00	172890	1/11/21	1/20/21	Upstream Mitigation
Ohnstad Twichell	1/4/21	\$799.50	172891	1/11/21	1/20/21	Southern Embankment
Ohnstad Twichell	1/4/21	\$2,596.50	172892	1/11/21	1/20/21	General Legal
Ohnstad Twichell	1/4/21	\$465.00	172893	1/11/21	1/20/21	ROE
Red River Valley Coop	1/5/21	\$21.61	9980001-1-5-20	2/10/21	2/3/21	Electric - 13338 3rd St S
New Century Press	1/14/21	\$12.67	300390719	2/8/21	2/3/21	Public Meeting Notice
Patchin Messner Appraisals Inc.	1/15/21	\$17,500.00	21923-K	1/26/21	2/3/21	Property Acquisition & Relocation Services
ProSource Technologies	12/31/20	\$15,576.90	45106	1/26/21	2/3/21	Property Acquisition & Relocation Services
Ohnstad Twichell	1/28/21	\$280.00	173323	2/8/21	2/17/21	Environmental Monitoring
Ohnstad Twichell	1/28/21	\$30.00	173324	2/8/21	2/17/21	CORP ROE
Ohnstad Twichell	1/28/21	\$3,358.50	173325	2/8/21	2/17/21	Upstream Mitigation
Ohnstad Twichell	1/28/21	\$173.00	173326	2/8/21	2/17/21	Southern Embankment
Ohnstad Twichell	1/28/21	\$45.00	173328	2/8/21	2/17/21	CORP ROE
Ohnstad Twichell	1/28/21	\$3,913.50	173329	2/8/21	2/17/21	General Legal
Ohnstad Twichell	1/28/21	\$255.00	173330	2/8/21	2/17/21	ROE
Ohnstad Twichell	1/28/21	\$370.00	173331	2/8/21	2/17/21	General Legal
Patchin Messner Appraisals Inc.	2/5/21	\$9,000.00	21923-N	2/10/21	2/17/21	Property Acquisition & Relocation Services
Red River Valley Coop	2/3/21	\$96.60	9980001-2-3-21	2/17/21	2/17/21	Electric - 13338 3rd St S
SRF Consulting Group	1/31/21	\$11,212.00	13820.00-4	2/19/21	3/3/21	Property Acquisition & Relocation Services
Integra Realty Resources	1/29/21	\$9,000.00	124-2020-0461	2/22/21	3/3/21	Property Acquisition & Relocation Services
<b>Total reimbursement request 3/11/21</b>		<b>\$397,475.02</b>				

**Attorneys at Law**P.O Box 458  
West Fargo, ND 58078-0458  
701-282-3249**Flood Diversion Board**  
**Bond Counsel Work - PPP****Date:** March 10, 2021**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	149.4	\$340.00	\$50,796.00
CMM	3.5	\$340.00	\$1,190.00
ADC	44.9	\$340.00	\$15,266.00
LDA	12.5	\$340.00	\$4,250.00
RGH	33.3	\$340.00	\$11,322.00
KJB	86.3	\$340.00	\$29,342.00
TJL	98	\$320.00	\$31,360.00
CBC	18.6	\$290.00	\$5,394.00
SRH	6.5	\$290.00	\$1,885.00
JRS	7.7	\$280.00	\$2,156.00
KJD	93.3	\$250.00	\$23,325.00
EMM	7.8	\$290.00	\$2,262.00
DCP	2.1	\$290.00	\$609.00
JAM	0.4	\$235.00	\$94.00
JDR	9.6	\$185.00	\$1,776.00
AJR	45.6	\$185.00	\$8,436.00
CRA	0.6	\$165.00	\$99.00
CMS	2.1	\$165.00	\$346.50
SKO	30.1	\$165.00	\$4,966.50
KK	1.5	\$155.00	\$232.50
<b>Total Fees:</b>	<b>653.8</b>		<b>\$195,107.50</b>
Westlaw			\$202.25
<b>Total Expenses:</b>			<b>\$202.25</b>
<b>Grand Total</b>			<b>\$195,309.75</b>

	<b>Rates</b>
JTS John T. Shockley, Partner, Supervising Attorney	\$340.00
CMM Christopher M. McShane, Partner	\$340.00
ADC Andrew D. Cook, Partner	\$340.00
SNW Sarah M. Wear, Partner	\$340.00
RGH Robert G. Hoy, Partner	\$340.00
KJB Katie J. Bertsch, Partner	\$340.00
MWM Marshall W. McCullough, Partner	\$340.00
TJL Tyler J. Leverington, Partner	\$320.00
CBC Calley B. Campbell, Associate	\$290.00
LWC Lukas W. Croaker, Associate	\$300.00
SRH Stephen R. Hanson, Associate	\$290.00
ABG Bo Gruchala, Associate	\$290.00
JRS J.R. Strom, Associate	\$280.00
KJD Kathryn J. DelZoppo, Associate	\$250.00
LRC Leah R. Carlson, Associate	\$290.00
EMM Elle M. Molbert, Associate	\$290.00
BTB Brent T. Boeddeker, Associate	\$290.00
DCP David C. Piper, Associate	\$290.00
JAM Jenna A. McPherson, Associate	\$235.00
CAS Carol A. Stillwell, Paralegal	\$185.00
JDR Joshua D. Roaldson, Paralegal	\$185.00
AJR Andrea J. Roman, Paralegal	\$185.00
CRA Christie R. Axness, Paralegal	\$165.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$160.00
CMS Cassie M. Smith, Paralegal	\$165.00
KLS Karen L. Severson, Paralegal	\$165.00
SKO Sharon K. Oliver, Paralegal	\$165.00
KK Kiara J. Klinkhammer, Paralegal	\$155.00

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

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

## Page 2 of 2

## PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 174108      Flood Diversion Board      Bond Counsel Work - PPP		
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$19,758.00
151395-3	P3 Procurement	\$35,999.00
151395-4	Public Finance Issues	\$30,695.50
151395-5	Consultant Contract Review/Development	\$10,245.50
151395-8	MNDNR Permit Issues	\$37.00
151395-11	Legislative Interface/Lobbying Support	\$1,938.00
151395-12	USACE Interface/Questions	\$877.00
151395-13	Third Party Utility MOU's	\$54,648.50
151395-14	ICS Issues	\$31,779.00
151395-15	Schmidt and Sons Litigation	\$646.00
151395-17	EPA WIFIA Loan	\$4,404.00
151395-21	CCJWRD Temporary Refunding Imp Bond	\$4,080.00
<b>TOTAL</b>		<b>\$195,107.50</b>

March 9, 2021

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 requesting for reimbursement the Diversion Authority's share of payment #1 for the 2020 Digital Aerial Photography and LIDAR Mapping project. Total requested for reimbursement for this payment is \$69,530.68.

At your October 31, 2019 Metro Flood Diversion Board meeting a project estimate of \$328,500 was approved for this project. At this time, the Diversion's total share is estimated to be \$139,061.35.

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

Sincerely,

A handwritten signature in blue ink that reads "Kent Costin". The signature is fluid and cursive, with the first name "Kent" and last name "Costin" clearly legible.

Kent Costin  
Director of Finance, City of Fargo

2020 FM Digital Imagery Cost Summary Fargo Project # MS-19-H1									
Jurisdiction	Area Sq Miles	Resolution Feet	Total Cost	Cost per Sq Mile	PL funds per Sq Mile Caped	Total PL Funds Caped	PL funds Percent Caped	Local Funds	Total
West Fargo	12.00	0.5	\$ 1,833.60	\$ 152.80	\$ -	\$ -	0.00%	\$ 1,833.60	\$ 1,833.60
Clay County	73.25	0.5	\$ 11,192.60	\$ 152.80	\$ -	\$ -	0.00%	\$ 11,192.60	\$ 11,192.60
Moorhead	42.50	0.5	\$ 6,494.00	\$ 152.80	\$ -	\$ -	0.00%	\$ 6,494.00	\$ 6,494.00
NDANG	6.00	0.25	\$ 7,682.46	\$ 1,280.41	\$ -	\$ -	0.00%	\$ 7,682.46	\$ 7,682.46
Cass	2.50	0.5	\$ 382.00	\$ 152.80	\$ -	\$ -	0.00%	\$ 382.00	\$ 382.00
Fargo	67.16	0.5	\$ 10,262.44	\$ 152.80	\$ -	\$ -	0.00%	\$ 10,262.44	\$ 10,262.44
Diversion	365.00	0.5	\$ 55,772.00	\$ 152.80	\$ -	\$ -	0.00%	\$ 55,772.00	\$ 55,772.00
Imagery Totals	568.41		\$ 93,619.10	\$ 164.70	\$ -	\$ -	0.00%	\$ 93,619.10	\$ 93,619.10
Fargo Planimetric Update	67.75		\$ 3,212.03	\$ 47.41	\$ -	\$ -	0.00%	\$ 3,212.03	\$ 3,212.03
Road edge and buildings	0.00		\$ -	\$ -			#DIV/0!	\$ -	\$ -
Clay Planimetrics	0.00		\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
Road edge and buildings									
Cass Planimetrics	2.50		\$ 119.28	\$ 47.71	\$ -	\$ -	0.00%	\$ 119.28	\$ 119.28
Road edge and buildings									
Diversion Planimetrics	365.00		\$ 17,414.15	\$ 47.71	\$ -	\$ -	0.00%	\$ 17,414.15	\$ 17,414.15
Road edge and buildings									
West Fargo Planimetrics	12.00		\$ 572.52	\$ 47.71	\$ -	\$ -	0.00%	\$ 572.52	\$ 572.52
Road edge and buildings									
Moorhead Planimetric Update	42.75		\$ 2,039.60	\$ 47.71	\$ -	\$ -	0.00%	\$ 2,039.60	\$ 2,039.60
Road edge and buildings									
Fargo LiDAR	67.75		\$ 12,227.52	\$ 180.48	\$ -	\$ -	0.00%	\$ 12,227.52	\$ 12,227.52
Diversion LiDAR	365.00		\$ 65,875.20	\$ 180.48	\$ -	\$ -	0.00%	\$ 65,875.20	\$ 65,875.20
Cass LiDAR	0.00		\$ -	\$ 180.48	\$ -	\$ -	#DIV/0!	\$ -	\$ -
West Fargo LiDAR	12.00		\$ 2,165.76	\$ 180.48	\$ -	\$ -	0.00%	\$ 2,165.76	\$ 2,165.76
Moorhead LiDAR	42.75		\$ 7,715.52	\$ 180.48	\$ -	\$ -	0.00%	\$ 7,715.52	\$ 7,715.52
Fargo Impervious Surface Update	57.50		\$ 17,129.83	\$ 297.91		\$ -	0.00%	\$ 17,129.83	\$ 17,129.83
Moorhead Impervious Surface Update	23.50		\$ 7,000.89	\$ 297.91		\$ -	0.00%	\$ 7,000.89	\$ 7,000.89
West Fargo Impervious Surface Update	17.25		\$ 5,138.95	\$ 297.91		\$ -	0.00%	\$ 5,138.95	\$ 5,138.95
Grand Total			\$ 234,230.33			\$ -	0.00%	\$ 234,230.33	\$ 234,230.33
Local Cost Share Summary									
							<b>Contract Amount</b>	<b>Invoice 36464-01</b>	
Diversion							59.37%	\$ 139,061.35	\$ 69,530.68
West Fargo							4.15%	9,710.83	4,855.41
Clay County							4.78%	11,192.60	5,596.30
Moorhead							9.93%	23,250.01	11,625.00
NDANG							3.28%	7,682.46	3,841.23
Cass							0.21%	501.28	250.64
Fargo							18.29%	42,831.81	21,415.91
Total								\$ 234,230.33	\$ 117,115.17





Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

March 3, 2021

Kent Costin  
Finance Director  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Metro Flood Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated February 19, 2021 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through January 31, 2021 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

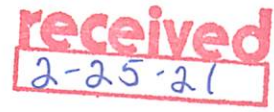
Sincerely,

Erik R. Johnson

ERJ/Imw  
Enclosure

cc: Bruce Grubb





MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Fargo-Moorhead Flood Diversion Bd of Authority  
c/o Erik R. Johnson & Associates, Ltd.  
Attn: Erik Johnson  
505 Broadway, Suite 206  
Fargo, ND 58102

February 19, 2021  
Invoice No. 3643918

Client-Matter No.: 491379-00001  
Red River Diversion Project

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**For Legal Services Rendered Through January 31, 2021**

**INVOICE TOTAL**

Total For Current Legal Fees	\$17,771.00
Total For Current Disbursement and Service Charges	\$4,607.70
<b>Total For Current Invoice</b>	<b>\$22,378.70</b>

\* Please refer to last page for any unpaid invoices and a current statement of account.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

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

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

(This account is only for Wire/ACH payments)  
ABA Routing Number: 09100022  
Account Number: 1047-8339-8282  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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**

Board Packet 2021-03-25 Page 55 of 218

CASS COUNTY GOVERNMENT  
 PO BOX 2806  
 211 9th STREET SOUTH  
 Fargo, ND 58108  
 (701) 241-5600

DATE: 3/03/21

TO: CITY OF FARGO  
 PO BOX 2083  
 FARGO, ND 58107

CUSTOMER NO: 198/294

TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	2/02/21	BEGINNING BALANCE			223,698.08
	2/09/21	PAYMENT			61,672.14-
	2/09/21	PAYMENT			3,396.00-
	2/09/21	PAYMENT			160.00-
	2/09/21	PAYMENT			2,162.81-
	2/09/21	PAYMENT			883.44-
	2/09/21	PAYMENT			6,881.54-
	2/09/21	PAYMENT			499.78-
	2/09/21	PAYMENT			4,644.54-
	2/09/21	PAYMENT			293.06-
	2/09/21	PAYMENT			256.11-
	2/09/21	PAYMENT			2,962.00-
	2/09/21	PAYMENT			4,935.75-
	2/22/21	PAYMENT			45,515.55-
AUDIT	3/03/21	FM DIVERSION			44,201.89
		INTEREST			
AUDIT	3/03/21	FM DIVERSION			67,367.30
		PAYROLL EXPENSES			
AUDIT	3/03/21	FM DIVERSION			4,564.55
		MISC EXPENSES			

Submitted for approval at Mar board mtg

CONTINUED ON NEXT PAGE...





# Diversion Authority Board Meeting

March 25, 2021

MOU and Agreement Actions for Consideration  
John Shockley

# DA Memorandum of Understanding (Action)



MOU Parties	Project	MOU Cost and Summary
MFDA & Wiser Township	DCAI	MOU addresses property interests, preliminary planning and engineering, design and construction, maintenance, future changes or additions, insurance and liability, etc. Reimbursement includes \$1,500 annually until project substantial completion and ten years of lost tax revenue lump sum payment of \$3,274.

# DA Agreements (Action)



Agreement Parties	Project	Agreement Cost and Summary
Xcel Energy	SEAI & UMA	Master Utility Relocation Agreement to cover work in the SEAI and Upstream Mitigation Area. Specific Scope of Work and relevant costs will follow as Task Orders are identified and executed.

---

**MASTER UTILITY RELOCATION AGREEMENT**

**By and Between**

**METRO FLOOD DIVERSION AUTHORITY**

**and**

**XCEL ENERGY, INC.**

**Dated as of March\_\_, 2021**

**Relating to:**

**Utility Relocation in the Southern Embankment and Associated  
Infrastructure and the Upstream Mitigation Area  
for the Fargo-Moorhead Metropolitan  
Area Flood Risk Management Project**

---

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

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**EXHIBIT A - PRIOR PROPERTY INTERESTS**

**EXHIBIT B - MAP OF UPSTREAM MITIGATION AREA**

**EXHIBIT C - MFR-023**

**EXHIBIT D - FEDERAL CERTIFICATIONS**

**EXHIBIT E - AUTHORITY INVOICING REQUIREMENTS**

## **MASTER UTILITY RELOCATION AGREEMENT**

**THIS MASTER UTILITY RELOCATION AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_ day of March, 2021 (hereinafter referred to as the “Effective Date”), by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 207 4<sup>th</sup> St. N., Suite A, Fargo, ND 58102 (the “Authority”), and Xcel Energy, Inc., whose post office address is 414 Nicollet Mall Minneapolis, MN 55401 (the “Utility”) (collectively, the Authority and the Utility are referred to as the “Parties”).

### **RECITALS**

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

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

**WHEREAS**, the PPA sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the NFS and the USACE; and

**WHEREAS**, the Authority was created to undertake and fulfill the Non-Federal Sponsors’ obligations under the PPA; and

**WHEREAS**, pursuant to the PPA, the NFS will be responsible for completing the Upstream Mitigation Area (“UMA”), the area where the Authority is required to obtain property rights as mitigation for the temporary storage of floodwaters during Comprehensive Project operations; and all mitigation features that are not the responsibility of the NFS; and

**WHEREAS**, pursuant to Article II of the PPA, the NFS shall be responsible for all real property interests and relocations required for construction, operation, and maintenance of the Comprehensive Project; and

**WHEREAS**, the Utility has real property interests (hereinafter referred to as “Prior Property Interests”) within the area generally described in Article III of this Agreement and further described in **Exhibit A**; and

**WHEREAS**, it will be necessary for the Prior Property Interests to be relocated, protected, removed, or adjusted (hereinafter referred to as the “Utility Relocation Project”) by either the Authority or Utility in coordination with construction of the Comprehensive Project; and

**WHEREAS**, the Authority and the Utility desire to set forth in writing their mutual understandings and to define the terms and conditions and each Party's rights and obligations in connection with the Utility Relocation Project; and

**WHEREAS**, this Agreement is only intended to bind the parties in regard to the portion of the Comprehensive Project south of the Storm Water Diversion Channel and Associated Infrastructure ("SWDCAI") and shall have no implications for or binding power in regard to the Parties work, efforts, or relations in the SWDCAI. The Parties interactions with one another in the SWDCAI shall be governed by a separate agreement between the Parties.

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

## **ARTICLE I. DEFINITIONS AND INTERPRETATION**

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

**"Age Discrimination Act of 1975"** means the Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107).

**"Authority"** means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement dated June 1, 2016.

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

**"Business Day(s)"** means any day that is not a Saturday, a Sunday, or a public holiday under the laws of North Dakota.

**"Cass County"** means Cass County, North Dakota.

**"CFR"** means the Code of Federal Regulations.

**"Civil Rights Act of 1964"** means the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241, enacted July 2, 1964).

**"Clay County"** means Clay County, Minnesota.

**“Comprehensive Project”** means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 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 Substantial Completion Date”** means the date upon which the Authority’s Engineer issues a certificate that Substantial Completion of the Comprehensive Project has occurred.

**“Congress”** means the Congress of the United States of America.

**“Contract Work Hours and Safety Standards Act”** means the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).

**“Copeland (Anti-Kickback) Act”** means the Copeland Act (18 U.S.C. 874 and 40 U.S.C. 3145).

**“Costs”** means all costs, expenses, and fees of whatever nature and kind, excluding internal costs that would have been incurred by the Utility regardless of the existence of the Comprehensive Project.

**“Davis-Bacon Act”** means the Davis-Bacon Act of 1931 (40 U.S.C. 3141 et seq.).

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

**“Executive Director”** means the Chief Administrative Officer of the Metro Flood Diversion Authority.

**“Executive Order No. 11246”** means Executive Order No. 11246, dated September 24, 1965.

**“Fargo-Moorhead Metropolitan Area”** means Fargo, ND, Moorhead, MN, and surrounding communities; it 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, MN, West Fargo, ND, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

**“Fargo-Moorhead Metropolitan Area Southern Embankment – MFR-023, Utility Guidelines and References”** or **“MFR-023”** means the Fargo-Moorhead Metropolitan Area

Southern Embankment – MFR-023, Utility Guidelines and References drafted by the USACE for the relocation of components in the **SEAI**.

**“Federal Water Pollution Control Act Amendments of 1972”** means the Federal Water Pollution Control Act Amendments of 1972 (Pub.L. 92-500, 86 Stat. 816, enacted October 18, 1972).

**“Final Design Submittal”** means the design submittal described in Article VII of this Agreement.

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

**“JPA”** and/or **“Joint Powers Agreement”** means the **Joint Powers Agreement** dated as of June 1, 2016, by and between the **Member Entities**, as amended from time to time, which created and continued the **Authority**.

**“Master Utility Relocation Agreement”** means this Master Utility Relocation Agreement by and between the **Authority** and **Utility**.

**“Member Entities”** shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and CCJWRD.

**“Metro Flood Diversion Authority”** has the same definition as “Authority.”

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

**“Non-Federal Project Costs”** means the local cost share of the total cost of the Comprehensive Project not provided by the US Government.

**“Non-Federal Sponsors”** or **“NFS”** means the entities providing the **Non-Federal Project Costs** for the **Comprehensive Project**, which include the City of Fargo, the City of Moorhead, and the Authority created pursuant to the **JPA**.

**“North Dakota”** means the State of North Dakota.

**“Parties”** means the entities to this Agreement, specifically the **Authority** and the **Utility**.

**“Post Construction Submittal”** means the design submittal described in Article VII of this Agreement.

**“PPA”** means the Project Partnership Agreement executed 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 Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 11, 2016.

**“Preliminary Design Submittal”** means the design submittal described in Section 7.05(a) of this Agreement.

**“Prior Property Interest(s)”** means any property interest(s) owned by the Utility that the **Authority** deems necessary to **Relocate**.

**“Project”** means the design, construction, finance, operations, and maintenance of the **SEAI** and the **UMA**.

**“Project Footprint”** means the physical area within which the **SEAI** and the **UMA** will be contained.

**“Project Property”** means real property acquired for the **Project**, including, but not limited to, land, rights-of-way, easements, licenses, and leases.

**“Rehabilitation Act of 1973”** means the Rehabilitation Act of 1973 (Pub.L. 93-112, 87 Stat. 355, enacted September 26, 1973).

**“Relocate”** means providing a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding railroad bridges and approaches thereto required for construction of the **Comprehensive Project**), or public facility when such action is authorized in accordance with applicable legal principles of just compensation; or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a **Relocation** in the authorizing legislation for the **Project** or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, rising, or replacement and attendant demolition of the affected facility or part thereof.

**“Richland County”** means Richland County, North Dakota.

**“Shop Drawings and Samples”** means shop drawings, laying drawings, erection drawings, fabrication drawings, product information, catalog information, samples, mock-ups, plans, test procedures and results, descriptions of services, descriptions of specific means and methods and related documentation.

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

**“Southern Embankment and Associated Infrastructure”** or **“SEAI”** consisting of the **Diversion Inlet, Wild Rice and Red River Control Structure**, associated road raises, and earthen dam embankment reaches.

**“Supplemental Plan”** means a plan submitted for approval pursuant to Article III, in the event that **Undisclosed Prior Property Interests** are identified after one or more plans have already been approved pursuant to Article III.

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

**“Task Order”** means a document executed by the **Authority** and **Utility**, including any amendments, stating the scope of services, times for performance of services, compensation, and any other relevant information for a specific project.

**“Undisclosed Prior Property Interests”** mean **Prior Property Interests** not disclosed in Section 3.02 of this Agreement.

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

**“Upstream Mitigation Area”** or **“UMA”** means the area where the Metro Flood Diversion Authority is required to obtain property rights as mitigation for the temporary storage of floodwaters during Comprehensive Project operations, as shown in **Exhibit B**.

**“U.S. EPA”** means the United States Environmental Protection Agency.

**“Utility”** means Xcel Energy, Inc.

**“Utility Adjustment”** means each **Relocation** (temporary or permanent), abandonment, protection in place, removal (of previously abandoned utilities as well as of newly abandoned utilities), replacement, reinstallation, or modification of existing utilities necessary to accommodate construction, operation, maintenance or use of the **Project**. The **Utility Adjustment Work** for each crossing of the **Project** right-of-way by a utility that crosses the **Project** right-of-way more than once will be considered a separate **Utility Adjustment**. For any utility installed longitudinally within the **Project** right-of-way, the **Utility Adjustment Work** for each continuous segment of that utility located within the **Project** right-of-way will be considered a separate **Utility Adjustment**.

**“Utility Adjustment Completion”** means that the **Utility Adjustment Construction Work** for a **Utility Adjustment** is sufficiently complete in the opinion of the **Authority** and the **Utility**.

**“Utility Adjustment Construction Work”** means all **Utility Adjustment Work** related to construction.

**“Utility Adjustment Work”** means all efforts and **Costs** necessary to accomplish the required **Utility Adjustments**, including all coordination, **Utility Adjustment Design Work**, design review, permitting, **Utility Adjustment Construction Work**, inspection and maintenance of records, whether provided by **Metro Flood Diversion Authority** or by the **Utility**.

**“Utility Relocation Project”** means the process of acquiring **Project Property**, **Relocating** any **Prior Property Interests**, and all other steps necessary, as determined by the **Authority**, to prepare the **Project Property** for construction of the **Project**.

**“Wilkin County”** means Wilkin County, North Dakota.



**Section 1.02** TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any person shall be construed to include any 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 Agreement in its entirety and not to any particular provision hereof, and (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 Agreement.

**Section 1.03** SURVIVAL OF TERMS. The terms of this Agreement shall survive through **Comprehensive Project Substantial Completion** and for successive ten-year terms until one of the **Parties** hereto terminates this Agreement as provided for herein.

## ARTICLE II. PURPOSE OF MASTER UTILITY RELOCATION AGREEMENT

**Section 2.01** PURPOSE. The purpose of this Agreement is to ensure a coordinated, time-efficient, and cost-effective process for completing the **Utility Relocation Project**, for coordinating operations and maintenance activities after completion of the **Utility Relocation Project**, and for the development of individual **Task Orders** issued in conjunction with, and subject to, the terms and conditions of this Agreement.

**Section 2.02** COORDINATION BETWEEN ENGINEERS. The **Authority** and **Utility** are likely to employ the use of professional engineers in the analysis, design, and completion of designs, plans, and completion of work. Engineers employed by the **Parties** shall maintain open lines of communication, coordinate, and collaborate with engineers employed by other parties described herein.

**Section 2.03** COORDINATION WITH USACE. **Utility** shall not communicate directly with the **USACE** regarding any aspect of the **Comprehensive Project** or any other subject-matter referenced in, related to, or arising from this Agreement, without the prior written authorization of the **Authority**, except as required by Section 9.01 (a) of this Agreement.

## ARTICLE III. REAL PROPERTY INTERESTS

**Section 3.01** INTENT. It is the intent of the **Parties** hereto that all **Prior Property Interests** shall be identified herein. Specifically, **Prior Property Interests** shall be detailed in the table contained in Section 3.02 and further documented in **Exhibit A** to this Agreement.

**Section 3.02** ACQUISITION OF PRIOR PROPERTY INTERESTS. The **Prior Property Interests** to be **Relocated** pursuant to the terms and conditions of this Agreement include, but are not limited to, the **Prior Property Interests** documented in **Exhibit A** and described in the table below:

Location (Section-Township-Range)	Type	Location	Existing Crossing Type/Info	Other Attributes	Right-of- Way Document	State
28-138-49	NSP-Gas (Xcel Energy)	SE-2B	Natural Gas Line – 4” PE 60	NW ¼	1408395	ND
28-138-49	NSP-Gas (Xcel Energy)	SE-2B	Natural Gas Line – 4” PE 60	SW ¼		ND
34-138-49	NSP-Gas (Xcel Energy)	SE-2B	Natural Gas Line – 4” PE 60	NW ¼		ND
34-138-50	NSP-Gas (Xcel Energy)	SE-2B	Natural Gas Line – 4” PE 60	SW ¼		ND

**Section 3.03** UNDISCLOSED PRIOR PROPERTY INTERESTS. If the **Authority**, for any reason, determines **Undisclosed Prior Property Interests** should be **Relocated**, such **Relocation** shall occur pursuant to the terms of this Agreement.

**Section 3.04** DISCOVERY OF UNDISCLOSED PRIOR PROPERTY INTERESTS. **Undisclosed Prior Property Interests** identified for **Relocation** prior to request for submission of the first submittal required by Article VII shall be **Relocated** through the same process as if the **Undisclosed Prior Property Interests** were disclosed herein. A separate accounting and recording of costs shall be maintained for **Undisclosed Prior Property Interests** and **Prior Property Interests** disclosed herein. Should **Undisclosed Prior Property Interests** be identified after the submission of one or more submittals pursuant to Article VII the **Utility** shall, within sixty (60) days of written notification of identifying **Undisclosed Prior Property Interests** to be **Relocated**, submit a **Supplemental Plan** meeting the requirements of Article VII, for the **Relocation** of **Undisclosed Prior Property Interests**. Each Party shall have the same rights and responsibilities as they would have if the **Supplemental Plan** were included in previously approved plans, as detailed in Article VII, unless explicitly provided otherwise herein. The **Utility** shall endeavor to submit a **Supplemental Plan** for approval within sixty (60) days. Should **Utility** fail to submit a **Supplemental Plan** by the applicable deadline, and such failure results in the unreasonable delay of **Utility Adjustment Construction Work**, the **Parties** shall follow the dispute resolution process pursuant to Section XI of this Agreement.

**Section 3.05** COOPERATION IN PLATTING. The **Authority** intends to plat right-of-way acquired for **Project** purposes. **Utility** shall reasonably cooperate with said platting efforts if requested to do so by the **Authority**.

#### **ARTICLE IV. RESPONSIBILITY FOR UNDISCLOSED PRIOR PROPERTY INTERESTS**

**Section 4.01** UTILITY RESPONSIBILITY. The **Utility** shall bear the costs of **Relocating** all **Undisclosed Prior Property Interests**.

**Section 4.02** REQUESTS FOR RELIEF. Within thirty (30) calendar days of **Utility Adjustment Completion**, the **Utility** may file a written request for relief with the **Authority** to request payment or partial payment for costs of the **Relocating Undisclosed Property Interests**. This request for relief shall be a separate document from the reports required by Article VII but shall be submitted to the **Authority** in conjunction with the reports required by Article VII. All requests for relief shall include an itemized list of costs, the total amount requested, and justification for **Utility's** failure to identify the **Undisclosed Prior Property Interest**. Requests for relief may be approved, approved in part and denied in part, or denied.

#### **ARTICLE V. RIGHT OF SITE ACCESS**

**Section 5.01** RIGHT OF SITE ACCESS. To ensure the **Authority** is able to proceed with construction of the **Project** in a timely and efficient manner, as well as to properly monitor and ensure completion of the **Utility Relocation Project**, the **Authority** shall have a right-of-way in, on, over, and across any and all **Sites** as well as the right to access, enter, and inspect any **Site**.

**Section 5.02** NON-REVOCABLE RIGHT OF THE METRO FLOOD DIVERSION AUTHORITY. Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the **Authority**.

**Section 5.03** NO NOTICE REQUIRED. No notice shall be required for the **Authority** to exercise the rights described in this Article.

**Section 5.04** DELAY FOR SAFETY PURPOSES. If the **Authority** attempts to exercise the rights described in this Article, but doing so would pose a safety hazard, the **Party** shall be kept from accessing, entering, or inspecting the **Site** in question only for as long as is reasonably required to make the **Site** safety for access, entry, and inspection, as determined by the **Party** desiring to access, enter, and inspect the **Site**.

**Section 5.05** FAILURE TO ALLOW ACCESS, ENTRY, AND INSPECTION. Should any **Party** having authority to access, enter, and inspect a **Site** be denied access for more than twenty-four (24) hours, other than when the same **Party** deems such a delay appropriate under Section 5.04, and such failure results in the unreasonable delay of **Utility Adjustment Construction Work**, the **Parties** shall follow the dispute resolution process pursuant to Section XI of this Agreement.

#### **ARTICLE VI. REQUIRED REPORTS**

**Section 6.01** REQUIRED REPORTS. The **Utility** shall prepare any reports, analysis, plans, cost estimates, or other information and materials within the scope identified in a task order

pertaining to the utility infrastructure, the **Utility Relocation Project**, or the **Project**, as requested by the **Authority**.

**Section 6.02 DEADLINES.** All reports, analysis, plans, cost estimates, and other information and materials requested by the **Authority** shall be provided before the expiration of a reasonable deadline determined by the **Authority** and/or identified in a task order pertaining to the utility infrastructure, the **Utility Relocation Project**, or the **Project**.

**Section 6.03 FAILURE TO TIMELY PRODUCE.** Should the **Utility** fail to produce any reports, analysis, plans, cost estimates, or other information and materials requested of them by the **Authority**, and such failure results in the unreasonable delay of **Utility Adjustment Construction Work**, the **Parties** shall follow the dispute resolution process pursuant to Section XI of this Agreement.

**Section 6.04 APPEAL OF FEES ASSESSED.** Within thirty (30) days of submitting requested information after the due date, the **Utility** may appeal the assessment of fees provided for in Section 6.03, by submitting a written appeal to the **Authority**. Within thirty (30) days of submission of a written appeal of assessed fees explaining the reasons for failure and other mitigating factors which the board should consider when deciding whether to waive the fee, the **Authority** shall, at its own discretion, approve or deny the appeal of assessed fees.

## **ARTICLE VII. PERFORMANCE AND CONSTRUCTION**

**Section 7.01 UTILITY ADJUSTMENT DESIGN WORK.** The **Utility** shall be responsible for the completion of all **Utility Adjustment Design Work**. The **Utility** shall complete all **Utility Adjustment Design Work** prior to reasonable deadline identified in a task order pertaining to the utility infrastructure, the **Utility Relocation Project**, or the **Project**, provided to **Utility** by the **Authority**.

**Section 7.02 UTILITY ADJUSTMENT CONSTRUCTION WORK.** The **Utility Adjustment Construction Work** shall be as follows:

- a. The **Utility** shall be responsible for the completion of all **Utility Adjustment Construction Work**. The **Utility** shall complete all **Utility Adjustment Construction Work** prior to reasonable deadline provided to **Utility** by the **Authority**.
- b. If a portion of the **Utility Adjustment Construction Work** is outside of the **Project Property**, the **Utility** shall be responsible for that portion of the **Utility Adjustment Construction Work**. **Utility** shall meet the requirements of federal law in regard to any **Work** contracted out to third parties, for which the **Authority** will reimburse the **Utility**.

**Section 7.03 ADDITIONAL RIGHT-OF-WAY OUTSIDE THE PROJECT FOOTPRINT.** Should the **Utility** require additional right-of-way to complete the **Utility Relocation Project**, the **Utility** shall notify the **Authority** of said needs as soon as reasonably possible after discovering the need.

The **Authority** shall use its **Best Efforts** to acquire the necessary right-of-way but shall not be responsible for any damages related to time delays associated with the acquisition of additional right-of-way needed to accommodate betterments. In the event the **Utility Relocation Project** directly or indirectly causes the **Utility** to acquire additional property interests, the **Utility** shall consult with the **Authority** prior to determining the price at which they will offer to purchase said property interests. The **Utility** will only offer to purchase additional property interests at a price consented to by the **Authority**.

**Section 7.04 TECHNICAL SPECIFICATIONS.** The **Utility Relocation Project** must be designed in accordance with the **Fargo-Moorhead Metropolitan (“FMM”) Area Southern Embankment – MFR-023, Utility Guidelines for the Southern Embankment and References (“MFR-023”)** which is hereby incorporated by reference and attached as **Exhibit C** to this Agreement. The requirements set forth in **MFR-023** shall only apply to **Utility Adjustment Work** within the **SEAI**. All **Utility Adjustment Work** in the **UMA** shall be conducted in accordance with Section 7.05 of this Agreement.

**Section 7.05 COORDINATION FOR UTILITY ADJUSTMENT IN THE UMA.** All **Utility Adjustment Work** in the **UMA** shall be designed, constructed, and completed in accordance with federal, state, and local regulations and guidelines. In the event **Utility Adjustment Work** shall be completed in the **UMA**, the **Utility** will work in conjunction with the **Authority**, in **Good Faith**, to design and submit a **Utility Adjustment** plan for the **Authority** to review, comment and approve.

**Section 7.06 PROPOSALS AND PLANS.** Anytime following execution of this Agreement, the **Utility** may submit to the **Authority**, for each **Utility Adjustment**, a **Preliminary Design Submittal**, a **Final Design Submittal**, and a **Post Construction Submittal** for review, comment, and approval by the **Authority** as defined and at the specific timelines specified in **MFR-023**.

- (a) Preliminary Design Submittal. The **Utility** shall complete a **Preliminary Design Submittal** to a minimum of approximately thirty-five percent (35%) level of design completion and define the basis of design for all aspects of each **Utility Adjustment** of the **Utility Relocation Project**. The **Preliminary Design Submittal** shall include calculations demonstrating that the proposed configuration meets and satisfies the technical requirements contained herein. The **Preliminary Design Submittal** shall also provide sufficient detail to demonstrate compliance with all design and construction requirements as described in **MFR-023**. The **Preliminary Design Submittal** shall include, at a minimum, sketches and/or relocation plans, text defining the general proposed plan, and a scoping estimate of construction costs.
- (b) Final Design Submittal. The **Utility** shall complete a **Final Design Submittal** including, but not limited to, fully developed design and relocation plan, drawings, specifications, and all other supporting information, design documentation, etc. The **Final Design Submittal** shall also contain complete applicable technical specifications. In addition to the aforementioned information, the **Final Design Submittal** shall include fully developed design and relocation plans, drawings, specifications, design documentation including calculations for the expected

volume of grout needed to fill the annular spaces and all other supporting information, design documentation, and a final estimate of construction costs. The Final Design Submittal shall be utilized to develop individual **Task Orders** for consideration and approval by the **Authority** prior to completion of the **Utility Adjustment Work**.

(c) Post Construction Submittal. The **Utility**, in coordination with the **NFS** shall complete and provide a **Post Construction Submittal**. The **Utility** acknowledges and agrees that **Post Construction Submittals** shall be conducted in accordance with the **MFR-023**. The **Post Construction Submittal** shall include, but is not limited to:

1. Acceptance testing documentation and inspection records, including standard proctor and field moisture density results.
2. Pipe inspection schedule and maintenance plan for future recurring inspections.
3. Design documentation that includes calculations for the expected volume of grout needed to fill the annular space.
4. Post-Construction Report that includes the amount that the expected amount of grout was used for filling the annular space.
5. As-Built Drawings: Submit As-Built drawings for the complete utility line relocation showing complete detail, including trench dimensions, pipe profile, pipe alignment, valve locations, connection box locations, manholes and all other pertinent as-built information.
6. As-Built Surveys

(d) Review. The **Authority** shall complete a full review of each submittal and provide comments and/or approval.

1. The **Authority's** review of submittals shall be restricted to a determination of whether the submittal complies with the specifications and requirements set forth in this Agreement.
2. The **Authority** shall complete a full review and provide comments on submittals within twenty (20) **Business Days** of the date on which the **Authority** receives a full and complete submittal. Should the **Authority** determine that a submittal is not in compliance with the terms and specifications provided in this Agreement, and the **Utility** resubmits a previously submitted submittal, the **Authority** shall review the submittal and respond within ten (10) **Business Days**. The **Authority's** review of the re-submittal shall be limited to the portions of the initial submittal deemed insufficient as well as any other portions of the submittal which have been amended or added since the initial

submission. In the event that the **Authority** does not provide comments within the period prescribed by this Agreement, the **Utility** shall provide written notice of the failure to respond. If the **Authority** does not respond within five (5) **Business Days** of receiving written notification, the submittal shall be deemed approved.

**Section 7.07** REQUIREMENT OF APPROVAL. No **Utility Adjustment Construction Work** may begin until the **Authority** approves the **Post Construction Submittal**.

**Section 7.08** SHOP DRAWING AND SAMPLE SUBMITTALS. The **Utility** shall submit **Shop Drawings and Samples** that detail the **Utility Adjustment Construction Work** to be performed by the **Utility** on the **Utility Relocation Project** within the **Project Footprint**. The **Authority** shall review the **Shop Drawings and Samples** in accordance with the procedure and timelines in Section 7.05 for the review of Submittals.

**Section 7.09** ADJUSTMENTS TO THE PROJECT. Should the planned route of the **SEAI** change in a material manner, the **Utility** and the **Authority** shall immediately interface to adjust plans for the **Utility Relocation Project** as necessary.

**Section 7.10** ADJUSTMENTS TO THE UTILITY ADJUSTMENT WORK. Any changes or modifications to the **Post Construction Submittal** during construction that materially affect the performance or construction of the **Utility Adjustment Work** will be subject to written approval by the **Authority**. The **Utility** will submit the proposed changes or modifications to the **Authority** for review and approval. The **Authority** shall review the submittals in accordance with procedure and timelines in Section 7.05. **Authority** lines not required to be moved prior to the adjustment of **Post Construction Submittal**, which need to be **Relocated** after changes are made to **Post Construction Submittal** shall not be treated as **Undisclosed Prior Property Interests** for purposes of assigning responsibility for costs.

**Section 7.11** INSPECTION. The **Utility** shall be responsible for inspection of all **Utility Adjustment Construction Work**.

**Section 7.12** UTILITY COMPLETION. Within ten (10) **Business Days** of the anticipated date for **Utility Adjustment Completion**, the **Utility** and the **Authority** will schedule a final inspection, whereby the **Utility** shall be responsible for holding an inspection of the **Utility's** portion of **Utility Adjustment Construction Work** to determine whether the **Utility Adjustment** meets the **Post Construction Submittal** and any material changes or modifications made per Section 7.08 and 7.09. If the **Authority** finds the construction is not in conformance with the **Post Construction Submittal** or any approved material changes or modifications, the **Authority** will notify the **Utility** of such fact and the **Utility** will correct such nonconformance in the construction work and re-notify for inspection. Once the **Authority** finds a **Utility Adjustment** has reached **Utility Adjustment Completion**, the **Authority** will provide a certificate of **Utility Completion Acceptance**.

**Section 7.13** THIRD PARTY CONTRACTORS. Should the **Utility** engage any third-party contractor to fulfill, contribute to, or otherwise act in regard to an obligation assigned to **Utility** in this Agreement, the **Utility** shall abide by all restrictions and requirements provided for in Section

13 and as provided in the federal lobbying restrictions which is attached as **Exhibit D** to this Agreement.

**Section 7.14 INVOICING REQUIREMENTS.** All invoices provided to the **Authority** pursuant to or arising from this Agreement shall comply with invoicing requirements provided in the Authority invoicing requirements which is as attached as **Exhibit E** to this Agreement.

## **ARTICLE VIII. PAYMENT OF COSTS**

**Section 8.01 NECESSITY TO KEEP COSTS LOW.** The **Utility** and the **Authority** each recognize the need to minimize the cost of the **Utility Relocation Project**, while seeking to maintain the same quality of service to the **Utility's** customer. The **Utility** and the **Authority** shall be diligent in keeping costs as low as reasonably possible.

**Section 8.02 GENERALLY.** The **Authority** shall pay all reasonable costs of the **Utility Relocation Project** approved under Section VII and actually incurred, whether those costs are incurred by the **Utility** or the **Authority**, excluding the **Utility's** internal costs.

**Section 8.03 REPORTING OF COSTS.** Upon completion of the **Utility Relocation Project**, the **Utility** shall submit a detailed, itemized report of the costs and expenses of the **Utility Relocation Project** to the **Authority** for review.

**Section 8.04 REJECTION OF COSTS.** The **Authority** may reject reported costs and expenses to the extent that it deems any specific costs or expenses are unreasonable. Notice of rejection of any costs or expenses must be provided to the **Utility** in writing.

**Section 8.05 APPEAL OF A DECISION TO REJECT COSTS.** The **Utility** may appeal a decision rejecting any cost by providing the **Authority** written notice of the appeal and justification for its expenses within twenty (20) days of its receipt of the rejection notice.

**Section 8.06 PAYMENT OF ACCEPTED COSTS.** Within thirty (30) days of the determination of the **Authority's** full liability to the **Utility**, the **Authority** shall issue a single, full payment of the amount owed to the **Utility**.

**Section 8.07 BETTERMENTS.** In no situation shall any **Party** other than the **Utility** be responsible for costs and expenses of betterments installed during the **Utility Relocation Project**.

## **ARTICLE IX. FUTURE RIGHTS AND RESPONSIBILITIES**

**Section 9.01 RIGHT OF WAY.** Should the **Authority** deem it necessary for the purpose of the **Utility Relocation Project**, the **Authority** shall grant the **Utility** a right-of-way below, above, and across the **Project Footprint** so the **Utility** can properly maintain its facilities in the right-of-way, subject to the following restrictions and obligations:



- a. Coordination with USACE. In the event the **Utility** deems it necessary to perform **Utility Adjustment Work**, within the right-of-way, beyond operation and maintenance for the **Utility Relocation Project**, **Utility** shall be responsible for coordination with the **USACE** to obtain appropriate review and approval.
- b. Maintenance of Utility Property. Following completion of the **Utility Relocation Project**, the **Utility** shall be responsible for all maintenance of **Utility** property and associated infrastructure. The **NFS** and **Utility** shall be responsible for preparing an operation and maintenance agreement that sets forth the roles and responsibility of each **Party**. The **Utility** shall be responsible for preparing a maintenance and abandonment plan for all utilities located within the work limits of the **SEAI** and/or **UMA**. The **Utility** acknowledges and agrees that all maintenance of the **Utility** property and associated infrastructure shall be conducted in accordance with the **MFR-023**.
- c. Post Construction Access. Following completion of the **Utility Relocation Project**, the **Utility** shall provide the **Authority** with seven (7) days' written notice of any maintenance it intends to do within the **Project Footprint**.
- d. Approval for Ground Disturbing Maintenance or Repairs. The **Utility** must submit and obtain approval for any and all plans for maintenance or repair that requires the ground within the **Project Footprint** to be disturbed, from the **Authority**.
- e. Clean Up. The **Utility** shall ensure that after any maintenance or repairs to **Utility** Property, the ground within the **Project Footprint** is returned to the state in which it existed prior to the maintenance or repair that caused the ground within the **Project Footprint** to be disturbed.
- f. Metro Flood Diversion Authority Access. In the event that **Utility** property malfunctions, destructs, or otherwise begins to cause on-going damage to the **SEAI** and/or the **UMA**, the **Authority** shall have the authority to access the damage-causing **Utility** property and take any action necessary to stop on-going damage to the **SEAI**.
- g. Access. The **Authority** shall have unrestricted access in, over, and across the right-of-way.
- h. Damage to the SEAI or UMA. Should **Utility** property malfunction, deconstruct, or otherwise cause damage to the **SEAI** and/or the **UMA**, the **Utility** shall take immediate action to stop on-going damage to the **SEAI** and/or the **UMA** and will consult with the **Authority** on how to repair all damage that occurs.

- i. Abandonment. Should the **Utility** abandon or remove a utility line within the easement and fail to replace the line within three (3) years of removal, the **Utility** shall forfeit and extinguish said easement.

**Section 9.02** USE OF EXISTING EASEMENT. In the event **Utility** property is **Relocated** within the **Utility's** currently existing easement or right-of-way, the **Utility** shall be bound to exercise its rights under said easement, subject to the requirements and obligations contained in this Article. The requirements of this Article shall survive so long as the **Utility** has property located within the **Project Footprint**.

**Section 9.03** RECORD KEEPING. The **Utility** shall maintain or cause to be maintained (by way of contract and enforcement of such contract) a complete set of records detailing all costs it incurs in the **Utility Relocation Project**, in accordance with the recordkeeping and audit requirements of this Agreement and the laws of North Dakota.

**Section 9.04** FUTURE PERMITS. Should the **Utility** file a formal permit application with the Authority, pertaining to the **Utility** line **Relocated** pursuant to this Agreement, with the **Authority** after the **Effective Date**, the **Authority** shall grant, at no cost to the **Utility**, the permit application so long as the permit application meets all reasonable requirements listed in the instructions to said permit application and the proposed crossing would not unreasonably risk harm to the **SEAI** or the **UMA** or interfere with other facilities already contained within the **Project Footprint**, as determined by the **Authority**. In addition to the permit application granted by the **Authority**, **Utility** shall be responsible for obtaining all other permits necessary and required by the **USACE**. Should an existing **Utility** line be modified in the future, the **Authority**, in its sole discretion, shall determine whether the modification is allowable under a previously existing permit or whether the modification is significant enough in its nature or effect to require the **Utility** to apply for a new permit.

## ARTICLE X. DISPUTES WITH CONTRACTORS AND OTHER THIRD PARTIES

**Section 10.01** COORDINATION. The **Parties** shall coordinate with respect to any dispute with third parties. Such coordination shall include any potential or ongoing litigation.

## ARTICLE XI. DISPUTES AMONG THE UTILITY AND THE METRO FLOOD DIVERSION AUTHORITY

**Section 11.01** INTENT AND PROCEDURE. The **Utility** and the **Authority** shall use their **Best Efforts** to ensure that the provisions of this Agreement are fulfilled. The **Parties** agree to act in **Good Faith** to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the **Parties** or under other, situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.

**Section 11.02** PROCEDURE TO COMMENCE DISPUTE RESOLUTION PROCESS. The **Parties** agree that in the event of an alleged breach of any of the terms of this Agreement, the **Parties**

making such allegation shall, except as provided in Section 13.01 (Notices) of this Agreement, provide thirty (30) days written notice to the other **Party** of the alleged breach. The written notice shall contain reasonable description of the underlying facts and an explanation of why the **Party** providing notice believe those facts constitute a breach. Following transmittal of the notice, the **Party** alleged to have caused the breach shall be given a reasonable time (as provided in Section 12.03 of this Agreement), not less than ten (10) days to correct or remedy the alleged breach, to meet and confer with the other **Party**, and/or to participate in mediation with the other **Party** prior to initiating any litigation, arbitration, or any administrative proceeding, unless the alleged breach has the potential to cause immediate and irreparable harm, in which case the **Party** alleging the harm may initiate litigation prior to complying with the provisions of this Section 11.02 while, at the same time, following the procedures set forth in Sections 11.01, 11.02, and 13.01 of this Agreement as applicable.

**Section 11.03 TIME TO CORRECT.** The reasonableness of the time afforded to the **Party** alleged to have breached this Agreement pursuant to Section 11.02 of this Agreement to cure the alleged breach and engage in dispute resolution processes shall be determined by considering the circumstances, including the potential harm, injury, or damages that are or may result from the alleged breach and the extent to which the harm, injury, or damages may worsen with the passage of time.

**Section 11.04 MEDIATION.** If there is a failure between the **Parties** to resolve a dispute on their own, the **Parties** shall first attempt to mediate the dispute. The **Parties** shall agree upon a single mediator or, if they cannot agree, shall obtain a list of court-appointed mediators from the Cass County District Court Administrator, and select a mediator by alternately striking names until one remains. The **Authority** shall strike the first name, followed by the **Utility**, in that recurring order until one name remains.

**Section 11.05 ARBITRATION.** If there is a failure between the **Parties** to resolve a dispute on their own, the **Parties** shall first attempt to arbitrate the dispute. The **Parties** shall agree upon a single arbitrator, that is mutually agreeable to the **Parties**. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Section 11.06 RIGHT OF SETOFF.** If there is a failure between the **Parties** to resolve a dispute on their own, and the **Parties** have attempted to utilize the dispute resolution process pursuant to Section 11 of this Agreement, and such dispute, including but not limited to those identified in Sections 3.04, 5.05, and 6.03, results in the unreasonable delay of the **Utility Relocation Project**, the **Authority** is hereby authorized, to the fullest extent permitted by law to setoff, and may apply any and all deposits at any time held and owing to or for the credit of any **Party** to this Agreement against any and all obligations existing under this Agreement.

**Section 11.07 LITIGATION IF DISPUTE NOT RESOLVED.** If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the **Parties** may litigate the matter.

**Section 11.08 LEGAL FEES.** Each **Party** will be responsible for their own attorney's fees in connection with a dispute under this Article.

**Section 11.09** WAIVER OF JURY TRIAL. THE **PARTIES** HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL MEMBER ENTITIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE **UTILITY** AND THE **AUTHORITY** ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD-PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE **PARTIES** FOR **PROJECT PROPERTY** ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

## **ARTICLE XII. USE OF EMINENT DOMAIN**

**Section 12.01** EMINENT DOMAIN. Nothing in this Agreement shall be construed as limiting the **Authority's**, or its **Member Entities'**, ability to exercise its powers of eminent domain.

**Section 12.02** NULLIFICATION BY EMINENT DOMAIN. Should the **Authority** initiate eminent domain proceedings to accomplish the goals of the **Utility Relocation Project**, the terms of the Agreement shall be null and void at the option of the **Authority**.

**Section 12.03** NULLIFICATION AFTER COSTS INCURRED. Should the terms of this Agreement be nullified under Section 12.02, after plans and proposals described in Section VII have been approved as required by Article VII, the **Utility** shall, within thirty (30) days of being served with notice of the eminent domain proceeding, submit a report of its costs to the **Authority** in the same manner it would have submitted a report of costs pursuant to Article VII had the **Utility Relocation Project** been completed.

## **ARTICLE XIII. MISCELLANEOUS**

**Section 13.01** NOTICE. All notices under the Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with deliver receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

- a. All notices to the **Authority**, including **Project** correspondence, submittals, and samples, will be marked as regarding the **Project** and will be delivered to the following address or as otherwise directed by the **Authority's** authorized representative:

Jacobs Engineering Group, Inc.

64 4<sup>th</sup> Street North, Suite 300  
Fargo, North Dakota 58102  
and

Metro Flood Diversion Authority  
Attention: Executive Director  
207 4<sup>th</sup> Street North, Suite A  
Fargo, North Dakota 58102

- b. All legal notices to the **Authority**, in addition to being provided to the **Authority's** representative as provided above, will also be provided to the **Executive Director** at the following address or as otherwise directed by the **Authority's** representative:

Metro Flood Diversion Authority  
Attention: Executive Director  
207 4<sup>th</sup> Street North, Suite A  
Fargo, North Dakota 58102

- c. All notices to the **Utility** will be marked as regarding the **Project** and will be delivered to the following address or as otherwise directed by the **Utility's** authorized representative:

Xcel Energy, Inc.  
Attention: Chadrick Walsh, Designer  
701-241-8647  
[chadrick.walsh@xcelenergy.com](mailto:chadrick.walsh@xcelenergy.com)

- 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 sent by facsimile after 4:00 p.m. Central Time and all other notices received after 5:00 p.m. Central Time will be deemed received on the first **Business Day** following delivery.

**Section 13.02** ASSIGNMENT. Neither **Party** may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other **Party**. Each **Party** shall only be permitted to transfer or assign rights or obligations under this Agreement by giving thirty (30) days' written notice pursuant to Section 13.01 to the other **Party** of its intent to transfer or assign.

**Section 13.03** WORKERS' COMPENSATION. Each **Party** shall be responsible for injuries or deaths of its own personnel. Each **Party** will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Notwithstanding any other provision of this Agreement, each **Party** waives the right to pursue a legal action against one of the other **Parties** for any workers' compensation

benefits paid to its own employee or volunteer or their dependents, even if the injuries are caused wholly or partially by the negligence of any other **Party** or its officers, employees, or volunteers.

**Section 13.04 INSURANCE.** The **Utility** shall list the **Authority** as additional insureds on any insurance policy obtained in connection with the **Utility Relocation Project**. No **Utility Adjustment Work** may be done until a certificate of insurance listing the aforementioned entities as additional insureds is produced. An additional insured shall be given notice at least thirty (30) days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that the policy is terminated for any reason and notice has not been previously given to the additional insureds, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible.

**Section 13.05 INDEMNIFICATION.** The **Utility** shall indemnify and hold harmless the **Authority**, its **Member Entities**, and directors, officers, employees, and agents harmless against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including attorney's fees), which arise out of, relate to or result from any act or omission of the **Utility** or failure of **Utility's** facilities or property.

**Section 13.06 RELATIONSHIPS CREATED.** The **Parties** agree this Agreement does not create any agency, partnership, joint venture, or any other relationship between the **Parties** and that the **Utility** is solely responsible for its own actions or omissions.

**Section 13.07 GOVERNING LAW.** This Agreement shall be controlled by the laws of the **State of North Dakota**. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be venued in **Cass County** in the **State of North Dakota**, and the **Parties** waive any objection to personal jurisdiction.

**Section 13.08 CONFLICT.** In the event of a conflict between the **Parties** pertaining to the terms and conditions of this Agreement, this Agreement shall control and govern the relocation of **Utility** infrastructure, lines, and property for purposes of the **SEAI** and the **UMA**, but not the relocation of **Utility** infrastructure, lines, and property for purposes of the **SWDCAL**.

**Section 13.09 SEVERABILITY.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Section 13.10 MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both **Parties** to this Agreement.

**Section 13.11 BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the **Parties** hereto and their respective personal representatives, successors, and assigns.

**Section 13.12 REPRESENTATION.** The **Parties**, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this

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

**Section 13.13 HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

**Section 13.14 COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the **Parties** and delivered to the other **Party**.

**Section 13.15 REPRESENTATION OF AUTHORITY.** Each **Party** signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such **Party** and enforceable in accordance with its terms.

**Section 13.16 FEES.** The fees provided for herein shall not be interpreted or deemed to be the **Authority's** sole source of recovery for damages in any way arising from or related to **Utility's** delay, actions, or failure to act. The **Authority** shall have all remedies available to it at law in addition to any fees paid to the **Authority** by **Utility** pursuant to this Agreement .

**Section 13.17 ELECTRONIC SIGNATURES.** The **Parties** acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

**Section 13.18 FEDERAL LOBBYING RESTRICTIONS.** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, member of **Congress**, an officer or employee of **Congress**, or any employee of a member of **Congress** with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for **U.S. EPA** in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, **Utility** shall complete and submit to the **Authority** the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached as Exhibit \_\_\_ to this Agreement. **Utility** shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

**Section 13.19 DEBARMENT AND SUSPENSION.** **Utility** certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the **Project**. Suspension and debarment information can be accessed at <http://www.sam.gov>. **Utility** represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, **Utility** shall complete and submit to the **Authority**, the federal certification form regarding debarment and suspension, which is attached as **Exhibit D** to this Agreement.

**Section 13.20 DAVIS-BACON ACT AND OTHER LABOR LAWS.** **Utility** shall comply with the following federal labor requirements:

- a. **Davis-Bacon Act**, which requires the payment of prevailing wage rates to all laborers and mechanics on construction projects in excess of \$2,000. **Utility** and the **Authority** acknowledge and agree that the **Davis-Bacon Act** shall apply if **the Authority** is performing **Utility Adjustment Construction Work**. **Utility** and the **Authority** acknowledge and agree that the **Davis-Bacon Act** shall not apply if any party other than the **Authority** is performing **Utility Adjustment Construction Work**.
- b. The **Contract Work Hours and Safety Standards Act**, which requires time and one-half pay for overtime hours worked in excess of forty hours in any workweek.
- c. The **Copeland Act** (Anti-Kickback Act), which prohibits employers from inducing an employee to give up any part of compensation to which he or she is entitled.

**Section 13.21 CIVIL RIGHTS OBLIGATIONS.** **Utility** shall comply with the following, federal non-discrimination requirements:

- a. Title VI of the **Civil Rights Act of 1964**, which prohibits discrimination based on race, color, and national origin, including Limited English Proficiency (“LEP”).
- b. Section 504 of the **Rehabilitation Act of 1973**, which prohibits discrimination against persons with disabilities.
- c. The **Age Discrimination Act of 1975**, which prohibits age discrimination.
- d. Section 13 of the **Federal Water Pollution Control Act Amendments of 1972**, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.
- f. **Executive Order No. 11246**.

**Section 13.22 CERTIFICATION.** **Utility** shall complete and submit to the **Authority**, the federal certification form regarding civil rights, which is attached as **Exhibit D** to this Agreement.

**Section 13.23 TERMINATION.** This Agreement may be terminated by the **Authority**, at any time and for any reason with three (3) calendar days written notice to the **Utility**.

*(Signatures appear on the following pages.)*



IN WITNESS WHEREOF, the Parties executed this Agreement on the date first written above.

AUTHORITY:

Metro Flood Diversion Authority

\_\_\_\_\_  
Joel Paulsen, Executive Director

\_\_\_\_\_  
Shelly Carlson, Chair

ATTEST:

\_\_\_\_\_  
Dawn Lindblom, Executive Assistant

UTILITY:

*Joseph N Klein*      *3/04/21*  
\_\_\_\_\_  
Joseph Klein, Design Manager

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_



Exhibit A

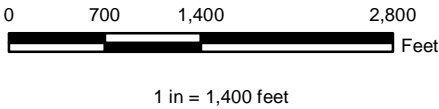
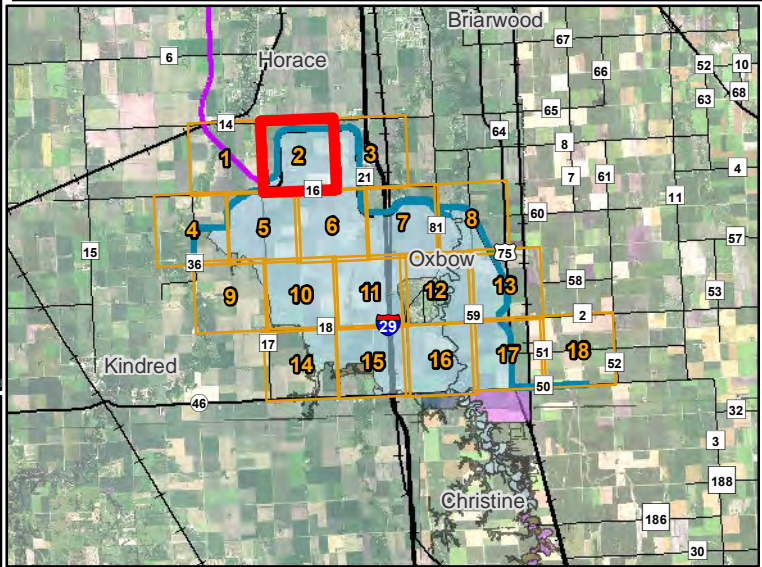
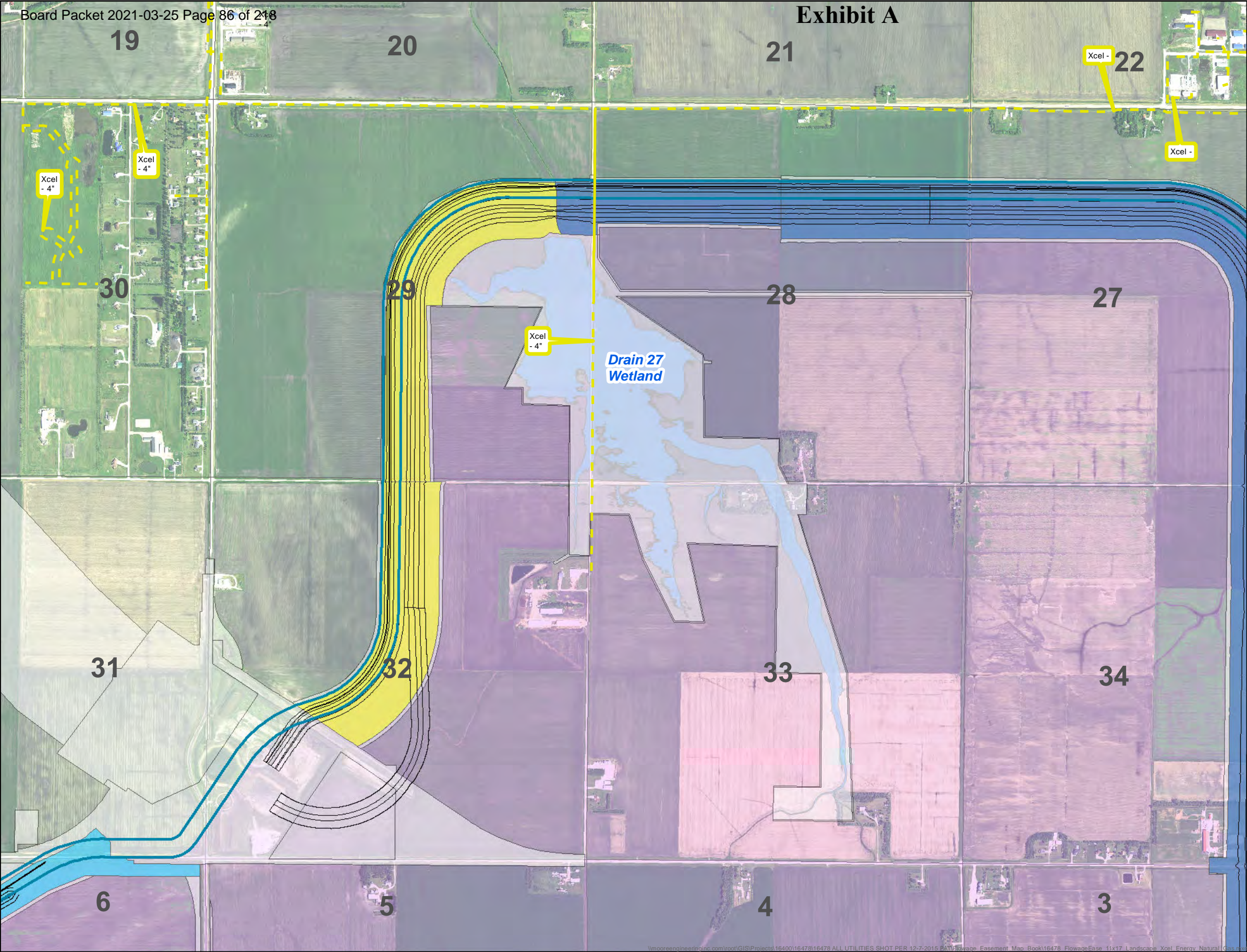


Data Collection & Field Locates

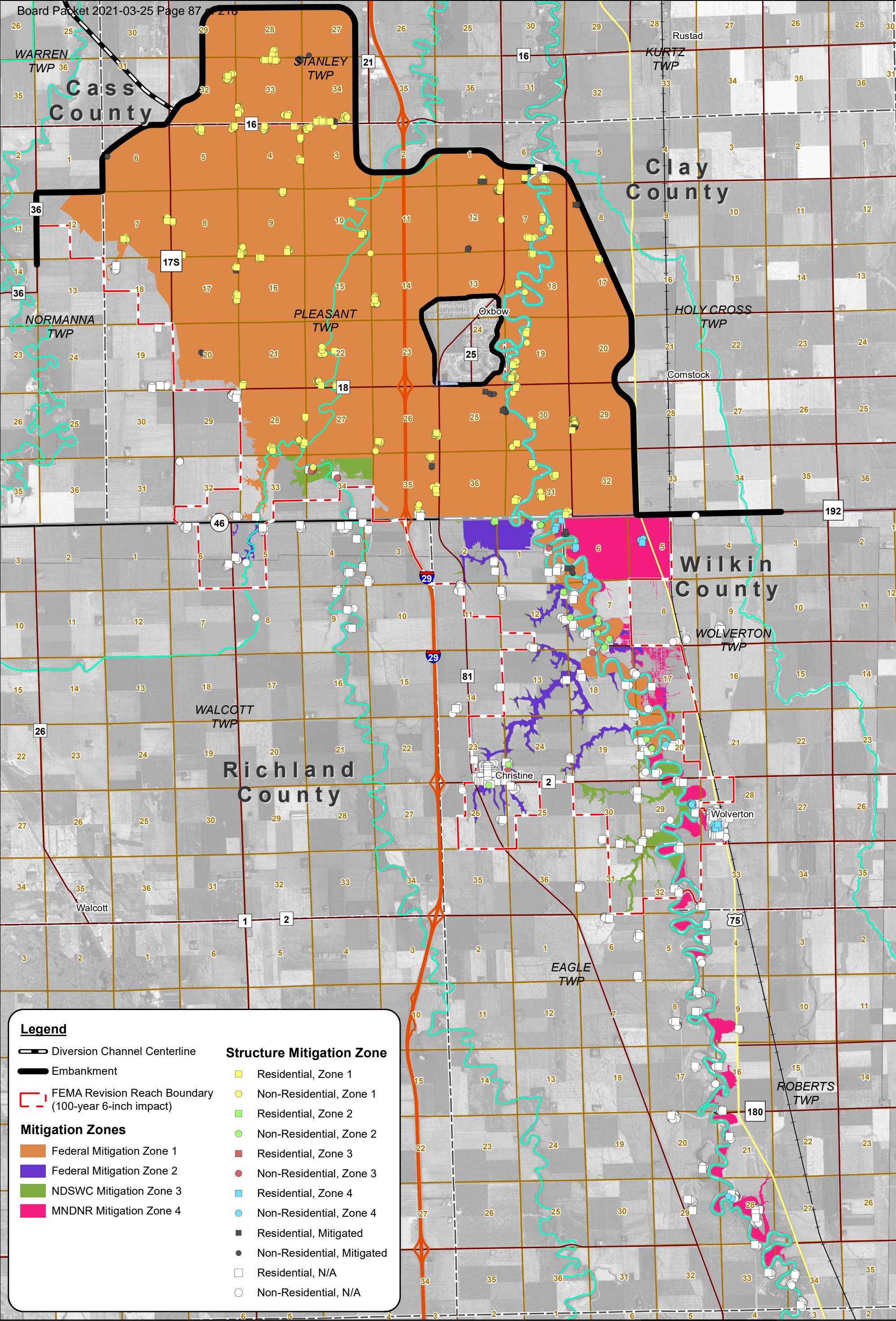
Diversion Channel – 2016 & Prior  
ND Southern Embankment – 2019  
MN Southern Embankment – Not Field Located  
I-29 Corridor - 2016 & Prior

Legend

- Southern Alignment - 02/17/2020
- Borrow Ditch Features - 02/17/2020
- Southern Embankment Segments**
  - SE-1
  - SE-1B
  - SE-2A
  - SE-2B
  - SE-3
  - SE-4
  - SE-5
  - I-29 Raise
- Flowage Easement Zones**
  - Zone 1, USACE Zone 1
  - Zone 2, USACE Zone 2
  - Zone 3, ND 100-yr DD > 0.5
  - Zone 4, MN 100-yr & PMF DD > 0.1
- Petroleum Lines**
  - Xcel - Digitize
  - Xcel - Field Located







**Legend**

- Diversion Channel Centerline
- Embankment
- FEMA Revision Reach Boundary (100-year 6-inch impact)

**Mitigation Zones**

- Federal Mitigation Zone 1
- Federal Mitigation Zone 2
- NDSWC Mitigation Zone 3
- MNDNR Mitigation Zone 4

**Structure Mitigation Zone**

- Residential, Zone 1
- Non-Residential, Zone 1
- Residential, Zone 2
- Non-Residential, Zone 2
- Residential, Zone 3
- Non-Residential, Zone 3
- Residential, Zone 4
- Non-Residential, Zone 4
- Residential, Mitigated
- Non-Residential, Mitigated
- Residential, N/A
- Non-Residential, N/A

## **MEMORANDUM FOR RECORD**

### **SUBJECT:**

Fargo-Moorhead Metropolitan (FMM) Area Southern Embankment - MFR-023, Utility Guidelines for the Southern Embankment

### **1. REFERENCES**

- a. USACE. Engineering Manual 1110-2-2902 *Conduits, Culverts and Pipes*. 22 May 2020.
- b. USACE. Engineering Pamphlet No. 1110-2-18, *Guidelines for Landscape Planting and Vegetation Management at Levees, Floodwalls, Embankment Dams, and Appurtenant Structures*. 1 May 2019.
- c. ANSI/IEEE C2 – National Electric Safety Code.

### **2. PURPOSE**

Requirements for pipelines<sup>1</sup> and other utility lines crossing the dam are primarily defined in References under paragraph 1. As noted in Chapter 2 of Reference 1a, internal erosion accounts for nearly half of all embankment dam failures with many of those failures occurring along pipelines. These potential failure modes are also discussed at length in Chapter 2 of Ref 1a. Understanding how these failures occur and the risks associated with these failures is key in designing the proposed utility crossings and was the basis of this MFR to minimize risks to the dam and allow the dam to perform as intended.

Ideally, all utilities would be relocated around the Fargo-Moorhead Metropolitan Area (FMM) Southern Embankment (SE) Project and would not cross the dam embankment or be placed within the Project work limits. However, given the length of the Project, (21 miles of dam), utilities will need to cross the line of the protection. Therefore, these guidelines will aid impacted utility owners and the Non-Federal Sponsor (NFS) in developing an approved utility relocation plan. These guidelines are general; each proposed utility relocation within the SE Project work limits shall be reviewed by the United States Army Corps of Engineers (USACE) on a case-by-case basis.

### **3. PROJECT DESCRIPTION**

The FMM SE Project is a “dry dam” consisting of a 21-mile long earthen dam embankment and three gated structures. The SE Project will be constructed to meet USACE dam safety criteria and is to be built under several contracts spanning multiple years. The three gated structures are located at the inlet to the diversion channel near the intersection of Cass County Road 16 (CR

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<sup>1</sup> Conduits, pipes, and culverts that convey fluids or gases, or serve as encasements for utility lines, or intercept seepage.



16) and Cass County Road 17 (CR 17) south of Horace, North Dakota; at the Wild Rice River; and at the Red River of the North. These three structures are referred to as the Diversion Inlet Structure (DIS), Wild Rice River Structure (WRRS), and Red River Structure (RRS), respectively.

#### **4. EXISTING UTILITY REMOVAL AND ABANDONMENT**

In general, existing utilities within the SE Project work limits and/or that cross the proposed dam embankment alignment shall be removed and or abandoned prior to the USACE issuing a notice to proceed for an awarded construction contract.

Existing utility lines may remain in place until the relocated utility becomes operational or may be temporarily relocated provided its design is coordinated in line with the USACE design and construction schedule. Temporary utility relocations shall be coordinated with the USACE prior to the SE Project 65% plans and specifications and may be placed within the SE Project work limits.

##### **4.1. Overhead Utilities**

In general, overhead utility lines and poles shall be removed from the SE Project work limits by the responsible utility owner prior to construction. Above ground appurtenances, utility pedestals and boxes, or any other utility related infrastructure shall also be removed by the utility owner prior to award of the USACE construction contract. Existing overhead power may be allowed to stay in place based upon approval from the USACE.

##### **4.2. Underground Utilities**

Responsible utility companies shall disconnect, cap, and abandon existing underground utility lines located within the SE Project work limits. Abandoned underground utility lines will be removed as necessary by the USACE construction contractor.

Any remaining abandoned underground utility lines, abandoned above ground utility lines, and any related utility infrastructure within the SE Project work limits shall be described and listed with enough detail to include as part of the SE Project 65% plans and specifications ahead of contract award.

#### **5. PROPOSED UTILITY CROSSINGS OF THE DAM EMBANKMENT**

The paragraphs below provide the general guidance for utilities crossing the FMM SE Project.

##### **5.1. Alignment and Utility Corridor**

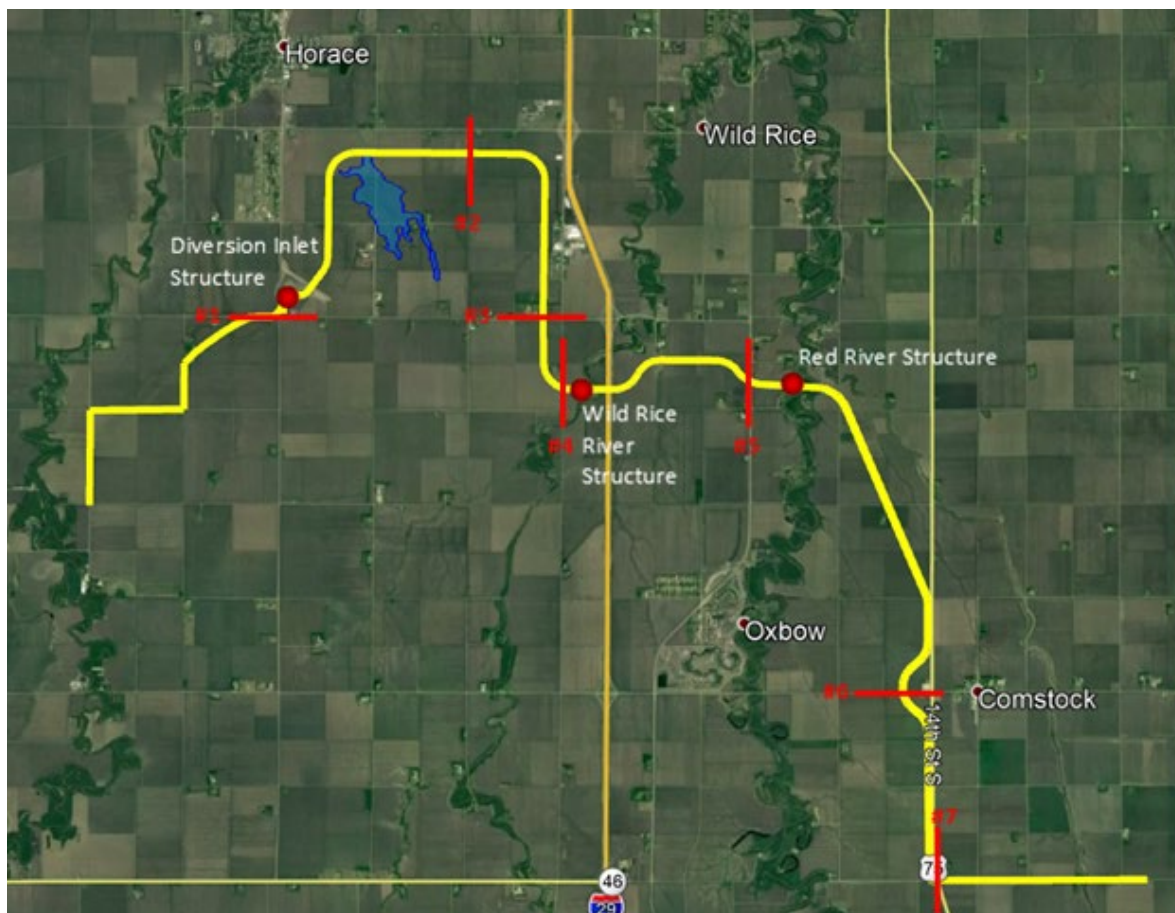
Utility owners shall develop a plan for relocation of utilities (electric, water, sewer, communication, gas, etc.) that cross or lie within the SE Project work limits. Utility companies shall submit proposed utility relocation plans to the NFS and USACE for review and comment

prior to utility relocation construction. The number of utility crossing locations shall be minimized and the use of utility corridors where multiple utilities cross in the same general location is preferred. Final crossing location and orientation relative to the SE Project alignment shall be approved by the NFS and USACE during SE Project design stages.

Wherever possible, the utilities shall be rerouted to one of the nearest seven proposed utility corridors provided in Table 1 and Figure 1 below.

*Table 1: List of Utility Corridors.*

ID	Location	Description
1	Diversion Inlet Structure	Shoulder of County Road 16
2	45 <sup>th</sup> Street S	Shoulder of 45 <sup>th</sup> Street S
3	County Road 16	Shoulder of County Road 16
4	Wild Rice River Structure	173 <sup>rd</sup> Ave SE access ramp to Dam
5	Red River Structure	Roadway shoulder of County Road 81
6	Comstock, MN	Roadway shoulder of 160 <sup>th</sup> Ave S (County Road 2)
7	HWY 75 & 100 <sup>th</sup> Street Intersection	Roadway shoulder of U.S. Highway (HWY 75)



*Figure 1: Locations of the utility corridors along the FMM Southern Embankment Project*

## **5.2. Overhead Utilities**

Poles, guy wires, and anchors shall be located 25 feet beyond the daylight of the SE Project borrow and local drainage ditches. Overhead work clearance requirements for dam construction shall be determined by Table 232-1 of Ref 1c, and dam embankments shall be considered “road, streets, and other areas subject to truck traffic,” as the dam will be regularly traversed for operation, maintenance, repair, rehabilitation, and emergency operations. Clearance distances shall be selected per voltage levels and the type of cable, conductor, or wire. Section 23 and sections C and D of Ref 1c have methods for calculating the required clearances for routing electrical lines with voltages exceeding 22 kV.

## **5.3. In-Ground Utilities Crossing the Dam Embankment**

Utilities crossing the dam embankment shall be designed according to Ref 1a, as well as the guidance provided below. These guidelines apply to the portion of the utility located within the dam embankment footprint and within the SE Project work limits.

### *5.3.1. Up and Over Dam Embankment Crossing*

Proposed utility crossings above the allowable crossing elevation of 925 feet (NAVD88) will be evaluated on a case by case basis, and drawings/calculations shall be submitted to fully document the design. The following are provided as guidelines:

- (1) Proposed utility crossings shall be aligned to cross as close to perpendicular as possible to the dam embankment centerline at the approved utility corridor crossing. Variations to the crossing angle may be dictated by field conditions and the location of connecting utilities. If possible, crossings shall be located where the existing ground is at its highest elevation. Final crossing location and orientation relative to the dam embankment alignment shall be approved by the NFS and USACE during SE Project design stages.
- (2) In general, non-pipeline utilities (Cable TV, Telecommunications and Underground Power lines) shall cross up and over the top of the dam embankment at an elevation above 925 feet (NAVD88). This elevation includes the 1.5 feet of expected settlement for most of the dam embankment reaches. Calculations are required to show that each utility line has adequate strength/flexibility to withstand the expected loading and settlement.
- (3) For pipelines that need to be protected from freezing (e.g. water lines and sanitary sewer force mains), additional dam embankment fill will be required to meet local requirements for 10 feet minimum cover. Earthen fill is the preferred alternative for frost protection, as it is more reliable than insulation.

- (4) Selecting the most appropriate pipe material for a specific environment is an essential step in reducing the risk associated with the long-term performance of a pipe. A list of applicable pipe materials by function along with potential concerns for each pipe function, is provided in Table 3-2 in Ref 1a.
- (5) Controlled Low-Strength Material (CLSM) backfill must be used to encapsulate pipes through its horizontal alignment when trenched within/through the crest of the dam to reduce the chance of seepage along or into the pipe. See Figure 5-40 of Ref 1a.

For pressurized utilities, the following guidelines also apply:

- (6) Pipeline material and joints shall be pressure rated to withstand all fluid pressures that may be encountered. Recommended viable pipe materials by pipe function are listed in Table 3-2 of Ref 1a.
- (7) Pipelines shall be evaluated for the need for air-release, air vacuum and combination valves at the crest of the dam embankment. If needed, the valves shall be adequately protected from frost.
- (8) Pipe bends shall have appropriately designed thrust restraints. See Section 5.5.13 of Ref 1a.
- (9) Calculations are required to show that each utility line has adequate strength and flexibility to withstand the expected loading and settlement.
- (10) If manholes are required for access to rapid closure valves and testing access points, watertight sealed manholes shall be located a minimum of 25 feet outside the upstream and downstream dam embankment toes.

#### *5.3.2. Under Dam Embankment Crossing*

Utilities crossing under the dam embankment shall be designed according to Ref 1a, as well as the guidance provided below. These crossings will also be evaluated on a case by case basis, and calculations shall be submitted to fully document the design. There are additional factors that must be considered and addressed in a site-specific engineering evaluation before any such crossing would be approved. Chapter 5 of Ref 1a discusses these factors and concerns. Pressure pipelines are of particular concern because of the damage that can occur to the dam embankment if a line fails in the foundation of the dam embankment. The guidelines in Paragraph 5.3.1 above will apply to crossings under the dam embankment as well as the following additional guidelines.

- (1) If open-cut methods are utilized, the crown of the pipeline must be at least 3 feet



below the bottom of the dam inspection trench and bottom of borrow/drainage ditches associated with the SE Project. This guideline serves to reduce the chance of damaging the utility during construction and/or during future maintenance activities. Utilities susceptible to freezing shall be located a minimum of 10 feet below the ditches or as required by local code.

- (2) If open cut is utilized, the trench shall extend under and 20 feet beyond the proposed dam embankment prism toes. Topsoil shall be stripped from the trench area and set aside separate from the excavated trench material. The utility pipeline will be required to be encased in CLSM (specification attached). The new pipeline shall be placed on supports to allow the CLSM to flow beneath the pipe and completely fill the pipe haunches. See Sections 5.5.7 and 5.5.18.1. of Ref 1a. Supports shall be placed from  $L/4$  to  $L/5$  from the pipe ends, where  $L$  is the pipe segment length. See Section 5.5 in Ref 1a for further detail. CLSM shall be placed in the trench to 1 foot above the crown of the pipe. The remaining trench shall be backfilled with compacted impervious fill from material excavated from the trench, excluding topsoil. Fill shall not be placed on any subgrade that is wet, muddy, frozen, containing frost, or covered with snow. Trenches shall be backfilled in maximum 12-inch (uncompacted) layers and compacted to a density of at least 95-percent of the maximum density obtained by standard proctor (ASTM D698). Fill shall be within the limits of 3 percentage points above the optimum and 1 percentage point below the optimum moisture content of the standard proctor as determined by field moisture density tests. Field moisture density tests shall be either by nuclear method (ASTM D6938) or the rubber balloon method (ASTM D2167). Testing frequency shall be at least one test per 250 lineal foot, for each lift.
- (3) If horizontal directional drilling is utilized, it shall be accomplished pursuant to Section 5.6 of Ref 1a and the attached "Guidelines for Installation of Utilities Beneath Corps of Engineers Levees Using Horizontal Directional Drilling", June 2002, and the St. Paul District's "Guidance Pertaining to Horizontal Directional Drilling Under a Flood Barrier/Channel." The pipe entry and exit locations (pits) must be located so that they are a distance of at least 20 times the embankment height or 300 feet (whichever is greater) from the embankment centerline.
- (4) Utility relocation design shall include watertight sealed manholes on both sides of the dam embankment for access to rapid closure valves (see Section 5.5 below), regular operation and maintenance activities, and to facilitate recurring inspections of pressurized utilities passing under the dam embankment. Watertight sealed manholes shall be located a minimum of 25 feet outside the upstream and downstream embankment toes.

#### **5.4. Casing for Utility Lines**

- (1) All pressurized utility lines (sewer, water, and gas) crossing under the dam embankment shall be cased. The use of casing pipe should also be considered for other utility crossings.
- (2) USACE recommends the use of HDPE or steel pipe for casing pipe material. All casing specifications shall be submitted to USACE for review and comment prior to installation.
- (3) In general, if horizontal directional drilling is utilized casing pipe material shall be limited to one that can be joined together continuously, while maintaining sufficient strength to resist the high tensile stresses imposed during the pullback operation.
- (4) Casing shall extend a minimum of 20 feet beyond the proposed dam embankment prism toes if open cut method is utilized. If horizontal directional drilling is utilized casing pipe will extend from entry to exit pit.
- (5) The annular space between the casing and the carrier pipe must be grouted and sealed under the dam embankment prism and extend a minimum of 20 feet beyond the dam embankment prism toes to reduce the likelihood of future seepage or settlement related issues. The design documentation for the grouting must include calculations for the expected volume of grout needed to fill the annular space.

#### **5.5. Rapid Closure Valves**

All pressurized pipelines crossing above or below the dam embankment shall have positive shut-off valves installed on either side of the dam embankment. The purpose of the valves is to provide pipeline isolation in the event of leakage, rupture, repairs, or relocation. All pressurized pipes crossing the dam must be designed in a way that allows rapid closure in the event of a rupture to prevent gas or fluid from escaping within or beneath the dam embankment causing internal erosion; and to prevent backflow of floodwater into the benefitted area. The rapid closure valves shall be located a minimum of 25 feet beyond the toes of the dam embankment. If a utility company wants to relocate valves outside of SE Project limits, the utility company must submit a detailed plan with justification to USACE. USACE will review the plan and provide its decision on whether or not to grant a variance. Final valve type used shall be determined on a case by case basis.

#### **5.6. Non-Pipeline Utility Crossings**

Cable TV, Telecommunications and Underground Power lines are typically trenched into the ground at depths ranging from 3 to 4 feet below the ground surface. For non-pipeline utilities that will be relocated up and over the dam embankment, the utilities shall be relocated in the dam embankment above the allowable crossing elevation of 925 feet (NAVD 88).

When crossing underneath the dam embankment, the non-pipeline utility may be horizontally directionally drilled pursuant to Paragraph 5.3.2 (3). Any open annular space in the casing pipe must be grouted or filled, as noted in paragraph 5.4 (5) above.

## **6. UTILITY RELOCATIONS NOT CROSSING THE DAM EMBANKMENT BUT WITHIN PROJECT WORK LIMITS**

Utility relocations within the SE Project work limits, but not crossing within the dam embankment or located underneath the dam embankment prism, shall be designed to meet all federal, state, and local requirements. Relocations shall be designed to withstand heavy loading from construction equipment and shall meet minimum frost protection depths as required. Consideration shall be given to prevent excavation of the dam embankment if the utility is required to be replaced or repaired. Utilities running parallel to the SE Project alignment must be located a minimum of 25 feet beyond the daylight of the SE Project borrow and local drainage ditches.

Existing utilities running parallel to the SE Project alignment and located within 25 feet of the daylight of the SE Project borrow and local drainage ditches will be evaluated on a case-by-case basis. The NFS and USACE will make a determination if the utility may remain in place.

## **7. INSPECTIONS**

### **7.1. Acceptance Testing and Inspection**

Pipelines crossing the dam embankment will require acceptance testing as described in Section 5.8 of Ref 1a following standards and guidance for pipe testing per Table 5-4 of Ref 1a. USACE requires that each joint be tested hydrostatically to determine whether it exceeds the maximum joint leakage specified by the pipe's applicable ASTM. Utility companies must submit a plan that outlines their proposed testing. Specifications shall be written to require testing after installation.

### **7.2. Post-Construction Inspection**

A post-construction inspection of pipes within the inspection limits of the dam as determined in Section 6.3 of Ref 1a must be performed no sooner than 30 days after completion of the project to assess backfilling, grading, paving, placement of concrete structures, etc. See Section 5.8.3 of Ref 1a.

### **7.3. Recurring Inspections**

Pipes must be inspected, and their conditions assessed on a recurring basis so that any potential impact to the integrity of a USACE dam can be evaluated regularly. Water distribution and sewer force main testing must include in-line inspection, hydrostatic pressure testing, direct assessment or other technology that is demonstrated to provide an equivalent understanding of the condition

of the pipe. Natural gas testing must include internal inspection tools, pressure tests, or direct assessment to address threats of external corrosion, internal corrosion and stress corrosion cracking; or other inspection technology that is demonstrated to provide an equivalent understanding of the condition of the pipe. Description of inspection methods and design of pipeline to accommodate recurring inspections shall be included in the design documentation.

Some third-party pipes/conduits serve as casings for utilities (e.g., electric, fiber optic) and will cross the dam within a larger casing pipe. Neither the utility conduit nor its larger casing pipe will require regular inspections provided these are designed in accordance with Sections 5.4 (4), 5.4 (5) and 5.6 above.

## **8. RESPONSIBILITIES**

Per the Project Partnership Agreement (PPA), the NFS is required to perform relocations, which includes utilities. The NFS is thus responsible for:

- (1) Coordination with utility owners impacted by the proposed SE Project.
- (2) Development of a schedule to implement the relocations which includes at a minimum design, review, and construction.
- (3) Hold coordination meetings as needed during the design of relocations.
- (4) Development of draft and final demolition and relocation plans and design documentation that will be submitted to the USACE for review and comment, and inclusion into plans and specifications.
- (5) Evaluate USACE comments and coordinate with USACE reviewers to close out comments.
- (6) Depending on the type and location of proposed utilities within the Project work limits, some relocations may need to be constructed prior to dam embankment construction. For utility relocations that will need to be completed prior to the dam embankment construction, final approved relocation plans must be submitted to the appropriate USACE design team no later than 30 days prior to the 65% dam embankment design package submittal date.
- (7) Utility relocation plans shall be transmitted to the USACE Technical Lead.
- (8) Provide construction oversight of utility relocations and abandonments within the Southern Embankment Project footprint. Construction oversight shall be administered by a professional engineer. Construction reporting and documentation shall be in accordance with Section 5.9 of Ref 1a.
- (9) Facilitating recurring inspections of pipelines that are within the SE Project work limits. Schedule for recurring inspections must be coordinated with the Utility companies and USACE. All inspection reports shall be submitted to USACE.
- (10) Future utility relocations and coordination of new utilities after SE Project completion shall be in accordance with the SE Operations and Maintenance manual and pursuant

to CFR 33 USC 408.

The USACE shall be responsible for:

- (1) Participation in coordination meetings.
- (2) Incorporating demolition and relocation plans into the dam embankment design packages, if applicable.
- (3) Timely review of draft and final demolition and relocation plans during the 65% and 95% dam embankment design packages. These will be reviewed with the dam embankment design packages in accordance with the FMM SE Project review plan.
- (4) For utilities to be relocated under the dam embankment prior to its construction, the USACE shall have 14 days to review the utility relocation documents per submittal. All comments shall be submitted in writing to the NFS and be routed through the USACE Technical Lead. Final utility relocation plans will require written approval from the USACE Design Branch chief prior to construction.
- (5) Utilize construction reporting and documentation for all utilities in the dam foundation for creation of the foundation report for the Southern Embankment.
- (6) Evaluate inspection reports from the NFS to assess the threat the pipe may represent to the structural integrity or operational adequacy of the SE Project, and ensure any recommended actions are communicated to the utility owner through the NFS.

## **9. DOCUMENTATION REQUIREMENTS**

The section below contains the documentation requirements for utilities that are within the SE Project work limits.

### **9.1. DESIGN SUBMITTAL REQUIREMENTS**

The NFS is required to provide submittals of their design documentation, plans, specifications, and all other supporting information for all utility relocations to the USACE for review and acceptance. At a minimum, two submittals shall be provided to the USACE for review. The first review will be a draft submittal that includes, at a minimum, sketches or relocation plans and text defining the general proposed plan. This review will be submitted to the USACE after the dam embankment's 35% project review but prior to the 65% review. The final utility submittal will include the fully developed design and relocation plan, drawings, specifications, design documentation including recurring inspection methods and access points as well as calculations for the expected volume of grout needed to fill the annular spaces, and all other supporting information, etc. This will be submitted to the USACE for approval after the SE Project's 95% review, but prior to the SE Project's final sign off. However, for utilities that will be relocated under the dam embankment prior to its construction, NFS and USACE approval must be obtained before the final ROW drawings are completed for the SE Project to ensure

adequate lands are acquired for the project. Coordinate with the Technical Lead to determine the final ROW submittal date.

## **9.2. MAINTENANCE AND ABANDONMENT PLAN**

The NFS and the utility owners shall prepare an operation and maintenance agreement that at a minimum describes the roles and responsibility of each party. Responsible utility owners shall also prepare a maintenance and abandonment plan for all utilities located within the work limits of the SE Project. The plan shall address applicable facility maintenance, periodic valve testing, leakage, repair (if applicable), and abandonment.

## **9.3. POST CONSTRUCTION SUBMITTAL REQUIREMENTS**

The NFS in coordination with the utility owners is required to provide construction reporting to the USACE in accordance with Section 5.9 of Ref 1a and the following:

- (1) Acceptance testing documentation and inspection records as described in Section 5.8 of Ref 1a, including standard proctor and field moisture density results.
- (2) Pipe inspection schedule and maintenance plan for future recurring inspections.
- (3) Design documentation that includes calculations for the expected volume of grout needed to fill the annular space.
- (4) Post-Construction Report that shows the actual volume of grout used for filling the annular space. This will include documentation that is quantifiable and verifies that the annular space in the pipe has been filled.
- (5) As-Built Drawings: Submit As-Built drawings for the complete utility line relocation showing complete detail, including trench dimensions, pipe profile, pipe alignment, valve locations, connection box locations, manholes and all other pertinent as-built information.
- (6) As-Built Surveys (see requirements listed in AS-BUILT REQUIREMENTS paragraph).

## **10. UTILITY MARKERS**

Crossing identification and markings will be required for each utility that is within the SE Project work limits. Color coded fiberglass service line marker posts shall be provided for all underground utilities at each crossing point on both sides of the embankment. Markers (Length 72 in; width 1 in.) shall identify service lines, valves, and underground property. Marker posts shall be located 50 feet from the toe of the dam embankment.

Additionally, all piping shall be provided with tracer wire or other applicable passive marking system to facilitate utility location by field personnel for future maintenance and repair. For trenched pipe, the tracer wire shall be installed in the trench at a bury depth recommended by the

manufacturer. For directionally drilled pipes, tracer wire shall be installed along the as-built pipe alignment at a bury depth recommended by the manufacturer.

Above-ground signing shall be included at each crossing with information including project stationing at pipe crossing, top of pipe elevation (including datum), pipe diameter, products that are carried in the pipe, and pipe owner and/or emergency contact.

## **11. AS BUILT REQUIREMENTS**

As-Built plans and As-Built survey data is required for all relocations within the work limits of the SE Project. As-Built drawings shall be submitted in electronic format (drawing set in PDF format and CAD files in a format compatible with Bentley MicroStation). Survey point data (X, Y, Z, description) shall be submitted in ASCII text format. FGDC-compliant metadata files shall be submitted which describes, in general, when the as-built survey was conducted, who conducted the survey, how it was conducted, and the accuracy of the survey data. As-Built drawings and surveys shall be done in the project spatial reference system:

NAD83 (2011), North Dakota State Plane Coordinate System, South Zone  
NAVD 88 (GEOID18)  
US Survey Feet

EMVP-EC-D

February 10, 2021

## 12. CONTACT

Any questions concerning this MFR should be directed to Renee McGarvey, PLA, FMM Technical Lead, St. Paul District.

## 13. SIGNATURES

CSAJKO.WILLIAM  
M.L.1228659599

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Terry Williams  
Program Manager  
Project Management Branch



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Kris Bakkegard, P.E.  
Director of Engineering  
Metro Flood Diversion Authority

SULLY.THOMAS  
.B.1231345864

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SULLY.THOMAS.B.1231345864  
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Tom Sully, P.E.  
Branch Chief  
Design Branch



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Chris Behling, P.E.  
Branch Chief  
Geology and Geotech Branch

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Michael Bart, P.E.  
Chief of Engineering and Construction  
Engineering and Construction Division



**ATTACHMENTS**

1. Guidance Pertaining to Horizontal Directional Drilling Under a Flood Barrier/Channel
2. Draft Controlled Low-Strength Material (CLSM) Specification
3. Guidelines for Installation of Utilities Beneath Corps of Engineers Levees Using Horizontal Directional Drilling.

**ATTACHMENT 1**

Guidance Pertaining to Horizontal Directional Drilling Under a Flood Barrier/Channel

## **GUIDANCE**

### **Pertaining to**

### **Horizontal Directional Drilling Under a Flood Barrier/Channel**

The following information and guidance pertains to horizontal directional drilling (HDD) under an engineered flood barrier (i.e floodwall, levee embankment, diversion channel).

The two primary concerns with horizontal directional drilling (HDD) beneath a levee or floodwall are:

1. Hydrofracturing (drilling fluid pressure exceeding the tensile strength of the soil) the foundation soils beneath the flood barrier during drilling operations.
2. Development of a preferential seepage path along the pipeline/utility after installation.

Generally, the COE would require the following information in the permit application for any utilities installed by HDD that pass beneath a flood barrier.

1. Proposed drill path alignment (both plan and profile views).
2. Location of entry and exit points.
3. Proposed depth of cover.
4. Diameter of the borehole, diameter of pipe and type of pipe to be installed, if used, or diameter of utility.
5. Proposed method to fill annulus.
6. Location, elevations, and clearances of all utility crossings and structures.

Based on our recent experience, we feel comfortable with the following recommendations/guidelines:

- Allow the Contractor to proceed without actively monitoring the drill pressures. Suggest that only fresh drilling mud be used. It may not be necessary to insist on this provision depending on the length of flood barrier to be traversed, however it will be easier to maintain a proper viscosity if clean mud is used.
- If “mud motor” HDD technology is used, hold the density of the drilling fluid as close as possible to 8.4 lbs/gallon (or 45seconds/quart in a Marsh Funnel).
- Bentonite can be used to fill the annulus.

- Generally, depth of burial should be at least 10 feet below grade where the utility passes under the flood barrier.
- Fluid jetting methods should not be used as a means of cutting beneath a flood protection project.
- The Contractor will be responsible for repairing any soil fracturing, drilling fluid reaching the surface, etc. as well as any slope failure resulting from the drilling process. The Contractor should note any spots where fluid loss occurs, and the COE should get a record of the amount of fluid loss as well as the location.
- Prior to commencing, the Contractor should explain their method for maintaining directional control during drilling operations. In other words, how will he/she verify where the bit is horizontally and vertically so that it does not accidentally wander beneath the levee foundation any more than absolutely necessary?
- The Contractor should provide an “as-built” drawing upon completion of the directional drilling and installation of the line. This drawing should include alignment & profile data.
- It should be plainly stated that any foundation or flood barrier damage resulting from the directional drilling will be repaired by the Contractor to City/Gov’t specifications at Contractor expense.
- The Contractor should be informed that the suspension of the requirement to actively monitor downhole pressures does not relieve them of the ultimate responsibility of leaving the flood barrier foundation in the same condition, as it was before the horizontal drilling procedure was undertaken.

**ATTACHMENT 2**

Draft Controlled Low-Strength Material (CLSM) Specification

Fargo Moorhead Metro Flood Reduction Project  
CLSM Requirements for Utility Relocations

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CONTROLLED LOW-STRENGTH MATERIAL (CLSM)  
**04/12**

PART 1 GENERAL

1.1 REFERENCES

All publications referenced shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. The following publications and standards listed below will be referred to only by the basic designation thereafter, and shall form a part of this specification to the extent indicated by the references thereto:

ASTM INTERNATIONAL (ASTM)

ASTM C 33/C 33M	(2011a) Standard Specification for Concrete Aggregates
ASTM C 94	(2011b) Ready-Mixed Concrete
ASTM C 150	(2011) Standard Specification for Portland Cement
ASTM C 220	(1991; R 2009) Standard Specification for Flat Asbestos-Cement Sheets
ASTM C 618	(2008) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
ASTM C 685	(2010) Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C 940	(2010a) Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM D 4832	(2010) Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders
ASTM D 5971	(2007) Standard Practice for Sampling Freshly Mixed Controlled Low-Strength Material
ASTM D 6023	(2007) Standard Test Method for Density (Unit Weight), Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low-Strength Material (CLSM)
ASTM D 6103	(2004) Standard Test Method for Flow Consistency of Controlled Low Strength Material (CLSM)

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1.2 DESIGN REQUIREMENTS

Controlled Low-Strength Material (CLSM) mixture proportion shall consist of 100 pounds or less of portland cement plus fly ash per cubic yard; pozzolan; sand; water; and a fluidifier, if required to obtain the required slump. The CLSM fill mixture proportion shall have a flow consistency of more than 8 inches. The flow consistency shall be determined in accordance with ASTM D 6103. CLSM fill shall have a compressive strength of 100 psi at 28 days. The compressive strength of the CLSM shall be determined in accordance with ASTM D 4832 after being made and cured in accordance with ASTM D 4832. The mixture proportions shall be reported in accordance with ASTM C 94. If the CLSM is to be placed using a concrete pump, the mixture proportions shall be designed so that it will not segregate in the pump line under pressure or when there is an interruption in flow.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Data

On-Site Batching and Mixing

Water Reducing

Concrete Mixture Proportions

The Contractor shall submit manufacturer's literature from suppliers which demonstrates compliance with applicable specifications for all equipment and materials.

SD-07 Schedules

Placing

The methods and equipment for transporting, handling, and depositing the CLSM backfill and CLSM fill shall be submitted to the Contracting Officer prior to the first placement.

SD-08 Statements

Concrete Mixture Proportions

CLSM mixture proportions shall be the responsibility of the Contractor and shall be designed in accordance with the criteria in paragraph DESIGN REQUIREMENTS. Ten days prior to placement of CLSM, the Contractor shall submit to the Contracting Officer the mixture proportions that will produce CLSM of the qualities required. Mixture proportions shall include the dry weights of cementitious material(s); and saturated surface-dry weights of the fine aggregate; the quantities, types, and names of admixtures; and quantity of water per cubic yard of concrete. All materials included in the mixture proportions shall be of the same type and from the same source as will be used on the project.



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SD-09 Reports

CLSM Mixture Proportions Tests

Applicable test reports shall be submitted to verify that the CLSM mixture proportions selected will produce CLSM of the quality specified. The results of all tests and inspections conducted at the project site shall be reported informally at the end of each shift and in writing weekly and shall be delivered to the Contracting Officer within 3 days after the end of each weekly reporting period.

SD-13 Certificates

Cement

Cementitious Material will be accepted on the basis of a manufacturer's certificate of compliance.

Aggregates

Aggregates will be accepted on the basis of certificate of compliance that the aggregates meet the requirements of the specifications under which it is furnished.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Ready-Mixed Concrete

Ready-mixed concrete shall conform to ASTM C 94, except as otherwise specified.

2.1.1.1 Volumetric Batching and Continuous Mixing

Volumetric batching and continuous mixing shall conform to ASTM C 685.

2.1.1.2 On-Site Batching and Mixing

The Contractor shall have the option of using an on-site batching and mixing facility. The method of measuring materials, batching operation, and mixer shall be submitted for review by the Contracting Officer. On-site plant shall conform to the requirements of either ASTM C 94 or ASTM C 685.

2.1.2 Portland Cement

Portland Cement shall conform to ASTM C 150, Type I or II, low alkali.

2.1.3 Pozzolan

Pozzolan shall be Class F or C fly ash conforming to ASTM C 618.

2.1.4 Sand

Sand shall meet the requirements of fine aggregate of ASTM C 33/C 33M.

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2.1.5 Fluidifier

The fluidifier shall give the CLSM fill the following salient characteristics:

- a. must have less than 1 percent bleed water in accordance with ASTM C 940
- b. have an initial set time of more than 5 hours in accordance with ASTM C 220 modified by using a Ferioli apparatus
- c. have a flow consistency equal to or more than 8 inches in accordance with ASTM D 6103
- d. have a compressive strength of 100 psi at 28 days in accordance with ASTM D 4832
- e. maintain a homogeneous mixture during pumping
  1. Quantity of admixture(s) required in the mixture proportion is governed by the salient characteristics specified.
  2. The admixture shall be added as directed by the manufacturer, in most cases it added to the CLSM at the job site and mixed for a minimum of 5 minutes at mixing speed.

2.1.6 Water

Water shall be potable water that is fresh, clean, and free from sewage, oil, acid, alkali, salts, or organic matter.

2.2 MIXING AND TRANSPORTING

The CLSM shall be mixed and transported in accordance with ASTM C 94.

PART 3 EXECUTION

3.1 TRENCH PREPARATION

Once the trench has been dug it shall be cleaned of all loose material and debris to the satisfaction of the Contracting Officer before any CLMS fill is placed. The new utility pipeline shall be placed on firm ground at the bottom of the trench and a minimum of 1 foot of CLSM fill shall be placed above the top of the pipeline. The pipeline shall be securely anchored to maintain its position and prevent it from any movement during placement of the CLSM.

3.2 PLACEMENT

3.2.1 General

CLSM placement shall not be permitted when, in the opinion of the Contracting Officer, weather conditions prevent proper placement. When CLSM is mixed and/or transported by a truck mixer, the CLSM shall be delivered to the site of the work and discharge shall be completed within 1-1/2 hours (or 45 minutes when the placing temperature is 85 degrees F or greater unless a retarding admixture is used). The fluidifier shall not be added to the Ready Mix trucks until they have arrived onsite. The fluidifier shall be added to each truck at the proper dosage rate and mixed

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CLSM Requirements for Utility Relocations

for 5 minutes and no more than 15 minutes before it is placed. CLSM shall be conveyed from the mixer to point of placement as rapidly as practicable by methods which prevent segregation or loss of ingredients.

3.2.2 Consolidation

Consolidation of the CLSM will not be required.

3.3 TESTS

3.3.1 General

The individuals who sample and test CLSM as required in this specification shall have demonstrated a knowledge and ability to perform the necessary test procedures equivalent to ACI minimum guidelines for certification of concrete Field Testing Technicians, Grade I.

3.3.2 Inspection Details and Frequency of Testing

3.3.2.1 Flow Consistency

Flow consistency shall be checked once during each shift that CLSM is produced for each class of concrete required. Samples shall be obtained in accordance with ASTM D 5971 and tested in accordance with ASTM D 6103. Whenever a test result is outside the specifications limits, the CLSM shall not be delivered to the placement and an adjustment should be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the water-cement ratio does not exceed that specified in the submitted CLSM mixture proportion.

3.3.2.2 Compressive-Strength Specimens

At least one set of test specimens shall be made each day on CLSM placed during the day or every 10 cubic yards placed. Additional sets of test cylinders shall be made, as directed by the Contracting Officer, when the mixture proportions are changed or when low strengths are detected. A random sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is accomplished in a completely random and unbiased manner. A set of test specimens for concrete with strength as specified in paragraph DESIGN REQUIREMENTS shall consist of six cylinders, one tested at 7 days, one tested at 14 days, and two tested at 28 days. Two cylinders shall be tested as directed. Test specimens shall be molded and cured in accordance with ASTM D 4832 and tested in accordance with ASTM D 4832. All compressive strength tests shall be reported immediately to the Contracting Officer.

3.3.3 Density

At least one set of test specimens shall be made each day on CLSM placed during the day or every 20 cubic yards placed. A random sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is accomplished in a completely random and unbiased manner. Test procedures and calculations shall be in accordance with ASTM D 6023.

3.3.4 Reports

The Contractor shall prepare reports of all tests and inspections conducted

Fargo Moorhead Metro Flood Reduction Project  
CLSM Requirements for Utility Relocations

at the project site.

-- End of Section --

**ATTACHMENT 3**

Guidelines for Installation of Utilities Beneath Corps of Engineers Levees Using Horizontal  
Directional Drilling

ERDC/GSL TR-02-9

Geotechnical and Structures  
Laboratory



**US Army Corps  
of Engineers®**  
Engineer Research and  
Development Center

# **Guidelines for Installation of Utilities Beneath Corps of Engineers Levees Using Horizontal Directional Drilling**

Carlos A. Latorre, Lillian D. Wakeley, and  
Patrick J. Conroy

June 2002

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The findings of this report are not to be construed as an official Department of the Army position, unless so designated by other authorized documents.



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June 2002

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by Carlos A. Latorre, Lillian D. Wakeley  
Geotechnical and Structures Laboratory  
U.S. Army Engineer Research and Development Center  
3909 Halls Ferry Road  
Vicksburg, MS 39180-6199

Patrick J. Conroy  
U.S. Army Engineer District, St. Louis  
1222 Spruce Street  
St. Louis, MO 63103-2833

Final report

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# Preface

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The work documented in this report was performed during May through October 2001 as part of the technology transfer component of the Geotechnical Engineering Research Program (GTERP), specifically in the work unit entitled Applications of Trenchless Technology to Civil Works. Funding for preparation and publication of this report was provided by the U.S. Army Corps of Engineers as part of its ongoing support of civil works research. Mr. Carlos Latorre, U.S. Army Engineer Research and Development Center (ERDC), Geotechnical and Structures Laboratory (GSL), is principal investigator for this work unit. The research team also includes Dr. Lillian D. Wakeley, GTERP Manager (ERDC, GSL), Mr. Patrick J. Conroy, U.S. Army Engineer District (USAED), St. Louis (MVS), and Mrs. Nalini Torres (ERDC, GSL). Mr. Jim Chang, CECW, is GTERP Technical Monitor.

The guidelines and specifications provided in this report are based on work completed previously by Dr. R. David Bennett, formerly GSL, ERDC; and Mr. Joseph M. Morones, State of California, Department of Transportation; and modified with their cooperation by Mr. Latorre. This report was prepared by Messrs. Latorre and Conroy and Dr. Wakeley. The authors gratefully acknowledge technical review of this document by Mr. George Sills, USAED, Vicksburg, Mr. Pete Cali, USAED, New Orleans; and Mr. John Wise, USAED, Fort Worth.

This report was completed at ERDC under the general supervision of Dr. Wakeley, Chief, Engineering Geology and Geophysics Branch, Dr. Robert L. Hall, Chief, Geosciences and Structures Division, GSL, and Dr. Michael J. O'Connor, Director, GSL.

At the time of publication of this report, Dr. James R. Houston was Director of ERDC, and COL John W. Morris III, EN, was Commander and Executive Director.

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# 1 Introduction

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## Background

Early methods of installing pipelines and utilities across rivers and streams involved excavation of trenches. After the placement of the pipeline, the trenches were backfilled to protect the pipeline from hazards. These early dredged crossings were generally sited at the channel crossing of the thalweg between bends of the river. Here the river is generally a wide, shallow rectangle. This location is chosen because of its hydraulic stability and the economic limitation of the dredging equipment.

In and across the U.S. Army Engineer Division, Mississippi Valley (MVD), lies the heart of the pipeline transmission network of the United States. Hundreds of individual pipelines traverse from Texas and out of the Gulf of Mexico across the numerous rivers, bayous, and wetlands of Louisiana to service the northeast population centers on the Atlantic coast. Along the leveed banks of the lower Mississippi River, pipeline crossings exist between almost every bendway. The crossings of these earthen flood control structures present a difficult and expensive construction problem resulting from concerns about the integrity of the levee which may be subjected to sliding, piping, and erosion failures.

## Horizontal Directional Drilling Method

In the early 1970s, a new process was introduced to install pipelines by use of horizontal directional drilling (HDD) techniques acquired from the oil and gas industry. The method has steadily grown to achieve worldwide acceptance and has been used in over 3,000 installations totaling over 1,288 km (800 miles) of pipelines. Today pipeline installations increasingly rely upon HDD technology as the primary method for crossings of watercourses, wetlands, utility corridors, roads, railroads, shorelines, environmental areas, and urban areas.

The placement of pipelines by the HDD method requires the drilling of a guided pilot bore, generally using a 7.3- to 11.43-cm- (2-7/8- to 4-1/2-in.-) diam drill pipe. At the lead, or downhole, end of the pilot string is a fluid powered cutting tool. The cutting tool is either a drill motor to which a bit is connected or a jet bit with nozzles. Drilling fluid is pumped through the string, and fluid causes the motor to rotate which turns the bit to cut the hole. With jet bits, the velocity from the jet nozzle erodes the hole in front of the drill pipe. Located

behind the drill head is a section of the drill pipe with a small bend or angular deviation. This section, known as a bent sub or bent housing, allows the motor or jet nozzle to be directed. A steering tool is latched onto a locking tool on the drill pipe. In this steering tool are a magnetometer and other devices to determine the azimuth, inclination, and orientation of the tool or tool face. Position determinations are made, and the data from the steering tool are plotted in the field to determine the profile and alignment of the bore. Analysis of this position plot is then used to determine drilling progress and path. At a desired location, the pilot drill pipe exits the ground. The pilot bore is then enlarged by pulling reaming tools back through the bore. Once this operation is completed, the pipeline or conduit is attached to the drill pipe and pulled back through the predrilled bore. This is accomplished as the drill pipe is removed, joint by joint, from the drilled path until the pipeline reaches the ground surface at the entry end of the bore.

One of the primary parameters in horizontal directional drilling is the drilling fluid or mud. The drilling mud is usually comprised of a bentonite and water mixture with the main function to power the downhole cutting tool used to open the bore. Secondary functions of the drilling mud are to serve as a lubricant for the pipeline during installation and, in cases of rock or hard ground bores, to remove cuttings from the bore.

The use of HDD has been restricted, in part, by major misunderstandings of how the HDD process actually functions. It is assumed by many that it is similar to well drilling or tunneling in that an open bore is required. This is true only in hard geologic materials such as rock. The majority of HDD pipeline crossings installed to date have been performed in soft ground comprised chiefly of alluvial deposits of silts, sand, and clay. In these types of soils, the process begins with a small pilot bore from which various cutters are inserted to loosen the soil as it is mixed into a slurry by injection of the drilling mud. Once this slurry pathway has been made large enough, generally 25.4 to 30.5 cm (10 to 12 in.) greater than the diameter of the pipeline, the installation of the pipeline commences by pulling the pipeline back through the soft slurry pathway. Some of the in situ soil and fluid are then compressed into the formation, and the remainder of the soil is actually pumped out of the path.

The information in this report represents some of the experiences of the Corps of Engineer (CE) Districts involving HDD for installation of utilities under levees. The experience of the U.S. Army Engineer District (USAED), St. Louis, in dealing with installation of communications systems was identified as having wide applicability to the Corps. Engineering documentation from two St. Louis District projects, the set of guidelines presented in "Installation of Pipelines Beneath Levees Using Horizontal Directional Drilling" (Staheli et al. 1998), Engineer Manual (EM) 1110-2-1913 (Headquarters, Department of the Army (HQDOA) 2000), and the State of California Department of Transportation (CalTrans) Encroachment Permits, "Guidelines and Specifications for Horizontal Directional Drilling Installations" (Morones 2000), provided the basis for this report. A paper on the subject was presented at the Corps Infrastructure Systems Conference in August 2001.

## **Problem Identification**

Although horizontal directional drilling could offer cost-effective, safe alternatives to installing pipelines with open trenching, the CE has no standard guidelines allowing the installation of pipelines with this construction method. As a result, permitting policies are extremely varied and some districts strictly prohibit the use of this technique. While recommended guidelines for pipeline installation using HDD were developed for use by the CE Districts through this work unit back in 1998, as part of a lengthy and detailed EM, the guidelines were not readily recognized by permitting offices as applicable to the questions they face. Also, there is growing pressure on Corps offices particularly by communications companies to install cables under levees.

## **Objectives**

The objectives are to provide and distribute this information to targeted potential users like the CE District permitting offices and engineers that receive applications from utility companies to install utilities under levees. This report addresses those questions and helps CE offices with the growing pressure they are receiving from private companies to allow them to install cables/pipelines under levees. These guidelines are presented in a quick and organized manner that will provide criteria by which to evaluate proposals (e.g., application review, approving, disapproving, and/or making recommendations) for levee crossings, beneath rivers, and within levee rights-of-way using HDD techniques without endangering the levees; and the use of HDD for pipeline installation in areas where the installation technique might be applicable and capable of providing a tremendous cost savings to the Corps of Engineers and the pipeline industry. These guidelines will also help to demonstrate that, very often, these techniques offer substantial economic and operational advantages over current practices. Last but not least, these guidelines will help us stay involved in the development of this fast and fairly new emerging technology.

## **Potential Benefits**

The pipeline industry would realize a tremendous benefit from the use of HDD in crossing of flood control levees. This benefit would include significant cost reduction in construction and maintenance presently required for levees and adjacent road crossings such as bridges, concrete boxes, earthen cover, and ramps. The use of the technique could also benefit the Corps of Engineers by: (a) eliminating blockage of levee crown from buried pipelines, pipeline bridges, or conduit boxes, (b) eliminating differential settlement imposed on levees by the construction of buried pipelines, pipeline bridges, or conduit boxes, (c) improving the operation and safety of grass cutting and other maintenance equipment on the levees, and (d) reducing risk of rupture of pipelines located above or near ground surface on levee slopes, (e) reducing disruption in urban areas, and (f) providing better public acceptance and increasing environmental consciousness.

## Potential Problem

While considering any alteration request, the District's prime objective is to protect the integrity of the flood protection systems. In the case of HDD, designers must be aware and take into account during the design stage the following:

- a.* Hydrofracture during installation.
- b.* Preferred seepage path after construction.

To allow third parties to utilize HDD techniques, the District needed methods and processes to prevent these problems from occurring.

## 2 HDD Guidelines and Specifications

---

### Permit Application Submittal

The permit application package should contain the following information in support of the permit application.

- a.* Location of entry and exit point.
- b.* Equipment and pipe layout areas.
- c.* Proposed drill path alignment (both plan and profile view).
- d.* Location, elevations, and proposed clearances of all utility crossings and structures.
- e.* Proposed depth of cover.
- f.* Soil analysis.
- g.* Product material (HDPE/steel), length, diameter-wall thickness, reamer diameter.
- h.* Detailed pipe calculations, confirming ability of product pipe to withstand installation loads, and long-term operational loads.
- i.* Proposed composition of drilling fluid (based on soil analysis) viscosity and density.
- j.* Drilling fluid pumping capacity, pressures, and flow rates proposed.
- k.* State right-of-way lines, property, and other utility right-of-way or easement lines.
- l.* Elevations.
- m.* Type of tracking method/system.

- n. Survey grid establishment for monitoring ground surface movement (settlement or heave) because of the drilling operation.
- o. Contractor's work plan (see page 11 in this document).

All additional permit conditions shall be set forth in the special provisions of the permit.

Table 1 outlines recommended depths for various pipe diameters:

<b>Table 1 Recommended Minimum Depth of Cover<sup>1</sup></b>	
<b>Diameter</b>	<b>Depth of Cover</b>
50 mm (2 in.) to 150 mm (6 in.)	1.2 m (4 ft)
200 mm (8 in.) to 350 mm (14 in.)	1.8 m (6 ft)
375 mm (15 in.) to 600 mm (24 in.)	3.0 m (10 ft)
625 mm (25 in.) to 1,200 mm (48 in.)	4.5 m (15 ft)
<sup>1</sup> These depths do not apply for crossing under flood protection projects. (Permission to reprint granted by California Department of Transportation, Office of Encroachment Permits, January 10, 2001).	

The permittee/contractor shall, prior to and upon completion of the directional drill, establish a Survey Grid Line and provide monitoring.

Upon completion of the work, the permittee shall provide an accurate as-built drawing of the installed pipe.

## Soil Investigations

A soil investigation should be undertaken. This investigation must be suitable for the proposed complexity of the installation to confirm ground conditions.

### Soil analysis

**Common sense must be utilized when requiring the extensiveness of the soil analysis.** A soil analysis is required in order to obtain information on the ground conditions that the contractor will encounter during the HDD operation.

If the contractor can go to the project site and complete an excavation with a backhoe to 0.03 m (1 ft) below the proposed depth of the bore, that is a soil investigation. In all cases when an excavation is made in creating an entrance and exit pit for an HDD project, that is also an example of a soil investigation. The HDD process is in itself a continual and extensive soil analysis as the pilot bore is made. As the varying soils and formations are encountered, the drilling slurry will change colors, therefore providing the contractor with continual additional information.



The purpose and intent of the soil analysis is to assist the contractor in developing the proper drilling fluid mixture and to ensure the CE and the Levee Board that the contractor is aware of the conditions that do exist in the area of the proposed project. This prepares the contractor in the event they should encounter a zone of pretectionics and that they would need additives or preventive measures in dealing with inadvertent returns (hydrofractures).

The discretion on the extensiveness of the soil analysis is left to each individual CE District permitting office and/or Levee Board, respectfully, for their respective areas. The HDD inspector/geotechnical engineer plays a large role in assisting the District Permitting Office and Levee Board in making decisions on the extensiveness. Each individual HDD inspector/geotechnical engineer has a general knowledge of the soil conditions in their area of responsibility.

In many circumstances, the soil information has already been prepared, either by the CE District, Levee Board, or by City and County Entities. This information, if available, should be provided to the requesting permittee.

### **Determination of soil investigations**

The CE District Geotechnical Engineer (DGE) should determine the extensiveness of the Soil Investigation to be performed based on the complexity of the HDD operation. DGE may recommend, according to the guidelines listed below, a combination of or modification to the guideline to fit the following respective areas:

- a. Projects less than 152 mm (500 ft) in length, where the product or casing is 20 cm (8 in.) or less in diameter.<sup>1</sup>
  - (1) A field soil sampling investigation to a depth of 0.3 m (1 ft) below the proposed drilling.
  - (2) Subsurface strata, fill, debris, and material.
- b. Projects less than 244 m (800 ft) in length, where the product or casing is 36 cm (14 in.) or less in diameter.<sup>1</sup>
  - (1) A field soil sampling investigation to a depth of 0.3 m (1 ft) below the proposed drilling.
  - (2) Subsurface strata, fill, debris, and material.
  - (3) Particle size distribution (particularly, percent gravel and cobble).
- c. Projects where the product or casing is 41 cm (16 in.) or greater in diameter. A geotechnical evaluation by a qualified soil engineer is necessary to determine the following:<sup>1</sup>

---

<sup>1</sup> Does not apply when crossing a flood protection project.

- (1) Subsurface strata, fill, debris, and material.
  - (2) Particle size distribution (particularly percent gravel and cobble).
  - (3) Cohesion index, internal angle of friction, and soil classification.
  - (4) Plastic and liquid limits (clays), expansion index (clays), soil density.
  - (5) Water table levels and soil permeability.
- d. Projects where the product or casing is 61 cm (24 in.) or greater in diameter, or when project crosses flood control projects. A geotechnical evaluation by a qualified soil engineer is required to determine the following:
- (1) Subsurface strata, fill, debris, and material.
  - (2) Particle size distribution (particularly, percent gravel and cobble).
  - (3) Cohesion index, internal angle of friction, and soil classification.
  - (4) Plastic and liquid limits (clays), expansion index (clays), soil density, and standard penetration tests.
  - (5) Rock strength, rock joint fracture and orientation, water table levels, and soil permeability.
  - (6) Areas of suspected and known contamination should also be noted and characterized.

Boreholes or test pits should be undertaken at approximately 75- to 125-m (250- to 410-ft) intervals where a proposed installations greater than 305 m (1,000 ft) in length and parallel to an existing road. Additional boreholes or test pits should be considered if substantial variations in soil conditions are encountered.

Should the soil investigation determine the presence of gravel, cobble, and/or boulders, care should be exercised in the selection of drilling equipment and drilling fluids. In such ground conditions, the use of casing pipes or washover pipes may be required or specialized drilling fluids utilized. Fluid jetting methods used as a means of cutting **should only be considered** where soils have a high cohesion such as stiff clays. Jetting should not be allowed when crossing under a flood protection project.

## Preconstruction and Site Evaluation

The following steps should be undertaken by the permittee/contractor in order to ensure safe and efficient construction with minimum interruption of normal, everyday activities at the site:

- a. Notify owners of subsurface utilities along and on either side of the proposed drill path of the impending work through USA alert (the one-call program). All utilities along and on either side of the proposed drill path are to be located.
- b. Obtain all necessary permits or authorizations to carry construction activities near or across all such buried obstructions.
- c. Expose all utility crossings using a hydroexcavation, hand excavation, or other approved method (potholing) to confirm depth.
- d. Arrange construction schedule to minimize disruption (e.g., drilling under major highways and/or river crossings).
- e. Determine and document the proposed drill path, including horizontal and vertical alignments and location of buried utilities and substructures along the path.

The size of excavations for entrance and exit pits should be of sufficient size to avoid a sudden radius change of the pipe and consequent excessive deformation at these locations. Sizing the pits is a function of the pipe depth, diameter, and material. All pits, over 1.52 m (5 ft) in depth must abide by Occupational, Safety, and Health Administration (OSHA) regulations.

Prior to commencement of the project, the area should be physically walked over and visually inspected by District Geotechnical Engineer, the driller, and members of the Levee Board for potential entry/exit sites. The following should be addressed:

- a. When on CE/Levee Board property, it should be established whether or not there is sufficient room at the site for: entrance and exit pits; HDD equipment and its safe unimpeded operation; support vehicles; fusion machines; aligning the pipe to be pulled back in a single continuous operation.
- b. Suitability of soil conditions should be established for HDD operations. (The HDD method is ideally suited for soft subsoils such as clays and compacted sands. Subgrade soils consisting of large grain materials like gravel, cobble, and boulders make HDD difficult to use and may contribute to pipe damage.)
- c. The site should be checked for evidence of substructures, such as man-hole covers, valve box covers, meter boxes, electrical transformers, conduits or drop lines from utility poles, and pavement patches. HDD may be a suitable method in areas where the substructure density is relatively high.

## Installation Requirements

The permittee shall ensure that appropriate equipment is provided to facilitate the installation: in particular, the drill rig shall have sufficient pulling capacity to meet the required installation loads determined by the detailed pipe calculations. The drill rig should have the ability to provide pull loads, push loads, torque, and the permittee shall ensure that they are monitored during the drilling operation. The permittee shall ensure the drill rod can meet the bend radii required for the proposed installation (a general rule of thumb is 100 times, in feet, the diameter of the installed pipe in inches).

During construction, continuous monitoring and plotting of pilot drill progress shall be undertaken. This is necessary to ensure compliance with the proposed installation alignment and allow for the undertaking of appropriate course corrections that would minimize “dog legs,” should the bore begin to deviate from the intended bore path. The actual path of the pilot hole should be plotted against the design drill path.

Monitoring shall be accomplished by manual plotting based on location and depth readings provided by the onboard locating/tracking system or by hand-held walkover tracking systems. These readings map the bore path based on information provided by the locating/tracking system. Readings or plot points shall be undertaken on every drill rod.

For installations where tight control of alignment and grade is required, readings shall be undertaken every 1.0 to 1.5 m (3 to 5 ft). At the completion of the bore, an as-built drawing shall be provided. Prior to commencement of a directional drilling operation, proper calibration of the sonde equipment shall be undertaken.

Monitoring of the drilling fluids such as the pumping rate, pressures at the drill rig and pressures in the annular space behind the drill bit (when drilling under flood control projects), viscosity, and density during the pilot bore, back reaming, and/or pipe installation stages shall be undertaken to ensure adequate removal of soil cuttings and the stability of the borehole is maintained. Excess drilling fluids shall be contained at entry and exit points until recycled or removed from the site. Entry and exit pits should be of sufficient size to contain the expected return of drilling fluids and soil cuttings.

The permittee shall ensure that all drilling fluids are disposed of in a manner acceptable to the appropriate local, state, or federal regulatory agencies. When drilling in contaminated ground, the drilling fluid shall be tested for contamination and disposed of appropriately. Restoration of damage to a levee caused by hydrofracture or any other aspect of the directional drilling operation shall be the responsibility of the permittee. Plans for all restoration or repair work shall be submitted for approval by the Levee District or Corps of Engineers District.

To minimize heaving during pullback, the pullback rate shall be determined by which maximizes the removal of soil cuttings and which minimizes compaction of the ground surrounding the borehole. The pullback rate shall also

minimize overcutting of the borehole during the back reaming operation to ensure that excessive voids are not created and result in postinstallation settlement.

The permittee shall, prior to and upon completion of the directional drill, establish a Survey Grid Line and provide monitoring as outlined in their submitted detailed monitoring plan. Subsurface monitoring points shall be established along the HDD centerline and along any flood protection project that the HDD crosses under to provide early indications of settlement, since large voids may not materialize during drilling as a result of pavement bridging.

Should settlement occur, all repairs would be the responsibility of the permittee. To prevent future settlement should the drilling operation be unsuccessful, the permittee shall ensure the backfill of any void(s) with grout or backfilled by other means. Plans for all restoration or repair work shall be submitted for approval.

### **Considerations**

The following considerations must be taken into account.

- a. Different ground conditions:* The availability of adequate geotechnical information is invaluable in underground construction; it acts to reduce the risk born by the permittee/contractor. However, even in the presence of good geotechnical data, unexpected ground conditions may be encountered. The Contractor's plan should describe the response to different ground conditions.
- b. Turbidity of water and inadvertent returns:* During construction, events like drill bit lockup or being off the design drill path may lead to work stoppage. The permittee/contractor should offer a mechanism to mutually address and mitigate these problems if and when they should arise. For example, contingency plans for containment and disposal of inadvertent returns or hydrofractures.

### **Permittee/contractor responsibilities**

The permittee/contractor should provide the following items: construction plan, site layout plan, project schedule, communication plan, safety procedures, emergency procedures, company experience record, contingencies plan, and drilling fluid management plan.

**Construction plan requirements.** The permittee shall identify in the construction plan:

- a. Location of entry and exit pits.*
- b. Working areas and their approximate size.*

- c.* Proposed pipe fabrication and layout areas.
- d.* State right-of-way lines, property lines.
- e.* Other utility right-of way and easement lines.
- f.* Pipe material and wall thickness.
- g.* Location of test pits or boreholes undertaken during the soil investigation.
- h.* Identify the proposed drilling alignment (both plan and profile view) from entry to exit.
- i.* Identify all grades and curvature radii.
- j.* All utilities (both horizontal and vertical).
- k.* Structures with their clearances from the proposed drill alignment.
- l.* Confirm the minimum clearance requirements of affected utilities and structures.
- m.* Required minimum clearances from existing utilities and structures.
- n.* Diameter of pilot hole, and number and size of prereams/backreams.
- o.* Access requirements to site (if required).
- p.* Crew experience.
- q.* Type of tracking equipment.

**Locating and tracking.** The permittee shall describe the method of locating and tracking the drillhead during the pilot bore. Systems include walkover, wire-line, or wireline with wire surface grid. The locating and tracking system shall be capable of ensuring the proposed installation can be installed as intended.

Typical walkover sondes have an effective range of 10 to 15 m, depending on the Electro-magnetic properties of the soil and the extent of local magnetic interference. Depending on the profile of the borehole, the driller may lose contact with the sondes over certain sections of the alignment. As much as practically possible, the sonde should maintain contact with the drill bit. If the “blind” section is expected to be too long or in the vicinity of a buried object, the project engineer may specify the use of a wire-line system or a magnetic navigation tool.

The locating and tracking system shall provide the following information:

- a.* Clock and pitch information.
- b.* Depth.

- c. Beacon temperature.
- d. Battery status.
- e. Position (x,y).
- f. Azimuth: Where direct overhead readings (walkover) are not possible.

Figure 1 shows a universal housing that will work with any drill-string on all HDD rigs. The placement of the sonde should be before the backreamer. This housing can be utilized in the initial pilot bore. After exiting, the cutting head can be removed and the reamer installed. This housing chamber can utilize any of the sonde batteries manufactured, regardless of manufacturer. There is also a 6-cm (2.5 in.) mini-sonde combination available for smaller rigs.

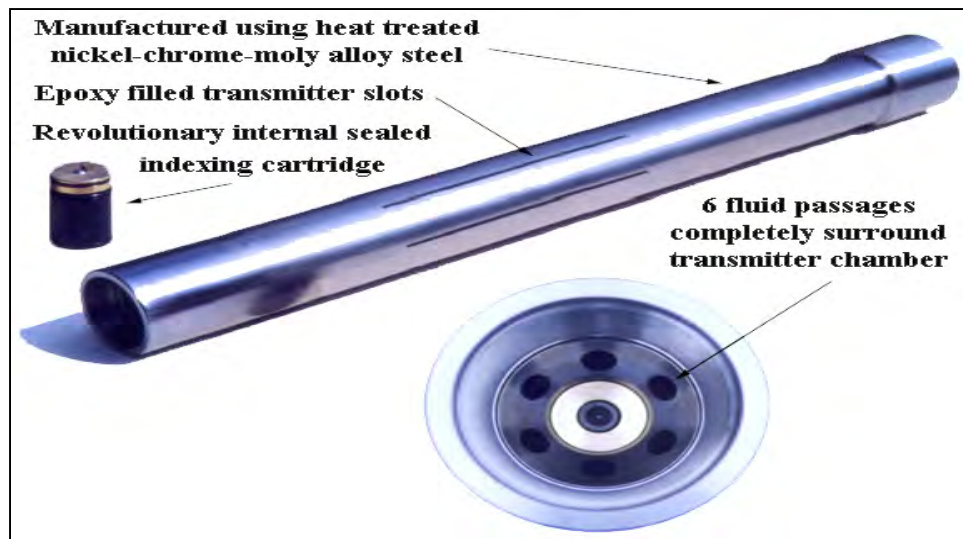


Figure 1. Universal housing for drill-string on HDD rigs (Permission to reprint granted by California Department of Transportation, Office of Encroachment Permits, January 10, 2001)

**Drilling fluids management plan.** The following information should be provided as part of the drilling fluid management plan. The proposed viscosities for soil transportation to the entry and exit pits are:

- a. Pumping capacity and pressures must be estimated.
- b. Source of fresh water for mixing the drilling mud must be identified. (Necessary approvals and permits are required for sources such as streams, rivers, ponds, or fire hydrants.)
- c. Method of slurry containment must be described and detailed.
- d. Method of recycling drilling fluid and spoils (if applicable) must be explained.

- e.* Method of transporting drilling fluids and spoils offsite must be described.

Drilling fluid pressures in the borehole should not exceed that which can be supported by the foundation soils. Calculation of maximum allowable pressures shall be done for all points along the drill path, taking into account the shear strength of the foundation soils, the depth of the drill path, the bore diameter, and the elevation of the groundwater table. Drilling fluids serve the following functions:

- a.* Remove cuttings from the bottom of the hole and transport them to the surface.
- b.* Hold cuttings in suspension when circulation is interrupted.
- c.* Release cuttings at the surface.
- d.* Stabilize the hole with an impermeable cake.
- e.* Cool and lubricate the drill bit and drill string.
- f.* Control subsurface pressures.
- g.* Transmit hydraulic horsepower.
- h.* Cool the locating transmitter sonde preventing burnout.

**Previous experience.** The permittee's contractor should provide a list of projects completed by his company, location, project environment (e.g., urban work, river crossing), product diameter, and length of installation. The permittee's contractor should also provide a list of key personnel.

**Safety.** The drilling unit should be equipped with an electrical strike safety package. The package should include warning sound alarm, grounding mats (if required), and protective gear. The permittee/contractor should have a copy of the company safety manual that includes:

- a.* Operating procedures that comply with applicable regulations, including shoring of pits and excavations when required.
- b.* Emergency procedures for inadvertently boring into a natural gas line, live power cable, water main, sewer lines, or a fiber-optic cable, which comply with applicable regulations.
- c.* Emergency evacuation plan in case of an injury.

**Contingency plans.** The Contingency plan should address the following:

- a.* Inadvertent return, spill (e.g., drilling fluids, and hydraulic fluids), including measures to contain, clean, and repair the affected area.



- b.* Cleanup of surface seepage of drilling fluids and spoils (i.e., hydrofracture).

**Communication plan.** The communication plan should address the following:

- a.* The phone numbers for communication with owner or his representative on the site.
- b.* Identification of key person(s) who will be responsible for ensuring that the communications plan is followed.
- c.* Issues to be communicated including safety, progress, and unexpected technical difficulties.

**Traffic control.**

- a.* When required, the permittee/contractor is responsible for supplying and placing warning signs, barricades, safety lights, and flags or flagmen, as required for the protection of pedestrians and vehicle traffic.
- b.* Obstruction of the roadway, on major road, should be limited to off-peak hours.

## **Additional Requirements**

Information that may be required, include other permits, bonding, and certification as listed in the following sections.

### **Additional permits**

- a.* Obtaining water (i.e., hydrants, streams, etc.)
- b.* Storage, piling, and disposal of material.
- c.* Water/bentonite disposal.
- d.* Any other permits required carrying out the work.

### **Bonding and certification requirements**

- a.* Payment bond (if required).
- b.* Performance bond (if required).
- c.* Certificate of insurance.
- d.* WCB certificate letter.

- e.* ACSA certificate of recognition.

## Drilling Operations

The following points provide general remarks and rules of thumb related to the directional boring method.

- a.* Only operators who have “Proof of Training” by the North American Society of Trenchless Technology (NASTT) should be permitted to operate the drilling equipment in CE/Levee Board property.
- b.* Drilling mud pressure in the borehole should not exceed that which can be supported by the foundation soils to prevent heaving or a hydraulic fracturing of the soil (i.e., hydrofracture). Allowing for a sufficient cover depth does not necessarily guarantee against hydrofracture. Sound, cautious drilling practice minimizes the chance of hydrofracture occurrence. Also, measuring mud pressures in the annular space behind the drill bit and comparing these mud pressures with the calculated maximum allowable pressures help minimize the occurrence of hydrofracture. Typical bore depth of 0.75 to 1.0 m gives pipes with an Outside Diameter (O.D.) of 50-200 mm a minimum cover of 0.65 m. While circumstances may dictate greater depths, shallower depths are not recommended.
- c.* The drill path alignment should be as straight as possible to minimize the fractional resistance during pullback and to maximize the length of the pipe that can be installed during a single pull.
- d.* It is preferable that straight tangent sections be drilled before the introduction of a long radius curve. Under all circumstances, a minimum of one complete length of drill rod should be utilized before starting to level out the borehole path.
- e.* The radius of curvature is determined by the bending characteristics of the product line, and it is increasing with diameter.
- f.* Entrance angle of the drill string should be between 8 and 20 deg, with 12 deg being considered optimal. Shallower angles may reduce the penetrating capabilities of the drilling rig, while steeper angles may result in steering difficulties, particularly in soft soils. A recommended value for the exit angle of the drill string is within the range of 5 to 10 deg.
- g.* Whenever possible, HDD installation should be planned so that back reaming and pulling for a leg can be completed on the same day. If necessary, it is permissible to drill the pilot hole and preream one day, and complete both the final ream and the pullback on the following day.
- h.* If a drill hole beneath a levee must be abandoned, the hole should be backfilled with grout or bentonite to prevent future subsidence.

- i.* Pipe installation should be performed in a manner that minimizes the over-stressing and straining of the pipe. This is of particular importance in the case of a polyethylene pipe.

### **Equipment setup and site layout**

- a.* Sufficient space is required on the rig side to safely set up and operate the equipment. The workspace required depends on the type of rig to be used. A small rig may require as little as 3- by 3-m working space, while a large river crossing unit requires a minimum of 30- by 50-m working area. A working space of similar dimensions to that on the rig side should be allocated on the pipe side, in case there is a need to move the rig and attempt drilling from this end of the crossing.
- b.* If at all possible, the crossing should be planned to ensure that drilling proceed downhill, allowing the drilling mud to remain in the hole, minimizing inadvertent return.
- c.* Sufficient space should be allocated to fabricate the product pipeline into one string, thus enabling the pullback to be conducted in a single continuous operation. Tie-ins of successive strings during pullback may considerably increase the risk of an unsuccessful installation.

### **Drilling and back-reaming**

- a.* Drilling mud should be used during drilling and back reaming operations. Using water exclusively may cause collapse of the borehole in unconsolidated soils. While in clays, the use of water may cause swelling and subsequent jamming of the product.
- b.* Heaving may occur when attempting to back-ream a hole that is too large. This can be avoided by using several prereams to gradually enlarge the hole to the desired diameter.
- c.* A swivel should be included between the reamer and the product pipe to prevent the transfer of rotational torque to the pipe during pullback.
- d.* In order to prevent over stressing of the product during pullback, a weak link, or break-away pulling head, may be used between the swivel and the leading end of the pipe. More details regarding breakaway pulling heads can be found in paragraph entitled “Break-away Pulling Head.”
- e.* The pilot hole must be back-reamed to accommodate and permit free sliding of the product inside the borehole. A rule of thumb is to have a borehole 1.5 times the outer diameter of the product. This rule of thumb should be observed particularly with the larger diameter installations ( $\geq 250$ -mm O.D.). Some recommended values for final preream diameter

as a function of the product O.D. are given in Table 2. These values should be increased by 25 percent if excessive swelling of the soil is expected to occur or the presence of boulders/cobbles is suspected.

- f. The conduit must be sealed at either end with a cap or a plug to prevent water, drilling fluids, and other foreign materials from entering the pipe as it is being pulled back.
- g. Pipe rollers, skates, or other protective devices should be used to prevent damage to the pipe from the edges of the pit during pullback, eliminate ground drag, or reduce pulling force and subsequently reduce the stress on the product.
- h. The drilling mud in the annular region should not be removed after installation but permitted to solidify and provide support for the pipe and neighboring soil.

<b>Table 2</b> <b>Recommended Back-Ream Hole Diameter (after Popelar et al. 1997)</b>	
<b>Nominal Pipe Diameter, mm</b>	<b>Back-Ream Hole Diameter, mm</b>
50	75 to 100
75	100 to 150
100	150 to 200
150	250 to 300
200	300 to 350
250	350 to 400
≥300	At least 1.5 times product OD

## Drilling Fluid - Collection and Disposal Practices

The collection and handling of drilling fluids and inadvertent returns, along with the need to keep drilling fluids out of streams, streets, and municipal sewer lines, have been among the most debated topics. These points include:

- a. Drilling mud and additives to be used on a particular job should be identified in the permit package, and their Material Safety Data Sheets (MSDS) should be provided to the Permit Office.
- b. Excess drilling mud slurry shall be contained in a lined pit or containment pound at exit and entry points, until recycled or removed from the site. Entrance and exit pits should be of sufficient size to contain the expected return of drilling mud and spoils.
- c. Methods to be used in the collections, transportation, and disposal of drilling fluids, spoils, and excess drilling fluids should be in compliance with local ordinances, regulations, and environmentally sound practices in an approved disposal site.

- d. The slurry should be tested for contamination and disposed of in a manner which meets government requirements when working in an area of contaminated ground.
- e. Precautions should be taken to keep drilling fluids out of the streets, manholes, sanitary and storm sewers, and other drainage systems, including streams and rivers.
- f. Recycling drilling fluids is an acceptable alternative to disposal.
- g. All diligent efforts should be made by contractor to minimize the amount of drilling fluids and cuttings spilled during the drilling operation, and complete cleanup of all drilling mud overflows or spills shall be provided.

There are legitimate concerns associated with the fluid pressures used for excavation during the horizontal directional drilling process and the risk of hydraulic fracturing. Reasonable limits must be placed on maximum fluid pressures in the annular space of the bore to prevent inadvertent drilling fluid returns to the ground surface. However, it is equally important that drilling pressures remain sufficiently high to maintain borehole stability, since the ease in which the pipe will be inserted into the borehole is dependent upon borehole stability. Limiting borehole pressures are a function of pore pressure, the pressure required to counterbalance the effective normal stresses acting around the bore (depth), and the undrained shear strength of the soil.

## **Tie-Ins and Connections**

Trenching may be used to join sections of conduits installed by the directional boring method. An additional pipe length, sufficient for joining to the next segment, should be pulled into the entrance pit. This length of the pipe should not be damaged or interfere with the subsequent drilling of the next leg. The contractor should leave a minimum of 1 m of conduit above the ground on both sides of the borehole.

## **Alignment and Minimum Separation**

The product should be installed to the alignment and elevations shown on the drawings within the prespecified tolerances (tolerance values are application dependent, for example, in a major river crossing, a tolerance of  $\pm 4$  m from the exit location along the drill path center line may be an acceptable value). This tolerance is not acceptable when installing a product line between manholes. Similarly, grade requirements for a water forcemain are significantly different from those on a gravity sewer project.

When a product line is installed in a crowded right-of-way, the issue of safe minimum separation distance arises. Many utility companies have established regulations for minimum separation distances between various utilities. These

distances needed to be adjusted to account for possible minor deviation when a line product is installed using HDD technology. As a rule of thumb, if the separation distance between the proposed alignment and the existing line is 5 m or more, normal installation procedures can be followed. If the separation is 1.5 m or less, special measures, such as observation boreholes are required. The range between 1.5 and 5 m is a “gray” area, typically subject to engineering judgment (a natural gas transmission line is likely to be treated more cautiously than a storm water drainage line).

## Break-Away Pulling Head

Recent reports from several natural gas utility companies reveal concerns regarding failure experienced on HDPE pipes installed by horizontal directional drilling. These failures were attributed to deformation of the pipe due to the use of excessive pulling force during installation. A mitigation measure adopted by some gas companies involves the use of break-away swivels to limit the amount of force used when pulling HDPE products. Some details regarding these devices and their applications are given below.

- a. The weak link used can be either a small diameter pipe (but same SDR) or specially manufactured break-away link. The latter consists of a breaking pin with a defined tensile strength incorporated in a swivel. When the strength of the pin is exceeded it will break, causing the swivel to separate. A summary of pulling head specifications is given in Table 3 (all products are SDR 11). Note that the values provided in Table 3 could be considered conservative.

<b>Table 3 Pulling Head Specifications</b>		
<b>Pipe Diameter (in.)<sup>1</sup></b>	<b>Diameter of Break-Away Swivel (in.)</b>	<b>Maximum Allowable Pulling Force (lb)<sup>2</sup></b>
1-1/4	7/8	850
2	1-1/4	1,500
4	1 3/8	5,500
6	2-1/2	12,000
8	3	18,500
<sup>1</sup> To convert inches to centimeters, multiply by 2.54. <sup>2</sup> To convert pounds to kilograms, multiply by 0.4535.		

- b. The use of break-away swivels is particularly warranted when installing small diameter HDPE pipes (up to 10-cm (4 in.) O.D.). Application of such devices in the installation of larger diameter products is not currently a common practice.
- c. If the drilling equipment-rated pulling capacity is less than the safe load, the use of a weak link may not be required.

- d. Exceeding the product elastic limit can be avoided simply by following good drilling practices, namely: regulating pulling force; regulating pulling speed; proper ream sizing; and using appropriate amounts of drilling slurry fluid.

## **Protective Coatings**

In an HDD installation, the product may be exposed to extra abrasion during pullback. When installing a steel pipe, a form of coating which provides a corrosion barrier as well as an abrasion barrier is recommended during the operation, the coating should be well bonded and have a hard smooth surface to resist soil stresses and reduce friction, respectively. A recommended type of coating for steel pipes is mill applied Fusion Bonded Epoxy.

## **Site Restoration and Postconstruction Evaluation**

All surfaces affected by the work shall be restored to their preconstruction conditions. Performance criteria for restoration work will be similar to those employed in traditional open excavation work. If required, the permittee/contractor shall provide a set of as-built drawings including both alignment and profile. Drawings should be constructed from actual field readings. Raw data should be available for submission at any time upon request. As part of the “As-Built” document, the contractor shall specify the tracking equipment used, including method or confirmatory procedure used to ensure the data were captured.

## References

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- American Gas Association, Pipeline Research Committee. (1994). "Drilling fluids in pipeline installation by horizontal directional drilling." *Practical application manual*. PR-227-9321, Tulsa, OK.
- Brizendine, A. L., Taylor, H. M., and Gabr, M. A. (1995). "LEVSEEP: Analysis software for levee underseepage and rehabilitation," Technical Report GL-95-10, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Conroy, Patrick J., Latorre, Carlos A., and Wakeley, Lillian D. "Installation of fiber-optic cables under flood-protection structures using horizontal directional drilling techniques" (Technical Report in preparation), U.S. Army Engineer Research and Development Center, Vicksburg, MS.
- Delft Geotechnics. (1997). A report by Department of Foundations and Underground Engineering prepared for O'Donnell Associates, Inc., Sugarland, TX.
- Gabr, M. A., Taylor, Hugh M., Brizendine, Anthony L., and Wolff, Thomas. (1995). "LEVEEMSU: Analysis software for levee underseepage and rehabilitation," Technical Report GL-95-9, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Hair, J. D., and Associates, Inc., Cappozoli, Louis J., and Associates, Inc., and Stress Engineering Services, Inc. (1995). "Installation of pipelines by horizontal directional drilling." *Engineering design guide*. PR-227-9424, Tulsa, OK.
- Headquarters, Department of the Army. (1987). "Hydrologic analysis of interior areas," Engineer Manual EM 1110-2-1413, Washington, DC.
- \_\_\_\_\_. (2000). "Design and construction of levees," Engineer Manual 1110-2-1913, Washington, DC.
- Luger, H. J., and Hergarden, H. J. A. M. (1988). "Directional drilling in soft soils: Influence of mud pressures." *Proceedings, International No-Dig '88*. Washington, DC.



- Morones, Joseph M. (2000). "Guidelines and specifications for horizontal directional drilling installations," Caltrans Encroachment Permits, Department of Transportation, State of California.
- Popelar, C., Kuhlman, C., Grant, T., and Shell, G. G. (1997). "Horizontal directional drilling guidelines for installing polyethylene gas distribution pipes," Gas Research Institute, GRI-97/0033, 27 pp.
- Staheli, K., Bennett, R. D., O'Donnell, H. W., and Hurley, T. J. (1998). "Installation of pipelines beneath levees using horizontal directional drilling," Technical Report CPAR-GL-98-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- U.S. Army Engineer District, Vicksburg. (1993). "Project operations—Project maintenance standards and procedures," District Regulations 1130-2-303, Vicksburg, MS.
- Wells, J. T., and Kemp, G. P. (1981). "Atchafalaya mudstream and recent mud-clat progradation; Louisiana chenier plain." *31st annual meeting, Gulf Coast Association of Geological Societies and 25th annual meeting of Gulf Coast Section of Society of Economic Paleontologists and Mineralogists*. Corpus Christi, TX.
- Wolff, T. F. (1989). "LEVEEMSU: A software package designed for levee underseepage analysis," Technical Report GL-89-13, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.

Board Packet 2021-03-25 Page 142 of 218 <b>REPORT DOCUMENTATION PAGE</b>				<i>Form Approved</i> OMB No. 0704-0188	
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<b>12. DISTRIBUTION / AVAILABILITY STATEMENT</b>  Approved for public release; distribution is unlimited.					
<b>13. SUPPLEMENTARY NOTES</b>					
<b>14. ABSTRACT</b> Applications for permits to drill beneath levees are increasing in permitting offices of the U.S. Army Corps of Engineer Districts. This report provides a basis for consistent and science-based consideration of these permit applications. It describes methods of horizontal directional drilling (HDD) beneath levees and lists the types of geotechnical and other data that are essential to judging the safety of proposed drilling for infrastructure modifications and installation of utilities. Critical considerations include setback distances, levee toe stability, thickness and integrity of the top stratum, and other geotechnical parameters. Data provided for vertical and horizontal permeabilities, top stratum thickness, hydraulic gradient at levee toe, and other parameters are based on experience in the U.S. Army Engineer Districts, Vicksburg and St. Louis, and the California Department of Transportation. In appropriate geotechnical settings with appropriate operational care, utilities can be installed beneath flood-control levees using HDD without compromising the integrity and function of the levee.					
<b>15. SUBJECT TERMS</b> Annular space Directional drilling		Fiber-optic cables Geotechnical engineering HDD		Hydrofracture Residual pressure Trenchless technology	
<b>16. SECURITY CLASSIFICATION OF:</b>			<b>17. LIMITATION OF ABSTRACT</b>	<b>18. NUMBER OF PAGES</b>  41	<b>19a. NAME OF RESPONSIBLE PERSON</b>
<b>a. REPORT</b>  UNCLASSIFIED	<b>b. ABSTRACT</b>  UNCLASSIFIED	<b>c. THIS PAGE</b>  UNCLASSIFIED			<b>19b. TELEPHONE NUMBER (include area code)</b>

## Exhibit D

### FEDERAL CERTIFICATION FORMS CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/

Entity Name: Xcel Energy

Signed: Joseph N Klein 3/04/21

Its: Design Manager

Date: 3/04/21

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
  - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name Xcel Energy

Date: 3/04/21

By: Design Manager  
Name and Title of Authorized  
Representative

Joseph N Klein

Signature of Authorized  
Representative

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

## ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Joseph N Klein  
Signature of Authorized Official

Design Manager  
Title

Joseph N Klein  
Print Name

Xcel Energy  
Name of Institution or Agency

3/5/21  
Date

3515 3rd St N St Cloud , MN 56303  
Street



St Cloud MN 56303

---

City, State, Zip Code

joseph.n.klein@xcelenergy.com

---

Office Email Address

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

**AUTHORITY INVOICING REQUIREMENTS**

Utility will submit copies of the invoice to:

[Bakkegardk@FMDiversion.gov](mailto:Bakkegardk@FMDiversion.gov) and [APInvoicesFMDiv@jacobs.com](mailto:APInvoicesFMDiv@jacobs.com)

Utility's invoices must be detailed and precise. Utility's invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:

- i. Utility's name and address;
- ii. Utility's federal employer identification number;
- iii. Unique invoice number;
- iv. Billing period;
- v. Description of each activity performed for each day in which services were performed;
- vi. Work order number associated with each activity;
- vii. Name, billing rate, and hours worked by each person involved in each activity;
- viii. Total amount of fees and costs "billed to date," including the preceding months;
- ix. Preferred remittance address, if different from the address on the invoice's coversheet;  
and
- x. All of the work performed during that billing period.

After the Authority receives Utility's invoice, the Authority will either process the invoice for payment or give Utility specific reasons, in writing within fifteen (15) business days, why part of all of the Authority's payment is being withheld and what actions Utility must take to receive the withheld amount. In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority shall pay the undisputed portion. Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following the receipt of payment, Utility must credit any payment in error from any payment that is due or that may become due to Utility under this Agreement or return the overpayment to the Authority within thirty (30) calendar days of the identification of the error.

And any other information referenced within this Agreement.

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# **MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**METRO FLOOD DIVERSION AUTHORITY**

**AND**

**WISER TOWNSHIP, NORTH DAKOTA**

**Dated as of \_\_\_\_\_, 2021**

**Relating to:**

**A Memorandum of Understanding outlining the respective roles and responsibilities of the Parties in regard to the impacts resulting from construction of the Storm Water Diversion Channel and Associated Infrastructure of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.**

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## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter the “MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and WISER TOWNSHIP, NORTH DAKOTA, a political subdivision of the State of North Dakota.

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

**WHEREAS**, the Authority, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, are the Non-Federal Sponsors for the Comprehensive Project and have entered into a Project Partnership Agreement (the “PPA”) with the United States Army Corps of Engineers (hereinafter “USACE”) for the construction, operation, and maintenance of the Comprehensive Project; and

**WHEREAS**, the PPA sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the Non-Federal Sponsors and USACE; and

**WHEREAS**, pursuant to the PPA, USACE will be responsible for completing the Diversion Inlet Structure; the approximately six (6) mile connecting channel; the Red River Control Structure and the Wild Rice River Control Structure; the SEAI; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features that are not the responsibility of the Non-Federal Sponsors; and

**WHEREAS**, pursuant to the PPA, part of the Non-Federal Sponsors’ responsibility will be to design, construct, manage, operate, and maintain the Storm Water Diversion Channel and Associated Infrastructure or the SWDCAI; and

**WHEREAS**, the Non-Federal Sponsors’ responsibilities under the PPA also include the acquisition of real estate interests necessary for the SWDCAI and the operation and maintenance of the SWDCAI when constructed; and

**WHEREAS**, the Authority, pursuant to the Joint Powers Agreement, is the entity responsible for the Non-Federal Sponsors’ obligations under the PPA; and

**WHEREAS**, to facilitate the design, construction, operation, and maintenance of the SWDCAI, on September 2, 2015, the Authority approved a Notice of Intent to develop a Public-Private Partnership (“P3”) with a Developer pursuant to North Dakota Century Code chapter 48-02.1; and

**WHEREAS**, on July 14, 2016, the Authority authorized the release of a Request for Qualifications for the P3 Procurement, and on December 15, 2016, the Authority authorized the release of a draft Request for Proposals for the P3 Procurement; and

**WHEREAS**, the Authority anticipates the Developer will operate and maintain the SWDCAI for an approximately thirty (30) year term following completion; and

**WHEREAS**, the Township is a holder of certain rights-of-way that will be affected by the construction, operation, and maintenance of the SWDCAI; and

**WHEREAS**, it is necessary for the construction, operation, and maintenance of the SWDCAI that the Authority acquire rights and privileges from the Township; and

**WHEREAS**, the Township was invited to participate in a study to develop the North Diversion Master Transportation Plan that lays out the effects of the SWDCAI and provides a response thereto; and

**WHEREAS**, the Township is willing to cooperate with the Authority in regard to said rights-of-way for construction, development, and use of the SWDCAI as provided by this MOU.

**NOW, THEREFORE**, in consideration of the faithful performance of each Party of the mutual covenants and agreements herein set forth, it is mutually agreed 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, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, 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, or the SWDCAI.

**“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. References to the Authority throughout this MOU include references to other entities engaged by the Authority, including the Developer, to complete such work.

**“Authority Representative”** has the meaning set forth in Section 14.06.



**“Authority-Retained Responsibilities”** has the meaning set forth in Section 9.02.

**“Board of Supervisors”** means the governing body of the Township.

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

**“CERCLA”** means the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601-9675).

**“Compensation Event”** means as defined in the Project Agreement.

**“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.

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

**“County Engineer”** means the Engineer of Cass County, North Dakota.

**“Design Documents”** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details, and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records, and submittals necessary for, or related to, the design of the SWDCAI.

**“Developer”** means the individual, partnership, corporation, or joint venture that enters the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this MOU include references to other entities engaged by the Developer to complete such work.

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

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

**“Engineer of Record”** means an individual or individuals, properly registered as an engineer, responsible for preparing the design for the SWDCAI.

**“Environment”** or **“Environmental”** means air, soils, surface waters (including wetlands), groundwater, land, stream sediments, surface and subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, and cultural, historic, archaeological and paleontological resources.

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

**“Force Majeure Flood Event”** means (i) until Project Substantial Completion, the gauge height for USGS gauge 05054000 (Red River) meets or exceeds 43 feet; and (ii) on or after Project Substantial Completion, more than 46,600 cfs is permitted to flow through the Diversion Inlet Structure.

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

**“Good Industry Practice”** means the industry practices and standards that would be exercised by a prudent and experienced developer, designer, engineer, contractor, operator, or maintenance provider engaged in the same kind of undertakings and under similar circumstances as those applying to the work.

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

**“Indemnified Party”** means a party identified by the Project Agreement as such.

**“Insurance Policies”** means the insurance policies the Authority is required to carry or ensure are carried by the Developer.

**“Intellectual Property”** means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States or any part of the world together with all or any goodwill relating or attached thereto which is created, brought in existence, acquired, used, or intended to be used by the Authority for the purposes of carrying out the Work or otherwise for the purposes of this MOU.

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

**“Losses”** means any loss, damage, injury, liability, obligation, costs, response cost, expense, fee, charge, judgment, penalty, or fine. Losses include injury to or death of Persons, damage or loss of property, and harm or damage to natural resources.

**“MAI”** means mitigation and associated infrastructure.

**“Material Change or Modification”** means a change or modification affecting the operation or performance of a New Gravel Road or the Mobility Improvement.

**“Milestone One Limits”** means the portion of the SWDCAI from the new Drain 14 inlet structure (including the Drain 14 inlet facilities) to the Red River, including the SWDCAI outlet (i.e., between Indicative Design Station 0+00 and approximately 920+00 as shown on Exhibit A attached hereto.

**“Mobility Improvement”** means a gravel improvement to an ancillary unimproved road to facilitate increased mobility due to realignments caused by construction of the SWDCAI.

**“New Gravel Road”** means a gravel road or field access that will be opened and constructed to provide access to a Parcel Without Access.

**“Parcel Without Access”** means a parcel of land that, as a result of the construction of the SWDCAI, will be left without an access point or whose access will be severed, excluding property that can be accessed by adjoining parcels with a matching owner.

**“Party”** means the Authority or the Township, as the context may require, and their 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 and selected pursuant to Section 2.02 to act as a liaison between the Township, the Authority, and the Developer.

**“Project Agreement”** means the contract to design, build, finance, operate, and maintain the SWDCAI that the Authority will enter with the Developer.

**“Project Data”** means

- (a) Design Documents; and
- (b) Any other information, documents, or data required or brought into existence or used in relation to the Work or this MOU,

in each case, that is used by or on behalf of the Authority in connection with the provision of the Work or the performance of the Authority's obligations under this MOU.

**"Project Limits"** means the approximate right-of-way for the SWDCAI, as currently projected in Exhibit A.

**"Project Substantial Completion"** means the completion of all substantial completion conditions as outlined in the Project Agreement for the substantial completion of the SWDCAI.

**"P3 Procurement"** means the public-private-partnership solicitation process, including the Request for Qualifications and the Request for Proposals, undertaken by the Authority to select and retain a Developer as defined herein.

**"Red River Control Structure"** means the control structure on the Red River of the North to be procured by USACE.

**"Released for Construction Documents"** means all drawings, specifications, revisions thereto, and any other items necessary to construct the work, signed and sealed by the Engineer of Record.

**"Relief Event"** means as defined in the Project Agreement.

**"Request for Proposals"** means the solicitation that will be issued by the Authority as part of the P3 Procurement which will outline proposal requirements and seek proposals to design, finance, build, operate, and maintain the SWDCAI, and all applicable addenda. The Authority released the draft RFP on December 16, 2016, and will continue to finalize the RFP until a final RFP is released. The Authority released the final RFP in January 2021.

**"Request for Qualifications"** means the solicitation that was issued by the Authority as part of the P3 Procurement seeking statements of qualifications to design, finance, build, operate, and maintain the SWDCAI, and all applicable addenda.

**"Routine Maintenance"** means re-striping, snow plowing, and ice and snow control (e.g., application of salts, chlorides, or sand).

**"SEAI"** means the southern embankment and associated infrastructure portion of the Comprehensive Project, to be procured by USACE.

**"State"** means the State of North Dakota.

**"Storm Water Diversion Channel and Associated Infrastructure" or "SWDCAI"** means the approximately thirty (30) mile, 20,000 cubic feet per second (cfs) during a 100-year event channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, and recreational features, to be constructed as part of the Comprehensive Project.

**“Substantial Completion”** means a New Gravel Road or Mobility Improvement is functional to its intended use.

**“Third Party Claims”** means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations or administrative proceedings brought by a Person that is not an Indemnified Party, including the Township, with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines, or expenses (including attorneys’ fees and expenses) sustained or incurred by such Person.

**“Township”** means Wiser Township, a political subdivision of the State of North Dakota.

**“Township Representative”** has the meaning set forth in Section 14.06.

**“Traffic Mitigation Route”** means an existing road that may be used as a detour route during the construction of the SWDCAI.

**“Turnover”** means the transfer of ownership and control of a New Gravel Road or Mobility Improvement from the Authority to the Township as provided in Section 6.11.

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

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

**“Work”** means design work, construction work, and maintenance, and all other work, services, and obligations required to be furnished, performed, and provided by the Authority under this MOU.

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

## **ARTICLE II. INTENT**

**Section 2.01** INTENT. The Authority, in conjunction with USACE, is designing, constructing, operating, and maintaining the Comprehensive Project. One element of the Comprehensive Project is the SWDCAI, which the Authority intends to deliver through a public-private partnership with a Developer. The Authority intends to transfer the majority of the obligations set forth in this MOU to the Developer through the entrance of the Project Agreement. If an obligation is not transferred to the Developer, the Authority will undertake such obligation itself or assign the same to a third party.

**Section 2.02** DEVELOPER AND AUTHORITY CONTACT. Following the selection of the Developer, an Authority appointed and Developer selected contact within the agency and prime contractor (“Point of Contact”) will be assigned to the Township Representative. The intended purpose of this appointed and selected Point of Contact is to allow the Township Representative to provide information to the Authority and the Developer regarding Township-related activities that may be occurring on property near the Project Limits that may have an impact on the Developer’s work, as well as to allow the Township Representative to inform the Authority and the Developer of conflicts or concerns the Township may have.

## **ARTICLE III. SWDCAI AND OPENING**

**Section 3.01** DESIGN AND CONSTRUCTION. The Authority is responsible for designing and constructing the SWDCAI. Once the Authority has prepared plans and specifications for the SWDCAI with the assistance of an Engineer of Record, the Authority, as necessary, under Applicable Law, will open New Gravel Roads as set forth in this Article.

**Section 3.02** NEW GRAVEL ROADS. In the event the Authority’s design creates a Parcel Without Access, the Authority will be responsible for establishing a New Gravel Road to provide access to that parcel. A New Gravel Road will be constructed as a Two-Lane Township Gravel Section road in accordance with the standards attached hereto as Exhibit B or as otherwise agreed to by the County Engineer. The Authority will open New Gravel Roads through platting.

## **ARTICLE IV. PROPERTY INTEREST ACQUISITION**

**Section 4.01** ACQUISITION. The Authority will, at its sole cost and expense, obtain all easements, rights-of-way, or other interests in real property necessary for the opening of New Gravel Roads and for Mobility Improvements.

**Section 4.02** TRANSFER OF INTEREST. For those portions of New Gravel Roads and Mobility Improvements located outside of the Project Limits and acquired by the Authority, the Authority will convey to the Township, at the time set forth herein, the necessary right-of-way and/or easement interests needed to operate and maintain the New Gravel Roads and Mobility Improvements. The Authority will maintain ownership of those portions of New Gravel Roads and Mobility Improvements located within the Project Limits.

**Section 4.03 WEED CONTROL.** On property in which the Authority 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.

**Section 4.04 PLATTING.** The Authority intends to plat the Project Limits, and the Township will cooperate with any and all efforts to plat, including signing a plat if necessary. Cass County, pursuant to N.D.C.C. § 24-05-09, will declare, by resolution, those portions of Township roads, as determined by the Project Limits, that will be impacted by construction to be part of the Cass County highway system. The section line road rights-of-way that the Authority anticipates will be impacted by the construction are included on the Project Impacts Map, attached as Exhibit E.

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

**Section 5.01 INTENT.** The Parties intend that the Authority will be the lead agency for coordination with USACE for planning and engineering activities. The Parties understand and agree that the SWDCAI and the components described herein must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

**Section 5.02 SITE TESTING.** The Authority will perform all preliminary engineering activities for New Gravel Roads and Mobility Improvements, 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; (e) Hazardous Materials investigations; and (f) archeological, paleontological, and cultural investigations.

**Section 5.03 MITIGATION.** The Authority is responsible, at its sole cost and expense, for the remediation and removal of all Hazardous Materials unearthed as a result of the SWDCAI, Mobility Improvements, or New Gravel Roads.

**Section 5.04 ENVIRONMENTAL REVIEWS.** The Authority will coordinate with USACE to ensure that all Work complies with applicable Environmental laws and regulations and receives all necessary environmental clearances.

**Section 5.05 UTILITY RELOCATION.** The Authority is responsible for coordinating and/or performing Utility Relocations and will be responsible for costs incurred for these relocations.

**Section 5.06 PERMITS AND APPROVALS.** The Authority will secure any necessary permits and/or approvals for construction of the SWDCAI, New Gravel Roads, and Mobility Improvements and is responsible for carrying out any requirements of those permits and/or approvals, including environmental requirements. Necessary permits and/or approvals do not include those permits and/or approvals preempted by permits and/or approvals issued by the North Dakota State Water Commission and State Engineer. The Township will cooperate with the

Authority in Good Faith regarding permit conditions and implementation. The Township agrees and acknowledges that the North Dakota State Water Commission and State Engineer have preemptive authority to permit the SWDCAI and all construction contemplated by this MOU. Nonetheless, the Authority will secure a floodplain permit from the Township for construction of the SWDCAI.

## **ARTICLE VI. DESIGN AND CONSTRUCTION**

**Section 6.01** INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for design and construction. The Parties understand and agree that the SWDCAI and the components described herein must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

**Section 6.02** DESIGN. The Authority will submit all designs for New Gravel Roads and Mobility Improvements to the County for review and approval in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI. Any designs resulting from this MOU will be the property of the Authority.

**Section 6.03** CONSTRUCTION. The Authority will be responsible for constructing New Gravel Roads and Mobility Improvements and any other physical alterations necessary for construction, operation, and maintenance of the SWDCAI. Construction of a New Gravel Road will be in accordance with the plat or with the order entered by the Township opening the New Gravel Road. The Authority will be responsible for constructing the following Mobility Improvement:

(a) On 24th Street Southeast from 172nd Avenue Southeast to the realigned County 4 north of the SWDCAI.

Each Mobility Improvement will also be constructed as a Two-Lane Township Gravel Section road in accordance with the standards attached hereto as Exhibit B or as otherwise agreed to by the County Engineer.

**Section 6.04** CREATION OF DEAD-ENDS. At each location where construction of the SWDCAI creates a dead-end of a section line road, the Authority will construct a cul-de-sac of material consistent with the material of the remaining section line road and according to the design attached hereto as Exhibit D or as otherwise agreed to by the County Engineer. The cul-de-sac may be constructed outside the Project Limits or inside the Project Limits, as the design for the SWDCAI allows in the discretion of the Authority, with the preference being that it is constructed outside the Project Limits.

**Section 6.05** TRAFFIC MITIGATION ROUTES. The Authority will utilize Traffic Mitigation Routes to maintain adequate mobility and construction access to the SWDCAI during construction. Once the Authority has identified Traffic Mitigation Routes, it will inform the Township. The use of Traffic Mitigation Routes may or may not entail upgrading an existing earthen or dirt road to a gravel road. During the time that traffic is detoured on a Traffic Mitigation Route, the Authority will maintain the Traffic Mitigation Route in a condition that is smooth and



free from holes, ruts, ridges, bumps, and standing water. The Township will be responsible for Routine Maintenance on Traffic Mitigation Routes. Once the detour along the Traffic Mitigation Route is terminated, the Authority will either remove the road for construction of the SWDCAI or will restore the detour route to a condition that is equivalent to that which existed prior to its use.

**Section 6.06 HAUL ROUTES.** Prior to beginning construction, the Authority will identify existing public roads that it may utilize as haul routes and inform the Township. The Authority will use its best efforts to utilize County roads, in lieu of Township roads, as haul routes and will work with the County Engineer in doing so. The Authority will operate and maintain the condition of these roads during construction and make any necessary adjustments to the existing public roads to accommodate the vehicles hauling construction material. The Township will provide Routine Maintenance on haul routes. The Authority will comply with seasonal and other load restrictions on existing public roads. By completion of the Milestone One Limits, the Authority will have restored those roads used as haul routes to a condition equivalent to that which existed prior to their use. Any changes to haul routes will be forwarded to the Township for review and comment.

**Section 6.07 SIGNAGE AND LANE CLOSURES.** The Authority will be responsible for traffic flow impacted by its construction and will place and maintain appropriate signage during construction of New Gravel Roads, Mobility Improvements, and the SWDCAI, as necessary. The Authority will maintain traffic control devices in like new condition and located in positions required by the Manual on Uniform Traffic Control Devices. Additionally, the Authority will provide advanced notification to the Township and the public of road closures, lane closures, and/or traffic switches.

**Section 6.08 CHANGES OR MODIFICATIONS.** Any material changes or modifications to the location of a New Gravel Road will be subject to approval following the procedure outlined in Article III for opening a New Gravel Road. Any Material Change or Modification to the Released for Construction Documents of a New Gravel Road or Mobility Improvement will also be subject to review and approval by the County in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI.

**Section 6.09 CONSTRUCTION SCHEDULE.** To facilitate scheduling for construction work of the New Gravel Roads and Mobility Improvements, the Authority will provide the Township Representative a proposed construction schedule for New Gravel Roads and Mobility Improvement and thirty (30) calendar days advanced written notice of the proposed start date for each New Gravel Road and Mobility Improvement.

**Section 6.10 SUBSTANTIAL COMPLETION.** The Authority will provide the Township Representative and the County Engineer with written notice of any anticipated Substantial Completion of a New Gravel Road or Mobility Improvement: (i) no later than sixty (60) calendar days and (ii) no later than fifteen (15) Business Days prior to the anticipated date for Substantial Completion. No later than ten (10) Business Days prior to the anticipated date for Substantial Completion, the County Engineer and the Authority will conduct a final inspection of the New Gravel Road or Mobility Improvement to determine whether the structure meets the requirements as provided in this MOU. The Township may accompany the County during final inspection. If the County Engineer finds the construction is insufficient, whether due to it being incomplete or

non-compliant with the requirements as provided in this MOU, as applicable, the County Engineer will notify the Authority of such fact and the Authority will correct such deficiency in the construction work and re-notify for inspection.

**Section 6.11 OWNERSHIP.**

(a) Upon substantial completion of the Milestone One Limits, the Authority will transfer ownership and control of the New Gravel Roads and Mobility Improvements outside of the Project Limits to the Township (“Turnover”). The Authority will maintain ownership and control of a New Gravel Road or Mobility Improvement within the Project Limits.

(b) The Authority will warrant that the work on New Gravel Roads and Mobility Improvements is complete and conforms to Good Industry Practice and that all materials and equipment furnished as a part of the work are of good quality and free of defects in materials and workmanship. This warranty will be effective for a period of one (1) year beginning on the date of Project Substantial Completion.

**Section 6.12 INSPECTION AND ACCESS.** The Township will have the right to inspect the construction work to be performed hereunder at any time during its progress and to make final inspection upon notification of anticipated Substantial Completion. The Authority will permit and facilitate reasonable access for the Township for the reasonable inspection of the New Gravel Roads and Mobility Improvements and shall cooperate fully with Township inspection personnel. Inspections may only be made upon reasonable notice to the Authority and during business hours, and the Township must comply with the Authority’s site safety requirements. In an emergency, the Township may access the site as needed and provide notice as soon as reasonably possible to the Authority. The presence or absence of a Township inspector does not relieve the Authority from any requirement in this MOU, nor is any inspector authorized to issue instructions to the Developer or change any term or condition of this MOU.

**Section 6.13 EXTRA MATERIAL PILE.** By Project Substantial Completion, the Authority will have stockpiled approximately fifty thousand (50,000) cubic yards of excavated materials near the County Road 4 and County Road 31 crossing of the SWDCAI. The Township and Harwood Township will each have the opportunity to utilize twenty-five thousand (25,000) cubic yards of these materials, in the discretion of the Authority. If the Township desires to utilize these materials, it must contact the Authority for authorization. All removals must be more than two thousand (2,000) cubic yards and no more than three (3) separate withdrawals will be authorized per calendar year. The Township will be responsible for all costs associated with removal of the excavated materials from the deposit site.

**ARTICLE VII.  
MAINTENANCE**

**Section 7.01 NEW GRAVEL ROADS.** Between completion of a New Gravel Road and Turnover, the Authority will perform maintenance, aside from Routine Maintenance, on the New Gravel Road, whether located inside or outside the Project Limits, in good condition. At all times following Turnover of a New Gravel Road, the Township, at its sole cost and expense, will maintain the New Gravel Road located outside of the Project Limits and the Authority, at its sole

cost and expense, will perform maintenance, aside from Routine Maintenance, on the New Gravel Road that is located within the Project Limits. The Township will be responsible for Routine Maintenance of a New Gravel Road at all times, whether located inside or outside the Project Limits.

**Section 7.02 MOBILITY IMPROVEMENTS.** Between completion of a Mobility Improvement and Turnover, the Authority will perform maintenance, aside from Routine Maintenance, on the Mobility Improvement, whether located inside or outside the Project Limits, in good condition. At all times following Turnover, the Township, at its sole cost and expense, will maintain the Mobility Improvement located outside of the Project Limits and the Authority, at its sole cost and expense, will perform maintenance, aside from Routine Maintenance, on the Mobility Improvement that is located within the Project Limits. The Township will be responsible for Routine Maintenance of a Mobility Improvement at all times, whether located inside or outside the Project Limits.

**Section 7.03 SIGNAGE.** If the Authority installs any permanent signage outside of the Project Limits during the work outlined in this MOU, the Township may repair or replace the signage, as necessary, and submit an invoice to the Authority, in accordance with Exhibit C attached hereto, for the expense of such repair or replacement.

**Section 7.04 SWDCAI.** The Township will have no responsibilities for maintenance associated with the SWDCAI.

**Section 7.05 GARBAGE DUMPING.** In the event the dumping of garbage on roads that have been dead ended due to the construction of the SWDCAI becomes an issue, the Point of Contact and the Township will work in Good Faith to arrive at a mutually agreed upon solution to remedy the issue.

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

**Section 8.01 TOWNSHIP ROADS.** In the event the Township desires to add a crossing of the SWDCAI, the Township must secure written approval from the Authority. Low water crossings of the SWDCAI will neither be considered nor allowed by the Authority.

### **Section 8.02 SWDCAI.**

(a) The Authority retains the ability, at its sole cost and expense, to adjust or alter the SWDCAI to the extent such may be accomplished without adversely affecting, changing, or altering any open section lines.

(b) If it becomes necessary or desirable to discontinue, close, or open a section line to accommodate the SWDCAI project, the cost of such work, including any incidental costs made necessary by any such changes, will be the expense of the Authority.

**Section 8.03 COORDINATION.** In the event the Authority desires to discontinue, close, or open a section line to accommodate future changes or additions of the SWDCAI, the Authority

and the Township will work in Good Faith, with the understanding that time is of the essence, to agree to terms regarding the accommodation of a future change or addition of the SWDCAI through an addendum to this MOU.

## **ARTICLE IX. INSURANCE AND LIABILITY**

### **Section 9.01     INSURANCE.**

(a)     The Authority will procure and maintain the following insurance coverage until Turnover of all New Gravel Roads and Mobility Improvements:

(1)     Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Township is to be named as additional insured on a primary, non-contributory basis.

(2)     Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to, the statutory liability under the State of North Dakota's workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

(3)     Claims Made Project Specific Errors & Omissions (Professional Liability) Insurance in connection with design and construction with a minimum combined total period of ten (10) years for design, construction, and extended reporting with limits of at least \$2,000,000 per claim and in the aggregate.

(4)     All Risk Insurance in completed value form including coverage for permanent and/or temporary works executed and in the course of execution, materials, supplies, equipment, and other goods of at least \$10,000,000.

(b)     The Authority will procure and maintain the following insurance coverage after Turnover of all New Gravel Roads and Mobility Improvements throughout the warranty term provided in Section 6.11(b) of this MOU:

(1)     Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Township is to be named as additional insured on a primary, non-contributory basis.

(2)     Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to, the statutory liability under the State of North Dakota's

workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

**Section 9.02** RELEASE OF LIABILITY AND INDEMNITY.

(a) Except as set forth in the following Section, to the fullest extent permitted by Applicable Law, the Authority will require that the Developer release, defend, indemnify, and hold harmless the Township on demand and from and against any and all liability for Losses arising from Third Party Claims, in each case, to the extent such Losses arise out of, or as a consequence of, any breach of the MOU by the Developer or any negligence of the Developer. Additionally, the Authority will retain responsibility for the following key decisions and matters relating to the scope of the SWDCAI and the Comprehensive Project and the interaction of the SWDCAI with the SEAI and MAI ("Authority-Retained Responsibilities"):

- (1) The decision to undertake the SWDCAI and the Comprehensive Project;
- (2) The decision to deliver the Comprehensive Project through a split procurement model with the Authority procuring the SWDCAI and USACE procuring the SEAI and the MAI;
- (3) The decision as to the location and alignment of the Project Limits;
- (4) The decision as to the form of the flood management system and the level of flood protection to be delivered through the SWDCAI and the Comprehensive Project;
- (5) The design, construction, operation, and maintenance of the SEAI and the MAI; and
- (6) From time to time, the decision as to whether or not to operate the Red River Control Structure, the Wild Rice River Control Structure, or the Diversion Inlet Structure.

**Section 9.03** EXCLUSIONS FROM INDEMNIFICATION. The Authority will not require the Developer to be responsible or to be obliged to release, defend, indemnify, or hold harmless the Township with respect to any liability or Losses to the extent that the same arise as a direct result of:

- (a) The Authority-Retained Responsibilities;
- (b) A Compensation Event or Relief Event;
- (c) The presence of Hazardous Materials for which the Authority is responsible under the terms of the Project Agreement;
- (d) The fraud, negligence, recklessness, bad faith, or willful misconduct of the Township;
- (e) Any Losses suffered by the Township under a contract with a third party;

(f) Any breach of the MOU by the Authority; or

(g) Any Losses suffered by the Township with respect to use of the Project Data, or any Intellectual Property related to the Project Data, other than any use specifically for the SWDCAI.

**Section 9.04 CONDUCT ON THIRD PARTY CLAIMS.**

(a) Where the Township is entitled to make a claim under this MOU against the Developer in relation to a Third Party Claim, the Township shall give notice of the relevant claim to the Developer promptly, setting out the full particulars of the claim.

(b) Subject to the rights of the insurers under the Insurance Policies, the Developer may at its own expense, and with the assistance and cooperation of the Township, conduct and control the Third Party Claim including its settlement and the Township shall not, to the extent that the Developer has elected to conduct and control the relevant Third Party Claim, take any action to settle or prosecute the Third Party Claim.

(c) The Developer shall, if it wishes to have conduct and control of any Third Party Claim, reimburse the Township for any cost or liability arising out of the conduct and control of the Third Party Claim by the Developer within thirty (30) calendar days of receiving an invoice from the Township with respect to such costs.

(d) The Township shall at all times take all reasonable steps to minimize and mitigate any loss for which the Township is entitled to bring a claim against the Developer pursuant to this MOU.

**Section 9.05 CERTIFICATES OF INSURANCE.** Prior to commencing construction work under this MOU, the Authority will furnish to the Township Representative certificates of insurance evidencing the coverages, endorsements, and amendments described herein. The Authority will notify the Township in writing at least five (5) Business Days prior to any cancellation, non-renewal, substitution, or material alteration of insurance.

**Section 9.06 NO WAIVER OF LIMITATION ON LIABILITY.** The indemnity and hold harmless provisions herein shall not be deemed as a waiver by the Authority of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, or a waiver of any available immunities or defenses.

**ARTICLE X.  
TERM AND TERMINATION**

**Section 10.01 TERM.** This MOU will continue in full force and effect until either (i) the termination of the Original Term or a Renewal Period as provided herein; or (ii) this MOU is terminated or rescinded in accordance with the terms and conditions of this MOU.

**Section 10.02** PROJECT SUBSTANTIAL COMPLETION. The original term of this MOU be from the Effective Date until three (3) years following Project Substantial Completion (the “Original Term”). The MOU will automatically renew following the Original Term for successive ten (10) year periods (a “Renewal Period”) unless a Party provides three hundred sixty-five (365) days’ prior written notice to the other Party that renewal is not desired.

**Section 10.03** TERMINATION. The Parties must mutually agree, in writing, to terminate this MOU. The Parties may not terminate this MOU, however, prior to three (3) years following Project Substantial Completion.

## **ARTICLE XI. DISPUTE RESOLUTION**

**Section 11.01** 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 11.02** MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, the mediator shall be selected by the American Arbitration Association (“AAA”) in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or on-going relationship with either Party. The Parties agree that only one (1) mediator shall be selected as the AAA mediator, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

**Section 11.03** LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after selection of the mediator pursuant to Section 11.02, the Parties may litigate the matter.

**Section 11.04** LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

**Section 11.05** WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this MOU, or arising out of, under, or in any connection with this MOU, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this MOU. This provision is a material inducement for all Parties entering into this MOU. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

## **ARTICLE XII. THIRD PARTY BENEFICIARIES**

**Section 12.01 DEVELOPER.** The Authority and the Township specifically agree, acknowledge, and covenant that portions of the Township's property or right-of-way will be used by the Developer in order to construct, operate, and maintain the SWDCAI. As a result, the Authority and the Township agree and acknowledge that, at any time during which one or more of the Parties is in breach or default of its respective obligations arising out of or related to this MOU, the Developer may enforce the terms and conditions of this MOU including, without limitation, by securing a court order directing the Party to perform its obligations under the MOU. In addition to the foregoing, the Developer shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to the Developer.

## **ARTICLE XIII. REIMBURSEMENT AND INVOICING**

**Section 13.01 CONSTRUCTION COSTS AND EXPENSES.** Between the Effective Date and Project Substantial Completion, the Township may seek reimbursement from the Authority for any costs and 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 run 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) date preceding the next anniversary of the Effective Date or (ii) Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contact.

**Section 13.02 POST-CONSTRUCTION COSTS AND EXPENSES.** Following Project Substantial Completion, in addition to any reimbursable costs and expenses set forth herein, 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 run from the date of Project Substantial Completion until the date preceding the first anniversary of the date of Project Substantial Completion. Annual periods thereafter shall run from the anniversary of the date of Project Substantial Completion until the date preceding the next anniversary of the date of Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contract.

**Section 13.03 EXTRAORDINARY EXPENSES.** In addition to the allowable reimbursements set forth in Section 13.01 and 13.02, 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.

**Section 13.04 LOST TAX REVENUE.** Due to the construction of the SWDCAI and ownership thereof by the Authority, the Authority recognizes that the Township will experience a loss of revenue from ad valorem taxes. The Authority estimates that approximately two hundred



sixty-two (262) acres in the Township will be owned by the Authority for the SWDCAL. For the 2020 general tax levy, the billed ad valorem tax per aggregate acre was \$1.25. 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 for ten (10) years of lost revenue from the above-mentioned two hundred sixty-two (262) acres at \$1.25 per acre for a total of \$3,274.

#### **ARTICLE XIV. MISCELLANEOUS**

**Section 14.01** COMPLETE AGREEMENT. This MOU contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

**Section 14.02** COUNTERPARTS. This instrument may be executed in 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 14.03** AMENDMENTS. This MOU may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this MOU.

**Section 14.04** SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this MOU.

**Section 14.05** FORCE MAJEURE. Neither the Authority nor the Township will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; Force Majeure Flood Event; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**Section 14.06** AUTHORIZED REPRESENTATIVES. Each of the Authority and the Township hereby designates the following individuals as its initial authorized representatives, respectively, to administer this MOU on its respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) Township Representative: Ken Loughed, Clerk/Treasurer of Board of Supervisors

**Section 14.07** NOTICE.

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

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

Jacobs  
64 4th Street North, Suite 300  
Fargo, North Dakota 58102

and

Executive Director  
Box 2806  
207 4th Street North, Suite A  
Fargo, North Dakota 58102

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

17142 18th Street SE  
Gardner, North Dakota 58042-3635

(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 sent by facsimile after 4:00 p.m. CST and all other notices received after 5:00 p.m. CST will be deemed received on the first Business Day following delivery.

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

**Section 14.09** CONFLICT WITH MOU 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.

**Section 14.10** FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for the United States Environmental Protection Agency (“EPA”) in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. On or prior to the Effective Date, the Township will

complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 23, which are attached within Exhibit F to this MOU. The Township will also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

**Section 14.11 DEBARMENT AND SUSPENSION.** The Township certifies it will not knowingly enter into a contract with anyone who is ineligible under 40 CFR Part 32 to participate in the Comprehensive Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Township represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this MOU. On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached within Exhibit F to this MOU.

**Section 14.12 CIVIL RIGHTS OBLIGATIONS.** The Township will comply with the following, federal non-discrimination requirements:

- (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- (b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- (c) The Age Discrimination Act of 1975, which prohibits age discrimination.
- (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- (e) 40 CFR Part 7, as it relates to the foregoing.
- (f) Executive Order No. 11246.

On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding civil rights, which is attached within Exhibit F to this MOU.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be duly executed on the dates indicated below.

*(Remainder of page intentionally left blank.)*

*Signature Page for Metro Flood Diversion Authority*

The Governing Body of the Metro Flood Diversion Authority approved this MOU on the \_\_\_\_\_ of \_\_\_\_\_, 2021.

**METRO FLOOD DIVERSION AUTHORITY**

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

By: \_\_\_\_\_  
Joel Paulsen, Executive Director

ATTEST:

By: \_\_\_\_\_  
Dawn Lindblom, Secretary

*Signature Page for Wiser Township, North Dakota*

The Governing Body of Wiser Township, North Dakota, approved this MOU on the 16<sup>th</sup> of March, 2021.

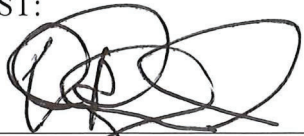
**WISER TOWNSHIP, NORTH DAKOTA**

By:

  
Dr. Scott Walden, Chair

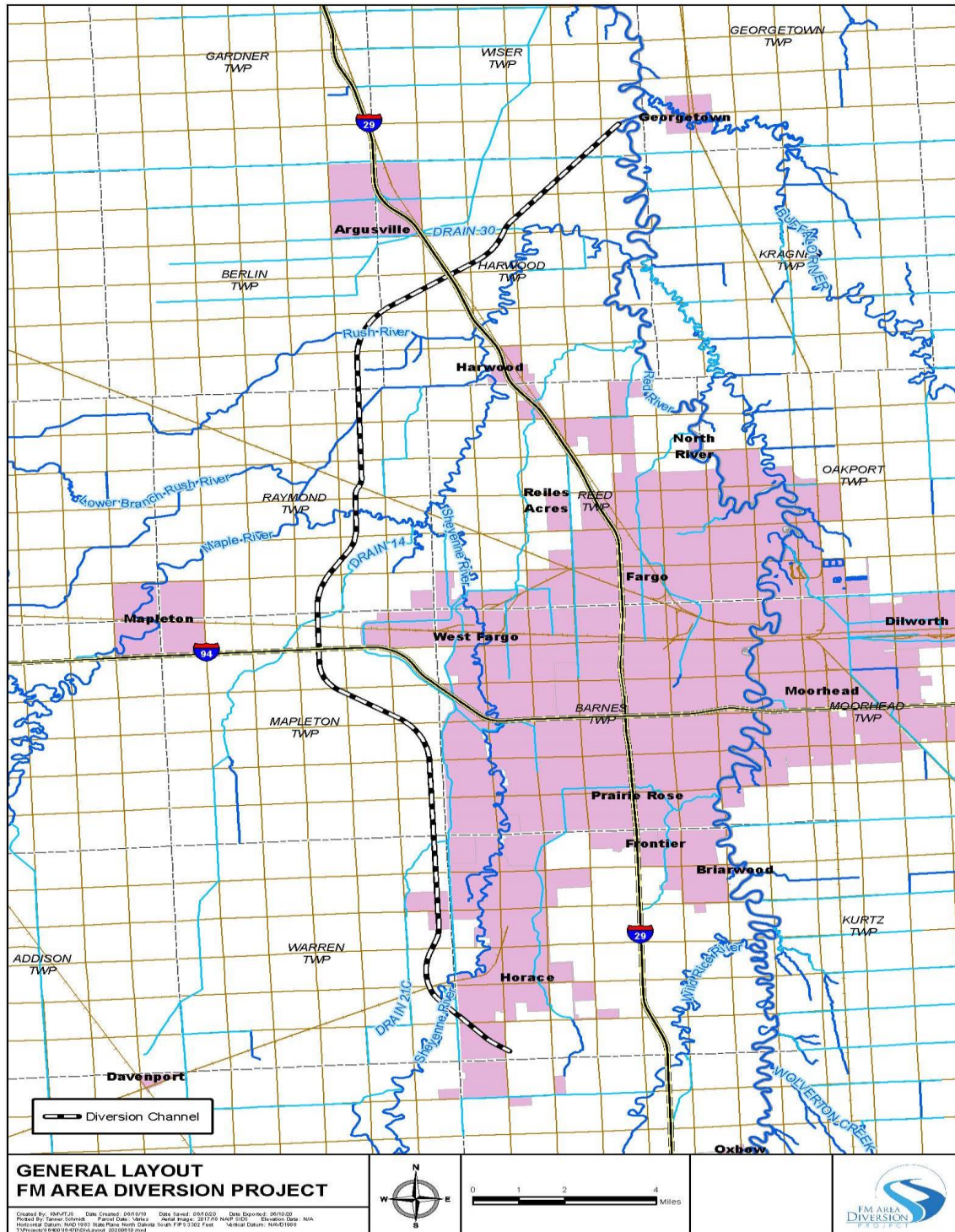
ATTEST:

By:

  
Ken Loughheed, Clerk/Treasurer

## EXHIBIT A

### PROJECT LIMITS



**EXHIBIT B**  
**MINIMUM DESIGN STANDARDS**

Two-Lane Township Gravel Section Road

<i>Minimum Design Standards for New or Reconstruction of Existing Infrastructure</i>							
<b>Typical Section</b>	<b>Design Speed</b>	<b>Right of Way</b>	<b>Roadway Width</b>	<b>Turn Lanes</b>	<b>Minimum Section Thickness</b>	<b>Access Controls</b>	<b>Bike/Ped Facilities</b>
Two-Lane Township Gravel Section	55 mph	100 feet	24 feet	No	4 inches gravel	¼ mile spacing	Not Applicable

## **EXHIBIT C**

### **AUTHORITY INVOICING REQUIREMENTS**

(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 jpaulsen@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) calendar 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.

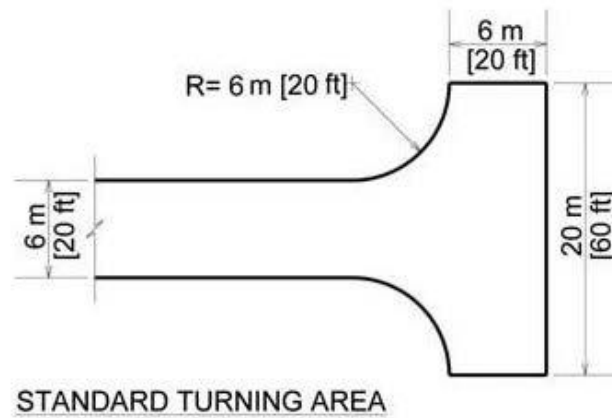
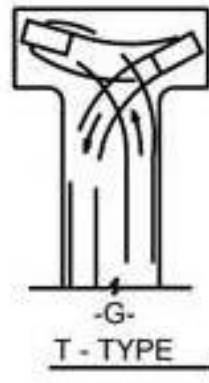
(d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, the Township must credit any payment error from any payment that is due or that may become due to the Township under this MOU.

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

*(Remainder of page intentionally left blank.)*

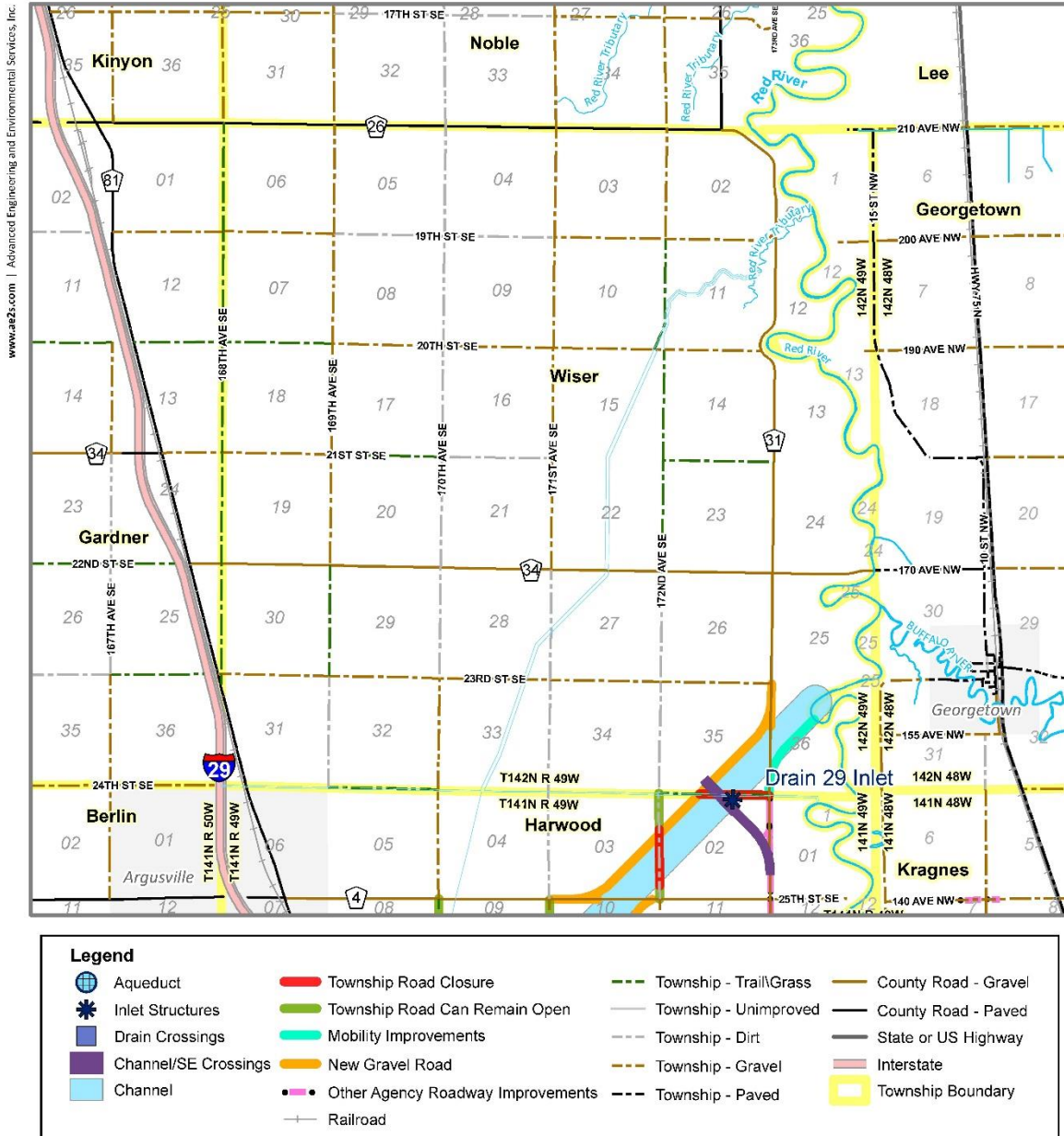


**EXHIBIT D**  
**CUL-DE-SAC DESIGN**

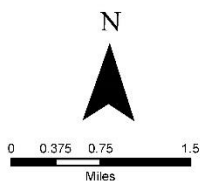


## EXHIBIT E

### PROJECT IMPACTS MAP



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: owickenheiser - AE2S, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\MOU by Township 8 x 11.mxd



#### Wisner

FM Area Diversion  
Map Date: 10/7/2020



**EXHIBIT F**  
**FEDERAL CERTIFICATION FORMS**  
**CERTIFICATION REGARDING FEDERAL LOBBYING**

The undersigned certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/  
Entity Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
  - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized  
Representative

PLEASE RETURN TO:

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

\_\_\_\_\_  
Signature of Authorized Representative

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

### **ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE**

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

---

Signature of Authorized Official

---

Title

---

Print Name

---

Name of Institution or Agency

---

Date

---

Street

---

City, State, Zip Code

PLEASE RETURN TO:

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

---

Office Email Address





# Diversion Authority Board Meeting

March 25, 2021

Executive Director Report  
Joel Paulsen



# March Happenings



## Coordination with utilities & townships, etc.

- Working on MOUs and Agreements
- Wiser Township has agreed to an MOU

## Communication with the public and legislators

- Responding to public comments and questions
- Coordination with the FMWF Chamber and the business leaders task force
- Legislative Testimony to Senate tax and finance on March 17, 2021 and Senate Appropriations on March 22, 2021
- Federal legislative outreach

## P3 updates

- Last RFP Addendum sent out to proposers on March 9, 2021
- Technical proposals received on March 24, 2021
- Technical and financial review team training

## Staff briefings with new Diversion Authority Board Chair

# MEMORANDUM

**TO:** Diversion Authority Board

**FROM:** John Shockley, General Counsel

**DATE:** March 23, 2021

**RE:** **ICS, Inc. v. Metro Flood Diversion Authority**  
**Case No. 09-2018-CV-03907**



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## I. BACKGROUND

This memorandum addresses the status of litigation commenced against the Metro Flood Diversion Authority (the “MFDA”) by ICS, Inc. (“ICS”) in the above-referenced case. ICS sued the MFDA in November 2018, following a payment dispute on Work Package 42A.1/42A.3, the 4<sup>th</sup> Street Pump Station and Gatewell project. A two-week jury trial is scheduled to commence on April 6, 2021, in Cass County District Court. However, the parties have reached a tentative settlement that would resolve the pending litigation and terminate the dispute. The terms of settlement are discussed below.

## II. RECOMMENDED ACTION/MOTION

I recommend approving the execution of a settlement agreement with ICS. The following motion could be made by the board to approve execution of a settlement agreement<sup>1</sup> consistent with the Rule 68 Offer made by the MFDA:

*I move to authorize the Chair and Executive Director to execute a settlement agreement consistent with the Rule 68 Offer with any changes deemed necessary by General Counsel.*

## III. BACKGROUND

ICS sought damages in the principal sum of near \$4 million, plus costs and interest. Pursuant to the direction given by the Board at the February 25, 2021 meeting, the MFDA extended a settlement offer of \$1.2 million to fully resolve the dispute. The settlement offer was made pursuant to Rule 68 of the North Dakota Rules of Civil Procedure, which authorizes a party to serve “an offer of settlement on specified terms, with the costs then accrued and to enter into a stipulation dismissing the claim or allowing judgment to be entered accordingly.” The Rule 68 Offer was served on March 9, 2021. A copy of the Rule 68 Offer is attached as Exhibit 1.

---

<sup>1</sup> Please note that due to the timing of the receipt of ICS’s acceptance, the final settlement agreement is still being drafted. However, due to the schedule of the upcoming trial, it is necessary to bring this matter before the MFDA Board for approval of the settlement.

On March 23, 2021, ICS formally accepted the Rule 68 Offer. A copy of ICS's acceptance is attached as Exhibit 2. ICS has indicated they have accrued costs and fees to date of approximately \$63,000. These include applicable court filing costs and expert witness fees, and *it does not* include any attorney's fees incurred by ICS to litigate the dispute.

Accordingly, the terms of the settlement agreement are as follows: (1) the MFDA would pay the principal sum of \$1.2 million; (2) the MFDA would pay ICS's accrued costs to date, which are estimated at approximately \$63,000; and (3) in exchange for the payment, the parties would execute a full, mutual release of all pending claims and dismiss the pending lawsuit. If the Board approves the final settlement, the parties will execute a settlement agreement including these terms, as well as a stipulation for dismissal of the case that would be filed with the Court.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

ICS, Inc.,

Plaintiff,

vs.

Metro Flood Diversion Authority,

Defendant.

Court File No. 09-2018-CV-03907

**RULE 68 OFFER OF SETTLEMENT**

[¶1] Pursuant to Rule 68 of North Dakota Rules of Civil Procedure, Defendant hereby offers the sum of One Million Two-Hundred Thousand Dollars (\$1,200,000), with taxable costs accrued to date, together with dismissal of Defendant's Counterclaim, in full settlement of all claims asserted by Plaintiff in this action and to allow judgment to be entered accordingly.

[¶2] This Offer of Settlement is made for the purposes set forth in Rule 68 and is not an admission that Defendant is liable to Plaintiff for any amount. Use of this offer is restricted by Rule 68, N.D.R.Civ.P., as well as Rule 408, N.D.R.Evid. Written notice of Plaintiff's acceptance of this offer must be served within 14 days after being served or the offer will be considered withdrawn.

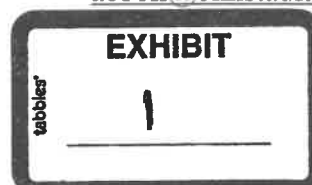
[¶3] As provided in Rule 68, if Plaintiff does not ultimately obtain a judgment which is more favorable to them than the settlement offer made herein, Plaintiff will be required to pay all costs incurred by Defendant after the date of this Offer of Settlement.

Dated: March 9, 2021.



Andrew D. Cook (ND ID #06278)  
Attorney for Defendant

OHNSTAD TWICHELL, P.C.  
444 Sheyenne Street, Suite 102  
P.O. Box 458  
West Fargo, ND 58078-0458  
TEL (701) 282-3249  
FAX (701) 282-0825  
[acook@ohnstadlaw.com](mailto:acook@ohnstadlaw.com)



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

---

ICS, Inc.,

Court File No.: 09-2018-CV-03907

Plaintiff,

v.

**PLAINTIFF'S ACCEPTANCE OF  
RULE 68 SETTLEMENT OFFER**

Metro Flood Diversion Authority,

Defendant.

---

[¶ 1] Plaintiff, ICS, Inc., by and through its counsel, hereby accepts Defendant's Rule 68 Offer of Settlement for the sum of One Million Two-Hundred Thousand Dollars (\$1,200,000), together with taxable costs then accrued, and together with dismissal of Defendant's Counterclaim in full settlement of Plaintiff's claims and will allow judgment to be entered accordingly.

[¶ 2] This acceptance is made in accordance with N.D.R.Civ.P 68(a)(1).

**FABYANSKE, WESTRA, HART & THOMSON, P.A.**

Dated: March 23, 2021

By /s/ Kyle E. Hart

Matthew T. Collins (ND#07295)

Kyle E. Hart (P00227)

Nathan R. Sellers (P01195)

333 South Seventh Street, Suite 2600

Minneapolis, MN 55402

(612) 359-7604

[mcollins@fwhtlaw.com](mailto:mcollins@fwhtlaw.com)

[khart@fwhtlaw.com](mailto:khart@fwhtlaw.com)

[nsellers@fwhtlaw.com](mailto:nsellers@fwhtlaw.com)

ATTORNEYS FOR PLAINTIFF







# Diversion Authority Finance Committee Meeting

March 24, 2021

Updated MFDA Org Chart  
Jennifer Darling

# MFDA Board of Authority



Shelly Carlson  
Mayor of Moorhead & MFDA Board Chair  
shelly.carlson@cityofmoorhead.com

Tim Mahoney  
Mayor of Fargo  
tmahoney@fargond.gov

TBD  
Moorhead  
email

Bernie Dardis  
Mayor of West Fargo  
bernie.dardis@westfargond.gov

Rick Steen  
Cass County Commissioner  
steenr@casscountynd.gov

Chad Peterson  
Cass County Commissioner  
petersonc@casscountynd.gov

Mary Scherling  
Cass County Commissioner  
scherlingm@casscountynd.gov

David Ebinger  
Clay County Commissioner  
david.ebinger@co.clay.mn.us

Kevin Campbell  
Clay County Commissioner  
kevin.campbell@co.clay.mn.us

Dave Piepkorn  
Fargo City Commissioner  
dpiepkorn@fargond.gov

Rodger Olson  
Cass County Joint Water Resource  
District Member  
olson.rodger@aol.com

John Strand  
Fargo City Commissioner  
jstrand@fargond.gov

Chuck Hendrickson  
Moorhead City Council Member  
chuck.hendrickson@cityofmoorhead.com

# MFDA Leadership Team



Joel Paulsen  
Executive Director  
paulsenj@fmdiversion.gov

Dawn Lindblom  
Executive Assistant  
lindblomd@fmdiversion.gov

Kris Bakkegard  
Director of Engineering  
bakkegardk@fmdiversion.gov

Jennifer Darling  
Director of Communications  
darlingj@fmdiversion.gov

Future Role  
Director of Finance  
Q1 2021



# Key Project Support



John Shockley  
Legal Counsel  
jshockley@ohnstadlaw.com

Martin Nicholson  
Interim Deputy Executive Director  
martin.nicholson@pgmadvisor.com

Paul Barthel  
Program Manager (PMC)  
paul.barthel@jacobs.com

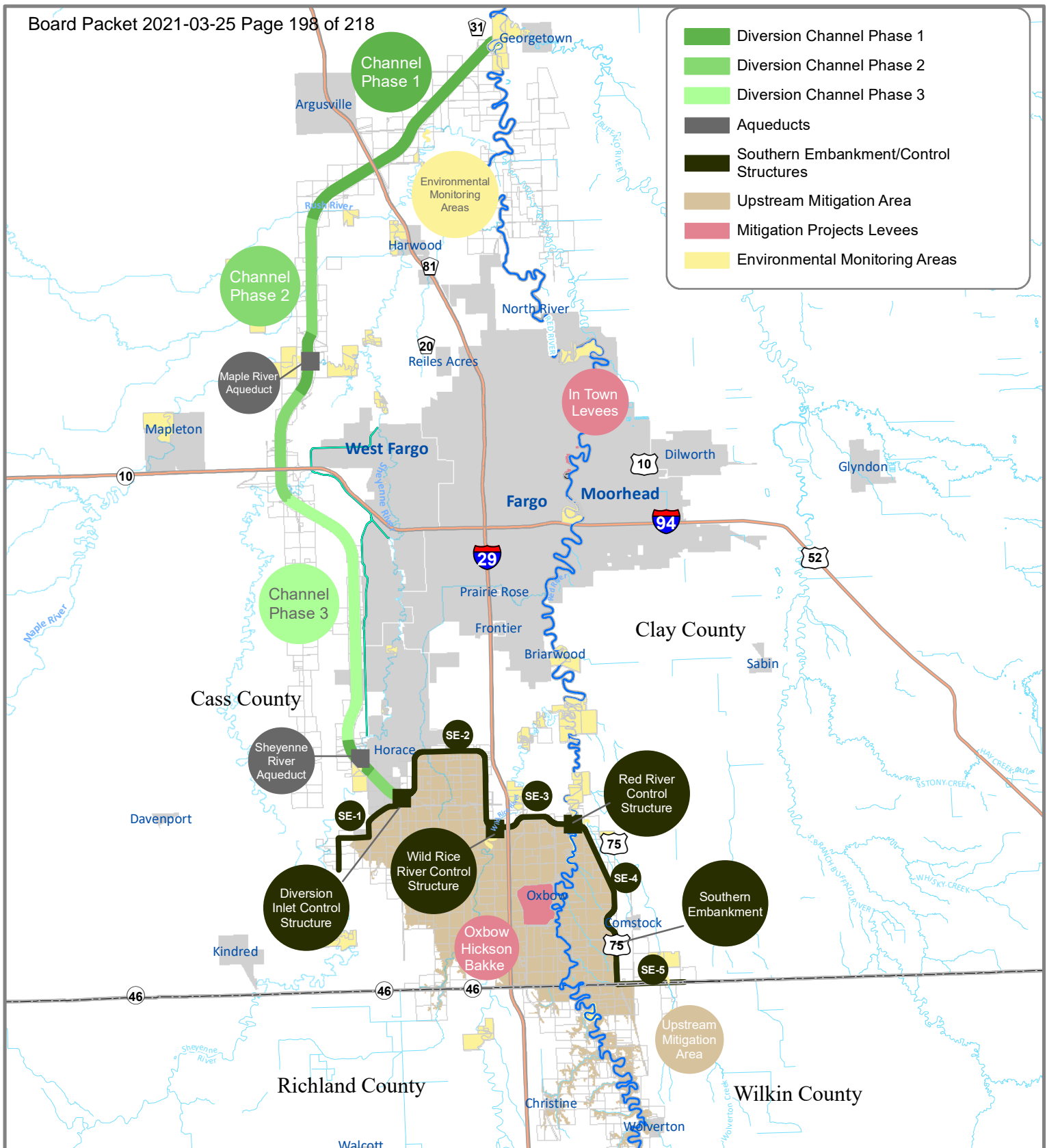
Peggy Harter  
Deputy Program Manager (PMC)  
peggy.harter@jacobs.com

Andrew Dobson  
P3 Lead  
andrew.dobson@jacobs.com

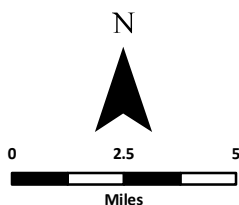
Eric Dodds  
Property Lead  
eric.dodds@ae2s.com

Gregg Thielman  
Design Lead  
cgthielman@houstoneng.com

Lyndon Pease  
Design Lead  
lyndon.pease@mooreengineeringinc.com



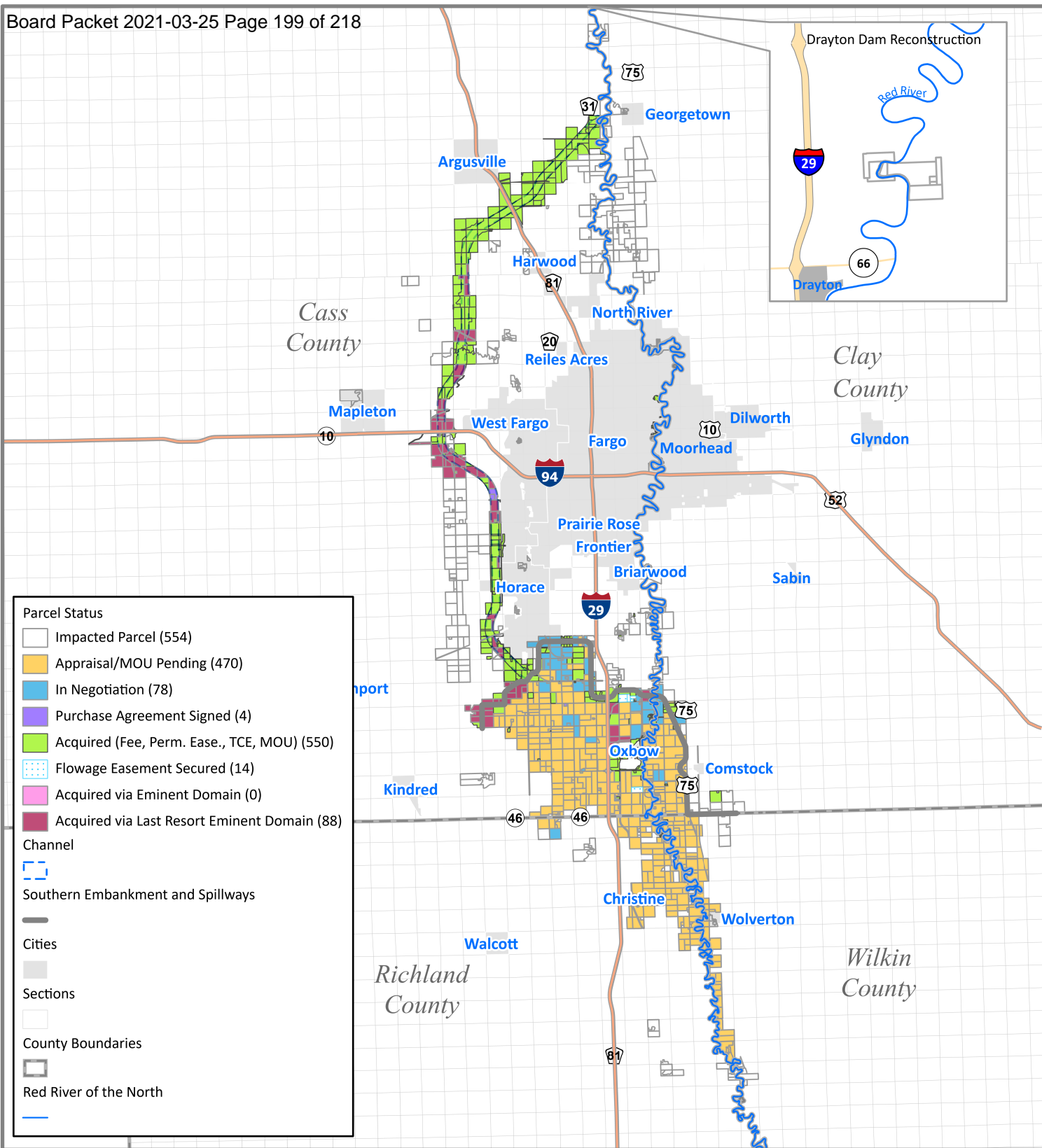
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.  
 Coordinate System: NAD 1983 UTM Zone 14N | Produced by: cwickenhiser - AE2S, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\Property Acquisition Seven Phase Map 8x11.mxd



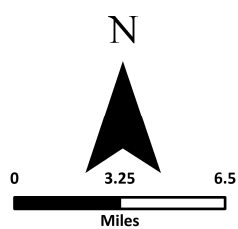
## FM AREA DIVERSION KEY ACQUISITION AREAS

Map Date: 3/16/2021





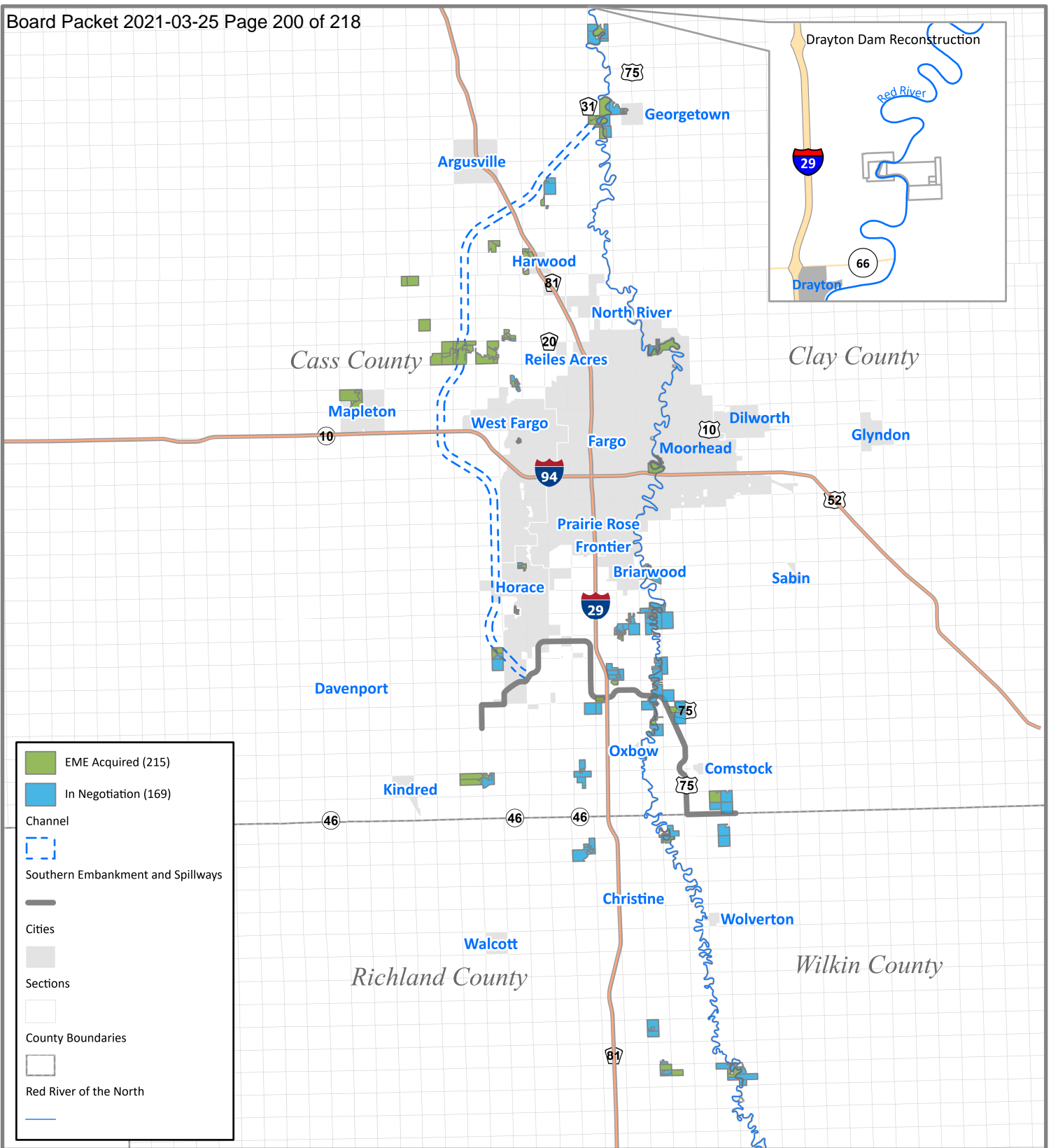
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.  
 C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: PropertyAcquisitionStatusReport\_8x11



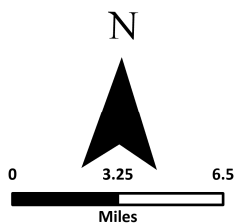
## PROPERTY ACQUISITION STATUS REPORT

Map Date: 3/16/2021





Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.  
 C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: EME Acquisition Status Report 8x11



## ENVIRONMENTAL MONITORING EASEMENT ACQUISITION STATUS REPORT

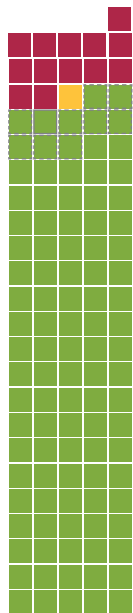
Map Date: 3/16/2021



# Diversion Channel

## Phase 1

(WP LAP01)

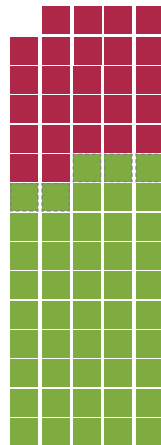


116 parcels total



## Phase 2

(WP LAP02)



74 parcels total



## Phase 3

(WP LAP03)

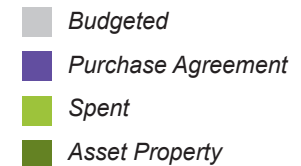
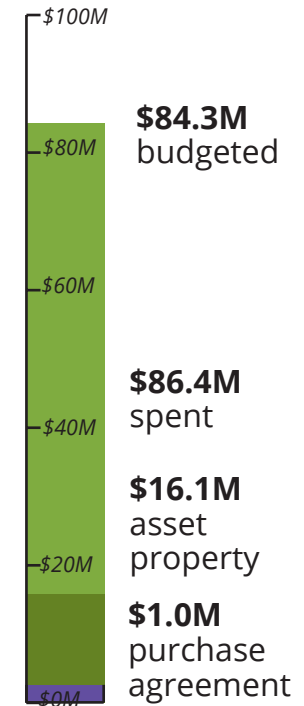


68 parcels total



## Hard Costs paid to Property Owners

NOTE: Based on Financial data through February



## Property Status Report

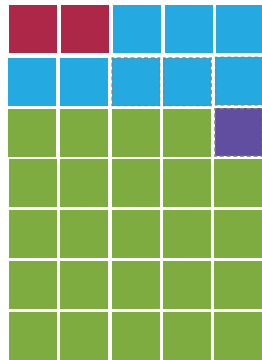


As of March 16, 2021

# Southern Embankment Control Structures

## Red River Control Structure

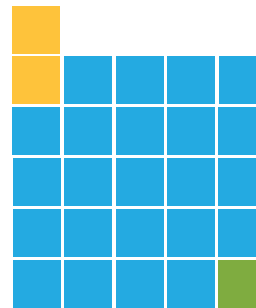
(WP 35)

Target Completion:  
August 2021

35 parcels total

- 0 Appraisal Pending
- 8 In Negotiation
- 1 Agreement Signed
- 24 Acquired/ TCE Secured
- 2 Condemnation
- Changed from last report

## Drain 27 Wetland Project

Targeted Completion:  
October 2021

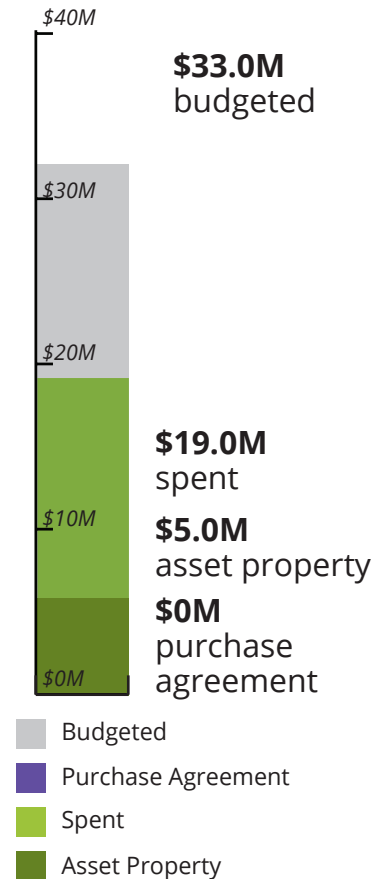
26 parcels total

- 2 Appraisal Pending/ MOU
- 23 In Negotiation
- 0 Agreement Signed
- 1 Acquired/ TCE Secured
- Condemnation
- Changed from last report

## Southern Embankment & Control Structures

Hard Costs paid to  
Property Owners

Note: Based on financial data through February



## Property Status Report



As of March 16, 2021

# Southern Embankment

## Southern Embankment

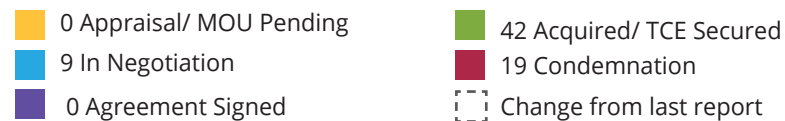
(WP Reach SE-1 to SE-5 and I29)  
Targeted Completion: September 2025

**111 parcels total**

<p>SE-1 Complete Total Parcels: 21</p>	<p>SE-2A Target Completion: March 2022 Total Parcels: 8</p>	<p>SE-2B Target Completion: November 2022 Total Parcels: 33</p>
<p>SE-3 Target Completion: July 2024 Total Parcels: 5</p>	<p>I29 Completed Total Parcels: 11</p>	
<p>SE-4 Target Completion: July 2023 Total Parcels: 24</p>	<p>SE-5 Target Completion: July 2024 Total Parcels: 9</p>	

ND

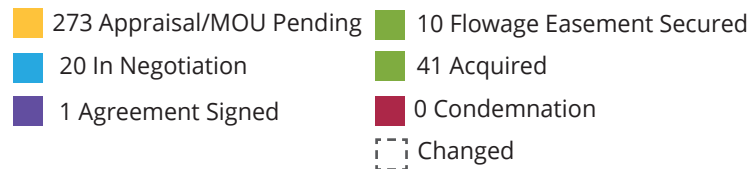
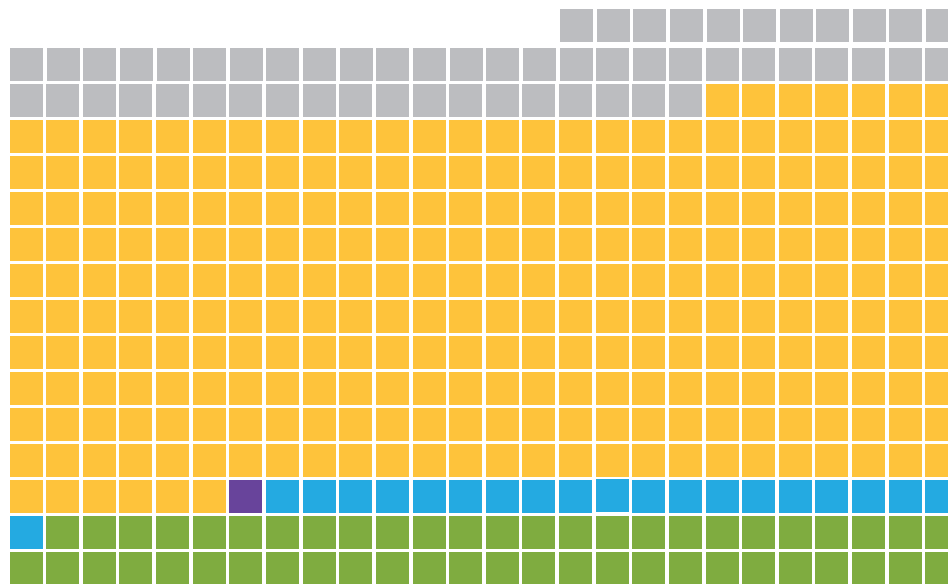
MN



# Upstream Mitigation Area-ND (UMA)

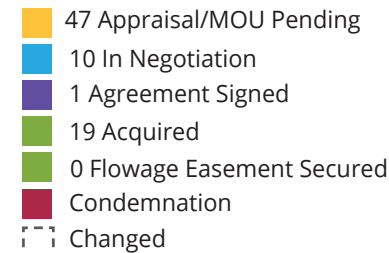
## Flowage Easements without structures (ND)

Approximately  
401 parcels in ND



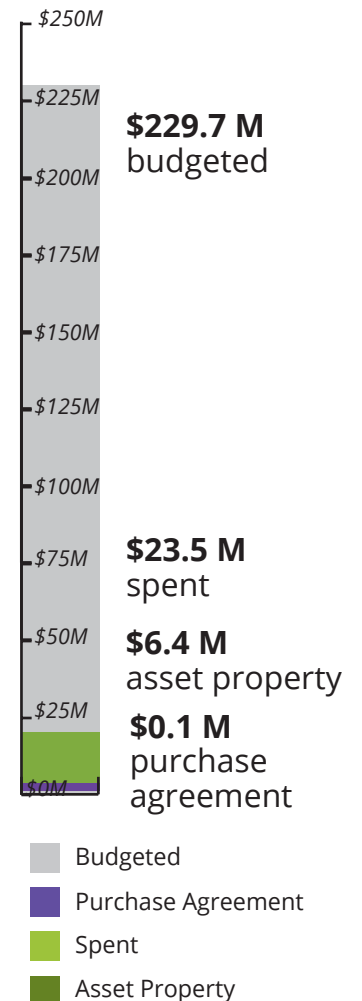
## Flowage Easement Structure Sites (ND)

Approximately  
83 parcels in ND



## ND + MN UMA Hard Costs paid to Property Owners

Note: Based on financial data through February

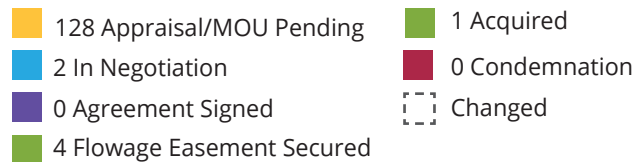
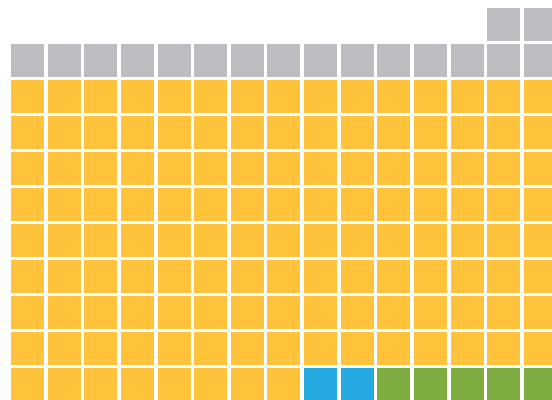




# Upstream Mitigation Area-MN (UMA)

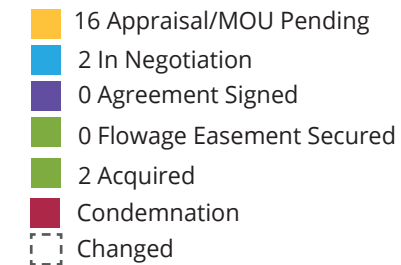
## Flowage Easements without structures (MN)

Approximately  
152 parcels in MN



## Flowage Easement Structure Sites (MN)

Approximately  
25 parcels in MN

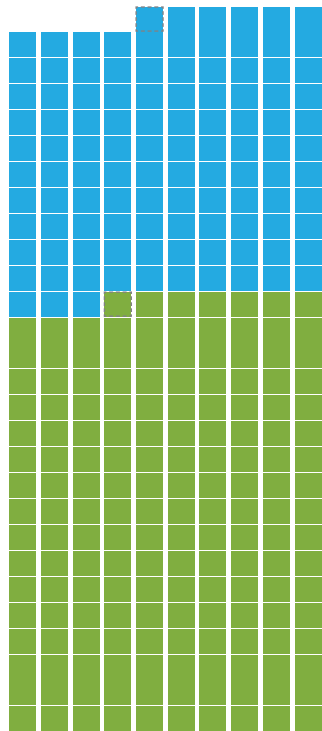


# Environmental Monitoring Areas (BIOGEO)

North Dakota

Minnesota

## Cass County



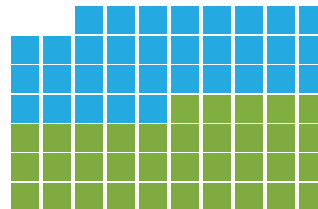
276 parcels total

## Richland County



31 parcels total

## Clay County



68 parcels total

## Wilkin County



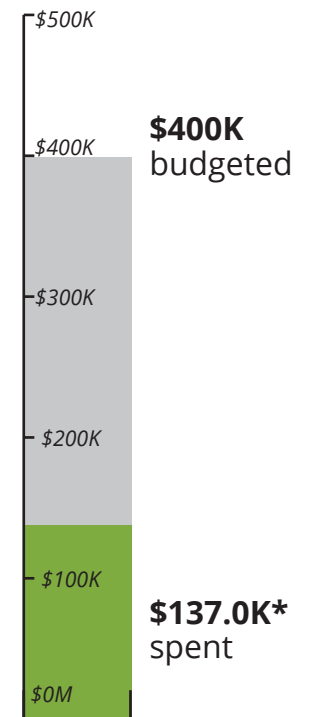
9 parcels total

- Easement Document in Work
- ROE Granted
- USACE Easement Bounds In Work
- Preliminary COS In Work

- In Negotiations
- Bio/Geo Easement Secured
- Change from last report
- On Hold

## Hard Costs paid to Property Owners

Note: Based on financial data through February



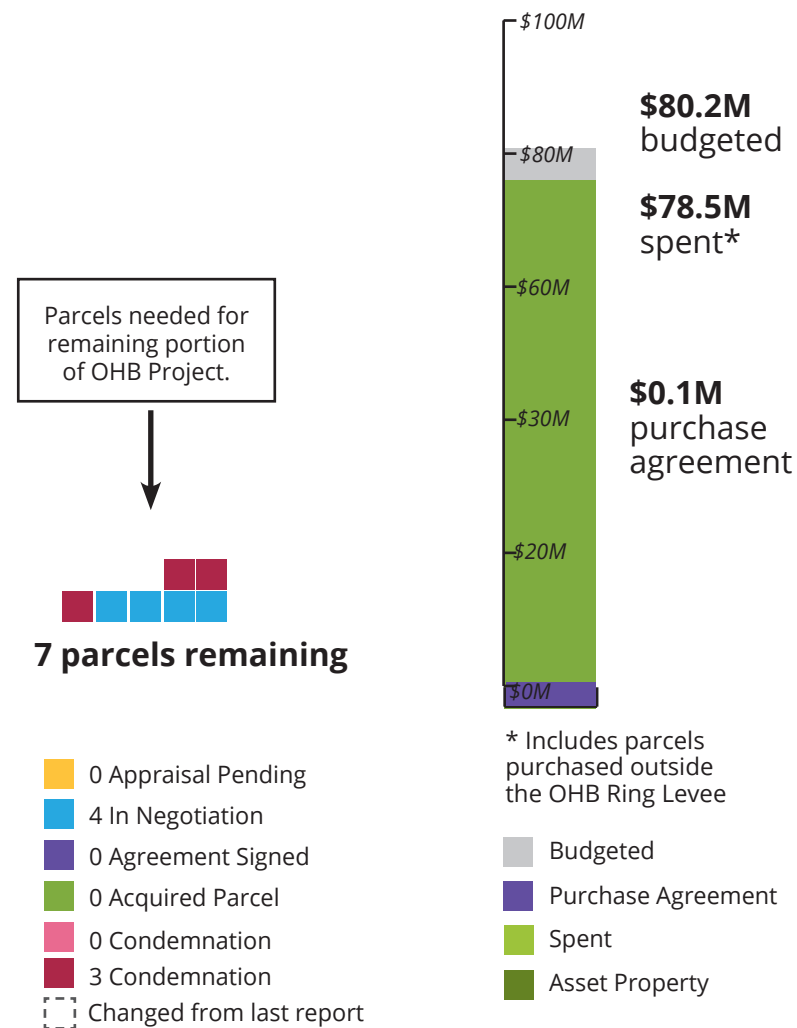
\*includes payments for monuments and easements.

- Budgeted
- Purchase Agreement
- Spent

# OHB Projects

## OHB Ring Levee

WP 43





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**POLICY ON THE DISPOSITION AND MANAGEMENT  
OF  
COMPREHENSIVE PROJECT LANDS**

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**PREAMBLE**

The leaders and representatives of the Member Entities of the Metro Flood Diversion Authority (Authority) entered into a Joint Powers Agreement dated June 1, 2016 (the “JPA”) that established procedures and a governing structure to secure long term and comprehensive flood risk reduction for the Fargo-Moorhead Metropolitan Area and to promote accountable governance, provide for the construction of the Fargo-Moorhead Area Flood Diversion Project (“Comprehensive Project”), encourage Member Entities’ participation, and to foster a sense of community by facilitating joint jurisdictional cooperation among the Member Entities.

Section 3.01 of the JPA states that the purpose of the JPA is to allow the Member Entities to work collaboratively to avoid the duplication of required approvals and actions with respect to the Comprehensive Project, and to maximize efficiencies of the Member Entities with respect to flood control projects, to have the Member Entities’ employees, engineers, attorneys and professional consultants cooperate in the design, financing, construction, operation and maintenance of the Comprehensive Project.

Section 3.02 of the JPA clarifies that the intent of the JPA is to increase efficiencies with respect to designing, constructing, financing, operating and/or maintaining the Project by allowing the Member Entities to cooperate in the bidding and letting of contracts, by cross-pledging sales taxes, special assessment levies, by entering into a Project Agreement with a P3 Developer, by cooperating in the administration of the Comprehensive Project and by reimbursing the Member Entities for certain expenses incurred in connection with the Comprehensive Project.

The Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Comprehensive Project. Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared Excess Land by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy. Excess Land and the proceeds of the lease and sales of such lands shall be treated as fiscal assets of the Authority and this Policy provides a framework for the effective management of these assets. Land that is expected to be needed in the future for the Comprehensive Project should be leased or otherwise managed in the best interests of the Authority, consistent with the applicable parts of this Policy.



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## 1. INTRODUCTION

- 1.1. In connection with carrying out their land acquisition responsibilities under the JPA, the Member Entities have acquired, and may continue to acquire, real property that may be determined not to be necessary for completion or operation of the Comprehensive Project.
- 1.2. The JPA governs the sale of excess property acquired by Member Entities in connection with real property needed for the Comprehensive Project. In accordance with Section 16.10 of the JPA, each Member Entity shall coordinate the sale of such property with the Authority's Executive Director and the Member Entity's chief administrative staff. Member Entities shall not sell, trade, and/or exchange excess Comprehensive Project property without prior written approval from the Authority's governing body (the "Diversion Authority Board").
- 1.3. The Authority's Property Rights Acquisition and Mitigation Plan provides initial guidance on the disposal process for Excess Lands. Further guidance on the procedure for requesting Authority approval to sell lands can be found in the Authority's resolution(s) establishing the procedures and protocols for accepting funds derived from land sales and rent, as well as the corresponding resolutions for certain Member Entities.
- 1.4. The purpose of this Policy is to provide a policy framework for Member Entities to follow when determining when and how Comprehensive Project Land may be sold or managed for the benefit of the Authority. This policy is intended to be administered by the Executive Director and serves as guidance to the Diversion Authority and its Member Entities, transparent to the community and beneficial to the Diversion Authority.
- 1.5. When a Member Entity proposes to the Authority to sell Excess Land, Member Entities should observe the following guiding principles:
  - 1.5.1. *Refrain from selling land at less than Market Value.*
  - 1.5.2. *Provide preference to Member Entities.*
  - 1.5.3. *Provide preference to Prior Landowners for land that is located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.*
  - 1.5.4. *Provide preference to Adjacent Landowners for land that is located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.*
  - 1.5.5. *Eventually sell or exchange all Excess Lands, at a time when it is in the financial best interests of the Authority to do so.*



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## 2. DEFINITIONS.

- 2.1. “Adjacent Farm Operator” means the specific party or parties, collectively and individually, that through ownership or by contract operated the adjoining farmland for the last growing season prior to the Authority offering the land for lease. Land that is separated from the Excess Land by a public road, right of way or legal drain shall for the purposes of this Policy be considered adjacent.
- 2.2. “Adjacent Landowner” means a person or entity holding title to land adjoining the Excess Land based on the most recent property tax statement(s). Land that is separated from the Excess Land by a public road, right of way or legal drain shall for the purposes of this Policy be considered adjacent.
- 2.3. “Authority” means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.
- 2.4. “Comprehensive Project” (a/k/a “LPP Flood Risk Management Features”) means construction of the following elements: a storm water diversion channel through North Dakota that conveys 20,000 cubic feet per second at the one percent (1%) chance or 100 year event and is approximately 30 miles long, tie-back embankments, a staging area, a Diversion Inlet Structure, a 6-mile connecting channel, a control structure on each of the Red and Wild Rice Rivers, an aqueduct hydraulic structure on each of the Maple and Sheyenne Rivers, a drop structure of each of the Rush and Lower Rush Rivers, three railroad crossings, in-town levees, community ring levees, and environmental mitigation, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environment Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by District Engineer, St. Paul District on September 19, 2013 and the Final Supplemental Environmental Assessment #2, Fargo Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019 and approved by the District Engineer, St. Paul District on February 28, 2019.
- 2.5. “Comprehensive Project Land” means land acquired by the Authority or one of its Member Entities for the construction, operation, use, maintenance, or mitigation of the Comprehensive Project.
- 2.6. “Diversion Authority Board” means the Governing Body of the Authority.
- 2.7. “Excess Land” means land owned by the Authority or one of its Member Entities that has been declared by the Executive Director as no longer needed for the construction, operation, use, maintenance, or mitigation of the Comprehensive Project.
- 2.8. “Governing Body” means the body that performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City



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Council, and the Fargo City Commission are the Governing Body of each of said entities as the board for the Cass County Joint Water Resource District is the Governing Body for that entity.

- 2.9. "Impacted Owner" means an individual or entity from whom property rights are being acquired for the Comprehensive Project.
- 2.10. "JPA" and/or "Joint Powers Agreement" means the Joint Powers Agreement dated as of June 1, 2016, by and between the Member Entities, as amended from time to time, which created and continues the Authority.
- 2.11. "Market Lease Rate" means the current lease rate for agricultural land as determined by professionals competent in the agricultural industry, unless otherwise determined by the Authority. The Market Lease Rate shall take into consideration the impacts of the Comprehensive Project that affect the lease value of the Excess Land.
- 2.12. "Market Value" means the value established for the Excess Land by appraisal, real estate market assessment or other method acceptable to the Executive Director. The Market Value of Excess Land shall take into consideration the impacts of the Comprehensive Project that affect the value of the Excess Land.
- 2.13. "Member Entities" shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and CCJWRD and, for purposes of this policy, the Moorhead-Clay County Joint Powers Authority.
- 2.14. "Prior Landowner" means the specific party or parties, collectively and individually, that owned and conveyed the Comprehensive Project Land to the Member Entity and/or the Authority.
- 2.15. "Prior Farm Operator" means the specific party or parties, collectively and individually, that through ownership or by contract operated the applicable farmland for the last growing season prior to the Authority offering the land for lease.
- 2.16. "Public Lease" means a lease of Comprehensive Project Land secured through advertising the lease offering for a minimum of 30 days by (1) publishing a notice of intent to lease-request for proposals; (2) a classified advertisement published once a week for three (3) consecutive weeks in a local newspaper of general circulation; or (3) other commercially reasonable means of publicly marketing the specific Comprehensive Project Land being offered for lease.
- 2.17. "Public Sale" means a sale of Excess Land that is advertised for a minimum of 30 days by (1) publishing a notice of intent to sell or request for proposals; (2) a classified advertisement published once a week for three (3) consecutive weeks in a local newspaper of general circulation; or (3) other commercially reasonable means of publicly marketing the specific Excess Land being sold.





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### 3. RESPONSIBILITIES

- 3.1. The Member Entities have a core responsibility to acquire and make available to the Authority real property for construction, operations, maintenance, and mitigation of the Comprehensive Project.
- 3.2. The Member Entities have a further responsibility to act in the best interest of the Authority and the financial interests of the Comprehensive Project (and the public at large) in acquiring, managing, developing and disposing of the property it acquires on behalf of the Authority.
- 3.3. The Member Entities must seek approval from the Authority prior to selling, trading, or exchanging Comprehensive Project property. The Member Entities must also remit to the Authority all revenues from land sales and leases of Comprehensive Project property. The Member Entities will carry out these duties in accordance with the Joint Powers Agreement, and in accordance with the Authority's Resolution(s) establishing the procedures and protocols for accepting funds derived from land sales and rent, as well as the corresponding resolutions of applicable Member Entities.

### 4. KEY PRINCIPLES

- 4.1. Sale of Excess Land. It is the Authority's intent that all Excess Land will eventually be sold or exchanged at a time when it is in the financial best interests of the Authority to do so as determined by the Authority. The Authority views Excess Lands as assets of the Authority to be used to offset costs and pay down Debt Obligations of the Comprehensive Project.
- 4.2. Land Sold via Public Sale/real estate listing/ RFP. It is the Authority's intent that the sale of Excess Lands, subject to the preferences set forth herein, shall be done via public sale or in the case of Excess Land that is located inside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead by listing with a licensed real estate agent or through a public RFP process such that there is transparent and abundant opportunity for all buyers to purchase the property.
- 4.3. Refrain from Selling Land at less than Market Value. It is the Authority's intent that Excess Land should not be sold, listed or offered by RFP at less than Market Value.
- 4.4. Preference to Sell Excess Land to a Member Entity. First preference should be given to Member Entities. Member Entities should be provided the opportunity to acquire Excess Land at market value for purposes consistent with the Member Entity's approved policies and procedures prior to the Excess Land being made available to the prior landowner as set forth herein.
- 4.5. Preference to Sell Excess Land to Prior Landowner. For Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead second preference should be given to the Prior Landowner of an Excess Land to repurchase such Excess Land. The Prior Landowner should be provided the





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opportunity to acquire Excess Land at market value prior to Excess Land being made available to Adjacent Landowners as set forth herein.

- 4.6. Preference to Sell Excess Land to Adjacent Landowner. For Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead third preference should be given to Adjacent Landowners. Each Adjacent Landowner should be provided the opportunity to acquire Excess Land at market value prior to Excess Land being made available to the general public.
- 4.7. Preference to Lease Agricultural Land to the Prior Farm Operator. First preference should be given to the Prior Farm Operator, who should be provided with notice of the intent to lease the Comprehensive Project Land prior to the Comprehensive Project Land being made available to the Adjacent Farm Operators as set forth herein.
- 4.8. Preference to Lease Agricultural Land to an Adjacent Farm Operator. Second preference should be given to the Adjacent Farm Operators. Each Adjacent Farm Operator should be provided the opportunity to lease Comprehensive Project Land at market rates prior to the Comprehensive Project Land being made available for lease to the general public.
- 4.9. Mitigation for Impacted Owners. Should a Member Entity determine that it would be in the best interest of the Authority to sell or exchange Comprehensive Project Land with an Impacted Owner, the Member Entity will work to negotiate such sale or exchange, as applicable, prior to the Excess Land being made available to the Adjacent Landowners or the general public.
- 4.10. Authority pays Taxes on Lands. The Authority, or Member Entity, should continue to pay property taxes on Comprehensive Project Lands held in its name or in the name of a Member Entity until such time as (i) construction of a Comprehensive Project Element has commenced on the Comprehensive Project Land; and (ii) that the lands are declared Excess Lands and sold or exchanged.

## 5. MANNER OF DISPOSAL OF EXCESS LAND

- 5.1. The purchaser of Excess Land will be responsible for closing costs, as well as any necessary relocation costs, subdivision costs, rezoning fees, and other costs to complete the sale or exchange.
- 5.2. Preference to Member Entities:
  - 5.2.1. The Authority will give first preference of the sale of Excess Land to Member Entities. Upon the Authority's determination that Excess Land should be sold, it will first give written notice of intent to sell to the Member Entities, subject to any conditions in the original acquisition of the Excess Land. Should a Member Entity desire to retain the Excess Land for purposes consistent with its policies and procedures, it shall, within thirty (30) calendar days of receiving the notice of intent, the Member Entity desiring to retain the Excess Land shall provide written notice to the Authority of its intent to acquire the Excess Land. The



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Authority will transfer all obligations of the ownership and management of the Excess Land to the purchasing Member Entity upon receipt of funds equal to or greater than Market Value in accordance with standard real property sale procedures.

- 5.3. Preference to Prior Landowner: Section 5.3 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.3.1. The Authority, or Member Entity, will give second preference to the Prior Landowner. To carry out this principle, the Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Prior Landowner with a notice of intent to sell the Excess Land at Market Value and ask the Prior Landowner to provide written notice of their commitment to acquire the Excess Land at Market Value within thirty (30) calendar days from the date of the notice.

5.3.2. If there are multiple parties that make up the Prior Landowner and those parties do not want to collectively repurchase the Excess Land at the Market Value, priority shall be given to the Prior Landowner party that within the 30-day period offers to acquire the land for the highest purchase price at or above the Market Value.

5.3.3. If the Prior Landowner does not commit to acquire the Excess Land in the allotted timeframe and enter into a written purchase agreement with the applicable Member Entity for the repurchase of the Excess Land reasonably soon thereafter, the Member Entity will offer the Excess Land to the Adjacent Landowner.

- 5.4. Preference to Adjacent Landowner: Section 5.4 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.4.1. Member Entities will give the third preference of the sale of Excess Land to the Adjacent Landowners. To carry out this principle, Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Adjacent Landowners with a notice of intent to sell the Excess Land at Market Value and ask the Adjacent Landowners to provide written notice of their interest in acquiring the Excess Land at the Market Value within thirty (30) calendar days from the date of the notice.

5.4.2. If there are multiple interested Adjacent Landowners, priority shall be given to the Adjacent Landowner that within the 30-day period offers to acquire the land for the highest purchase price above the Market Value.

5.4.3. If no Adjacent Landowners submit interest in acquiring the Excess Land in the allotted timeframe and enter into a written purchase agreement with the applicable Member Entity for the purchase of the Excess Land reasonably soon thereafter, the Member Entity will sell the Excess Land at a Public Sale.



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5.5. Public Sale:

5.5.1. Public Sales will be subject to a reserve price that is calculated based on current Market Value. If the Excess Land cannot be sold for the Market Value, the Executive Director will make a recommendation to the Authority to adjust the Market Value, sell the Excess Land at the most favorable offer received, or postpone the sale to a later date.

6. MANNER OF LEASING COMPREHENSIVE PROJECT LAND AND PROPERTY (Property not immediately required for the Authority's needs):

6.1. The Member Entities have acquired and may continue to acquire land and property which is either not immediately required for the Comprehensive Project or not yet declared by the Executive Director as Excess Land.

6.2. Residential, recreational, conservation, and commercial land.

6.2.1. Such land will be offered for lease on an annual or month-to-month basis or for a longer term if such basis is customary for the applicable property.

6.2.2. The amount of rent will be determined by the market rate as determined by professionals competent in the appropriate industry, unless otherwise decided by the Authority.

6.2.3. The rent from such leases will be remitted to the Authority at a frequency appropriate for the type of property being leased.

6.3. Farmland:

6.3.1. Such land will be offered for lease on an annual basis unless a longer lease is in the best interest of the Authority.

6.3.2. The rent from such leases will be remitted to the Authority on an annual basis.

6.3.3. Preference to Prior Farm Operator:

6.3.3.1. The Member Entities will give first preference for leasing farmland to the Prior Farm Operator. To carry out this principle, Member Entities will provide the Prior Farm Operator with a written notice of intent to lease the farmland at the Market Lease Rate and ask the Prior Farm Operator to provide written notice of their interest in leasing the farmland within thirty (30) calendar days from the date of the notice.

6.3.3.2. If there are multiple parties that make up the Prior Farm Operator and those parties do not want to collectively lease the farmland at the Market Lease Rate, priority shall be given to the Prior Farm Operator party that within the 30-day period offers to lease the land for the highest lease rate at or above the Market Lease Rate.



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6.3.3.3. If the Prior Farm Operator does not commit to lease the farmland in the allotted timeframe and enter into a written lease agreement with the applicable Member Entity for the lease of the Excess Land reasonably soon thereafter, the Member Entity will offer to lease the farmland to the Adjacent Farm Operator.

6.3.4. Preference to Adjacent Farm Operator:

6.3.4.1. The Member Entities will give second preference for leasing farmland to the Adjacent Farm Operators. To carry out this principle, Member Entities will provide the Adjacent Farm Operators with a written notice of intent to lease the farmland at the Market Lease Rate and ask them to provide written notice of their interest in leasing the farmland within thirty (30) calendar days from the date of the notice.

6.3.4.2. If there are multiple interested Adjacent Farm Operators, priority shall be given to the Adjacent Farm Operator that within the 30-day period offers to lease the land for the highest lease rate above the Market Lease Rate.

6.3.4.3. If no Adjacent Farm Operator submits interest in leasing the farmland in the allotted timeframe and enters into a written rental agreement with the applicable Member Entity for the lease of the farmland reasonably soon thereafter, the Member Entities will offer the farmland for lease to the public.

6.4. Public Lease:

6.4.1. Public Leases will be offered at the Market Lease Rate. Interested parties may submit a written notice of intent to lease at the Market Lease Rate to the Member Entity during the advertising period. If more than one notice of interest in leasing the property is received, priority shall be given to the party that within the advertising period offers to lease the property for the highest rental price at or above the Market Lease Rate.

6.4.2. If the farmland cannot be leased for at least the Market Lease Rate (no notice of intent is received), the Authority will adjust the Market Lease Rate and re-advertise the Public Lease for a minimum of fourteen (14) calendar days. If more than one notice of interest in leasing the farmland is received, priority shall be given to the party that within the advertising period offers to lease the farmland for the highest rental price at or above the Market Lease Rate as adjusted. If again no notice of intent is received, the Market Lease Rate will be adjusted again and the process repeated until the farmland is leased, or the farmland in question is managed differently as determined by the Authority.

6.5. Non-commercially viable remnant land. The Authority recognizes that small, odd-shaped, non-commercially viable, parcels may remain after a Comprehensive Project Element is constructed. The Executive Director or his/her designee may determine if such lands shall be maintained by a Member Entity, the Authority or through other means.



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## 7. UNSOLICITED PROPOSALS

- 7.1. The Authority and its Member Entities may entertain unsolicited proposals, including property development proposals, land sales, and leases. For purposes of unsolicited proposals, the following principles will apply:
  - 7.1.1. Proposals received will be analyzed and evaluated by the Member Entity and/or Authority.
  - 7.1.2. Proposals which are deemed reasonable by the Authority will be subject to the preferences for prior and adjacent parties as described for sales and leases, then advertised similarly to Public Sale to elicit competitive proposals and public comment.
  - 7.1.3. Should the advertisement elicit purchase or lease interest from one or more third parties, a Public Sale or Public Lease process will be conducted.
  - 7.1.4. The final lease or sale transaction will be submitted to the Authority for approval.

## 8. IMPACTED OWNERS

- 8.1. The Authority and its Member Entities may entertain proposals from Impacted Owners for land sales or exchanges. For purposes of such proposals, the following principles will apply:
  - 8.1.1. Proposals received will be analyzed and evaluated by the Member Entity and Executive Director to determine whether the sale or exchange is in the best interests of the Authority.
  - 8.1.2. Proposals received will be subject to the preferences described herein.
  - 8.1.3. Sales and exchanges will be at Market Value, unless otherwise approved by the Authority.
  - 8.1.4. The final sale or exchange transaction will be submitted to the Authority for approval.

## 9. TRANSACTION REQUIREMENTS

- 9.1. Except as may be authorized by the Authority, all Excess Land shall be sold in accordance with the terms and conditions of a purchase agreement prepared by the applicable Member Entity to be entered into by the buyer and the applicable Member Entity and sold "as is", via by a quit claim deed prepared by the applicable Member Entity. All conveyances shall be subject to any existing easements, reservations, rights of use and restrictions of record, building and use restrictions, zoning ordinances, municipal regulations, prior conveyances or leases of oil, gas and mineral rights, and all liens, encumbrances, defects and other conditions on, concerning or relating to the Excess Land. In no event will the Member Entity consider conveying excess real property by Warranty Deed. The buyer at buyer's option, sole cost, and expense may obtain a standard policy of title insurance for the Excess Land.



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## 10. TRANSPARENCY/OPEN RECORDS

- 10.1. It is important that all land transactions of the Authority and its Member Entities are conducted in a transparent manner. Any documents prepared by, or provided to, the Authority or its Member Entities in connection with the sale of Excess Land are subject to each Member Entity's respective state open records law and must be disclosed by the Member Entity in accordance with that Member Entity's state law.

## 11. PROTECTION OF THE PUBLIC INTEREST

- 11.1. The Member Entities have a further responsibility to protect the public interest in acquiring, managing, developing, and disposing of the property it acquires on behalf of the Authority. In this regard, the Member Entities must conduct all real estate transactions in the best interest of the Authority (and thus, the public at large) rather than that of the individual purchaser. In all transactions the Member Entities enter, there should be maximum benefit to the Authority, its operational requirements, and the broader community.

## 12. TRANSACTIONS WITH LOCAL/FEDERAL GOVERNMENT

- 12.1. The Authority intends that any Excess Land sold should continue to generate revenue for the benefit of all taxing jurisdictions in the form of real estate taxes, unless approved otherwise by the Diversion Authority Board.

Dated: \_\_\_\_\_, 2021.

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Michelle Carlson, Chair

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Joel Paulsen, Executive Director