

Board Agenda

Diversion Board of Authority

September 22, 2022 @ 3:30 p.m. CST

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

1. Call to Order
 - a. Roll Call of Members
2. Approve minutes from August 25, 2022
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Finance Report [Attachment 01.00] (Pg. 6)
- b. Voucher Approval [Attachment 02.00] (Pg. 32)
- c. DA Board Approval Contract Actions [Attachment 03.00] (Pg. 53)
 - i. Minnkota Power Task Order 04, Amendment 0 [Attachment 03.01] (Pg. 55)
- d. DA Board Approval MOU and Agreement Actions [Attachment 04.00] (Pg. 58)
 - i. MLGC & MFDA MURA [Attachment 04.01] (Pg. 61)

REGULAR AGENDA:

4. Executive Director Report
[Attachment 05.00] (Pg. 100)
5. General Counsel Update
 - a. Resolution Approving and Adopting Governance Policies
[Attachment 06.00] (Pg. 102)
 - b. Resolution to Establish the Planning Committee
[Attachment 07.00] (Pg. 149)
 - c. Resolution to Dissolve the Public Outreach Committee
[Attachment 08.00] (Pg. 152)
 - d. Resolution to Dissolve the Ag Committee
[Attachment 09.00] (Pg. 154)



Board Agenda

- e. Executive Director Employment Contract
[Attachment 10.00] (Pg. 156)
 6. USACE Project Update
 7. Communications Update
 8. Land Management Update
 - a. Property Acquisition Status Report
[Attachment 11.00] (Pg. 174)
 9. Finance Update
 - a. WP50G Recommendation to Accept Bid and Award
[Attachment 12.00] (Pg. 179)
 10. Other Business
 11. Next Meeting: October 27, 2022
 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
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)



Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 P.M. – August 25, 2022
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on August 25, 2022. The following members were present: Chad Peterson, Cass County Commissioner; Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Shelly Carlson, Mayor, City of Moorhead; 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 and Rick Steen, Cass County Commissioners and Larry Seljevold, Moorhead City Council.

Member absent: Rodger Olson, Cass County Joint Water Resource District.

1. CALL TO ORDER
Mr. Peterson called the meeting to order at 3:30 PM. Roll call was taken, and a quorum was present.
 2. APPROVE MINUTES FROM THE JULY 2022 MEETING
MOTION PASSED
Mr. Steen moved to approve the minutes from the July 2022 meeting and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.
 3. APPROVE ORDER OF AGENDA
MOTION PASSED
Mr. Campbell moved to approve the order of the agenda as presented and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.
- CONSENT AGENDA
MOTION PASSED
Mr. Strand moved to approve the consent agenda Mr. Steen seconded the motion. On a roll call vote, the motion passed.
4. EXECUTIVE DIRECTOR REPORT
Mr. Paulsen provided the following update:
Media & Event Highlights
 - Significant channel groundbreaking coverage
 - ASN hiring

Major Project Accomplishments

 - RRVW abandonment completed; soil testing and rail tie removal underway

P3 Updates

- Two project orientation sessions completed
- Two Limited Notices to Proceed 2 issued

5. GENERAL COUNSEL UPDATE

a. Resolution to Change the Frequency of the Land Management Committee

Ms. Katie Schmidt, Ohnstad Twichell, P.C., provided an overview and summary of the proposed resolution to change the frequency of the Land Management Committee. The resolution would suspend regular meetings of the Land Management Committee of the Metro Flood Diversion Authority and the Land Management Committee shall be allowed to meet on an as-needed basis, pursuant to Section 6.07 of the JPA, and further resolves that from this date forward, the Chair of the Land Management Committee will determine when to call a meeting of the Land Management Committee.

MOTION PASSED

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

6. USACE PROJECT UPDATE

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 79% complete and remains on schedule. Required completion date is 7 June 2023. Preparations continue for gate install and setting bridge deck. Schedule for remaining primary features:

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

2023: Paint gates, seed.

2024: Turf established.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 61% complete and remains on schedule. The required completion date is 20 October 2023. Work on dam walls and gate assembly continues.

Schedule for remaining primary features:

2022: Control building, dam embankment, gate installation.

2023: Complete excavation, dam embankment, seed.

2024: Turf established.

3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 53% complete and remains on schedule. IBI prepares to set the CR18 interchange bridge deck and is paving the mainline raise, to be complete Summer 2023. Required completion date NLT 1 January 2024.

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

Construction is nearing completion. Final inspections are being scheduled and O&M Manual being completed. This is the first federal reach to be turned over to the Diversion Authority for Operations and Maintenance.

5 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Structural excavation and embankment construction ongoing. Required completion date is 19 March 2026.

6 Drain 27 Wetland Mitigation Project - Construction

Construction is 40% complete. The anticipated construction completion date is November 2022. Native plantings contract to be issued late-October 2022.

7 Drayton Dam Mitigation Project Design - Construction

Site work continues. Anticipated completion is Fall 2023.

8 Southern Embankment – Reach SE-2A - Construction

Site work has commenced. Anticipated completion is September 2024.

9 Southern Embankment Design – All remaining reaches are being designed.

SE-1B: Final design signoff pending. Contract award: February 2024

SE-2B: 95% review starts late-Oct 2022. Contract award: August 2023

SE-3: 35% review starts mid-Jan 2023. Contract award: January 2025

SE-4: 35% review starts late-Oct 2022. Contract award: April 2024

SE-5: 35% review starts mid-Jan 2023. Contract award: January 2025

7. PUBLIC OUTREACH UPDATE

A drone video of the groundbreaking and equipment convoy, the Red River and I-29 road raise projects was viewed.

Ms. Willson commented that The Diversion Current is surpassing all industry averages. Work continues on additional videos and video introducing Mr. Tom Fuchs, the new director of engineering will be completed next week.

8. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 82.49% completion in the Construction Footprint
- 99.5% of the parcels in the Stormwater Diversion Channel have been acquired
- 76% of the parcels in the Southern Embankment have been acquired
- 24.2% of the parcels in the Upstream Mitigation Area have been acquired
- 71.7% of the Environmental Easements have been signed
- 100% of the Oxbow-Hickson-Bakke levee, MFDA constructed in-town levees and the Drayton Dam mitigation is completed

Key Activities

- Negotiating settlement agreements for existing eminent domain actions
- Phase 3 Flowage Easement appraisals and completing purchase offers
- Planning and coordination for Last Written Offers for Phase 2 Flowage Easements
- Planning and process refinement for Upstream Mitigation Area Structure Mitigation

9. FINANCE UPDATE

Mayor Dardis reported that the finance committee unanimously approved all three of the contracting actions that were presented and our net position as of July 31 is \$149,182,466. The Legacy Bond Fund balance is \$178,799,719 and the in-town work costs as of July 31 are \$195,201,320.

10. OTHER BUSINESS

The next Lunch and Learn will be September 1 at the Amber Valley Parkway office.

11. NEXT MEETING

The next meeting will be September 22, 2022.

12. ADJOURNMENT

Mr. Campbell moved to adjourn, and Mr. Ebinger seconded the motion. The meeting adjourned at 3:57 PM.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
August 31, 2022

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 115,318,622	\$ 315,319	\$ 115,633,941
Cash Horace 3.01 MIT	2,506,757	-	2,506,757
Cash Held In Trust at BND			
Excess Revenue Fund	190,722	-	190,722
Temp Debt Obligation Fund	359,892	-	359,892
Authority Loan Fund	22,418	-	22,418
P3 Reserve Fund	16,119,102	-	16,119,102
Revenue Fund	8	-	8
Receivables			-
State Water Commission *	4,789,933	-	4,789,933
Prepaid Expense	223,728	-	223,728
Total assets	139,531,182	315,319	139,846,502
Liabilities			
Vouchers payable	2,124,196	102,000	2,226,196
Retainage payable	167,668	-	167,668
Rent Deposit	19,600	-	19,600
Total liabilities	2,311,464	102,000	2,413,464
NET POSITION	\$ 137,219,719	\$ 213,319	\$ 137,433,038

* Receivable balance is as of 7/31/2022

Summary Of Expenses
EXP-2022-08

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	8/4/2022	321025	Cass County Government	\$55,807.09	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$67,595.75	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Full Time Staff / Salaries				\$123,402.84			
770-7910-429.20-01	8/4/2022	321025	Cass County Government	\$4,274.00	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$5,857.00	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Health Insurance				\$10,131.00			
770-7910-429.20-03	8/4/2022	321025	Cass County Government	\$160.00	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$160.00	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Dental Insurance				\$320.00			
770-7910-429.21-01	8/4/2022	321025	Cass County Government	\$3,380.26	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$4,085.57	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Social Security				\$7,465.83			
770-7910-429.21-02	8/4/2022	321025	Cass County Government	\$790.55	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$955.49	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Medicare				\$1,746.04			
770-7910-429.22-07	8/4/2022	321025	Cass County Government	\$6,841.96	DIVERSION SALARY EXPENSE	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$8,287.24	JUL 22 FM DIV PAYROLL EXP	V00106	ED & STAFF-PR/ADMIN EXP
Pension Benefits / Retirement				\$15,129.20			
770-7910-429.33-37	8/18/2022	321402	HighRoad Partners, LLC	\$500.00	HR SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$500.00			
770-7910-429.34-15	9/1/2022	321750	Marco Technologies	\$5,968.52	SERVICE AGREEMENT IT SERV	V10301	SERVICE AGREEMENT - IT
Technical Services / Computer Services				\$5,968.52			
770-7910-429.34-20	9/1/2022	321692	Cass County Government	\$2,340.00	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Technical Services / Marketing / Public Relat.				\$2,340.00			
770-7910-429.43-50	9/1/2022	321692	Cass County Government	\$247.40	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Repair and Maintenance / Maintenance Service Contract				\$247.40			

Summary Of Expenses
EXP-2022-08

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.53-20	8/4/2022	321025	Cass County Government	\$299.94	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$1,695.68	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Communications / Cellular Phone Service				\$1,995.62			
770-7910-429.57-60	8/4/2022	321025	Cass County Government	\$10,146.63	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$3,400.18	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Out of State Travel / Out of State Travel Exp				\$13,546.81			
770-7910-429.59-11	9/1/2022	321692	Cass County Government	\$245.00	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Dues/Membership Outstate				\$245.00			
770-7910-429.59-21	9/1/2022	321692	Cass County Government	\$295.00	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Seminar & Conf. Outstate				\$295.00			
770-7910-429.61-10	8/4/2022	321025	Cass County Government	\$682.99	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$680.55	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
General Supplies / Office Supplies				\$1,363.54			
770-7910-429.68-30	8/4/2022	321025	Cass County Government	\$75.00	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$79.40	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Miscellaneous / Meeting Incidentals				\$154.40			
770-7910-429.74-11	8/4/2022	321025	Cass County Government	\$3,107.00	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$75.24	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Capital Outlay / Computer Equipment				\$3,182.24			
770-7910-429.74-12	8/4/2022	321025	Cass County Government	\$83.40	MISC DIVERSION EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
	9/1/2022	321692	Cass County Government	\$32.22	JULY 22 DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Capital Outlay / Computer Software				\$115.62			
770 Subtotal				\$188,149.06			
790-7910-429.33-25	9/5/2022	960	OHNSTAD TWICHELL PC	\$102,881.93	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$102,881.93			

Summary Of Expenses
EXP-2022-08

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.34-20	8/18/2022	321414	Michael H Klein	\$2,454.84	PUBLIC OUTREACH/COMM	V07201	COMMUNICATION CONSULTING
	8/18/2022	321442	Neon Loon Communications, LL	\$7,298.75	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	8/25/2022	321514	C THREE MEDIA, LLC	\$11,523.01	VIODEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$21,276.60			
790-7910-429.34-40	8/4/2022	321054	Flint Group	\$150.00	MEDIA MONITORING	V10201	WEBSITE DESIGN
	8/4/2022	321054	Flint Group	\$8,190.00	WEBSITE DESIGN	V10201	WEBSITE DESIGN
	9/1/2022	321716	Flint Group	\$1,856.25	WEBSITE DESIGN	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$10,196.25			
790-7910-429.34-56	8/26/2022	ES082200	City of Fargo	\$16,480.00	FISCAL AGENT FEE - 08/22	V05902	MONTHLY FISCAL AGENT FEE
				\$16,480.00			
790-7910-429.38-68	8/18/2022	321387	GA Group, PC	\$4,000.00	GOV RELATIONS COUNSEL	V07601	2021 GOVERNMENT RELATIONS
Other Services / Lobbyist				\$4,000.00			
790-7910-429.42-05	8/18/2022	321334	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7915-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$86,913.03	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$56,123.73	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
	8/25/2022	321507	Beaver Creek Archaeology	\$5,768.75	CULTURAL INVESTIGATIONS	V02601	CULTURAL INVESTIGATION
	9/1/2022	321680	AECOM	\$98,428.35	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	9/1/2022	321683	Beaver Creek Archaeology	\$18,935.80	PHASE I CULTURAL INVESTIG	V02601	CULTURAL INVESTIGATION
Other Services / Engineering Services				\$266,169.66			
790-7920-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$44,325.32	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$22,689.00	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
Other Services / Engineering Services				\$67,014.32			
790-7920-429.33-79	8/18/2022	321365	CH2M Hill Engineers Inc	\$502,178.79	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	8/18/2022	321365	CH2M Hill Engineers Inc	\$594,976.36	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	9/1/2022	321772	MOORE ENGINEERING INC	\$1,885.95	PM SERVICES-MOORE ENGIN	V02421	OXBOW MOU-MOORE PROJ MG
Other Services / Construction Management				\$1,099,041.10			

Summary Of Expenses
EXP-2022-08

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-05	8/4/2022	321006	ADVANCED ENGINEERING I	\$254,117.47	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	8/4/2022	321030	HDR Engineering, Inc.	\$46,622.87	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
	8/4/2022	321030	Prosource Technologies, Inc	\$29,301.58	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	8/4/2022	321030	SRF Consulting Group	\$50,373.79	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
	8/4/2022	321030	ULTEIG ENGINEERS INC	\$11,630.40	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
	8/18/2022	321331	ADVANCED ENGINEERING I	\$163,808.51	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$23,191.85	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$26,786.03	DIVERSION PROJECT	V01634	H&H MITIG. & PERMIT SUPPORT
	9/1/2022	321697	HDR Engineering, Inc.	\$46,226.82	HDR TO #1 PROP ACQUISTION	V01201	Cass Joint Water ROE
	9/1/2022	321697	SRF Consulting Group	\$81,393.31	SRF TO #1 PROP ACQUISTION	V01201	Cass Joint Water ROE
	9/1/2022	321697	ULTEIG ENGINEERS INC	\$13,859.18	ULTEIG TO #2 PROP ACQUIST	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$747,311.81			
790-7930-429.33-25	8/4/2022	321030	Larkin Hoffman Attorneys	\$11,663.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	8/4/2022	321030	OHNSTAD TWICHELL PC	\$209,470.62	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/4/2022	321030	OHNSTAD TWICHELL PC	\$129.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	9/1/2022	321697	Larkin Hoffman Attorneys	\$14,338.21	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
	9/1/2022	321697	OHNSTAD TWICHELL PC	\$158,661.36	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	9/1/2022	321697	OHNSTAD TWICHELL PC	\$362.50	OHNSTAD TWICHELL	V01203	Cass Joint Water OHB
Other Services / Legal Services				\$394,625.19			
790-7930-429.33-32	8/4/2022	321030	REALTY VALUE CONSULTA	\$19,313.00	REALTY VALUE CONSULTANTS	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$19,313.00			
790-7930-429.33-79	8/18/2022	321365	CH2M Hill Engineers Inc	\$16,631.77	PROPERTY AQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$16,631.77			
790-7930-429.34-65	8/4/2022	321030	5276 - LARSON, BRENT & SC	\$1,750.00	SCHMID LARSON LLC	V01701	ND LAND PURCH-OUT OF TOWN
Technical Services / Right of Entry Requests				\$1,750.00			
790-7930-429.38-95	8/4/2022	321072	JT LAWN SERVICE LLC	\$21,302.00	MOWING & WEED CONTROL	V10401	MOWING/WEED CONTROL MGM
	9/1/2022	321697	JT LAWN SERVICE LLC	\$1,000.00	JT LAWN SERVICES	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321738	JT LAWN SERVICE LLC	\$10,596.00	MOWING & WEEDING CONTROL	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$32,898.00			

Summary Of Expenses
EXP-2022-08

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.52-70	8/11/2022	321299	Watts and Associates, Inc.	\$21,448.12	CROP LOSS COMP PROGRAM	V06901	CROP INSURANCE DEVELOPMN
	8/25/2022	321655	Watts and Associates, Inc.	\$6,317.20	CROP LOSS PROGRAM	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$27,765.32			
790-7930-429.61-50	8/4/2022	321030	CASS COUNTY JOINT WATE	\$174.35	UPS	V01201	Cass Joint Water ROE
	9/1/2022	321697	CASS COUNTY JOINT WATE	\$133.60	UPS MAILINGS FOR RENTALS	V01201	Cass Joint Water ROE
General Supplies / Postage				\$307.95			
790-7930-429.62-51	8/4/2022	321030	Cass County Electric Cooperativ	\$149.69	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	Cass County Electric Cooperativ	\$146.78	CCEC SERVICE 4946 170 AVE	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$296.47			
790-7930-429.67-11	8/4/2022	321030	1102N - CASS COUNTY JOIN	\$2,525.00	FETTES TRANSPORTATION	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	0852 - TROTTIER 1	\$134.00	TROTTIER TITLE FEE REIMB	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1899 - LONGTINE	\$26,699.20	MOVING COSTS LONGTINE	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1924 - YOUNG 1	\$25.00	YOUNG CLOSING COST REIMB	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$29,383.20			
790-7930-429.67-12	9/1/2022	321697	1112 - TERRY M & KRISTIE	\$3,647.32	SAUVAGEAU BUSINESS MOVING	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1113 - TERRY M & KRISTIE	\$3,647.31	SAUVAGEAU BUSINESS MOVING	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1899 - LONGTINE	\$59,400.00	MOVING COSTS LONGTINE QTR	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$66,694.63			
790-7930-429.68-10	9/1/2022	321697	RICHARD FARM ENTERPRIS	\$150.00	RICHARD FARMS CROP DAMAGE	V01201	Cass Joint Water ROE
Miscellaneous / Miscellaneous				\$150.00			
790-7930-429.71-30	8/2/2022	17764	1100N - CASS COUNTY JOIN	\$125.00	1100 & 1102 - RETURN SECURITY	V01701	ND LAND PURCH-OUT OF TOWN
	8/2/2022	17764	1102N - CASS COUNTY JOIN	\$125.00	1100 & 1102 - RETURN SECURITY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1199 - LARSON 5	\$435,017.94	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	0858 - GRAHAM	\$521,173.10	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	0877 - RHEAULT 2	\$368,608.46	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1107 - GENE J & BRENDA J S	(\$460,000.00)	CLERK COURT REFUND DEPOST	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	9749N - KARN E JAMESON	\$39,306.18	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$904,355.68			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-31	8/4/2022	321030	0852 - TROTTIER 1	\$325,185.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1108 - PHYLLIS J BRUNELLE	\$1,059,939.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1109N - PHYLLIS J BRUNELL	\$1,059,939.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1110N - PHYLLIS J BRUNELL	\$1,059,939.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1117 - PHYLLIS J BRUNELLE	\$1,059,939.49	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1582 - MINCH, ADRIAN R & L	\$9,092.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1589 - MINCH, ADRIAN R & L	\$9,092.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1975 - MATHISON 3	\$550,090.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	1993 - GRANGAARD	\$218,723.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	5026 - WAYNE R GRANGAA	\$218,723.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/4/2022	321030	8856 - HEITMAN	\$550,090.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	0854 - OLSON 3	\$553,789.00	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	1924 - YOUNG 1	\$290,185.00	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	9/1/2022	321697	5025 - HENRY A & JOYCE E T	\$10,908.00	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$6,975,636.99			
790-7931-429.33-05	8/4/2022	321037	Prosource Technologies, Inc	\$51,093.40	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
	8/4/2022	321037	SRF Consulting Group	\$35,669.49	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$86,762.89			
790-7931-429.33-25	8/4/2022	321037	Minnesota Office of Administrati	\$666.50	STATE OF MINNESOTA	V06201	MCCJPA - MN ROE
	8/4/2022	321037	OHNSTAD TWICHELL PC	\$64,025.80	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$64,692.30			
790-7931-429.34-65	8/4/2022	321037	9172 - ODEGARD THOMAS	\$1,750.00	ODEGARD/THOMAS	V02301	MN LAND PURCHASES
Technical Services / Right of Entry Requests				\$1,750.00			
790-7931-429.38-95	8/18/2022	321400	Heartland Seeds, Inc.	\$250.00	MOWING-OIN1802	V02302	MN LAND PURCHASE-HARDSHIP
	9/1/2022	321727	Heartland Seeds, Inc.	\$250.00	MOWING OIN 1802 ON 8/16	V02302	MN LAND PURCHASE-HARDSHIP
Other Services / Mowing Services				\$500.00			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.38-99	8/4/2022	321037	ALL AMERICAN PLUMBING	\$873.73	ALL AMERICAN PLUMBING	V02301	MN LAND PURCHASES
	8/4/2022	321037	Building & Grounds Managemen	\$261.00	BUILDING & GROUNDS MANAGE	V02301	MN LAND PURCHASES
	8/4/2022	321037	Midwest Pest Control	\$107.38	MIDWEST PEST CONTROL	V02301	MN LAND PURCHASES
Other Services / Other Services				\$1,242.11			
790-7931-429.54-10	8/4/2022	321037	Clay County Union	\$60.50	CLAY COUNTY UNION	V06201	MCCJPA - MN ROE
				\$60.50			
790-7931-429.62-51	8/4/2022	321037	LAKE REGION ELECTRIC CO	\$643.23	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
	8/4/2022	321037	RED RIVER VALLEY COOPE	\$1,078.39	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$1,721.62			
790-7931-429.71-30	8/4/2022	321037	0249N - SCOTT D & RUTH I B	(\$85,374.41)	CLAY COUNTY COURT ADMIN	V02301	MN LAND PURCHASES
Land / Land Purchases				(\$85,374.41)			
790-7931-429.71-31	8/4/2022	321037	1777 - KVALVOG 1	\$200,080.50	THE TITLE CO	V02301	MN LAND PURCHASES
	8/4/2022	321037	1869 - KVALVOG 1	\$200,080.50	THE TITLE CO	V02301	MN LAND PURCHASES
	8/4/2022	321114	RED RIVER VALLEY COOPE	\$75,321.00	EASEMENT PURCHASES	V10702	EASEMENT PURCH-S EMBANKM
Land / Easements				\$475,482.00			
790-7941-429.33-05	8/11/2022	321155	CLAY COUNTY AUDITOR	\$5,334.25	BRAUN-GEOTECHNICAL SERVICE	V08303	COMSTOCK HIGHWAY 2
	9/1/2022	321687	HOUSTON ENGINEERING IN	\$118,162.19	BRRWD CITY OF GEORGETOWN	V10801	GEORGETOWN-LEVEE CERTIFIC
	9/1/2022	321687	HOUSTON ENGINEERING IN	\$44,854.67	BRRWD CITY OF WOLVERTON	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Engineering Services				\$168,351.11			

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790-7950-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$40,499.40	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$26,160.25	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$2,993.57	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$1,542.53	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$26,084.25	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$267.00	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$14,673.00	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
	8/12/2022	ES082200	HOUSTON ENGINEERING IN	\$34,297.75	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
	8/12/2022	ES082200	MOORE ENGINEERING INC	\$21,434.24	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
Other Services / Engineering Services				\$167,951.99			
790-7950-429.33-06	8/4/2022	321020	BRAUN INTERTEC CORP	\$15,110.75	MATERIALS TESTING	V00404	TESTING - NUSTAR PIPELINE
Other Services / Quality Testing				\$15,110.75			
790-7950-429.33-25	8/12/2022	ES082200	Serkland Law Firm	\$9,110.03	P CARD BMO	V05418	FLOOD ACQUISITIONS
Other Services / Legal Services				\$9,110.03			
790-7950-429.33-32	8/12/2022	ES082200	SRF Consulting Group	\$402.85	SRF CONSULTING GROUP, INC	V05405	LEEVE/FLOODWALL - BELMONT
Other Services / Other Services				\$402.85			
790-7950-429.38-99	8/12/2022	ES082200	BRAUN INTERTEC CORP	\$7,406.50	P CARD BMO	V05413	FLOOD MIT-52ND AVE/UNV DR
	8/12/2022	ES082200	BRAUN INTERTEC CORP	\$6,088.75	P CARD BMO	V05427	FLOOD GEO TECH REVIEW
	8/12/2022	ES082200	City of Fargo	\$41.86	P CARD BMO	V05406	DRAIN 27 LIFT STATION #56
	8/12/2022	ES082200	City of Fargo	\$900.00	City of Fargo	V05417	FLOOD ADMINISTRATION
	8/12/2022	ES082200	CURTS LOCK & KEY SERVIC	\$177.12	CURTS LOCK & KEY SERVICE	V05407	FLOOD MIT-RIVERWOOD ADDTN
	8/12/2022	ES082200	Jason Nordstrom	\$1,973.75	NORDSTROM, JASON & ONNOLE	V05410	FLOOD MIT-ELM CIRCLE AREA
	8/12/2022	ES082200	RED RIVER TITLE SERVICES	\$215.00	RED RIVER TITLE SERVICES	V05417	FLOOD ADMINISTRATION
	8/12/2022	ES082200	Simplifile LC	\$186.00	SIMPLIFILE LC	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	XCEL ENERGY-FARGO	\$106,226.18	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
Other Services / Other Services				\$123,215.16			
790-7950-429.41-05	8/4/2022	321032	Cass Rural Water	\$29.70	JUNE INLET BILL	V05006	DIVERSION INLET UTILITY
	8/12/2022	ES082200	City of Fargo	\$130.03	City of Fargo	V05418	FLOOD ACQUISITIONS
Utility Services / Water and Sewer				\$159.73			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.52-30	8/12/2022	ES082200	BELL INSURANCE SERVICES	\$29.00	BELL INSURANCE SERVICES L	V05417	FLOOD ADMINISTRATION
				\$29.00			
790-7950-429.62-50	8/12/2022	ES082200	XCEL ENERGY-FARGO	\$79.46	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
				\$79.46			
790-7950-429.62-51	8/12/2022	ES082200	XCEL ENERGY-FARGO	\$414.69	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
				\$414.69			
790-7950-429.71-30	8/12/2022	ES082200	City of Fargo	\$1,135,603.16	City of Fargo	V05401	DEMOLITION/LEVEE-HARWOOD
	8/12/2022	ES082200	JESSICA & DARRELL JOHNS	\$80,118.00	JOHNSON, JESSICA L & DARR	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	MARK MCCOURT	\$70,777.00	MCCOURT, MARK	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	MARY BJERKE	\$35,455.00	BJERKE, MARY C.	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	SADIE & JONATHAN ERICKS	\$2,891.00	ERICKSON, SADIE	V05409	FLOOD MIT-WOODCREST DRIVE
	8/12/2022	ES082200	Swanson Health Products, Inc.	\$84,110.00	SWANSON HEALTH PRODUCTS,	V05406	DRAIN 27 LIFT STATION #56
				\$1,408,954.16			
790-7950-429.73-52	8/12/2022	ES082200	INDUSTRIAL BUILDERS INC	\$20,964.30	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
	8/12/2022	ES082200	Key Contracting Inc	\$443,264.10	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
	8/12/2022	ES082200	Meyer Contracting	\$195,720.83	MEYER CONTRACTING INC	V05411	FLOOD MIT-OAK GROVE AREA
	8/12/2022	ES082200	Rick Electric Inc	\$3,263.25	RICK ELECTRIC INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
	8/12/2022	ES082200	SELLIN BROS INC	\$149,878.47	SELLIN BROS INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
				\$813,090.95	Infrastructure / Flood Control		
790-7950-429.73-59	8/4/2022	321025	William D. Scepaniak, Inc.	\$226,235.21	ROAD RESHAPING/SURFACING	V04205	45TH ST S/172ND RD RESHAPE
				\$226,235.21	Infrastructure / Street & Roadway System		
790-7950-429.73-62	8/12/2022	ES082200	City of Fargo	\$15,907.50	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
				\$15,907.50			
790-7950-429.80-12	8/12/2022	ES082200	CASS COUNTY TREASURER	\$38,179.83	City of Fargo	V05420	FLOOD BUYOUTS - SPECIALS
				\$38,179.83			
790-7950-429.80-16	8/12/2022	ES082200	CASS COUNTY TREASURER	\$2,658.02	City of Fargo	V05420	FLOOD BUYOUTS - SPECIALS
				\$2,658.02			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7951-429.73-70	9/1/2022	321776	RED RIVER VALLEY COOPE	\$86,500.00	NESS TO1 RELOCATION/MODIF	V10703	S EMBANK RE SE4-WO18094
	9/1/2022	321776	RED RIVER VALLEY COOPE	\$5,000.00	TO3 BYE RELOCATION/MODIF	V10704	S EMBANK SE4 - WO18092
Infrastructure / Utilities				\$91,500.00			
790-7952-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$8,948.61	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$8,948.61			
790-7955-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$27,106.25	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$27,106.25			
790-7990-429.33-05	8/18/2022	321405	HOUSTON-MOORE GROUP L	\$28,915.76	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
	9/1/2022	321697	MOORE ENGINEERING INC	\$3,932.50	MOORE ENGINEERING	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$32,848.26			
790-7990-429.33-25	9/5/2022	960	OHNSTAD TWICHELL PC	\$18,062.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$18,062.50			
790-7990-429.33-47	8/4/2022	321111	Program Advisor Services, LLC	\$54,092.41	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$54,092.41			
790-7990-429.34-55	8/18/2022	321338	AON RISK SERVICES CENTR	\$1,562.50	APRIL CONSULTANT FEES	V03201	PRE-AWARD P3 RISK ADVISOR
Technical Services / Financial Advisor				\$1,562.50			
790-7990-429.34-57	8/25/2022	19810	BANK OF NORTH DAKOTA	\$16,480.00	BND TRUSTEE FEE 8/2022	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$16,480.00			
790-7990-520.80-10	8/23/2022	JB082200	North Dakota Public Finance Au	\$3,982,000.00	6.1.2022 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Bond Principal				\$3,982,000.00			
790-7990-520.80-20	8/16/2022	JB082200	CASS COUNTY JOINT WATE	\$432,000.00	19734 CASS COUNTY JOINT	V01207	CCJWRD-TEMPORARY RIBS 21A
	8/23/2022	JB082200	North Dakota Public Finance Au	\$1,199,870.00	6.1.2022 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest On Bonds				\$1,631,870.00			
790-7990-520.80-32	8/23/2022	JB082200	North Dakota Public Finance Au	\$300.00	6.1.2022 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$300.00			

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790-7998-555.90-81	8/26/2022	ES082200	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-AUG	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$20,206,562.85			

Total Amount Invoiced this period:	\$20,394,711.91	
	\$0.00	Less Paid Retainage
	\$20,394,711.91	Total Less Paid Retainage

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Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$272,502,592.84	\$272,502,592.84	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$152,663,307.12	\$94,317,914.84	\$58,345,392.28	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$89,418,161.73	\$63,152,904.46	\$26,265,257.27	Engineering Services
INDUSTRIAL BUILDERS INC	\$58,150,478.84	\$58,114,725.50	\$35,753.34	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$53,159,000.00	\$53,159,000.00	\$0.00	Local Share
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$30,375,790.00	\$30,375,790.00	\$0.00	Debt Service
MEYER CONTRACTING	\$18,499,075.82	\$18,499,075.82	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
OHNSTAD TWICHELL PC	\$16,596,851.13	\$16,596,851.13	\$0.00	Legal Services
ADVANCED ENGINEERING INC	\$14,665,462.81	\$8,484,102.33	\$6,181,360.48	Lands Management and Public Outreach
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
DORSEY & WHITNEY LLP	\$11,166,442.49	\$11,166,442.49	\$0.00	Legal Services
DAKOTA UNDERGROUND	\$11,141,625.69	\$11,141,625.69	\$0.00	Utility Relocation
LANDSCAPES UNLIMITED	\$11,007,612.78	\$11,007,612.78	\$0.00	Golf Course Construction - Oxbow Country Club
KEY CONTRACTING INC	\$10,102,870.58	\$10,102,870.58	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
OKEEFE, OBRIAN, LYSON & FOSS LTD	\$9,962,512.68	\$9,962,512.68	\$0.00	FLDBUY - COF Flood Home Buyouts
ASHURST LLP	\$7,769,668.21	\$6,352,853.01	\$1,416,815.20	PPP Legal Counsel
CITY OF FARGO	\$6,061,848.67	\$6,056,209.92	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
SRF CONSULTING GROUP	\$5,953,078.69	\$1,953,437.88	\$3,999,640.81	Engineering Services
MOORE ENGINEERING INC	\$5,501,022.87	\$5,436,644.80	\$64,378.07	Engineering Services
ERNST & YOUNG	\$5,377,000.00	\$4,995,384.80	\$381,615.20	P3 Financial Advisory Services
PROSOURCE TECHNOLOGIES, INC	\$4,198,291.71	\$2,788,745.41	\$1,409,546.30	Land Acquisition Services
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
CENTURYLINK COMMUNICATIONS	\$3,577,812.07	\$3,502,046.41	\$75,765.66	Utility Relocation
HOUSTON ENGINEERING INC	\$3,155,179.15	\$3,155,179.15	\$0.00	Engineering Services
PLENARY AMERICAS USA LTD	\$3,000,000.00	\$3,000,000.00	\$0.00	Stipend Payment for P3 RFP

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Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
RED RIVER VALLEY & WESTERN RAILROAD C	\$2,800,000.00	\$2,800,000.00	\$0.00	Railroad Facilities and the Rail Property
SELLIN BROS INC	\$2,727,095.44	\$2,727,095.44	\$0.00	Riverwood Flood Risk Project - Construction
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
CASS COUNTY GOVERNMENT	\$2,220,452.73	\$2,220,452.73	\$0.00	Gravel on County Rd 17 Bypass
HDR ENGINEERING, INC.	\$2,192,783.68	\$1,331,266.34	\$861,517.34	Engineering Services
HOUGH INC	\$2,088,832.83	\$2,088,832.83	\$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
ACONEX (NORTH AMERICA) INC	\$1,970,927.50	\$1,153,387.59	\$817,539.91	Electronic Data Mgmt and Record Storage System
CROWN APPRAISALS	\$1,937,455.00	\$1,569,230.00	\$368,225.00	Flowage Easements Valuation and Appraisal Services
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
ULTEIG ENGINEERS INC	\$1,744,157.63	\$1,280,753.74	\$463,403.89	Land Acquisition Services
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
PROGRAM ADVISOR SERVICES, LLC	\$1,540,000.00	\$1,288,944.42	\$251,055.58	Program Consulting Services
SCHMIDT AND SONS INC.	\$1,425,607.61	\$1,123,251.86	\$302,355.75	Residential Demolition in Oxbow
CASS COUNTY ELECTRIC COOPERATIVE	\$1,282,504.91	\$1,068,554.91	\$213,950.00	Electrical Services
CASS COUNTY TREASURER	\$1,264,426.56	\$1,264,426.56	\$0.00	Property Taxes
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
XCEL ENERGY-FARGO	\$1,164,929.54	\$1,118,329.54	\$46,600.00	Utility Relocation
CONSOLIDATED COMMUNICATIONS	\$1,073,621.75	\$1,073,621.75	\$0.00	Utility Relocation
KPH, INC.	\$1,048,093.28	\$1,025,640.12	\$22,453.16	WP-43D5 Construction
AECOM	\$1,037,594.64	\$547,293.94	\$490,300.70	Cultural Resources Investigations
BRAUN INTERTEC CORP	\$965,848.63	\$837,558.26	\$128,290.37	Materials Testing
CASS RURAL WATER	\$949,965.41	\$942,835.41	\$7,130.00	Utilities and Utility Relocation
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$887,718.41	\$887,718.41	\$0.00	Materials Testing
COMPASS LAND CONSULTANTS, INC	\$798,552.50	\$512,007.50	\$286,545.00	Property Appraisal Services

Data Through Date: Friday, August 26, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOURCE DI	\$752,776.97	\$752,776.97	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
UNITED STATES ENVIRONMENTAL PROTECTI	\$707,886.35	\$707,886.35	\$0.00	WIFIA LOAN APPLCATION FEE
ERIK R JOHNSON & ASSOCIATES	\$664,472.23	\$664,472.23	\$0.00	Legal Services
CITY OF CHRISTINE	\$651,260.00	\$0.00	\$651,260.00	Flood Control Project - MOU
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
MASTER CONSTRUCTION CO INC	\$623,953.29	\$623,953.29	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
PATCHIN MESSNER VALUATION COUNSELORS	\$543,587.50	\$349,925.00	\$193,662.50	Property Appraisal Services
MINNKOTA POWER COOPERATIVE	\$543,393.07	\$73,393.07	\$470,000.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA CO.	\$493,179.39	\$487,184.67	\$5,994.72	General Landscaping and Planting (WP-42G)
LINNCO, INC.	\$485,221.25	\$485,221.25	\$0.00	House Demo and Removal
LARKIN HOFFMAN ATTORNEYS	\$483,276.68	\$483,276.68	\$0.00	Legal Services
BUFFALO-RED RIVER WATERSHED DISTRICT	\$471,568.00	\$471,568.00	\$0.00	Retention Projects - Engineering Services
MIDCONTINENT COMMUNICATIONS	\$462,379.87	\$462,379.87	\$0.00	Utility Relocation
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$459,693.17	\$442,844.05	\$16,849.12	Utility Relocation
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
NDSU BUSINESS OFFICE-BOX 6050	\$391,989.00	\$356,145.00	\$35,844.00	Ag Risk Study Services
BEAVER CREEK ARCHAEOLOGY	\$391,529.14	\$366,112.75	\$25,416.39	Engineering Services
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
MVM CONTRACTING	\$339,448.03	\$339,448.03	\$0.00	Fiber Relocation
SWANSON HEALTH PRODUCTS, INC.	\$337,059.00	\$337,059.00	\$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27
AON RISK SERVICES CENTRAL INC	\$330,000.00	\$247,663.50	\$82,336.50	Risk Advisory Services P3 Pre-Award
DFI BRIDGE CORPORATION	\$316,211.21	\$316,211.21	\$0.00	Bridge Construction - Oxbow Country Club
RED RIVER VALLEY COOPERATIVE ASSOC	\$307,959.87	\$216,459.87	\$91,500.00	Electricity - Home Buyouts

Data Through Date: Friday, August 26, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
C THREE MEDIA, LLC	\$294,510.00	\$133,005.29	\$161,504.71	Videography Services
MAGELLAN PIPELINE	\$285,900.00	\$0.00	\$285,900.00	Utility Relocation
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
MOODYS INVESTORS SERVICE, INC.	\$274,375.00	\$274,375.00	\$0.00	WIFIA loan fees
INTEGRA REALTY RESOURCES	\$267,300.00	\$257,750.00	\$9,550.00	Property Appraisal Services
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
SPRINT COMMUNICATIONS COMPANY L.P.	\$256,409.37	\$256,409.37	\$0.00	Fiber Optic Relocation for WP-43CD
BANK OF NORTH DAKOTA	\$250,765.04	\$250,765.04	\$0.00	Legal review fees
WATTS AND ASSOCIATES, INC.	\$250,000.00	\$200,375.35	\$49,624.65	Crop insurance product development services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
NEON LOON COMMUNICATIONS, LLC	\$236,400.00	\$102,088.75	\$134,311.25	Communications Support
NORTHERN IMPROVEMENT COMPANY	\$235,531.95	\$235,531.95	\$0.00	CR-17 asphalt paving
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
WILLIAM D. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
FORUM COMMUNICATIONS	\$221,991.96	\$221,991.96	\$0.00	Advertising Services
AMERICAN ENTERPRISES, INC.	\$200,281.00	\$200,281.00	\$0.00	Construction/Demolition
CITY OF OXBOW MOU	\$200,000.00	\$200,000.00	\$0.00	Oxbow Park Relocation MOU Amendment
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
SERKLAND LAW FIRM	\$182,936.21	\$182,936.21	\$0.00	Legal services
CLAY COUNTY AUDITOR	\$180,495.34	\$180,495.34	\$0.00	Property Taxes - MN
MAPLETON, CITY OF	\$179,605.00	\$61,416.07	\$118,188.93	Prelim Engineering Services
SPRINGSTED INCORPORATED	\$178,010.15	\$178,010.15	\$0.00	Financial Advisor
KADRMAS LEE & JACKSON, INC.	\$176,164.00	\$176,164.00	\$0.00	Engineering Services

Data Through Date: Friday, August 26, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MUNICIPAL AIRPORT AUTHORITY	\$166,981.00	\$166,981.00	\$0.00	Easement for Airport
SOIL BORINGS	\$166,232.50	\$166,232.50	\$0.00	Soil Borings
PLEASANT TOWNSHIP	\$162,660.10	\$162,660.10	\$0.00	Building Permit Application
DAWSON INSURANCE AGENCY	\$158,812.15	\$158,812.15	\$0.00	Property Insurance - Home Buyouts
UNITED STATES GEOLOGICAL SURVEY	\$151,520.00	\$151,520.00	\$0.00	Water Level Discharge Collection & Stage Gage Installation
PFM PUBLIC FINANCIAL MANAGEMENT	\$146,460.00	\$146,460.00	\$0.00	Financial Advisor
S&P GLOBAL RATINGS	\$145,625.00	\$145,625.00	\$0.00	Ratings Evaluation Service
DAILY NEWS	\$143,075.16	\$143,075.16	\$0.00	Advertising Services
CHAPMAN AND CUTLER	\$140,000.00	\$140,000.00	\$0.00	Legal Services
QUANTUM SPATIAL, INC.	\$139,061.35	\$139,061.35	\$0.00	Digital Aerial Photography
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
ENVENTIS	\$115,685.62	\$115,685.62	\$0.00	Utility Relocation
TINJUM APPRAISAL COMPANY, INC.	\$113,450.00	\$73,100.00	\$40,350.00	Property Appraisal Services
GE BOCK REAL ESTATE, LLC	\$112,590.00	\$112,590.00	\$0.00	Property Appraisal Services
OXBOW COUNTRY CLUB	\$110,391.68	\$110,391.68	\$0.00	Golf Course - Oxbow
EIDE BAILLY LLP	\$108,373.00	\$81,086.25	\$27,286.75	Audit Services
GA GROUP, PC	\$108,229.32	\$92,229.32	\$16,000.00	Government Relations
MAPLETON TOWNSHIP	\$108,030.00	\$108,030.00	\$0.00	Lost tax revenue and attorney fees
DAVID CLARDY	\$105,215.05	\$105,215.05	\$0.00	Home buyouts - easement

127 Vendors

Report Totals:

\$939,266,807.27

\$834,391,623.49

\$104,875,183.78

Data Through Date: Friday, August 26, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
BIOGEO	423	212	131	81%	80	\$1,024,981
BIOGEO	293	211	2	73%	80	\$253,296
HC	130	1	129	100%	0	\$771,685
CHANNEL	682	436	214	95%	32	\$92,127,514
ENV	2	0	0	0%	2	\$1,250
HC	217	3	214	100%	0	\$2,402,417
LAP01	130	120	0	92%	10	\$6,610,799
LAP02	97	92	0	95%	5	\$12,753,917
LAP03	81	66	0	81%	15	\$18,573,078
LEGACY	155	155	0	100%	0	\$51,786,054
MOBILITY	123	1	1	2%	121	\$0
DA_MOB37_MN	51	0	0	0%	51	\$0
DA_MOB37_ND	19	0	0	0%	19	\$0
DA_MOB38TH	52	1	0	2%	51	\$0
HC	1	0	1	100%	0	\$0
NA	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
SEAILAND	341	262	34	87%	45	\$51,420,413
DRAIN 27	37	37	0	100%	0	\$14,060,904
HC	35	1	34	100%	0	\$195,421
LEGACY	62	62	0	100%	0	\$10,166,116
SE_I29	11	11	0	100%	0	\$3,062,008
SE-1	43	43	0	100%	0	\$2,675,351
SE-2A	13	13	0	100%	0	\$3,369,529
SE-2B	44	27	0	61%	17	\$6,646,389
SE-3	6	5	0	83%	1	\$25,000
SE-4	28	11	0	39%	17	\$1,801,232
SE-5	7	0	0	0%	7	\$2,750
UMA	2	0	0	0%	2	\$0
WP26	9	8	0	89%	1	\$2,952,107
WP30	8	8	0	100%	0	\$0
WP35	36	36	0	100%	0	\$6,463,605
Sheyenne Mitigatio	2	0	0	0%	2	\$0
SheyMit	2	0	0	0%	2	\$0
WP36	2	0	0	0%	2	\$2,750
WRDAM	2	0	0	0%	2	\$2,750

Data Through Date: Friday, August 26, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP38	1,023	143	359	49%	521	\$34,132,936
BIOGEO	2	2	0	100%	0	\$4,500
HC	361	2	359	100%	0	\$1,283,123
LEGACY	1	1	0	100%	0	\$750
SE-5	2	0	0	0%	2	\$0
UMA	567	138	0	24%	429	\$32,844,563
UMA-C	34	0	0	0%	34	\$0
UMA-C2	14	0	0	0%	14	\$0
UMA-C3	3	0	0	0%	3	\$0
UMA-W	24	0	0	0%	24	\$0
UMA-W2	8	0	0	0%	8	\$0
UMA-W3	7	0	0	0%	7	\$0
WP40	18	6	10	89%	2	\$0
DRAYTON	7	5	0	71%	2	\$0
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
WP42	66	51	3	82%	12	\$37,850,061
HC	4	1	3	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42A1A3	8	5	0	63%	3	\$376,008
WP42A2	2	2	0	100%	0	\$0
WP42C1	4	3	0	75%	1	\$0
WP42C2	2	1	0	50%	1	\$9,948,373
WP42F1N	2	2	0	100%	0	\$27,000
WP42F1S	13	12	0	92%	1	\$5,852,463
WP42H1	4	4	0	100%	0	\$76,000
WP42H2	8	8	0	100%	0	\$2,463,170
WP42I2	13	7	0	54%	6	\$1,092,111

Data Through Date: Friday, August 26, 2022

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP43	265	119	146	100%	0	\$78,542,485
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	146	0	146	100%	0	\$500
LEGACY	4	4	0	100%	0	\$2,422,914
WP43A	1	1	0	100%	0	\$0
WP43B	6	6	0	100%	0	\$676,953
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	20	20	0	100%	0	\$6,437,831
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
Totals	2,952	1,230	905	72%	817	\$295,101,140

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of August 31, 2022

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo		16,099,989.70	-	16,300,462.10	(1,100.00)	32,399,351.80
Home Buyouts - Fargo		3,044,054.89	-	521,417.80	-	3,565,472.69
Home Buyouts - Moorhead		495,809.91	-	84,060.80	(8,440.00)	571,430.71
Home Buyouts - Oxbow		29,678,181.97	-	17,142,531.46	(368,167.87)	46,452,545.56
Home Buyouts - Hickson		1,031,674.37	-	120,422.18	-	1,152,096.55
Home Buyouts - Horace		7,602,598.67	-	595,320.88	-	8,197,919.55
Home Buyouts - Argusville		215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo		504,716.00	-	-	-	504,716.00
Easements - Hickson		500.00	-	-	-	500.00
Easements - Oxbow		55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure		4,234,581.90	-	-	-	4,234,581.90
Easements - Piezometer		259,765.00	-	-	-	259,765.00
Easements - Minesota		1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases		227,700,553.83	-	5,109,571.44	(2,465,670.69)	113,575,325.13
Land Purchases		112,260,146.27	-	2,563,701.41	(1,275,522.55)	113,575,325.13

The South Half of Government Lot 2 and all of Government Lots 3 and 5 of Section 18, in Township 137 North of Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota, including all of Paul Bunyan Subdivision, part of Government Lots 2 and 3, Section 18, Township 137 North of Range 48 West AND Lot 5 Block 1, Babes's Addition, part of government lots 2 and 3 Section 18, Township 137 North, Range 48 West AND Lot 4, Block 1 Babe's Addition, part of Government lots 2 and 3, Section 18, Township 137 North, Range 48 West
The Northeast Quarter of Section Three, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian

2/3/2022

1,534,029.19

1,534,029.19

2/3/2022

1,711,111.25

1,711,111.25

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of August 31, 2022

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
That part of the East Half of the East Half of the Northwest Quarter of section 32, Township 138 North, Range 49 West of the Fifth Principal Meridian	3/10/2022	646,140.00				646,140.00
That part of Auditor's Lot No. 1 of the Southeast Quarter of Section 28, Township 138 North, Range 49 West of the Fifth Principal Meridian	3/10/2022	241,950.00				241,950.00
East half o the NW Quarter Section 11 in Township 137 North of Range 49 West of the Fifth Principal Meridian	3/10/2022	420,165.00				420,165.00
Part of Section 17, Township 137 North, Range 48 West of the Fifth Principal	3/31/2022	500.00				500.00
North Half of the Southeast Quarter, of Section 32, Township 138, Range 49, Cass County, North Dakota	5/12/2022	538,600.00				538,600.00
Southwest Quarter of Section 28, Township 138, Range 49 West of Fifth Principle Meridian, in the City of Fargo, Cass County North Dakota	6/16/2022	1,785,201.00				1,785,201.00
NW1/4 SW1/4 of Section 29, Township 137, Range 48, Cass County, Minnesota	6/2/2022	400,000.00				400,000.00
Government Lots 4 and 5 in Section 6, Township 137, Range 48, Clay County, Minnesota	6/2/2022	23,524.00			(85,374.41)	(61,850.41)
That part of the SE¼SW¼ of Section 22, Township 137 North of Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as: Commencing at the Southeast corner of the Southwest Quarter of Section 22; thence West along the South line of Section 22 a distance of 10 rods to the point of beginning; thence North parallel to the West line of Section 22, 40 rods; thence West parallel to the South line of Section 22 to the center of the Wild Rice River; thence left upstream along the center line of the Wild Rice River Cass County Joint Water Resource District Upstream Mitigation Area Purchase Agreement– Graham OIN No. 858 – Parcel No. 57-0000-10350-017 Page 2 to a point of intersection with the South line of Section 22; thence east along the South line of Section 22 to the point of beginning.	9/1/2022	521173.1				521,173.10
Lot 1, Block 1, of Sauvageau Subdivision, a portion of Section 4, Township 137 North, Range 49 West, Pleasant Township, Cass County, North Dakota.	9/1/2022	368,608.46				368,608.46
		292,465,327.94	-	39,880,699.23	(2,843,378.56)	329,502,648.61
				Property Management Expense		4,080,115.90
				Grand Total	\$	333,582,764.51

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of August 31, 2022**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 884,070.41	\$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 18,365,229.13	\$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	\$ 6,513,429.90	\$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	\$ 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	\$ 184,958.12	\$ 184,958.12
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 493,179.39	\$ 487,184.67
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 23,989,850.00	\$ 30,375,790.00
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	\$ 8,632,103.73	\$ 8,632,103.73
V02826	City of Fargo	In-Town Levee Maintenance	\$ 8,823.82	\$ 8,823.82
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 39,289,243.78	\$ 39,289,243.78
			<u>\$ 195,220,985.02</u>	<u>\$ 200,383,490.79</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: June 1, 2022 - June 30, 2022

Drawdown Request No: 126	
Requested Amount:	\$ 3,555,737.95
Total Funds Expended This Period:	7,111,475.90
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	3,555,737.95
Total Funds Requested:	3,555,737.95

STATE AID SUMMARY:

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
Total State Funds	- 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 #115 - FM Metro Area Flood Risk Management Project	(209,838,261.15)
Less: Payment #116 - FM Metro Area Flood Risk Management Project	(5,862,311.78)
Less: Payment #117 - FM Metro Area Flood Risk Management Project	(5,543,347.82)
Less: Payment #118 - FM Metro Area Flood Risk Management Project	(2,268,176.69)
Less: Payment #119 - FM Metro Area Flood Risk Management Project	(5,734,800.64)
Less: Payment #120 - FM Metro Area Flood Risk Management Project	(5,380,812.43)
Less: Payment #121 - FM Metro Area Flood Risk Management Project	(4,927,025.23)
Less: Payment #122 - FM Metro Area Flood Risk Management Project	(2,753,630.08)
Less: Payment #123 - FM Metro Area Flood Risk Management Project	(3,945,477.58)
Less: Payment #124 - FM Metro Area Flood Risk Management Project	(5,062,879.53)
Less: Payment #125 - FM Metro Area Flood Risk Management Project	(1,391,419.51)
Less: Payment #126 - FM Metro Area Flood Risk Management Project	(1,224,134.73)
Less: Payment #127 - FM Metro Area Flood Risk Management Project	(3,555,737.95)
Total Funds Reimbursed	(411,183,370.48)
Total State Fund Balances Remaining	3,316,629.52

LOCAL MATCHING FUNDS SUMMARY:

Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$ 101,279,533
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 - 114 - FM Metro Area Flood Risk Management Project	(59,636,874)
Balance of Local Matching Funds Available	\$ (0)

Legacy Bond Fund Balance Report
As of 08/31/2022

Total Authorized \$ 435,500,000.00

Current Allocation \$ 219,000,000.00

Available funds remaining \$ 178,799,719.89

Funds Requested

	2021	2022	Total
January	\$ -	\$ 2,942,906.60	\$ 2,942,906.60
February	\$ -	\$ 4,564,036.17	\$ 4,564,036.17
March	\$ -	\$ 5,302,899.35	\$ 5,302,899.35
April	\$ -	\$ 1,472,504.37	\$ 1,472,504.37
May	\$ -	\$ 1,450,140.38	\$ 1,450,140.38
June	\$ -	\$ 4,423,864.76	\$ 4,423,864.76
July	\$ -	\$ -	\$ -
August	\$ 5,059,974.19	\$ -	\$ 5,059,974.19
September	\$ 2,970,327.95	\$ -	\$ 2,970,327.95
October	\$ 6,089,707.34	\$ -	\$ 6,089,707.34
November	\$ 6,415,461.09	\$ -	\$ 6,415,461.09
December	\$ 6,854,966.95	\$ -	\$ 6,854,966.95
Total	\$ 27,390,437.51	\$ 20,156,351.63	\$ 47,546,789.14

Funds Received

May 2022	\$ 27,390,438.00	\$ -	\$ 27,390,438.00
Jul 2022	\$ 12,809,842.11	\$ -	\$ 12,809,842.11
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 40,200,280.11	\$ -	\$ 40,200,280.11

Finance Committee Bills from September 2022

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #100 CCJWRD	\$	5,260,999.06
City of Fargo	Reimburse complementary in-town flood projects	\$	2,937,834.30
Clay County	Diversion bills – Request #21 MCCJPA	\$	400,038.00
Clay County	Diversion bills – Request #20 MCCJPA	\$	166,332.49
Ohnstad Twichell, P.C.	Legal services rendered through August 21, 2022	\$	99,919.82
City of Comstock	Clean and TV sewer lines related to MOU	\$	13,787.32
Pleasant Township	Reimburse gravel costs related to MOU	\$	11,236.80
Cass County	Reimburse misc expenses from Diversion Authority office	\$	3,798.35
City of Christine	Reimburse legal services related to MOU	\$	1,560.00
Total Bills Received through September 14, 2022		\$	<u>8,895,506.14</u>



Cass County
Joint Water
Resource
District

SENT VIA EMAIL

September 8, 2022

Dan Jacobson
Chairman
West Fargo, North Dakota

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

Rodger Olson
Manager
Leonard, North Dakota

Greetings:

Ken Lougheed
Manager
Gardner, North Dakota

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

Jacob Gust
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$5,260,999.06 regarding the above referenced projects. The breakdown is as follows:

Keith Weston
Manager
Fargo, North Dakota

Metro Flood Diversion	\$5,260,778.06
Oxbow-Hickson-Bakke Ring Levee	221.00

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

Carol Harbeke Lewis
Secretary-Treasurer

Enclosures

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							9/6/2022
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
				(232,000.00)	Clerk of District Court	refund of deposit on OIN 1199	
				(22,000.00)	Clerk of District Court	refund of deposit on OIN 9749	
8/1/2022				975,000.00	Aaland Law Office	Gene Sauvageau property purchase	
8/15/2022	8/8/2022	183780	130007	15,093.01	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition	
8/15/2022	7/28/2022	183445	160007	91.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009 - Inlet Structure	
8/15/2022	8/8/2022	183781	160007	2,887.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
8/15/2022	8/8/2022	183782	160007	540.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
8/15/2022	8/8/2022	183783	160007	1,751.17	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
8/15/2022	8/8/2022	183784	170007	56,839.50	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
8/15/2022	7/28/2022	183450	187007	1,539.50	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment	
8/15/2022	7/28/2022	183451	197007	331.00	Ohnstad Twichell, P.C.	Legal-ROW-Wild Rice Structure	
8/15/2022	8/8/2022	183785	207007	1,899.00	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
8/15/2022	8/4/2022	183684	207007	1,372.50	Ohnstad Twichell, P.C.	Legal-Delaney (OIN 1202) Quick Take Eminent Domain	
8/15/2022	8/4/2022	183685	207007	122.00	Ohnstad Twichell, P.C.	Legal-Larson (OIN 1199) QTED	
8/15/2022	8/4/2022	183686	207007	6,027.00	Ohnstad Twichell, P.C.	Legal-Gust (OIN 952) Quick Take Eminent Domain	
8/15/2022	8/4/2022	183687	207007	6,095.66	Ohnstad Twichell, P.C.	Legal-Cossette (OIN 722, 723) quick take eminent domain	
8/15/2022	8/4/2022	183688	207007	7,922.05	Ohnstad Twichell, P.C.	Legal-Loberg (OIN 716) quick take eminent domain	
8/15/2022	8/4/2022	183689	207007	9,773.57	Ohnstad Twichell, P.C.	Legal-Thunberg Living Trust (OIN 720) QTED	
8/15/2022	8/4/2022	183690	207007	1,342.00	Ohnstad Twichell, P.C.	Legal-Germanson (OIN 5004/5009-5012/9054-9056) QTED	
8/15/2022	8/4/2022	183691	207007	854.00	Ohnstad Twichell, P.C.	Legal-Janet Wanzek Estate (OIN 8672-8675, 9747) QTED	
8/15/2022	8/4/2022	183692	207007	1,295.80	Ohnstad Twichell, P.C.	Legal-Perhus (OIN 747, 751, 5014-5015, 5277) QTED	
8/15/2022	8/4/2022	183693	207007	427.00	Ohnstad Twichell, P.C.	Legal-Thue Living Trust (OIN 1169, 1200) QTED	
8/15/2022	8/4/2022	183694	207007	284.50	Ohnstad Twichell, P.C.	Legal-Brodshaug RLT (OIN 5008/1930/1932/1941/8517-8518)	
8/15/2022	8/4/2022	183695	207007	2,135.00	Ohnstad Twichell, P.C.	Legal-Samuels RLT (OIN 1181/1182) QTED	
8/15/2022	8/4/2022	183696	207007	2,104.50	Ohnstad Twichell, P.C.	Legal-Jameson (OIN 9749) QTED	
8/15/2022	8/4/2022	183697	217007	7,686.00	Ohnstad Twichell, P.C.	Legal-Coster RET (OIN 9736-9737) QTED	
8/15/2022	8/4/2022	183698	217007	3,107.52	Ohnstad Twichell, P.C.	Legal-Sauvageau (OIN 1107) QTED	
8/15/2022	8/4/2022	183699	217007	13,339.15	Ohnstad Twichell, P.C.	Legal-Richard (OIN 27 1083) QTED	
8/15/2022	8/4/2022	183700	217007	1,677.50	Ohnstad Twichell, P.C.	Legal-Richard Farm (OIN 1087/1093/1095/5002) QTED	
8/15/2022	8/4/2022	183701	217007	640.50	Ohnstad Twichell, P.C.	Legal-Brunelle LE (OIN 1108-1110) QTED	
8/15/2022	8/4/2022	183702	227007	610.00	Ohnstad Twichell, P.C.	Legal-Roseen QTED (OIN 25)	
8/15/2022	8/4/2022	183703	227007	1,773.00	Ohnstad Twichell, P.C.	Legal-Brei Estate LLLP (OIN 843) QTED	
8/15/2022	8/5/2022	808491	38810.00007	21,080.50	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten	
8/15/2022	8/5/2022	808493	38810.0001	10,668.50	Larkin Hoffman Attorneys	Legal-CCJT v Derek Flaten	
8/15/2022	8/5/2022	808487	38810	1,066.50	Larkin Hoffman Attorneys	Legal-CCJT v Johnson, Monson, Johnson, Tintes and Anderson	
8/15/2022	8/5/2022	808492	38810.00009	671.50	Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg	
8/15/2022	8/5/2022	808490	38810.00005	474.00	Larkin Hoffman Attorneys	Legal-CCJT v Newman Signs/Newman Trust Condemnation	
8/15/2022	8/5/2022	808489	38810.00004	2,488.50	Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land	
8/15/2022	8/5/2022	808488	38810.00001	276.50	Larkin Hoffman Attorneys	Legal-Acquisition of Property from Sauvageaus	
8/17/2022	7/31/2022	13783.00-27		64,723.44	SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services	
8/15/2022	6/30/2022	47028	3283-00	21,051.24	ProSource Technologies LLC	TO 2 - project management and acquisition	
8/15/2022	7/28/2022	21923-AA		31,000.00	Patchin Messner Valuation Counselors	appraisals TO 6 - Red River Control Structure	
8/15/2022	10/18/2021	2170		3,971.40	Karen Klein Mediation LLC	mediation BREI Estates LP	
8/12/2022	8/12/2022			3,100,586.00	The Title Company	Flowage Easement - Odegaard	
8/12/2022	8/12/2022			152,249.00	The Title Company	Flowage Easement - DuBord	
8/15/2022	8/13/2022	Y93E24332		31.28	UPS	Shipping letters	
8/29/2022	8/12/2022	1200453299		34,276.23	HDR Engineering Inc	TO 1 Property Acquisition Services	
8/29/2022	7/31/2022	47084	3283-00	16,258.41	ProSource Technologies LLC	TO 2 - project management and acquisition	
8/29/2022	8/8/2022	127426	R12.00049	14,151.50	Ulteig Engineers	Task Order 2 - Proj management and acquisition	
8/29/2022	8/1/2022	22071-1		31,600.00	Compass Land Consultants Inc	appraisal TO 5 - Flowage Easements	
8/29/2022	8/1/2022	4800		18,000.00	Crown Appraisals Inc	appraisals TO 5	
8/26/2022	8/10/2022	8238		250.00	Building & Grounds Management	mowing dtich CR18/Hwi 81	
8/29/2022	8/12/2022	1135809		148.13	Cass County Electric Cooperative	Service to 4946 170 AV SE OIN 837	

Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
8/26/2022	8/23/2022				500.00	Glen Rheault	refund of deposit on OIN 877
9/1/2022	8/12/2022				290.00	Red River Removal	moving claim for OIN 877 Rheault
8/26/2022	8/15/2022				284,250.00	Brett & Heidi Odegaard	RHDP Advance payment
8/26/2022	8/26/2022				580,140.00	The Title Company	Property purchase of Delaney
8/31/2022					15.00	Cass County Joint WRD	Alerus fees for wires
				Total	5,260,778.06		
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
8/15/2022	7/28/2022	183444		140007	221.00	Ohnstad Twichell, P.C.	Legal-OHB
				Total	221.00		
				Grand Total	5,260,999.06		

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

September 8, 2022

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$2,937,834.30. These costs are for work on complementary in-town flood protection projects for the period May 1, 2022 through August 31, 2022.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	-13,451.52
FM1471	Drain 27 Lift Station #56 Flood Risk Management	145,028.52
FM15F	Harwood, Hackberry, & River Drive - Flood Risk	230.20
FM15J	Belmont Flood Risk Management Project	68,447.27
FM16A	North Side - Flood Risk Management	447,072.85
FM19A	Riverwood Addition Area - Flood Risk Management	83,140.83
FM19B	Royal Oaks Area - Flood Risk Management	22,354.51
FM19C	Woodcrest Drive Area - Flood Risk Management	935,024.63
FM19E	Elm Circle Area - Flood Risk Management	55,096.19
FM19F	Oak Grove Area - Flood Risk Management	250,017.19
FM19H	University Drive Floodwall - Geotechnical Evaluation	2,082.75
FM21A	Red River Erosion Protection & Bank Stabilization	18,290.00
FM22B	Geotechnical Design - Flood Mitigation	54,453.24
FM22C	Lift Station 55 & 56 - Flood Mitigation	639,134.22
NR19B	Storm Lift Rehab - #24	164,736.00
NR23A	Storm Lift Rehab - #27 & 38	66,177.42
	Total Expense for Period	\$2,937,834.30

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

Sincerely,

Terri Gayhart
 Director of Finance, City of Fargo

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
May 1, 2022 - August 31, 2022

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	Descriptions	Bookmarked Invoice
FLDBUY	FLOOD ACQUISITION	46000003618500	RECOGNIZE REV ON 2ND	-15,359.00	ES05220010	ES05220010	05/25/2022	City of Fargo	5	48
			460-0000-361.85-00 - Total	-15,359.00						
FLDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	390.09	WP05220016	WP05220016	05/19/2022	City of Fargo	Water Payments - 419 3rd St N Unit 2	2
FLDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	130.03	WP06220027	WP06220027	06/28/2022	City of Fargo	Water Payments - 419 3rd St N Unit 2	3
FLDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	130.03	WP07220027	WP07220027	07/29/2022	City of Fargo	Water Payments - 419 3rd St N Unit 2	4
FLDBUY	FLOOD ACQUISITION	46035305104105	IN HOUSE WATER PAYMENTS	130.03	WP08220027	WP08220027	09/01/2022	City of Fargo	Water Payments - 419 3rd St N Unit 2	58
			460-3530-510.41-05 - Total	780.18						
FLDBUY	FLOOD ACQUISITION	46035305106250	51-4341057-3 DIVERSION	79.46	319763	778056807	05/26/2022	XCEL ENERGY	419 3rd St N - Gas	5
FLDBUY	FLOOD ACQUISITION	46035305106250	51-4341057-3 DIVERSION	39.73	320167	782017338	06/16/2022	XCEL ENERGY	419 3rd St N - Gas	6
FLDBUY	FLOOD ACQUISITION	46035305106250	51-4341057-3 DIVERSION	39.73	320757	786245477	07/21/2022	XCEL ENERGY	419 3rd St N - Gas	7
FLDBUY	FLOOD ACQUISITION	46035305106250	51-4341057-3 DIVERSION	39.73	321306	790255288	08/11/2022	XCEL ENERGY	419 3rd St N - Gas	8
			460-3530-510.62-50 - Total	198.65						
FLDBUY	FLOOD ACQUISITION	46035305106251	51-4341057-3 DIVERSION	186.45	319763	778056807	05/26/2022	XCEL ENERGY	419 3rd St N - Electric	5
FLDBUY	FLOOD ACQUISITION	46035305106251	51-4341057-3 DIVERSION	261.23	320167	782017338	06/16/2022	XCEL ENERGY	419 3rd St N - Electric	6
FLDBUY	FLOOD ACQUISITION	46035305106251	51-4341057-3 DIVERSION	192.15	320167	782162032	06/16/2022	XCEL ENERGY	419 3rd St N - Electric	6
FLDBUY	FLOOD ACQUISITION	46035305106251	51-4341057-3 DIVERSION	146.11	320757	786245477	07/21/2022	XCEL ENERGY	419 3rd St N - Electric	7
FLDBUY	FLOOD ACQUISITION	46035305106251	51-4341057-3 DIVERSION	142.71	321306	790255288	08/11/2022	XCEL ENERGY	419 3rd St N - Electric	8
			460-3530-510.62-51 - Total	928.65						
FLDBUY - Total				-13,451.52						
FM1471	FLOOD MIT-Dr 27 42st-I29	46035305103305	DRAIN 27	82,691.56	319556	0059618	05/19/2022	HOUSTON ENGINEERING INC	Drain 27 - Lift Station Design & Construction	9
FM1471	FLOOD MIT-Dr 27 42st-I29	46035305103305	FLOOD MITIGATION DRAIN 27	13,615.69	320364	59912	06/30/2022	HOUSTON ENGINEERING INC	Drain 27 - Lift Station Design & Construction	10
FM1471	FLOOD MIT-Dr 27 42st-I29	46035305103305	PRJ 6228 DRAIN 27	48,721.27	321404	60800	08/18/2022	HOUSTON ENGINEERING INC	Drain 27 - Lift Station Design & Construction	11
			460-3530-510.33-05 - Total	145,028.52						
FM1471 - Total				145,028.52						
FM15F4	FLOOD RISK-Harwd Hack Rvr	46035305103332	PROFESSIONAL SERVICES	230.20	320148	13448.02-12	06/16/2022	SRF CONSULTING GROUP, INC	Flood Mitigation - Harwood, Hackberry, River Drive TO #3	12
			460-3530-510.33-32 - Total	230.20						
FM15F4 - Total				230.20						
FM15J5	FLOOD MIT-Beimnt Prk/Intk	46035305103305	CORRECT GR 1027 FOR REV	6,570.97	ES07220014	ES07220014	08/02/2022	City of Fargo	Red River Pump Station Improvement	13
			460-3530-510.33-05 - Total	6,570.97						
FM15J5	FLOOD MIT-Beimnt Prk/Intk	46035305107362	CORRECT GR 1027 FOR REV	61,818.75	ES07220014	ES07220014	08/02/2022	City of Fargo	Red River Pump Station Improvement	13
			460-3530-510.73-62 - Total	61,818.75						
FM15J5 - Total				68,389.72						
FM15J6	FLOOD MIT-Beimont Park	46035305103332	FLOOD MITIGATION	57.55	319479	13448.03-4	05/12/2022	SRF CONSULTING GROUP, INC	Flood mitigation - Belmont TO #4	14
			460-3530-510.33-32 - Total	57.55						
FM15J6 - Total				57.55						
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	CASS COUNTY 20 AREA FLOOD	9,353.60	319721	29892	05/26/2022	MOORE ENGINEERING INC	Flood Mitigation - Cass County Area 20	15
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	AO CASS CNTY 20 AREA FLOOD	21,465.29	320387	30166	06/30/2022	MOORE ENGINEERING INC	Flood Mitigation - Cass County Area 20	16
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	AREA FLOOD MITIGATION	27,269.57	320934	30465	07/28/2022	MOORE ENGINEERING INC	Flood Mitigation - Cass County Area 20	17
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	CASS CTY 20 AREA FLOOD MI	4,584.48	321757	30799		MOORE ENGINEERING INC	Flood Mitigation - Cass County Area 20	49
			460-3530-510.33-05 - Total	62,672.94						
FM16A0 - Total				62,672.94						
FM16A1	FLOOD MIT-N Cass 20/I29	46000002062000	Retainage and Retainage R	-20,212.93	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
			460-0000-206.20-00 - Total	-20,212.93						
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	MASTER PADLOCK ENGINEERIN	354.24	319219	2-62588	05/05/2022	CURTS LOCK & KEY SERVICE INC	Master Padlock	20
			460-3530-510.38-99 - Total	354.24						
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107358	Pavement	2,945.60	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107358	Flood Mitigation	21,590.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107358	Storm Sewer - Electrical	63,320.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107358	Storm Sewer	110,155.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
			460-3530-510.73-58 - Total	198,010.60						
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107359	Miscellaneous	1,750.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107359	Pavement	15,400.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
			460-3530-510.73-59 - Total	17,150.00						
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107361	Miscellaneous	1,300.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
			460-3530-510.73-61 - Total	1,300.00						
FM16A1	FLOOD MIT-N Cass 20/I29	46035305107369	Erosion and Sediment Cont	187,798.00	321207	FM16A1 Est #13	08/11/2022	KEY CONTRACTING INC	North Saide Flood Risk Management Levee - Pay App #13	18
			460-3530-510.73-69 - Total	187,798.00						
FM16A1 - Total				384,399.91						
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	14,880.99	319244	0059156	05/05/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Riverwood - Pmt #22	19
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	3,928.36	321404	60688	08/18/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Riverwood - Pmt #23	21
			460-3530-510.33-05 - Total	18,809.35						
FM19A0 - Total				18,809.35						
FM19A3	FLOOD MIT-Riverwood Addn	46000002062000	Retainage and Retainage R	64,331.48	321120	FM19A3 Est #10	08/04/2022	SELLIN BROS INC	Flood Mitigation - Riverwood - Pmt #10	22
			460-0000-206.20-00 - Total	64,331.48						
FM19A3 - Total				64,331.48						

FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	7,704.25	319244	0059157	05/05/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Royal Oaks - Pmt #21	19
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	13,753.24	321404	60689	08/18/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Royal Oaks - Pmt #22	21
460-3530-510.33-05 - Total				21,457.49						
FM19B0 - Total				21,457.49						
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103899	COMPLETE ABSTRACT - ADDIT	800.00	319609	905037	05/19/2022	RED RIVER TITLE SERVICES INC	Abstract Fees	23
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103899	SIGN DIGITA	97.02	321121	402583	08/04/2022	SIGN SOLUTIONS USA, LLC(PO BOX 1408	Please stay off Levee sign	24
460-3530-510.38-99 - Total				897.02						
FM19B1 - Total				897.02						
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	74,311.18	321404	60690	08/18/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Woodcrest - Pmt #19	21
460-3530-510.33-05 - Total				74,311.18						
FM19C0 - Total				74,311.18						
FM19C1	FLOOD MIT-Woodcrest Dr N	46000002062000	Retainage and Retainage R	-29,408.03	321406	FM19C1 #1 092	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-0000-206.20-00 - Total				-29,408.03						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	MASTER PADLOCK ENGINEERIN	103.32	319219	2-62588	05/05/2022	CURTS LOCK & KEY SERVICE INC	Master Padlock	20
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	FEDEX 90356093	41.51	934	04/28-05/14/22	06/05/2022	P CARD BMO	Mail to NDDOEQ	50
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	SUBMISSIRECORD FEE	46.50	320147	15004766820	06/16/2022	SIMPLIFILE LC	Recording Fee	26
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	RECORDING FEES	46.50	321276	15005010916	08/11/2022	SIMPLIFILE LC	Recording Fee	27
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305103899	SUBMISS/RECORD FEES	204.75	321466	15005020800	08/18/2022	SIMPLIFILE LC	Recording Fee	28
460-3530-510.38-99 - Total				442.58						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305105410	THE FORUM	437.40	942	05/28-06/14/22	07/05/2022	P CARD BMO	Bids wanted	51
460-3530-510.54-10 - Total				437.40						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107110	EASEMENT	48,930.00	319418	5/9/2022	05/12/2022	JARVIS, PAUL & ANN	Easement - 172 North Woodcrest Drive N	29
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107110	EASEMENT	2,038.00	319738	5/23/2022	05/26/2022	RINAS, MARCY	Easement - 150 North Woodcrest Drive N	30
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107110	EASEMENT	75,194.00	321128	8/3/2022	08/04/2022	THOMPSON, DENISE	Easement - 143 South Woodcrest Drive N	31
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107110	EASEMENT	95,070.00	321174	FM-19-C	08/11/2022	ESTATE OF MARY JANE DICKSON	Easement - 125 South Woodcrest Drive N	32
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107110	EASEMENT 149 S WOODCREST	79,849.00	321457	8/17/2022	08/18/2022	PETERSON, CHAD	Easement - 149 South Woodcrest Drive N	33
460-3530-510.71-10 - Total				301,081.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107320	Phase 1 Miscellaneous	3,200.00	321406	FM19C1 #1 075	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-20 - Total				3,200.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107352	Phase 1 Flood Mitigation	3,245.00	321406	FM19C1 #1 072	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-52 - Total				3,245.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107358	Phase 1 Storm Sewer	309,540.00	321406	FM19C1 #1 077	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-58 - Total				309,540.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107359	Phase 1 Flood Mitigation	137,130.00	321406	FM19C1 #1 071	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-59 - Total				137,130.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107361	Phase 1 Miscellaneous	550.00	321406	FM19C1 #1 076	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-61 - Total				550.00						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Flood Mitigation	25,650.00	321406	FM19C1 #1 070	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107366	Phase 1 Miscellaneous	56,980.50	321406	FM19C1 #1 073	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-66 - Total				82,630.50						
FM19C1	FLOOD MIT-Woodcrest Dr N	46035305107369	Phase 1 Miscellaneous	51,865.00	321406	FM19C1 #1 074	08/18/2022	INDUSTRIAL BUILDERS INC	Flood Mitigation - Woodcrest - Pmt #1	25
460-3530-510.73-69 - Total				51,865.00						
FM19C1 - Total				860,713.45						
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	3,250.50	319244	0059158	05/05/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Elm Circle Flood Mitigation - Pmt #21	19
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	6,698.89	321404	60691	08/18/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Elm Circle - Pmt #22	21
460-3530-510.33-05 - Total				9,949.39						
FM19E0 - Total				9,949.39						
FM19E1	FLOOD MIT-Elm Circle	46000002062000	Retainage and Retainage R	15,250.30	320734	FM19E1 Est #6	07/21/2022	KEY CONTRACTING INC	Flood mitigation - Elm Circle - Pmt #6	34
460-0000-206.20-00 - Total				15,250.30						
FM19E1	FLOOD MIT-Elm Circle	46035305107352	Miscellaneous	28,329.00	320734	FM19E1 Est #6	07/21/2022	KEY CONTRACTING INC	Flood mitigation - Elm Circle - Pmt #6	34
460-3530-510.73-52 - Total				28,329.00						
FM19E1	FLOOD MIT-Elm Circle	46035305107366	Miscellaneous	1,567.50	320734	FM19E1 Est #6	07/21/2022	KEY CONTRACTING INC	Flood mitigation - Elm Circle - Pmt #6	34
460-3530-510.73-66 - Total				1,567.50						
FM19E1 - Total				45,146.80						
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	17,137.37	319244	0059159	05/05/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Oak Grove Flood Mitigation - Pmt #21	19
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	45,420.39	321404	60692	08/18/2022	HOUSTON ENGINEERING INC	Flood Mitigation - Oak Grove - Pmt #22	21
460-3530-510.33-05 - Total				62,557.76						
FM19F0 - Total				62,557.76						
FM19F1	FLOOD MIT-Oak Grove Area	46000002062000	Retainage and Retainage R	-6,939.74	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46000002062000	Retainage and Retainage R	-9,084.44	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
460-0000-206.20-00 - Total				-16,024.18						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107352	Flood Mitigation	124,515.85	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46035305107352	Flood Mitigation	33,111.57	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
FM19F1	FLOOD MIT-Oak Grove Area	46035305107352	Miscellaneous	4,301.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
FM19F1	FLOOD MIT-Oak Grove Area	46035305107352	Flood Mitigation	20,292.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
460-3530-510.73-52 - Total				182,220.42						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107356	Miscellaneous	4,732.00	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46035305107356	Paving	12,844.00	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46035305107356	Paving	31,969.50	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
460-3530-510.73-56 - Total				49,545.50						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107358	Storm Sewer	10,768.49	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36

FM19F1	FLOOD MIT-Oak Grove Area	46035305107358	Flood Mitigation	2,200.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-58 - Total	12,968.49						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107359	Flood Mitigation	-3,297.00	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46035305107359	Paving	34,291.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-59 - Total	30,994.00						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107361	Miscellaneous	1,853.50	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-61 - Total	1,853.50						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107362	Watermain	11,770.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-62 - Total	11,770.00						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107363	Sanitary Sewer	3,453.20	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-63 - Total	3,453.20						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107368	Paving	3,626.25	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-68 - Total	3,626.25						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107369	Flood Mitigation	2,214.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
FM19F1	FLOOD MIT-Oak Grove Area	46035305107369	Flood Mitigation	21,838.25	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-69 - Total	24,052.25						
FM19F1	FLOOD MIT-Oak Grove Area	46035305107399	Adjustments	-69,000.00	319981	FM19F1 Est #9	06/09/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #9	35
FM19F1	FLOOD MIT-Oak Grove Area	46035305107399	Adjustments	-48,000.00	321226	FM19F1 Est #10	08/11/2022	MEYER CONTRACTING INC	Flood Mitigation - Oak Grove - Pmt #10	36
			460-3530-510.73-99 - Total	-117,000.00						
FM19F1 - Total				187,459.43						
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	BRAUN INTERTEC CORP	1,064.75	946	06/15-06/27/22	07/05/2022	P CARD BMO	Univ Ave Floodwall - Geotech evaluation	52
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	BRAUN INTERTEC CORP	1,018.00	952	07/15-07/27/22	08/05/2022	P CARD BMO	Univ Ave Floodwall - Geotech evaluation	53
			460-3530-510.38-99 - Total	2,082.75						
FM19H0 - Total				2,082.75						
FM21A0	FLOOD MIT-RR Erosion S/Univ	46035305103305	RED RIVER EROSION PROTECT	18,290.00	0	60694		HOUSTON ENGINEERING INC	Red River Erosion Protection and Bank Stabilization - Pmt #9	54
			460-3530-510.33-05 - Total	18,290.00						
FM21A0 - Total				18,290.00						
FM22B1	FLOOD MIT-Geo Tech Design	46000002062000	Retainage and Retainage R	-1,592.72	321522	FM22B1 #1 039	08/25/2022	CC STEEL, LLC	Lift Station #15 - Pmt #1	38
			460-0000-206.20-00 - Total	-1,592.72						
FM22B1	FLOOD MIT-Geo Tech Design	46035305103899	MASTER PADLOCK ENGINEERIN	73.80	319219	2-62588	05/05/2022	CURTS LOCK & KEY SERVICE INC	Master Padlock	20
FM22B1	FLOOD MIT-Geo Tech Design	46035305103899	FEDEX 91258536	36.10	942	05/28-06/14/22	07/05/2022	P CARD BMO	6	
FM22B1	FLOOD MIT-Geo Tech Design	46035305103899	REROUTE ELECTRIC SERVICE	1,117.06	320907	JC17840	07/28/2022	JDP ELECTRIC INC	Reroute Electrical Services	37
			460-3530-510.38-99 - Total	1,226.96						
FM22B1	FLOOD MIT-Geo Tech Design	46035305105410	THE FORUM	447.12	950	06/28-07/14/22	08/05/2022	P CARD BMO	Bid advertising	56
			460-3530-510.54-10 - Total	447.12						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107358	Site #1: Lift Station #15	12,864.38	321522	FM22B1 #1 019	08/25/2022	CC STEEL, LLC	Lift Station #15 - Pmt #1	38
			460-3530-510.73-58 - Total	12,864.38						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107359	Site #1: Lift Station #15	500.00	321522	FM22B1 #1 021	08/25/2022	CC STEEL, LLC	Lift Station #15 - Pmt #1	38
			460-3530-510.73-59 - Total	500.00						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107366	Site #1: Lift Station #15	2,640.00	321522	FM22B1 #1 020	08/25/2022	CC STEEL, LLC	Lift Station #15 - Pmt #1	38
			460-3530-510.73-66 - Total	2,640.00						
FM22B1	FLOOD MIT-Geo Tech Design	46035305107369	Site #1: Lift Station #15	15,850.00	321522	FM22B1 #1 022	08/25/2022	CC STEEL, LLC	Lift Station #15 - Pmt #1	38
			460-3530-510.73-69 - Total	15,850.00						
FM22B1 - Total				31,935.74						
FM22B2	FLOOD MIT-Geo Tech Design	46035305103305	STS LS #15 STRUCT MODIF	4,862.50	319568	10166640	05/19/2022	KLJ ENGINEERING, LLC	Lift Station #15 - Structural modification	39
FM22B2	FLOOD MIT-Geo Tech Design	46035305103305	STS LS #15 STRUCT MODIFIC	5,746.50	319568	10167777	05/19/2022	KLJ ENGINEERING, LLC	Lift Station #15 - Structural modification	39
FM22B2	FLOOD MIT-Geo Tech Design	46035305103305	STS LS #15 STRUCT MODIFIC	2,206.00	319966	10168856	06/09/2022	KLJ ENGINEERING, LLC	Lift Station #15 - Structural modification	40
FM22B2	FLOOD MIT-Geo Tech Design	46035305103305	STRUCTURAL MODIFICATIONS	840.00	320916	10170536	07/28/2022	KLJ ENGINEERING, LLC	Lift Station #15 - Structural modification	41
			460-3530-510.33-05 - Total	13,455.00						
FM22B2 - Total				13,455.00						
FM22B3	FLOOD MIT-ElectricalDesign	46035305103305	PROFESSIONAL SERVICES	9,062.50	319507	14085	05/19/2022	APEX ENGINEERING GROUP INC	Electrical Engineering	42
			460-3530-510.33-05 - Total	9,062.50						
FM22B3 - Total				9,062.50						
FM22C1	FLOOD MIT-Lift Stain55/56	46035305105410	THE FORUM	434.97	937	05/15-05/27/22	06/05/2022	P CARD BMO	51709 BIDS WANTED	55
			460-3530-510.54-10 - Total	434.97						
FM22C1 - Total				434.97						
FM22C2	FLOOD MIT-Lift Stain55/56	46000002062000	Retainage and Retainage R	-30,420.75	321207	FM22C2 #1 037	08/11/2022	KEY CONTRACTING INC	Drain 27 - Lift Stations 55 & 56 - Pay App #1	18
			460-0000-206.20-00 - Total	-30,420.75						
FM22C2	FLOOD MIT-Lift Stain55/56	46035305107358	Lift Station #56	237,240.00	321207	FM22C2 #1 004	08/11/2022	KEY CONTRACTING INC	Drain 27 - Lift Stations 55 & 56 - Pay App #1	18
			460-3530-510.73-58 - Total	237,240.00						
FM22C2	FLOOD MIT-Lift Stain55/56	46035305107366	Miscellaneous	5,900.00	321207	FM22C2 #1 005	08/11/2022	KEY CONTRACTING INC	Drain 27 - Lift Stations 55 & 56 - Pay App #1	18
			460-3530-510.73-66 - Total	5,900.00						
FM22C2	FLOOD MIT-Lift Stain55/56	46035305107369	Miscellaneous	354,275.00	321207	FM22C2 #1 006	08/11/2022	KEY CONTRACTING INC	Drain 27 - Lift Stations 55 & 56 - Pay App #1	18
FM22C2	FLOOD MIT-Lift Stain55/56	46035305107369	Paving	11,000.00	321207	FM22C2 #1 007	08/11/2022	KEY CONTRACTING INC	Drain 27 - Lift Stations 55 & 56 - Pay App #1	18
			460-3530-510.73-69 - Total	365,275.00						
FM22C2 - Total				577,994.25						
FM22C3	FLOOD MIT-Lift Stain55/56	46000002062000	Retainage and Retainage R	-2,472.00	321264	FM22C3 #1 036	08/11/2022	RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #1	43
FM22C3	FLOOD MIT-Lift Stain55/56	46000002062000	Retainage and Retainage R	-723.00	321777	FM22C3 #2 027		RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #2	57
			460-0000-206.20-00 - Total	-3,195.00						
FM22C3	FLOOD MIT-Lift Stain55/56	46035305107358	Lift Station #55 Electric	22,800.00	321264	FM22C3 #1 003	08/11/2022	RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #1	43
FM22C3	FLOOD MIT-Lift Stain55/56	46035305107358	Lift Station #56 Electric	23,140.00	321264	FM22C3 #1 002	08/11/2022	RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #1	43

FM22C3	FLOOD MIT-Lift Staln55/56	46035305107358	Lift Station #55 Electric	9,120.00	321777	FM22C3 #2 020		RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #2	57
FM22C3	FLOOD MIT-Lift Staln55/56	46035305107358	Lift Station #56 Electric	5,340.00	321777	FM22C3 #2 021		RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #2	57
			460-3530-510.73-58 - Total	60,400.00						
FM22C3	FLOOD MIT-Lift Staln55/56	46035305107360	Electrical	3,500.00	321264	FM22C3 #1 001	08/11/2022	RICK ELECTRIC INC	Drain 27 Lift Stations 55 & 56 - Electrical - Pmt #1	43
			460-3530-510.73-60 - Total	3,500.00						
FM22C3 - Total				60,705.00						
NR19B1	STORM LIFT RHAB #24	46035305107358	PKG PAY APP #22-DA SHARE	95,481.00	WP05220011	WP05220011	05/16/2022	City of Fargo	Storm water portion of pay app #22	44
NR19B1	STORM LIFT RHAB #24	46035305107358	PKG PAY APP #23-DA SHARE	57,375.00	WP06220026	WP06220026	06/27/2022	City of Fargo	Storm water portion of pay app #23	45
NR19B1	STORM LIFT RHAB #24	46035305107358	PKG PAY APP #26-DA SHARE	11,880.00	WP08220026	WP08220026	08/31/2022	City of Fargo	Storm water portion of pay app #26	46
			460-3530-510.73-58 - Total	164,736.00						
NR19B1 - Total				164,736.00						
NR23A0	STRM LFT RHAB DR 27 /38 S	46035305103305	STORM SEWER LIFT STATION	40,797.14	319411	0059164	05/12/2022	HOUSTON ENGINEERING INC	Lift Stations 47 & 48 - Pmt #2	47
NR23A0	STRM LFT RHAB DR 27 /38 S	46035305103305	STORM SEWER LIFT STATION	25,380.28	321404	60695	08/18/2022	HOUSTON ENGINEERING INC	Lift Stations 47 & 48 - Pmt #3	21
			460-3530-510.33-05 - Total	66,177.42						
NR23A0 - Total				66,177.42						
Overall - Total				2,937,834.30						

Sep 1, 2022

1

11:26:56 AM



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

September 8, 2022
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	\$400,038.00
-----------------------	--------------

We respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

Clay County Government Center
3510 12th Ave S
PO Box 280
Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

Vendor	Invoice Date		Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
The Title Co.	8/19/22	oin 1648 english purchase	\$400,038.00		8/19/22	8/19/22	906532	9/8/2022
		Total Request	\$400,038.00					



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

August 23, 2022
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	\$166,332.49
-----------------------	--------------

We respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

Clay County Government Center
3510 12th Ave S
PO Box 280
Moorhead, MN 56560

FM Diversion MCCJPA invoices

Processed

Vendor	Invoice Date		Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Clay County Union	6/13/22	JPA meeting	\$22.00	2485	7/22/22	7/27/22		8/23/2022
Lake Region Electric Coop	7/8/22	svc 184 180th ave s	\$107.36		7/19/22	7/27/22	108924	8/23/2022
Red River Valley Coop	7/6/22	svc 13689 3rd st s	\$92.61		7/22/22	7/27/22	527067	8/23/2022
Red River Valley Coop	7/6/22	svc 15253 3rd st w	\$268.60		7/22/22	7/27/22	527067	8/23/2022
Red River Valley Coop	7/6/22	svc 803 140th ave s	\$48.02		7/22/22	7/27/22	527067	8/23/2022
SRF Consulting Group	6/30/22	prof svc thru 6/30/22	\$33,123.50	13820.00-21	7/19/22	7/27/22	108943	8/23/2022
Building & Grounds Management	7/11/22	prof svcs	\$425.00	8115	7/18/22	8/3/22	108961	8/23/2022
Ohnstad Twichell	6/21/22	Southern embankment	\$623.50	183158	7/20/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	Upstream mitigation	\$14,924.00	183411	7/21/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	general 2022	\$1,046.50	183159	7/20/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	relocation appeal kragerud	\$600.00	183160	7/20/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	relocation appeal dubois & bu	\$637.50	183161	7/20/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	relocation appeal buth	\$637.50	183162	7/20/22	8/3/22	108999	8/23/2022
Ohnstad Twichell	6/21/22	relocation appeal leech	\$637.50	183163	7/20/22	8/3/22	108999	8/23/2022
Compass Land Consultants	8/1/22	appraisals oin 1324 & 5177	\$8,000.00	22072-1	8/4/22	8/10/22	109079	8/23/2022
ProSource Technologies	6/30/22	Prof svcs thru 6/30/22	\$12,557.34	47029	7/30/22	8/10/22	527210	8/23/2022
Title Co	8/11/22	flowage easement OIN 7103	\$11,093.00			8/11/22	TBD	8/23/2022
Title Co	8/11/22	flowage easement Affield	\$6,832.00			8/11/22	TBD	8/23/2022
Lake Region Electric Coop	8/4/22	svc 184 180th ave s	\$68.20		8/12/22	8/17/22	109215	8/23/2022
Clay County Union	7/18/22	JPA meeting	\$22.00	2513	8/16/22	8/24/22	527373	8/23/2022
Ohnstad Twichell	8/2/22	enviro monitoring	\$19.00	183642	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	Upstream mitigation	\$12,767.50	183643	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	Southern embankment	\$489.00	183644	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	general 2022	\$561.67	183645	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	relocation appeal kragerud	\$7,060.82	183646	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	relocation appeal dubois & bu	\$8,233.64	183647	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	relocation appeal buth	\$7,131.14	183648	8/13/22	8/24/22	109309	8/23/2022
Ohnstad Twichell	8/2/22	relocation appeal leech	\$6,756.13	183649	8/13/22	8/24/22	109309	8/23/2022
ProSource Technologies	7/31/22	prof svcs thru 7/30/22	\$10,931.20	47085	8/12/22	8/24/22	527398	8/23/2022
Red River Valley Coop	8/3/22	svc 13689 3rd st s	\$86.81		8/16/22	8/24/22	527401	8/23/2022
Red River Valley Coop	7/6/22	svc 15253 3rd st w	\$261.59		8/16/22	8/24/22	527401	8/23/2022
Red River Valley Coop	7/6/22	svc 803 140th ave s	\$52.61		8/16/22	8/24/22	527401	8/23/2022
SRF Consulting Group	7/31/22	Prof svcs thru 7/31/22	\$20,215.25	13820.00-22	8/16/22	8/24/22	109326	8/23/2022
		Total Request	\$166,332.49					

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395

JTS Invoice # 184370

Flood Diversion Board
Bond Counsel Work - PPP

Date: September 13, 2022

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	82.3	\$375.00	\$30,862.50
CMM	0.5	\$375.00	\$187.50
LDA	6.6	\$375.00	\$2,475.00
KJS	66.1	\$375.00	\$24,787.50
TJL	18.3	\$375.00	\$6,862.50
JRS	4.0	\$310.00	\$1,240.00
KJD	44.6	\$300.00	\$13,380.00
DCP	8.1	\$320.00	\$2,592.00
JAM	0.3	\$275.00	\$82.50
MAN	5.8	\$225.00	\$1,305.00
AJR	20.8	\$205.00	\$4,264.00
KMM	2.0	\$95.00	\$190.00
Total Fees:	259.4		\$88,228.50
Westlaw			\$61.97
Prof Service Fee Gwendolyn			\$10,000.00
*Credit Card Processing Fee - 3%			\$300.00
Travel/Mileage			\$1,329.35
Total Expenses:			\$11,691.32
Grand Total			\$99,919.82

	Rates
JTS John T. Shockley, Partner, Supervising Attorney	\$375.00
CMM Christopher M. McShane, Partner	\$375.00
ADC Andrew D. Cook, Partner	\$375.00
SNW Sarah M. Wear, Partner	\$375.00
LDA Lukas D. Andrud, Partner	\$375.00
RGH Robert G. Hoy, Partner	\$375.00
KJS Katie J. Schmidt, Partner	\$375.00
MWM Marshall W. McCullough, Partner	\$375.00
TJL Tyler J. Leverington, Partner	\$375.00
LWC Lukas W. Croaker, Associate	\$330.00
ABG Bo Gruchala, Associate	\$320.00
JRS J.R. Strom, Associate	\$310.00
KJD Kathryn J. DelZoppo, Associate	\$300.00
LRC Leah R. Carlson, Associate	\$320.00
BTB Brent T. Boeddeker, Associate	\$330.00
DCP David C. Piper, Associate	\$320.00
JAM Jenna A. McPherson, Associate	\$275.00
SJH Stephen J. Hilfer, Associate	\$225.00
MAN Morgan A. Nyquist, Associate	\$225.00
CAS Carol A. Stillwell, Paralegal	\$205.00
AJR Andrea J. Roman, Paralegal	\$205.00
CRD Christie R. Dettling, Paralegal	\$185.00
KK Kiara J. Klinkhammer, Paralegal	\$185.00
TWS Tim W. Steuber, Paralegal	\$190.00
MRH Meghan R. Hockert, Paralegal	\$185.00
ATW Amy T. White, Paralegal	\$185.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$160.00
KMM Karla M. Maertens, Legal Administrative Assistant	\$95.00

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

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

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 184370		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$29,359.00	
151395-5	Consultant Contract Review/Development	\$914.00	
151395-9	Environmental Permitting Issues/NEPA	\$525.00	
151395-10	Insurance Issues	\$3,140.00	
151395-12	USACE Interface/Questions	\$958.50	
151395-13	Third Party Utility MOU's	\$29,984.50	
151395-17	EPA WIFIA Loan	\$300.00	
151395-18	SRF Loan Application	\$102.50	
151395-19	USACE WIFIA	\$4,552.50	
151395-22	SRF Loans	\$348.00	
151395-23	PRAM	\$416.00	
151395-24	P3 Implementation	\$17,628.50	
TOTAL		\$88,228.50	



PO Box 1197
 Jamestown, ND
 58402

Date	Invoice #
6/28/2022	1420

Bill To
City of Comstock P.O. Box 39 Comstock, MN 56525

8/15 218 585-4112
 comstockcc@aol.com

Phone: 701.952.5544

Email: colleen@mainsaverinc.com

Project Number	Terms
	Net 30

Quantity	Item Code	Description	Price Each	Amount
		Project: Wastewater Collection System Evaluation (PD#22-8043)		
1	Mobilization	Mobilization	900.00	900.00
7	Manhole Inspection	Manhole Access - Buried	149.00	1,043.00
6,938	Cleaning	Cleaning	0.99	6,868.62
4,530	Televising	Televising	0.69	3,125.70
1	Cleaning	Lift Station Cleaning	350.00	350.00
2	Cleaning	Confined Space Entry	250.00	500.00
4	Manhole Inspection	Looking for Manholes	250.00	1,000.00

Terms are Net 30 unless other Contract terms apply. Late payments will be assessed Finance Charges of 1.5% per month.

Total	\$13,787.32
--------------	--------------------

Invoice

1742 160th St
 Wolverton, MN 56594

Date	Invoice #
6/27/2022	41455-41459

Bill To
Pleasant Township c/o Nicole Bice 305 7th St Hickson, ND 58047

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
244	Cl.5 delivered to In Sec 36	17.20	4,196.80
204	Cl.5 delivered to In Sec 25	17.20	3,508.80
68	Cl.5 delivered to S of Sec 36	17.20	1,169.60
212	Cl.5 delivered to Sec 34-35	17.20	3,646.40
216	Cl.5 delivered to Sec 26-27	17.20	3,715.20
Reimbursement covers the \$3,000 outlined in Section 10.01 of the MOU. The additional amount was also agreed upon as a standard reimbursement, payment recommended for \$11,236.80.			
			Deduct \$5,000 for permit fee Total Due \$11,236.80
Thank you for your business.		Total	\$16,236.80

CASS COUNTY GOVERNMENT
PO BOX 2806
211 9th STREET SOUTH
Fargo, ND 58108

(701) 241-5600

DATE: 9/06/22

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

CUSTOMER NO: 198/294

TYPE: CA - FINANCE OFFICE

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	8/11/22	BEGINNING BALANCE			96,031.72
AUDIT	9/06/22	FM DIVERSION			86,941.04
		PAYROLL EXPENSES	Employee agreements in place		
AUDIT	9/06/22	FM DIVERSION	Submitted for approval at Sept board mtg		5,285.33
		MISC EXPENSES			(\$9,083.68)
	9/06/22	PAYMENT	Refund applied for prepaid books		96,031.72
				Total	\$81,655.71

Current	30 days	60 days	90 days
81655.71			

DUE DATE: 10/06/22

PAYMENT DUE: 81,655.71
TOTAL DUE: \$81,655.71

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/06/22 DUE DATE: 10/06/22 NAME: CITY OF FARGO
CUSTOMER NO: 198/294 TYPE: CA - FINANCE OFFICE

REMIT AND MAKE CHECK PAYABLE TO:
CASS COUNTY FINANCE
211 9TH ST S
PO BOX 2806
FARGO ND 58108-2806
(701) 241-5606

TOTAL DUE: \$81,655.71

LIES, BULLIS & HATTING, PLLP

Attorneys at Law
 610 Second Ave. N., P.O. Box 275
 Wahpeton, ND 58074-0275
 Phone: (701) 642-8055

City of Christine
 ATTN: City Auditor
 P.O. Box 1241
 Christine, ND 58015-1241

March 24, 2022

In Reference To: General Business - #5869
 Invoice # 61932

Professional Services

	<u>Amount</u>
2/20/2022 BLH Review New Material from Attorney	
2/22/2022 BLH Drafting Agreement	
3/1/2022 BLH Drafting Agreement	
3/3/2022 BLH Drafting Agreement	
3/7/2022 BLH Review New Material from Attorney	
3/8/2022 BLH Email Mayor	
BLH Review New Material from Attorney	
3/9/2022 BLH Telephone Conference with Mayor	
BLH Email Consulting Engineer	
For professional services rendered	\$1,260.00
Previous balance	\$4,283.46
Accounts receivable transactions	
3/14/2022 Payment - thank you. Check No. 6455	(\$4,283.46)
Total payments and adjustments	(\$4,283.46)
Balance due	<u><u>\$1,260.00</u></u>

Transactions are normally billed between the 16th of the previous month through the 15th of this month.

Full payment due within thirty (30) days of the date of this invoice. All balances outstanding on accounts after this period are subject to a late payment charge in the amount of 1.5 percent per month.

We accept Visa, MasterCard and Discover Card.

LIES, BULLIS & HATTING, PLLP

Attorneys at Law
610 Second Ave. N., P.O. Box 275
Wahpeton, ND 58074-0275
Phone: (701) 642-8055

*Approved
City of
Christine*

City of Christine
ATTN: City Auditor
P.O. Box 1241
Christine, ND 58015-1241

May 24, 2022

In Reference To: General Business - #5869
Invoice # 62408

Professional Services

	<u>Amount</u>
5/11/2022 BLH Email Consulting Engineer For professional services rendered	<u>\$20.00</u>
Previous balance	\$1,260.00
Accounts receivable transactions	
4/18/2022 Payment - thank you. Check No. 6462	<u>(\$1,260.00)</u>
Total payments and adjustments	<u>(\$1,260.00)</u>
Balance due	<u><u>\$20.00</u></u>

Transactions are normally billed between the 16th of the previous month through the 15th of this month.

Full payment due within thirty (30) days of the date of this invoice. All balances outstanding on accounts after this period are subject to a late payment charge in the amount of 1.5 percent per month.

We accept Visa, MasterCard and Discover Card.

LIES, BULLIS & HATTING, PLLP

Attorneys at Law
610 Second Ave. N., P.O. Box 275
Wahpeton, ND 58074-0275
Phone: (701) 642-8055

*Approved
JCH*

City of Christine
ATTN: City Auditor
P.O. Box 1241
Christine, ND 58015-1241

July 21, 2022

In Reference To: General Business - #5869
Invoice # 62890

Professional Services

	<u>Amount</u>
7/11/2022 BLH Email Attorney	
7/12/2022 BLH Email Attorney	
BLH Telephone Conference with Mayor	
BLH Email Consulting Engineer	
7/13/2022 BLH Email Consulting Engineer	
BLH Email Attorney	
7/14/2022 BLH Telephone Conference with Attorney	
For professional services rendered	<u>\$280.00</u>
Previous balance	\$20.00
Balance due	<u><u>\$300.00</u></u>

Transactions are normally billed between the 16th of the previous month through the 15th of this month.

Full payment due within thirty (30) days of the date of this invoice. All balances outstanding on accounts after this period are subject to a late payment charge in the amount of 1.5 percent per month.

We accept Visa, MasterCard and Discover Card.



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Authority Board Meeting

SEPTEMBER 22, 2022

Contracting Actions

Joel Paulsen

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
Task Order 04, Amendment 0 – Utility Relocation – power line modifications to overhead 230,000 kV transmission line for future construction of SE-2B.	Minnkota Power Cooperative, Inc.	\$465,000



Executive Director Contracting Recommendation

1. Recommendation for action:

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

2. Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended December 16, 2021 the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Task Orders and Task Order amendments for existing Master Utility Relocation Agreements (MURA) and submit them to the Member Entity Technical Representatives and the Executive Director. The Member Entity Technical Representatives will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review. The Executive Director shall thereafter submit this Task Order Amendment along with a recommendation to the Finance Committee for review. The Finance Committee will submit its recommendation to the Diversion Authority Board for review and approval.

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

Minnkota Power Cooperative, Inc Task Order 04 Amendment 0 Frontier to Wahpeton 230 kV Line Raise	\$465,000.00
<ul style="list-style-type: none"> • Line modifications to overhead 230,000 kV transmission line for future construction of the SE-2B 	

3. Reason why it is required

The purpose of this Task Order Amendment is for line modifications to Minnkota Power Cooperative’s overhead 230,000 kV transmission line for future construction of the Southern Embankment in the area roughly described as the NE quarter of T 138 R49 Section 28 of Cass County as part of the FM Area Diversion Project. Line modifications proposed are between Minnkota Power Cooperative structure 71 to 76A on the overhead line from Frontier substation to Wahpeton substation. This line modification will be managed, designed and constructed utilizing contract Minnkota Power Cooperative personnel, material and Equipment. The work will include:

1. Removal of 4 existing wood H-frame structures.
2. Installation of 4 new steel H-frame structures. Structures #72, 73, 74 and 75 will be 95’, 105’, 100’ and 90’ in height, respectively.
3. Recoating the bottom and an additional 15 of coating to cover the pole in the area that would be inundated by water during major flood events.
4. Engineering and Surveying.

Governance Doc Ref:	Form Ref: 604 PMC SCA - EDCR	Aconex Reference:	Date: 06/17/2022	Revision: 00
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604 PMC SCA - EDCR



4. Background and discussion:

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

In accordance with Section 2.01 of the Master Utility Relocation Agreement by and between the Metro Flood Diversion Authority (the "Authority") and Minnkota Power Cooperative (the "Utility") dated September 23, 2021 (the "Agreement"), the Authority and the Utility agree to engage in the above described services.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
Task Order 04 Amendment 0	0.00	465,000.00	10/1/2022	12/31/2022	Initial Scope of work
Total	0.00	465,000.00			

5. Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2023	CN-4010	465,000.00	465,000.00	0.00	465,000.00	
Totals		465,000.00	465,000.00	0.00	465,000.00	

6. Attachments:

- Task Order 04 Amendment 0

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

Governance Doc Ref:	Form Ref:	Aconex Reference:	Date:	Revision:
	604 PMC SCA - EDCR		06/17/2022	00

604 PMC SCA - EDCR



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

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

Approved by: Joel Paulsen, Executive Director

Date: 9/14/2022

Governance Doc Ref:	Form Ref:	Aconex Reference:	Date:	Revision:
	604 PMC SCA - EDCR		06/17/2022	00



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Authority Board Meeting

September 22, 2022

MOU and Agreement Actions for
Consideration

John Shockley

Master Utility Relocation Agreement (MURA)

(ACTION)



MURA Parties	Project	MOU Cost and Summary
MLGC & MFDA MURA	SEAI & UMA	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 the Agreement.

Memorandum of Understanding (MOU) (ACTION)



MOU Parties	Project	MOU Cost and Summary
Nothing for Consideration		

MASTER UTILITY RELOCATION AGREEMENT

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

GRIGGS COUNTY TELEPHONE CO.

d/b/a MLGC AND MLGC, LLC

Dated as of September __, 2022

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 E - AUTHORITY INVOICING REQUIREMENTS**

MASTER UTILITY RELOCATION AGREEMENT

THIS MASTER UTILITY RELOCATION AGREEMENT (the “Agreement”) is made and entered into this ___ day of September, 2022 (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 4787 Amber Valley Parkway S., Suite A, Fargo, ND 58102 (the “Authority”), and Griggs County Telephone Co. d/b/a MLGC and MLGC, LLC (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).

“**Agreement**” means this **Master Utility Relocation Agreement**.

“**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.

“**Betterment**” means any upgrading of utility that is not attributable to or made necessary by the **Project**, made for the benefit of and at the election of the **Utility**. The following are not considered **Betterments**: (a) replacement devices or materials of equivalent standards, though not identical; (b) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size; or (c) any upgrading required by applicable law or regulation.

“**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.

“**Commercially Reasonable 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 **Commercially Reasonable Efforts** does not mean a duty to take action that would be in violation of applicable federal or state law.

“**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 **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**.

“Future Facilities” means new utility infrastructure constructed and installed by the **Utility** after the **Effective Date**.

“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 U.S. 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 **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 **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 Griggs County Telephone Co. d/b/a MLGC and MLGC, LLC.

“**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, Minnesota.**

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 (10) 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 Sections 9.01 (a) and 9.04 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)	Location	Existing Crossing Type/Info	Other Attributes	Right-of-Way Document	State
6.137-48	SE-3	N/S Fiber Line – East of 81		County Permit (no document number)	
Various	UMA	From Oxbow and North along 81			

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 FUTURE FACILITIES. The **Authority** recognizes the **Utility’s** ongoing responsibility to provide new service and the fluid nature of developing utility infrastructure. In the event the **Utility** installs additional **Future Facilities**, the **Utility** shall inform the **Authority** within ninety (90) days of installation, by providing updated infrastructure mapping and locations for the **Future Facilities**. If approved by the **Authority**, the **Future Facilities** shall be considered **Prior Property Interests**, eligible for reimbursement pursuant to this **Agreement**, if a **Relocation** would be required before the **Comprehensive Project** is completed.

Section 3.05 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 3.06 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**, except as provided in Section 3.04, whereby **Future Facilities** may be considered **Prior Property Interests**, eligible for reimbursement pursuant to this **Agreement**, if a **Relocation** would be required be the **Comprehensive Project** is completed.

Section 4.02 REQUESTS FOR RELIEF. Within thirty (30) calendar days of **Utility Adjustment Completion**, the **Utility** may file a written request with the **Authority** requesting reimbursement for the 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 explanation 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 **Utility** shall, to the extent it has authority to do so, grant the **Authority** 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 jointly determined by the **Utility** and **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**.

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** 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 identified in a **Task Order** pertaining to the utility infrastructure, the **Utility Relocation Project**, or the **Project**, provided to **Utility** by the **Authority**. **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. The **Parties** recognize that, to the extent the **Utility Relocation Project** depends upon the acquisition of additional right-of-way, the **Utility's** ability to complete the **Utility Relocation Project** is contingent upon the acquisition of such rights. Should the **Utility** require additional right-of-way to complete the **Utility Relocation Project**, the **Utility** shall notify the **Authority** of said need as soon as reasonably possible after discovering the need. The **Utility** and the **Authority** shall thereafter collaborate to determine the process for acquisition of such rights. The **Utility** may pursue such additional right-of-way on terms acceptable to the **Utility**, which shall exercise **Commercially Reasonable Efforts** to keep costs low, the **Utility** may also request that the **Authority** acquire such rights for **Utility** and, ultimately, the **Authority** shall use its **Best Efforts** to acquire the necessary right-of-way. The **Utility** shall be responsible for the acquisition of any additional right-of-way needed to accommodate betterments, subject to the exclusions from the definition of betterments as set forth in Section 8.07. In the event the **Utility Relocation Project** directly or indirectly causes the **Utility** to acquire

additional property interests, the **Utility** shall use reasonable efforts to limit the cost of acquiring such property interests. In the event neither **Utility** nor the **Authority** are able to reasonably acquire right-of-way required to accommodate the **Utility Relocation Project**, the **Parties** shall coordinate as soon as reasonably practicable to redesign the **Relocate** via the process for design and approval provided in Section 7.06 of this **Agreement**.

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 Documents 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, including re-negotiation of this **Agreement** if necessary.

Section 7.10 ADJUSTMENTS TO THE UTILITY ADJUSTMENT WORK. Any changes or modifications to the **Construction Documents 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 7.09 and 7.10. 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 Article XIII 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**.

Section 7.15 DATA PROTECTION. The **Authority** agrees to protect security and privacy of all data and documents provided by the **Utility** with respect to this **Agreement** consistent with state and federal law.

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 prior to approval under Section VII.

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 increased costs and expenses of **Betterments** installed during the **Utility Relocation Project**, unless the **Authority** executes a subsequent written agreement to pay for a **Betterment**. For purposes of this **Utility Relocation Project**, none of the following shall be considered **Betterments**: (a) replacement devices or materials of equivalent standards, though not identical; (b) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size; or (c) any upgrading required by applicable law or regulation. In the event the **Utility** makes a **Betterment**, the **Authority** shall be responsible for the cost of replacement devices or materials of equivalent standards and the **Utility** shall be responsible for any increased costs above the cost of replacement devices or materials of equivalent standards. The **Utility** shall provide the **Authority** with a document containing the cost differential between the existing material and the cost of the upgraded material as to document the proposed change and cost contribution by the **Utility** for incremental upgrade.

**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. The **Authority** shall assist the **Utility** and fully cooperate with the **Utility** to secure any necessary **USACE** 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 **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 ordinary maintenance it intends to do within the **Project Footprint**. Nothing in this **Agreement** shall preclude **Utility's** emergency access within the **Project Footprint**; in the event of emergency access, **Utility** shall, if time and circumstances allow, attempt to notify the **Authority**.
- 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 action necessary to stop on-going damage to the **SEAI**, but under no circumstance may **Authority** impair the **Utility's** service.

- 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. Damage to Utility Property. Should **Authority** property malfunction, deconstruct, or otherwise cause damage to the **Utility Property**, the **Authority** shall take immediate action to stop on-going damage to the **Utility** property and will consult with the **Utility** on how to repair all damage that occurs.
- j. 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 and at **Authority**'s sole expense. 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**. The **Authority** shall assist the **Utility** and fully cooperate with the **Utility** to secure any necessary **USACE** approval. 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; only five (5) days written notice is required for failure to make payment in accordance with Section VIII. 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 11.03 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, 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, 11.03, 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 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 11.06 LEGAL FEES. Each **Party** will be responsible for their own attorney's fees in connection with a dispute under this Article.

Section 11.07 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 4th Street North, Suite 300
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
4784 Amber Valley Parkway S.
Fargo, North Dakota 58104

and

APInvoicesFMDiv@jacobs.com
PaulsenJ@FMDiversion.gov

- 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:

Griggs County Telephone Co. d/b/a MLGC and MLGC, LLC
Attention: Tyler Kilde, President
PO Box 66
Enderlin, ND 58027
(701) 437-9209

- 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 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 13.06 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 13.07 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 **SWDCAI**.

Section 13.08 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 13.09 MODIFICATIONS. Any modifications or amendments to this **Agreement** must be in writing and signed by both **Parties** to this **Agreement**.

Section 13.10 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 13.11 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 13.12 HEADINGS. Headings in this **Agreement** are for convenience only and will not be used to interpret or construe its provisions.

Section 13.13 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 13.14 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 13.15 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 13.16 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 D** 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 13.17 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 13.18 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 13.19 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 13.20 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 13.21 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

Chad Peterson, Chair

Joel Paulsen, Executive Director

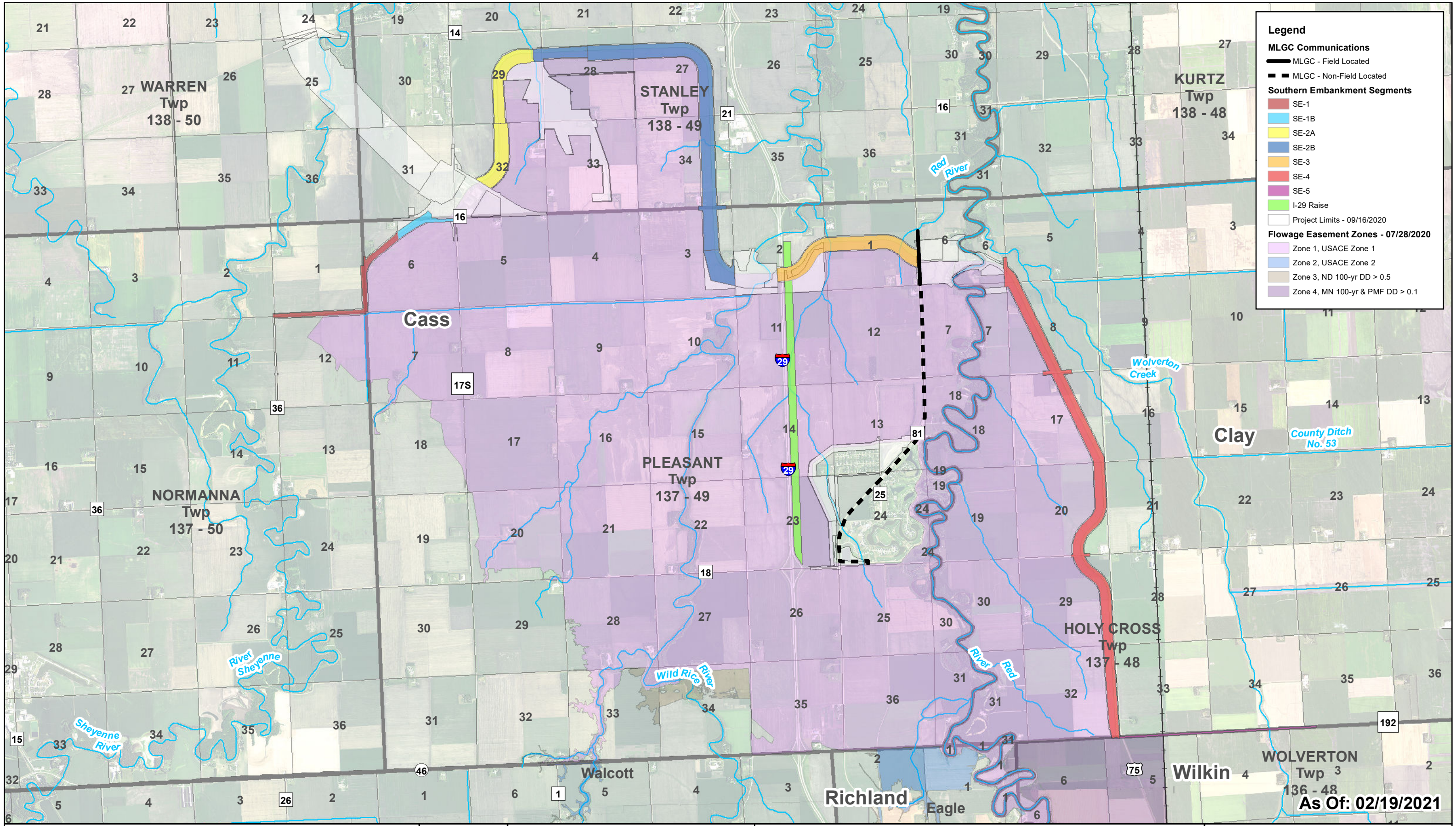
ATTEST:

Dawn Lindblom, Secretary

UTILITY:

Griggs County Telephone Co. d/b/a MLGC
and MLGC, LLC

Tyler Kilde, President



Legend

MLGC Communications

- MLGC - Field Located
- MLGC - Non-Field Located

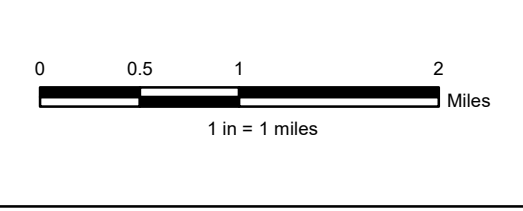
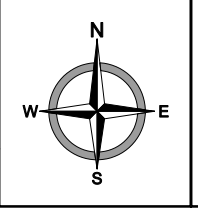
Southern Embankment Segments

- SE-1
- SE-1B
- SE-2A
- SE-2B
- SE-3
- SE-4
- SE-5
- I-29 Raise
- Project Limits - 09/16/2020

Flowage Easement Zones - 07/28/2020

- 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

**MLGC COMMUNICATIONS
FLOWAGE EASEMENT AREA
FM AREA DIVERSION PROJECT**

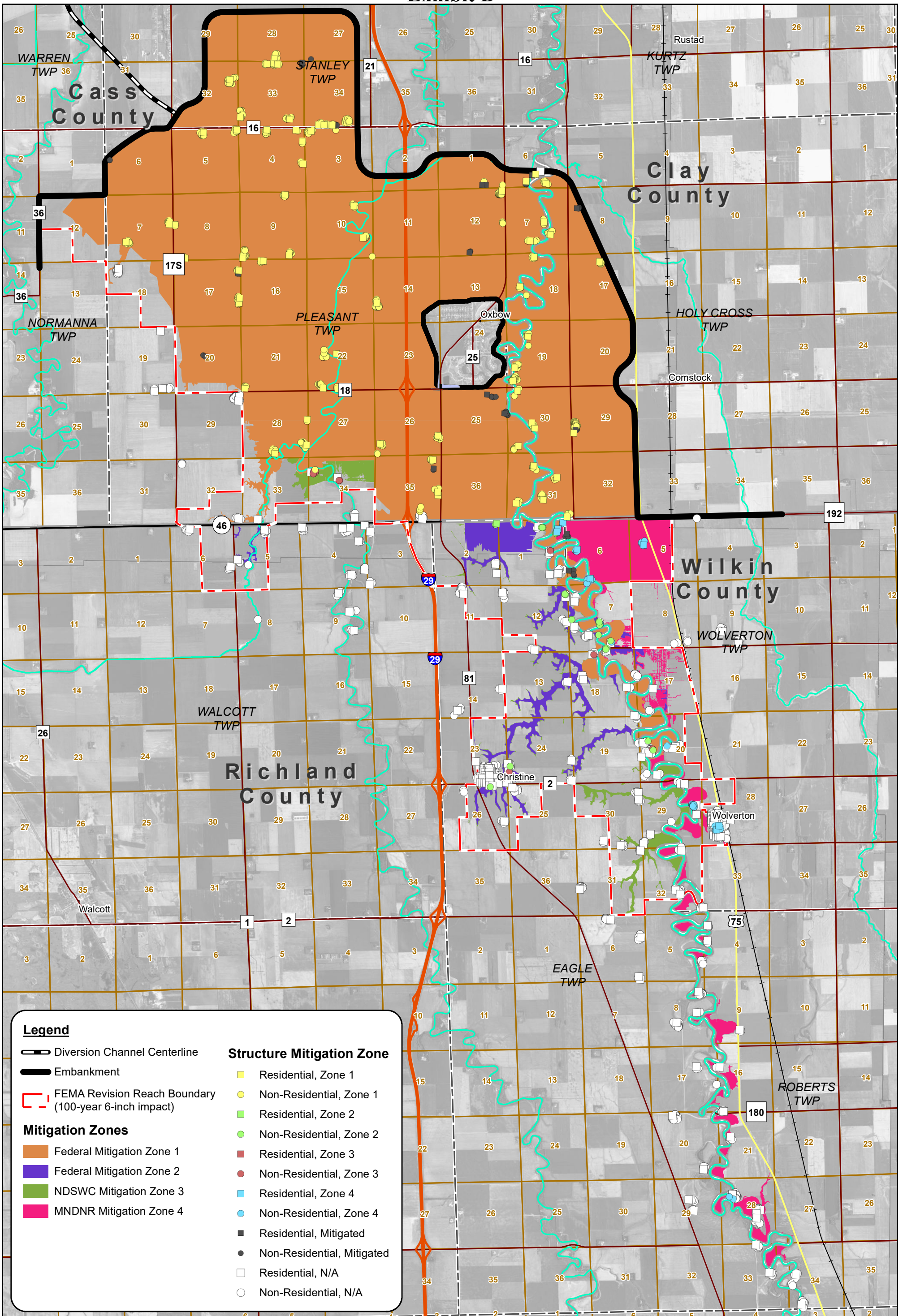


Data Collection & Field Locates
 Diversion Channel – 2016 & Prior
 ND Southern Embankment – 2019
 MN Southern Embankment – Not Field Located
 I-29 Corridor - 2016 & Prior



Created By: TJS Date Created: 02/19/21 Date Saved: 02/19/21 Date Plotted: 03/28/16 Date Exported: 02/19/21
 Plotted By: Tanner, Schmidt Parcel Date: N/A Aerial Image: 2019 County NAIP SIDS Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 File Path: \\projects\16400\16478\Flowage Easement Map Book\Utility Specific\16478 MLGC_SPMxd

As Of: 02/19/2021



Legend

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

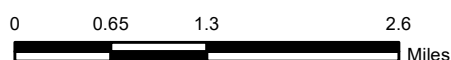
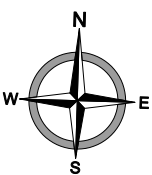
Mitigation Zones

- 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

**FM AREA DIVERSION PROJECT
UPSTREAM MITIGATION AREA &
MITIGATION ZONES**



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



Exhibit C

EMVP-EC-D

February 10, 2021

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 pipelines¹ 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

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

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: _____

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

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.

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

Exhibit E

AUTHORITY INVOICING REQUIREMENTS

Utility will submit copies of the invoice to:

Bakkegardk@FMDiversion.gov and APIInvoicesFMDiv@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.



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Authority Board Meeting

SEPTEMBER 22, 2022

Executive Director Report

Joel Paulsen



Happenings

Media & Event Highlights

- Nebraska/Dakotas Chapter of American Society of Landscape Architects tour – Sept. 15
- 2 FM Realtor presentations next week
- Shortlisted for P3 Awards
 - MFDA for Public Sector Promoter/Procurer of the Year
 - Joel Paulsen for Future Leader of the Year
 - John Shockley for Legal Advisor of the Year
 - Shikun & Binui USA, Ashurst and Winston & Strawn for Best Utilities Project for their work on the FM Area Diversion



Major Project Accomplishments

- Rotating Tainter gate at Wild Rice River Structure this week
- CR 81 & 18 intersection open to the public one week early

P3 Updates

- Notice to Proceed 2 issued to Developer

**RESOLUTION APPROVING AND ADOPTING
GOVERNANCE POLICIES**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on September 22, 2022

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

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING AND ADOPTING
GOVERNANCE POLICIES**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”) dated June 1, 2016, creating the Metro Flood Diversion Authority (the “Authority”); and

WHEREAS, in order to ensure the Authority is carrying out the intent and purpose of the JPA, as described in Sections 3.01 and 3.02 of the JPA, the Authority hired a consultant to assist in developing the “2022 MFDA Governance Policies,” which is attached hereto as Exhibit A; and

WHEREAS, the purpose of the 2022 MFDA Governance Policies is to assure that the Authority is accomplishing its mission by developing policies that guide the operation of the Authority and by monitoring the role of the Executive Director; and

WHEREAS, Articles V and VII of the JPA authorize the Diversion Authority Board to adopt procedures, policies, and operating procedures to carry out the purpose and intent of the Authority to provide the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection; and

WHEREAS, the Authority desires to approve and adopt the 2022 MFDA Governance Policies.

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

1. The 2022 MFDA Governance Policies dated July 11, 2022, attached hereto as **Exhibit A**, is hereby approved and adopted. The 2022 MFDA Governance Policies contains governance policies, Executive Director/Board relationship policies, operational expectations policies, and monitoring of governance policies.
2. Effective Date. This resolution shall be effective immediately upon adoption.

Dated: September 22, 2022

**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:

Chad Peterson, Chair

ATTEST:

Dawn Lindblom, Secretary

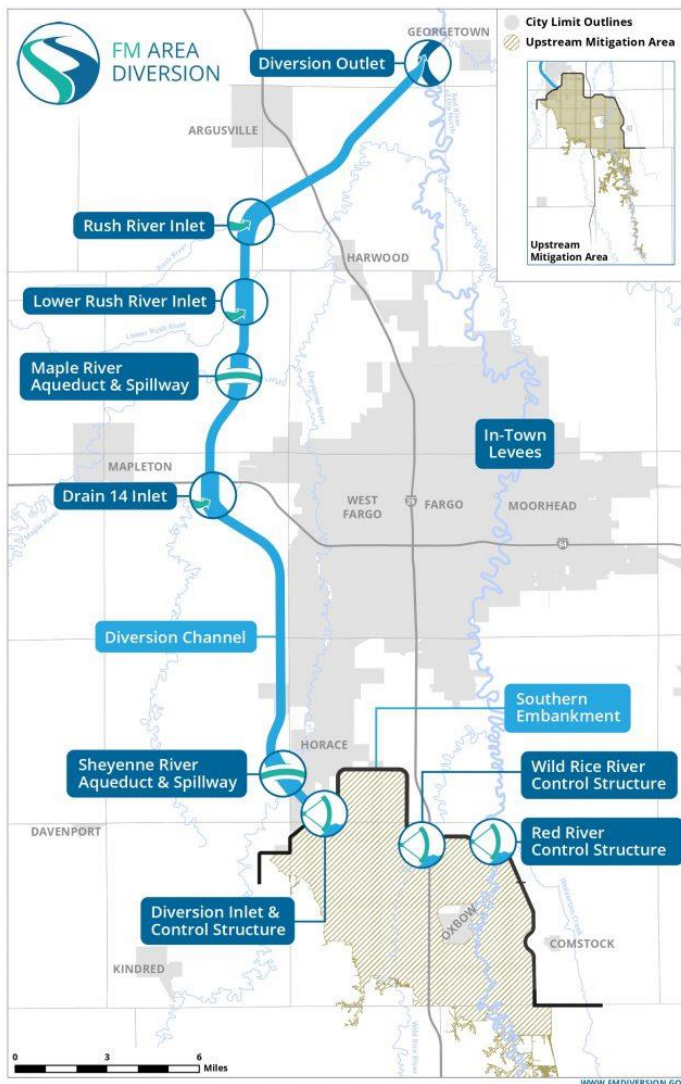
The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote, the following Members voted in favor thereof:

_____. The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A

2022

MFDA Governance Policies



Metro Flood Diversion Authority

Schatz & Associates, LLC

7/11/2022



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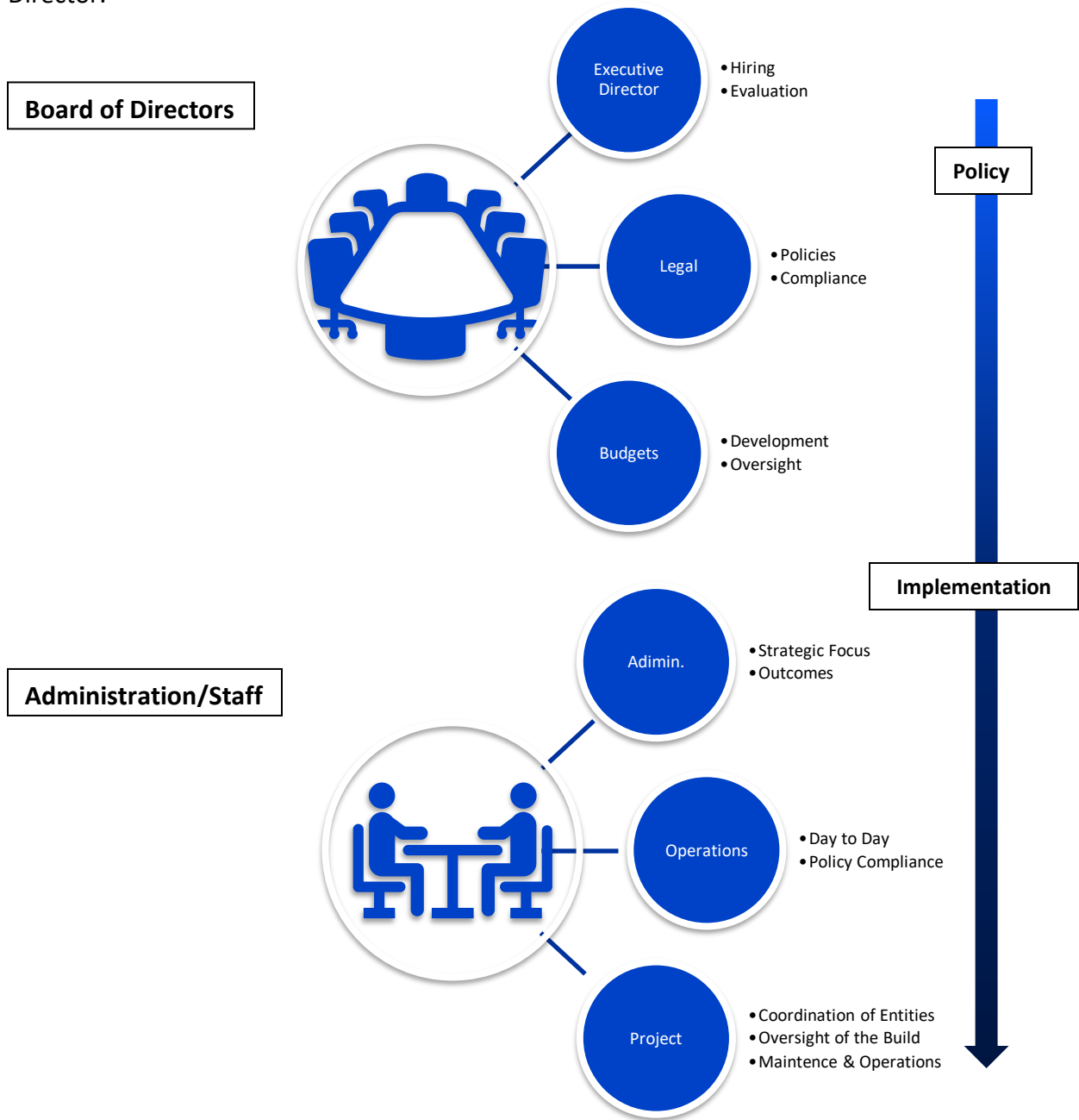
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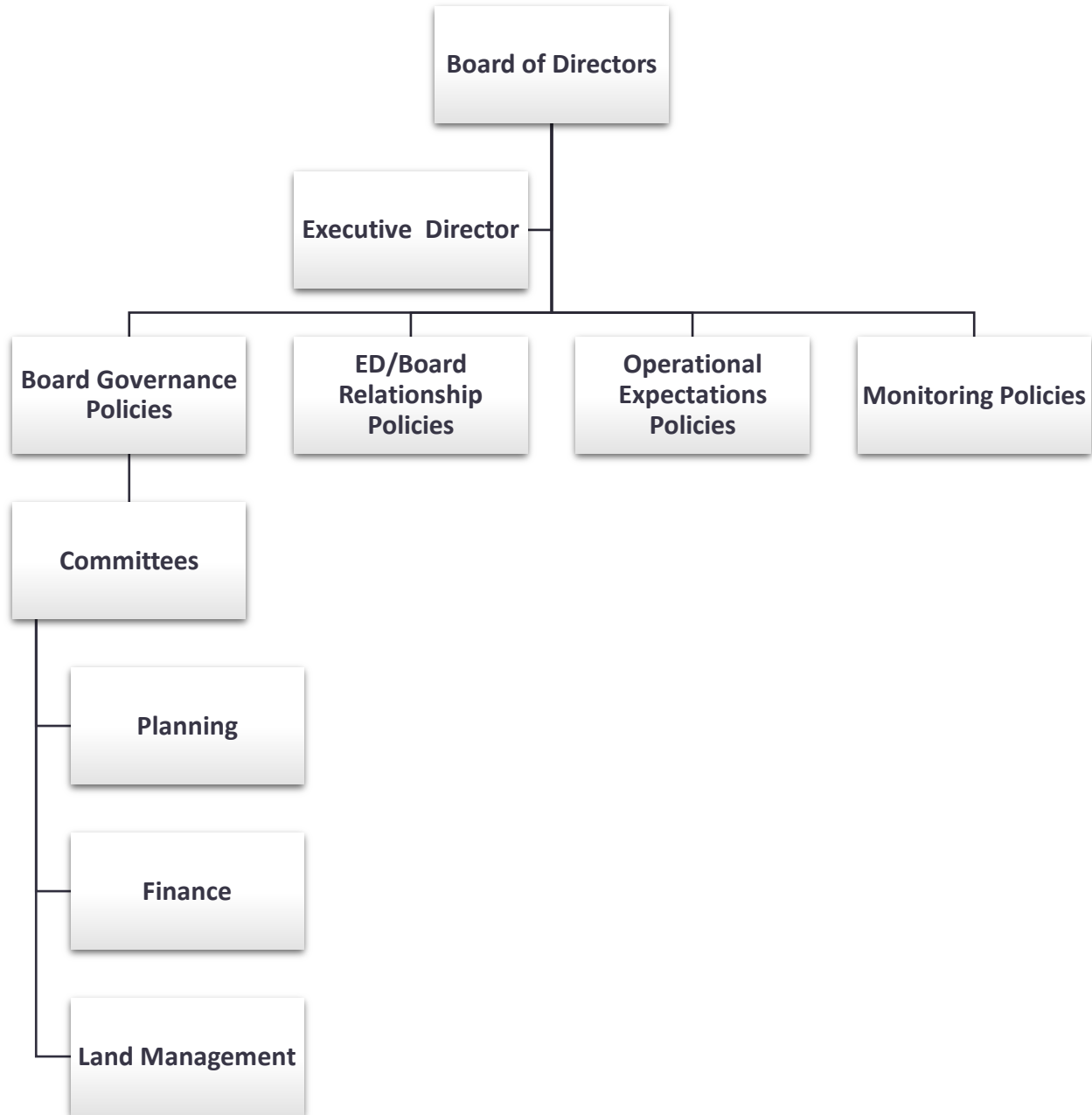
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Board of Directors Governance Policies Introduction

The purpose of the following governance policies is to assure that the Metro Flood Diversion Authority Board of Directors (MFDA) is accomplishing its mission by developing policies that guide the operation of MFDA and by monitoring the role of the Executive Director. The following diagram and subsequent policies provide the framework and structure of the relationship and expectations between the MFDA Board of Directors and the Executive Director.



METRO FLOOD DIVERSION AUTHORITY GOVERNANCE POLICIES FRAMEWORK



BOARD GOVERNANCE POLICIES – GP'S

Policies designed to govern the behavior of the Board.

GP 1 – Commitments

GP 2 - Board Culture

GP 3 - Board Functions and Responsibilities

GP 4 - Officers Roles

GP 5 - Board Committees

GP 6 - Board Members Code of Conduct

GP 7 - Board Members Conflict of Interest

GP 8 - Process for Addressing Board Member Violations

Policy Type: Governance Policies

Commitments

The Metro Flood Diversion Authority (MFDA), supporting the work of staff, and the community's interest, holds itself accountable to the citizens of the Fargo - Moorhead Metropolitan Area by ensuring that all action it takes is consistent with the Authority Boards organization's policies and beliefs.

The MFDA is committed to governing efficiently and will be guided in its decisions by the following:

General Purpose

The Joint Powers Agreement (JPA) is made pursuant to N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59, which authorizes the joint and cooperative exercise of power common to the contracting parties. The purpose of this Agreement is to allow the Member Entities to work collaboratively to avoid the duplication of required approvals and actions with respect to the project, 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 project. The Member Entities desire to establish and continue a joint powers structure to design, finance, construct, operate and maintain the project consistent with the provisions of this Agreement, NDCC § 54-40.3-01, and Minn. Stat. § 471.59.

Intent

The Member Entities have extensive jurisdiction over water resources management within their respective geographic jurisdictions. Each Member Entity has the power to adopt rules and regulations governing water management. Nonetheless, the Member Entities recognize there is mutual benefit to the Member Entities working cooperatively concerning the project. This Agreement intends to increase efficiencies concerning designing, constructing, financing, operating, and 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, collaborating in the administration of the project and to reimburse the Member Entities for expenses incurred in connection with the project.

Separate Political Subdivision

This Agreement is expressly intended to confirm the ongoing existence and operation of a separate political subdivision named the Metro Flood Diversion Authority. The Member Entities recognize that pursuant to and conformance with NDCC § 54-40.3-01 and Minn. Stat. § 471.59,

the Metro Flood Diversion Authority may not exercise power unless this Agreement expressly grants that power. As a result, the Metro Flood Diversion Authority will, from the time-to-time request that one or several of the Member Entities use their Best Efforts to exercise their respective furtherance of the project.

Monitoring Method: Board assessment
Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Governance Policies

Board Culture

The Board will govern lawfully and make all official decisions by a formal vote of the Board and govern with a long-term vision.

1. The Board will function as a single unit. Individual members' opinions and personal strengths will be used to the Board's best advantage, but the Board faithfully will make decisions as a group by a formal vote. No officer, individual, or committee of the Board will be permitted to limit the Board's performance or prevent the Board from fulfilling its commitments.
2. The Board is responsible for its performance and commits itself to continuous improvement. The Board will ensure that its members receive the training and professional support necessary to govern effectively.
3. To ensure that the Board's business meetings are conducted with maximum effectiveness and efficiency by members will:
 - a. Appoint a parliamentarian
 - b. Use Roberts Rule of Order as the basis for the format and structure of all Board meetings.
 - c. Come to meetings adequately prepared.
 - d. Support the Chair's efforts to facilitate an orderly meeting.
 - e. Communicate openly and actively in conversation and dialog.
 - f. Encourage balanced participation of all members.
4. The Board will use a consent agenda to expedite the disposition of routine matters. For example, matters delegated to the Executive Director required to be approved by the Board will be acted upon via the consent agenda. An item may be removed from the consent agenda. The Chair will place the removed item on the regular agenda.
5. The Board may revise or amend its governance policies at any time. However, as a customary practice, a proposed policy revision will be discussed at one session of the Board before being approved at a subsequent Board meeting.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

GP-3

Policy Type: Governance Policies

Board Functions and Responsibilities

A Board member's responsibilities include:

- Planning and policy decisions
- To perform its legal responsibility.
- To establish bylaws, operating and financial policies.
- To select, employ, and provide periodic performance appraisals and salary reviews and, if necessary, dismiss the Executive Director.
- To adopt and monitor the operating budget and fiscal policies.
- To protect the assets of the organization.
- To ensure effective and efficient use of taxpayers' dollars.
- To ensure the fulfillment of the organization's Purpose/Intent.
- To ensure sound human resource policies as prescribed by law and maintain the employee handbook's integrity.
- To project a positive image in the community.
- To appoint, commission, supervise and monitor committees.

To fulfill these responsibilities well, a board member should attend seventy-five percent of regular meetings, be knowledgeable about the organization, participate constructively in deliberations, and vote according to one's conviction.

Board members have no legal authority outside of sessions, except when the Board expressly directs it. Power is given to committees to conduct a study or negotiate on the Board's behalf. Individual Board members or committees must be mindful not to appear to commit the Board to any position in a private or public statement. Likewise, Board members should carefully avoid interfering with the efficient operation of the MFDA. Their interest, suggestions, and helpfulness should be freely given, yet neither in a manner that appears dictatorial nor encroaches upon staff lines of authority and responsibility.

It is not the function of individual Board members or Board committees to supervise the Executive Director administratively. Full accounting for their actions and management should be made in Board meetings.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Governance Policies

Officers Roles

The City of Fargo Members, the City of Moorhead Members, the Cass County Members, the Clay County Members, the CCJWRD. Members and West Fargo Members shall serve at the discretion of the Governing Body of their respective organization from which they were appointed. The MFDA Board will be structured using the following officers and roles.

Board Chair

The Chair is the head of the Metro Flood Diversion Authority for ceremonial purposes and the purpose of service of civil process. The Chair is a member of the Metro Flood Diversion Authority for purposes of presiding at its meeting. The Chair may vote on all matters before the Metro Flood Diversion Authority but may not cast an additional vote in the event of a tie vote of the Metro Flood Diversion Authority. The Chair does not have the authority to veto decisions of the Metro Flood Diversion Authority.

The Chair may execute all contracts, Project Agreements, notes, indentures, warrants, and other instruments on behalf of the MFDA and perform any other duties assigned by the Diversion Authority project Agreement, note, indenture, warrant, or other instrument executed by the Chair, or Vice-Chair acting as Chair pursuant to Section 5.07 of the JPA Agreement, shall become valid and binding upon the MFDA until countersigned by the Executive Director or the Deputy Executive Director acting as Executive Director pursuant to Section 14.03 of the JPA.

The Chair position shall rotate between the Mayor of the City of Fargo, the Mayor of the City of Moorhead, and a member of the Cass County Commission, respectively. Each Chair shall serve a one (1) year term, beginning January 1 and ending December 31. This rotational schedule shall continue for the remainder of the term of the JPA. Individuals may serve as Chair multiple times if they remain in their respective Elected or appointed positions. Provided, the Chair must not be from a Member Entity from the same state as the Vice Chair's Member Entity (i.e., if the Chair is from a Minnesota Member Entity, the Vice-Chair shall be from a North Dakota Member Entity). The term of the Chair shall cease if their position as Mayor or as a Cass County Commission member has ceased for any reason provided; however, that the Member Entity is permitted to replace the Chair with the individual filling the vacancy of the outgoing Chair position within the Governing Body of the Member Entity (i.e., if a new mayor is Elected in the City of Fargo while the City of Fargo's Mayor is serving as Chair, then the newly elected Mayor of the City of Fargo will serve the remainder of the Chair's term).

The MFDA is authorized to Elect an acting Chair under such circumstances when a vacancy occurs in a manner not contemplated by this section.

Vice-Chair

A Vice-Chair must be elected at the Annual Meeting of the MFDA by a majority vote of all members of the Board. The Vice-Chair must be a Metro Flood Diversion Authority Member and must not be a member from the same state as the Chair. The Vice-Chair serves as the Chair in the Chair's disability or absence from the Board or when a vacancy in the office of Chair exists. When presiding over a meeting in the absence of the Chair, the Vice-Chair may vote on all matters before the Board but may not cast an additional vote in the event of a tie vote of the Board. The Board must elect a Vice-Chair at the organizational meeting. Each Vice-Chair shall serve a one (1) year term beginning the second Thursday in January and ending the day before the second Thursday in January of the following year, or until a successor Vice-Chair is appointed.

Secretary

At the Annual Meeting of the MFDA, the Metro Flood Diversion Authority Members shall appoint a Secretary. An employee of one of the Member Entities, an individual or contractor, may be appointed as the Metro Flood Diversion Authority Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all MFDA meetings. The Secretary shall also keep all books and records of the MFDA, give all notices required by law, and may have other duties assigned from time to time by the MFDA. The Secretary shall also be responsible for compliance with North Dakota open Records Law requirements.

Monitoring Method: Board assessment
Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Governance Policies

Committee Structure

Except as otherwise provided by law, or Sections 6.02, 6.09, or 6.16 of the JPA, there are no separate administrative boards or commissions. The Board performs the duties and exercises the powers of administrative boards or commissions. The Metro Flood Diversion Authority may establish boards or committees to advise the Board with respect to a Project function or activity, investigate a subject of interest to the MFDA, perform quasi-judicial functions, or perform any other task.

A committee is a Board committee only if its existence and charge come from the Board, and its work is intended to support the Board's work. The only Board committees are those listed in this policy. All Board members are welcome to attend committee meetings as audience members. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees. The following is a list of current committees:

- **Planning Committee**
- **Land Management Committee**
- **Finance Committee**

Planning Committee

The Planning Committee is responsible and shall have the power, when the Metro Flood Diversion Authority is not in session, to address all the affairs of the Metro Flood Diversion Authority in such a manner as such committee shall deem to be in the Diversion Authority interest. Planning committee authority does not supersede the full boards final decisions. Duties of the committee include:

- The Board Chair shall compile and finalize the yearly Executive Director evaluation.
- The Planning Committee shall work with the Executive Director on board development, orientation, and project planning efforts.
- Legislative planning.
- Agenda and planning for Board Meetings.
- Serve as a mechanism for the Board and management of emerging issues, problems, and initiatives.
- Governance Policy monitoring as set per the Annual Work Plan and in collaboration with full Board of Directors input.
- Have such other authority and perform such other duties as may be delegated to it by the Metro Flood Diversion Authority.

Minutes of the Planning Committee's meeting shall be recorded by the Secretary and provided at the next meeting of the Board of Directors.

Membership

The Planning Committee shall consist of one member from each member entity and West Fargo. Additional Ad Hoc Members may include chairs of other committees.

Committee Chair

The Planning Committee Chair shall be the Metro Flood Diversion Authority Chair.

Diversion Authority Staff Support

Provided by Executive Director and appropriate staff members.

Sunset

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that the Planning Committee is no longer needed, the Metro Flood Diversion Authority may vote to suspend regular meetings of the Planning Committee and allow the Planning Committee to meet only on an as-needed basis.

Dissolution

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that the Planning Committee is no longer needed, the Metro Flood Diversion Authority may dissolve the Planning Committee.

Land Management Committee

The Land Management Committee is responsible for making recommendations to the Board regarding the acquisition and management of Project Property.

Membership

The Land Management Committee shall consist of:

- a) Two (2) Members of the Metro Flood Diversion Authority appointed by the Board.
- b) Three (3) Members recommended by the Fargo City Commission and appointed by the Board.
- c) Two (2) Members recommended by the Moorhead City Council and appointed by the Board.
- d) Three (3) Members recommended by the Cass County Commission and appointed by the Board.
- e) One (1) Member recommended by the Clay County Commission and appointed by the Board; and
- f) One (1) Member recommended by the CCJWRD. Board and appointed by the Board.

Committee Chair

The Land Management Committee shall select a chair by a majority vote of its members. The Chair must also be a member of the Metro Flood Diversion Authority.

Diversion Authority Staff Support

Provided by Executive Director and appropriate staff members.

Member Entity Staff

Member Entities may provide support staff and services for the Land Management Committee, but Member Entity staff may not serve as the Land Management Committee members. However, the City of Fargo City Administrator, the City of Fargo City Engineer, the City of Moorhead City Manager, the City of Moorhead City Engineer, the Cass County Administrator, and the Cass County Engineer may serve as members of the Land Management Committee upon appointment, pursuant to Section 6.04 of the JPA and upon approval by the Board.

Sunset

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that all land, easements, and rights-of-way have been acquired for the project, the Metro Flood Diversion Authority may vote to suspend regular meetings of the Land Management Committee and allow the Land Management Committee to meet only on an as-needed basis.

Dissolution

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that the Land Management Committee is no longer needed, the Metro Flood Diversion Authority may dissolve the Land Management Committee.

Finance Committee

The Finance Committee is responsible for making recommendations to the Metro Flood Diversion Authority regarding the budgets, expenses, funds, and all other financial matters related to the project.

Membership

The Finance Committee shall consist of:

- a) Two (2) Members of the Metro Flood Diversion Authority appointed by the Board.
- b) Three (3) Members recommended by the Fargo City Commission and appointed by the Board.
- c) Two (2) Members recommended by the Moorhead City Council and appointed by the Board.

- d) Three (3) Members recommended by the Cass County Commission and appointed by the Board.
- e) One (1) Member recommended by the Clay County Commission and appointed by the Board; and
- f) One (1) Member recommended by the CCJWRD. Board and appointed by the Board.

Committee Chair

The Finance Committee shall select a chair by a majority vote of its members. The Chair must also be a member of the Metro Flood Diversion Authority.

Diversion Authority Staff Support

Provided by Executive Director and appropriate staff members.

Member Entity Staff

Member Entities may provide support staff and services for the Finance Committee, but Member Entity staff may not serve as members of the Finance Committee. However, the Cass County Auditor, the Cass County Administrator, the City of Fargo City Administrator, the City of Moorhead City Manager, the City of Fargo Finance Director, the Clay County Auditor, and the City of Moorhead Finance Director may serve as members of the Finance Committee upon appointment, pursuant to Section 6.04 of this JPA upon approval by the Board.\

Sunset

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that the Finance Committee is no longer needed, the Metro Flood Diversion Authority may vote to suspend regular meetings of the Finance Committee and allow the Finance Committee to meet only on an as-needed basis.

Dissolution

If the Metro Flood Diversion Authority determines by an affirmative vote of a majority of all Metro Flood Diversion Authority Members that the Finance Committee is no longer needed, the Metro Flood Diversion Authority may dissolve the Finance Committee.

**** Each committee will determine the frequency of regular meetings based upon tasks and their annual work plan and forward board meeting agenda items to the Board Chair and Executive Director.**

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

GP-6

Policy Type: Governance Policies

Annual Work Plan

Annual Work Plan

The Board will follow an annual work plan that includes continual monitoring and review of all policies, and activities to improve Board performance.

1. The Board's annual work plan for the next year will include:
 - a. Governance process improvement activities, including orientation and training of new Board members in the Board's governance process, and other discussions by the Board about means to improve its performance, especially Board member knowledge and skills.
 - b. Scheduled monitoring of all governance policies by the Planning Committee.
 - c. Other events and activities that are part of the Board's responsibilities and interests.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Governance Policies

Board Member Code of Ethics/Conflict of Interest

The purpose of "A Matter of Trust: Our Code of Ethics" is to help ensure that all Board Members of Metro Flood Diversion Authority adhere to and promote proper ethical standards, abide by the law, and preserve the organization's integrity reputation, professional and business relationships.

Before taking any action or casting a vote regarding a matter before the Board, which would constitute a conflict of interest under North Dakota law or as set forth in this Agreement, Metro Flood Diversion Authority Member(s) must disclose such conflict(s) and abstain from voting on the matter involving the conflict of interest and from participating in Board discussions and deliberations on the matter involving the conflict of interest. Conflicts of interest include but are not limited to all conflicts of interest under North Dakota and Minnesota law and membership on a Governing Body and status as a controlling officer, member of a board, Mayor, president, or chief executive of a political subdivision, a public entity, and private entity engaged in legal or administrative action, pending litigation and active litigation in which the MFDA is an adverse party. Any Board member with a conflict of interest shall not be entitled to participate in an executive session of the Board held pursuant to Section 5.11 of the JPA.

Recognizing it is not possible to address all ways in which ethical issues may arise, the following principles are intended to guide making sound judgments and decisions on behalf of Metro Flood Diversion Authority and its Purpose.

Pledge of Personal and Professional Conduct

- **Integrity** -- I will demonstrate the highest standards of individual conduct, personal accountability, trustworthiness, fair dealings, considerations of the rights of others, and the highest principles of good business relationships.
- **Excellence** -- I will strive to meet the highest performance, quality, service, and achievement standards.
- **Honesty** -- I will communicate directly, respectfully, honestly, and openly and avoid misrepresentation, including misrepresentation through omission.
- **Diversity** -- I will support and value diversity -- promoting an environment that embraces all people's similarities and differences to the organization.
- **Respect** -- I will respect and act fairly toward all those I encounter and refuse to engage in or tolerate any form of discrimination or harassment.
- **Responsibility** -- I will take responsibility for my actions and decisions and remain a careful steward of funds and resources.
- **Compliance** -- I will comply with the MFDA Code of Ethics and all laws and regulations.



A Matter of Trust: The MFDA Code of Ethics Board Members Certificate

I acknowledge that I have received and read my copy of the Metro Flood Diversion Authority Code of Ethics for Board Members. I understand that I am responsible for adhering to the Code of Ethics principles, and I confirm that I will conduct myself in accordance with the Code of Ethics principles. The certificate process is mandatory for all Board Members.

I am in compliance with the policy.

Printed Name

Signature

Date

Please sign and date this certificate and return it to Board Secretary



A Matter of Trust: The MFDA Code of Ethics Disclosure Statement

I acknowledge that I have received and read my copy of the Metro Flood Diversion Authority Code of Ethics for Board Members. I understand that each member of the Board is responsible for adhering to the Code of Ethics principles, and I confirm that I will conduct myself in accordance with the Code of Ethics principles.

I may not be in compliance with such policy due to:

Print Name

Signature

Date

Please sign and date this certificate and return it to Board Secretary.

Review and Comments

- You are in compliance with the Code of Ethics Policy.
- You are not in compliance with the Code of Ethics Policy. To be in compliance:

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Governance Policies

Process for Addressing Board Member Violations

The Board and its members are committed to faithful compliance with the provisions of the Board's policies.

A Board member will inform the Board Chair if, in the Board member's opinion, the Board or individual members are not in compliance with the Board's policies on Governance and Board-Executive Director Relations. If the Board Chair is the board member who feels is not acting in compliance with policy, the Board member will inform the Board Vice-Chair.

In the event of a member's willful and continuing violation of policy, the Board will seek a remedy in the following order:

1. Conversation in a private setting between the offending member and the Board Chair or other individual member.
2. Discussion in a public meeting between the offending member and the full Board.
3. Public censure of the offending member of the Board as set forth in Roberts Rules of Order.

Monitoring Method: Board assessment
Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

EXECUTIVE DIRECTOR/BOARD RELATIONSHIP POLICIES ED/BRP'S

Policies are designed to guide the relationship between the Metro Flood Diversion Authority and the Executive Director.

ED/BRP 1 - Single Point of Contact

ED/BRP 2 - Single Unit Control

ED/BRP 3 - Staff Accountability

ED/BRP 4 - Authority of the CEO

ED/BRP 5 - CEO Accountability

ED/BRP 6 - Annual Evaluation of CEO

ED/BRP-1

Policy Type: Executive Director Board Relationship Policies

Single Point of Contact

According to a written employment agreement, the Metro Flood Diversion Authority Board employs the Executive Director. The Board's sole direction of the operational organization is through the Executive Director functioning as the Executive Director.

The Executive Director shall:

1. Implement the Diversion Authority Board's policies regarding the project's construction, operation, and maintenance.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Executive Director Board Relationship Policies

Single Unit Control

The Board will direct the Executive Director only through official decisions of the Board.

1. The Board will make decisions by formal, recorded vote to avoid ambiguity about whether direction has been given.
2. The Executive Director is neither obligated nor expected to follow the directions or instructions of individual Board members, officers, or committees unless the Board has specifically delegated such exercise of authority.
3. If the Executive Director determines that an information request received from an individual Board member or a committee is unreasonable or requires a material amount of staff time, the Executive Director shall ask the committee or the member to refer such requests to the full Board for authorization.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Executive Director Board Relationship Policies

Authority of the Executive Director

The Board will provide direction to the Executive Director through written policies (Operational Expectations and Monitoring Policies) that define the organizational results to be accomplished through the Diversion Authorities objectives

1. Through a reasonable interpretation of the Operational Expectations policies, the Executive Director is authorized to make decisions and establish practices deemed appropriate to achieve the Diversion Authorities objectives.
2. The Executive Director is not expected to seek Board approval for any decisions falling within the Executive Director area of delegated authority.
3. The Board may change its Operational Expectations and Monitoring Policies, and in so doing, shift the boundary between Board and Executive Directors areas of responsibility. The Board will respect and support any reasonable interpretation of its policies by the Executive Director.

Monitoring Method: Board assessment

Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Executive Director Board Relationship Policies

Staff Accountability

The Executive Directors is responsible for all matters related to the organization's day-to-day operation, within the values expressed by the Board. All staff shall report directly or indirectly to the Executive Director.

1. The Board will never give direction to any employee other than the Executive Director.
2. The Board will not formally or informally evaluate any staff member other than the Executive Director.
3. Except as required by law, the Board will not participate in decisions or actions involving the hiring, evaluating, disciplining, or dismissal of any employee other than the Executive Director.

Monitoring Method: Board assessment
Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

Policy Type: Executive Director Board Relationship Policies

Executive Director Accountability

The Board considers the Executive Director's performance to be identical to the organization's performance. The accomplishment of the Board's Operational Expectations and Monitoring of Policies will be regarded as successful Executive Director performance.

1. The Board will determine organizational performance based upon its defined systematic monitoring process, as outlined in its Annual Work Plan.
2. All policies that instruct the Executive Director (Operational Expectations and Monitoring of Policies) will be monitored according to a schedule and by a method determined by the Board and included in the Board's annual work plan. The Board may monitor any policy if it is decided that conditions warrant monitoring at times other than those specified by the annual schedule.
3. The Board will acquire monitoring data from Operational Expectations and Monitoring of Policies by one or more of three methods:
 - a. By Internal Report, the Executive Director submits information that certifies and documents to the Board compliance or reasonable progress.
 - b. Board Inspection: The whole Board, or a committee duly charged by the Board, formally assesses compliance or reasonable progress based upon specific policy criteria.
 - c. The consistent performance standard for Operational Expectations policies shall be whether the Executive Director has reasonably interpreted and followed the policies.
4. The Board will determine whether the Executive Director's interpretation of Operational Policies and Monitoring of Policies is reasonable, whether the Executive Director has complied, and whether reasonable progress has been made in meeting the Metro Flood Diversion Authorities objectives.
5. Annually, the Board will conduct a formal summative evaluation of the Executive Director. The summative evaluation will be based upon data collected and decisions made by the Metro Flood Diversion Authority Board during the year related to

monitoring Operational Expectations and Monitoring of Policies. The Board will prepare a written evaluation document consisting of:

- a. A summary of the data derived during the year from monitoring the Board's Operational Expectations and Monitoring Policies.
- b. Conclusions are based upon the Board's monitoring of the Executive Director and have reasonably interpreted and operated according to the provisions of the Operational Expectations and Monitoring of Policies.

Monitoring Method: Board assessment
Monitoring Frequency: TBD.

Metro Flood Diversion Authority

Adopted:

OPERATIONAL EXPECTATIONS POLICIES

Operational expectations are policies that define the parameters or power given to the Executive Director to make decisions and carry out the role's duties. The operational expectations are also policies used to monitor the Executive Directors' performance.

OE - 1 Executive Director – Head of Administrative Branch of the MFDA

OE - 2 Emergency Succession

OE - 3 Treatment of Community Members

OE - 4 Personnel Administration

OE - 5 Personnel Administration - Program Management Consultant

OE - 6 Financial Planning and Administration

OE - 7 Asset Protection

OE – 8 Communication with the Board

Policy Type: Operational Expectations Policies

Executive Director – Head of Administrative Branch of the MFDA

The Executive Director is the head of the administrative branch of the Metro Flood Diversion Authority and is responsible to the Diversion Authority Board for the administration of the Metro Flood Diversion Authority's affairs.

The Executive Director shall:

1. Be responsible for compliance with and enforcement of the Diversion Flood Authority Joint Powers Agreement and subsequent resolutions approved by the Metro Flood Diversion Authority.
2. Ensure the Metro Flood Diversion Authority is governed by a set of Governance Policies and a Code of Ethics.

Monitoring Method: Board Assessment

Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Emergency Succession

To protect the Metro Flood Diversion Authority in the event of an unexpected loss of Executive Directors services, the Executive Director shall assure that at least one other executive staff member and the Deputy Executive Directors are familiar with Board and Executive Director issues and processes and can assume those responsibilities on an emergency basis, should the need arise.

1. The Cass County Administrator and the City of Fargo City Administrator shall serve jointly as the Deputy Executive Director to the Metro Flood Diversion Authority. The Deputy Executive Director shall serve as the Executive Director when the office of the Executive Director is vacant and unfilled.

Monitoring Method: Board Assessment

Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Treatment of Community Members

Concerning interactions with the community, the Executive Director shall not cause or knowingly allow conditions, procedures, and actions that are unlawful, unethical, unsafe, disrespectful, disruptive, or undignified.

The Executive Director shall:

1. Protect confidential information.
2. Effectively handle concerns or complaints.
3. Maintain an organizational culture that values individual differences in opinion.
4. Protect against wrongful or illegal conditions.
5. Establish policies and procedures to ensure compliance with all federal and state laws.
6. Establish policies and procedures to protect against discrimination, bullying, hazing, and harassment, which explicitly include everyone but are not limited to the following characteristics: race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, gender expression/identity, genetic information, or status concerning marriage or public assistance, or standing in any group protected by federal, state, or local law.

Monitoring Method: Board Assessment

Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Personnel Administration

The Executive Director shall recruit, employ, and evaluate Metro Flood Diversion Authority employees.

1. The Executive Director appoints employees based on merit and fitness and is subject to the applicable personnel policies or rules of the Metro Flood Diversion Authority and the budgetary constraints.
2. The Executive Director may remove or suspend appointed employees subject to applicable personnel policies or rules.
3. The Executive Director may delegate tasks and projects to Metro Flood Diversion Authority employees or Member Entity staff.

The Executive Director shall:

- a. Administer clear personnel rules and procedures for employees.
- b. Effectively handle complaints and concerns.
- c. Maintain adequate job descriptions for all staff positions.
- d. Protect confidential information.
- e. Ensure that compensation and benefit plans are in place to attract and retain the highest quality employees by compensating employees, within available resources, in a manner consistent with the applicable marketplace, including but not limited to organizations of comparable size and type.
- f. Ensure that the designated entity as the HR facilitator establishes policies that provide marketplace guidance when considering compensation for staff.
- g. Ensure that all staff members are qualified and trained to perform their responsibilities.
- h. Maintain an organizational culture that positively impacts the ability of staff to responsibly perform their jobs and allows them to work in an environment of professional support and courtesy.

- i. Evaluate all employee performance according to their contribution toward achieving the organization's goals and policies and their compliance with the Metro Flood Diversion Authority Operational Expectations policies.

Monitoring Method: **Board Assessment**

Monitoring Frequency: **TBD**

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Personnel Administration - Program Management Consultant

The Executive Director with the Metro Flood Diversion Authority shall hire and oversee a program management consultant who will lead the design and construction of the diversion project.

1. The Executive Director shall consult with the Deputy Executive Director(s) and the Member Entities' staff as needed and administer/enforce the Metro Flood Diversion Authority's supervision, removal, and termination of the services of the Program Management Consultant.

Monitoring Method: Board Assessment

Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Financial Planning and Administration

The Executive Director must keep the Diversion Authority Board fully advised of the financial condition of the Metro Flood Diversion Authority.

Financial Planning

The Executive Director shall develop an annual budget with the Metro Flood Diversion Authority Finance Committee.

The Executive Director shall develop a budget that:

1. In a summary format understandable to the metro Diversion Authority Board and presented to allow the Board to understand the relationship between the budget and the priorities of the Metro flood Diversion Authority.
2. Assures fiscal soundness in future years.

Financial Administration

The Executive Director is the chief purchasing agent of the Metro Flood Diversion Authority. The Executive Director makes purchases and contracts in accordance with procedures specified by the Diversion Authority Board resolution.

The Executive Director shall:

1. Not cause or allow any financial activity or condition that deviates from the budget adopted by the Metro Flood Diversion Authority Board
2. Assure Contracts and bonds, instruments, and documents to which the Metro Flood Diversion Authority is a party is signed by the Chair and the Executive Director on behalf of the Metro Flood Diversion Authority.
3. Assure that payroll and legitimate debts are paid promptly when due.
4. Assure that all purchases are based upon:
 - a. reasonable precaution against conflict of interest.
 - b. comparative prices based on items of similar quality.
 - c. a balance between long-term quality and cost.

5. Coordinate with the Metro Flood Diversion Authority's appointed financial auditor for an annual audit of all funds and accounts.
6. Keep complete and accurate financial records by funds and accounts following Generally Accepted Accounting Principles.

The Executive Director shall NOT:

1. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances or the authorization by the Metro Flood Diversion Authority to transfer funds from reserve funds.
2. In debt, the organization, without the approval of the Metro Flood Diversion Authority Board. *
3. Enter a purchase or contract in the amount as per resolution approved by the Board on behalf of the Metro Flood Diversion Authority without the approval of the Metro Flood Diversion Authority Board.
4. Transfer budget line items from one fund to another unless authorized by the Metro Flood Diversion Authority Board.
5. Allow any required reports to be overdue or inaccurately filed.
6. Receive, process, or disburse funds under controls that are insufficient under generally accepted accounting principles.
7. Suspend or remove the project's Fiscal Agent**.

** The Diversion Authority Board chooses the Fiscal Agent solely based on cost, experience, and fiscal management qualifications. The Fiscal Agent is appointed by the Diversion Authority Board for an indefinite term and may only be removed by the Diversion Authority Board.

Monitoring Method: Board Assessment
Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted

Policy Type: Operational Expectations Policies

Asset Protection

The Executive Director shall not allow assets to be unprotected, inadequately maintained, inappropriately used, or unnecessarily risked.

The Executive Director shall:

1. Obtain insurance coverage complying with the Metro Flood Diversion Authority Joint Powers Agreement requirements.
2. Take reasonable steps to ensure that the facilities and equipment are sufficiently maintained.
3. Ensure that any actions do not knowingly, recklessly, or negligently expose the organization, its Board, or staff to legal liability.
4. Make purchases by weighing:
 - a. a reasonable precaution against conflict of interest,
 - b. comparative prices based on items of similar quality,
 - c. a balance between long-term quality and cost.
5. Protect intellectual property.
6. Protect information and files from loss or significant damage.
7. Preserve and dispose of all records related to affairs or business of the Metro Flood Diversion Authority in accordance with all applicable state and federal law
8. Preserve and dispose of all records related to affairs or business of the organization following state and federal law.

Monitoring Method: Board Assessment

Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

Policy Type: Operational Expectations Policies

Communication with the Board

The Executive Director shall assure that the Metro Flood Diversion Authority Board is fully and adequately informed about matters relating to the Metro Flood Diversion Authority's work and significant organizational concerns.

The Executive Director shall:

1. Attend meetings of the Metro Flood Diversion Authority Board. The Executive Director may participate in discussion at Diversion Authority Board meetings but may not vote.
2. Recommend to the Diversion Authority Board for adoption procedures or actions necessary to efficiently administrate the Metro Flood Diversion Authority's affairs.
3. Consult with staff members of the Member Entities and hold and conduct staff meetings as the Executive Director deems necessary.
4. At least four (4) times per year, the Executive Director shall call and meet with all the Member Entities' chief administrative officers.
5. Promptly provide for the board information about trends, facts, and other information relevant to the Metro Flood Diversion Authority diversion project.
6. Inform the Metro Flood Diversion Authority Board of significant money transfers within funds or other changes substantially affecting the organizational financial condition.
7. Assure that the Metro Flood Diversion Authority Board has adequate information from various internal and external viewpoints to assure informed Board decisions.
8. Inform the Metro Flood Diversion Authority Board of anticipated significant media coverage.
9. Present information in simple and concise form, indicating clearly whether the information is incidental, intended for decision preparation, or formal monitoring.

10. Treat all members impartially and assure that all members have equal access to information.
11. Inform the Metro Flood Diversion Authority Board, the Board Chair, or individual Board members if, in the Executive Directors opinion, the Board or individual members have encroached into areas of responsibility assigned to the Executive Director or if the Board or its members are non-compliant with any Governance Culture or Board/Executive Director Relations policies.
12. Inform the Board and Board Chair of any actual or anticipated noncompliance with any Board Operational Expectation policy or any expected failure to achieve reasonable progress toward compliance with these policies.
13. Inform the Metro Flood Diversion Authority Board or member entity as necessary the administrative disposition of complaints referred to the Executive Director.
14. Submit required monitoring data (see policy ED/BRP-5 Executive Director Accountability) in a thorough, accurate, and understandable fashion, according to the Board's annual work plan schedule, including both Executive Director interpretations and relevant data to substantiate compliance or reasonable progress.

Monitoring Method: Board Assessment
Monitoring Frequency: TBD

Metro Flood Diversion Authority

Adopted:

MONITORING OF GOVERNANCE POLICIES

Monitoring of Governance policies occurs through a detailed annual work plan.

Purpose of Work Plan

A built-in feature of the governance policies that logically outlines and guides the work of the Metro Flood Diversion Authority Board and Executive Director is an annual work plan. By developing an annual work plan, the Board:

- Empowers the Board to exercise leadership.
- Prioritizes the work of the Board.
- Regulates workflow.
- Establishes a monitoring schedule of policies.
- Demonstrates accountability.

Work is scheduled in these areas:

- GP monitoring
- ED/BRP monitoring
- Operational Expectations monitoring
- Board and Committee meetings
- Any other work the Board should plan its workaround.

Questions to consider:

- When should the board self-assess? Should GP and ED/BRP policies be monitored all at once in a retreat or scheduled in quarterly meetings?
- When should Operational Expectations policies be monitored, i.e., in line during the year with budget adoption or financial audit?
- When should committee meetings be scheduled, i.e., in alignment with Board meeting times and dates?
- What other commitments will the Board have, i.e., training, public engagement, etc.?

MFDA Governance Annual Work Plan (Draft)

Month	Governance Policies	ED/ Board Relationships	Operational Expectations	Board/Planning Committee Meetings	Other Meetings
January	GP 1-2-3	ED/BRP 1-2	OE 1-2-3	Board Meeting Planning CMTE Lands CMTE Finance CMTE	New Board Member Orientation
February				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
March				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
April	GP 4-5	ED/BRP 3	OE 4 - 5	Board Meeting Planning CMTE Lands CMTE Finance CMTE	
May				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
June				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
July				Board Meeting Planning CMTE Lands CMTE Finance CMTE	Summer Retreat?
August	GP 6	ED/BRP 4	OE 6 - 7	Board Meeting Planning CMTE Lands CMTE Finance CMTE	
September				Board Meeting Planning CMTE Lands CMTE Finance CMTE	

October				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
November				Board Meeting Planning CMTE Lands CMTE Finance CMTE	
December	GP 7-8	ED/BRP 5-6	OE 8	Board Meeting Planning CMTE Lands CMTE Finance CMTE	

**Policy Monitoring Form (Template)
(Name of Policy being Monitored)**

**Summary of Compliance Status
(Date)**

Executive Director Certification

With respect to (Name of Policy) taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to (Name of Policy), the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION TO ESTABLISH THE PLANNING COMMITTEE OF THE
METRO FLOOD DIVERSION AUTHORITY**

WHEREAS, Section 5.01 of the Joint Powers Agreement dated June 1, 2016, (“JPA”), established the governing body of the Metro Flood Diversion Authority (the “Diversion Authority”), the Diversion Authority Board, and sets forth its member composition; and

WHEREAS, Article VI of the JPA contains the powers, duties, and requirements of committees established by the Diversion Authority Board; and

WHEREAS, pursuant to Section 6.01 of the JPA, the Diversion Authority Board may establish boards or committees to advise the Diversion Authority Board with respect to a Project function or activity, to investigate a subject of interest to the Diversion Authority, to perform quasi-judicial functions, or to perform any other task; and

WHEREAS, the Diversion Authority Board has determined the need to establish a Planning Committee that will make recommendations regarding the Diversion Authority Board’s meeting agenda items and regarding the policy goals and objectives for the Authority.

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

1. Planning Committee Established. The Diversion Authority Board hereby creates the Planning Committee of the Metro Flood Diversion Authority pursuant to Section 6.01 of the JPA.
2. Planning Committee Jurisdiction. The Planning Committee is responsible for making recommendations regarding the Diversion Authority Board’s meeting agenda items and regarding the policy goals and objectives for the Authority.
3. Planning Committee Membership. The Planning Committee shall consist of:
 - a. One (1) Diversion Authority Board member recommended by the Fargo City Commission and appointed by the Diversion Authority Board;
 - b. One (1) Diversion Authority Board member recommended by the Moorhead City Council and appointed by the Diversion Authority Board;
 - c. One (1) Diversion Authority Board member recommended by the Cass County Commission and appointed by the Diversion Authority Board;
 - d. One (1) Diversion Authority Board member recommended by the Clay County Commission and appointed by the Diversion Authority Board; and
 - e. One (1) Diversion Authority Board member recommended by the CCJWRD Board and appointed by the Diversion Authority Board; and

- f. One (1) Diversion Authority Board member recommended by the City Commission of the City of West Fargo and appointed by the Diversion Authority Board.
4. Planning Committee Member Terms. The terms for members of the Planning Committee shall commence on January 1st and end on December 31.
5. Organizational Meeting. An organizational meeting of the Planning Committee shall be held within one hundred fifty (150) days of the Effective Date of this Resolution and shall be called at a time to be determined by the Diversion Board Secretary. The Diversion Board Secretary shall ensure that proper notice of this meeting is given.
6. Planning Committee Chair. The Planning Committee shall select a chair by majority vote of its members.
7. Member Entity Staff. Member Entities may provide support staff and services for the Planning Committee, but Member Entity staff may not serve as members of the Planning Committee.
8. Sunset on Planning Committee. In the event that the Diversion Authority Board determines by an affirmative vote of a majority of all Diversion Authority Board Members that the Planning Committee is no longer needed, the Diversion Authority Board may vote to suspend regular meetings of the Planning Committee and allow the Planning Committee to meet only on an as-needed basis.
9. Dissolution of Planning Committee. In the event that the Diversion Authority Board determines by an affirmative vote of a majority of all Diversion Authority Board Members that the Planning Committee is no longer needed, the Diversion Authority Board may dissolve the Planning Committee.
10. Effective Date. This Resolution shall take effect immediately upon adoption.

Dated: September 22, 2022

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

Chad Peterson, Chair

ATTEST:

Dawn Lindblom, Secretary

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

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

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION TO DISSOLVE THE PUBLIC OUTREACH COMMITTEE OF
THE METRO FLOOD DIVERSION AUTHORITY**

WHEREAS, Section 5.01 of the Joint Powers Agreement dated June 1, 2016, (“JPA”), establishes the governing body of the Diversion Authority, the Diversion Authority Board, and sets forth its member composition; and

WHEREAS, Article VI of the JPA contains the powers, duties, and requirements of committees established by the Diversion Authority Board; and

WHEREAS, Section 6.16 of the JPA states that the Public Outreach Committee was a temporary sub-committee created by the Limited Joint Powers Agreement and that it may be dissolved by an affirmative vote of a majority of all Diversion Authority Board Members when the committee is no longer necessary for the Project; and

WHEREAS, the Diversion Authority Board has determined that the Public Outreach Committee’s functions will now fall within the jurisdiction of the Planning Committee and as a result the Public Outreach Committee is no longer necessary; therefore, in accordance with Section 6.16 of the JPA, the Diversion Authority Board desires to dissolve the Public Outreach Committee.

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

1. The Diversion Authority Board hereby dissolves the Public Outreach Committee of the Metro Flood Diversion Authority pursuant to Section 6.16 of the JPA.
2. This Resolution shall take effect immediately upon adoption.

Dated: September 22, 2022

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

Chad Peterson, Chair

ATTEST:

Dawn Lindblom, Secretary

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

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

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION TO DISSOLVE THE AG COMMITTEE OF THE
METRO FLOOD DIVERSION AUTHORITY**

WHEREAS, Section 5.01 of the Joint Powers Agreement dated June 1, 2016, (“JPA”), establishes the governing body of the Diversion Authority, the Diversion Authority Board, and sets forth its member composition; and

WHEREAS, Article VI of the JPA contains the powers, duties, and requirements of committees established by the Diversion Authority Board; and

WHEREAS, Section 6.16 of the JPA states that the Ag Committee was a temporary sub-committee created by the Limited Joint Powers Agreement (LJPA) and that it may be dissolved by an affirmative vote of a majority of all Diversion Authority Board Members when the committee is no longer necessary for the Project; and

WHEREAS, the Diversion Authority Board has determined that the Ag Committee’s functions will now fall within the jurisdiction of the Planning Committee and as a result the Ag Committee is no longer necessary; therefore, in accordance with Section 6.16 of the JPA, the Diversion Authority Board desires to dissolve the Ag Committee.

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

1. The Diversion Authority Board hereby dissolves the Ag Committee of the Metro Flood Diversion Authority pursuant to Section 6.16 of the JPA.
2. This Resolution shall take effect immediately upon adoption.

Dated: September 22, 2022

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

Chad Peterson, Chair

ATTEST:

Dawn Lindblom, Secretary

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

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

2022-2028 EMPLOYMENT AGREEMENT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY

AND

JOEL PAULSEN

Dated as of September 1, 2022

Relating to:

**An Agreement outlining the respective roles and responsibilities to serve as the
Executive Director of the Metro Flood Diversion Authority.**

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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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made effective as of September 1, 2022 (the “Effective Date”), by and between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (hereinafter the “Authority”) and JOEL PAULSEN, an individual (hereinafter “Employee”).

WHEREAS, due to the frequent flooding in the Fargo-Moorhead metropolitan area, and the extensive damages caused thereby, the City of Fargo, the City of Moorhead, Cass County, Clay County, and the Cass County Joint Water Resource District joined together to execute the Joint Powers Agreement and form the Authority; and

WHEREAS, under the terms of the Joint Powers Agreement, the Authority may employ an Executive Director to function as the chief administrative officer of the Authority; and

WHEREAS, the role of the Executive Director will be to report directly and be responsible to the Diversion Authority Board for the efficient and effective day-to-day administration and leadership of the Comprehensive Project; and

WHEREAS, after consideration of the Employee’s application and an interview process, the Diversion Authority Board selected the Employee as the most qualified applicant to fill the Executive Director position and extended him an offer of employment; and

WHEREAS, the Authority and the Employee entered into a prior employment agreement for the years 2019 through 2022; and

WHEREAS, the Authority and the Employee desire to Employee to continue his employment with the Authority; and

WHEREAS, following negotiation of contract terms, the Authority and the Employee desire to memorialize the terms and conditions of the Employee’s employment as the Executive Director in this Agreement.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

“**Agreement**” means this Employment Agreement by and between the Authority and the Employee.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of North Dakota, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with 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 or the Employee.

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

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

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

“Cass County Commission” means the governing body of Cass County.

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

“Cass County Members” means the three (3) individuals appointed by the Cass County Commission to serve on the Diversion Authority Board.

“Cause” has the meaning set forth in Section 7.02 hereof.

“Chair” means the individual of the Diversion Authority Board who is selected pursuant to the Joint Powers Agreement to preside over meetings of the Diversion Authority Board.

“City of Fargo” means the City of Fargo, North Dakota, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

“City of Fargo Members” means the three (3) individual members of the Fargo City Commission representing the City of Fargo on the Diversion Authority Board, consisting of two (2) individuals appointed by the Fargo City Commission and the Mayor of the City of Fargo.

“City of Moorhead” means the City of Moorhead, Minnesota, a Minnesota Home Rule City and political subdivision of the State of Minnesota.

“City of Moorhead Members” means the two (2) individual members of the Moorhead City Council representing the City of Moorhead on the Diversion Authority Board, consisting of one (1) individual appointed by the Moorhead City Council and the Mayor of the City of Moorhead.

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

“Clay County Commission” means the governing body of Clay County.

“Clay County Members” means the two (2) individual members of the Clay County Commission appointed by the Clay County Commission to serve on the Diversion Authority Board.

“Co-Deputy Executive Director” means the individual(s) selected pursuant to the Joint Powers Agreement who are designated to act as the Executive Director in the event a vacancy exists in the office of the Executive Director.

“Commencement Date” means September 1, 2022.

“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 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.

“Contract Year” means the 12-month period commencing on the Commencement Date and ending on the date preceding the first anniversary of the Commencement Date and each 12-month period thereafter during the Term commencing on the anniversary of the Commencement Date and ending on the date preceding the next anniversary of the Commencement Date.

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

“Effective Date” means September 1, 2022.

“Employee” means Joel Paulsen, an individual.

“Executive Director” means the chief administrative officer of the Authority.

“Fargo City Commission” means the governing body of the City of Fargo.

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

“Fiscal Agent” means a third party private financial entity or the Bank of North Dakota or a Member Entity appointed by the Diversion Authority Board pursuant to sections 5.09 and 10.03 of the Joint Powers Agreement. The current Fiscal Agent is the City of Fargo.

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

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

“Member Entity” means the City of Moorhead, the City of Fargo, Clay County, Cass County, or the Cass County Joint Water Resource District, or their successors and assigns, as the context may require; references to **“Member Entities”** means the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District, and their successors or assigns, collectively.

“Minnesota Board Member” includes the Clay County Members and the City of Moorhead Members.

“Moorhead City Council” means the governing body of the City of Moorhead.

“Non-Federal Sponsors” means the City of Fargo, the City of Moorhead, and the Authority.

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

“Program Management Consultant” means the Authority’s management consultant that will coordinate the planning and implementation of the Comprehensive Project.

“State” means the State of North Dakota.

“Term” means the term of this Agreement as defined by Section 4.01 hereof.

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

“Work Plan Goals” means those goals established by the Diversion Authority Board on an annual basis in accordance with Section 6.01 hereof.

ARTICLE II. POSITION

Section 2.01 POSITION. The Authority agrees to employ Employee as its Executive Director, and the Employee agrees to serve as the Executive Director in accordance with the terms and conditions of this Agreement, the Joint Powers Agreement, and Applicable Law, and to perform such other legally permissible and proper duties and functions as the Authority from time to time assigns.

Section 2.02 HOURS OF WORK. The Employee’s normal working hours shall be 8 a.m. until 5 p.m., and the Authority requires that the Employee attend all meetings of the Diversion Authority Board and of the Authority’s committees even if such meetings occur outside of the Employee’s normal working hours. The Employee may request approval from the Diversion Authority Board to be absent from a meeting.

Section 2.03 EMPLOYMENT RELATIONSHIP. It is specifically agreed that the Employee, as Executive Director, is an employee of the Authority, and the Authority shall have the right to deduct or withhold from the compensation due to the Employee any and all sums required by law to be deducted or withheld, including without limitation, federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

Section 2.04 AT-WILL EMPLOYMENT. Subject to the notice provisions set forth in section 7.03 of this Agreement, the Employee is employed by the Authority on an at-will basis. Nothing in this Agreement, except as otherwise provided, shall limit the right to terminate the at-will employment.

Section 2.05 COMMENCEMENT DATE. Employee shall commence work on September 1, 2022 (the “Commencement Date”).

ARTICLE III. DUTIES

Section 3.01 JOB DUTIES. The Authority will employ the Employee as Executive Director to perform a wide range of duties and tasks as described in the Joint Powers Agreement, including, but not limited to, the following:

(a) Overseeing the overall management of all administrative affairs and functions under the jurisdiction of the Diversion Authority Board;

(b) Ensuring compliance and enforcement of the Joint Powers Agreement and resolutions of the Diversion Authority Board;

(c) Hiring qualified staff to assist the Executive Director in the performance of duties as approved by the Diversion Authority Board;

(d) Supervising all Authority administration and related functions as directed by the Diversion Authority Board, including:

- (1) Personnel systems;
- (2) Budget systems;
- (3) Purchasing systems;
- (4) Management information systems;
- (5) Communications systems; and
- (6) Planning;

(e) Supervising all Authority purchases including procurement of services as directed by the Diversion Authority Board and pursuant to purchasing regulations established by the Diversion Authority Board;

(f) Administering various agreements and contracts entered into by the Diversion Authority Board;

(g) Attending Diversion Authority Board meetings, making recommendations to the Diversion Authority Board for the adoption of measures necessary for the efficient administration of the Authority's affairs, and keeping the Diversion Authority Board fully informed of the Comprehensive Project;

(h) Identifying expertise and innovative solutions necessary to administer project tasks, leading a diverse team of consultants, contractors, entity staff, and implementing the Comprehensive Project;

(i) In cooperation with the Finance Committee and the Fiscal Agent, preparing and submitting to the Diversion Authority Board a proposed annual budget and long-range capital expenditure program for such period as the Diversion Authority Board may direct, each of which shall include detailed estimates of revenues and expenditures, and enforcing the provisions of the budget when adopted by the Diversion Authority Board;

(j) Examining the books and papers of officers and departments of the Authority as directed by the Diversion Authority Board and reporting the findings to the Diversion Authority Board, keeping the Diversion Authority Board fully advised as to the financial condition and needs of the Authority, and making other reports from time to time as required by the Diversion Authority Board or as the Executive Director deems advisable;

(k) Developing and implementing administrative procedures for the Authority as directed by the Diversion Authority Board;

(l) Representing the Authority in public and at stakeholder meetings and events;

(m) Serving as the Authority's ambassador;

(n) Organizing and directing all aspects of government relations;

(o) Advocating for the Comprehensive Project with local, state, and federal staff and elected officials;

(p) Serving as the Authority's legislative liaison with local, state, and federal officials;

(q) Serving as public information officer for the Authority;

(r) Performing such other management and administrative duties as directed from time to time by the Diversion Authority Board; and

(s) Managing and directing the Program Management Consultant.

(t) Interpret, follow and monitoring Operational Policies as defined in the MFDA Governance Policies.

Section 3.02 POLICY DECISIONS. All policy decisions regarding the Authority shall be made by the Diversion Authority Board, not by the Employee.

Section 3.03 SCOPE OF EMPLOYMENT. The Employee will faithfully and diligently perform all of the duties, responsibilities, and powers so vested, delegated, or assigned, and will uphold and enforce all laws of the United States and of the State. The Employee will perform his duties as Executive Director with integrity and engage in activities and conduct that reflect positively on the Authority. The Employee will devote full time to his duties and responsibilities to the Authority and will utilize his skills and ability to promote the interests of the Authority. The Employee will not hold any other employment or perform any services for any other entity or person, other than a member of his family, and will not accept any remuneration therefor, without the prior approval of the Authority, except as set forth below:

(a) Employee may continue his position as President of the Red River Valley Professionals Chapter of Engineers Without Borders, USA. Employee shall not devote more than 3 hours per week to this position, without the prior approval of the Authority.

(b) Employee may continue to serve as City Engineer for the City of Middle River, Minnesota. Employee shall not devote more than 4 hours per week to this position without the prior approval of the Authority. Employee is responsible for procuring and maintaining all required professional and/or errors and omissions insurance policies and/or coverages necessary for serving as the City Engineer of the City of Middle River and currently has insurance coverage through NorthStar Mutual Insurance for his duties as the City Engineer for the City of Middle River. The Authority shall not be responsible for securing any insurance policies associated with serving as the City Engineer for the City of Middle River, Minnesota and the indemnification provisions set forth in Section 9.02 of this Agreement shall not apply to Employee's service as the City Engineer for Middle River.

ARTICLE IV. TERM

Section 4.01 TERM. The Term of this Agreement shall be for a period of six (6) calendar years, beginning on September 1, 2022 (the "Commencement Date"). At least six (6) months prior to the sixth anniversary of the Commencement Date, the Authority and the Employee shall, in Good Faith, enter into negotiations for the extension of the term of this Agreement. If the Authority and the Employee are unable to come to mutually agreed upon terms for the extension of this Agreement by the third anniversary of the Commencement Date, then this Agreement will automatically terminate upon the third anniversary of the Commencement Date. The Employee's tenure, service, and authority as Executive Director may additionally be terminated by the Authority, or through resignation, in accordance with Article VII hereof.

ARTICLE V. SALARY AND BENEFITS

Section 5.01 SALARY. The Authority shall pay the Employee a base salary of two hundred twenty-three thousand seven hundred thirty-six and 39/100 dollars (\$223,736.39) per annum, payable once a month.

Section 5.02 COST OF LIVING ADJUSTMENTS. Annual cost of living adjustment increases will occur on the employee's anniversary date and will generally follow the Social Security Administration's guidance, along with other relevant factors, including but not limited to cost of living adjustments given to other Authority employees.

Section 5.03 DISCRETIONARY ADJUSTMENTS. At or before the end of each calendar year, the Diversion Authority Board has the discretion to provide the Employee additional salary adjustments, outside of cost of living adjustments. Additional salary adjustments will be merit-based and will be awarded by the Diversion Authority Board for satisfactory performance and the achievement of Work Plan Goals. The effective date for any additional salary adjustment will be the anniversary of the Commencement Date, .

Section 5.04 BENEFIT AND RETIREMENT PLANS. The Employee will receive benefit and retirement packages through Cass County pursuant to an agreement entered between Cass County and the Diversion Authority. Such benefit and retirement packages will be the same as those offered to other Cass County employees.

Section 5.05 AUTOMOBILE USAGE. The Employee will be allowed to utilize any automobiles that are a part of Cass County's automobile fleet to carry out the job duties described herein. In the event such an automobile is unavailable to the Employee and the Employee must utilize another vehicle, the Diversion Authority will reimburse the Employee for mileage pursuant to the applicable calendar year's standard mileage rate as set by the Internal Revenue Service.

Section 5.06 VACATION LEAVE. Effective upon the Commencement Date, the Employee shall be credited with eighty (80) hours of accrued vacation leave. On the first of each month following the Commencement Date, the Employee shall be credited with an additional twelve (12) hours of accrued vacation leave. Accrued vacation leave upon the termination or resignation of the Employee will be paid out to the Employee only as required by State law.

Section 5.07 SICK LEAVE. Effective upon the Commencement Date, the Employee shall be credited with twelve (12) hours of accrued sick leave. On the first of each month following the Commencement Date, the Employee shall be credited with an additional eight (8) hours of accrued sick leave. Accrued sick leave upon the termination or resignation of the Employee will be paid out to the Employee only as required by State law.

Section 5.08 HOLIDAY LEAVE. The Employee shall be allowed to observe the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.

Section 5.09 EXPENSES. The Authority agrees to pay or to reimburse the Employee for all reasonable, ordinary, necessary, and documented business expenses incurred during the Term in the performance of his services. The Employee, as a condition precedent to obtaining such payment or reimbursement, shall provide the Authority any and all statements, bills, or receipts evidencing the

travel or out-of-pocket expenses for which the Employee seeks payment or reimbursement and any other information as the Authority may from time to time reasonably require.

Section 5.10 CELL PHONE. The Authority will provide, at no cost to Employee, a cell/smart phone with an unlimited data plan, to be used for employment-related activities.

**ARTICLE VI.
PERFORMANCE STANDARDS/REVIEWS**

Section 6.01 WORK PLAN GOALS. Each Contract Year, the Diversion Authority Board shall establish Work Plan Goals for the Employee. The Work Plan Goals will generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

Section 6.02 EVALUATION. The Employee shall have a yearly performance review one (1) year at the end of each calendar year, the Diversion Authority Board has the discretion to provide the Employee additional salary adjustments, outside of cost of living adjustments. Additional salary adjustments will be merit-based and will be awarded by the Diversion Authority Board for satisfactory performance and the achievement of Work Plan Goals. The process of evaluation shall be as follows:

(a) The Employee shall prepare a written self-appraisal in which he discusses his performance toward meeting Work Plan Goals, assesses his skills in management of the Diversion Authority Board, and proposes a set of personal performance objectives, considering Work Plan Goals, for the next appraisal period.

(b) The Chair and/or General Counsel for the Diversion Authority shall provide each member of the Diversion Authority Board a form to evaluate the Employee's performance. The Chair and/or General Counsel shall collect the evaluation forms from each board member and shall draft a single comprehensive performance evaluation based upon this information. The Employee and the Chair and/or General Counsel shall meet together to discuss and consolidate the two (2) appraisal documents, including the personal performance objectives for the coming period.

(c) The Chair shall present the completed appraisal to the Diversion Authority Board for discussion (as needed) with the Employee regarding performance review.

**ARTICLE VII.
TERMINATION/RESIGNATION**

Section 7.01 TERMINATION. Pursuant to section 5.09 of the Joint Powers Agreement, the decision whether to terminate this Agreement shall be determined by a simple majority vote of the members of the Diversion Authority Board present; provided, however, that at least one (1) affirmative vote to terminate must be cast by a Minnesota Board Member, a City of Fargo Member, and a Cass County Member. Termination may occur with or without Cause and at any time.

Section 7.02 TERMINATION FOR CAUSE. The Authority, by direction of the Diversion Authority Board, shall be entitled to terminate the Agreement and to discharge the Employee for

Cause effective upon the giving of written notice. The term “Cause” shall include the following grounds:

- (a) the Employee’s failure or refusal to perform his duties and responsibilities as set forth in Article III to the satisfaction of the Authority or to abide by the directives of the Diversion Authority Board or the Employee’s failure to devote all of his time and attention exclusively to the business and affairs of the Authority in accordance with the terms hereof;
- (b) the misappropriation of the funds or property of the Authority;
- (c) the use of illegal drugs or the abuse of alcohol;
- (d) the commission of any act that constitutes a felony or any crime involving moral turpitude, dishonesty, or theft;
- (e) the commission in bad faith by the Employee of any act that materially injures or could reasonably be expected to materially injure the reputation, business, or business relationships of the Authority;
- (f) any misconduct or negligence by the Employee in the performance of his duties; and
- (g) any breach (not covered by any of the causes (a) through (f) above) of any material provision of this Agreement.

Section 7.03 TERMINATION WITHOUT CAUSE. Notwithstanding anything contained in Section 7.02 to the contrary, the Authority, by direction of the Diversion Authority Board, shall have the right at any time during the Term to terminate the employment of the Employee without Cause by giving ninety (90) days’ written notice to the Employee setting forth a date of termination. In the event that the Authority exercises its rights under this section, Employee and Authority will develop a transition employment plan covering the Employee’s job duties during the final ninety (90) days of his employment.

Section 7.04 TERMINATION FOR DEATH OR DISABILITY. In the event of the Employee’s death, the date of termination of this Agreement shall be the date of the Employee’s death. In the event the Employee shall be unable to perform his duties hereunder by virtue of illness or physical or mental incapacity or disability (from any cause or causes whatsoever) in substantially the manner and to the extent required hereunder prior to the commencement of such disability (all such causes being herein referred to as “disability”) for periods aggregating forty five (45) days, whether or not continuous, in any continuous period of three hundred sixty (360) days, the Authority shall have the right to terminate the Employee’s employment hereunder at the end of any calendar month during the continuance of such disability upon written notice to him.

Section 7.05 RESIGNATION. The Employee may resign from his position as Executive Director at any time by providing ninety (90) calendar days advanced written notice to the Co-Deputy Executive Directors.

ARTICLE VIII. DISPUTE RESOLUTION

Section 8.01 INTENT AND PROCEDURE. The Parties will cooperate and use their best efforts to ensure that the various provisions of this 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, the following procedure will be used.

Section 8.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties 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 8.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 8.02, the Parties may litigate the matter.

Section 8.04 LITIGATION; VENUE. Any litigation arising out of this Agreement shall be heard in the state or federal courts located in Cass County, North Dakota, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 8.05 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 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 Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE IX. MISCELLANEOUS

Section 9.01 CONFLICTS OF INTEREST. The Employee shall avoid conflicts, potential or real, between his own personal and financial interests and that of the Authority, and the Employee shall notify the Diversion Authority Board as soon as possible of any potential conflict of interest that may arise.

Section 9.02 INDEMNIFICATION. The Authority shall, to the fullest extent authorized by law, and subject to the qualifications set forth herein, indemnify and hold Employee harmless against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney’s fees, and legal fees or disbursements paid or incurred, and against all liability, losses, and damages of any nature whatsoever, to any person who makes or asserts a claim against Employee

for acts occurring within the scope of his employment as set forth in this Agreement. Nothing herein shall be deemed a waiver by the Authority of the limits on liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. The Authority's obligation to hold and save Employee harmless shall be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time. This indemnification and hold harmless obligation shall not apply to any act or omission of Employee for which the Employee is guilty of malfeasance in office, willful neglect of duty, or bad faith. This indemnity and hold harmless obligation shall survive the termination of this Agreement for a period of six (6) years after this Agreement has been terminated.

Section 9.03 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Employee agrees and acknowledges that employment with a public agency in North Dakota requires his compliance with North Dakota Open Records requirements and that, as permitted under North Dakota law, his personnel file may be subject to release or inspection pursuant to a North Dakota open records request.

Section 9.04 AMENDMENTS. This Agreement shall be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 9.05 COUNTERPARTS. This Agreement may be executed simultaneously 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 9.06 MERGER. This Agreement supersedes all prior oral or written communications between the Parties.

Section 9.07 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the employment relationship between the Authority and the Employee and replaces all prior agreements or understandings.

Section 9.08 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 9.09 BINDING EFFECT. The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective Parties.

Section 9.10 ELECTRONIC SIGNATURES. The Parties agree that an electronic signature to this agreement shall be as valid as an original signature of the Authority and Employee and shall be effective to bind the signatories to this agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf"), DocuSign, or other replicating image attached to an electronic mail or internet message.

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

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this Agreement on the ____ of _____, 2022.

AUTHORITY:

**METRO FLOOD DIVERSION
AUTHORITY**

By: _____
CHAD PETERSON, Chair

By: _____
MICHAEL J. REDLINGER, Co-
Deputy Executive Director

By: _____
ROBERT W. WILSON, Co-Deputy
Executive Director

ATTEST:

DAWN LINDBLUM, Secretary

APPROVED AS TO FORM AND CONTENT

JOHN T. SHOCKLEY, General Counsel

Signature Page for Employee

By signing below, I agree and acknowledge that: I have been provided a copy of this Employment Agreement, dated September 1, 2022, more than twenty-one (21) days prior to its Effective Date; I have had ample time to review the terms and conditions of this Agreement; and, I have had an opportunity to have it reviewed by my attorney.

EMPLOYEE:

Joel Paulsen

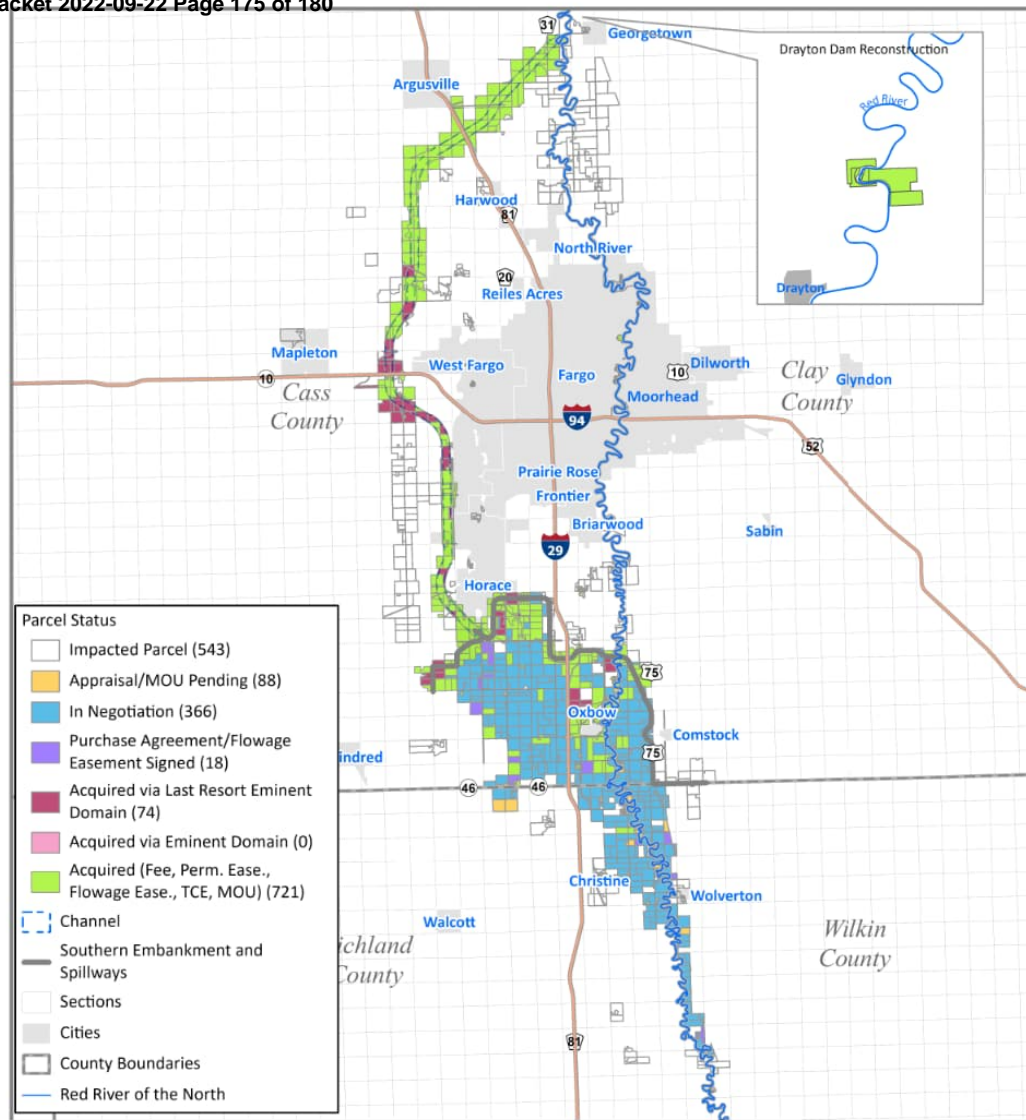
Dated: September _____, 2022



METRO
FLOOD
DIVERSION
AUTHORITY

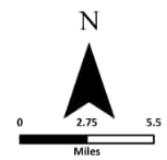
September 2022





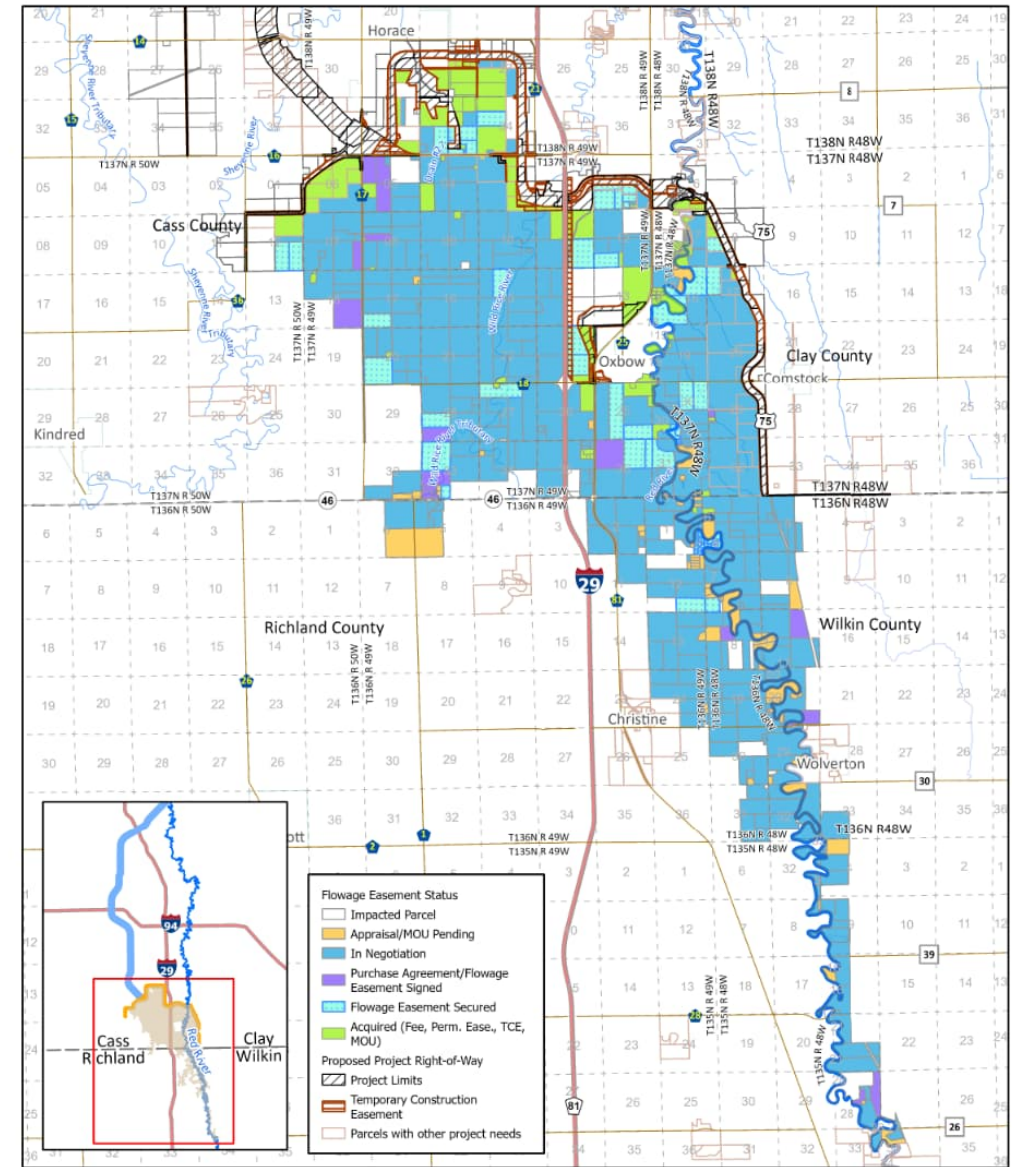
- Parcel Status**
- Impacted Parcel (543)
 - Appraisal/MOU Pending (88)
 - In Negotiation (366)
 - Purchase Agreement/Flowage Easement Signed (18)
 - Acquired via Last Resort Eminent Domain (74)
 - Acquired via Eminent Domain (0)
 - Acquired (Fee, Perm. Ease., Flowage Ease., TCE, MOU) (721)
 - ▭ Channel
 - ▭ Southern Embankment and Spillways
 - ▭ Sections
 - ▭ Cities
 - ▭ County Boundaries
 - ▭ Red River of the North

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_Bx11



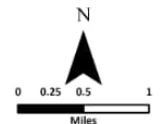
PROPERTY ACQUISITION STATUS REPORT

Date: 9/12/2022



- Flowage Easement Status**
- Impacted Parcel
 - Appraisal/MOU Pending
 - In Negotiation
 - Purchase Agreement/Flowage Easement Signed
 - Flowage Easement Secured
 - Acquired (Fee, Perm. Ease., TCE, MOU)
 - ▭ Project Right-of-Way
 - ▭ Project Limits
 - ▭ Temporary Construction Easement
 - ▭ Parcels with other project needs

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. Edited by records | C:\Data\Projects\GIS\Projects\FM Area Diversion\FMDiversionParcelStatus.aprx | Layout: UMA Status_Flowage Easement_Report_Bx11



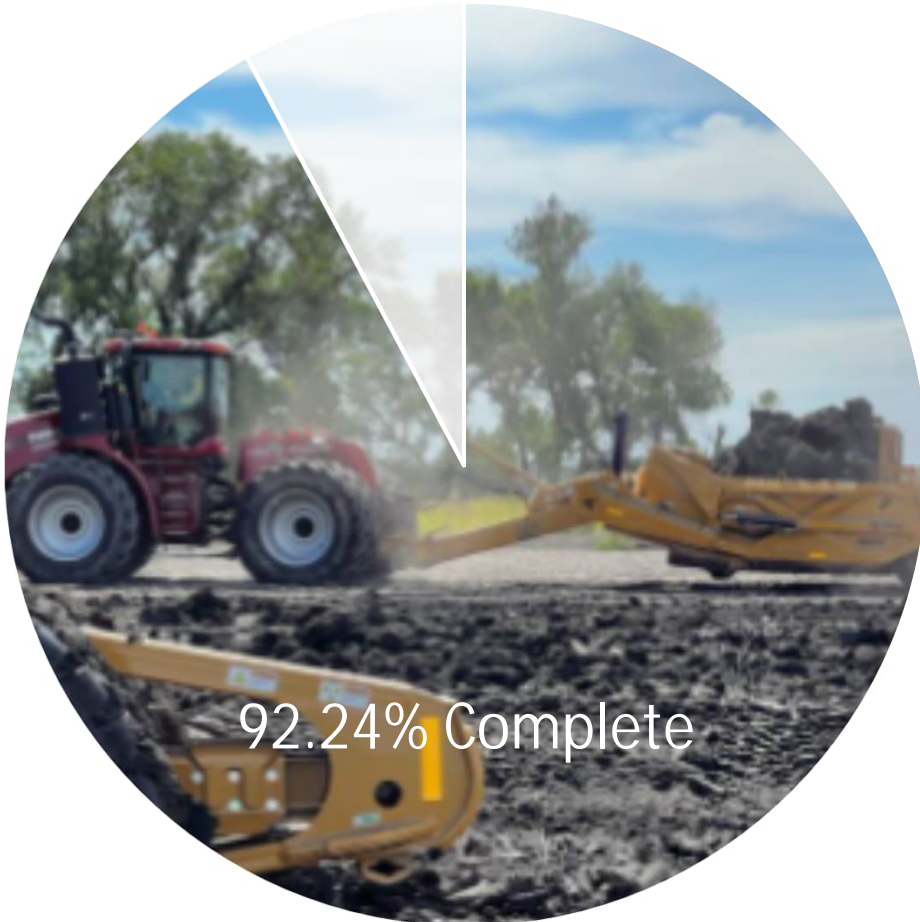
FLOWAGE EASEMENT ACQUISITION STATUS REPORT

Date: 9/12/2022



Property Acquisition Progress

Construction Footprint*



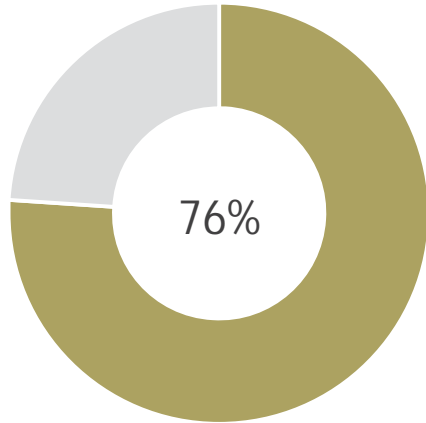
UMA Footprint**



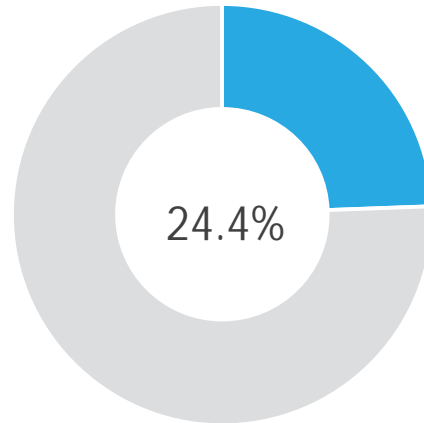
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Does not include parcels affected by or within Christine or Wolverton ring levees

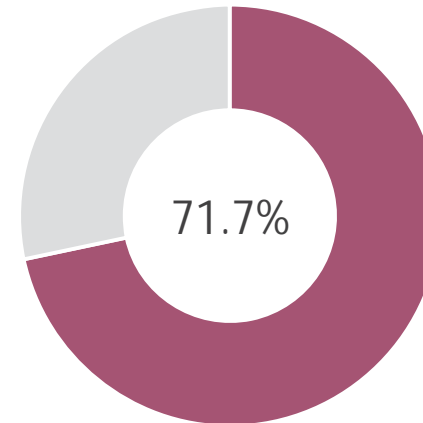
Property Acquisition Progress by Location



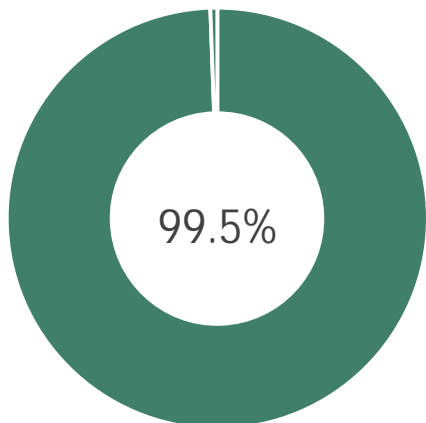
Southern Embankment & Associated Infrastructure



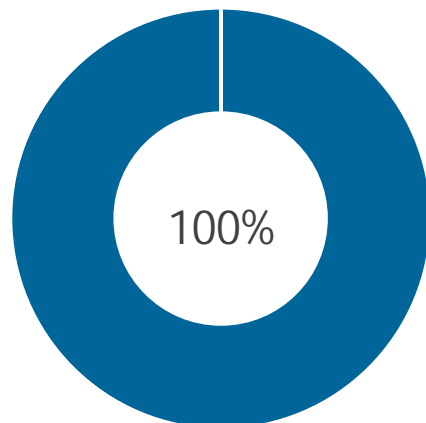
Upstream Mitigation Area



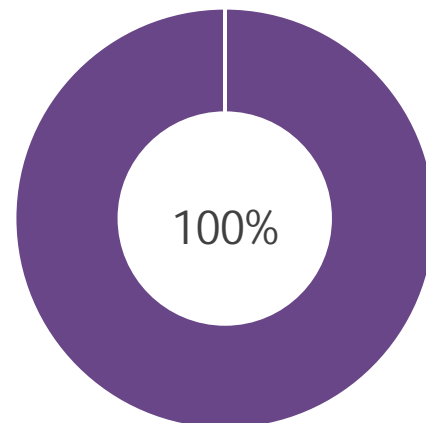
Environmental Monitoring Easements



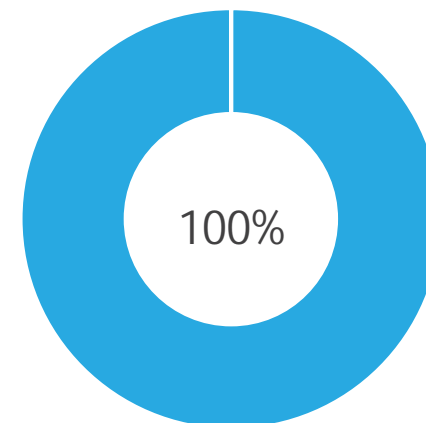
Stormwater Diversion Channel



Oxbow-Hickson-Bakke



MFDA-Constructed In-Town Levees



Drayton Dam Mitigation

Property Acquisition Status Report

Key Activities in September

- Negotiating settlement agreements for existing eminent domain actions
- Conducting appraisal reports and making purchase offers for SE-2B and Phase 3 Flowage Easement properties
- Planning for sending Last Written Offers for Flowage Easements
- Planning two UMA Crop Insurance and Flowage Easement public meetings in November
- Presenting a new Irrevocable License Agreement option for unsigned Environmental Monitoring Easements



4784 Amber Valley Parkway South
Suite 200
Fargo,
ND 58104
www.jacobs.com

September 15, 2022

Attention: Joel Paulsen, Executive Director
Metro Flood Diversion Authority
4784 Amber Valley Parkway South,
Suite 100
Fargo,
ND 58104

Project Name: FM Diversion
Project Number: WP-50G

Subject: Work Package WP50G Structure Mitigation Recommendation of Award

Dear Diversion Authority,

The contract for Structure Mitigation (Removal) was publicly advertised and three bids were received at the virtual public bid opening on September 15, 2022.

The bids were from:

1. Gordon Construction of Mahnomen, Inc. in the amount of \$2,313,711.11
2. Industrial Builders Inc., in the amount of \$1,122,966.00
3. Schmidt & Sons Construction Inc. in the amount of \$794,312.00

The Engineers Estimate for this project was \$838,094.50

Jacobs, (PMC) HMG LLC. (EOR) and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Diversion Authority award this contract for WP50G to Schmidt & Sons Construction Inc. in the amount of \$794,312.00 as the lowest responsive bidder. Enclosed is the project Bid Tabulation Assessment.

Please contact me at ian.joynes@jacobs.com if you have any questions regarding this recommendation.

Yours sincerely,

Ian Joynes

Ian Joynes, BEng CEng FICE, Construction Contracts Manager

Copies to:

Kris Bakkegard
Bob Zimmerman
Matt Stamness
Nathan Boerboom
Jason Benson
Justin Sorum

Bid Tabulation Assessment

Project: WP50G - Structure Mitigation

Bid Opening September 15, 2022

No.	ITEM	QUANTITY	UNIT	Gordon Construction of Mahnomen, Inc		Industrial Builders Inc.		Schmidt & Sons Construction Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	\$ 98,000.00	\$ 98,000.00	\$ 49,710.00	\$ 49,710.00	\$ 10,000.00	\$ 10,000.00
2.	Clearing and Grubbing	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 126,000.00	\$ 126,000.00	\$ 20,000.00	\$ 20,000.00
3a	Removals - OIN 837, 4946 170th Ave SE - House	1	LS	\$ 40,984.59	\$ 40,984.59	\$ 28,000.00	\$ 28,000.00	\$ 48,000.00	\$ 48,000.00
3b	Removals - OIN 837, 4946 170th Ave SE - Basement	1	LS	\$ 40,989.59	\$ 40,989.59	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
3c	Removals - OIN 837, 4946 170th Ave SE - All removal items excluding house and basement	1	LS	\$ 40,984.59	\$ 40,984.59	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00
4a	Removals - OIN 1834, 184 180th Ave S - House	1	LS	\$ 126,801.48	\$ 126,801.48	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00
4b	Removals - OIN 1834, 184 180th Ave S - Basement	1	LS	\$ 126,801.48	\$ 126,801.48	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
4c	Removals - OIN 1834, 184 180th Ave S - All removal items excluding house and basement	1	LS	\$ 126,801.48	\$ 126,801.48	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00
5a	Removals - OIN 9234, 15253 3 St S - House	1	LS	\$ 79,858.75	\$ 79,858.75	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00
5b	Removals - OIN 9234, 15253 3 St S - Basement	1	LS	\$ 79,858.75	\$ 79,858.75	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00
5c	Removals - OIN 9234, 15253 3 St S - All removal items excluding house and basement	1	LS	\$ 79,858.75	\$ 79,858.75	\$ 36,000.00	\$ 36,000.00	\$ 50,000.00	\$ 50,000.00
6a	Removals - OIN 1127, 4111 124th Ave S - House	1	LS	\$ 24,634.59	\$ 24,634.59	\$ 28,000.00	\$ 28,000.00	\$ 18,000.00	\$ 18,000.00
6b	Removals - OIN 1127, 4111 124th Ave S - Basement	1	LS	\$ 24,634.59	\$ 24,634.59	\$ 16,000.00	\$ 16,000.00	\$ 7,000.00	\$ 7,000.00
6c	Removals - OIN 1127, 4111 124th Ave S - All removal items excluding house and basement	1	LS	\$ 24,634.59	\$ 24,634.59	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00
7a	Removals - OIN 1129, 4103 124th Ave S - House	1	LS	\$ 36,131.59	\$ 36,131.59	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00
7b	Removals - OIN 1129, 4103 124th Ave S - Basement	1	LS	\$ 36,131.59	\$ 36,131.59	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00
7c	Removals - OIN 1129, 4103 124th Ave S - All removal items excluding house and basement	1	LS	\$ 36,131.59	\$ 36,131.59	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00
8a	Removals - OIN 1131, 4203 124th Ave S - House	1	LS	\$ 24,201.25	\$ 24,201.25	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
8b	Removals - OIN 1131, 4203 124th Ave S - Basement	1	LS	\$ 24,201.25	\$ 24,201.25	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00
8c	Removals - OIN 1131, 4203 124th Ave S - All removal items excluding house and basement	1	LS	\$ 24,201.25	\$ 24,201.25	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
9a	Removals - OIN 1926, 17449 50th St SE - House	1	LS	\$ 44,885.00	\$ 44,885.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
9b	Removals - OIN 1926, 17449 50th St SE - Basement	1	LS	\$ 44,885.00	\$ 44,885.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00
9c	Removals - OIN 1926, 17449 50th St SE - All removal items excluding house and basement	1	LS	\$ 44,885.00	\$ 44,885.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
10a	Removals - OIN 1992, 5251 174 1/2 Ave SE - House	1	LS	\$ 111,043.75	\$ 111,043.75	\$ 85,000.00	\$ 85,000.00	\$ 25,000.00	\$ 25,000.00
10b	Removals - OIN 1992, 5251 174 1/2 Ave SE - Basement	1	LS	\$ 111,043.75	\$ 111,043.75	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
10c	Removals - OIN 1992, 5251 174 1/2 Ave SE - All removal items excluding house and basement	1	LS	\$ 111,043.75	\$ 111,043.75	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00
11a	Removals - OIN 858, 17247 52nd St E - House	1	LS	\$ 45,984.90	\$ 45,984.90	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00
11b	Removals - OIN 858, 17247 52nd St E - Basement	1	LS	\$ 45,984.90	\$ 45,984.90	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
11c	Removals - OIN 858, 17247 52nd St E - All removal items excluding house and basement	1	LS	\$ 45,984.90	\$ 45,984.90	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
12a	Removals - OIN 877, 4825 172nd Ave SE - House	1	LS	\$ 34,314.59	\$ 34,314.59	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
12b	Removals - OIN 877, 4825 172nd Ave SE - Basement	1	LS	\$ 34,314.59	\$ 34,314.59	\$ 17,000.00	\$ 17,000.00	\$ 5,000.00	\$ 5,000.00
12c	Removals - OIN 877, 4825 172nd Ave SE - All removal items excluding house and basement	1	LS	\$ 34,314.59	\$ 34,314.59	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00
13.	Top Soil Import	1665	CY	\$55.00	\$ 91,575.00	\$12.00	\$ 19,980.00	\$3.50	\$ 5,827.50
14.	Imported Fill	5040	CY	\$34.00	\$ 171,360.00	\$12.00	\$ 60,480.00	\$3.50	\$ 17,640.00
15.	Seeding & Mulching	73,495	SY	\$1.99	\$ 146,255.05	\$0.80	\$ 58,796.00	\$1.10	\$ 80,844.50
				Gordon Construction of Mahnomen, Inc		Industrial Builders Inc.		Schmidt & Sons Construction Inc.	
				\$2,313,711.11		\$1,122,966.00		\$794,312.00	