Board Agenda

METRO FLOOD DIVERSION AUTHORITY

Diversion Board of Authority

August 25, 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 July 28, 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. 25)
- c. DA Board Approval Contract Actions [Attachment 03.00] (Pg. 34)
    - i. Watts & Associates, New MSA [Attachment 03.01] (Pg. 36)
    - ii. HMG, Task Order 101, Amendment 4 [Attachment 03.02] (Pg. 62)
    - iii. RRVCP Task Order 02, Amendment 0 [Attachment 03.03] (Pg. 66)
- d. MFDA 2021 Audit Report Acceptance of Findings [Attachment 04.00] (Pg. 68)

REGULAR AGENDA:

4. Executive Director Report
   [Attachment 05.00] (Pg. 99)
5. General Counsel Update
    a. Resolution to Change the Meeting Frequency of the Land Management Committee
       [Attachment 06.00] (Pg. 101)
6. USACE Project Update
7. Public Outreach Update
8. Land Management Update
    a. Property Acquisition Status Report
       [Attachment 7.00] (Pg. 103)

Board Agenda

METRO FLOOD DIVERSION AUTHORITY

9. Finance Update
10. Other Business
11. Next Meeting: September 22, 2022
12. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at Twitter.com/FMDiversion

METRO FLOOD DIVERSION AUTHORITY

Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 P.M. – July 28, 2022
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on July 28, 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; Mary Scherling and Rick Steen, Cass County Commissioners; Rodger Olson, Cass County Joint Water Resource District and Larry Seljevold, Moorhead City Council.

Member absent: Kevin Campbell, Clay County Commissioner.

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 JUNE 2022 MEETING
   MOTION PASSED
   Mr. Steen moved to approve the minutes from the June 2022 meeting and Mr. Hendrickson seconded the motion. On a voice vote, the motion carried.

3. APPROVE ORDER OF AGENDA
   MOTION PASSED
   Dr. Mahoney moved to approve the order of the agenda as amended, removing item 6., USACE project update, and Mr. Ebinger seconded the motion. On a voice vote, the motion carried.

   CONSENT AGENDA
   MOTION PASSED
   Dr. Mahoney moved to approve the consent agenda Mr. Ebinger seconded the motion. On a roll call vote, the motion passed.

4. EXECUTIVE DIRECTOR REPORT
   Mr. Paulsen provided the following update:
   Media & Event Highlights
   - Riverkeepers Board tour
   - ND Water Joint Summer Meeting presentation and tour
   - Launched first in series of LinkedIn articles

Major Project Accomplishments

- Property settlements achieved with 18 property owners covering 45 parcels in the past 6 months

P3 Updates

•Productive meetings with RRVA

•Groundbreaking save the date messages sent

5. GENERAL COUNSEL UPDATE

a. BNSF Preliminary Engineering Agreement Amendment

Mr. Shockley provided an overview and summary of the proposed agreement with BNSF. The agreement would provide a project engineer employee dedicated to complete various design review and research tasks regarding the flood mitigation plan and potential impacts on rail operations and maintenance.

MOTION PASSED

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

6. USACE PROJECT UPDATE

There was no update in Ms. William's absence.

7. PUBLIC OUTREACH UPDATE

Ms. Willson provided the following public outreach update and a drone video of Drain 27 and the in-town work that is underway was viewed.

The Diversion Current: Distributed Issue 2 on July 7

Groundbreaking Time Change: 11 a.m. August 9, 2022

Videos:

Summer Construction Update published

Finance education video scripted

CURRENT Events video shorts starting

8. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- Property settlements achieved with 18 property owners covering 45 parcels in the past 6 months
- 99.5% of the parcels in the Channel have been acquired
- 76% of the parcels in the Southern Embankment have been acquired
- 19% of the parcels in the upstream mitigation area have been acquired
- 71% of the environmental easements have been signed
- A reminder letter was sent earlier in the month to property owners who have not negotiated their flowage easements

9. FINANCE UPDATE

Mayor Dardis reported that the finance committee approved all the contracting actions that were presented. He also reported that our net position is $135,013,500 and the Eide Bailly audit was distributed for review and will be presented at the August meeting.

MOTION PASSED

Mayor Dardis moved to approve the finance committee report and Mr. Strand seconded the motion. On a roll call vote, the motion carried.

10. OTHER BUSINESS

Mr. Paulsen gave an overview of the updated City of Fargo Work Plan for projects bid in 2022 and Chair Peterson asked for a motion to approve the plan.

MOTION PASSED

Mr. Piepkorn moved to approve the 2022 City of Fargo Work Plan and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

11. NEXT MEETING

The next meeting will be August 25, 2022.

12. ADJOURNMENT

Mr. Steen moved to adjourn, and Mr. Ebinger seconded the motion. The meeting adjourned at 3:51 PM.

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase
As of 07/31/22

							790: FM Diversion Projet Fund			770: Budget Fund			773: Excess Capital Fund			
	2011-2017	2018	2019	2020	2021	2022	Total	2021	2022	Fund	2021	2022	Total	Grand Total
Revenues														
City of Fargo	135,530,327	30,150,091	32,835,957	30,746,840	39,900,525	15,610,261	284,774,000	-	-	-	-	-	-	284,774,000
Cass County	192,414,790	14,305,401	15,637,755	15,716,168	20,605,468	6,916,761	265,596,343	-	-	-	-	-	-	265,596,343
State Water Commission	165,835,767	9,227,010	26,655,616	69,249,584	44,928,872	14,377,541	330,274,390	-	-	-	-	-	-	330,274,390
State of ND - Legacy Fund	-	-	-	-	-	40,200,280	40,200,280	-	-	-	-	-	-	40,200,280
Cass County Joint Water Resource District	-	-	-	-	28,630,991		28,630,991	-	-	-	-	-	-	28,630,991
Other Agencies	706,805	-	-	-	-		706,805	-	-	-	-	-	-	706,805
City of Oxbow MOU Repayment	1,586,436	-	358,178	878,020	122,038		2,944,671	-	-	-	-	-	-	2,944,671
Reimbursements	78,599	27,396	22,600	40,007	52,055		220,657	-	-	-	-	-	-	220,657
Lease/Rental Payments	967,151	527,903	653,883	802,745	622,459	48,400	3,622,540	-	-	-	-	-	-	3,622,540
Asset Sales	1,222,335	-	-	13,234	1,802,265		3,037,835	-	-	-	-	-	-	3,037,835
Interest Income	505,157	1,246,875	1,885,896	1,152,843	1,011,554	445,928	6,248,253	-	-	-	-	-	-	6,248,253
Miscellaneous	3,879	356	-	651	7,336	1,982	14,205	659,570	750,887	1,410,456	-	-	-	1,424,661
Total Revenues	498,851,246	55,485,032	78,049,884	118,600,091	137,683,563	77,601,153	966,270,969	659,570	750,887	1,410,456	-		-	967,681,426
Expenditures														
7905 Army Corp Payments	53,159,000	-	-	-	-	-	53,159,000	-	-	-	-	-	-	53,159,000
7910 WIK - Administration	2,006,449	849,081	1,201,725	2,068,489	2,650,150	991,124	9,767,018	697,145	412,419	1,109,564	-	-	-	10,876,581
7915 WIK - Project Design	28,398,585	2,142,880	2,516,133	3,258,835	2,261,337	691,823	39,269,594	-	-	-	-	-	-	39,269,594
7920 WIK - Project Management	45,205,261	6,817,589	8,326,357	10,369,118	13,629,756	6,591,329	90,939,410	-	-	-	-	-	-	90,939,410
7925 WIK - Recreation	163,223	-	40,000	75,000	-	-	278,223	-	-	-	-	-	-	278,223
7930 LERRDS - North Dakota	170,376,168	8,114,895	30,223,861	66,942,804	42,321,398	16,746,243	334,725,370	-	-	-	-	-	-	334,725,370
7931 LERRDS - Minnesota	2,202,937	4,914	5,352	2,769,551	3,832,050	804,841	9,619,646	-	-	-	-	-	-	9,619,646
7940 WIK Mitigation - North Dakota	843,506	69,283	12,357	97,512	35,279,546	36,799	36,339,003	-	-	-	-	-	-	36,339,003
7941 WIK Mitigation - Minnesota	-	-	-	-	112,271	31,834	144,105	-	-	-	-	-	-	144,105
7950 Construction - North Dakota	69,359,502	4,384,090	18,183,794	12,172,911	25,488,649	567,363	130,156,309	-	-	-	-	-	-	130,156,309
7951 Construction - Minnesota	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7952 Construction - O/H/B	28,025,762	4,111,617	369,936	1,104,928	2,070,541	619,304	36,302,088	-	-	-	-	-	-	36,302,088
7955 Construction Management	10,172,430	296,092	685,741	444,536	180,481	84,171	11,863,450	-	-	-	-	-	-	11,863,450
7980 Operations & Maintenance	34,941	41,493	35,328	79,049	2,971	-	193,782	-	-	-	-	-	-	193,782
7990 Project Financing	14,762,103	9,879,405	11,434,046	12,017,311	14,236,187	672,098	63,001,150	-	-	-	-	-	-	63,001,150
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	221,684	-	-	-	-	-	221,684	-	-	-	-	-	-	221,684
Total Expenditures	424,931,551	36,711,339	73,034,630	111,400,046	142,065,336	27,836,929	815,979,831	697,145	412,419	1,109,564	-	-	-	817,089,395
Other Financing Sources (Uses)														
Transfers From Other Diversion Funds	-	-	-	-	-		-	-	-	-	-	-	-	-
7998 Transfers to Other Diversion Funds	-	-	-	-	659,566	750,000	1,409,566	-	-	-	-	-		1,409,566
Total Other Financing Sources (Uses)	-	-	-	-	659,566	750,000	1,409,566	-	-	-	-	-	-	1,409,566

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	$ 121,611,895	$ 300,893	$ 121,912,788
Cash Horace 3.01 MIT	2,503,837	-	2,503,837
Cash Held In Trust at BND			
Excess Revenue Fund	190,722	-	190,722
Temp Debt Obligation Fund	719,970	-	719,970
Authority Loan Fund	20,176	-	20,176
P3 Reserve Fund	16,120,070	-	16,120,070
Revenue Fund	8		8
Receivables			-
State Water Commission *	7,678,434	-	7,678,434
Prepaid Expense	223,728	-	223,728
Total assets	**149,068,841**	**300,893**	**149,369,733**
Liabilities			
Vouchers payable	-	-	-
Retainage payable	167,668	-	167,668
Rent Deposit	19,600	-	19,600
Total liabilities	**187,268**	**-**	**187,268**
NET POSITION	**$ 148,881,573**	**$ 300,893**	**$ 149,182,466**

***** Receivable balance is as of 6/30/2022

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 29, 2022

Summary Of Expenses
EXP-2022-07

Monday, August 15, 2022

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.33-37	7/14/2022	320604	HighRoad Partners, LLC	$400.00	JULY MONTHLY FEE PEPM	V09701	HR SERVICES
			Other Services / HR Services	**$400.00**			
			770 Subtotal	**$400.00**			
790-0000-206.10-00	7/28/2022	320900	Hoffman & McNamara Co.	$3,000.00	Pay retainage	V02823	LANDSCAPING & PLANTINGS
			Retainage	**$3,000.00**			
790-7910-429.33-20	7/28/2022	320882	EIDE BAILLY LLP	$13,422.00	AUDIT SERVICES-DIVERSION	V06403	2021 AUDIT SERVICES
			Other Services / Accounting Services	**$13,422.00**			
790-7910-429.33-25	7/5/2022	949	OHNSTAD TWICHELL PC	$95,319.51	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
	8/5/2022	950	OHNSTAD TWICHELL PC	$95,780.95	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Other Services / Legal Services	**$191,100.46**			
790-7910-429.33-47	7/28/2022	320975	Schatz & Associates, LLC	$2,300.00	POLICY DEVELOPMENT	V09102	POLICY DEVELOPMNET SUPPO
			Other Services / Consulting Services	**$2,300.00**			
790-7910-429.34-20	7/14/2022	320572	C THREE MEDIA, LLC	$1,015.92	VIDEOGRAPHY SERVICE	V08601	VIDEOGRAPHY
	7/14/2022	320572	C THREE MEDIA, LLC	$12,234.00	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	7/14/2022	320615	Michael H Klein	$3,469.83	PUBLIC OUTREACH/COMM SUPP	V07201	COMMUNICATION CONSULTING
	7/14/2022	320642	Neon Loon Communications, LL	$10,367.50	NEON LOON COMMUNICATIONS	V09601	COMMUNICATIONS SUPPORT
			Technical Services / Marketing / Public Relat.	**$27,087.25**			
790-7910-429.34-40	7/14/2022	320592	Flint Group	$150.00	MFDA MEDIA MONITORING	V10201	WEBSITE DESIGN
	7/14/2022	320592	Flint Group	$4,916.25	MFDA WEBSITE REDESIGN	V10201	WEBSITE DESIGN
			Technical Services / Web Site Develop/Maintain	**$5,066.25**			
790-7910-429.34-56	7/25/2022	ES072200	City of Fargo	$16,480.00	FISCAL AGENT FEE - 07/22	V05902	MONTHLY FISCAL AGENT FEE
				$16,480.00			
790-7910-429.38-68	7/14/2022	320595	GA Group, PC	$4,000.00	GROUP GOVT RELATIONS	V07601	2021 GOVERNMENT RELATIONS
			Other Services / Lobbyist	**$4,000.00**			
790-7910-429.42-05	7/14/2022	320562	Ambassador, Inc.	$925.00	CLEANING SERVICE JUNE 2022	V10501	JANITORIAL SERVICES
			Cleaning Services / Custodial Services	**$925.00**			

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 29, 2022

Summary Of Expenses
EXP-2022-07

Monday, August 15, 2022

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.43-50	7/28/2022	320956	ACONEX (North America) INC	$224,827.77	ACONEX SERVICE CONTRACT	V01401	8 Year Service Agreement
			Repair and Maintenance / Maintenance Service Contract	**$224,827.77**			
790-7910-429.52-30	7/28/2022	320929	DAWSON INSURANCE AGEN	$429.00	GEN LIABILITY INS-DIVERSION	V00102	General & Admin. WIK
			Insurance / General Liability	**$429.00**			
790-7915-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$107,801.52	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$50,963.25	H & H MITIGATION/PERMITTING	V01634	H&H MITIG. & PERMIT SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$49,290.00	H&H, MITIGATION & PERMITTIN	V01634	H&H MITIG. & PERMIT SUPPORT
	8/1/2022	ES072200	City of Fargo	$25,861.25	OXBOW FORCE MAIN	V05903	OXBOW MAIN & LS EVALUATION
			Other Services / Engineering Services	**$233,916.02**			
790-7920-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$28,640.25	H&H, MITIGATION & PERMITTIN	V01634	H&H MITIG. & PERMIT SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$49,866.45	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$17,394.75	H & H MITIGATION/PERMITTING	V01634	H&H MITIG. & PERMIT SUPPORT
			Other Services / Engineering Services	**$95,901.45**			
790-7920-429.33-79	7/14/2022	320577	CH2M Hill Engineers Inc	$547,491.34	PRGRM MANAGEMENT SERVICES	V00211	CH2M HILL-6/2019-12/2021
	7/14/2022	320577	CH2M Hill Engineers Inc	$594,301.92	PROCURE SUPPORT & DESIGN	V00212	P3 PROCUREMENT SUPPORT
			Other Services / Construction Management	**$1,141,793.26**			
790-7930-429.33-05	7/14/2022	320558	ADVANCED ENGINEERING I	$230,147.99	METRO DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$12,217.87	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$20,292.01	H & H MITIGATION/PERMITTING	V01634	H&H MITIG. & PERMIT SUPPORT
	7/14/2022	320606	HOUSTON-MOORE GROUP L	$4,014.12	H&H, MITIGATION & PERMITTIN	V01634	H&H MITIG. & PERMIT SUPPORT
			Other Services / Engineering Services	**$266,671.99**			
790-7930-429.33-79	7/14/2022	320577	CH2M Hill Engineers Inc	$10,093.79	PROP ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
			Other Services / Construction Management	**$10,093.79**			
790-7930-429.71-30	7/22/2022	ES072200	Red River Valley & Western Rai	$2,000,000.00	RECORD ABANDONMENT PROCE	V01701	ND LAND PURCH-OUT OF TOWN
			Land / Land Purchases	**$2,000,000.00**			
790-7930-429.73-70	7/14/2022	320574	Cass Rural Water	$1,540.00	UTILITY RELOCATION AGREEME	V05003	SERVICE LINE ABONDONMENTS
			Infrastructure / Utilities	**$1,540.00**			

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 29, 2022

Summary Of Expenses
EXP-2022-07

Monday, August 15, 2022

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.38-95	7/14/2022	320603	Heartland Seeds, Inc.	$250.00	MOWING PROPERTY OIN 1802	V02302	MN LAND PURCHASE-HARDSHIP
	7/28/2022	320898	Heartland Seeds, Inc.	$250.00	7/12 MOWING	V02302	MN LAND PURCHASE-HARDSHIP
			Other Services / Mowing Services	**$500.00**			
790-7950-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$34,898.26	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$34,898.26**			
790-7950-429.41-05	7/14/2022	320574	Cass Rural Water	$27.00	DIVERSION INLET MAY BILL	V05006	DIVERSION INLET UTILITY
			Utility Services / Water and Sewer	**$27.00**			
790-7950-429.73-70	7/28/2022	320968	RED RIVER VALLEY COOPE	$35,000.00	MEMB INTERRUPTION FEE	V10701	UTILITY RELOCATION
			Infrastructure / Utilities	**$35,000.00**			
790-7952-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$6,706.85	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$6,706.85**			
790-7952-429.73-52	7/14/2022	320607	INDUSTRIAL BUILDERS INC	$579,915.00	OHB RING LEVEE WETLAND MITI	V06002	WP43G-OHB WETLAND MITIGTN
			Infrastructure / Flood Control	**$579,915.00**			
790-7955-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$11,277.61	DESIGN & CONSTRUCT SUPPORT	V02827	IN TOWN LEVY MAINTENANCE
			Other Services / Engineering Services	**$11,277.61**			
790-7990-429.33-05	7/14/2022	320606	HOUSTON-MOORE GROUP L	$61,624.07	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$61,624.07**			
790-7990-429.33-25	7/5/2022	949	OHNSTAD TWICHELL PC	$18,822.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
	8/5/2022	950	OHNSTAD TWICHELL PC	$26,532.79	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Other Services / Legal Services	**$45,354.79**			
790-7990-429.34-55	7/14/2022	320586	Ernst & Young	$13,238.70	FINANCIAL ADVISERY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
			Technical Services / Financial Advisor	**$13,238.70**			
790-7990-429.34-57	8/2/2022	17703	BANK OF NORTH DAKOTA	$16,480.00	BND TRUSTEE FEE 7/2022	V08502	MONTHLY TRUSTEE FEE
			Technical Services / FMDA Trustee Fees BND	**$16,480.00**			
790-7998-555.90-81	7/25/2022	ES072200	Diversion Admin Budget Transfe	$0.00	ANNUAL ADMIN BDGT TRF-JUL	VADMIN	Diversion Administration
			FMDA Admin. Budget Fund	**$0.00**			

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: Friday, July 29, 2022

Summary Of Expenses
EXP-2022-07

Monday, August 15, 2022

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
			790 Subtotal	**$5,043,576.52**			

Total Amount Invoiced this period: **$5,043,976.52**

$3,000.00 **Less Paid Retainage**

$5,040,976.52 **Total Less Paid Retainage**

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	$264,208,235.75	$264,208,235.75	$0.00	Land Purchase
CH2M HILL ENGINEERS INC	$152,663,307.12	$93,204,127.92	$59,459,179.20	Project & Construction Management
HOUSTON-MOORE GROUP LLC	$86,838,161.73	$62,787,405.48	$24,050,756.25	Engineering Services
INDUSTRIAL BUILDERS INC	$58,129,514.54	$58,093,761.20	$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	$25,193,620.00	$25,193,620.00	$0.00	Debt Service
INDUSTRIAL CONTRACT SERVICES INC	$18,419,743.64	$18,419,743.64	$0.00	4th St Pump Station and 2nd Street Floodwall
MEYER CONTRACTING	$18,303,354.99	$18,303,354.99	$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
OHNSTAD TWICHELL PC	$16,043,257.42	$16,043,257.42	$0.00	Legal Services
ADVANCED ENGINEERING INC	$14,665,462.81	$8,066,176.35	$6,599,286.46	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
OKEEFE, OBRIAN, LYSON & FOSS LTD	$9,962,512.68	$9,962,512.68	$0.00	FLDBUY - COF Flood Home Buyouts
KEY CONTRACTING INC	$9,659,606.48	$9,659,606.48	$0.00	FM1413 - Oakcreek and Copperfield Court Levee
ASHURST LLP	$7,769,668.21	$6,352,853.01	$1,416,815.20	PPP Legal Counsel
SRF CONSULTING GROUP	$5,952,675.84	$1,785,598.44	$4,167,077.40	Engineering Services
MOORE ENGINEERING INC	$5,475,656.13	$5,409,392.11	$66,264.02	Engineering Services
ERNST & YOUNG	$5,377,000.00	$4,995,384.80	$381,615.20	P3 Financial Advisory Services
CITY OF FARGO	$4,892,786.12	$4,887,147.37	$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
PROSOURCE TECHNOLOGIES, INC	$4,198,291.71	$2,708,350.43	$1,489,941.28	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
PLENARY AMERICAS USA LTD	$3,000,000.00	$3,000,000.00	$0.00	Stipend Payment for P3 RFP
HOUSTON ENGINEERING INC	$2,886,143.94	$2,886,143.94	$0.00	Engineering Services

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 2022

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
MINNESOTA DNR	$2,636,755.60	$2,617,681.40	$19,074.20	EIS Scoping and Permit Application
SELLIN BROS INC	$2,577,216.97	$2,577,216.97	$0.00	Riverwood Flood Risk Project - Construction
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
HDR ENGINEERING, INC.	$2,192,783.68	$1,238,416.65	$954,367.03	Engineering Services
HOUGH INC	$2,088,832.83	$2,088,832.83	$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
CASS COUNTY GOVERNMENT	$2,038,772.19	$2,038,772.19	$0.00	Gravel on County Rd 17 Bypass
ACONEX (NORTH AMERICA) INC	$1,970,927.50	$1,153,387.59	$817,539.91	Electronic Data Mgmt and Record Storage System
CROWN APPRAISALS	$1,935,455.00	$1,569,230.00	$366,225.00	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	$1,255,264.16	$488,893.47	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	$1,234,852.01	$305,147.99	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	$1,282,208.44	$1,068,258.44	$213,950.00	Electrical Services
CASS COUNTY TREASURER	$1,223,588.71	$1,223,588.71	$0.00	Property Taxes
US BANK	$1,205,546.13	$1,205,546.13	$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	$1,073,621.75	$1,073,621.75	$0.00	Utility Relocation
XCEL ENERGY-FARGO	$1,058,209.21	$1,011,609.21	$46,600.00	Utility Relocation
KPH, INC.	$1,048,093.28	$1,025,640.12	$22,453.16	WP-43D5 Construction
AECOM	$1,037,594.64	$448,865.59	$588,729.05	Cultural Resources Investigations
CASS RURAL WATER	$949,935.71	$942,805.71	$7,130.00	Utilities and Utility Relocation
CLERK OF DISTRICT COURT	$939,044.32	$939,044.32	$0.00	FLDBUY - COF Flood Home Buyouts
BRAUN INTERTEC CORP	$914,944.63	$808,952.26	$105,992.37	Materials Testing
TERRACON CONSULTING ENGINEERS	$887,718.41	$887,718.41	$0.00	Materials Testing
COMPASS LAND CONSULTANTS, INC	$805,247.50	$512,007.50	$293,240.00	Property Appraisal Services

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
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
BUFFALO-RED RIVER WATERSHED DISTRICT	$471,568.00	$471,568.00	$0.00	Retention Projects - Engineering Services
PATCHIN MESSNER VALUATION COUNSELORS	$468,887.50	$349,925.00	$118,962.50	Property Appraisal 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
LARKIN HOFFMAN ATTORNEYS	$457,274.97	$457,274.97	$0.00	Legal Services
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	$341,408.20	$50,120.94	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
AON RISK SERVICES CENTRAL INC	$330,000.00	$246,101.00	$83,899.00	Risk Advisory Services P3 Pre-Award
CASS COUNTY JOINT WATER RESOURCE DI	$320,469.02	$320,469.02	$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
DFI BRIDGE CORPORATION	$316,211.21	$316,211.21	$0.00	Bridge Construction - Oxbow Country Club
FEDERAL STEEL SUPPLY, INC.	$307,378.00	$307,378.00	$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	$301,332.37	$301,332.37	$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
C THREE MEDIA, LLC	$294,510.00	$121,482.28	$173,027.72	Videography Services

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
MINNKOTA POWER COOPERATIVE	$268,393.07	$73,393.07	$195,000.00	Utility Relocation
INTEGRA REALTY RESOURCES	$268,062.50	$257,750.00	$10,312.50	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
SWANSON HEALTH PRODUCTS, INC.	$252,949.00	$252,949.00	$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27
WATTS AND ASSOCIATES, INC.	$250,000.00	$172,610.03	$77,389.97	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	$94,790.00	$141,610.00	Communications Support
NORTHERN IMPROVEMENT COMPANY	$235,531.95	$235,531.95	$0.00	CR-17 asphalt paving
BANK OF NORTH DAKOTA	$234,285.04	$234,285.04	$0.00	Legal review fees
GRAY PANNELL & WOODWARD LLP	$231,300.68	$231,300.68	$0.00	Legal Services
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
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
CLAY COUNTY AUDITOR	$175,161.09	$175,161.09	$0.00	Property Taxes - MN
SERKLAND LAW FIRM	$173,826.18	$173,826.18	$0.00	Legal services
MUNICIPAL AIRPORT AUTHORITY	$166,981.00	$166,981.00	$0.00	Easement for Airport
SOIL BORINGS	$166,232.50	$166,232.50	$0.00	Soil Borings

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 2022

Cummulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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	$88,229.32	$20,000.00	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
125 Vendors	**Report Totals:**	**$918,550,741.01**	**$814,218,954.17**	**$104,331,786.84**

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 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**	**211**	**132**	**81%**	**80**	**$1,021,481**
BIOGEO	293	211	2	73%	80	$249,796
HC	130	0	130	100%	0	$771,685
CHANNEL	**682**	**433**	**217**	**95%**	**32**	**$91,653,190**
ENV	2	0	0	0%	2	$1,250
HC	217	0	217	100%	0	$2,402,417
LAP01	130	120	0	92%	10	$6,610,799
LAP02	97	92	0	95%	5	$12,714,611
LAP03	81	66	0	81%	15	$18,573,078
LEGACY	155	155	0	100%	0	$51,351,036
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**	**35**	**87%**	**44**	**$48,742,953**
DRAIN 27	37	37	0	100%	0	$12,398,250
HC	35	0	35	100%	0	$195,421
LEGACY	62	62	0	100%	0	$10,166,116
SE_I29	11	11	0	100%	0	$1,961,828
SE-1	43	43	0	100%	0	$2,675,351
SE-2A	13	13	0	100%	0	$3,369,529
SE-2B	44	28	0	64%	16	$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	$6,548,979
WP36	**2**	**0**	**0**	**0%**	**2**	**$2,750**
WRDAM	2	0	0	0%	2	$2,750

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 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	**1,021**	**131**	**360**	**48%**	**530**	**$28,993,863**
BIOGEO	2	2	0	100%	0	$4,500
HC	360	0	360	100%	0	$1,283,123
LEGACY	1	1	0	100%	0	$750
SE-5	2	0	0	0%	2	$0
UMA	567	128	0	23%	439	$27,705,490
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	7	0	0	0%	7	$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**	**50**	**4**	**82%**	**12**	**$37,850,061**
HC	4	0	4	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

METRO FLOOD DIVERSION AUTHORITY

Monday, August 15, 2022

Data Through Date: Friday, July 29, 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	**2,948**	**1,213**	**912**	**72%**	**823**	**$286,806,783**

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of July 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		225,862,124.03	-	5,109,571.44	(1,460,296.28)	112,756,593.86
Land Purchases		110,896,040.59	-	2,563,701.41	(730,148.14)	112,756,593.86
North One-half of the SW Quarter of Section 8, Township 137, Range 48	2/3/2022	291,600.62				
East half of the SW Quarter of Section 29, Township 138 Norht of Range 49 West of the Fifth Principal Meridian	2/3/2022	1,412,649.00				

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
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	2/3/2022	1,534,029.19				
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	1,711,111.25				
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				
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				
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				
Part of Section 17, Township 137 North, Range 48 West of the Fifth Principal	3/31/2022	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				
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				
NW1/4 SW1/4 of Section 29, Township 137, Range 48, Cass County, Minnesota	6/2/2022	400,000.00				
Government Lots 4 and 5 in Section 6, Township 137, Range 48, Clay County, Minnesota	6/2/2022	23,524.00				
		290,626,898.14	-	39,880,699.23	(1,838,004.15)	328,669,593.22
				Property Management Expense		4,045,199.81
				Grand Total		**$ 332,714,793.03**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of July 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	$ 25,193,620.00
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
			$ 195,220,985.02	$ 195,201,320.79

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: May 1, 2022 - May 31, 2022

Drawdown Request No: 126	
Requested Amount:	**$ 1,224,134.73**
Total Funds Expended This Period:	2,448,269.46
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,224,134.73
Total Funds Requested:	**1,224,134.73**

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)
Total Funds Reimbursed	(407,627,632.53)
Total State Fund Balances Remaining	**6,872,367.47**

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 07/31/2022

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	$ -	$ -	$ -
May	$ -	$ -	$ -
June	$ -	$ -	$ -
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	$ 12,809,842.12	$ 40,200,279.63

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 August 2022

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #99 CCJWRD	$	1,737,726.83
Buffalo-Red River Watershed District	BRRWD – City of Georgetown Project – Houston Engineering	$	118,162.19
Ohnstad Twichell, P.C.	Legal services rendered through July 21, 2022	$	104,419.87
Buffalo-Red River Watershed District	BRRWD – City of Wolverton Project – Houston Engineering	$	44,854.67
Cass County	Reimburse misc expenses from Diversion Authority office	$	9,090.67
Total Bills Received through August 16, 2022		$	2,014,254.23

Cass County
Joint Water
Resource
District

SENT VIA EMAIL

August 5, 2022

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

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

Greetings:

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

Enclosed please find copies of bills totaling $1,737,726.83 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$1,737,364.33
Oxbow-Hickson-Bakke Ring Levee	362.50

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

Enclosures

1201 Main Avenue West
West Fargo, ND 58078-1301

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

		METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES						8/5/2022
Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount		Vendor	Description
					(460,000.00)		Clerk of District Court	refund of deposit on OIN 1107
7/25/2022	7/8/2022	183137		130007	16,440.00		Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition
7/25/2022	7/8/2022	183139		160007	972.50		Ohnstad Twichell, P.C.	Legal-Basin Project 2009 - Inlet Structure
7/25/2022	7/8/2022	183140		160007	215.00		Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreements - Drains
7/25/2022	7/8/2022	183141		160007	1,179.00		Ohnstad Twichell, P.C.	Legal-Channel Phase I
7/25/2022	7/8/2022	183142		160007	312.00		Ohnstad Twichell, P.C.	Legal-Channel Phase II
7/25/2022	7/8/2022	183143		160007	506.50		Ohnstad Twichell, P.C.	Legal-Channel Phase III
7/25/2022	7/8/2022	183144		170007	79,808.89		Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
7/25/2022	7/8/2022	183145		187007	5,415.50		Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment
7/25/2022	7/8/2022	183146		197007	81.56		Ohnstad Twichell, P.C.	Legal-ROW-Wild Rice Structure
7/25/2022	7/8/2022	183147		207007	1,872.50		Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27
7/25/2022	7/12/2022	183257		187007	644.00		Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements
7/25/2022	7/12/2022	183258		207007	2,345.50		Ohnstad Twichell, P.C.	Legal-Delaney (OIN 1202) Quick Take Eminent Domain
7/25/2022	7/12/2022	183259		207007	793.00		Ohnstad Twichell, P.C.	Legal-Larson (OIN 1199) QTED
7/25/2022	7/12/2022	183260		207007	244.00		Ohnstad Twichell, P.C.	Legal-Gust (OIN 952) Quick Take Eminent Domain
7/25/2022	7/12/2022	183261		207007	6,159.65		Ohnstad Twichell, P.C.	Legal-Cossette (OIN 722, 723) quick take eminent domain
7/25/2022	7/12/2022	183262		207007	2,761.00		Ohnstad Twichell, P.C.	Legal-Loberg (OIN 716) quick take eminent domain
7/25/2022	7/12/2022	183263		207007	7,979.98		Ohnstad Twichell, P.C.	Legal-Thunberg Living Trust (OIN 720) QTED
7/25/2022	7/12/2022	183264		207007	366.00		Ohnstad Twichell, P.C.	Legal-Germanson (OIN 5004/5009-5012/9054-9056) QTED
7/25/2022	7/12/2022	183265		207007	671.00		Ohnstad Twichell, P.C.	Legal-Janet Wanzek Estate (OIN 8672-8675, 9747) QTED
7/25/2022	7/12/2022	183266		207007	518.50		Ohnstad Twichell, P.C.	Legal-Libbrecht, Glen (OIN 698, 9756-9759) QTED
7/25/2022	7/12/2022	183267		207007	335.50		Ohnstad Twichell, P.C.	Legal-Perhus (OIN 747, 751, 5014-5015, 5277) QTED
7/25/2022	7/12/2022	183268		207007	884.50		Ohnstad Twichell, P.C.	Legal-Thue Living Trust (OIN 1169, 1200) QTED
7/25/2022	7/12/2022	183269		207007	1,647.00		Ohnstad Twichell, P.C.	Legal-Samuelson RLT (OIN 1181/1182) QTED
7/25/2022	7/12/2022	183270		207007	396.50		Ohnstad Twichell, P.C.	Legal-Jameson (OIN 9749) QTED
7/25/2022	7/12/2022	183271		217007	6,143.50		Ohnstad Twichell, P.C.	Legal-Coster RET (OIN 9736-9737) QTED
7/25/2022	7/12/2022	183272		217007	91.50		Ohnstad Twichell, P.C.	Legal-Quiet Title Action for EME
7/25/2022	7/12/2022	183273		217007	11,920.43		Ohnstad Twichell, P.C.	Legal-Sauvageau (OIN 1107) QTED
7/25/2022	7/12/2022	183274		217007	4,025.35		Ohnstad Twichell, P.C.	Legal-Richard (OIN 27 1083) QTED
7/25/2022	7/12/2022	183275		217007	762.50		Ohnstad Twichell, P.C.	Legal-Richard Farm (OIN 1087/1093/1095/5002) QTED
7/25/2022	7/12/2022	183276		217007	945.50		Ohnstad Twichell, P.C.	Legal-Brunelle LE (OIN 1108-1110) QTED
7/25/2022	7/12/2022	183277		227007	549.00		Ohnstad Twichell, P.C.	Legal-Roseen QTED (OIN 25)
7/25/2022	7/12/2022	183278		227007	762.50		Ohnstad Twichell, P.C.	Legal-Sauvageau - Relocation appeal (OIN 1107)
7/25/2022	7/12/2022	183279		227007	911.50		Ohnstad Twichell, P.C.	Legal-Brei Estate LLLP (OIN 843) QTED
7/25/2022	6/21/2022	30190		19706	2,487.50		Moore Engineering, Inc.	Engineering - Development of Design Guidance for P3 RFP
7/25/2022	6/30/2022	1200442591			46,226.82		HDR Engineering Inc	TO 1 Property Acquisition Services
7/25/2022	6/30/2022	13783.00-26			81,393.31		SRF Consulting Group, Inc.	Project mgmt, ROW Services and relocation services
7/15/2022					10,908.00		The Title Company	Transgrud Flowage Easement
7/15/2022					553,789.00		The Title Company	Beliveau Flowage Easement
7/15/2022					290,185.00		The Title Company	Young Flowage Easement
7/25/2022	7/5/2022				26,699.20		Two Men and a Truck	moving costs for OIN 1899 Longtine
7/15/2022	7/5/2022				59,400.00		Longtine Quarter Horses	moving costs for OIN 1899 Longtine
7/15/2022	7/5/2022				7,294.63		Terry & Kristi Sauvageau	moving costs for OIN 1112 and 1113
7/15/2022	7/5/2022				134.00		Eleanor Trottier	title fee reimbursement for OIN 852
7/15/2022	7/2/2022	Y93E24272			133.60		UPS	Diversion mailings for rental properties
7/29/2022	7/14/2022	807433		38810.00007	1,111.50		Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten
7/29/2022	7/14/2022	807435		38810.0001	6,912.00		Larkin Hoffman Attorneys	Legal-CCJT v Derek Flaten
7/29/2022	7/14/2022	807428		38810	1,461.50		Larkin Hoffman Attorneys	Legal-CCJT v Johnson, Monson, Johnson, Tintes and Anderson
7/29/2022	7/14/2022	807434		38810.00009	434.50		Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg
7/29/2022	7/14/2022	807432		38810.00005	251.75		Larkin Hoffman Attorneys	Legal-CCJT v Newman Signs/Newman Trust Condemnation
7/29/2022	7/14/2022	807431		38810.00004	2,804.50		Larkin Hoffman Attorneys	Legal-Richland/Cass Cos/apps for Permit to Enter Land
7/29/2022	7/14/2022	807430		38810.00002	79.00		Larkin Hoffman Attorneys	Legal-Richland County ROE Agreements

Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount		Vendor	Description
7/29/2022	7/14/2022	807429		38810.00001	1,283.46		Larkin Hoffman Attorneys	Legal-Acquisition of Property from Sauvageaus
7/29/2022	7/25/2022	30499		19706	1,445.00		Moore Engineering, Inc.	Engineering - Development of Design Guidance for P3 RFP
7/29/2022	7/15/2022	126108		R12.00049	13,859.18		Ulteig Engineers	Task Order 2 - Proj management and acquisition
7/29/2022	7/25/2022				150.00		Richard Farms Enterprises	crop damage on OIN 1093
7/29/2022	7/22/2022				25.00		Jordan Young	closing cost reimbursement on OIN 1924
7/29/2022					39,306.18		The Title Company	Jameson Property purchase
7/29/2022	7/18/2022	11400			1,000.00		JT Lawn Services	mowing/trimming 17166 49th St SE
7/28/2022	7/14/2022	1135809			146.78		Cass County Electric Cooperative	Service to 4946 170 AV SE OIN 837
7/29/2022					368,608.46		The Title Company	Rheault property purchase
7/29/2022					521,173.10		The Title Company	Graham property purchase
				Total	**1,737,364.33**			
	OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount		Vendor	Description
7/25/2022	7/8/2022	183138		140007	362.50		Ohnstad Twichell, P.C.	Legal-OHB
				Total	**362.50**			
				Grand Total	**1,737,726.83**			

BUFFALO – RED RIVER WATERSHED DISTRICT

1303 4th Ave NE
Barnesville, MN 56514
EIN#: 41-1311776

Invoice # 1003

Bill To:

Metro Flood Diversion Authority
Attention: Director of Engineering
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

City of Georgetown Flood Protection
Billing Period - May 26, 2022 - July 11, 2022

Name	Description	Hours	Rate	Invoice #	Total Amount
Houston Engineering Inc.	Professional Services: 04/24/2022-05/28/2022			59735	$ 115,621.94
Houston Engineering Inc.	Professional Services: 05/29/2022-06/25/2022			60098	$ 2,540.25
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
	Total Amount Due				$ 118,162.19
	Billed to date				$ 118,162.19

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 JTS Invoice # 183632

Flood Diversion Board
Bond Counsel Work - PPP

Date: August 2, 2022

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

PROFESSIONAL SERVICES RENDERED			
	Hours	**Rate**	**Totals**
JTS	109.7	$375.00	$41,137.50
LDA	2.2	$375.00	$825.00
KJS	56.5	$375.00	$21,187.50
TJL	15.4	$375.00	$5,775.00
JRS	4.0	$310.00	$1,240.00
KJD	38.2	$300.00	$11,460.00
DCP	1.2	$320.00	$384.00
MAN	0.2	$225.00	$45.00
AJR	8.4	$205.00	$1,722.00
TWS	0.2	$190.00	$38.00
KMM	0.4	$95.00	$38.00
Total Fees:	**236.4**		**$83,852.00**
Westlaw			$1.62
Abstracting Fees			$610.00
Prof Service Fee Gwendolyn			$19,375.00
*Credit Card Processing Fee - 3%			$581.25
Total Expenses:			**$20,567.87**
Grand Total			**$104,419.87**

		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
SAR	Stephanie A. Ruth, Legal Administrative Assistant	$100.00

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 # 183632	Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	$20,766.00
151395-4	Public Finance Issues	$41.00
151395-5	Consultant Contract Review/Development	$1,259.50
151395-7	Coordination with Member Entities	
151395-8	MNDNR Permit Issues	
151395-9	Environmental Permitting Issues/NEPA	$41.00
151395-10	Insurance Issues	$8,243.50
151395-12	USACE Interface/Questions	$559.50
151395-13	Third Party Utility MOU's	$22,955.00
151395-14	ICS Issues	
151395-15	Schmidt and Sons Litigation	
151395-16	Riley Bros. Construction Claim	
151395-17	EPA WIFIA Loan	$150.00
151395-18	SRF Loan Application	
151395-19	USACE WIFIA	
151395-20	USDOT PABs	
151395-21	CCJWRD Temporary Refunding Imp Bond	
151395-22	SRF Loans	
151395-23	PRAM	$174.00
151395-24	P3 Implementation	$29,662.50
TOTAL		**$83,852.00**

BUFFALO – RED RIVER WATERSHED DISTRICT

1303 4th Ave NE
Barnesville, MN 56514
EIN#: 41-1311776

Invoice # 1004

Bill To:

Metro Flood Diversion Authority
Attention: Director of Engineering
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

City of Wolverton Flood Protection
Billing Period - May 26, 2022 - July 11, 2022

Name	Description	Hours	Rate	Invoice #	Total Amount
Houston Engineering Inc.	Professional Services: 04/24/2022-05/28/2022			59787	$ 43,858.67
Houston Engineering Inc.	Professional Services: 05/29/2022-06/25/2022			60145	$ 996.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
	Total Amount Due				$ 44,854.67
	Billed to date				$ 44,854.67

STATEMENT OF ACCOUNT PAGE 1

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

(701) 241-5600

DATE: 8/11/22

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
	7/06/22	BEGINNING BALANCE			85,648.82
	8/08/22	PAYMENT			299.94-
	8/08/22	PAYMENT			10,146.63-
	8/08/22	PAYMENT			682.99-
	8/08/22	PAYMENT			75.00-
	8/08/22	PAYMENT			3,107.00-
	8/08/22	PAYMENT			83.40-
	8/08/22	PAYMENT			4,274.00-
	8/08/22	PAYMENT			160.00-
	8/08/22	PAYMENT			3,380.26-
	8/08/22	PAYMENT			790.55-
	8/08/22	PAYMENT			6,841.96-
	8/08/22	PAYMENT			55,807.09-
AUDIT	8/11/22	FM DIVERSION PAYROLL EXPENSES			86,941.05
AUDIT	8/11/22	FM DIVERISON MISC EXPENSES			9,090.67

Employee agreements in place

Submitted for approval at Aug board mtg

Total $96,031.72

CONTINUED ON NEXT PAGE...

METRO FLOOD DIVERSION AUTHORITY

Diversion Board of Authority Meeting

August 24, 2022

Contracting Actions

Joel Paulsen

DA Board Approval Contract Actions
(ACTION)

METRO FLOOD DIVERSION AUTHORITY

Description	Company	Budget/ Estimate ($)
Services Agreement, New MSA – Provide crop insurance product development services through August 31, 2025.	Watts and Associates, Inc	$0
Task Order 101, Amendment 4 – Design and Construction Support – Scope change and budget amendments for new subtasks. Add subtask for Cass Rural Water District Mitigation and Mobility Improvements in Cass County – 38th Street S and 52nd Avenue S.	HMG	$2,580,000.00
Task Order 02, Amendment 0 – Utility Relocation for SE-4 – add 3.5 miles of single-phase underground to serve the Walstad property	Red River Valley Cooperative Power	$237,000.00

SERVICES AGREEMENT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY

AND

WATTS AND ASSOCIATES, INC.

Dated as of September 1, 2022

Relating to:

A Services Agreement to provide crop insurance product development services

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

Table of Contents

1. Services Provided 1
2. Notice to Proceed 1
3. Term of Agreement 2
4. Compensation and Payment. 2
5. Invoicing 2
6. Trade Secrets 3
7. Ownership of Intellectual Property 4
8. Return of Property 4
9. Capacity/Independent Contractor 4
10. Indemnification 4
11. Insurance 5
12. Performance 5
13. Dispute Resolution 5
14. Termination. 5
15. Modification 6
16. Notice 7
17. Time of Essence 7
18. Good Faith, Fair Dealing, and Cooperation 7
19. No Third-Party Beneficiaries 7
20. Assignment 7
21. Merger 7
22. Benefit 7
23. Interpretation 8
24. Choice of Law and Forum 8
25. Severability 8
26. Remedies and Waiver 8
27. Currency 8
28. Representations 8
29. Waiver of Jury Trial 8
30. Execution in Counterparts 8

31. Force Majeure 9
32. Federal Lobbying Restrictions 9
33. Debarment and Suspension 9
34. Civil Right Obligations 9
35. Exhibits Incorporated by Reference 10

EXHIBIT A – SERVICES - STATEMENT OF WORK

EXHIBIT B – FEDERAL CERTIFICATION FORMS

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into this 1st day of September, 2022 (the "Effective Date"), by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, whose address is 4784 Amber Valley Parkway, Suite 100, Fargo, North Dakota 58104 (the "Authority"), and WATTS and ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Montana with a principal office at 4331 Hillcrest Road, Billings, Montana 59101 ("Watts") (the Authority and Watts are collectively referred to as "Parties").

WHEREAS, the Authority desires to continue to develop crop and business insurance products related to mitigation for the Fargo-Moorhead (FM) Area Diversion Project; and

WHEREAS, Watts has provided services related to insurance products for the Authority since 2014; and

WHEREAS, the Authority has requested Watts to expand on its prior work and provide business and crop insurance development services; and

WHEREAS, Watts agrees to provide services, which are attached as Exhibit A; and

WHEREAS, the Authority agrees to compensate Watts for such services on the terms and conditions provided in this master agreement for professional services, which supersedes and replaces the prior agreement between the parties dated June 1, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Services Provided. The Authority hereby agrees to engage Watts to provide the Authority with the following described list of services (the "Services").

   A. **Insurance Product Development**. See Exhibit A, Statement of Work No. 1, which is incorporated herein and made a part of this Agreement.

   B. **Additional Services.** The Authority, for compensation in addition to those amounts provided in Exhibit A hereof, may direct Watts to perform Additional Services in addition to the above-listed Services. Any Additional Services will be upon mutual agreement between the parties and performed following the execution of an addendum to this Agreement pursuant to Section 15.

2. Notice to Proceed. Watts will not commence Services until receipt of a notice to proceed from the Authority. The Authority will not issue a notice to proceed to Watts until Watts provides copies of the insurance policies required by this Agreement. Watts shall complete Services within the time period allotted in Exhibit A to this Agreement. The project commencement date is scheduled for September 1, 2022.

3. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date first written above and terminate on August 31, 2025, subject to earlier termination as provided in this Agreement. Pursuant to Section 14 of this Agreement and upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the Parties.

4. Compensation and Payment. The Authority agrees to compensate Watts for completion of the Services as provided in Exhibit A. In the event the Authority directs Watts to perform Additional Services pursuant to Section 1 hereof, the Authority agrees to compensate Watts accordingly for those Additional Services.

5. Invoicing.

A. Watts shall deliver invoices to the Authority on the fifteenth (15th) day of each month for all Services provided. The Authority will not consider invoices submitted for work that was performed more than sixty (60) days prior to the date of the invoice. Watts must review each invoice before it is sent to the Authority to determine its accuracy and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Authority for the following month.

B. Watts must submit each original invoice to:

Metro Flood Diversion Authority
c/o Joel Paulsen
PaulsenJ@fmdiversion.gov

and

APInvoicesFMDiv@jacobs.com

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

a. Watts name and address;
b. Watts federal employer identification number;
c. Unique invoice number;
d. Billing period;
e. Description of each activity performed for each day in which Services were performed;
f. Work order number associated with each activity, in accordance with Services Budgetary Breakdown;
g. Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Services Budgetary Breakdown;
h. Total amount of fees and costs "billed to date," including the preceding months;

i. Preferred remittance address, if different from the address on the invoice's coversheet; and

j. All of the work performed during that billing period, in accordance with the Services Budgetary Breakdown.

D. After the Authority receives Watts invoice, the Authority will either process the invoice for payment or give Watts specific reasons, in writing within thirty (30) business days, why part or all of the Authority's payment is being withheld and what actions Watts must take to receive the withheld amount.

E. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Authority shall pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to Watts.

F. Payment does not imply acceptance of Services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Watts must credit any payment in error from any payment that is due or that may become due to Watts under this Agreement.

G. The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.

H. If the Authority fails to make payment in full within sixty (60) days of the date due for any undisputed billing, Watts may, after giving seven (7) days' written notice to the Authority, suspend Services under this Agreement until paid in full, including interest. In the event of suspension of services, Watts will have no liability to the Authority for delays or damages caused by the Authority because of such suspension.

6. Trade Secrets. Trade secrets of the Authority include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Authority, which are secret and proprietary to the Authority, and the use, appropriation, or dissemination of which will give the business a competitive advantage (the "Authority Trade Secrets"). Watts will not disclose, divulge, report, appropriate, disseminate, or use, for any purpose, any Authority Trade Secrets which Watts has obtained, or will obtain, except as authorized by the Authority under prior written and signed authority or as required by law. Trade secrets of Watts include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of Watts, which are secret and proprietary to Watts, and the use, appropriation, or dissemination of which will give the business a competitive advantage (the "Watts Trade Secrets"). The Authority will not disclose, divulge, report, appropriate, disseminate, or use, for any purpose, any Watts Trade Secrets which the Authority has obtained, or will obtain, except as authorized by Watts under prior written and signed authority or as required by law. These obligations of confidentiality will apply during the Term of this Agreement and will survive indefinitely upon termination of this Agreement. Watts will not incorporate any Watts Trade Secrets unless previously agreed to with the Authority.

7. Ownership of Intellectual Property. All intellectual property and related material, including any Authority Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name that is developed or produced under this Agreement is a "work made for hire" and will be the sole property of the Authority (the "Intellectual Property"). The use of the Intellectual Property by the Authority will not be restricted in any manner. Watts may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Authority. Watts will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property. Watts will not incorporate any intellectual property owned by Watts unless previously agreed to with the Authority.

8. Return of Property. Upon termination of this Agreement or expiration of its Term, Watts will return to the Authority any property, documentation, records, or confidential information which is the Authority's property.

9. Capacity/Independent Contractor. In providing the Services under this Agreement, Watts is acting as an independent contractor and not as an employee. Watts and the Authority acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Authority is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for Watts during the Term. Watts is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to Watts under this Agreement.

10. Indemnification. Watts agrees to release, hold harmless, defend, and indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, and the State of North Dakota, and expressly assumes all risk of personal injury, death, and property damage or loss, from whatever cause, arising out of the performance by Watts of its obligations under this Agreement. Such obligation shall extend to any risk, damage, or loss incurred through the action or failure to act of Watts' employees, subcontractors, agents, assignees, or invitees, or any employees, subcontractors, agents, assignees, or invitees of Watts' agents. Watts' obligation to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, and the State of North Dakota shall include, but is not limited to: any and all claims, demands, liabilities, causes of action, penalties, losses, costs, damages, and expenses, including reasonable investigation and attorneys' fees and expenses and court costs, that may arise against or be incurred by the Authority or the State of North Dakota in any way related to, caused by, or arising out of or in connection with the performance by Watts of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, Watts shall not be required to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, or the State of North Dakota for claims, liabilities, damages, losses, or expenses in excess of $250,000.00 or if caused by wrongful acts or omissions of the entities, their agents, or their employees. The provisions of this Section shall survive the Term or any termination of this Agreement.

11. Insurance. Watts agrees to maintain and shall cause its subcontractors to maintain the following insurance coverage in relation to their performance of the Services provided under this Agreement:

    A. Commercial General Liability ("CGL") Insurance with combined single limits of $1 million per occurrence and $2 million in the aggregate;

    B. Automobile Liability Insurance for claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle with a combined single limit of $1 million; and

    C. Workers' Compensation Insurance in the amount required by law.

12. Performance. Each Party will perform its respective obligations under this Agreement and do everything necessary to ensure that the terms of this Agreement take effect.

13. Dispute Resolution. The Authority and Watts shall endeavor to resolve claims, disputes, and other matters in question between them through non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect on the effective date of this Agreement. A request for non-binding mediation shall be made in writing, delivered to the other Party to this Agreement and filed with person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cass County, North Dakota, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

14. Termination. Either Party may terminate this Agreement, in whole or in part, for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within twenty (20) calendar days of written notice and diligently complete the correction thereafter.

    A. The Authority may terminate this Agreement, in whole or in part, or modify or limit Watts' services, and proportionately, Watts' compensation, if:

        (1) The Authority determines that having Watts provide services has become infeasible due to changes in applicable laws or regulations, or

        (2) Expected or actual funding to compensate Watts is withdrawn, reduced, or limited.

B. The Authority may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) calendar days' written notice.

C. On termination, Watts will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

D. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either Watts or the Authority may terminate this Agreement immediately upon written notice.

E. Upon receipt of any termination notice from the Authority related to the Services provided under this Agreement, Watts must promptly discontinue all affected services under the termination notice unless the Parties mutually agree otherwise.

F. Upon the end date of the Agreement, which is the date when this Agreement as a whole, expires or is terminated pursuant to its terms:

(1) The Authority will be released from compensating Watts for services other than those Watts satisfactorily performed prior to the end date.

(2) Watts must submit Watts' final invoice for payment within sixty (60) calendar days of the end date. The Authority will not pay any Watts invoice received after this period.

(3) Watts will be released from performing services, except for services in any non-terminated portion of the Agreement.

G. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

H. In the event of termination, expiration, or removal/withdrawal, Watts must terminate its services as soon as it is reasonably possible to do so without (1) prejudice to the Authority's interests (or the interest of any person represented on the Authority's behalf) or (2) violation of Watts' statutory or ethical duties. Watts must notify the Authority of any further services, prior to withdrawal or substitution, which Watts believes are necessary to avoid prejudice to the Authority's interests (or the interest of any person represented on the Authority's behalf), and obtain the Authority's consent prior to performing such services.

15. Modification. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. Notice. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

If to the Authority: Attn: Executive Director
Metro Flood Diversion Authority
4784 Amber Valley Pkwy S, Suite 100
Fargo, ND 58104

If to Watts: Attn: Alex Offerdahl
Watts and Associates, Inc.
4331 Hillcrest Road
Billings, MT 59101

The Parties may confirm in a prior written and signed writing to change or waive their notice address. Any notice given under this Agreement shall be deemed properly delivered (a) immediately upon being served personally, (b) five (5) calendar days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

17. Time of Essence. Time is of the essence in the execution and performance of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

18. Good Faith, Fair Dealing, and Cooperation. The Parties affirmatively represent that they are entering into this Agreement in good faith, complete cooperation, due diligence, and honesty, and with the full and complete intention to uphold the provisions of this Agreement. The Parties agree to deal fairly and cooperate with the other party regarding the purpose of this Agreement. The Parties must perform their obligations under this Agreement with reasonable skill and diligence and may not intentionally interfere with or prevent the other Party's performance of its obligations under this Agreement. The Parties will seek to resolve any dispute arising under or in connection with this Agreement through cooperation.

19. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action, or other right.

20. Assignment. Watts will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Authority.

21. Merger. This Agreement constitutes the entire agreement between the Parties. All negotiations and previous agreements or conditions concerning the subject matter of this Agreement are merged into this Agreement. This Agreement contains no representation, warranty, or collateral condition except as expressly provided for in this Agreement.

22. Benefit. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.

23. Interpretation. This Agreement shall be interpreted so as to enforce its purpose and the Parties' mutual intentions to the fullest extent allowable under law and equity. The headings and titles of this Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and neuter and vice versa.

24. Choice of Law and Forum. This is a North Dakota contract which shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action arising from or in connection to this Agreement shall find its forum and be venued in a district court in Cass County, North Dakota.

25. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

26. Remedies and Waiver. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

27. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

28. Representations. Each of the Parties hereto represents and warrants to the other that the Party executing this Agreement has the authority to do so, knowing that each of the other Parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive the termination of this Agreement.

29. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY 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 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.

30. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not be effective until a counterpart has been signed by each Party to be

bound by it. Signatures provided by electronic transmission or facsimile shall be deemed as valid as original signatures.

31. Force Majeure. No party will be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an Executive Order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.

32. Federal Lobbying Restrictions. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for US 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, Watts 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 in Exhibit B to this Agreement. Watts 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.

33. Debarment and Suspension. Watts 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. Watts 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, Watts shall complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached in Exhibit B to this Agreement.

34. Civil Right Obligations. Watts 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.

Upon award of this contract, Watts shall complete and submit to the Authority the federal certification form regarding civil rights, which is attached in Exhibit B to this Agreement.

35. Exhibits Incorporated by Reference. Each of the exhibits and schedules attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits and schedules hereto. In the event of any inconsistency between this Agreement and the exhibits attached hereto, this Agreement shall govern.

36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not be effective until a counterpart has been signed by each Party to be bound by it. Signatures provided by electronic transmission or facsimile shall be deemed as valid as original signatures.

37. Electronic Signatures. The Parties agree that an electronic signature to this Agreement shall be as valid as an original signature of the Authority and Watts 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.

(*Remainder of page intentionally left blank.*)

This Agreement is executed the day and year above noted.

AUTHORITY:

Metro Flood Diversion Authority

By: _____
Chad Peterson, Chair
Diversion Authority Board

By: _____
Joel Paulsen, Executive Director
Metro Flood Diversion Authority

WATTS:

Watts and Associates, Inc.

By: _____

Its: _____

EXHIBIT A
STATEMENT OF WORK

(ESP #) Statement of Work No. 001

This Statement of Work ("SOW"), which includes all schedules is executed pursuant to the Services Agreement by and between Metro Flood Diversion Authority ("Authority") and Watts and Associates, Inc. ("Watts") dated as of September 1, 2022 (the "Agreement"), and the terms and provisions of the Agreement are incorporated by this reference and govern the Services specified herein. To the extent there is any conflict between (a) the terms of the Agreement or any other exhibit to the Agreement, on the one hand, and (b) the terms of this SOW, on the other hand, the terms of the Agreement shall govern and control.

I. Description of Work to be Performed: Set forth in Schedule A.

II. Commencement Date: September 1, 2022.

III. Approximate Length of Assignment: Thirty-six (36) months from Commencement Date. This SOW may be continued beyond the initial thirty-six (36) months upon mutual agreement of the Parties. Such renegotiations or amendments must be completed ninety (90) days prior to the expiration of this SOW.

IV. Location of Assignment: Fargo, ND will be the communication center for the Authority, while Billings, MT will be the communication center for Watts.

V. Key Individual(s) Assigned: Alex Offerdahl for Watts and Eric Dodds and Jodi Smith for the Authority

VI. Fees/Compensation: The Authority shall pay to Watts the fees set out in Schedule B.

VII. Expenses: The Authority shall reimburse Watts for any reasonable travel expenses incurred in the performance of this SOW.

VIII. Termination and Modification Provisions:

Termination or modification of this SOW shall follow the termination procedures outlined in Section 14 or the modification procedures outlined in Section 15 of the Agreement.

IX. Non-Solicitation:

(a) The Authority will not solicit or encourage any employee or any independent contractor of Watts to terminate that person's relationship with Watts or to recruit any employee or independent contractor of Watts to accept employment or an engagement with the Authority during the term of the Agreement and for twenty-four (24) months after the term of the Agreement.

(b) Watts will not solicit or encourage any employee or any independent contractor of the Authority to terminate that person's relationship with the Authority or to recruit any employee or independent contractor of the Authority to accept employment or an engagement with Watts during the term of the Agreement and for twenty-four (24) months after the term of the Agreement.

Metro Flood Diversion Authority

By:_____

Title:_____

Print Name:_____

Date:_____

Watts and Associates, Inc.

By:_____

Title: President

Print Name: Alex Offerdahl

Date:_____

Schedule A
Services Plan

Insurance Project Components

The insurance project within this Statement of Work (SOW) consists of the following components:

1. Technical components for insurance product development.
2. Communications with Authority and stakeholders.
3. Policy consideration and interaction with USDA-RMA and/or other agencies.

The following sections of this SOW provide a description of work to be performed within each component.

Technical Components for Insurance Product Development

The technical components for insurance product development will be divided into three areas.

1. Development of a Non-Reinsured Supplemental (NRS) policy for the Upstream Mitigation Area (UMA). This essentially results in an insurance product for Authority to provide to stakeholders in the retention area. Components of NRS development include the following:
    a. Insurance policy.
    b. Underwriting controls.
    c. Loss adjustment procedures.
    d. Actuarial analysis, premium rate development, and certification.
        i. Note: Watts has provided one actuarial report for this project. The report may require modifications to meet any additional insurance requirements.
    e. Product administration and implementation.
    f. Note: Watts will develop each of these components in compliance with applicable insurance laws and standards and with active engagement of Authority and upstream producer stakeholders.
2. Utilization of the existing USDA-RMA crop insurance system. Watts provided a framework in its first deliverable report to outline how the current USDA-RMA crop insurance system could be utilized. The framework will be further refined in cooperation with the Authority to assist in informing stakeholders on how this option may be applicable.
3. Business interruption (BI) insurance. It is anticipated that while BI may not be widely utilized, developing a fact sheet or white paper on how the Authority may provide BI and for what particular stakeholder interests such an offer would be appropriate under the settlement agreement must be completed as part of the overall insurance information resource base.

The time frame for completion of technical component tasks and deliverables is outlined as follows:

1. NRS components.
    a. Insurance policy: draft by July 30, 2022.
    b. Underwriting controls: draft by November 30, 2022.
    c. Loss adjustment procedures: draft by July 30, 2022.
    d. Actuarial analysis: date to be determined following review of current actuarial report, updated for changes in the retention area and current crop liability expectations.
    e. Product administration and implementation: draft by May 2023.
    f. Ongoing: completion of updated materials based on USDA RMA programmatic changes on or before, and potentially through June 30, 2025.

2. Utilization of existing USDA-RMA crop insurance system.
    a. Develop series of fact sheets: draft by September 30, 2022.
3. Business interruption (BI) insurance.
    a. Watts has secured the services of an insurance agent to assist in navigating the utilization of BI by selected upstream stakeholders.
    b. BI will be addressed on a case by case basis within the period of this SOW.

Communications

The communications component will be subdivided into the following tasks:

1. Communications with Authority contacts.
    a. Watts proposes quarterly communications with the primary Authority contact to provide an update on the status of progress of insurance product development and implementation while simultaneously addressing any crop insurance related issues that Authority has experienced and may require additional follow-up.
        Primary contact(s) for Authority: Eric Dodds, Jodi Smith
        Primary contact(s) for Watts: Alex Offerdahl
2. Communications with upstream stakeholders.
    a. Watts proposes the following actions for communications with upstream stakeholders:
        i. Development of fact sheets that provide information on how upstream stakeholders can work with the Authority in:
            1. Utilizing the current USDA-RMA crop insurance infrastructure for insurance coverage.
            2. Utilizing the NRS that Authority will offer to upstream stakeholders.
        ii. Provide biannual meetings with grower stakeholders to review insurance options with grower stakeholders (e.g., USDA-RMA and/or NRS rider utilization) while simultaneously providing an outlook for flooding. At least one of these meetings will be conducted in-person at the location in the Greater Fargo-Moorhead Area of the Authority's choice, with the potential that one or more additional meetings each year may be conducted electronically to minimize costs or accommodate schedules.

The time frame for completion of communication tasks is outlined as follows:

1. Quarterly communications with Authority.
    a. Formal.
        i. Between July 1 and July 31, 2022.
        ii. Between November 1 and November 30, 2022.
        iii. Between March 1 and March 31, 2023.
        iv. Between June 1 and June 30, 2023.
        v. Between September 1 and September 30, 2023.
        vi. Between December 1 and December 31, 2023.
        vii. Between March 1 and March 31, 2024.
        viii. Between June 1 and June 30, 2024.
        ix. Between September 1 and September 30, 2024.
        x. Between December 1 and December 31, 2024.
        xi. Between March 1 and March 31, 2025.
        xii. Between May 1 and May 31, 2025.
    b. Informal. Authority or Watts may request an update of each other as the need arises.

2. Communications with upstream stakeholders.
    a. FOIA request to develop upstream (grower) stakeholder database: on or before December 31, 2022.
    b. Fact sheets.
        i. Determine requirements for fact sheet information.
            1. NRS Fact Sheets.
                a. Prevented planting description and use.
                b. Summer crop loss description and use.
                c. Harvest impact loss description and use.
            2. USDA-RMA utilization fact sheets.
        ii. Provide list of topics for each fact sheet section (NRS and USDA-RMA).
        iii. Complete draft by September 30, 2022.
    c. Biannual meetings with upstream (grower) stakeholders.
        i. Between July 1 and July 31, 2022.
        ii. Between January 1 and January 31, 2023.
        iii. Between July 1 and July 31, 2023.
        iv. Between January 1 and January 31, 2024.
        v. Between July 1 and July 31, 2024.
        vi. Between January 1 and January 31, 2025.
        vii. Between May 1 and May 31, 2025.

Policy Consideration and Interaction

Components of insurance development of the NRS as well as potential utilization of crop insurance products within the current USDA-RMA infrastructure may require interaction with government officials and organizations. A key issue to address is the impact to actual production history (APH) crop yields in the event the project is operated and the growers sustain a loss due to project operation. Developing a mechanism to prevent adverse effects on yield will likely require interaction and support from the North Dakota Congressional delegation.

Watts will provide information to the Authority regarding 1) potential impact of project operation on yield; and 2) possible solutions to prevent negative impacts to APH yield in grower crop insurance databases. Authority will serve as primary point of contact to coordinate meetings with North Dakota and/or Minnesota Congressional delegations to provide updates (as necessary and at the discretion of Authority) regarding crop insurance in the retention area. Authority may request Watts to provide technical support in meetings and communications as necessary and at the discretion of Authority.

Modifications to SOW

It is recognized that unforeseen circumstances may arise during the course of this SOW which may impact the timing of deliverables or may require modification in an effort to enhance deliverables. Watts and Authority agree to operate in good faith and communicate with each other in an effort maintain efficiency and integrity in this effort. Any modifications to the SOW will be communicated to each party and the parties agree to develop written guidelines for modifications.

Schedule B
Payment Terms to Watts

Payment:

Authority will pay Watts on a Time and Materials basis for all hours incurred. The hourly rates for each engagement (based upon the timeframe of the work performed) are shown below:

LABOR CATEGORY	FY 2022 Rate	FY 2023 Rate	FY 2024 Rate	FY 2025 Rate
Project Director	$479.59	$496.38	$513.75	$531.73
Lead Actuary	586.17	606.68	627.92	649.89
Lead Underwriter	532.88	551.53	570.83	590.81
Principal Investigator	452.95	468.80	485.21	502.19
Research Analyst III	373.01	386.07	399.58	413.57
Research Analyst II	213.15	220.61	228.33	236.32
Research Analyst I	149.21	154.43	159.83	165.43
Research Analyst	122.93	127.23	131.68	136.29
Financial/Cost Analyst II	234.47	242.67	251.17	259.96
Financial/Cost Analyst I	191.84	198.55	205.50	212.69
Training Specialist II	191.84	198.55	205.50	212.69
Technical Editor	85.26	88.24	91.33	94.53
Document Specialist / Clerk	76.73	79.42	82.20	85.08
Information Technology Specialist	250.19	258.95	268.01	277.39
Information Technologist	122.93	127.23	131.68	136.29
National Crop/Livestock Segment Specialist	248.33	257.02	266.02	275.33
Certifying Actuary	673.49	697.06	721.46	746.71
Practicing Actuary	213.15	220.62	228.34	236.33
Legal Counsel	821.08	849.81	879.56	910.34

Travel costs incurred by the Watts for each engagement will be reimbursed at cost.

EXHIBIT B

FEDERAL CERTIFICATION FORMS REGARDING
LOBBYING, DEBARMENT AND SUSPENSION, AND CIVIL RIGHTS

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
4784 Amber Valley Pkwy S, Suite 100
Fargo, ND 58104

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
4784 Amber Valley Pkwy S, Suite 100
Fargo, ND 58104

PAGE 2 - 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.
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
PLEASE RETURN TO: Metro Flood Diversion Authority 4784 Amber Valley Pkwy S, Suite 100 Fargo, ND 58104	City, State, Zip Code Office Email Address

METRO FLOOD DIVERSION PROJECT

Executive Director Contracting Recommendation

Date: 7/28/2022

RECOMMENDATION FOR ACTION:

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

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 Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine comments for the Director of Engineering. The Director of Engineering (DOE) shall review and provide recommendations to the Executive Director for review and action.

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

Houston-Moore Group, LLC

Task Order 101, Amendment 4– Design and Construction Support — $2,580,000.00

- Scope change and budget amendment in subtasks
- Add Subtask 2.5 for Cass Rural Water District Mitigation
- Add Subtask 5.1 for Mobility Improvements in Cass County – 38th St S and 52nd Ave S

BACKGROUND AND DISCUSSION:

Houston-Moore Group, LLC (HMG) has a MSA with the Diversion Authority to provide Engineering services for the Project.

This task order covers the scope of work for HMG from September 1, 2021 to December 31, 2026.

REASON:

Budgets amended for the Support for local drainage, transportation and utilities, and USACE reivews to reflect current work carried out to date. Additional scope details have been added for the Cass Rural Water District Mitigation and Mobility Improvements in Cass County – 38th St S and 52nd Ave S.

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

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget Change ($)	Original or Revised Budget ($)	Agreement Execution Date	Project Completion	Comments
TO101-A0	0	1,010,000.00	09/01/2021	12/31/2021	Original scope and budget.
TO101-A1	15,070,210	16,080,210.00	09/01/2021	12/31/2026	Updated scope and budget.
TO101-A2	(16,558.93)	16,063,651.07	09/01/2021	12/31/2026	Updated Sub Task budgets.
TO101-A3	0.00	16,063,651.07	09/01/2021	12/31/2026	Update Sub tasks
TO101-A4	2,580,000.00	18,643,651.07	09/01/2021	12/31/2026	New scope and budget. Update subtasks

FINANCIAL CONSIDERATIONS:

The Budget Cost Proposal is in the Task Order document.

The PMC has reviewed the proposal and found that the labor rates are consistent with the 2021 allowed rates and the level of effort is reasonable for this scope of work.

Budgets by Subtasks:

Ref.	No.	Title	Activity ID	Current Budget ($)	Change	Revised Budget ($)
Subtask	1.0	*Project Management, Controls and Insurance*	SW-1160	3,950,410.56	0	3,950,410.56
	2.0	*Mitigation and Associated Infrastructure (MAI)*				
Subtask	2.1	In-Town Levees (WP-42)	SW-1160	380,000.00	0	380,000.00
Subtask	2.2	OHB Projects (WP-43)	SW-1160	85,000.00	0	85,000.00
Subtask	2.3	Property Structure Packages (WP-50)	SW-1160	1,392,643.10	0	1,392,643.10
Subtask	2.4	Facility Plans for Clean Water SRF Loan Application	SW-1160	160,000.00	0	160,000.00
Subtask	2.5	Cass Rural Water District Mitigation	SW-1160	0.00	1,900,000.00	1,900,000.00
	3.0	*Southern Embankment and Associated Infrastructure (SEAI)*				
Subtask	3.1	I-29 Grade Raise	SW-1160	949,165.00	0	949,165.00
Subtask	3.2	Reach SE-1B (CR 16/17)	SW-1160	380,000.00	0	380,000.00
Subtask	3.3	Reach SE-2B (45th St and CR 16)	SW-1160	760,000.00	0	760,000.00
Subtask	3.4	Reach SE-3 (CR 81)	SW-1160	630,000.00	0	630,000.00
Subtask	3.5	Support for local drainage, transportation and utilities	SW-1160	1,509,283.77	100,000.00	1,609,283.77
Subtask	3.6	USACE reviews	SW-1160	555,941.64	(100,000.00)	455,941.64
Subtask	3.7	Reach SE-4 (3rd St, 140th Ave, CR 2)	SW-1160	525,000.00	0	525,000.00
Subtask	3.8	Reach SE-5 (180th Ave, Hwy 75 and BNSF)	SW-1160	275,000.00	0	275,000.00
	4.0	*Diversion Channel and Associated Infrastructure (DCAI) – P3*				
Subtask	4.1	P3 Design Review and Comment	SW-1160	850,000.00	0	850,000.00
Subtask	4.2	P3 Design Review and Comment	SW-1160	3,661,207.00	0	3,661,207.00
	5.0	*Mobility Improvements*				
Subtask	5.1	Cass County – 38th St S and 52nd Ave S	SW-1160	0.00	680,000.00	680,000.00
		Total		16,063,651.07	2,580,000.00	18,643,651.07

Summary of Budget Allocation – Per Year 2021 to 2026

Year	Original Agreement or Amendment	Cost account code	Estimated cost ($)	Budget Allocated ($)	Actual Paid to date ($)	Budget Remaining ($)	Comments
2021	TO101-A2	SW-1160	598,323.53	598,323.53	598,323.53	0	2021 paid.
2022	TO101-A3	SW-1160	4,367,617.54	4,367,617.54	1,325,348.42	3,032,269.12	Paid through June, 2022
2023	TO101-A3	SW-1160	4,029,615.00	4,029,615.00	0.00	4,009,615.00	Within allocated annual budget.
2024	TO101-A3	SW-1160	3,494,584.00	3,494,584.00	0.00	3,444,584.00	Within allocated annual budget.
2025	TO101-A3	SW-1160	2,853,875.00	2,853,875.00	0.00	2,853,875.00	Within allocated annual budget.
2026	TO101-A3	SW-1160	3,299,636.00	3,299,636.00	0.00	3,299,636.00	Within allocated annual budget.
	Total	SW-1160	18,643,651.07	18,643,651.07	1,923,671.95	16,639,979.12	

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

ATTACHMENT(S):

1. HMG Task Order 101 Amendment 4

Prepared by: Program Management Consultant

Ian Joynes

Dated: 7/28/2022

Approved by Joel Paulsen, Diversion Authority Executive Director via Aconex.

Dated: 8/12/2022

METRO FLOOD DIVERSION AUTHORITY

Executive Director Contracting Recommendation

Date: 8/2/2022

RECOMMENDATION FOR ACTION:

The Executive Director has reviewed and recommends approval of the following Contracting Action(s).

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) is directed to prepare new Task Order and Task Order Amendments and submit them to Member Entity Technical Representatives and the Executive Director. The Member Entity Technical Representative will review and provide comments. These comments 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 and action. The Owner's PMC has prepared the following Contracting Action(s):

Red River Valley Cooperative Power

Task Order 02, Amendment 0 R2
Utility Relocation – Walstad

$237,000.00

- Southern Embankment Reach SE-4 Relocation and Modifications - Walstad

BACKGROUND:

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

In accordance with Section 2.01 of the Master Utility Relocation Agreement by and between the Metro Flood Diversion Authority (the "Authority") and Red River Valley Cooperative Power (the "Utility") dated June 23, 2022 (the "Agreement"), the Authority and the Utility agree to the following:

REASON:

Adding 3.5 miles of single phase underground to refeed Walstad residence after removal of line in section 5 and maintain tie-line after removal of line in Section 17.

Attached to the Task Order is the list of component estimates for the Red River Valley Cooperative Power internal Work Order. This lists the components they estimate will be needed for the Work Order. For their estimates, they use a general cost per mile and not a precise material sheet which has been provided. When they do the actual work, they fill-in the material sheets based on pricing at that time. The final billing is based on their actual costs of materials and labor. Much of the labor for this work will be contract labor and Red River Valley Cooperative Power will go through a process for selecting a contractor. The material sheets have the estimated quantities; such as the number of poles and the needed feet of conductor wire and other components and have to be ordered.

The cost estimate has been revised to reflect the increase in material costs, fulee costs, labor costs and time-comsuming easement procurement.

The task order contracting history is shown in the table below.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget Change ($)	Original Project Cost ($)	Revised Project Cost ($)	Project Start	Project Completion	Comments
TO02-A0	0.00	237,000.00	0.00	01-Aug-2022	30-Nov-2022	Work Order 18085.

Summary of Annual Budget Allocation

Original Agreement or Amendment	Cost account code	Estimated cost 2022 ($)	Budget Allocated 2022 ($)	Actual Paid ($)	Budget Remaining	Comments
2022	CN-4010	237,000.00	237,000.00	0.00	237,000.00	Within allocated annual budget
Total	CN-4010	237,000.00	237,000.00	0.00	237,000.00	Within allocated annual budget

The PMC prepared this task order amendment and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. Task Order 02, Amendment 0 – R2

Prepared by: Program Management Consultant

Ian Joynes

Dated: 8/2/2022

Approved by Joel Paulsen, Diversion Authority Executive Director via Aconex.

Dated: 8/12/2022

EideBailly

CPAs & BUSINESS ADVISORS

June 27, 2022

To the Governing Board of the
Metro Flood Diversion Authority
Metro Flood Diversion Authority
Fargo, North Dakota

We have audited the financial statements of Metro Flood Diversion Authority as of and for the year ended December 31, 2021, and have issued our report thereon dated June 27, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under *Government Auditing Standards*

As communicated in our letter dated April 29, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Metro Flood Diversion Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated June 30, 2022.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". We have identified the following as significant risks.

> Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the Company may have the ability to override controls that the organization has implemented. Management may override the organization's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the Company's financial performance or with the intent of concealing fraudulent transactions.
>
> Revenue Recognition – We identified revenue recognition as a significant risk due to financial and operational incentives for the Company to overstate revenues.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Metro Flood Diversion Authority is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There are no uncorrected misstatements noted. The following misstatement that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

To record reimbursement as revenue that was received within 90 days after year-end:

Deferred Revenue	$4,927,025	
Revenue		$4,927,025

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Metro Flood Diversion Authority financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify and circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated June 27, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Metro Flood Diversion Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Metro Flood Diversion Authority's auditors.

This report is intended solely for the information and use of the governing Board, and management of Metro Flood Diversion Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Mankato, Minnesota

Financial Statements
December 31, 2021

Metro Flood Diversion Authority

Metro Flood Diversion Authority
Table of Contents
December 31, 2021

Board of Authority 1

Independent Auditor's Report 2

Basic Financial Statements

Government-Wide Financial Statements
Statement of Net Position 5
Statement of Activities 6
Fund Financial Statements
Balance Sheet – Governmental Funds 7
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position 8
Statement of Revenue, Expenditures and Changes in Fund Balances – Governmental Funds 9
Reconciliation of the Changes in Fund Balances of Governmental Funds to the Statement of Activities 10
Notes to Financial Statements 11

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 23

Schedule of Findings and Responses 25

Metro Flood Diversion Authority

Board of Authority (Unaudited)

December 31, 2021

Name	Title	Appointed By:
Tim Mahoney	Fargo Mayor	City of Fargo
John Strand	Fargo Commissioner	City of Fargo
Dave Piepkorn	Fargo Commissioner	City of Fargo
Shelly Carlson	Moorhead Mayor	City of Moorhead
Chuck Hendrickson	Moorhead Councilor	City of Moorhead
Larry Seljevold	Moorhead Councilor	City of Moorhead
Mary Scherling	Cass Commissioner	Cass County
Rick Steen	Cass Commissioner	Cass County
Chad Peterson	Cass Commissioner	Cass County
Kevin Campbell	Clay Commissioner	Clay County
David Ebinger	Clay Commissioner	Clay County
Rodger Olson	CCJWRD Manager	CCJWRD
Bernie Dardis	West Fargo Mayor	City of West Fargo

All board members are annual appointments by each entity.

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Governing Board
of the Metro Flood Diversion Authority
Fargo, North Dakota

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the Metro Flood Diversion Authority ("the Authority"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Authority as of December 31, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained *in Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by the missing information.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the listing of the board of authority but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2022 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Eide Bailly LLP

Mankato, Minnesota
June 27, 2022

Metro Flood Diversion Authority
Statement of Net Position
December 31, 2021

Assets	
Cash	$ 16,562,967
Equity in pooled investments	69,163,825
Accounts receivable	100
Intergovernmental receivables	
North Dakota Public Finance Authority	50,585,791
City of Fargo, North Dakota	7,568,204
Cass County, North Dakota	3,814,880
Other governments	518,320
Interest receivable	88,630
Prepaid items	223,728
Total assets	148,526,445
Liabilities	
Vouchers payable	14,104,118
Contract retainage payable	167,048
Deposits payable	19,350
Long-term liabilities	
Accrued interest on settlement payable	800,000
Due in more than one year - settlement payable	40,000,000
Total liabilities	55,090,516
Net Position	
Restricted for:	
Public protection	$ 93,435,929

The notes to the financial statements are an integral part of this statement

Metro Flood Diversion Authority
Statement of Activities
Year Ended December 31, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position: Governmental Activities
Governmental Activities					
Public protection	$ 106,317,663	$ -	$ 161,648,177	$ -	$ 55,330,514
General Revenues and Transfers					
Investment earnings					(244,120)
Interest expense					(800,000)
Miscellaneous revenue					2,484,123
Total general revenues					1,440,003
Change in Net Position					56,770,517
Net Position - Beginning					36,665,412
Net Position - Ending					$ 93,435,929

Metro Flood Diversion Authority
Balance Sheet – Governmental Funds
December 31, 2021

	General
Assets	
Cash	$ 16,562,967
Equity in pooled investments	69,163,825
Accounts receivable	100
Intergovernmental receivables	
North Dakota Public Finance Authority	50,585,791
City of Fargo, North Dakota	7,568,204
Cass County, North Dakota	3,814,880
Other governments	518,320
Interest receivable	88,630
Prepaid items	223,728
Total assets	$ 148,526,445
Liabilities	
Vouchers payable	$ 14,104,118
Contract retainage payable	167,048
Deposits payable	19,350
Total liabilities	14,290,516
Deferred Inflows of Resources	
Unavailable revenue	34,552,153
Fund Balance	
Nonspendable	223,728
Restricted	99,460,048
Total fund balance	99,683,776
Total liabilities, deferred inflows of resources, and fund balance	$ 148,526,445

Metro Flood Diversion Authority

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position

December 31, 2021

Total Funds Balances - Governmental Funds	$ 99,683,776
Amounts reported for governmental activities in the statement of net position are different because:	
Certain aids from other governments are not considered available for current financial resources and are therefore deferred in the funds. However, they are properly recognized as revenue in the entity-wide statements as soon as the appropriation has been made.	34,552,153
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds.	(40,800,000)
Total Net Position - Governmental Activities	$ 93,435,929

Metro Flood Diversion Authority

Statement of Revenue, Expenditures and Changes in Fund Balances – Governmental Funds

Year Ended December 31, 2021

Revenues	
Aid from other governments	
State of North Dakota Water Commission	$ 44,928,872
Cass County, North Dakota	20,605,468
City of Fargo, North Dakota	39,900,525
City of Oxbow, North Dakota	122,037
Cass County Joint Water Resource District	28,630,991
Investment earnings	(244,120)
Miscellaneous	2,484,123
Total revenues	136,427,896
Expenditures	
Current	
Public protection	106,317,663
Net Change in Fund Balances	30,110,233
Fund Balances, Beginning of Year	69,573,543
Fund Balances, End of Year	$ 99,683,776

Metro Flood Diversion Authority

Reconciliation of the Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year Ended December 31, 2021

Net Change in Funds Balances - Total Governmental Fund	$ 30,110,233
Amounts reported for governmental activities in the statement of activities are different because	
Certain aids from other governments are not considered available for current financial resources and are therefore deferred in the fund. However, they are properly recognized as revenue in the statement of activities as soon as they have been appropriated.	27,460,284
Current year effect	
Repayment of long-term debt is reported as an expenditure in governmental funds, but the repayment reduces long-term liabilities on the statement of net position. In the current period these amounts consist of:	
Accrued interest on settlement payable	(800,000)
Change in Net Position of Governmental Activities	$ 56,770,517

Note 1 - Reporting Entity

Definition of Reporting Entity and Governing Board

The Metro Flood Diversion Authority (Authority) is a political subdivision of the State of North Dakota. It was created June 1, 2016 pursuant to a Joint Powers Agreement. Parties to this agreement are the following member entities: City of Fargo, North Dakota; Cass County, North Dakota; Cass County Joint Water Resource District; the City of Moorhead, Minnesota; and Clay County, Minnesota. The Metro Flood Diversion Authority was formed for the purpose of providing the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection.

The Authority is governed by a thirteen-member governing board, referred to as the Diversion Authority Board. Three members are appointed by the Fargo City Commission, three members by the Moorhead City Council, three members by the Cass County Commission, two members by the Clay County Commission, one member by the Cass County Joint Water Resource District, one member by the West Fargo City Commission and one member appointed jointly by the Wilkin County Commission and the Richland County Commission.

The Comprehensive Project

The Comprehensive Project consists of a southern embankment and associated infrastructure (SEAI) and a storm water diversion channel and associated infrastructure (SWDCAI). The SEAI consists of a Diversion Inlet Control Structure, Wild Rice River Control Structure, Red River Control Structure, one railroad bridge, and a 20-mile earthen embankment. The SWDCAI consists of a 30-mile channel, two four-lane interstate bridges, four railroad bridges, twelve county highway bridges, and two river aqueducts. The Comprehensive Project is designed to protect the Fargo-Moorhead metropolitan area from a 100-year flood event and provide the ability to defend to a 500-year flood event.

United States Army Corps of Engineers (USACE) has led the planning and development of the Comprehensive Project since 2008. USACE has identified the Comprehensive Project as a national pilot project and entered into a unique Project Partnership Agreement (PPA) with the Authority, the City of Fargo, and the City of Moorhead (Non-Federal Sponsors) whereby delivery of the Comprehensive Project is split into two major parts. The SEAI and mitigation features not associated with the Non-Federal Work will be constructed by USACE. The USACE, pursuant to the PPA, will contribute up to $750,000,000 to the Comprehensive Project to be used primarily to fund the construction of the SEAI. The SWDCAI and associated mitigation, all lands, and easements, for the Comprehensive Project and levees within Fargo and Moorhead will be constructed by the Authority.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

Government-wide Financial Statements

The statement of net position and statement of activities display information about the primary government (Authority). These statements include the financial activities of the overall government. The statement of activities presents direct expenses and program revenues for each function of the Authority's governmental activities. Direct expenses are those that are specifically associated with a program or function and; therefore, are clearly identifiable to a particular function. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Investment earnings and other items which are excluded from program revenues are reported instead as general revenues.

When both restricted and unrestricted resources are available, restricted resources are used first, then unrestricted resources as needed.

Fund Financial Statements

The fund financial statements provide information about the Authority's funds, which include only a governmental fund. The Authority reports the following major governmental fund: The *General Fund* is the main operating fund and is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the Authority. For the Authority, the General Fund's activities include public protection only.

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expense are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Intergovernmental revenues are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent they are collected in 90 days. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

Equity in Pooled Investments

Pursuant to the joint powers agreement, the City of Fargo, North Dakota, as the fiscal agent of the Authority, has custody of all equity in pooled investments. The Authority's share of the equity in pooled investments is separately accounted for and interest earned is apportioned at the end of each month based upon the relationship of its daily cash balance to the total of the pooled account.

Receivables and Payables

Intergovernmental receivables in the governmental fund consist of aid from other governments related to sales tax dedicated to the Authority by Cass County and the City of Fargo. Reimbursement requests related to appropriated North Dakota State Water Commission funding is also reported as an Intergovernmental receivable.

Payables include work performed and/or goods and services received prior to year-end and paid to vendors subsequent to year end.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods (consumption method) and are recorded as prepaid items in both government-wide and fund financial statements.

Deferred Inflows of Resources

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The Authority has one type of item that qualifies for reporting in this category. The Authority reports unavailable revenues from intergovernmental grants on the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Revenue – Aid from Other Governments

Pursuant to a joint powers agreement, the City of Fargo has pledged one and a quarter cent of its sales and use tax as pledged revenue to the Authority. Cass County has pledged 94% of its one-half cent countywide sales and use tax as pledged revenue to the Authority.

Cass County, ND

Pursuant to Cass County Ordinance No. 2010-2, Cass County imposed a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all sales at retail, including leasing or rental of tangible personal property, within the corporate limits of Cass County ("County 2010-2 Sales Tax"). The proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the planning, engineering, land purchase, construction, and maintenance of a Red River diversion channel and other flood control measures or the payment of special assessments, or debt incurred for a Red River diversion and other flood control measures as authorized by the Board of Cass County Commissioners. Cass County has determined that it will legally pledge not less than ninety-four percent (94%) of the County 2010-2 Sales Tax to Authority Loans, Authority Revenue Bonds and all other expenses of the Authority including but not limited to refunding improvement bonds issued by CCJWRD, and milestone payments, availability payments, and other payments for the Comprehensive Project.

The County 2010-2 Sales Tax was anticipated to expire on March 31, 2031. The Cass County Commission, however, desired to extend the expiration date for the County 2010-2 Sales Tax until 2084, and voted unanimously to place such extension upon the November 8, 2016, ballot. The County 2010-2 Sales Tax was previously approved by sixty-four percent (64%) of the voters. On November 8, 2016, the extension of the County 2010-2 Sales Tax was approved by sixty-three percent (63%) of the voters (in both elections, a simple majority of voters was needed in order to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the County 2010-2 Sales Tax may be used for debt obligations including the authority loans, milestone payments, availability payments, and any other costs or charges associated with the SWDCAI and Comprehensive Project.

City of Fargo

The City of Fargo adopted a sales and use tax ("City Flood Control Tax") by enacting Article 3-21 of the City of Fargo Municipal Code. The City Flood Control Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Flood Control Tax are dedicated for acquiring property; making, installing, designing, financing, and constructing improvements; engaging in projects that are necessary for the goal of achieving risk reduction and the ability to defend the community against a five hundred (500) year flood event; and servicing bonds or other debt instruments. The City of Fargo has determined that it will dedicate one hundred percent (100%) of its City Flood Control Tax to the Authority.

In 2012, the City of Fargo adopted a second sales and use tax ("City Infrastructure Tax") by enacting Article 3-22 of the City of Fargo Municipal Code. The City Infrastructure Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Infrastructure Tax are dedicated for such infrastructure capital improvements as the governing body of the City of Fargo selects, including streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities; and flood protection or flood risk mitigation projects, and related improvements and activities. The City of Fargo has determined that it will dedicate one hundred percent (100%) of its City Infrastructure Tax not being utilized for present infrastructure projects to the Authority.

The City Flood Control Tax and the City Infrastructure Tax was anticipated to expire on December 31, 2029, and December 31, 2032, respectively. The City of Fargo City Commission, however, desired to extend the expiration dates for the City Flood Control Tax and the City Infrastructure Tax until 2084, and as a result, voted to place such extensions upon the November 8, 2016, ballot. The City Flood Control Tax was previously approved by ninety and seven/tenths percent (90.7%) of the vote, and the City Infrastructure Tax was previously approved by sixty and three/tenths percent (60.3%) of the vote. On November 8, 2016, the extension of the City Flood Control Tax and the City Infrastructure Tax was approved by sixty-six percent (66%) of the voters (a super majority, i.e. sixty percent (60%), was needed to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the City Flood Control Tax and the City Infrastructure Tax may only be used for debt obligations including authority loans, milestone payments, availability payments, and any and all other costs or charges associated with the Comprehensive Project.

The City of Fargo has additionally imposed a sales and use tax ("City Capital Improvements Tax") by enacting Article 3-20 of the City of Fargo Municipal Code. The City Capital Improvements Tax imposes a one percent (1%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Capital Improvements Tax are also dedicated for such infrastructure capital improvements as the governing body of the City of Fargo selects, including streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewage treatment and collection system needs, including construction or expansion of sewage treatment facilities; and flood protection or flood risk mitigation projects. The City of Fargo has dedicated and will dedicate, as part of the Fargo Pledge, one quarter of the one percent (0.25%) City Capital Improvement Tax to the Authority until 2028.

North Dakota Legislative Session Appropriations

The Authority has been appropriated from the Legislative Sessions as summarized in the table below.

North Dakota State Water Commission Appropriations from 2009 Legislative Session	$ 45,000,000
North Dakota State Water Commission Appropriations from 2011 Legislative Session	30,000,000
North Dakota State Water Commission Appropriations from 2013 Legislative Session	100,000,000
North Dakota State Water Commission Appropriations from 2015 Legislative Session	69,000,000
North Dakota State Water Commission Appropriations from 2015 Legislative Session - Interior Flood Control	60,000,000
North Dakota State Water Commission Appropriations from 2017 Legislative Session	66,500,000
North Dakota State Water Commission Appropriations from 2019 Legislative Session	44,000,000
Total North Dakota State Water Commission Appropriations	414,500,000
Legacy Bonds from 2021 Legislative Session	435,500,000
Total	$ 850,000,000

Funds become appropriated at the legislature when a cost share agreement is approved.

Public Protection Expense

Although the Metro Flood Diversion Authority's sole purpose is to construct permanent and comprehensive flood protection for residents, the infrastructure is ultimately owned or maintained by one of the member entities, and as a result, the public protection costs of the flood protection infrastructure are shown as public protection expenses (not capital assets) in these financial statements.

Net Position and Fund Balances

Net position represents the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources in the Authority's financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any long-term debt attributable to the acquisition, construction, or improvement of those assets. Restricted net position consists of restricted assets reduced by liabilities related to those assets. Unrestricted net position is the net amount of assets and liabilities that are not included in the determination of net investment in capital assets or the restricted component of net position.

Fund balances are classified based on the spending constraints placed upon them. The following classifications describe the relative strength of the spending constraints:

- Nonspendable fund balance – amounts that are not in spendable form (such as prepaid amounts) or are required to be maintained intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

- Committed fund balance – amounts constrained to specific purposes by the Authority itself, using its highest level of decision-making authority (i.e. Diversion Authority Board). To be reported as committed, amounts cannot be used for any other purpose unless the Authority takes the same, or higher, level action to remove or change the constraint.
- Assigned fund balance – amounts the Authority intends to use for a specific purpose. Intent can be expressed by the Diversion Authority Board or by an official or body to which the Diversion Authority Board delegates the authority.
- Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the general fund.

The Diversion Authority Board establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. A resolution is the highest level of authority and requires another resolution to modify or rescind.

Assigned fund balance is established by the Diversion Authority Board through adoption or amendment of the budget as intended for specific purpose (such as the purchase of capital outlay, project construction, debt service, or other purposes).

The Authority's first priority is to utilize the restricted fund balance. Committed funds will be considered second with assigned fund balance third when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications are eligible to be used.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 3 - Equity in Investments

Authorized Investments

The Authority follows the City of Fargo's investment policy with respect to the management of cash and investments. As the Authority's cash and investments are held with the City as pooled funds, the disclosures within this report reflect the City's balances overall, which includes the Diversion Authority funds as a portion of them.

The City has an adopted investment policy, conforming to federal, state, and other legal requirements, including the City of Fargo Home Rule Charger, specifically Article 3.B – Powers of the City. This policy sets forth the City's investment objectives as well as authorized and suitable deposits and investments, and serves as a guide to proper diversification, maturity constraints, internal controls, and performance measurement. The foremost objective of the City's investment program as set forth by the investment policy is safety of principal. Investment decisions are made under the assumption that, except under limited circumstances, all investments within the pooled portfolios will be held to maturity.

Allowable deposits and investment include:

- Direct obligations of the United States of America
- Debt securities issued by government sponsored enterprises (GSE's), federal agencies, and federal financing banks
- Direct obligations of the state of North Dakota
- Commercial paper
- Bankers' acceptances
- Negotiable certificates of deposit
- Certificates of deposit and time deposits
- Obligations or notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States
- Investments in money-market funds rated "AAAm" by Standard & Poor's Corporation
- Repurchase agreements that are collateralized only by direct obligation of the U.S. government, GNMA, Fannie Mae, Freddie Mac, FFCB, and FHLB
- Asset-backed securities (ABS) rated a minimum of AA long-term or A-1 short-term, or its equivalent, from any nationally recognized statistical rating organization (NRSRO)

Deposits

In accordance with North Dakota Century Code, the City maintains deposits at those depository banks and brokerages authorized by the City Commission, all of which are covered by Federal Depository Insurance or Securities Investor Protection. Century Code requires that all City deposits be protected by insurance, collateral or surety bond. The market value of the collateral pledged must be equal to or greater than 110% of the deposits not covered by insurance or bonds. As of December 31, 2021, the carrying amount of the City's deposits was $115,877,120 and the bank balance was $120,208,909. As noted above, the bank balance is covered by Federal Depository Insurance or Securities Investor Protection.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Per the City's investment policy, custodial credit risk will be minimized by using the following techniques; limiting investments to the safest type of securities, pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City will do business; and diversifying the investment portfolio so that potential losses on individual securities will be minimized. As of December 31, 2021, the City's deposits were either fully insured or properly collateralized, were held in the City's name, and have no custodial credit risk.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The chart below summarizes the City's investments using segmented time distribution. The City's investment policy, limits investing funds primarily in short-term and intermediate-term liquid securities of high credit quality to ensure adequate liquidity and minimize the impact of changes in interest rates. Portfolios are structured so that securities mature concurrent with cash needs to meet anticipated demands.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. As outlined above, city policy limits the type of investments allowed to reduce the amount of credit risk to the portfolio. The chart below summarizes the credit quality of the City's investment holdings for 2021.

				Investment Maturities			
Investment Type	Credit Rating	Fair Value	N/A	<1 year	1-5 years	5-10 years	>10 years
Corporate bonds	AAA	$ 16,246,171	$ -	$ -	$ 16,246,171	$ -	$ -
Corporate bonds	AA2	337,247	-	-	337,247	-	-
Corporate bonds	AA3	767,335	-	131,578	635,757	-	-
Corporate bonds	A1	6,118,395	-	303,360	5,815,035	-	-
Corporate bonds	A2	5,990,029	-	-	5,990,029	-	-
Corporate bonds	A3	2,255,642	-	-	2,255,642	-	-
Money market funds	N/A	105,579,577	105,579,577	-	-	-	-
Municipal bond	AAA	433,950	-	-	433,950	-	-
Municipal bond	AA1	1,091,451	-	-	1,091,451	-	-
Municipal bond	AA3	795,632	-	-	795,632	-	-
Municipal bond	A1	-	-	-	-	-	-
U.S. agencies	N/A	27,514,333	-	3,380,731	19,059,179	2,099,908	2,974,515
U.S. Treasury notes	N/A	52,591,822	-	2,499,600	50,092,222	-	-
Bond mutual funds	N/A	47,125,814	9,161,822	-	29,107,348	8,856,644	-
Equity mutual funds	N/A	98,722,857	98,722,857	-	-	-	-
Equity exchange traded funds	N/A	7,298,995	7,298,995	-	-	-	-
External investment pool*	N/A	49,685,723	49,685,723	-	-	-	-
Total		$ 422,554,973	$ 270,448,974	$ 6,315,269	$ 131,859,663	$ 10,956,552	$ 2,974,515

*The weighted average maturity of the portion of the external investment pool subject to maturity is 6.64 years

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City's investment policy diversifies the portfolios by limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). Investments in a single issuer shall not exceed 5 percent of the City's portfolio for any of the following types in total: commercial paper, corporate obligations or notes, bankers' acceptances, and negotiable CD's.

The City's investment policy also has limits on the following allowable deposits and investment; direct obligations of the State of North Dakota shall not exceed 5 percent of the City's portfolio, investments in money market funds rated "AAAm" by Standard & Poor's shall not exceed 25 percent of the City's portfolio, repurchase agreements shall not exceed 25 percent of the City's portfolio, and aggregate Asset-backed securities may not exceed 25% of the portfolio at the time of purchase. None of the established limits were exceeded as of December 31, 2021.

Fair Value

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the City has the ability to access.

Level 2 – Inputs to the valuation methodology include:

1. Quoted prices for similar assets or liabilities in active markets;
2. Quoted prices for identical or similar assets or liabilities in active markets;
3. Inputs other than quoted prices that are observable for the asset or liability;
4. Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology that are unobservable and significant to the fair value measurement.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table presents the City's assets measure at fair value on a recurring basis, except those measured at cost as identified below, at December 31, 2021.

Investment Type	Total	Level 1	Level 2	Level 3
Pooled Investments				
U.S. government and agency securities	$ 80,106,155	$ 80,106,155	$ -	$ -
Money market mutual funds	105,579,577	105,579,577	-	-
Corporate bonds	31,714,819	-	31,714,819	-
Municipal bonds	2,321,033	-	2,321,033	-
Total	$ 219,721,584	$ 185,685,732	$ 34,035,852	$ -

U.S. Government and Agency securities, money market mutual funds, and certificates of deposit classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for these securities. Corporate bonds, municipal bonds, corporate commercial paper, bond and equity mutual funds classified in Level 2 of the fair value hierarchy are valued using techniques such as quoted prices for similar investments in active and inactive markets as well as inputs other than quoted prices that are observable for these assets.

Note 4 - Commitments

As of December 31, 2021, the Metro Flood Diversion Authority had commitments on various construction contracts totaling approximately $1,183,908,248.

Note 5 - Affiliated Organizations

The Authority's affiliated organizations include its member entities: the City of Fargo, North Dakota; Cass County, North Dakota; Cass County Joint Water Resource District; the City of Moorhead, Minnesota; and Clay County, Minnesota.

Pursuant to a joint powers agreement, the City of Fargo serves as the fiscal agent for the Authority. The fiscal agent is responsible for the administration of financial and accounting functions for the Authority. Fees paid to the City of Fargo for these services totaled $138,892 for the year ended December 31, 2021.

Pursuant to an interim memorandum of understanding that went into effect August of 2019, Cass County provides human resource services related to payroll and benefits to the Authority, for which no fees are charged. No amounts were recognized for these donated services in the financial statements.

The City of Fargo and Cass County both issued $100 million loans to fund costs of the Metro Flood Diversion Authority. Pursuant to various agreements, the Authority is to reimburse these entities for the debt service expense of issuing this debt. Expense reimbursed to the City of Fargo for debt service expense totaled $165,230 for the year ended December 31, 2021. Expense reimbursed to Cass County for debt service expense totaled $1,190,203 for the year ended December 31, 2021.

The Authority, pursuant to a joint powers agreement, is to reimburse the City of Fargo for the debt service on $83.887 million of Capital Financing Program bonds that were issued to finance the construction and installation of flood mitigation projects. Expense reimbursed to the City of Fargo for debt service expense totaled $6,300,990 for the year ended December 31, 2021.

Note 6 - Contingent Liabilities

The Diversion Project is the first project of the U.S. Army Corps of Engineers to use a public private partnership approach to project delivery. The Project's status carries with it all of the authority, immunities and limitations of liability associated with such federal authorization and implementation. There is a reasonable likelihood that the Authority will be named as a defendant in one or more claims or lawsuits related to the Project, its design, construction, financing, operations and/or maintenance.

Note 7 - Settlement Liability

The Authority approved a Settlement Agreement on February 25, 2021 with the Richland-Wilkin Joint Powers Authority, Buffalo-Red River Watershed District, City of Wolverton, MN and the City of Comstock, MN. The express intent of the Parties per the Settlement Agreement is to acknowledge the Diversion Authority's need, ability, and authority to design, finance, develop, construct, operate, and maintain the Comprehensive Projects; to acknowledge and fairly protect and compensate the Non-Diversion Authority Parties and their constituencies and minimize, protect, and compensate upstream individuals, landowners, entities, and political subdivisions from the impacts of the Comprehensive Project; and, to ensure that the Non-Diversion Authority Parties do not engage in Interference Actions. As approved in the Settlement Agreement, payments of Seventy-five Million Dollars ($75,000,000) will be provided by the Authority to the Economic Impact Relief Fund held by the Richland County Auditor in its capacity as fiscal agent for the RWJPA, with an initial payment of Thirty-five Million Dollars ($35,000,000) to be made not later than ten (10) days after the latter of the following events: (1) issuance of a permit by BRRWD for the Plan B project as provided for above, (2) entry of Judgement of Dismissal with Prejudice (or the reasonable equivalent thereof if such a judgement is not available in a Minnesota administrative matter) in the MN CCH and the issuance of the MDNR Permit, (3) entry of Judgment of Dismissal with Prejudice in the Federal Case, and (4) entry of judgement of dismissal with prejudice in the pending appeal to the Eight Circuit Court of Appeals. The initial payment has been made in 2021. The balance of Forty Million Dollars ($40,000,000) will be paid as follows: (a) interest at the rate of two percent (2%) per annum shall accrue from December 31, 2020; (b) no actual payments shall be made until the first payment as set forth in subsection (c) is due, but in that interim between December 31, 2020, and the first payment date, interest does accrue at the 2% rate; and (c) thirty-three (33) equal annual payments sufficient to pay past accrued interest and all remaining principal and interest as it accrues shall be made with the first payment being made on the date of Substantial Completion of the Comprehensive Project or December 31, 2031, whichever event occurs first. As of December 31, 2021, the Authority has accrued $800,000 of interest payable on their settlement agreement.

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Governing Board
of the Metro Flood Diversion Authority
Fargo, North Dakota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Metro Flood Diversion Authority ("the Authority"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated June 27, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Responses as items 2021-001 and 2021-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. The Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Mankato, Minnesota
June 27, 2022

2021-001 Material Journal Entries
Material Weakness

Criteria – A good system of internal control contemplates an adequate system for recording and processing entries material to the financial statements.

Condition – During the course of our engagement, we proposed material audit adjustments to reclassify revenues and expenditures, which would not have been identified as a result of the Authority's existing internal controls, and therefore could have resulted in a material misstatement of the Authority's financial statements.

Cause – The Authority does not have an internal control system designed to identify all necessary adjustments.

Effect – This control deficiency could result in a material misstatement to the financial statements that would not be prevented or detected.

Recommendation – A thorough review and reconciliation of accounts in each fund should take place prior to the beginning of the audit. This review should be done at both the accounting staff and accounting supervisory levels.

View of Responsible Officials – Management of the Authority is in agreement with the finding.

2021-002 Preparation of Financial Statements
Material Weakness

Condition – The Authority does not have an internal control system designed to provide for the preparation of the financial statements being audited. As auditors, we were requested to draft the financial statements and accompanying notes to the financial statements. This included formulating the proposal of necessary adjusting journal entries to convert the fund financial statements in accordance with GASB Statement No. 34.

Criteria – A good system of internal accounting control contemplates an adequate system for recording and processing entries material to the financial statements.

Effect – This control deficiency could result in a misstatement to the financial statements that would not be prevented or detected.

Cause – The Authority does not have an internal control system designed to provide for the preparation of the financial statements being audited.

Recommendation – This circumstance is not unusual in a city of your size. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost or other considerations.

View of Responsible Officials – Due to cost constraints, the Authority will continue to have the auditor's draft the financial statements and accompanying notes to the financial statements.

METRO FLOOD DIVERSION AUTHORITY

Diversion Authority Board Meeting

AUGUST 25, 2022

Executive Director Report

Joel Paulsen

Happenings

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

TOP BILLING
Bison ranked No. 1 in preseason FCS poll, SPORTS
The Forum
OF FARGO-MOORHEAD
UNLOCK DIGITAL AT INFORUM.COM/ACTIVATE
WEDNESDAY, AUGUST 10, 2022
Local law enforcement agencies rely on police negotiators in violent mental health crises
BIG DIG BEGINS
Ceremony marks start of excavating F-M Flood Diversion channel

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION TO CHANGE THE MEETING FREQUENCY OF THE LAND MANAGEMENT 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, the Land Management Committee was created by Section 6.02 of the JPA; and

WHEREAS, to date, the Land Management Committee has been holding regular, monthly meetings; and

WHEREAS, the Diversion Authority Board has determined that, while not all of the property rights have been acquired, the policies for acquiring these property rights have largely been adopted; therefore, in accordance with Section 6.07 of the JPA, the Land Management Committee may suspend regular meetings and meet on an as-needed basis going forward; and

WHEREAS, the Diversion Authority Board has also concluded that the Chair of the Land Management Committee will be responsible for determining when to call a meeting of the Land Management Committee.

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

1. The Diversion Authority Board hereby suspends 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.

2. This Resolution shall take effect immediately upon adoption.

Dated: _____, 2022

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

_____
Chad Peterson, Chair

ATTEST:

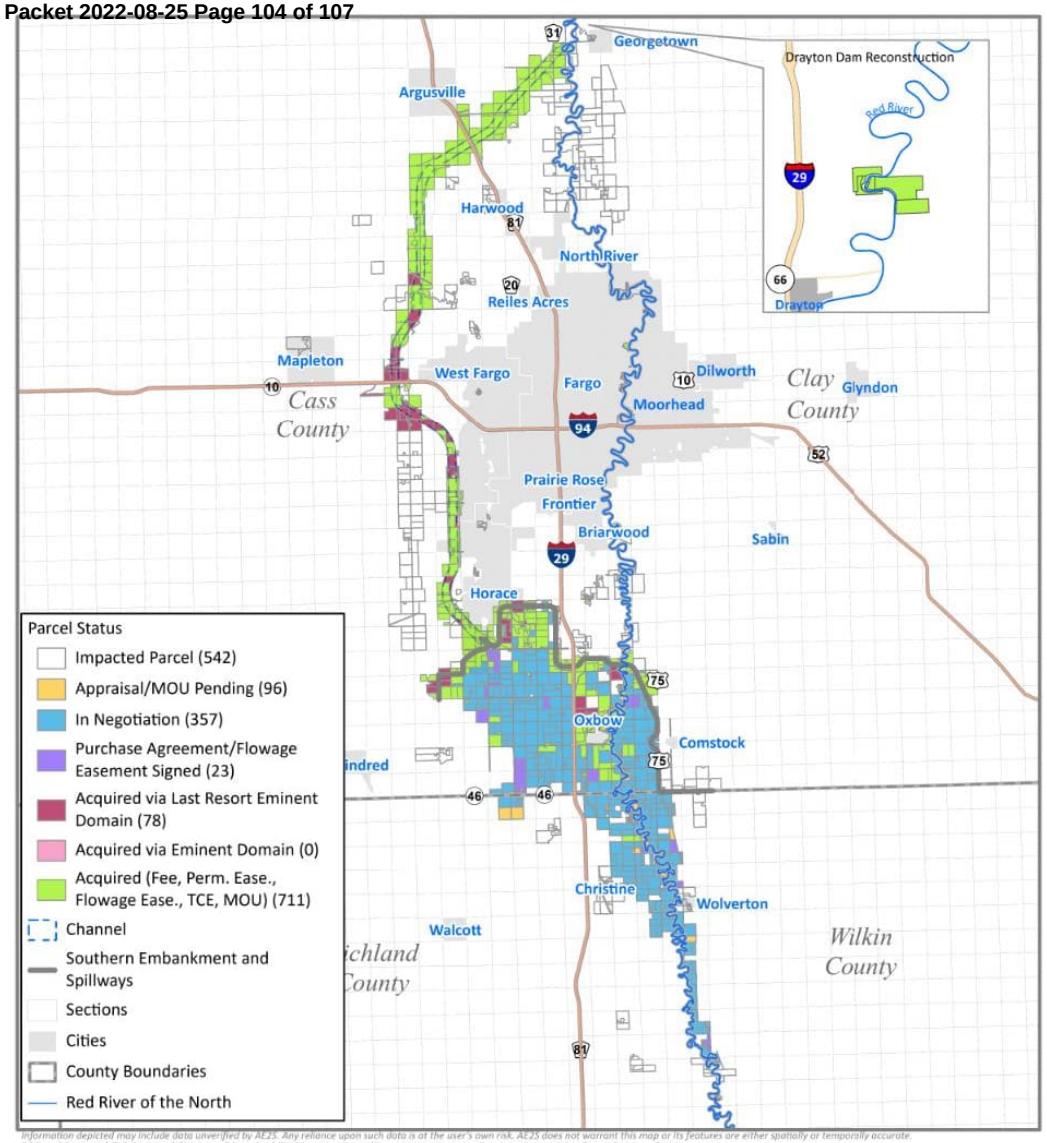
_____
Dawn Lindblom, Secretary

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.

METRO FLOOD DIVERSION AUTHORITY

Property Acquisition Status Report

August 15, 2022



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.

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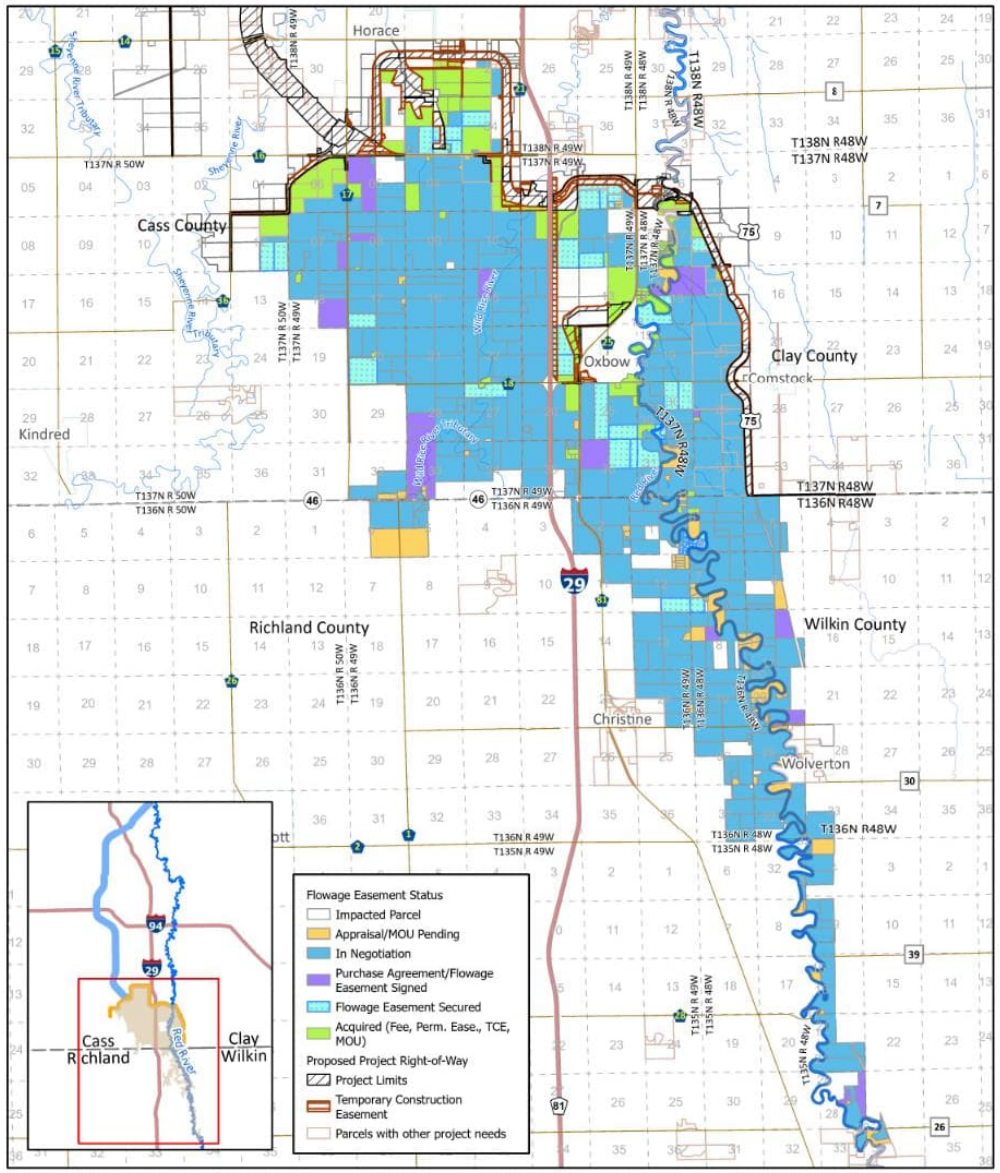
PROPERTY ACQUISITION STATUS REPORT

Date: 8/15/2022

METRO FLOOD DIVERSION AUTHORITY



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 cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx| Layout: UMA Status_Flowage Easement_8x11

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FLOWAGE EASEMENT ACQUISITION STATUS REPORT

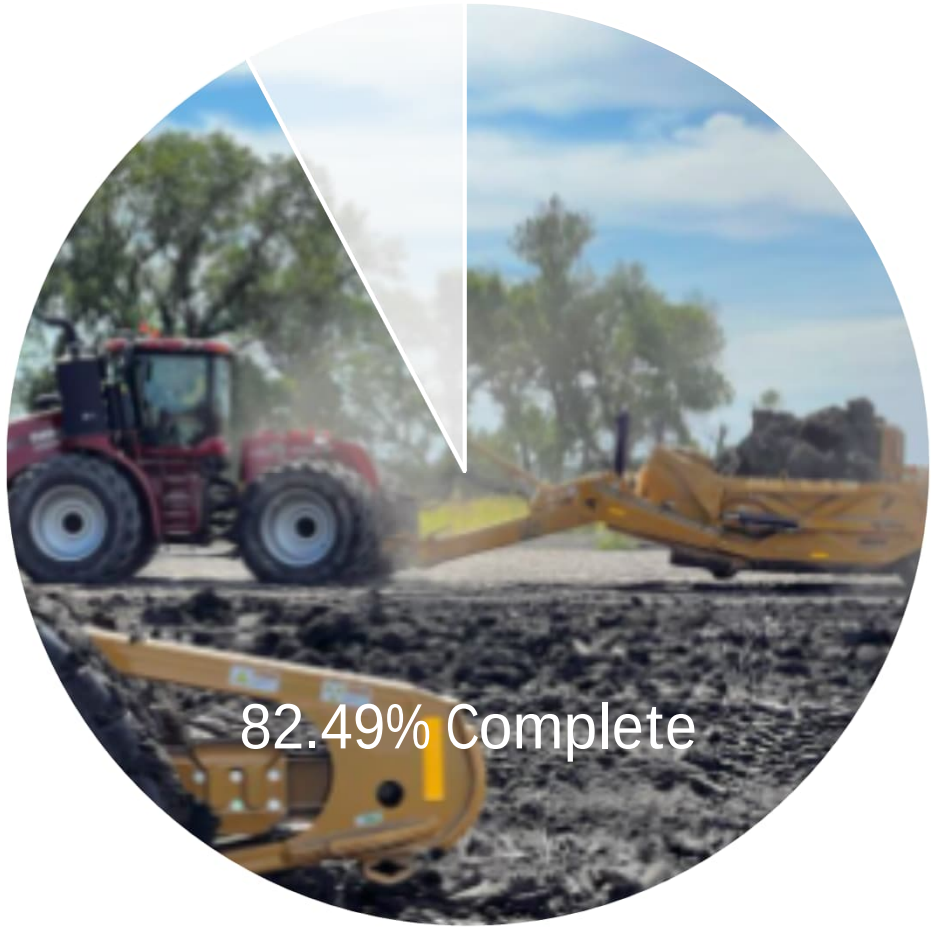
Date: 8/15/2022

METRO FLOOD DIVERSION AUTHORITY

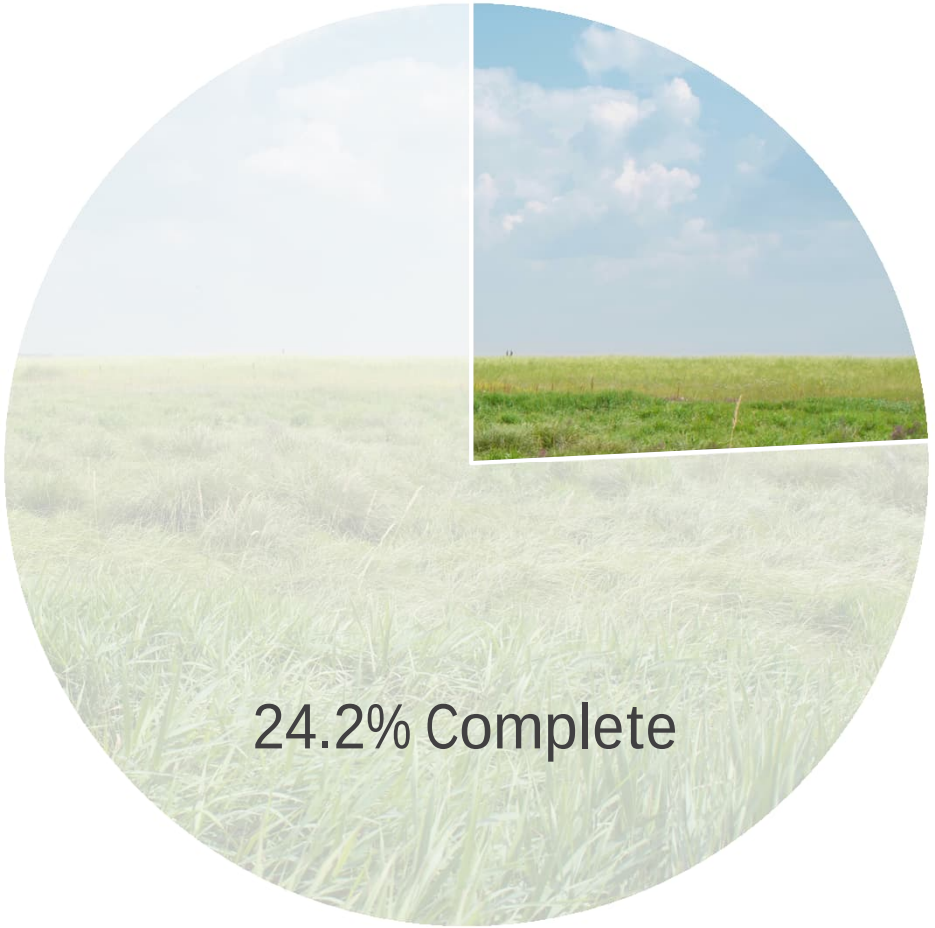
Property Acquisition Progress

METRO FLOOD DIVERSION AUTHORITY

Construction Footprint*



UMA Footprint**



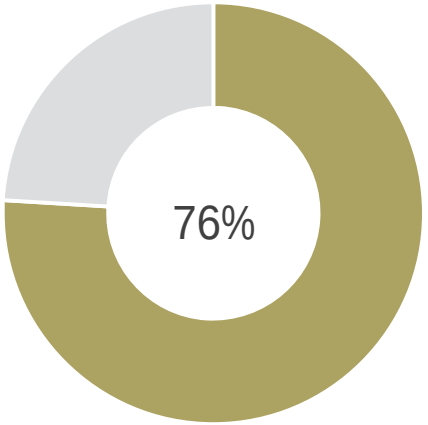
** Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton*

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

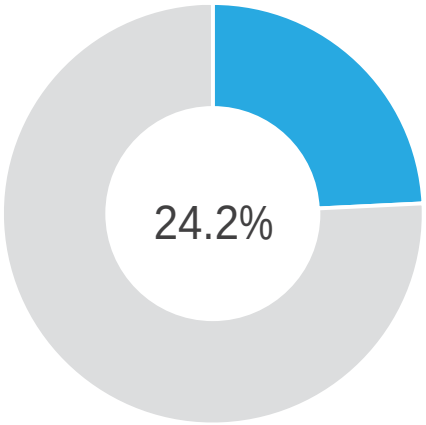
As of August 2022

Property Acquisition Progress by Location

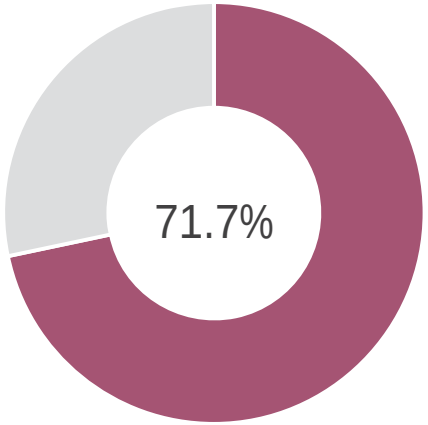
METRO FLOOD DIVERSION AUTHORITY



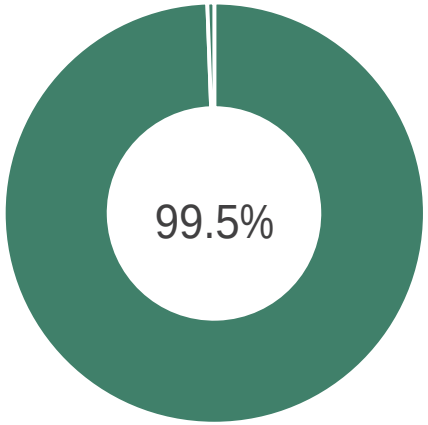
Southern Embankment & Associated Infrastructure



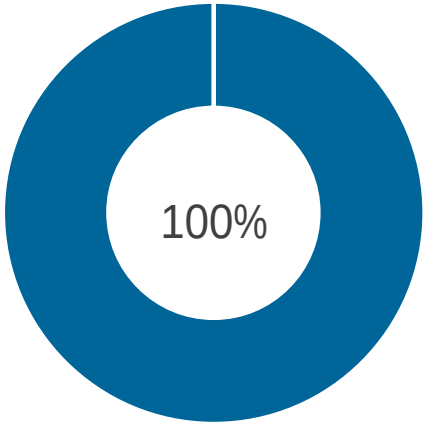
Upstream Mitigation Area



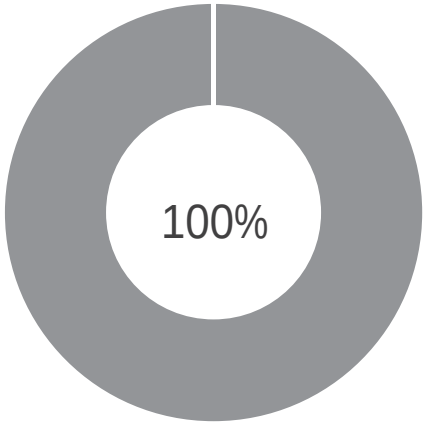
Environmental Monitoring Easements



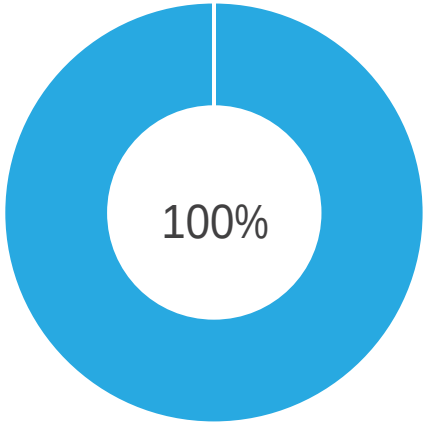
Stormwater Diversion Channel



Oxbow-Hickson-Bakke



MFDA-Constructed In-Town Levees



Drayton Dam Mitigation

As of August 2022

August Property Acquisition Status Report

METRO FLOOD DIVERSION AUTHORITY

Key Activities:

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