



Finance Committee Agenda

Diversion Authority Finance Committee

September 25, 2024 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from August 21, 2024
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 6)
5. Finance Report
[Attachment 01.00] (Pg. 36)
6. Cash Budget Report
[Attachment 02.00] (Pg. 59)
7. MOUs and Agreements
[Attachment 03.00] (Pg. 66)
 - a. Clay County 37-Foot MOU
[Attachment 03.01] (Pg. 68)
 - b. North Pleasant Cemetery Agreement
[Attachment 03.02] (Pg. 99)
8. DA Board Approval Contracting Actions
[Attachment 04.00] (Pg. 113)
 - a. AE2S – TO 1, Amendment 14
[Attachment 04.01] (Pg. 115)
 - b. JT Lawn Services – New Agreement for On-Call Snow Removal Services
[Attachment 04.02] (Pg. 119)
 - c. Minnkota Power Cooperative – Task Order 7, Amendment 0
[Attachment 04.03] (Pg. 121)
 - d. WP38C – TO24, Amendment 0 – OIN 9423, 9436 & 9440
[Attachment 04.04] (Pg. 123)

9. Other Business

- a. Cass County HR MOU Amendment 1
[Attachment 05.00] (Pg. 126)
- b. First Draft of the 2025 Cash Budget
[Attachment 06.00] (Pg. 232)

10. Next Meeting: October 23, 2024

11. 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](https://twitter.com/FMDiversion)



Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – August 21, 2024

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on August 21, 2024. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Shelly Carlson, Mayor, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; David Ebinger, Clay County Commissioner; Chad Peterson, Cass County Commissioner; Mike Redlinger, Administrator, City of Fargo; Tony Grindberg, Cass County Commissioner and Brandy Madrigga, Cass County Finance Director.

Member(s) absent: Mike Rietz, Assistant City Manager, City of Moorhead.

1. CALL TO ORDER

Mayor Dardis called the meeting to order at 4:00 PM. Roll call was taken, and a quorum was present.

2. APPROVE MINUTES FROM THE JULY 2024 MEETING

MOTION PASSED

Mr. Peterson moved to approve the minutes from the July 2024 meeting and Mr. Steen seconded the motion. On a voice vote, the motion carried.

3. APPROVE ORDER OF THE AGENDA

MOTION PASSED

Mr. Piepkorn moved to approve the order of the agenda and Mr. Peterson seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through August 15, 2024, total \$4,472,881, and are payable to the usual vendors, with CCJWRD being the largest at \$1,997,822, and Clay County being the second largest at \$1,336,203.

MOTION PASSED

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

5. FINANCIAL REPORT

Ms. Thompson reported that the total assets for the project fund as of July 31, 2024, are \$280,511,251; the budget fund total is \$430,321, and the asset grand total is \$280,941,572. Liabilities total \$18,135,028 for a total net position of \$262,806,544.

Ms. Thompson reported that MFDA cash is invested daily in government grade money market sweep accounts with Wells Fargo and is currently making 5.1% in interest. There is also a small portion of cash in longer term government grade securities with PFM.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Barthel noted that the financing proceeds line item on the annual revenue status chart tracks the interest earned from investments as Ms. Thompson addressed in her report and is not delineated in the MFDA cash position. Revenues received for the month totaled \$5,274,000, and the YTD total is \$96,959,000.

The overall status continues to track well. There has been a jump in expenses in lands due to the closing of several large properties in May and June in the UMA. Mr. Barthel also reported that a coding review of the land expenses will be conducted to ensure that all the expenses have been coded to the appropriate cost centers. The operations budget continues to track in salary and benefits and office and other categories are also in alignment.

7. MOUs AND AGREEMENTS

Mr. Shockley provided an overview and summary of the following MURA:

a. Comstock Lutheran Church & MFDA Clara Cemetery Agreement

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

MOTION PASSED

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

8. DA BOARD APPROVAL CONTRACTING ACTION

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

Task Order 12, Amendment 0 – Utility Relocation – Cass Rural Water Users District - \$709,916.

This is a new task order to install 2.5 miles of 16-inch watermain to connect the CRWUD system to the City of Fargo water system. This connection was agreed upon as part of the Master Utility Relocation Agreement (MURA) between the Authority and CRWUD.

MOTION PASSED

Mayor Mahoney moved to approve the contracting action as presented and Ms. Thompson seconded the motion. On a roll call vote, the motion carried.

9. OTHER BUSINESS

a. Resolution Authorizing Exchange of Temporary P3 Improvement Warrants (Authority)

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

MOTION PASSED

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

b. Co-Executive Director's Interim Compensation

Mr. Peterson and Mr. Grindberg addressed the workload that Mr. Wilson and Mr. Redlinger have taken on with the departure of the executive director and recommended additional compensation. Mr. Peterson and Mr. Grindberg proposed to compensate the co-executive directors a flat rate based on the average of their respective hourly rates, assuming that the additional workload is consuming 20% of their time, monthly, retroactive to June 1, 2024, until the position is filled.

MOTION PASSED

Mayor Mahoney moved to approve the interim compensation for the co-executive directors and Mayor Carlson seconded the motion. On a roll call vote, with Mr. Redlinger abstaining, the motion carried.

c. Minnesota Funding Update

Mayor Carlson provided an update on the funding that the State of Minnesota and City of Moorhead have contributed to the Project. To date, Minnesota has contributed \$124,000,000. Mayor Carlson also indicated that per the JPA it states that the Minnesota partners are not to exceed \$100,000,000, in funding (2015 dollars), which equates to \$133,000,000 (2024 dollars).

10. NEXT MEETING

The next meeting will be September 25, 2024.

11. ADJOURNMENT

The meeting adjourned at 4:42 PM.

Finance Committee Bills from September 2024

| Vendor | Description | | |
|---|---|----|---------------------|
| Cass County Joint Water Resource District | Diversion bills – Request #124 CCJWRD | \$ | 3,716,031.20 |
| City of Fargo | Reimburse complementary in-town flood projects | \$ | 3,343,740.23 |
| Clay County | Diversion bills – Request #45 MCCJPA | \$ | 1,031,659.92 |
| Buffalo-Red River Watershed District | BRRWD – City of Wolverton Project – Houston Engineering | \$ | 179,698.40 |
| Dorsey & Whitney | Legal services rendered through August 31, 2024 | \$ | 161,474.70 |
| Ohnstad Twichell, P.C. | Legal services rendered through August 21, 2024 | \$ | 143,971.00 |
| Ankura Consulting | Consultant services rendered through August 31, 2024 | \$ | 96,442.50 |
| Buffalo-Red River Watershed District | BRRWD – City of Georgetown Project – Houston Engineering | \$ | 61,346.99 |
| Dorsey & Whitney | Legal services rendered through August 31, 2024 | \$ | 52,214.50 |
| MLGC | Reimburse utility fiber optic relocation costs | \$ | 31,558.41 |
| Cass Rural Water | Reimburse engineering and legal services related to MOU | \$ | 13,957.75 |
| Cass County | Reimburse misc expenses from Diversion Authority office | \$ | 11,310.26 |
| Karen Klein Mediation | Mediation services Paulsen v. Metro Flood Diversion Authority | \$ | 10,927.86 |
| FTI Consulting | Consultant services rendered through July 31, 2024 | \$ | 3,024.00 |
| Southeast Cass Water Resource District | Reimburse engineering services related to MOU | \$ | 2,919.25 |
| Total Bills Received through September 18, 2024 | | \$ | <u>8,860,276.97</u> |



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

September 5, 2024

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

Rodger Olson
Chairman
Leonard, North
Dakota

Greetings:

Ken Lougheed
Manager
Gardner, North Dakota

RE: Metro Flood Diversion Project

Keith Weston
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$3,716,031.20 regarding the above referenced project.

Jacob Gust
Manager
Fargo, North Dakota

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

Rick Steen
Manager
Fargo, North Dakota

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

Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

Leilei Bao

**Leilei Bao
Treasurer**

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

Enclosures

| METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES | | | | | | | 9/5/2024 |
|---|--------------|-------------|--------------------|---------------------|----------------------------------|---|----------|
| Invoice Paid | Invoice Date | Invoice No. | Project No. | Amount | Vendor | Description | |
| 8/16/2024 | 8/1/2024 | 197688 | 130007 | 14,175.77 | Ohnstad Twichell, PC | Diversion Right of Way Acquisition | |
| 8/16/2024 | 8/1/2024 | 197689 | 160007 | 517.00 | Ohnstad Twichell, PC | Diversion Authority Agreement - Darins | |
| 8/16/2024 | 8/1/2024 | 197690 | 160007 | 464.50 | Ohnstad Twichell, PC | Channel Phase I | |
| 8/16/2024 | 8/1/2024 | 197691 | 160007 | 2,229.00 | Ohnstad Twichell, PC | Channel Phase II | |
| 8/16/2024 | 8/1/2024 | 197692 | 160007 | 4,999.50 | Ohnstad Twichell, PC | Channel Phase III | |
| 8/16/2024 | 8/1/2024 | 197693 | 170007 | 31,314.30 | Ohnstad Twichell, PC | Upstream Mitigation Area | |
| 8/16/2024 | 8/1/2024 | 197694 | 187007 | 1,690.00 | Ohnstad Twichell, PC | Diversion - Southern Embankment | |
| 8/16/2024 | 8/1/2024 | 197695 | 197007 | 90.00 | Ohnstad Twichell, PC | Western Tie Back | |
| 8/16/2024 | 8/1/2024 | 197696 | 207007 | 399.50 | Ohnstad Twichell, PC | Wetland Mitigation Drain 27 | |
| 8/16/2024 | 8/1/2024 | 197697 | 237007 | 487.50 | Ohnstad Twichell, PC | FM Diversion -MLGC Dispute | |
| 8/16/2024 | 8/1/2024 | 197699 | 247007 | 71.50 | Ohnstad Twichell, PC | FM-Diversion - Sheyenne Benching Project | |
| 8/28/2024 | 8/19/2024 | 197977 | 187007 | 1,521.00 | Ohnstad Twichell, PC | BIO/GEO Easements | |
| 8/28/2024 | 8/19/2024 | 197978 | 207007 | 2,289.00 | Ohnstad Twichell, PC | Larry A. Bandt Revocable Living Truct (OIN 9348) Quick Take Eliment Domain Action | |
| 8/28/2024 | 8/19/2024 | 197979 | 207007 | 3,418.00 | Ohnstad Twichell, PC | Orten B Brodshaug RLT Agreement dated 12/28/11 (OIN 5008 1930 1932 1940 1941 8417 8518) Quick Take | |
| 8/28/2024 | 8/19/2024 | 197980 | 227007 | 228.50 | Ohnstad Twichell, PC | Varriano, John & Cynthia (OIN 1130) Eminent | |
| 8/28/2024 | 8/19/2024 | 197981 | 237007 | 325.00 | Ohnstad Twichell, PC | Eleanor Brandt Trust (OIN 1922 1927) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197982 | 237007 | 925.00 | Ohnstad Twichell, PC | Norberg, Cindy (OIN 5023) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197983 | 237007 | 122.50 | Ohnstad Twichell, PC | Rick Bellemare & Ronald Bellemare (OIN 1080,1081) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197984 | 237007 | 422.50 | Ohnstad Twichell, PC | Christenson, Brendan and Daniel (OIN 7002) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197985 | 237007 | 422.50 | Ohnstad Twichell, PC | Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197986 | 237007 | 29,097.00 | Ohnstad Twichell, PC | 2023 Consolidated ED Actions | |
| 8/28/2024 | 8/19/2024 | 197987 | 237007 | 97.50 | Ohnstad Twichell, PC | Richard, George & Sharon/Richard, Leo & Shirley (OINS 1903 et al.) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197988 | 247007 | 292.50 | Ohnstad Twichell, PC | Compson, Terry Eminent Domain | |
| 8/28/2024 | 8/19/2024 | 197989 | 247007 | 1,495.00 | Ohnstad Twichell, PC | AALand Law Open Records Requests | |
| 8/28/2024 | 8/19/2024 | 197990 | 247007 | 473.50 | Ohnstad Twichell, PC | Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197991 | 247007 | 148.50 | Ohnstad Twichell, PC | Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action | |
| 8/28/2024 | 8/19/2024 | 197992 | 247007 | 246.00 | Ohnstad Twichell, PC | Luecke, John (Leonard) & Kathleen J. (OIN 2046, 2047, 2183) Eminent Domain Action | |
| 8/16/2024 | 8/2/2024 | 842875 | 38810.00012 | 592.50 | Larkin Hoffman | Hanson Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842873 | 38810.00004 | 7,879.50 | Larkin Hoffman | Richalrd/Cass Cos./Applications for Permit to Enter Land | |
| 8/16/2024 | 8/2/2024 | 842879 | 38810.00028 | 12,976.00 | Larkin Hoffman | Alm, Melvin (John) and Ricky Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842882 | 38810.00059 | 618.75 | Larkin Hoffman | Michael and Darla Rufer | |
| 8/16/2024 | 8/2/2024 | 842878 | 38810.00026 | 829.50 | Larkin Hoffman | Patrick, Chad E. Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842877 | 38810.00022 | 2,800.62 | Larkin Hoffman | Nelson Trusts (Curtis and Ellen, Trustees) Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842881 | 38810.00030 | 158.00 | Larkin Hoffman | HAJ Johnson Farm Properties LLLP and Johnson, Bruce/Diane Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842880 | 38810.00029 | 592.50 | Larkin Hoffman | Christianson, Charlie/Shirley/Douglas.Darlene Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842876 | 38810.00013 | 829.50 | Larkin Hoffman | Berg Flowage Easement Acquisition | |
| 8/16/2024 | 8/2/2024 | 842874 | 38810.00007 | 158.00 | Larkin Hoffman | v. Daniel Flaten | |
| 8/28/2024 | 8/13/2024 | 39863 | 19706 | 1,101.25 | Moore Engineering, Inc. | Task 2-Development of Design Guidance for P3 RFP Technical Requirements | |
| 8/23/2024 | 8/23/2024 | 275735 | | 576,359.22 | The Title Company | Buyer's Settlement (OIN 9347) Property Purchase of KLF | |
| 8/23/2024 | 8/23/2024 | 275984 | | 2,200,624.27 | The Title Company | Buyer's Settlement (OIN 1914) Property Purchase of Richard | |
| 8/23/2024 | 8/23/2024 | 275825 | | 637,019.93 | The Title Company | Buyer's Settlement (OIN 9404) Property Purchase of Campbell | |
| 8/28/2024 | 8/22/2024 | | | 23,985.00 | 6G Farms | Non-Residential Actual Move Payment Claim 6G Farms (OIN 1087, 1093, 1095) | |
| 8/28/2024 | 8/22/2024 | | | 50,000.00 | JDC Tree Farm Inc. | Non-Residential Re-establshment Costs Claim (OIN 1893) JDC Babe's Reimbursement Request | |
| 8/28/2024 | 8/22/2024 | | | 50,000.00 | BJM Land Inc. | Non-Residential Re-establshment Costs Claim (OIN 9993) BJM Land, Inc. | |
| 8/23/2024 | 8/22/2024 | | | 13,007.72 | Cindy Norberg | Moving Costs - Relocation (OIN 5023) | |
| 8/9/2024 | 8/1/2024 | 177973 | | 90.00 | Midwest Pest Control Inc | 4981 Klitzke Fr. Horace, ND 58047 ND Rodents - CCJW | |
| 8/9/2024 | 7/29/2024 | 54612 | | 350.00 | Schmidt & Sons, Inc. | Pickup and disposal of tires (OIN 2185) | |
| 8/9/2024 | 8/1/2024 | 301560 | | 219.70 | Curt's Lock and Key Srevice | Madeline Daudt - Passage Set, Entrance Lock, Rekey Cylinder, Rekey Existing Deadbolt, Installed 2 Knobs | |
| 8/9/2024 | 8/14/2024 | | | 49.11 | Cass County Electric Cooperative | Location 140-300-0510 Address 5251 174 1/2 Ave Se | |
| 8/30/2024 | 8/14/2024 | | | 147.72 | Cass County Electric Cooperative | Location 106-330-0780 Address 12004 57 ST S | |
| 8/30/2024 | 8/14/2024 | | | 25.74 | Cass County Electric Cooperative | Location 139-070-0150 Address 4945 170 AV SE | |
| 8/30/2024 | 5/31/2024 | 3550 | 3775 | 19,279.20 | ProSource | Fargo-Moorhead Area Flood Diversion Project: Task Order No.3 | |
| 8/9/2024 | 7/15/2024 | ARIV1037967 | R12.00049 | 324.00 | Ulteig Operations LLC | R12.00049.003.00 Comdemnation ROW | |
| 8/28/2024 | 8/7/2024 | 1200643871 | | 17,950.90 | HDR Engineering Inc. | CCJWRD TO2 Propoerty Acquisition Services | |
| 8/23/2024 | 8/7/2024 | 271499B | 271499B | 100.00 | The Title Company | Kent and Berince Westby Draws #1 & 2 | |
| | | | Total | 3,716,031.20 | | | |
| | | | Grand Total | 3,716,031.20 | | | |



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

September 10, 2024

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request #³⁶~~35~~ for reimbursement invoices paid totaling \$3,343,740.23. These costs are for work on complementary in-town flood protection projects for costs paid in August 2024.

Project Narrative, this request:

| Project Number | Project Description | Amount |
|---------------------------------|---|-----------------------|
| BR24C1 | WM Rep St RCN | 21,462.56 |
| FM15F | Harwood, Hackberry, & River Drive - Flood Risk | 13,112.93 |
| FM15J | Belmont Flood Risk Management Project | 27,660.89 |
| FM21A | Red River Erosion Protection & Bank Stabilization | 182,253.40 |
| FM24A | South University Wall Rep | 1,185,635.72 |
| NR23A | Storm Lift Rehab - #27 & 38 | 640,247.37 |
| NR24B | Storm Lift Rehab - #11 & 57 | 1,273,367.36 |
| Total Expense for Period | | \$3,343,740.23 |

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

Sincerely,

Susan Thompson
 Director of Finance, City of Fargo

City of Fargo, North Dakota
 Schedule of Complementary In-Town Flood Protection Costs
 August 1, 2024 - August 31, 2024

| Project Number | AP Project Description | Account Number | Description | AP Transaction Amount | Payment Number | AP Invoice Number | Payment Date | Vendor Name | AP Accounting Period Month | AP Accounting Period Year | Bookmarked Invoice |
|----------------------------|----------------------------|----------------|---------------------------|-----------------------|----------------|-------------------|--------------|----------------------------|----------------------------|---------------------------|--------------------|
| BR24C1 | WM REP ST RCN-woodrest | 4600000206200 | Retainage and Retainage R | -1,195.00 | 337893 | BR24C1 #8 003 | 08/08/2024 | MASTER CONSTRUCTION CO INC | 8 | 2024 | 2 |
| 460-3530-206.20-00 - Total | WM REP ST RCN-woodrest | 4600000206200 | Retainage and Retainage R | -1,242.44 | 338190 | BR24C1 #8 018 | 08/22/2024 | MASTER CONSTRUCTION CO INC | 8 | 2024 | 8 |
| BR24C1 | WM REP ST RCN-woodrest | 46035305107361 | Miscellaneous | 1,250.00 | 337893 | BR24C1 #8 014 | 08/08/2024 | MASTER CONSTRUCTION CO INC | 8 | 2024 | 2 |
| 460-3530-510.73-61 - Total | WM REP ST RCN-woodrest | 46035305107361 | Miscellaneous | 1,250.00 | 337893 | BR24C1 #8 013 | 08/08/2024 | MASTER CONSTRUCTION CO INC | 8 | 2024 | 2 |
| BR24C1 - Total | | | | 21,442.54 | | | | | | | |
| FM15F3 | FLOOD RISK-Harved Hack Rvr | 4600000206200 | Retainage and Retainage R | 7,832.64 | 338321 | FM15F3 #2 045 | 08/29/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 9 |
| 460-3530-206.20-00 - Total | FLOOD RISK-Harved Hack Rvr | 46035305107366 | Flood Mitigation | 7,832.64 | 338321 | FM15F3 #2 001 | 08/29/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 9 |
| 460-3530-510.73-66 - Total | FLOOD RISK-Harved Hack Rvr | 46035305107369 | Flood Mitigation | 1,264.29 | 338321 | FM15F3 #2 002 | 08/29/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 9 |
| FM15F3 - Total | | | | 1,384.23 | | | | | | | |
| FM15J5 | FLOOD MIT-Belmont Pk/Inh | 46035305103305 | FEMA LOCAL SHARE | 1,516.68 | ES08240002 | ES08240002 | 08/13/2024 | City of Fargo | 8 | 2024 | 11 |
| 460-3530-510.33-05 - Total | FLOOD MIT-Belmont Pk/Inh | 46035305107362 | FEMA LOCAL SHARE | 1,516.68 | ES08240002 | ES08240002 | 08/13/2024 | City of Fargo | 8 | 2024 | 11 |
| 460-3530-510.73-62 - Total | | | | 25,680.00 | | | | | | | |
| FM15J5 - Total | | | | 25,680.00 | | | | | | | |
| FM15J6 | FLOOD MIT-Belmont Park | 46035305103332 | FLOOD MTYGATION | 464.21 | 338103 | 13448 03-12 | 08/19/2024 | SRF CONSULTING GROUP, INC | 8 | 2024 | 4 |
| 460-3530-510.33-32 - Total | | | | 464.21 | | | | | | | |
| FM15J6 - Total | | | | 464.21 | | | | | | | |
| FM21A0 | FLOOD MIT-RR Erosion Sluiv | 46035305103305 | RED RIVER EROSION PROTECT | 4,993.90 | 338169 | 72213 | 08/22/2024 | HOUSTON ENGINEERING INC | 8 | 2024 | 6 |
| 460-3530-510.33-05 - Total | | | | 4,993.90 | | | | | | | |
| FM21A0 - Total | | | | 4,993.90 | | | | | | | |
| FM21A2 | FLOOD MIT-RR Erosion Sluiv | 4600000206200 | Retainage and Retainage R | -9,329.44 | 338157 | FM21A2 #5 008 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-206.20-00 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107356 | Paving | -9,329.44 | 338157 | FM21A2 #5 013 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-56 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107358 | Change Order 2 | 1,865.04 | 338157 | FM21A2 #5 001 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-58 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107359 | Change Order 2 | 5,200.00 | 338157 | FM21A2 #5 002 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-59 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107359 | Change Order 2 | 4,895.00 | 338157 | FM21A2 #5 003 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-59 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107359 | Paving | 51,447.50 | 338157 | FM21A2 #5 012 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-59 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107360 | Change Order 2 | 4,103.15 | 338157 | FM21A2 #5 004 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-60 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107360 | Miscellaneous | 15,121.70 | 338157 | FM21A2 #5 011 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-61 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107361 | Miscellaneous | 7,377.75 | 338157 | FM21A2 #5 010 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-61 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107366 | Change Order 2 | 8,362.00 | 338157 | FM21A2 #5 002 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-66 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107366 | Grading | 11,710.80 | 338157 | FM21A2 #5 006 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-66 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107366 | Miscellaneous | 30,068.50 | 338157 | FM21A2 #5 008 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-66 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107368 | Paving | 60,191.30 | 338157 | FM21A2 #5 007 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-68 - Total | FLOOD MIT-RR Erosion Sluiv | 46035305107369 | Miscellaneous | 11,925.00 | 338157 | FM21A2 #5 009 | 08/22/2024 | EXCAVATING INC - FARGO | 8 | 2024 | 5 |
| 460-3530-510.73-69 - Total | | | | 11,925.00 | | | | | | | |
| FM21A2 - Total | | | | 177,259.90 | | | | | | | |
| FM24A1 | FLOOD MIT-S Univ wall rep | 4600000206200 | Retainage and Retainage R | -20,144.45 | 338050 | FM24A1 #3 047 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-206.20-00 - Total | FLOOD MIT-S Univ wall rep | 4600000206200 | Retainage and Retainage R | -42,287.43 | 338343 | FM24A1 #4 051 | 08/29/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 10 |
| 460-3530-206.20-00 - Total | FLOOD MIT-S Univ wall rep | 46035305107320 | Structural | 473,750.60 | 338343 | FM24A1 #4 033 | 08/29/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 10 |
| 460-3530-510.73-20 - Total | FLOOD MIT-S Univ wall rep | 46035305107358 | Structural | 50,844.00 | 338050 | FM24A1 #3 001 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-510.73-58 - Total | FLOOD MIT-S Univ wall rep | 46035305107359 | Structural | 369,748.00 | 338343 | FM24A1 #4 031 | 08/29/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 10 |
| 460-3530-510.73-58 - Total | FLOOD MIT-S Univ wall rep | 46035305107359 | Structural | 1,650.00 | 338050 | FM24A1 #3 003 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-510.73-59 - Total | FLOOD MIT-S Univ wall rep | 46035305107359 | Structural | 1,650.00 | 338343 | FM24A1 #4 032 | 08/29/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 10 |
| 460-3530-510.73-59 - Total | FLOOD MIT-S Univ wall rep | 46035305107362 | Waterman | 11,250.00 | 338050 | FM24A1 #3 004 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-510.73-62 - Total | FLOOD MIT-S Univ wall rep | 46035305107366 | Earthwork | 22,500.00 | 338050 | FM24A1 #3 002 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-510.73-66 - Total | FLOOD MIT-S Univ wall rep | 46035305107369 | Erosion Control | 8,045.00 | 338050 | FM24A1 #3 005 | 08/15/2024 | INDUSTRIAL BUILDERS INC | 8 | 2024 | 3 |
| 460-3530-510.73-69 - Total | | | | 8,045.00 | | | | | | | |
| FM24A1 - Total | | | | 1,168,638.72 | | | | | | | |
| NR23A2 | STRM LFT RHAB DR 27 / 38 S | 4600000206200 | Retainage and Retainage R | -33,697.23 | 337878 | NR23A2 #7 051 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-206.20-00 - Total | STRM LFT RHAB DR 27 / 38 S | 46035305107358 | Lift Station 448 | 265,750.00 | 337878 | NR23A2 #7 003 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-510.73-68 - Total | STRM LFT RHAB DR 27 / 38 S | 46035305107358 | Storm Sewer | 374,100.00 | 337878 | NR23A2 #7 004 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-510.73-68 - Total | STRM LFT RHAB DR 27 / 38 S | 46035305107361 | Miscellaneous | 22,000.00 | 337878 | NR23A2 #7 007 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-510.73-61 - Total | STRM LFT RHAB DR 27 / 38 S | 46035305107366 | Miscellaneous | 4,500.00 | 337878 | NR23A2 #7 005 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-510.73-66 - Total | STRM LFT RHAB DR 27 / 38 S | 46035305107369 | Miscellaneous | 6,594.60 | 337878 | NR23A2 #7 006 | 08/08/2024 | KEY CONTRACTING INC | 8 | 2024 | 1 |
| 460-3530-510.73-69 - Total | | | | 6,594.60 | | | | | | | |
| NR23A2 - Total | | | | 640,958.00 | | | | | | | |
| NR24B2 | STRM LFT RHAB-#11 & 57 | 4600000206200 | Retainage and Retainage R | -32,256.49 | 338177 | NR24B2 #2 069 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-206.20-00 - Total | STRM LFT RHAB-#11 & 57 | 4600000206200 | Retainage and Retainage R | -34,762.85 | 338177 | NR24B2 #2 068 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-206.20-00 - Total | STRM LFT RHAB-#11 & 57 | 46035305107358 | Storm Sewer | 580,004.80 | 338177 | NR24B2 #2 015 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-58 - Total | STRM LFT RHAB-#11 & 57 | 46035305107358 | Storm Sewer | 690,006.90 | 338177 | NR24B2 #2 019 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-58 - Total | STRM LFT RHAB-#11 & 57 | 46035305107359 | Paving | 13,200.00 | 338177 | NR24B2 #2 014 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-59 - Total | STRM LFT RHAB-#11 & 57 | 46035305107361 | Miscellaneous | 4,125.00 | 338177 | NR24B2 #2 018 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-61 - Total | STRM LFT RHAB-#11 & 57 | 46035305107362 | Water Man | 51,925.00 | 338177 | NR24B2 #2 016 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-62 - Total | STRM LFT RHAB-#11 & 57 | 46035305107369 | Miscellaneous | 1,125.00 | 338177 | NR24B2 #2 017 | 08/22/2024 | KEY CONTRACTING INC | 8 | 2024 | 7 |
| 460-3530-510.73-69 - Total | | | | 1,125.00 | | | | | | | |
| NR24B2 - Total | | | | 1,213,367.35 | | | | | | | |
| Overall - Total | | | | 3,343,748.23 | | | | | | | |



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

September 16, 2024
Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

RE: Metro Flood Diversion Project

Greetings:

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

| | |
|-----------------------|----------------|
| Metro Flood Diversion | \$1,031,659.92 |
|-----------------------|----------------|

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

| FM Diversion MCCJPA invoices | | | | | Processed | | | |
|---------------------------------|--------------|--|----------------|-------------|---------------|-----------|---------|---------------|
| Vendor | Invoice Date | Invoice Description | Invoice Amount | Invoice # | Date Approved | Date Paid | Check # | Reimb Request |
| Crown Appraisals, Inc. | 7/31/24 | oin 1321,1325,8799 hanson flowage easement | \$10,000.00 | 5085 | 8/21/24 | 9/4/24 | 120762 | 9/16/2024 |
| Crown Appraisals, Inc. | 6/30/24 | oin 8791,8792,9798,8802 nelson flowage easem | \$12,500.00 | 5079 | 8/21/24 | 9/4/24 | 120762 | 9/16/2024 |
| DKJ Appraisal LLC | 8/15/24 | review appraisal work | \$4,343.75 | 2024-009 | 8/26/24 | 9/4/24 | 120766 | 9/16/2024 |
| Larkin Hoffman | 8/2/24 | prof svcs thru 7/31/24 | \$1,856.50 | 842888 | 8/12/24 | 8/28/24 | 120680 | 9/16/2024 |
| Larkin Hoffman | 8/2/24 | Prof svcs thru 7/31/24 | \$96.00 | 842890 | 9/2/24 | 9/11/24 | 120881 | 9/16/2024 |
| Lies, Bullis & Hatting Law Firm | | oin 1305 | \$25,000.00 | | | 8/28/24 | 907349 | 9/16/2024 |
| Michelle Mortenson | 8/29/24 | oin 1305 replacement housing claim | \$25,000.00 | | 8/23/24 | 9/4/24 | 120794 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | Upstream mitigation | \$35,132.05 | 197736 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | Southern embankment | \$4,832.50 | 197737 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | general 2024 | \$1,682.40 | 197740 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | eminent domain clay | \$2,697.10 | 197738 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | eminent domain wilkin | \$3,700.00 | 197739 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/5/24 | aaland data practices request | \$747.50 | 197741 | 8/7/24 | 8/14/24 | 566318 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | Upstream mitigation | \$31,555.17 | 198112 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | Southern embankment | \$4,422.50 | 198107 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | general 2024 | \$3,971.30 | 198110 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | eminent domain clay | \$11,732.10 | 198108 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | eminent domain wilkin | \$4,443.42 | 198109 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| Ohnstad Twichell | 8/28/24 | aaland data practices request | \$2,668.78 | 198111 | 9/2/24 | 9/11/24 | 566692 | 9/16/2024 |
| ProSource Technologies | 8/13/24 | prof svcs thru 8/3/24 | \$14,613.39 | 3882 | 8/26/24 | 9/4/24 | 566692 | 9/16/2024 |
| Red River Valley Coop | 8/2/24 | svc 3348 180th ave s | \$52.88 | | 8/12/24 | 8/28/24 | 566533 | 9/16/2024 |
| Red River Valley Coop | 8/2/24 | svc 13689 3rd st s | \$55.16 | | 8/12/24 | 8/28/24 | 566533 | 9/16/2024 |
| Rinke-Noonan Law Firm | | prof svcs oin 1678,1842,1876 | \$2,299.00 | 375504 | | 8/14/24 | 120491 | 9/16/2024 |
| SRF Consulting Group | 7/31/24 | prof svcs thru 7/31/24 | \$16,203.65 | 13820.00-46 | 8/21/24 | 9/4/24 | 566627 | 9/16/2024 |
| The Hawley Herald | 7/15/24 | jp meeting | \$36.00 | 5514 | 8/15/24 | 8/28/24 | 566542 | 9/16/2024 |
| The Title Co. | 8/6/24 | flowage easement kragerud oin 1252 | \$802,298.77 | | 8/6/24 | 8/6/24 | 907331 | 9/16/2024 |
| The Title Co. | | oin 9170, 251x dahlstrom | \$9,500.00 | | | 8/16/24 | 907339 | 9/16/2024 |
| The Title Co. | 8/15/24 | escrow & e-record easement | \$220.00 | 274870 | 9/2/24 | 9/11/24 | 120906 | 9/16/2024 |

\$1,031,659.92



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

Invoice # 1039

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 - April 28, 2024-Sept. 9, 2024

| Name | Description | Hours | Rate | Invoice # | Total Amount |
|--------------------------|--|-------|------|-----------|---------------|
| Buffalo-Red River WD | Project Coordination: 04/21/2024-05/04/2024 | | | 332 | \$ 54.37 |
| Buffalo-Red River WD | Project Coordination: 05/05/2024-05/18/2024 | | | 333 | \$ 1,004.89 |
| Buffalo-Red River WD | Project Coordination: 05/19/2024-06/01/2024 | | | 334 | \$ 481.77 |
| Houston Engineering Inc. | Professional Services: 04/28/2024-05/25/2024 | | | 71026 | \$ 47,321.52 |
| Buffalo-Red River WD | Project Coordination: 06/02/2024-06/15/2024 | | | 335 | \$ 90.61 |
| Houston Engineering Inc. | Professional Services: 05/26/2024-06/22/2024 | | | 71469 | \$ 27,731.24 |
| Crown Appraisals, Inc. | Appraisal Fees | | | 5080 | \$ 6,500.00 |
| Buffalo-Red River WD | Project Coordination: 06/16/2024-06/29/2024 | | | 336 | \$ 36.25 |
| Buffalo-Red River WD | Project Coordination: 06/30/2024-07/13/2024 | | | 337 | \$ 180.52 |
| Buffalo-Red River WD | Project Coordination: 07/14/2024-07/27/2024 | | | 338 | \$ 20.06 |
| Crown Appraisals, Inc. | Appraisal Fees | | | 5086 | \$ 14,500.00 |
| Houston Engineering Inc. | Professional Services: 06/23/2024-07/27/2024 | | | 72029 | \$ 33,826.75 |
| Buffalo-Red River WD | Project Coordination: 07/28/2024-08/10/2024 | | | 339 | \$ 220.63 |
| Buffalo-Red River WD | Project Coordination: 08/11/2024-08/24/2024 | | | 340 | \$ 160.46 |
| Houston Engineering Inc. | Professional Services: 07/28/2024-08/24/2024 | | | 72434 | \$ 11,989.10 |
| Crown Appraisals, Inc. | Appraisal Fees | | | 5096 | \$ 35,500.00 |
| Buffalo-Red River WD | Project Coordination: 08/25/2024-09/07/2024 | | | 341 | \$ 80.23 |
| | | | | | \$ - |
| | Total Amount Due | | | | \$ 179,698.40 |
| | | | | | |
| | Billed to date | | | | \$ 710,482.79 |



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

September 12, 2024
Invoice Number 4008358

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

For Legal Services Rendered Through August 31, 2024

INVOICE TOTAL

| | |
|--|---------------------|
| Total For Current Legal Fees | \$160,451.00 |
| Total For Current Disbursement and Service Charges | \$1,023.70 |
| Total Due This Invoice | \$161,474.70 |

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

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 (JTS) Invoice # 198127

Flood Diversion Board
 Bond Counsel Work - PPP

Date: August 28, 2024

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

| PROFESSIONAL SERVICES RENDERED | | | |
|--------------------------------|--------------|----------|---------------------|
| | Hours | Rate | Totals |
| JTS | 147.8 | \$398.00 | \$58,824.40 |
| CMM | 5.1 | \$398.00 | \$2,029.80 |
| LDA | 3.0 | \$398.00 | \$1,194.00 |
| KJS | 57.9 | \$398.00 | \$23,044.20 |
| TJL | 0.8 | \$398.00 | \$318.40 |
| LWC | 13.3 | \$398.00 | \$5,293.40 |
| DCP | 0.6 | \$398.00 | \$238.80 |
| KJM | 74.5 | \$345.00 | \$25,702.50 |
| TJF | 2.8 | \$265.00 | \$742.00 |
| AJR | 20.6 | \$235.00 | \$4,841.00 |
| CRR | 0.2 | \$225.00 | \$45.00 |
| TWS | 0.1 | \$225.00 | \$22.50 |
| MRH | 3.6 | \$225.00 | \$810.00 |
| LDS | 41.4 | \$225.00 | \$9,315.00 |
| Total Fees: | 371.7 | | \$132,421.00 |
| Prof Service Fees | | | \$2,925.00 |
| Prof Service Fee Gwendolyn | | | \$8,625.00 |
| Total Expenses: | | | \$11,550.00 |
| Grand Total | | | \$143,971.00 |

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

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT

BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

| 15-1395 JTS Invoice # 198127 Flood Diversion Board | | Bond Counsel Work - P3 |
|---|--|-------------------------------|
| FILE NUMBER | MATTER DESCRIPTION | INVOICE - TOTAL FEES |
| 151395-1 | General Topics | \$54,264.00 |
| 151395-4 | Public Finance Issues | \$2,987.50 |
| 151395-5 | Consultant Contract Review/Development | \$1,224.30 |
| 151395-9 | Environmental Permitting Issues/NEPA | \$358.20 |
| 151395-10 | Insurance Issues | \$70.50 |
| 151395-12 | USACE Interface/Questions | \$1,844.80 |
| 151395-13 | Third Party Utility MOU's | \$23,415.60 |
| 151395-17 | EPA WIFIA Loan | \$358.20 |
| 151395-23 | PRAM | \$398.00 |
| 151395-24 | P3 Implementation | \$28,780.10 |
| 151395-27 | UMA/Utility Review | \$13,586.10 |
| 151395-28 | CCJWRD Temporary RIB 2024A | \$94.00 |
| 151395-30 | Dispute Review Board Matters | \$5,039.70 |
| TOTAL | | \$132,421.00 |



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

INVOICE

| Date | Invoice Number |
|------------|----------------|
| 09/17/2024 | CI-122332 |

| Payment Terms | Due Date |
|---------------|------------|
| Net 30 | 10/17/2024 |

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

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

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

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

| | |
|------------------------------|----------------------|
| Net Amount: | 96,442.50 |
| Tax: | |
| Total Invoice Amount: | USD 96,442.50 |

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

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

Project #: P-013258
Invoice Date: 9/17/2024
Invoice Number: CI-122332
Professional Services Through: 8/31/2024
Currency: USD

Invoice Summary

| | |
|-------------------------------|------------------|
| Professional Services | 96,442.50 |
| Expenses | - |
| Current Invoice Total: | 96,442.50 |

Project #: P-013258
 Invoice Date: 9/17/2024
 Invoice Number: CI-122332
 Professional Services Through: 8/31/2024
 Currency: USD

Professional Services - Summary By Person

| Name | Title | Rate | Hours | Amount |
|----------------|--------------------------|-------------|--------------|------------------|
| Melissa Morea | Senior Managing Director | 525.00 | 19.9 | 10,447.50 |
| Andrew Davis | Director | 350.00 | 124.0 | 43,400.00 |
| Kelsy Kurfirst | Director | 350.00 | 114.5 | 40,075.00 |
| Marissa Wade | Associate | 280.00 | 9.0 | 2,520.00 |
| Total | | | 267.4 | 96,442.50 |



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

Invoice # 1038

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 14, 2024-Sept. 9, 2024

| Name | Description | Hours | Rate | Invoice # | Total Amount |
|--------------------------|---|-------|------|-----------|---------------|
| Buffalo-Red River WD | Project Coordination: 04/21/2024 - 05/04/2024 | | | 322 | \$ 18.12 |
| Buffalo-Red River WD | Project Coordination: 05/05/2024 - 05/18/2024 | | | 323 | \$ 253.72 |
| Buffalo-Red River WD | Project Coordination: 05/19/2024 - 06/01/2024 | | | 324 | \$ 108.74 |
| Houston Engineering Inc. | Professional Services: 04/28/2024-05/25/2024 | | | 71023 | \$ 17,322.00 |
| Houston Engineering Inc. | Professional Services: 05/26/2024-06/22/2024 | | | 71467 | \$ 22,079.00 |
| Buffalo-Red River WD | Project Coordination: 06/30/2024-07/13/2024 | | | 325 | \$ 100.29 |
| Buffalo-Red River WD | Mailing - 07/23/2024 | | | 326 | \$ 100.85 |
| Buffalo-Red River WD | Project Coordination: 07/14/2024-07/27/2024 | | | 327 | \$ 421.21 |
| Houston Engineering Inc. | Professional Services: 06/23/2024-07/27/2024 | | | 72022 | \$ 5,382.50 |
| Buffalo-Red River WD | Project Coordination: 07/28/2024-08/10/2024 | | | 328 | \$ 60.17 |
| Buffalo-Red River WD | Project Coordination: 08/11/2024-08/24/2024 | | | 329 | \$ 361.04 |
| Buffalo-Red River WD | Mailing - 08/28/2024 | | | 330 | \$ 9.17 |
| Houston Engineering Inc. | Professional Services: 07/28/2024-08/24/2024 | | | 72435 | \$ 14,126.04 |
| Buffalo-Red River WD | Project Coordination: 08/25/2024-09/07/2024 | | | 331 | \$ 1,004.14 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | Total Amount Due | | | | \$ 61,346.99 |
| | | | | | |
| | Billed to date | | | | \$ 447,858.25 |



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

September 12, 2024
Invoice Number 4008364

Client-Matter No.: 491379-00006
Employment advice

For Legal Services Rendered Through August 31, 2024

INVOICE TOTAL

| | |
|-------------------------------|--------------------|
| Total For Current Legal Fees | \$52,214.50 |
| Total Due This Invoice | \$52,214.50 |

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

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



GRIGGS COUNTY TELEPHONE
 PO BOX 66
 ENDERLIN, ND 58027-0066

INVOICE: 605

Invoice Date: 09/10/2024
 Terms: NET 30
 Due Date: 10/10/2024
 Amount Due: \$ 31,558.41

FM DIVERSION
 4784 AMBER VALLEY PARKWAY S
 FARGO ND 58104-8614

Account: 152
 Description: 38th ST 2" Utility Relocation Page 1 of 1

| DESCRIPTION | QUANTITY | UOM | UNIT PRICE | AMOUNT | TAX |
|----------------------------|-----------|-----|------------|-----------|-----|
| 144 FIBER OFS | 8,900.000 | FT | 1.0614 | 9,446.46 | |
| Set 30"x48"x36" HH | 5.000 | EA | 3,000.0000 | 15,000.00 | |
| HUBBELL HANDHOLE WITH LIDS | 5.000 | EA | 1,422.3900 | 7,111.95 | |

| MESSAGES | | |
|----------|--------------|--------------|
| | Subtotal: | \$ 31,558.41 |
| | Tax: | \$ 0.00 |
| | Total: | \$ 31,558.41 |
| | Amount Paid: | \$ 0.00 |
| | Amount Due: | \$ 31,558.41 |

PLEASE REMIT PAYMENT TO MLGC, PO BOX 66, ENDERLIN ND, 58027



GRIGGS COUNTY TELEPHONE
 PO BOX 66
 ENDERLIN, ND 58027-0066

| | |
|--------------------|--------------|
| Account: | 152 |
| Invoice: | 605 |
| Due Date: | 10/10/2024 |
| Amount Due: | \$ 31,558.41 |
| Amount Of Payment: | _____ |

FM DIVERSION
 4784 AMBER VALLEY PARKWAY S
 FARGO ND 58104-8614



Cass Rural Water Users District

BOX 98 • 131 MAPLE STREET
KINDRED, NORTH DAKOTA 58051
PHONE: 701-428-3139 • TOLL FREE: 800-922-2798
FAX: 701-428-3130
www.cassruralwater.com

Tax ID# 45-0323383
Reimbursement Request Invoice #5
Memorandum of Understanding
Diversion Channel and Associated Infrastructure

| <u>Line</u> | <u>Cost Item</u> | <u>Vendor</u> | <u>Amount</u> |
|-------------|------------------|---------------------|---------------------------|
| 1 | Engineering Fees | AE2S | \$8,864.75 |
| 2 | Legal Fees | Ohnstad Twichell PC | \$90.00 |
| 3 | Legal Fees | Pearce Durick | \$1,403.00 |
| 4 | Admin Costs | CRWUD | <u>\$3,600.00</u> |
| | | Total | <u>\$13,957.75</u> |

**CASS RURAL WATER DISTRICT
ENGINEERING FEES - PLAN REVIEW DIVERSION CHANNEL AND ASSOCIATED
INFRASTRUCTURE - 2024**

| <u>INVOICE</u> <u>DATE</u> | <u>Invoice</u> <u>Number</u> | <u>Amount</u> |
|-------------------------------|---------------------------------|-------------------|
| 2/27/2024 | 93118 | \$2,074.75 |
| 3/26/2024 | 93743 | \$1,696.25 |
| 4/23/2024 | 94388 | \$2,722.00 |
| 5/21/2024 | 95212 | \$1,413.25 |
| 6/25/2024 | 95854 | \$958.50 |
| <hr/> | | |
| TOTAL | | \$8,864.75 |

**CASS RURAL WATER DISTRICT
LEGAL FEES -
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE -
2023**

| <u>INVOICE</u> <u>DATE</u> | <u>Invoice</u> <u>Number</u> | <u>Amount</u> |
|-------------------------------|---------------------------------|---------------|
| Pearce Durick: | | |
| 3/14/2023 | 41 | \$138.00 |
| 4/10/2023 | 42 | \$345.00 |
| 7/7/2023 | 44 | \$138.00 |
| 8/3/2023 | 45 | \$782.00 |
| Ohstad Twichell PC | | |
| 11/13/2023 | 192577 | \$90.00 |

TOTAL **\$1,493.00**

**CASS RURAL WATER DISTRICT
ADMINISTRATIVE COSTS FOR PLAN
REVIEW AND INSPECTION - DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE
2023**

| | DATE | HOURS | Rate | COST | Description |
|-------|-------------|--------------|-------------|-------------|---------------------|
| Jerry | 4/18/2023 | 2.00 | \$ 90.00 | \$180.00 | Billing for 2022 |
| Brent | 6/6/2023 | 2.00 | \$ 90.00 | \$180.00 | 309+20 lowering |
| Brent | 10/2/2023 | 4.00 | \$ 90.00 | \$360.00 | 1198+00 drilling |
| Brent | 10/3/2023 | 4.00 | \$ 90.00 | \$360.00 | 1119+00 hydro test |
| Brent | 10/5/2023 | 4.00 | \$ 90.00 | \$360.00 | 677+85 hydro test |
| Brent | 10/9/2023 | 4.00 | \$ 90.00 | \$360.00 | 851+00 hydrotest |
| Brent | 10/12/2023 | 4.00 | \$ 90.00 | \$360.00 | 1198+00 inspection |
| Brent | 10/18/2023 | 2.00 | \$ 90.00 | \$180.00 | 677+85 chlorination |
| Brent | 10/20/2023 | 4.00 | \$ 90.00 | \$360.00 | 1331+00 inspection |
| Brent | 10/24/2023 | 2.00 | \$ 90.00 | \$180.00 | 677+85 tie in |
| Brent | 10/25/2023 | 4.00 | \$ 90.00 | \$360.00 | 1198+00 tie in |
| Brent | 11/22/2023 | 4.00 | \$ 90.00 | \$360.00 | cr31 line lower |

\$3,600.00



INVOICE: INV011184

Date 09/06/2024
 Invoice account 198

CITY OF FARGO
 PO BOX 49
 Fargo, ND

| Description | Quantity | Unit price | Amount |
|----------------------|----------|------------|------------|
| FM DIVERSION MISC | 1.00 | 11,310.26 | 11,310.26 |
| FM DIVERSION PAYROLL | 1.00 | 192,377.54 | 192,377.54 |

| Sales subtotal amount | Total discount | Total charges | Net amount | Sales tax | Round-off | Currency | Total |
|-----------------------|----------------|---------------|------------|-----------|-----------|----------|------------|
| 203,687.80 | 0.00 | 0.00 | 203,687.80 | 0.00 | 0.00 | USD | 203,687.80 |

Due date 10/06/2024

Please detach and send this copy with remittance.

| | | |
|----------------------------------|---------------------------|----------------------------|
| MAKE CHECK | Invoice: INV011184 | Name: CITY OF FARGO |
| PAYABLE TO: | | |
| Cass County Government | Date: 09/06/2024 | Account #: 198 |
| 211 9 th Street South | | |
| P.O Box 2806 | | |
| Fargo, ND 58108-2806 | Total: 203,687.80 | Due date 10/06/2024 |

KAREN KLEIN MEDIATION, LLC

**3523 45th Street South Fargo, ND 58104
(701) 715-4629 kklein@kkleinmediation.com**

Invoice No. 2451

Date: August 23, 2024

Re: Joel Paulsen v. Metro Flood Diversion Authority

Services:

Schedule mediation session.
Review party submissions.
Participate in mediation conference; confer with parties and counsel.
Confirm proposed settlement terms.

Time Spent:

13.50 hours at \$800.00/hr = \$10,800.00

Expenses:

Lunch for participants: \$127.86

Total Amount Due:

\$10,927.86 (To be paid by Metro Flood Diversion Authority per terms of settlement)

BALANCE DUE from Metro Flood Diversion Authority/Dorsey + Whitney LLP:
\$10,927.86

Tax ID: 47-3562553

Please make checks payable to: Karen Klein Mediation, LLC
Thank you.



Technology

August 20, 2024

Caroline Sweeney
Director Knowledge Management & Inn
Metro Flood Project Diversion Authority
50 S 6th Street, Suite 1500
Minneapolis, MN 55402
United States
sweeney.caroline@dorsey.com

RE: Dorsey- Metro Flood
Job No. 500001.3121
Invoice No. 100100077626

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through July 31, 2024.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely,

Erin Wimpy
Director



Invoice Remittance

Caroline Sweeney
Director Knowledge Management & Inn
Metro Flood Project Diversion Authority
50 S 6th Street, Suite 1500
Minneapolis, MN 55402
United States
sweeney.caroline@dorsey.com

August 20, 2024
Invoice No. 100100077626
Job No. 500001.3121
Terms Due Upon Receipt
Currency USD

RE: Dorsey- Metro Flood

Current Invoice Period: Charges posted through July 31, 2024

Amount Due Current Invoice \$3,024.00

Please reference invoice number in your remittance.

Check Payments To:

**FTI Consulting Technology LLC
P.O. Box 418005
Boston, MA 02241-8005
United States**

Courier Delivery Only To:

**Bank of America ML
Lockbox Services
Lockbox 418005
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125-8005**

ACH Payments To:

**FTI Consulting Technology LLC
Bank of America, N.A.
San Francisco, CA 94109
Account # 002001801422
ABA # 052001633**

Wire Payment To:

**FTI Consulting Technology LLC
Bank of America, N.A.
New York, NY 10038
Account # 002001801422
ABA # 026009593
SWIFT (USD): BOFAUS3N
SWIFT (other currencies): BOFAUS6S**



Invoice Summary

Caroline Sweeney
 Director Knowledge Management & Inn
 Metro Flood Project Diversion Authority
 50 S 6th Street, Suite 1500
 Minneapolis, MN 55402
 United States
 sweeney.caroline@dorsey.com

August 20, 2024
Invoice No. 100100077626
Job No. 500001.3121
Terms Due Upon Receipt
Currency USD

RE: Dorsey- Metro Flood

Current Invoice Period: Charges posted through July 31, 2024

| Activity | Hours | Total |
|-------------------|-------------|-------------------|
| Forensic Analysis | 5.60 | \$3,024.00 |
| Total | 5.60 | \$3,024.00 |

| Invoice Total | USD Amount |
|------------------|-------------------|
| | \$3,024.00 |
| Total Due | \$3,024.00 |



Southeast Cass
Water Resource
District

SENT VIA EMAIL

Keith Weston
Chairman
Fargo, North Dakota

Dave Branson
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

August 27, 2024

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$2,919.25 regarding the above referenced project.

At this time, we respectfully request 100% reimbursement per the *Memorandum of Understanding* between the Metro Flood Diversion Authority and Southeast Cass Water Resource District dated February 25, 2021.

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

Sincerely,

SOUTHEAST CASS WATER RESOURCE DISTRICT

Leilei Bao

Leilei Bao
Treasurer

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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



moore
engineering, inc.

925 10th Avenue East • West Fargo, ND 58078
T: 701.282.4692 • F: 701.282.4530
mooreengineeringinc.com

Southeast Cass Water Resource District
1201 West Main Ave
West Fargo, ND 58078-1301

Invoice number 39765
Date 07/31/2024

Project **23428 Cass County Drain 21C FM Div Transition**

Professional Services

Invoice Description - Please Edit
Time Thru 07-26-2024

320 Final Design

Labor

| | Hours | Rate | Billed Amount |
|--------------------------|-------|--------|---------------|
| Professional Engineer II | 0.50 | 195.00 | 97.50 |
| Project Engineer | 2.00 | 170.00 | 340.00 |
| Phase subtotal | | | 437.50 |

615 Right-of-Way Administration

Expense

| | Units | Rate | Billed Amount |
|-------------------------------|-------|------|---------------|
| MEI - Reproduction & Printing | | | 18.00 |

800 Project Management

Labor

| | Hours | Rate | Billed Amount |
|------------------------------|-------|--------|---------------|
| Senior Project Administrator | 0.25 | 145.00 | 36.25 |

Invoice total **491.75**



moore
engineering, inc.

925 10th Avenue East • West Fargo, ND 58078
T: 701.282.4692 • F: 701.282.4530
mooreengineeringinc.com

Southeast Cass Water Resource District
1201 West Main Ave
West Fargo, ND 58078-1301

Invoice number 39767
Date 07/31/2024

Project **23430 Cass County Drain 51 FM Div
Transition**

Professional Services

Cass County Drain 51 FM Div Transition
Time Thru 07-26-2024

800 Project Management

Labor

| | Hours | Rate | Billed Amount |
|-----------------|-------|---------------|---------------|
| Principal | 0.50 | 215.00 | 107.50 |
| Project Manager | 0.25 | 205.00 | 51.25 |
| Phase subtotal | | | 158.75 |
| | | Invoice total | 158.75 |



925 10th Avenue East • West Fargo, ND 58078
 T: 701.282.4692 • F: 701.282.4530
 mooreengineeringinc.com

Southeast Cass Water Resource District
 1201 West Main Ave
 West Fargo, ND 58078-1301

Invoice number 39318
 Date 07/10/2024

Project **23430 Cass County Drain 51 FM Div Transition**

Professional Services

Cass County Drain 51 FM Div Transition
 Time Thru 06-24-2024

320 Final Design

Labor

| | Hours | Rate | Billed Amount |
|--------------------------|-------|--------|---------------|
| Professional Engineer II | 1.75 | 195.00 | 341.25 |
| Project Engineer | 10.25 | 170.00 | 1,742.50 |
| Project Manager | 0.75 | 205.00 | 153.75 |
| Phase subtotal | | | 2,237.50 |

400 Construction

Labor

| | Hours | Rate | Billed Amount |
|-------------------------|-------|--------|---------------|
| Project Administrator I | 0.25 | 125.00 | 31.25 |
| Construction subtotal | | | 31.25 |

Invoice total **2,268.75**

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

| | FM Diversion Project Fund | Budget Fund | Grand Total |
|---------------------------|--------------------------------------|-----------------------|---------------------------|
| Assets | | | |
| Cash | \$ 246,314,244 | \$ 366,263 | \$ 246,680,507 |
| Cash Horace 3.01 MIT | 4,396,172 | - | 4,396,172 |
| Cash BRRWD | 8,757,505 | - | 8,757,505 |
| Cash Held In Trust at BND | | | |
| Excess Revenue Fund | 698,994 | - | 698,994 |
| Temp Debt Obligation Fund | 2,596,605 | - | 2,596,605 |
| Authority Loan Fund | 156,020 | - | 156,020 |
| P3 Reserve Fund | 16,133,951 | - | 16,133,951 |
| SRF Loan Reserve Fund | 2,292,932 | - | 2,292,932 |
| Revenue Fund | 2,420 | - | 2,420 |
| Prepaid Expense | 3,360,072 | - | 3,360,072 |
| Refundable Deposit | 50,000 | - | 50,000 |
| Total assets | 284,758,915 | 366,263 | 285,125,178 |
| Liabilities | | | |
| Vouchers payable | - | - | - |
| Retainage payable | 54,601 | - | 54,601 |
| Rent Deposit | 18,750 | - | 18,750 |
| Deferred Revenue | 5,500 | - | 5,500 |
| Total liabilities | 78,851 | - | 78,851 |
| NET POSITION | \$ 284,680,064 | \$ 366,263 | \$ 285,046,327 |

Summary Of Expenses
EXP-2024-08

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|------------------------|--------------------|---------------------------|----------------|------------------------|
| 770-7910-429.11-00 | 29/08/2024 | 338293 | Cass County Government | \$71,958.60 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Full Time Staff / Salaries | | | | \$71,958.60 | | | |
| 770-7910-429.20-01 | 29/08/2024 | 338293 | Cass County Government | \$7,352.00 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Health Insurance | | | | \$7,352.00 | | | |
| 770-7910-429.20-03 | 29/08/2024 | 338293 | Cass County Government | \$160.00 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Dental Insurance | | | | \$160.00 | | | |
| 770-7910-429.20-06 | 29/08/2024 | 338293 | Cass County Government | \$29.20 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Vision Insurance | | | | \$29.20 | | | |
| 770-7910-429.21-01 | 29/08/2024 | 338293 | Cass County Government | \$4,338.08 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Social Security | | | | \$4,338.08 | | | |
| 770-7910-429.21-02 | 29/08/2024 | 338293 | Cass County Government | \$1,014.55 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Medicare | | | | \$1,014.55 | | | |
| 770-7910-429.22-07 | 29/08/2024 | 338293 | Cass County Government | \$9,541.71 | DIVERSION WAGES | V00106 | EXECUTIVE DIRECTOR |
| Pension Benefits / Retirement | | | | \$9,541.71 | | | |
| 770-7910-429.33-37 | 15/08/2024 | 338044 | HighRoad Partners, LLC | \$1,375.00 | DIVERSION HR SERVICES | V09701 | HR SERVICES |
| | 15/08/2024 | 338044 | HighRoad Partners, LLC | \$600.00 | HR SERVICES | V09701 | HR SERVICES |
| Other Services / HR Services | | | | \$1,975.00 | | | |
| 770-7910-429.34-15 | 22/08/2024 | 338188 | Marco Technologies | \$2,892.47 | DIVERSION IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 29/08/2024 | 338306 | CONSOLIDATED COMMUNI | \$470.00 | ACCT #701-150-0113/0 | V00106 | EXECUTIVE DIRECTOR |
| | 29/08/2024 | 338371 | Marco Technologies | \$586.50 | IT SERVICES VENDOR UPDATE | V10301 | SERVICE AGREEMENT - IT |
| Technical Services / Computer Services | | | | \$3,948.97 | | | |
| 770-7910-429.43-50 | 29/08/2024 | 338293 | Cass County Government | \$619.49 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Repair and Maintenance / Maintenance Service Contrac | | | | \$619.49 | | | |
| 770-7910-429.53-20 | 29/08/2024 | 338293 | Cass County Government | \$450.49 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Communications / Cellular Phone Service | | | | \$450.49 | | | |
| 770-7910-429.56-60 | 29/08/2024 | 338293 | Cass County Government | \$2,291.08 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| In State Travel / In State Travel Expense: | | | | \$2,291.08 | | | |

**Summary Of Expenses
 EXP-2024-08**

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|-----------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 770-7910-429.61-10 | 29/08/2024 | 338293 | Cass County Government | \$235.15 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| General Supplies / Office Supplies | | | | \$235.15 | | | |
| 770-7910-429.68-30 | 29/08/2024 | 338293 | Cass County Government | \$147.38 | DIVERSION EXPENSES | V00106 | EXECUTIVE DIRECTOR |
| Miscellaneous / Meeting Incidental | | | | \$147.38 | | | |
| 770 Subtotal | | | | \$104,061.70 | | | |
| 790-0000-206.10-00 | 08/08/2024 | 337924 | Schmidt and Sons Inc. | \$26,908.00 | Pay Retainage | V03808 | WP-38B CONSTRUCTION |
| | 29/08/2024 | 338426 | Wagner Construction Inc. | \$73,823.12 | Retainage PO 229340 | V11901 | WP47E AGREEMENT |
| Retainage | | | | \$100,731.12 | | | |
| 790-7910-429.33-25 | 08/08/2024 | 337906 | OHNSTAD TWICHELL PC | \$85,676.96 | LEGAL SERVICES | V00102 | General & Admin. WIK |
| | 22/08/2024 | 338128 | Ankura Consulting Group LLC | \$128,534.43 | SCHEDULING SERVICES | V12801 | SCHEDULING EXPERTISE |
| | 29/08/2024 | 338274 | Ankura Consulting Group LLC | \$109,599.91 | DIVERSION CONSULTING FEES | V12801 | SCHEDULING EXPERTISE |
| Other Services / Legal Services | | | | \$323,811.30 | | | |
| 790-7910-429.34-56 | 23/08/2024 | ES08240 | City of Fargo | \$17,483.00 | FISCAL AGENT FEE - 08/24 | V05902 | MONTHLY FISCAL AGENT FEE |
| Technical Services / FMDA Fiscal Agent Fee | | | | \$17,483.00 | | | |
| 790-7910-429.38-68 | 22/08/2024 | 338163 | GA Group, PC | \$4,000.00 | GOVT RELATIONS COUNSEL | V07601 | 2021 GOVERNMENT RELATIONS |
| Other Services / Lobbyist | | | | \$4,000.00 | | | |
| 790-7910-429.43-50 | 27/08/2024 | ES08240 | ACONEX (North America) INC | \$184,059.46 | 2024 DIVERSION PREPAID | V01401 | 8 Year Service Agreement |
| Repair and Maintenance / Maintenance Service Contract | | | | \$184,059.46 | | | |
| 790-7910-429.52-30 | 27/08/2024 | ES08240 | AON RISK SERVICES CENTR | \$1,089,753.08 | 2024 DIVERSION PREPAID | V00102 | General & Admin. WIK |
| Insurance / General Liability | | | | \$1,089,753.08 | | | |
| 790-7915-429.33-05 | 22/08/2024 | 338170 | HOUSTON-MOORE GROUP L | \$75,739.20 | DIVERSION PROJECT MGMT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 29/08/2024 | 338266 | AECOM | \$43,829.88 | CULTURAL RESOURCES INVEST | V01004 | SEAI CULTURAL RES INVEST |
| | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$144,425.48 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$263,994.56 | | | |
| 790-7915-429.38-99 | 08/08/2024 | 337940 | UNITED STATES GEOLOGIC | \$67,467.50 | WATER QUALITY MONITORING | V02203 | WATER QUALITY MONITORING |
| Other Services / Other Services | | | | \$67,467.50 | | | |

Summary Of Expenses
EXP-2024-08

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|-----------------------------|-----------------------|------------------------|----------------|---------------------------|
| 790-7920-429.33-05 | 22/08/2024 | 338170 | HOUSTON-MOORE GROUP L | \$25,810.25 | DIVERSION PROJECT MGMT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$48,663.03 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$74,473.28 | | | |
| 790-7920-429.33-79 | 15/08/2024 | 338009 | CH2M Hill Engineers Inc | \$432,739.06 | PROGRAM MGMT | V00211 | CH2M HILL-6/2019-12/2021 |
| | 15/08/2024 | 338009 | CH2M Hill Engineers Inc | \$846,724.11 | SUPPORT SERVICES | V00212 | P3 PROCUREMENT SUPPORT |
| Other Services / Construction Management | | | | \$1,279,463.17 | | | |
| 790-7930-429.33-05 | 08/08/2024 | 337802 | ADVANCED ENGINEERING I | \$167,326.29 | DIVERSION PROJECT | V00302 | PROGRAM MGMT SERVICES |
| | 22/08/2024 | 338170 | HOUSTON-MOORE GROUP L | \$28,336.07 | DIVERSION PROJECT MGMT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 29/08/2024 | 338298 | HDR Engineering, Inc. | \$15,943.29 | HDR ENGINEERING INC | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338298 | Prosource Technologies, Inc | \$14,438.45 | PROSOURCE TECHNOLOGIES | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338298 | SRF Consulting Group | \$25,192.08 | SRF CONSULTING GROUP | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338298 | ULTEIG ENGINEERS INC | \$1,225.00 | ULTEIG OPERATIONS LLC | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$46,999.37 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$299,460.55 | | | |
| 790-7930-429.33-25 | 29/08/2024 | 338298 | Larkin Hoffman Attorneys | \$35,992.58 | LARKIN HOFFMAN | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338298 | OHNSTAD TWICHELL PC | \$121,833.48 | OHNSTAD TWICHELL, PC | V01201 | Cass Joint Water ROE |
| Other Services / Legal Services | | | | \$157,826.06 | | | |
| 790-7930-429.33-32 | 29/08/2024 | 338298 | COMPASS LAND CONSULTA | \$7,500.00 | SEWALL FORESTRY & RES | V01201 | Cass Joint Water ROE |
| Other Services / Appraisal Services | | | | \$7,500.00 | | | |
| 790-7930-429.33-79 | 15/08/2024 | 338009 | CH2M Hill Engineers Inc | \$30,767.43 | PROPERTY ACQUISITION | V00210 | CH2M HILL-LAND ACQUISITON |
| Other Services / Construction Management | | | | \$30,767.43 | | | |
| 790-7930-429.38-95 | 29/08/2024 | 338356 | JT LAWN SERVICE LLC | \$62,245.00 | MOWING & WEED CONTROL | V10401 | MOWING/WEED CONTROL MGM |
| Other Services / Mowing Services | | | | \$62,245.00 | | | |
| 790-7930-429.38-99 | 29/08/2024 | 338298 | Ames Construction, Inc. | \$28,000.00 | AMES CONSTRUCUTION INC | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | Title Company | \$50.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| Other Services / Other Services | | | | \$28,050.00 | | | |
| 790-7930-429.52-70 | 22/08/2024 | 338233 | Watts and Associates, Inc. | \$8,402.62 | CROP INS DEVELOPMENT | V06901 | CROP INSURANCE DEVELOPMN |
| Insurance / Crop Insurance | | | | \$8,402.62 | | | |

Summary Of Expenses
EXP-2024-08

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.61-50 | 29/08/2024 | 338298 | CASS COUNTY JOINT WATE | \$29.49 | UPS | V01201 | Cass Joint Water ROE |
| General Supplies / Postage | | | | \$29.49 | | | |
| 790-7930-429.62-51 | 29/08/2024 | 338292 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | Cass County Electric Cooperativ | \$49.03 | CASS COUNTY ELECTRIC | V01701 | ND LAND PURCH-OUT OF TOWN |
| Energy / Electricity | | | | \$162.03 | | | |
| 790-7930-429.67-11 | 29/08/2024 | 338298 | 9994 - MITCHELL | \$35,000.00 | JESUS & GUADALUPE VEGA | V01701 | ND LAND PURCH-OUT OF TOWN |
| Relocation / Residential Buildings | | | | \$35,000.00 | | | |
| 790-7930-429.67-12 | 29/08/2024 | 338298 | 1112 - TERRY M & KRISTIE | \$7,086.81 | JOSEPH SAUVAGEAU | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 1112 - TERRY M & KRISTIE | (\$7,352.56) | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 1113 - TERRY M & KRISTIE | \$7,086.81 | JOSEPH SAUVAGEAU | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 1916 - RICHARD 1 | \$725.00 | LARRY RICHARD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 2010 - NIPSTAD 5 | \$40,000.00 | NJ NIPSTAD MGMT SOLUTIONS | V01701 | ND LAND PURCH-OUT OF TOWN |
| Relocation / Commercial Buildings | | | | \$47,546.06 | | | |
| 790-7930-429.71-30 | 29/08/2024 | 338298 | 5023 - CINDY L NORBERG | \$869,241.87 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 5055Y - CASS COUNTY JOIN | (\$1,850.00) | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 29/08/2024 | 338298 | 9423 - JOHNSON 12 | \$778,418.38 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 26/08/2024 | ES08240 | 5055Y - CASS COUNTY JOIN | \$1,850.00 | RECLASS DIVERSION LAND | V01701 | ND LAND PURCH-OUT OF TOWN |
| Land / Land Purchases | | | | \$1,647,660.25 | | | |
| 790-7930-429.71-31 | 29/08/2024 | 338298 | 9236 - NELSON 2 | \$13,370.00 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| Land / Easements | | | | \$13,370.00 | | | |
| 790-7930-429.73-20 | 08/08/2024 | 337924 | Schmidt and Sons Inc. | \$149,692.93 | PROPERTY STRUCTURE MITIGA | V03808 | WP-38B CONSTRUCTION |
| | 29/08/2024 | 338343 | INDUSTRIAL BUILDERS INC | \$164,310.50 | PROPERTY STRUCTURE MITIGA | V06006 | WP38C-OIN8359-MITIGATION |
| Infrastructure / Site Improvements | | | | \$314,003.43 | | | |
| 790-7931-429.33-05 | 29/08/2024 | 338304 | Prosource Technologies, Inc | \$21,654.05 | PROSOURCE TECHNOLOGIES | V06201 | MCCJPA - MN ROE |
| | 29/08/2024 | 338304 | SRF Consulting Group | \$18,056.56 | SRF CONSULTING GROUP | V06201 | MCCJPA - MN ROE |
| Other Services / Engineering Services | | | | \$39,710.61 | | | |

Summary Of Expenses
EXP-2024-08

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------|-----------------------|-------------------------|----------------|---------------------------|
| 790-7931-429.33-25 | 29/08/2024 | 338304 | Larkin Hoffinan Attorneys | \$5,849.00 | LARKIN HOFFMAN | V06201 | MCCJPA - MN ROE |
| | 29/08/2024 | 338304 | OHNSTAD TWICHELL PC | \$61,379.12 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| Other Services / Legal Services | | | | \$67,228.12 | | | |
| 790-7931-429.54-10 | 29/08/2024 | 338304 | The Hawley Herald | \$36.00 | THE HAWLEY HERALD | V06201 | MCCJPA - MN ROE |
| Advertising / Legal Publications | | | | \$36.00 | | | |
| 790-7931-429.62-51 | 29/08/2024 | 338304 | RED RIVER VALLEY COOPE | \$108.04 | RED RIVER VALLY COOP | V02301 | MN LAND PURCHASES |
| Energy / Electricity | | | | \$108.04 | | | |
| 790-7931-429.71-31 | 29/08/2024 | 338304 | 1689 - UELAND | \$295,320.00 | RHONDA UELAND | V02301 | MN LAND PURCHASES |
| | 29/08/2024 | 338304 | 1690 - UELAND | \$98,640.00 | RHONDA UELAND | V02301 | MN LAND PURCHASES |
| | 29/08/2024 | 338304 | 1785 - UELAND | \$6,480.00 | RHONDA UELAND | V02301 | MN LAND PURCHASES |
| | 29/08/2024 | 338304 | 1841 - NELSON 4 | \$618,480.00 | PHYLLIS & DONALD NELSON | V02301 | MN LAND PURCHASES |
| | 29/08/2024 | 338304 | 1868 - UELAND | \$197,400.00 | RHONDA UELAND | V02301 | MN LAND PURCHASES |
| | 29/08/2024 | 338304 | 7104 - QUINN AFFIELD | \$12,801.00 | THE TITLE CO | V02301 | MN LAND PURCHASES |
| Land / Easements | | | | \$1,229,121.00 | | | |
| 790-7940-429.33-06 | 22/08/2024 | 338134 | BRAUN INTERTEC CORP | \$10,636.10 | MATERIALS TESTING | V00407 | TASK ORDER #5 |
| Other Services / Quality Testing | | | | \$10,636.10 | | | |
| 790-7950-429.33-05 | 08/08/2024 | 337891 | MOORE ENGINEERING INC | \$850.00 | REIMB MOORE ENGINEERING | V08901 | MAPLE RIVER-DRAIN EXPENSE |
| | 22/08/2024 | 338215 | MOORE ENGINEERING INC | \$4,977.50 | REIMB MOORE ENGINEERING | V08801 | RUSH RIVER-DRAIN EXPENSE |
| | 22/08/2024 | 338220 | MOORE ENGINEERING INC | \$1,120.55 | REIMB MOORE ENGINEERING | V12201 | SE CASS WRD MOU |
| | 22/08/2024 | 338221 | ADVANCED ENGINEERING I | \$13,622.75 | REIMB AE2S | V13201 | MURA-ENG & LEGAL WORK |
| | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$14,484.25 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 03/09/2024 | ES08240 | HOUSTON ENGINEERING IN | \$23,410.13 | HOUSTON ENGINEERING INC | V05426 | RR EROSION-UNIV & 52ND AV |
| | 03/09/2024 | ES08240 | HOUSTON ENGINEERING IN | \$411.00 | HOUSTON ENGINEERING INC | V05409 | FLOOD MIT-WOODCREST DRIVE |
| | 03/09/2024 | ES08240 | KLJ ENGINEERING, LLC | \$24,214.65 | KLJ ENGINEERING, LLC | V05434 | FM24A-S UNIV WALL REP |
| Other Services / Engineering Services | | | | \$83,090.83 | | | |
| 790-7950-429.33-06 | 15/08/2024 | 338000 | BRAUN INTERTEC CORP | \$89,698.75 | MATERIALS TESTING | V00406 | TASK ORDER #4 |
| | 22/08/2024 | 338134 | BRAUN INTERTEC CORP | \$532.50 | MATERIALS TESTING | V00404 | TESTING - NUSTAR PIPELINE |
| Other Services / Quality Testing | | | | \$90,231.25 | | | |

Summary Of Expenses
EXP-2024-08

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|--------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7950-429.33-25 | 22/08/2024 | 338215 | OHNSTAD TWICHELL PC | \$2,159.50 | REIMB OHNSTAD TWICHELL | V08801 | RUSH RIVER-DRAIN EXPENSE |
| | 22/08/2024 | 338221 | Eppler Law Office | \$6,981.20 | REIMB EPPLER LAW OFFICE | V13201 | MURA-ENG & LEGAL WORK |
| Other Services / Legal Services | | | | \$9,140.70 | | | |
| 790-7950-429.33-32 | 03/09/2024 | ES08240 | SRF Consulting Group | \$256.28 | SRF CONSULTING GROUP, INC | V05405 | LEVEE/FLOODWALL - BELMONT |
| Other Services / Appraisal Services | | | | \$256.28 | | | |
| 790-7950-429.38-99 | 22/08/2024 | 338207 | Pleasant Township | \$10,952.54 | REIMB GLACIER ENTERPRISES | V06801 | PLEASANT TOWNSHIP MOU |
| Other Services / Other Services | | | | \$10,952.54 | | | |
| 790-7950-429.41-05 | 15/08/2024 | 338006 | Cass Rural Water | \$29.70 | ACCT #18789 DIVERSION | V05006 | DIVERSION INLET UTILITY |
| Utility Services / Water and Sewer | | | | \$29.70 | | | |
| 790-7950-429.73-52 | 03/09/2024 | ES08240 | INDUSTRIAL BUILDERS INC | \$237,916.10 | INDUSTRIAL BUILDERS INC | V05434 | FM24A-S UNIV WALL REP |
| Infrastructure / Flood Control | | | | \$237,916.10 | | | |
| 790-7950-429.73-70 | 22/08/2024 | 338137 | Cass Rural Water | \$8,826.84 | CASS RURAL WATER TO #9 | V05016 | TO 9 - WP38C DISCONNECTS |
| | 29/08/2024 | 338408 | SELLIN BROS INC | \$115,142.20 | UTILITY RELOCATION | V12601 | WP47B AGREEMENT |
| | 29/08/2024 | 338426 | Wagner Construction Inc. | \$63,524.12 | UTILITY RELOCATIONS | V11901 | WP47E AGREEMENT |
| Infrastructure / Utilities | | | | \$187,493.16 | | | |
| 790-7951-429.73-70 | 29/08/2024 | 338368 | LTP Enterprises Inc. | \$278,367.00 | TEST HOLES & WELLS | V12301 | WP47C AGREEMENT |
| Infrastructure / Utilities | | | | \$278,367.00 | | | |
| 790-7952-429.33-05 | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$25,284.20 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$25,284.20 | | | |
| 790-7959-429.33-05 | 03/09/2024 | ES08240 | HOUSTON ENGINEERING IN | \$47,650.33 | HOUSTON ENGINEERING INC | V05433 | NR24B - LIFT STAT 11 & 57 |
| | 03/09/2024 | ES08240 | HOUSTON ENGINEERING IN | \$3,586.50 | HOUSTON ENGINEERING INC | V05406 | DRAIN 27 LIFT STATION #56 |
| | 03/09/2024 | ES08240 | HOUSTON ENGINEERING IN | \$88,029.88 | HOUSTON ENGINEERING INC | V05431 | STORM LIFT IMPR #47 & #48 |
| Other Services / Engineering Services | | | | \$139,266.71 | | | |
| 790-7959-429.33-06 | 03/09/2024 | ES08240 | City of Fargo | \$28.00 | City of Fargo | V05433 | NR24B - LIFT STAT 11 & 57 |
| Other Services / Quality Testing | | | | \$28.00 | | | |
| 790-7959-429.73-52 | 03/09/2024 | ES08240 | FUSION AUTOMATION INC. | \$39,109.57 | FUSION AUTOMATION INC. | V05431 | STORM LIFT IMPR #47 & #48 |
| | 03/09/2024 | ES08240 | MASTER CONSTRUCTION C | \$8,977.50 | MASTER CONSTRUCTION CO IN | V05435 | WM REP ST RCN-WOODCREST |
| Infrastructure / Flood Control | | | | \$48,087.07 | | | |

**Summary Of Expenses
 EXP-2024-08**

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|----------------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7990-429.33-05 | 29/08/2024 | 338298 | MOORE ENGINEERING INC | \$5,842.50 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| | 29/08/2024 | 338342 | HOUSTON-MOORE GROUP L | \$50,175.04 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$56,017.54 | | | |
| 790-7990-429.33-25 | 08/08/2024 | 337906 | OHNSTAD TWICHELL PC | \$39,841.13 | LEGAL SERVICES | V00102 | General & Admin. WIK |
| Other Services / Legal Services | | | | \$39,841.13 | | | |
| 790-7990-429.34-55 | 22/08/2024 | 338211 | Patricia O. Sulser | \$1,750.00 | FINANCIAL DRB CHAIR | V11403 | DISPUTE RESOLUTION BOARDS |
| | 29/08/2024 | 338398 | Patricia O. Sulser | \$1,750.00 | FINANCIAL DISPUTE RESOLUT | V11403 | DISPUTE RESOLUTION BOARDS |
| Technical Services / Financial Advisor | | | | \$3,500.00 | | | |
| 790-7990-429.34-57 | 26/08/2024 | 20295 | BANK OF NORTH DAKOTA | \$17,483.00 | BND TRUSTEE FEE 8/2024 | V08502 | MONTHLY TRUSTEE FEE |
| Technical Services / FMDA Trustee Fees BNI | | | | \$17,483.00 | | | |
| 790-7990-429.34-59 | 22/08/2024 | 338206 | EDWARD PENSOCK JR | \$3,288.00 | DIVERSION SERVICES | V12901 | TECHNICAL DISPUTE BOARD |
| | 22/08/2024 | 338211 | Mark E Alpert - Integrated Deliv | \$3,168.75 | TECHNICAL DRB CHAIR | V11403 | DISPUTE RESOLUTION BOARDS |
| Technical Services / Outside Consultant | | | | \$6,456.75 | | | |
| 790-7998-555.90-81 | 23/08/2024 | ES08240 | Diversion Admin Budget Transf | \$0.00 | ANNUAL ADMIN BDGT TRF-AUG | VADMIN | Diversion Administration |
| FMDA Admin. Budget Fund | | | | \$0.00 | | | |
| 790 Subtotal | | | | \$8,637,541.22 | | | |

| | | |
|---|-----------------------|----------------------------------|
| Total Amount Invoiced this period: | \$8,741,602.92 | |
| | \$100,731.12 | Less Paid Retainage |
| | \$8,640,871.80 | Total Less Paid Retainage |

Data Through Date: 30 August 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|-----------------------------------|------------------|-------------------------|---|
| LAND PURCHASE | \$407,912,774.76 | \$407,912,774.76 | \$0.00 | Land Purchase |
| CH2M HILL ENGINEERS INC | \$153,344,991.12 | \$123,214,129.25 | \$30,130,861.87 | Project & Construction Management |
| HOUSTON-MOORE GROUP LLC | \$94,554,195.48 | \$75,065,896.64 | \$19,488,298.84 | Engineering Services |
| INDUSTRIAL BUILDERS INC | \$63,757,021.16 | \$63,259,284.16 | \$497,737.00 | 2nd St N Pump Station Project and 2nd St Floodwall, South of Pu |
| ARMY CORP OF ENGINEERS | \$53,183,800.00 | \$53,183,800.00 | \$0.00 | Local Share |
| NORTH DAKOTA PUBLIC FINANCE AUTHORIT | \$43,155,820.00 | \$43,155,820.00 | \$0.00 | Debt Service |
| RICHLAND-WILKIN JPA | \$35,000,000.00 | \$35,000,000.00 | \$0.00 | Economic Impact Relief Fund |
| OHNSTAD TWICHELL PC | \$24,251,872.35 | \$24,251,872.35 | \$0.00 | Legal Services |
| KEY CONTRACTING INC | \$23,141,948.21 | \$23,141,948.21 | \$0.00 | FM1413 - Oakcreek and Copperfield Court Levee |
| MEYER CONTRACTING | \$19,244,280.80 | \$19,244,280.80 | \$0.00 | WP-43CD and Gatewell - PVD & Surcharge Installation |
| INDUSTRIAL CONTRACT SERVICES INC | \$18,419,743.64 | \$18,419,743.64 | \$0.00 | 4th St Pump Station and 2nd Street Floodwall |
| ADVANCED ENGINEERING INC | \$14,392,798.75 | \$12,938,882.39 | \$1,453,916.36 | Lands Management and Public Outreach |
| DORSEY & WHITNEY LLP | \$12,313,134.64 | \$12,313,134.64 | \$0.00 | Legal Services |
| WELLS FARGO | \$11,607,080.05 | \$11,607,080.05 | \$0.00 | Debt Service |
| DAKOTA UNDERGROUND | \$11,141,625.69 | \$11,141,625.69 | \$0.00 | Utility Relocation |
| LANDSCAPES UNLIMITED | \$11,007,612.78 | \$11,007,612.78 | \$0.00 | Golf Course Construction - Oxbow Country Club |
| OKEEFE, OBRIAN, LYSON & FOSS LTD | \$9,962,512.68 | \$9,962,512.68 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| CITY OF FARGO | \$7,957,773.86 | \$7,952,135.11 | \$5,638.75 | Utility Relocation, Accounting Svcs, Interest on Deficit Funds |
| MOORE ENGINEERING INC | \$7,674,296.91 | \$6,536,379.07 | \$1,137,917.84 | Engineering Services |
| ASHURST LLP | \$6,352,853.01 | \$6,352,853.01 | \$0.00 | PPP Legal Counsel |
| SRF CONSULTING GROUP | \$6,334,652.79 | \$3,413,999.45 | \$2,920,653.34 | Engineering Services |
| CASS RURAL WATER | \$6,286,530.21 | \$6,229,183.89 | \$57,346.32 | Utilities and Utility Relocation |
| HOUSTON ENGINEERING INC | \$6,156,272.09 | \$6,156,272.09 | \$0.00 | Engineering Services |
| NUSTAR PIPELINE OPERATING PARTNERSHIP | \$5,884,100.74 | \$5,867,251.62 | \$16,849.12 | Utility Relocation |
| ERNST & YOUNG | \$5,377,000.00 | \$5,017,370.30 | \$359,629.70 | P3 Financial Advisory Services |
| RED RIVER VALLEY ALLIANCE LLC | \$5,087,713.86 | \$5,087,713.86 | \$0.00 | P3 Developer payments |
| BRAUN INTERTEC CORP | \$4,904,648.26 | \$2,267,117.51 | \$2,637,530.75 | Materials Testing |
| CASS COUNTY GOVERNMENT | \$4,876,396.20 | \$4,876,396.20 | \$0.00 | Gravel on County Rd 17 Bypass |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| SELLIN BROS INC | \$4,575,986.99 | \$2,940,381.79 | \$1,635,605.20 | Riverwood Flood Risk Project - Construction |
| PROSOURCE TECHNOLOGIES, INC | \$3,873,908.66 | \$3,512,835.83 | \$361,072.83 | Land Acquisition Services |
| CENTURYLINK COMMUNICATIONS | \$3,743,605.33 | \$3,605,328.31 | \$138,277.02 | Utility Relocation |
| RILEY BROS | \$3,656,841.67 | \$3,656,841.67 | \$0.00 | Construction - OHB Ring Levee & WP-28A |
| MAGELLAN PIPELINE | \$3,607,000.00 | \$2,852,375.85 | \$754,624.15 | Utility Relocation |
| RED RIVER VALLEY & WESTERN RAILROAD C | \$3,589,388.46 | \$3,589,388.46 | \$0.00 | Railroad Facilities and the Rail Property |
| BNSF RAILWAY CO | \$3,585,747.80 | \$3,585,747.80 | \$0.00 | Permits for In-Town Levee Projects |
| CASS COUNTY ELECTRIC COOPERATIVE | \$3,306,855.08 | \$2,515,026.32 | \$791,828.76 | Electrical Services |
| SCHMIDT AND SONS INC. | \$3,267,557.93 | \$3,215,720.43 | \$51,837.50 | Residential Demolition in Oxbow |
| CHS INC. | \$3,049,153.37 | \$3,049,153.37 | \$0.00 | Purchase Agreement (DB-1011) |
| PLENARY AMERICAS USA LTD | \$3,000,000.00 | \$3,000,000.00 | \$0.00 | Stipend Payment for P3 RFP |
| CROWN APPRAISALS | \$2,868,730.00 | \$2,281,030.00 | \$587,700.00 | Flowage Easements Valuation and Appraisal Services |
| CASS COUNTY JOINT WATER RESOURCE DI | \$2,706,287.08 | \$2,706,287.08 | \$0.00 | O/H/B Ring Levee, DPAC, Postage, Miscellaneous |
| MINNESOTA DNR | \$2,636,755.60 | \$2,617,681.40 | \$19,074.20 | EIS Scoping and Permit Application |
| HDR ENGINEERING, INC. | \$2,574,791.12 | \$1,977,716.43 | \$597,074.69 | Engineering Services |
| PROGRAM ADVISOR SERVICES, LLC | \$2,510,982.87 | \$2,282,063.90 | \$228,918.97 | Program Consulting Services |
| AON RISK SERVICES CENTRAL INC | \$2,418,693.41 | \$2,339,756.91 | \$78,936.50 | Risk Advisory Services P3 Pre-Award |
| OXBOW, CITY OF | \$2,383,317.16 | \$2,383,317.16 | \$0.00 | OXBOW MOU - LAND ADVANCE |
| LANDWEHR CONSTRUCTION INC | \$2,304,622.16 | \$2,304,622.16 | \$0.00 | In-Town and WP-43 Demolition Contracts |
| ACONEX (NORTH AMERICA) INC | \$2,194,655.43 | \$1,731,332.52 | \$463,322.91 | Electronic Data Mgmt and Record Storage System |
| HOUGH INC | \$2,088,832.83 | \$2,088,832.83 | \$0.00 | Construction WP-42F.2 and Oxbow River Intake & Pumping Syst |
| EXCAVATING INC - FARGO | \$2,018,659.41 | \$2,018,659.41 | \$0.00 | Excavation and Utilities |
| URS CORPORATION | \$1,805,670.90 | \$1,805,670.90 | \$0.00 | Cultural Resources Investigations |
| XCEL ENERGY-FARGO | \$1,710,125.99 | \$1,314,125.99 | \$396,000.00 | Utility Relocation |
| REINER CONTRACTING INC | \$1,599,646.21 | \$1,599,646.21 | \$0.00 | El Zagal Flood Risk Management |
| AECOM | \$1,585,102.78 | \$1,115,667.42 | \$469,435.36 | Cultural Resources Investigations |
| ULTEIG ENGINEERS INC | \$1,540,037.09 | \$1,493,262.09 | \$46,775.00 | Land Acquisition Services |
| WAGNER CONSTRUCTION INC. | \$1,518,732.07 | \$1,417,840.62 | \$100,891.45 | Utility Relocation |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|--|
| CASS COUNTY TREASURER | \$1,479,317.64 | \$1,479,317.64 | \$0.00 | Property Taxes |
| MASTER CONSTRUCTION CO INC | \$1,451,684.14 | \$1,451,684.14 | \$0.00 | Flood Mitigation - Royal Oaks Area - Construction |
| UNITED STATES GEOLOGICAL SURVEY | \$1,332,840.00 | \$613,612.50 | \$719,227.50 | Water Level Discharge Collection & Stage Gage Installation |
| MINNKOTA POWER COOPERATIVE | \$1,256,371.90 | \$718,371.90 | \$538,000.00 | Utility Relocation |
| US BANK | \$1,205,546.13 | \$1,205,546.13 | \$0.00 | Loan Advance Debt Service Payments |
| CONSOLIDATED COMMUNICATIONS | \$1,083,958.57 | \$1,083,958.57 | \$0.00 | Utility Relocation |
| LARKIN HOFFMAN ATTORNEYS | \$1,029,660.41 | \$1,029,660.41 | \$0.00 | Legal Services |
| KPH, INC. | \$1,025,640.12 | \$1,025,640.12 | \$0.00 | WP-43D5 Construction |
| CITY OF HORACE | \$990,496.15 | \$990,496.15 | \$0.00 | Infrastructure Fund |
| CLERK OF DISTRICT COURT | \$939,044.32 | \$939,044.32 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| TERRACON CONSULTING ENGINEERS | \$887,718.41 | \$887,718.41 | \$0.00 | Materials Testing |
| SBA COMMUNICATIONS | \$851,648.91 | \$851,648.91 | \$0.00 | Utility Relocation |
| BANK OF NORTH DAKOTA | \$814,036.80 | \$814,036.80 | \$0.00 | Legal review fees |
| SPRINT COMMUNICATIONS COMPANY L.P. | \$812,034.58 | \$812,034.58 | \$0.00 | Fiber Optic Relocation |
| COMPASS LAND CONSULTANTS, INC | \$804,820.00 | \$643,189.43 | \$161,630.57 | Property Appraisal Services |
| UNITED STATES ENVIRONMENTAL PROTECTI | \$767,386.35 | \$767,386.35 | \$0.00 | WIFIA LOAN APPLCATION FEE |
| BORDER STATES PAVING, INC | \$762,980.64 | \$762,980.64 | \$0.00 | Street repairs |
| CC STEEL, LLC | \$755,550.09 | \$755,550.09 | \$0.00 | Lift Station Improvements |
| DAKOTA CARRIER NETWORK | \$727,348.58 | \$727,348.58 | \$0.00 | Utility Relocation |
| PATCHIN MESSNER VALUATION COUNSELORS | \$687,462.50 | \$490,383.75 | \$197,078.75 | Property Appraisal Services |
| ERIK R JOHNSON & ASSOCIATES | \$686,572.23 | \$686,572.23 | \$0.00 | Legal Services |
| METROPOLITAN COUNCIL OF GOVERNMENTS | \$637,390.01 | \$637,390.01 | \$0.00 | Digital Aerial Photography |
| NEON LOON COMMUNICATIONS, LLC | \$636,719.00 | \$390,302.78 | \$246,416.22 | Communications Support |
| CLAY COUNTY AUDITOR | \$625,224.50 | \$625,224.50 | \$0.00 | Property Taxes - MN |
| NDSU BUSINESS OFFICE-BOX 6050 | \$606,145.00 | \$570,626.84 | \$35,518.16 | Ag Risk Study Services |
| LTP ENTERPRISES INC. | \$595,512.00 | \$348,142.00 | \$247,370.00 | Test Holes and Test Well Drilling |
| DUCKS UNLIMITED | \$587,180.00 | \$587,180.00 | \$0.00 | Wetland Mitigation Credits |
| AT&T | \$586,269.60 | \$586,269.60 | \$0.00 | Utility Relocation |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|---|
| C THREE MEDIA, LLC | \$541,275.02 | \$391,133.75 | \$150,141.27 | Videography Services |
| LINSCO, INC. | \$534,003.11 | \$534,003.11 | \$0.00 | House Demo and Removal |
| MIDCONTINENT COMMUNICATIONS | \$531,170.41 | \$531,170.41 | \$0.00 | Utility Relocation |
| RED RIVER BASIN COMMISSION | \$501,000.00 | \$501,000.00 | \$0.00 | Retention Projects - Engineering Services |
| HOFFMAN & MCNAMARA CO. | \$491,334.67 | \$491,334.67 | \$0.00 | General Landscaping and Planting (WP-42G) |
| JT LAWN SERVICE LLC | \$479,693.50 | \$267,487.00 | \$212,206.50 | Mowing and weed control |
| BUFFALO-RED RIVER WATERSHED DISTRICT | \$475,413.32 | \$475,413.32 | \$0.00 | Retention Projects - Engineering Services |
| RICK ELECTRIC INC | \$455,200.00 | \$455,200.00 | \$0.00 | Riverwood Flood Risk Project - Electrical |
| RED RIVER VALLEY COOPERATIVE ASSOC | \$451,518.07 | \$451,518.07 | \$0.00 | Electricity - Home Buyouts |
| ROBERT TRENT JONES | \$440,431.73 | \$440,431.73 | \$0.00 | Oxbow MOU - Golf Course Consulting Agreement |
| ANKURA CONSULTING GROUP LLC | \$420,624.34 | \$420,624.34 | \$0.00 | Scheduling Services |
| WATTS AND ASSOCIATES, INC. | \$400,000.00 | \$399,463.07 | \$536.93 | Crop insurance product development services |
| BEAVER CREEK ARCHAEOLOGY | \$396,970.25 | \$369,370.25 | \$27,600.00 | Engineering Services |
| MOODYS INVESTORS SERVICE, INC. | \$382,375.00 | \$382,375.00 | \$0.00 | WIFIA loan fees |
| MBA | \$380,636.36 | \$380,636.36 | \$0.00 | Golf course and pump house - Oxbow Country Club |
| MVM CONTRACTING | \$339,448.03 | \$339,448.03 | \$0.00 | Fiber Relocation |
| SWANSON HEALTH PRODUCTS, INC. | \$337,059.00 | \$337,059.00 | \$0.00 | FM1471 - Storm Lift Stations #55 and #56 - Drain 27 |
| INTEGRA REALTY RESOURCES | \$320,750.00 | \$260,725.00 | \$60,025.00 | Property Appraisal Services |
| DFI BRIDGE CORPORATION | \$316,211.21 | \$316,211.21 | \$0.00 | Bridge Construction - Oxbow Country Club |
| FEDERAL STEEL SUPPLY, INC. | \$307,378.00 | \$307,378.00 | \$0.00 | OHB - 42 inch steel pipe |
| DIRT DYNAMICS | \$301,332.37 | \$301,332.37 | \$0.00 | HD18A1 - Oakcreek, Copperfield & Univerisy - Demo |
| GARY KILLEBREW | \$279,500.00 | \$279,500.00 | \$0.00 | Project Manager Services - Oxbow Country Club |
| TURMAN & LANG | \$277,139.55 | \$277,139.55 | \$0.00 | Legal Services |
| JR FERCHE INC. | \$277,004.58 | \$277,004.58 | \$0.00 | Water System Improvements |
| 702 COMMUNICATIONS | \$266,892.07 | \$266,892.07 | \$0.00 | Utility Relocation |
| CDM SMITH INC. | \$255,000.00 | \$0.00 | \$255,000.00 | Financial Dispute Resolution Board |
| PLEASANT TOWNSHIP | \$249,674.79 | \$249,674.79 | \$0.00 | Building Permit Application |
| FORUM COMMUNICATIONS | \$249,597.90 | \$249,597.90 | \$0.00 | Advertising Services |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|------------------------------------|-----------------------------------|--------------|-------------------------|---|
| PR FOR GOOD, INC | \$242,482.28 | \$242,482.28 | \$0.00 | Communications Support Services |
| FREDRIKSON & BYRON, PA | \$241,881.28 | \$241,881.28 | \$0.00 | Lobbying Services |
| TINJUM APPRAISAL COMPANY, INC. | \$240,600.00 | \$112,100.00 | \$128,500.00 | Property Appraisal Services |
| NORTHERN IMPROVEMENT COMPANY | \$235,531.95 | \$235,531.95 | \$0.00 | CR-17 asphalt paving |
| DAWSON INSURANCE AGENCY | \$232,155.45 | \$232,155.45 | \$0.00 | Property Insurance - Home Buyouts |
| GRAY PANNELL & WOODWARD LLP | \$231,300.68 | \$231,300.68 | \$0.00 | Legal Services |
| APEX ENGINEERING GROUP INC | \$227,256.79 | \$227,256.79 | \$0.00 | Engineering |
| WILLIAM D. SCEPANIAK, INC. | \$226,235.21 | \$226,235.21 | \$0.00 | ROADWAY RESHAPING & AGGREGATE SURFACING |
| KLJ ENGINEERING, LLC | \$214,861.40 | \$214,861.40 | \$0.00 | Lift Station Improvements |
| GA GROUP, PC | \$204,229.32 | \$188,229.32 | \$16,000.00 | Government Relations |
| AMERICAN ENTERPRISES, INC. | \$200,281.00 | \$200,281.00 | \$0.00 | Construction/Demolition |
| CITY OF OXBOW MOU | \$200,000.00 | \$200,000.00 | \$0.00 | Oxbow Park Relocation MOU Amendment |
| EXECUTIVE MANAGEMENT SYSTEMS, INC. | \$196,763.96 | \$196,763.96 | \$0.00 | Executive Coaching |
| SERKLAND LAW FIRM | \$189,803.71 | \$189,803.71 | \$0.00 | Legal services |
| FUSION AUTOMATION INC. | \$186,547.93 | \$186,547.93 | \$0.00 | Electrical |
| MAPLETON, CITY OF | \$179,605.00 | \$87,870.22 | \$91,734.78 | Prelim Engineering Services |
| SPRINGSTED INCORPORATED | \$178,010.15 | \$178,010.15 | \$0.00 | Financial Advisor |
| KADRMAS LEE & JACKSON, INC. | \$176,164.00 | \$176,164.00 | \$0.00 | Engineering Services |
| MUNICIPAL AIRPORT AUTHORITY | \$166,981.00 | \$166,981.00 | \$0.00 | Easement for Airport |
| SOIL BORINGS | \$166,232.50 | \$166,232.50 | \$0.00 | Soil Borings |
| RED RIVER COMMUNICATIONS | \$160,943.20 | \$0.00 | \$160,943.20 | Fiber Relocation |
| LANDVEST, INC. | \$160,000.00 | \$0.00 | \$160,000.00 | Appraisal services |
| PFM PUBLIC FINANCIAL MANAGEMENT | \$146,460.00 | \$146,460.00 | \$0.00 | Financial Advisor |
| S&P GLOBAL RATINGS | \$145,625.00 | \$145,625.00 | \$0.00 | Ratings Evaluation Service |
| DAILY NEWS | \$143,075.16 | \$143,075.16 | \$0.00 | Advertising Services |
| CHAPMAN AND CUTLER | \$140,000.00 | \$140,000.00 | \$0.00 | Legal Services |
| EIDE BAILLY LLP | \$139,270.75 | \$128,772.00 | \$10,498.75 | Audit Services |
| QUANTUM SPATIAL, INC. | \$139,061.35 | \$139,061.35 | \$0.00 | Digital Aerial Photography |

Data Through Date: 30 August 2024

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------|--|-------------------|--------------------------------|------------------------------------|
| FUGRO USA LAND, INC. | \$130,396.52 | \$130,396.52 | \$0.00 | Digital Aerial Photography |
| MARCO TECHNOLOGIES | \$125,554.72 | \$88,179.10 | \$37,375.62 | IT Services |
| BALLARD SPAHR | \$121,500.00 | \$121,500.00 | \$0.00 | Fiscal Agent |
| SENTRY SECURITY, INC. | \$121,212.85 | \$121,212.85 | \$0.00 | Security Services |
| AFFINITEXT INC | \$118,630.00 | \$74,413.20 | \$44,216.80 | Document Management Services |
| ENVENTIS | \$115,685.62 | \$115,685.62 | \$0.00 | Utility Relocation |
| GE BOCK REAL ESTATE, LLC | \$112,590.00 | \$112,590.00 | \$0.00 | Property Appraisal Services |
| OXBOW COUNTRY CLUB | \$110,391.68 | \$110,391.68 | \$0.00 | Golf Course - Oxbow |
| JORGE PAGAN | \$109,500.00 | \$109,500.00 | \$0.00 | Appraisal services |
| MAPLETON TOWNSHIP | \$108,030.00 | \$108,030.00 | \$0.00 | Lost tax revenue and attorney fees |
| DAVID CLARDY | \$105,215.05 | \$105,215.05 | \$0.00 | Home buyouts - easement |

151 Vendors

Report Totals:

\$1,190,880,394.81

\$1,121,952,620.33

\$68,927,774.48

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: 30 August 2024

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|------------|--------------------|-------------------------|--------------------------------|--------------------|---------------------|
| | 10 | 0 | 0 | 0% | 10 | \$0 |
| UMA-W2 | 10 | 0 | 0 | 0% | 10 | \$0 |
| BIOGEO | 430 | 262 | 131 | 91% | 37 | \$1,515,551 |
| BIOGEO | 299 | 261 | 1 | 88% | 37 | \$742,116 |
| HC | 131 | 1 | 130 | 100% | 0 | \$773,435 |
| CHANNEL | 718 | 498 | 219 | 100% | 1 | \$99,121,404 |
| ENV | 1 | 0 | 0 | 0% | 1 | \$0 |
| HC | 267 | 48 | 219 | 100% | 0 | \$3,561,966 |
| LAP01 | 116 | 116 | 0 | 100% | 0 | \$7,872,311 |
| LAP02 | 95 | 95 | 0 | 100% | 0 | \$13,522,797 |
| LAP03 | 81 | 81 | 0 | 100% | 0 | \$23,021,827 |
| LEGACY | 157 | 157 | 0 | 100% | 0 | \$51,141,254 |
| SheyMit | 1 | 1 | 0 | 100% | 0 | \$1,250 |
| DOWNSTREAM | 7 | 0 | 7 | 100% | 0 | \$0 |
| HC | 7 | 0 | 7 | 100% | 0 | \$0 |
| Habitat Improvem | 22 | 6 | 0 | 27% | 16 | \$2,000 |
| ENV | 5 | 5 | 0 | 100% | 0 | \$0 |
| Habitat_Shey | 17 | 1 | 0 | 6% | 16 | \$2,000 |
| MOBILITY | 123 | 0 | 1 | 1% | 122 | \$0 |
| DA_MOB37_MN | 51 | 0 | 0 | 0% | 51 | \$0 |
| DA_MOB37_ND | 19 | 0 | 0 | 0% | 19 | \$0 |
| DA_MOB38TH | 52 | 0 | 0 | 0% | 52 | \$0 |
| HC | 1 | 0 | 1 | 100% | 0 | \$0 |

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: 30 August 2024

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|-----------------------------|--------------|-----------------|----------------------|--------------------------|-----------------|----------------------|
| SEAILAND | 529 | 472 | 52 | 99% | 5 | \$101,727,941 |
| DRAIN 27 | 41 | 41 | 0 | 100% | 0 | \$22,734,106 |
| HC | 60 | 8 | 52 | 100% | 0 | \$458,806 |
| LEGACY | 136 | 136 | 0 | 100% | 0 | \$23,231,467 |
| SE_I29 | 11 | 11 | 0 | 100% | 0 | \$6,072,658 |
| SE-1 | 20 | 20 | 0 | 100% | 0 | \$6,259,028 |
| SE-1B | 6 | 6 | 0 | 100% | 0 | \$0 |
| SE-2A | 11 | 11 | 0 | 100% | 0 | \$3,968,287 |
| SE-2B | 84 | 84 | 0 | 100% | 0 | \$13,697,586 |
| SE-3 | 12 | 8 | 0 | 67% | 4 | \$1,009,802 |
| SE-4 | 70 | 69 | 0 | 99% | 1 | \$11,445,809 |
| SE-5 | 24 | 24 | 0 | 100% | 0 | \$1,406,309 |
| SE-INLET | 7 | 7 | 0 | 100% | 0 | \$2,952,107 |
| SE-RRCS | 37 | 37 | 0 | 100% | 0 | \$8,053,018 |
| SE-WRCS | 10 | 10 | 0 | 100% | 0 | \$438,958 |
| Sheyenne Mitigatio | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| SheyMit | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| WP36 | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WRDAM | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WP38 | 1,035 | 374 | 375 | 72% | 286 | \$109,870,173 |
| HC | 379 | 4 | 375 | 100% | 0 | \$1,283,123 |
| LEGACY | 4 | 4 | 0 | 100% | 0 | \$193,142 |
| UMA | 576 | 365 | 0 | 63% | 211 | \$108,376,754 |
| UMA-C | 59 | 0 | 0 | 0% | 59 | \$0 |
| UMA-W | 14 | 1 | 0 | 7% | 13 | \$17,153 |
| UMA-W2 | 3 | 0 | 0 | 0% | 3 | \$0 |
| WP40 | 18 | 8 | 10 | 100% | 0 | \$48,923 |
| DRAYTON | 7 | 7 | 0 | 100% | 0 | \$48,923 |
| HC | 10 | 0 | 10 | 100% | 0 | \$0 |
| LEGACY | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP42 | 66 | 49 | 4 | 80% | 13 | \$37,850,061 |
| HC | 4 | 0 | 4 | 100% | 0 | \$0 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$18,014,935 |
| WP42 | 56 | 43 | 0 | 77% | 13 | \$19,835,126 |

METRO FLOOD DIVERSION AUTHORITY

Data Through Date: 30 August 2024

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|--------------|--------------------|-------------------------|--------------------------------|--------------------|----------------------|
| WP43 | 267 | 121 | 146 | 100% | 0 | \$80,370,769 |
| Non-OIN Hard Land Cost | 0 | 0 | 0 | 0% | 0 | \$22,598,547 |
| HC | 147 | 1 | 146 | 100% | 0 | \$500 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$3,589,519 |
| WP43A | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP43B | 11 | 11 | 0 | 100% | 0 | \$2,505,237 |
| WP43C | 74 | 74 | 0 | 100% | 0 | \$45,142,769 |
| WP43D | 14 | 14 | 0 | 100% | 0 | \$5,271,226 |
| WP43D5 | 5 | 5 | 0 | 100% | 0 | \$1,175,055 |
| WP43G | 9 | 9 | 0 | 100% | 0 | \$87,915 |
| Totals | 3,230 | 1,793 | 945 | 85% | 492 | \$430,511,322 |

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

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

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

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|---|---------------|-----------------------|-----------------|------------------------------------|-----------------|------------------------------|
| Land Purchases | | 182,733,670.72 | - | 2,563,701.41 | (9,489,354.11) | 175,835,018.02 |
| 5515 174th St SE. Christine, ND Section 12-136N-49W, Richland County, ND | 2/29/2024 | 962,175.56 | | | | |
| Part of SW 1/4 29-137-48 Clay County MN | 2/8/2024 | 221,165.40 | | | | |
| Part of the SW 1/4 SE 1/4 34-137-48 Clay County MN | 2/29/2024 | 210,070.00 | | | | |
| SW 1/4 Sec 5-137N-48W Holy Cross Clay County MN | 4/11/2024 | 225,877.76 | | | | |
| Part of the South Half of the Northeast Quarter of Section 29, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota | 4/11/2024 | 391,183.71 | | | | |
| 31 137N 48W, Holy Cross Twp. Clay County, MN | 5/2/2024 | 408,266.15 | | | | |
| NE 1/4 Section 12, Pleasant Township, Cass County, ND | 5/2/2024 | 1,082,367.99 | | | | |
| Government Lot One, of Section Thirteen, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situated in the County of Clay and the State of Minnesota | 5/30/2024 | 302,260.08 | | | | |
| That part of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota | 8/1/2024 | 2,002,907.00 | | | | |
| The South 40.00 feet of the West Half of Auditor's Lot 5 of the Southwest Quarter of Section 34, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 20.50 feet thereof. | 8/1/2024 | 1,653,155.00 | | | | |
| Lots 3 and 4, Block 1, Klitzke Brothers, Section 7, Township 137 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota | 8/29/2024 | 783,275.00 | | | (4,856.62) | |
| A tract of land located in the Northeast Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian situated in the County of Cass and the State of North Dakota | 8/29/2024 | 869,241.87 | | | | |
| | | <u>382,824,671.02</u> | - | 39,880,699.23 | (19,855,313.48) | 402,850,056.77 |
| | | | | Property Management Expense | | 6,914,431.22 |
| | | | | Grand Total | \$ | <u>409,764,487.99</u> |

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

| Vcode # | Vendor Name | Descriptions | Contract Amount | Amount Paid |
|----------------|-----------------------------|--|--------------------------|--------------------------|
| V02801 | Industrial Builders | WP42.A2 - 2nd Street North Pump Station | \$ 8,696,548.46 | \$ 8,696,548.46 |
| V02802 | Terracon Consulting | WP-42 (In Town Levees) Materials Testing | \$ 884,070.41 | \$ 884,070.41 |
| V02803 | Consolidated Communications | 2nd Street Utility Relocation | \$ 1,178,781.73 | \$ 1,178,781.73 |
| V02804 | 702 Communications | 2nd Street Utility Relocation | \$ 266,892.07 | \$ 266,892.07 |
| V02805 | ICS | WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S | \$ 18,365,229.13 | \$ 18,365,229.13 |
| V02806 | HMG | WP42 - Services During Construction | \$ 6,513,429.90 | \$ 6,513,429.90 |
| V02807 | CCJWRD | In-Town Levee Work | \$ 3,756,545.64 | \$ 3,756,545.64 |
| V02808 | City of Fargo | Relocation of fiber optic along 2nd Street North | \$ 397,906.52 | \$ 397,906.52 |
| V02809 | AT & T | 2nd Street Utility Relocation | \$ 586,269.60 | \$ 586,269.60 |
| V02811 | Xcel Energy | 2nd Street & 4th Street Utility Relocations | \$ 769,791.73 | \$ 769,791.73 |
| V02812 | Industrial Builders | WP-42F.1S - 2nd Street North Floodwall, South of Pump Station | \$ 16,720,591.15 | \$ 16,720,591.15 |
| V02813 | Landwehr Construction | Park East Apartments Demolition | \$ 1,169,651.74 | \$ 1,169,651.74 |
| V02814 | Primoris Aevenia | 2nd Street Utility Relocation | \$ 16,230.00 | \$ 16,230.00 |
| V02815 | Centurylink Communications | 2nd Street Utility Relocation | \$ 2,660,937.92 | \$ 2,660,937.92 |
| V02816 | Landwehr Construction | WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo | \$ 907,999.08 | \$ 907,999.08 |
| V02817 | Reiner Contracting, Inc | WP-42H.2 - El Zagal Area Flood Risk Management | \$ 1,599,646.21 | \$ 1,599,646.21 |
| V02818 | Industrial Builders | WP-42I.1 - Mickelson Levee Extension | \$ 738,880.50 | \$ 738,880.50 |
| V02819 | Industrial Builders | WP42F.1N - 2nd Street North | \$ 13,362,906.82 | \$ 13,362,906.82 |
| V02820 | CH2M Hill | WP42 - Construction Management Services | \$ 851,775.30 | \$ 851,775.30 |
| V02821 | Hough Incorporated | WP42F.2 - 2nd Street South | \$ 1,639,524.33 | \$ 1,639,524.33 |
| V02822 | City of Fargo | COF - 2016 O&M on Lifts | \$ 406,921.54 | \$ 406,921.54 |
| V02823 | Hoffman & McNamara | WP-42G General Landscaping and Planting | \$ 491,334.67 | \$ 491,334.67 |
| V02824 | City of Fargo | COF – In-Town Flood Protection Debt Payments | \$ 35,654,235.00 | \$ 35,654,235.00 |
| V01703 | Various | In-Town Property Purchases | \$ 21,176,116.94 | \$ 19,958,677.43 |
| V02825 | Industrial Builders | WP-42E - 2nd Street South and Main Avenue Flood Mitigation | \$ 8,632,103.73 | \$ 8,632,103.73 |
| V02826 | City of Fargo | In-Town Levee Maintenance | \$ 8,823.82 | \$ 8,823.82 |
| V054XX | City of Fargo | In-Town Complementary Work - Reimbursements | \$ 39,289,243.78 | \$ 39,289,243.78 |
| | | | \$ 186,742,387.72 | \$ 185,524,948.21 |

**Legacy Bond Fund Balance Report
As of 08/31/2024**

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 130,425,058.44

| Funds Requested | | | | | |
|------------------------|-------------------------|-------------------------|--------------------------|-------------------------|--------------------------|
| | 2021 | 2022 | 2023 | 2024 | Total |
| January | \$ - | \$ 2,942,906.60 | \$ 9,981,188.76 | \$ 6,088,699.53 | \$ 19,012,794.89 |
| February | \$ - | \$ 4,564,036.17 | \$ 8,921,227.42 | \$ 9,838,208.63 | \$ 23,323,472.22 |
| March | \$ - | \$ 5,302,899.35 | \$ 17,730,945.56 | \$ 14,687,498.12 | \$ 37,721,343.03 |
| April | \$ - | \$ 1,472,504.37 | \$ 11,046,323.21 | \$ 5,988,392.71 | \$ 18,507,220.29 |
| May | \$ - | \$ 1,450,140.38 | \$ 4,548,883.57 | \$ 12,454,283.82 | \$ 18,453,307.77 |
| June | \$ - | \$ 4,423,864.76 | \$ 14,466,204.50 | \$ 5,422,661.00 | \$ 24,312,730.26 |
| July | \$ - | \$ 2,663,992.40 | \$ 3,974,515.98 | \$ 21,445,843.31 | \$ 28,084,351.69 |
| August | \$ 5,059,974.19 | \$ 13,491,974.29 | \$ 13,633,750.92 | \$ - | \$ 32,185,699.40 |
| September | \$ 2,970,327.95 | \$ 8,406,666.33 | \$ 965,586.18 | \$ - | \$ 12,342,580.46 |
| October | \$ 6,089,707.34 | \$ 4,618,116.80 | \$ 23,248,333.49 | \$ - | \$ 33,956,157.63 |
| November | \$ 6,415,461.09 | \$ 11,768,061.46 | \$ 8,921,783.21 | \$ - | \$ 27,105,305.76 |
| December | \$ 6,854,966.95 | \$ 17,496,559.97 | \$ 11,695,525.26 | \$ - | \$ 36,047,052.18 |
| Total | \$ 27,390,437.51 | \$ 78,601,722.88 | \$ 129,134,268.06 | \$ 75,925,587.12 | \$ 311,052,015.57 |

| Funds Received | | | | | |
|-----------------------|-------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| May 2022 | \$ 27,390,437.51 | | | | \$ 27,390,437.51 |
| Jul 2022 | | \$ 12,809,842.12 | | | \$ 12,809,842.12 |
| Sep 2022 | | \$ 7,346,509.51 | | | \$ 7,346,509.51 |
| Dec 2022 | | \$ 29,180,749.82 | | | \$ 29,180,749.82 |
| Jan 2023 | | | \$ 29,264,621.43 | | \$ 29,264,621.43 |
| Apr 2023 | | | \$ 18,902,416.18 | | \$ 18,902,416.18 |
| Aug 2023 | | | \$ 47,792,356.84 | | \$ 47,792,356.84 |
| Nov 2023 | | | \$ 18,573,853.08 | | \$ 18,573,853.08 |
| Feb 2024 | | | | \$ 43,865,641.96 | \$ 43,865,641.96 |
| May 2024 | | | | \$ 30,614,406.28 | \$ 30,614,406.28 |
| Jun 2024 | | | | \$ 18,442,676.53 | \$ 18,442,676.53 |
| Aug 2024 | | | | \$ 20,891,430.30 | \$ 20,891,430.30 |
| | | | | \$ - | \$ - |
| Total | \$ 27,390,437.51 | \$ 49,337,101.45 | \$ 114,533,247.53 | \$ 113,814,155.07 | \$ 305,074,941.56 |

State Revolving Fund (SRF) Status Report
As of 08/31/2024

| | | |
|------------------------------------|-----------|----------------------|
| Total Authorized | \$ | 51,634,000.00 |
| Funds Received to Date | \$ | 15,994,808.35 |
| Available Balance Remaining | \$ | 35,639,191.65 |

| Funds Requested | | | |
|----------------------------|----------------------------------|-------------------------|-----------------------|
| Draw Request Number | Period Covered | Amount | Date Submitted |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 19-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 17-Jan-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 03-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 25-Jul-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 24-Oct-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 07-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 23-May-24 |
| 8 | 1-Jan 2024 through 31-May 2024 | \$ 2,561,881.66 | 25-Jul-24 |
| 9 | 1-June 2024 through 30-June 2024 | \$ 1,217,202.33 | 26-Aug-24 |
| 10 | | | |
| | | \$ 17,212,010.68 | |

| Funds Received | | | |
|----------------------------|---------------------------------|-------------------------|----------------------|
| Draw Request Number | Period Covered | Amount | Date Received |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 23-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 10-Feb-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 21-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 21-Aug-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 08-Nov-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 22-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 06-Jun-24 |
| 8 | 1-Jan 2024 through 31-May 2024 | \$ 2,561,881.66 | 26-Aug-24 |
| Total | | \$ 15,994,808.35 | |



Diversion Authority Finance Committee Meeting

September 25, 2024

Cash Budget Report

Annual Revenue Status



| Revenue Sources | 2024 Approved Budget (Thousands) | Current Month (Thousands) | Fiscal Year To Date (Thousands) |
|--------------------------------------|-------------------------------------|------------------------------|------------------------------------|
| City of Fargo Sales Tax | \$44,000 | \$4,912 | \$28,817 |
| Cass County Sales Tax | \$22,000 | \$2,500 | \$14,381 |
| State of ND - Legacy Bond Fund Draws | \$118,891 | \$20,891 | \$69,948 |
| State of ND - SRF | \$15,000 | \$2,562 | \$6,405 |
| Financing Proceeds | \$7,500 | \$10 | \$6,854 |
| Reimbursements | \$25 | \$0 | \$0 |
| Sales of Assets | \$1,000 | \$2 | \$443 |
| Property Income | \$500 | \$3 | \$19 |
| Miscellaneous | \$100 | \$0 | \$1 |
| Horace Infrastructure Escrow Account | \$4,298 | \$0 | \$0 |
| BRRWD Escrow Account | \$3,000 | \$0 | \$0 |
| MIT Inter-Fund Transfers | \$0 | \$138 | \$1,109 |
| Total Revenue Sources | \$216,314 | \$31,018 | \$127,977 |



Overall Status – Level 1 Summary

Data Through Date: Friday, August 30, 2024

| Schedule Budget Categories (Non-Federal Work) | OVERALL PROGRAM FINANCIAL PLAN (\$MM) | | | CURRENT FISCAL YEAR | | |
|---|---------------------------------------|---------------------|------------------|----------------------|---------------------|----------------------|
| | Program EAC | Actual Cost to Date | Program ETC | FY 2024 Budget | FY 2024 Cost | FY Remaining |
| CHANNEL / P3 | \$96.4 | \$61.7 | \$34.7 | \$14,528,000 | \$7,537,472 | \$6,990,528 |
| MILESTONE PAYMENTS TO THE DEVELOPER | \$867.0 | \$1.2 | \$865.8 | \$34,854,159 | \$1,182,755 | \$33,671,404 |
| OTHER MITIGATION / CONSTRUCTION | \$39.5 | \$36.2 | \$3.3 | \$800,000 | \$245,497 | \$554,503 |
| ND / MN RIVER STAGE 37' PROJECTS | \$213.3 | \$167.8 | \$45.5 | \$28,700,000 | \$7,631,234 | \$21,068,766 |
| LANDS AND IMPACTED PROPERTY MITIGATION | \$571.7 | \$488.9 | \$82.8 | \$64,000,000 | \$52,036,536 | \$11,963,464 |
| ENGINEERING & DESIGN FEES | \$98.5 | \$63.0 | \$35.5 | \$8,315,850 | \$4,692,548 | \$3,623,302 |
| PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT | \$165.4 | \$118.7 | \$46.7 | \$19,790,200 | \$11,349,949 | \$8,440,251 |
| DA CONSTRUCTION CONTINGENCY | \$163.9 | \$4.1 | \$159.8 | \$5,040,841 | \$383,757 | \$4,657,084 |
| 3RD PARTY MOU MITIGATION | \$153.4 | \$72.6 | \$80.9 | \$32,920,677 | \$5,089,181 | \$27,831,496 |
| NET CURRENT INTEREST / FINANCING FEES PAID | \$75.7 | \$55.5 | \$20.2 | \$6,300,000 | \$5,461,886 | \$838,114 |
| P3 RESERVE FUND | \$16.1 | \$0.0 | \$16.1 | \$0 | \$0 | \$0 |
| WIFIA/ SRF DSRA FUNDING | \$15.1 | \$0.0 | \$15.1 | \$0 | \$0 | \$0 |
| DA PAYMENT TO USACE | \$70.7 | \$53.2 | \$17.5 | \$0 | \$0 | \$0 |
| DA O&M (PRE-SC) | \$14.9 | \$0.4 | \$14.5 | \$200,000 | \$84,119 | \$115,881 |
| DEBT TRANSFERS TOTAL | \$330.3 | \$2.7 | \$177.3 | \$864,000 | \$652,163 | \$211,837 |
| Report Totals | \$2,892.0 | \$1,125.9 | \$1,615.8 | \$216,313,727 | \$96,347,098 | \$119,966,629 |



Overall Status – Level 2 Detail

Data Through Date: Friday, August 30, 2024

| Schedule Budget Categories (Non-Federal Work) | Program Level (Millions) | | | Fiscal Year | | |
|---|--------------------------|--------------|-------------------|----------------|--------------|-------------------|
| | Financial Plan | Cost to Date | Balance Remaining | FY Budget 2024 | Cost to Date | Balance Remaining |
| Program Execution | | | | | | |
| Channel / P3 | \$96.40 | \$61.71 | \$34.69 | \$14,528,000 | \$7,537,472 | \$6,990,528 |
| Management, Legal, Financial, Procurement P3 | \$96.40 | \$61.71 | \$34.69 | \$14,528,000 | \$7,537,472 | \$6,990,528 |
| Milestone Payments to the Developer | \$867.05 | \$1.25 | \$865.80 | \$34,854,159 | \$1,182,755 | \$33,671,404 |
| Milestone Payments to the Developer | \$865.80 | \$0.00 | \$865.80 | \$33,671,404 | \$0 | \$33,671,404 |
| Non-Contingency Change Events | \$1.25 | \$1.25 | \$0.00 | \$1,182,755 | \$1,182,755 | \$0 |
| Other Mitigation / Construction | \$39.51 | \$36.22 | \$3.28 | \$800,000 | \$245,497 | \$554,503 |
| WP-26 Diversion Inlet | \$0.07 | \$0.07 | \$0.00 | \$0 | \$0 | \$0 |
| WP-27 Red River - West Embankment | \$0.00 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| WP-28 - Cass County Road 16 and 17 Bridge | \$1.90 | \$1.62 | \$0.28 | \$0 | \$0 | \$0 |
| WP-29 Red River - East Embankment | \$0.00 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| WP-30 Wild Rice River Control Structure | \$0.00 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| WP-31 I-29 Grade Raise | \$3.20 | \$2.86 | \$0.34 | \$0 | \$0 | \$0 |
| WP-35 Red River Control Structure | \$0.00 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| WP-43 Oxbow-Hickson-Bakke | \$31.04 | \$28.50 | \$2.54 | \$800,000 | \$0 | \$800,000 |
| WP-50 Phase II Demo | \$3.30 | \$3.18 | \$0.12 | \$0 | \$245,497 | (\$245,497) |
| ND / MN River Stage 37' Projects | \$213.30 | \$167.76 | \$45.54 | \$28,700,000 | \$7,631,234 | \$21,068,766 |
| WP-42 In-Town Levees | \$91.00 | \$90.48 | \$0.52 | \$0 | \$0 | \$0 |
| Fargo- River Stage 37' Projects | \$107.30 | \$77.28 | \$30.02 | \$28,700,000 | \$7,631,234 | \$21,068,766 |
| Clay County - River Stage 37' Projects | \$6.00 | \$0.00 | \$6.00 | \$0 | \$0 | \$0 |
| Cass County - River stage 37' Projects | \$9.00 | \$0.00 | \$9.00 | \$0 | \$0 | \$0 |
| Lands and Impacted Property Mitigation | \$571.70 | \$488.89 | \$82.81 | \$64,000,000 | \$52,036,536 | \$11,963,464 |
| Management, Legal, Financial, Procurement Lands | \$87.20 | \$48.50 | \$38.70 | \$7,250,000 | \$3,735,934 | \$3,514,066 |
| Diversion Channel & Assoc. Infrastructure | \$100.62 | \$99.23 | \$1.39 | \$100,000 | \$111,387 | (\$11,387) |
| Southern Embankment & Assoc. Infrastructure | \$73.03 | \$66.83 | \$6.20 | \$14,050,000 | \$15,939,817 | (\$1,889,817) |
| Mitigation & Assoc. Infrastructure | \$110.01 | \$108.42 | \$1.59 | \$100,000 | \$1,100,982 | (\$1,000,982) |
| WP-38 Upstream Staging | \$161.84 | \$127.89 | \$33.95 | \$42,500,000 | \$31,148,416 | \$11,351,584 |
| In-Town Flood Protection | \$39.00 | \$38.02 | \$0.98 | \$0 | \$0 | \$0 |



Overall Status – Level 2 Detail

Data Through Date: Friday, August 30, 2024

| Schedule Budget Categories (Non-Federal Work) | Program Level (Millions) | | | Fiscal Year | | |
|---|--------------------------|--------------|-------------------|----------------|--------------|-------------------|
| | Financial Plan | Cost to Date | Balance Remaining | FY Budget 2024 | Cost to Date | Balance Remaining |
| Non-Construction | | | | | | |
| Engineering & Design Fees | \$98.50 | \$63.01 | \$35.49 | \$8,315,850 | \$4,692,548 | \$3,623,302 |
| Management, Legal, Financial, Procurement | \$37.47 | \$24.18 | \$13.29 | \$7,550,000 | \$4,107,936 | \$3,442,064 |
| Work-In-Kind Programs (WIK) Studies | \$17.13 | \$14.80 | \$2.33 | \$280,000 | \$147,727 | \$132,273 |
| Indicative Design | \$7.19 | \$7.13 | \$0.06 | \$0 | \$0 | \$0 |
| Land, Easements, ROW, Relocation & Disposal Areas | \$0.47 | \$0.46 | \$0.01 | \$0 | \$0 | \$0 |
| Permitting | \$7.84 | \$5.20 | \$2.65 | \$35,850 | \$20,000 | \$15,850 |
| Certification | \$2.05 | \$0.00 | \$2.05 | \$0 | \$0 | \$0 |
| FMDA Detention Funding | \$3.00 | \$0.72 | \$2.28 | \$0 | \$0 | \$0 |
| Other Mitigation Projects | \$23.35 | \$10.53 | \$12.82 | \$450,000 | \$416,884 | \$33,116 |
| Prog. Management/Legal/Financial/Procurement | \$165.43 | \$118.69 | \$46.74 | \$19,790,200 | \$11,349,949 | \$8,440,251 |
| Program Management Costs | \$103.23 | \$73.00 | \$30.23 | \$9,603,000 | \$6,420,222 | \$3,182,778 |
| Diversion Authority Operations | \$11.47 | \$5.02 | \$6.45 | \$1,679,200 | \$938,467 | \$740,733 |
| Program Financial Services | \$6.52 | \$3.51 | \$3.01 | \$165,000 | \$188,035 | (\$23,035) |
| DA Legal Services | \$20.35 | \$20.56 | (\$0.21) | \$3,500,000 | \$2,387,576 | \$1,112,424 |
| CCJWRD Legal Services | \$16.86 | \$11.20 | \$5.66 | \$3,900,000 | \$985,709 | \$2,914,291 |
| Outreach Costs | \$7.00 | \$5.40 | \$1.60 | \$943,000 | \$429,941 | \$513,059 |
| DA Construction Contingency | \$163.90 | \$4.08 | \$159.82 | \$5,040,841 | \$383,757 | \$4,657,084 |
| System Wide and P3 Comp Events Contingency | \$95.90 | \$3.84 | \$92.06 | \$145,841 | \$145,841 | \$1 |
| Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency | \$17.60 | \$0.00 | \$17.60 | \$0 | \$0 | \$0 |
| Other Mitigation Projects Contingency | \$2.00 | \$0.00 | \$2.00 | \$0 | \$0 | \$0 |
| In-Town Flood Protection Contingency | \$6.80 | \$0.24 | \$6.56 | \$4,895,000 | \$237,916 | \$4,657,084 |
| Land Acquisition Contingency | \$41.60 | \$0.00 | \$41.60 | \$0 | \$0 | \$0 |



Overall Status – Level 2 Detail

Data Through Date: Friday, August 30, 2024

| Schedule Budget Categories (Non-Federal Work) | Program Level (Millions) | | | Fiscal Year | | |
|---|--------------------------|-------------------|-------------------|----------------------|---------------------|----------------------|
| | Financial Plan | Cost to Date | Balance Remaining | FY Budget 2024 | Cost to Date | Balance Remaining |
| Stakeholder Coordination | | | | | | |
| 3rd Party MOU Mitigation | \$153.41 | \$72.56 | \$80.86 | \$32,920,677 | \$5,089,181 | \$27,831,496 |
| Channel - Utility Relocations & Other Mitigation | \$35.10 | \$19.56 | \$15.54 | \$0 | \$851,649 | (\$851,649) |
| WP-40 Drayton Dam Mitigation | \$0.00 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| WP-41 Future Stream Mitigation - Surrounding Counties | \$36.00 | \$35.37 | \$0.63 | \$0 | \$0 | \$0 |
| WP-46 SEAI / UMA Utility Relos | \$27.94 | \$11.47 | \$16.47 | \$10,112,722 | \$1,049,926 | \$9,062,796 |
| WP-47 Contracted Utility Relocations | \$0.00 | \$2.22 | (\$2.22) | \$4,140,525 | \$2,199,475 | \$1,941,050 |
| WP-52 Township & City MOU Agreements | \$54.37 | \$3.94 | \$50.43 | \$18,667,430 | \$988,132 | \$17,679,298 |
| Financing | | | | | | |
| Net Current Interest / Financing Fees Paid | \$75.70 | \$55.51 | \$20.19 | \$6,300,000 | \$5,461,886 | \$838,114 |
| Net Current Interest / Financing Fees Paid | \$75.70 | \$55.51 | \$20.19 | \$6,300,000 | \$5,461,886 | \$838,114 |
| P3 Reserve Fund | \$16.10 | \$0.00 | \$16.10 | \$0 | \$0 | \$0 |
| P3 Reserve Fund | \$16.10 | \$0.00 | \$16.10 | \$0 | \$0 | \$0 |
| WIFIA/ SRF DSRA Funding | \$15.10 | \$0.00 | \$15.10 | \$0 | \$0 | \$0 |
| WIFIA/ SRF DSRA Funding | \$15.10 | \$0.00 | \$15.10 | \$0 | \$0 | \$0 |
| DA Payment to USACE | \$70.70 | \$53.16 | \$17.54 | \$0 | \$0 | \$0 |
| DA Payment to USACE | \$70.70 | \$53.16 | \$17.54 | \$0 | \$0 | \$0 |
| DA O&M (pre-SC) | \$14.90 | \$0.41 | \$14.49 | \$200,000 | \$84,119 | \$115,881 |
| DA O&M (pre-SC) | \$14.90 | \$0.41 | \$14.49 | \$200,000 | \$84,119 | \$115,881 |
| Debt Transfers Total | \$330.30 | \$2.69 | \$177.31 | \$864,000 | \$652,163 | \$211,837 |
| Debt Transfers Total WF | \$150.30 | \$0.00 | \$0.00 | \$0 | \$0 | \$0 |
| Debt Transfers Total TRIBR | \$180.00 | \$2.69 | \$177.31 | \$864,000 | \$652,163 | \$211,837 |
| Report Totals | \$2,892.00 | \$1,125.94 | \$1,615.76 | \$216,313,727 | \$96,347,098 | \$119,966,629 |

Diversion Authority Operations – Budget Summary



| Expense Category | FY2024 Budget | Cost to Date | Remaining Budget |
|------------------|--------------------|--------------------|------------------|
| Salary | \$1,164,188 | \$727,704 | \$436,484 |
| Benefits | \$326,612 | \$204,918 | \$121,694 |
| Office | \$72,200 | \$46,751 | \$25,449 |
| Other | \$87,000 | \$44,587 | \$42,413 |
| Totals * | \$1,650,000 | \$1,023,960 | \$626,040 |

* Includes pending costs



Diversion Authority Finance Committee Meeting

September 25, 2024

MOU and Agreement Actions for Consideration
John Shockley

MFDA MOUs & Agreements (Action)



| MOU Parties | Project | MOU or Agreement Cost and Summary |
|--|---|--|
| Clay County & MFDA 37-Foot MOU | Local Flood Protection and Associated Infrastructure (37-foot Road Raises) | The Clay County 37-foot Improvement MOU sets forth the roles and responsibilities for raises to specified county roadways on the north side of Moorhead that will allow the road to remain passable during comprehensive project operation. Pursuant to the terms of the MOU, the County will be responsible for designing, bidding, and constructing the road raises, with oversight and approval from the Authority. The County will require its contractor to secure insurance for the work and to indemnify the Authority. The Authority is responsible for reimbursing the County for all salaries, services, and/or related costs and expenses for surveying, land acquisition, design, construction, construction material, utilities, and inspections for the road raises. |
| North Pleasant Cemetery Association & MFDA | North Pleasant Cemetery Proposed Mitigation Project in the Upstream Mitigation Area | In accordance with the Settlement Agreement and the PRAM, the Authority adopted a Cemetery Protection Plan to identify potential impacts and mitigation measures for cemeteries within the UMA. The North Pleasant Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include potential for grass and tree damage over existing conditions due to greater depth and duration of flooding if the flooding occurs during the growing season, potential for shifting or tripping over of headstones, potential for soil and crop debris from adjacent agricultural field to wash into the Cemetery with the flood waters, necessitating clean-up not needed under existing conditions, potential for headstones tipping over or moving due to flood waters, and potential for lack of access to the Cemetery for longer periods of time due to greater duration of flooding. The Authority and Church determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include a levee/berm built to the 500-Year Flood Event, a water management and discharge system inside the berm (consisting of internal and external ditches and culvert and positive closure structure), fence removal, tree removal and replanting, and Post-Operation Debris and Clean-up (collectively, referred to as the "Project"). The Authority is responsible for initial and annual funds for the design, construction, operation, and maintenance of the Project as described in the Agreement. The Authority also agrees to pay the costs of reasonable professional fees. |

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
CLAY COUNTY, MINNESOTA**

Dated as of _____, 2024

Relating to:

A Memorandum of Understanding outlining respective roles and responsibilities for the design and construction of Road Raises in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and CLAY COUNTY, MINNESOTA, a political subdivision of the State of Minnesota (the “County”).

WHEREAS, the Authority is the local entity responsible for delivering the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, when the Comprehensive Project is operating, the Authority will allow a flow of thirty-seven (37) feet of floodwater to pass through the USGS gage at Fargo, between the Cities of Fargo and Moorhead (hereinafter the “In-town Water”); and

WHEREAS, the County has jurisdiction over roads north of Moorhead that may be inundated by the In-town Water during operation of the Comprehensive Project; and

WHEREAS, a memorandum describing the possible inundation is attached hereto as Exhibit E;

WHEREAS, due to the potential impacts from operation of the Comprehensive Project, road raises need to be constructed on those segments of the County’s roads identified on Exhibit B that may be impacted (the “Impacted Roads”); and

WHEREAS, the Authority and the County now desire to enter into this MOU to set forth their respective roles and responsibilities for the Road Raises.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

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

“100-Year Flood Event” means the flood event that has a one percent (1%) chance of being met or exceeded in any year. The 100-Year Flood Event is used to establish the regulatory floodplain boundary for the Comprehensive Project. The regulatory floodplain boundary will be updated when the Comprehensive Project is completed within an area referred to as the Revision Reach.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of Minnesota, all common law and principles of equity, and all Federal, State, and local laws

including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with enforcement, interpretation, or administration, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents, in each case whether or not having the force of law, that are applicable now or are applicable at any time to the Authority, the County, or the work described herein.

“Assignment” means the transfer and acceptance of the roles and responsibilities of a Party under this MOU to a third party.

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota.

“Authority Representative” means the individual identified in Section 14.06.

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

“Capital Improvement Plan” means the plan of the County for capital infrastructure improvements, including any Road Raises, to be completed within the jurisdiction of the County during the County’s subsequent fiscal year.

“Change Order” means a document that is signed by a Contractor and the County and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or contract times, or other revisions to the contract, issued on or after the effective date of the contract.

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

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

“Contractor” means the individual or entity with which the County has contracted for performance of the work.

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

“County Representative” means the individual identified in Section 14.06.

“Development Plan Summary Sheet” means as defined in Section 2.02 hereof.

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

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

“Engineering Consultant” means any engineering firm hired by the County to serve as the County’s engineer of record.

“Engineering Staff” means a County employee who has been designated as the County’s engineer.

“Estimated Total Project Cost” means an estimate of all costs attributed to the design and construction of a Road Raise including surveying, geotechnical investigations, utility relocations, mapping, property acquisition, legal and administrative services, design, construction, construction management, and construction inspections.

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

“FEMA” means the Federal Emergency Management Agency.

“Final Design” means the design has reached ninety-five percent (95%) completion as determined by the County.

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

“Fiscal Year” means one year beginning on January 1 and ending December 31 of each and every year of the Joint Powers Agreement.

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

“Impacted Roads” means those specific segments of roads under the jurisdiction of the County, as identified, that will be raised in accordance with this MOU.

“In-town Water” means thirty-seven (37) feet of floodwater that will be allowed to pass through the USGS gage at Fargo, between the Cities of Fargo and Moorhead, while the Comprehensive Project operates.

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

“Member Entities” means the City of Fargo, North Dakota; Cass County, North Dakota; the City of Moorhead, Minnesota; Clay County, Minnesota; and the Cass County Joint Water Resource District.

“Party” means the Authority or the County, as the context may require, and its respective legal representatives, successors, and permitted assigns.

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

“PMC” means the Program Management Consultant.

“Preliminary Design” means a design that has reached thirty-five percent (35%) completion as determined by the Authority.

“Reconstruction Standards” means the standards set forth in Exhibit C attached to this MOU.

“Revision Reach” means the Revision Reach defined in the USACE/FEMA Coordination Plan as, “The extent of the revision is defined by an effective tie-in at the upstream and downstream limits for each flooding source. An effective tie-in is obtained when the revised base flood elevations from the post-project conditions are within 0.5 feet of the pre-project conditions model at both the upstream and downstream limits.”

“Road Raise” means the construction of a raise of an Impacted Road in accordance with the technical specifications identified herein.

“Road Raise Standard” means the centerline of the Impacted Roadway is raised to be at least six (6) inches higher than the water surface elevation during a 100-Year Flood Event.

“State” means the State of Minnesota.

“TAG” means the Technical Advisory Group of the Authority.

“Total Project Budget Amount” means a budget of all costs attributed to the design and construction of a Road Raise including surveying, geotechnical investigations, utility relocations, mapping, property acquisition, legal and administrative services, design, construction,

construction management, construction materials, and construction inspections, as set forth on a Development Plan Summary Sheet. The Total Project Budget Amount includes contingency.

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

“WIFIA” means the Water Infrastructure Finance and Innovation Act program, as administered by the U.S. Environmental Protection Agency.

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

ARTICLE II. INITIAL DEVELOPMENT

Section 2.01 ESTIMATED TOTAL PROJECT COST. Following the Effective Date, the County will develop an Estimated Total Project Cost for each of the Road Raises. The Estimated Total Project Cost will be developed through the completion of a Development Plan Summary Sheet, described in the following section. The County will present the Estimated Total Project Cost and the Development Plan Summary Sheet to the Executive Director for review. Following his/her review, the Executive Director will then seek review and approval of the Estimated Total Project Cost and Development Plan Summary Sheet from the Diversion Authority Board. Once this Estimated Total Project Cost is accepted by the Diversion Authority Board, unless specifically set forth herein, the County will not seek additional budget approvals from the Diversion Authority Board.

Section 2.02 DEVELOPMENT PLAN SUMMARY SHEET.

(a) As set forth in the preceding section, the County will prepare, and update as described herein, a Development Plan Summary Sheet for each Road Raise. The Development Plan Summary Sheet, as included in Exhibit D, will include at least the following:

(1) The County's approach for procuring professional services for the design of the Road Raise, e.g., competitive procurement or use of an existing professional services contract;

(2) The estimated cost and schedule for design professional services, including any surveying, geotechnical investigations, mapping, and legal and administrative services required for the design (Line Item (A) from the Development Plan Summary Sheet);

(3) The estimated cost and schedule for property acquisition and property acquisition services (Line Items (B) + (C) from the Development Plan Summary Sheet);

(4) The estimated cost and schedule for construction (Line Item (D) from the Development Plan Summary Sheet);

(5) The estimated cost for construction professional services, including construction contract management, engineering, and inspection services, surveying, site inspections, and testing required during construction (Line Item (E) from the Development Plan Summary Sheet);

(6) Estimated Total Project Cost, which includes the total of the items in subsections (2), (3), (4), and (5);

(7) Identification and compliance with the County's adopted procurement and/or purchasing procedures;

(8) A mutually approved contingency (10%), which is based on the Estimated Total Project Cost, is applied to each Road Raise; and

(9) The Total Budget Amount, which includes the total of the items in subsections (6) and (8).

(b) Once the County has executed a professional services contract, including for construction management and inspections services; a construction contract; or amendments or Change Orders of the same, the County will update the Development Plan Summary Sheet with the name of the professional services or construction firm, the firms subcontracted to the professional services or construction firm, and the contracted values. The County will provide the updated Development Plan Summary Sheet to the Authority within fifteen (15) Business Days of the execution of the contract for professional services, of construction commencement, or of amendment or Change Order of the same, as applicable.

Section 2.03 SCOPE. The scope of the Road Raises is set forth in this MOU, and any change in that scope must be approved by the Diversion Authority Board. The County will proceed with the development of the Road Raises in accordance with the Development Plan Summary Sheets and the Joint Powers Agreement. Approval for reimbursement to the County will not be delayed provided work on the Road Raises coincides with the approved scope of such projects. The County will exercise Good Faith to ensure scope consistency.

**ARTICLE III.
CAPITAL IMPROVEMENT PLAN**

Section 3.01 ANNUAL ASSESSMENT. On an annual basis, prior to the County seeking official approval from its governing body of the annual Capital Improvement Plan, the County and the Authority’s Director of Engineering or his/her designee will mutually review and update the plan for Road Raises to be developed in the new Fiscal Year. Updates for each Road Raise will be set forth on a revised Development Plan Summary Sheet.

Section 3.02 BUDGET ADJUSTMENTS.

(a) Following the updates described in the preceding section, if the budget for the cost of a Road Raise exceeds the initial Estimated Total Project Cost determined in accordance with Section 2.01, then the County and the Authority’s Director of Engineering or his/her designee will present the updates to the Road Raise to the Finance Committee and Diversion Authority Board for review and approval. Following approval of the updates to each Road Raise, the Authority will incorporate the updated Estimated Total Project Cost for the Road Raise into the annual Authority budget for the new Fiscal Year until all Road Raises have been constructed.

(b) Following the updates described in the preceding section, if the budget for the cost of a Road Raise does not exceed the initial Estimated Total Project Cost, then the Authority will incorporate the initial Estimated Total Project Cost for the Road Raise into the annual Authority budget for the new Fiscal Year for approval by the Diversion Authority Board. The Executive Director will present the updated plan for the Road Raise to the Diversion Authority Board in conjunction with the annual Authority budget until all Road Raises have been constructed.

**ARTICLE IV.
DESIGN**

Section 4.01 GENERALLY. The County is responsible for designing the Road Raises and may utilize its own Engineering Consultants or in-house Engineering Staff for the design of each Road Raise. The County will design the Road Raises in accordance with the Road Raise Standard and the Reconstruction Standards. The completed designs for any Road Raise will be the property of both the Authority and the County.

Section 4.02 DESIGN REPORTS. The County will provide the Authority with a biannual progress report for each Road Raise, outlining the design status. The County will provide a copy of such biannual progress report to the PMC. The biannual progress report will also provide a cost to date and estimated completion costs. Any project costs that may be approaching the Estimated Total Project Cost plus contingency provided in the Development Plan Summary Sheet will be flagged for further discussion and possible budget amendment.

Section 4.03 AUTHORITY REVIEW. The County will provide to the Authority, for concurrence, a Preliminary Design and a Final Design for each Road Raise, concurrent with when these plans are distributed by the Engineering Consultant, if applicable, for review and comment by the County. The County can proceed with the development of the Road Raise provided the

Authority does not object to the plans and specifications within ten (10) Business Days of being provided the Final Design.

Section 4.04 ENGINEERING SERVICES. All engineering services procured by the County for a Road Raise must be provided by a professional engineer licensed in the State of Minnesota.

ARTICLE V. BIDDING AND CONTRACTS

Section 5.01 BIDDING. The County will let bids for the Road Raises in accordance with the Joint Powers Agreement, WIFIA requirements, Section 471.345 of the Minnesota Statutes Annotated, and any other applicable State procurement and/or bidding laws.

Section 5.02 REVIEW. General Counsel for the Authority will review all bid documents prior to release to ensure compliance with WIFIA and other laws and agreements applicable to the Road Raises.

Section 5.03 CONTRACT FORM. Contracts for Road Raises will identify the County as the owner under the contract and will contain provisions as required by the Joint Powers Agreement, applicable WIFIA requirements, and applicable state law, as appropriate. The form of the contract must be approved by the Executive Director.

Section 5.04 CONTRACT AWARD LIMITATION. The County will not proceed with the award of a construction contract if the Total Project Budget Amount, when considering the construction bids and updated costs for elements of the Estimated Total Project Cost, exceeds the approved Total Project Budget Amount unless the newly calculated Total Project Budget Amount is approved and the Development Plan Summary Sheet is amended. The Executive Director or his/her designee may approve an increase in the Total Project Budget Amount for a Road Raise of up to and including \$200,000. The Diversion Authority Board must approve an increase in the Total Project Budget Amount for a Road Raise greater than \$200,000. The Diversion Authority Board will make a Good Faith effort to approve or disapprove of the budget increase within forty-five (45) calendar days of notice from the County.

Section 5.05 APPROVAL. The County will approve all contracts for Road Raises at a public meeting and by resolution of its governing body. Additionally, the County will supply electronic copies of all public bidding documents and contracts for Road Raises in accordance with the provisions of the Joint Powers Agreement.

Section 5.06 DISPUTES. The County and the Authority will coordinate with respect to any disputes with contractors for Road Raises in accordance with the Joint Powers Agreement.

ARTICLE VI. CONSTRUCTION

Section 6.01 GENERALLY. The County will construct the Road Raises in accordance with the Joint Powers Agreement and all related documents.

Section 6.02 CONSTRUCTION REPORTS. The County will provide the Authority with a biannual progress report for each Road Raise, outlining the construction status. The County will provide a copy of such biannual progress report to the PMC. The biannual progress report will also provide a cost to date and estimated completed costs. Any project costs that may be approaching the Estimated Total Project Cost plus contingency provided in the Development Plan Summary Sheet will be flagged for further discussion and possible budget amendment.

Section 6.03 PAY REQUESTS AND CHANGE ORDERS. Pay requests and Change Orders relating to contracts for Road Raises will be reviewed and approved by the County provided the Total Project Budget Amount, when considering the amount of the proposed pay request or Change Order, exceeds the approved Total Project Budget Amount unless the newly calculated Total Project Budget Amount is approved. If the approved Total Project Budget Amount is exceeded by the proposed pay request or Change Order, the County will submit a request for the Executive Director's approval to exceed the approved Total Project Budget Amount. The request must state the amount by which the approved Total Project Budget Amount is exceeded and justification for the increase. The Authority will respond to the County within ten (10) Business Days of receipt of request. The Authority will not unreasonably withhold approval of a Change Order if the Authority determines that it is within the scope of the Road Raise.

Section 6.04 CLOSE OUT. Close out of a Road Raise will occur in accordance with section 12.16 of the Joint Powers Agreement.

Section 6.05 ACCESS. The County will permit and facilitate reasonable access to the PMC and TAG for reasonable inspection and monitoring of the Road Raises and will cooperate fully with the PMC and TAG. Inspections may only be made upon reasonable notice to the County, during business hours, and the PMC and TAG must comply with the County's site safety requirements. In an emergency, the PMC and TAG may access the site as needed and provide notice as soon as reasonably possible to the County.

Section 6.06 AS-BUILT DRAWINGS. Within ninety (90) calendar days following the completion of construction of a Road Raise, the County will provide final as-built drawings in electronic format to the Secretary of the Authority and to the PMC.

ARTICLE VII. OWNERSHIP AND MAINTENANCE

Section 7.01 IMPACTED ROADS. The County will maintain ownership of County roads that are impacted and/or raised according to this MOU.

Section 7.02 MAINTENANCE. The County will be responsible for maintaining County roads that have been improved with Road Raises. The Parties acknowledge and agree that maintenance and/or repairs necessary as a result of Comprehensive Project Operation will be handled in accordance with the Property Rights Acquisition and Mitigation Plan (PRAM) and any procedures adopted by the Authority or any agreements between the Authority and the County with respect to Comprehensive Project Operation.

**ARTICLE VIII.
FUTURE CHANGES OR ADDITIONS**

Section 8.01 FUTURE CHANGES. The County may make future changes to the Impacted Roads in its sole discretion, assuming all risks of how future Comprehensive Project operation may affect the Impacted Roads following alteration.

**ARTICLE IX.
PROFESSIONAL SERVICES CONTRACTS**

Section 9.01 WIFIA REQUIREMENTS. To comply with WIFIA requirements, all professional services contracts must require the Contractor to (i) complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR 34 pertaining to federal lobbying restrictions; (ii) comply with the federal non-discrimination requirements set forth in Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1972, 40 CFR Part 7, and Executive Order No. 11246; and (iii) certify the Contractor is not federally debarred. The County will provide copies of all executed certifications and/or documents received by the County in accordance with this subsection to the Authority unless the Authority already has these certifications on file from the Engineering Consultant.

Section 9.02 ASSIGNMENT. All professional services contracts, subsequent to the Effective Date, will not preclude Assignment. Assignment may only occur, however, through written consent of the Contractor and the County. The County additionally agrees to seek consent of the Contractor for Assignment to the Authority, when necessary and appropriate.

**ARTICLE X.
INSURANCE AND LIABILITY**

Section 10.01 INSURANCE.

(a) The County will require its Contractor, prior to commencing construction, to secure and keep in force during the term of construction the following insurance coverages for not less than the following amounts:

(1) Commercial general liability insurance (including completed operations, contractual, and products coverage) with minimum liability limits of \$1,000,000 per person and \$2,000,000 per occurrence.

(2) Automobile liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

(3) Excess or umbrella liability insurance with minimum liability limits of \$1,000,000 and \$2,000,000 aggregate.

(4) Workers compensation insurance in compliance with all applicable statutory requirements.

(b) The above-listed insurance coverages will meet the following additional requirements:

(1) Any deductible or self-insured retention amount or other similar obligation under the policies will be the Contractor's sole responsibility.

(2) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.

(3) All policies will name the Contractor as the insured and the Authority and the County as additional insured parties.

(4) The Contractor's policies will be primary and noncontributory regarding any other insurance available to the Authority and the County.

(5) The Contractor's policies must each contain a "waiver of subrogation" that waives any right to recover any of the Contractor's insurance companies might have against the Authority or the County.

(6) The Contractor's policies will contain a provision that the policies and any endorsements may not be cancelled or modified without thirty (30) calendar days' prior written notice to the Authority and the County.

(7) The Contractor's policies, either in the policies or in the endorsements, will each contain a provision that the Contractor's insolvency or bankruptcy will not release the insurer from payment under the policy, even when the Contractor's insolvency or bankruptcy prevents the Contractor from meeting the retention limit under the policy.

(8) The Contractor's policies, either in the policies or in the endorsements, will contain cross liability/severability of interests to ensure that all additional insured parties are covered as if they were all separately covered.

(9) The Contractor's policies, either in the policies or in the endorsements, must contain a provision that the legal defense provided to the Authority and the County will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.

(10) The Contractor's policies will not limit in any way the Contractor's duties to defend, indemnify, and hold harmless the Authority and the County and those parties' officers, employees, agents, consultants, subcontractors, and representatives, as set forth herein.

(c) Before commencing work, the County will require the Contractor to deliver copies of the insurance policies and endorsements required under this MOU to the County, and the Contractor will provide all requisite evidence that the insurance required under this MOU is in full force and effect.

(d) The County will require the Contractor to release, defend, indemnify, protect, and hold harmless the Authority, the County, and their officers, agents, representatives, employees, or contractors, and such duties include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured. The Authority's receipt of any certificates, policies, or endorsements required under this MOU will not in any way affect the Contractor's duties and obligations to maintain the insurance required under this MOU. The County must require all of the Contractor's subcontractors to purchase and maintain the same insurance with the same conditions and terms required of the Contractor under the MOU.

ARTICLE XI. REIMBURSEMENT

Section 11.01 REIMBURSABLE COSTS. The Authority will reimburse the County for all salaries, services, and/or related costs and expenses for surveying, land acquisition, design, construction, construction material, utilities, and inspections for the Road Raises highlighted in Exhibit A. The County will submit pay requests to the Authority to receive reimbursement throughout the course of development of the Road Raises. The Authority will reimburse the County within sixty (60) calendar days of the submission of a pay request.

Section 11.02 OTHER PROJECT FUNDING. The County and the Authority will cooperate in Good Faith if either entity pursues additional funding sources for the Road Raises. If either entity is successful in securing alternative funding sources for the Road Raises, the Authority will pay one hundred percent (100%) of the local cost share.

ARTICLE XII. TERM AND TERMINATION

Section 12.01 TERM. This MOU will commence on the Effective Date and will terminate upon the completion of construction of the Comprehensive Project.

Section 12.02 TERMINATION. The Parties may mutually agree in writing to terminate this MOU prior to the end of the term described in Section 12.01.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.01 INTENT AND PROCEDURE. The Parties will cooperate and use their best efforts to ensure that the various provisions of this MOU are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this MOU. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

Section 13.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, the mediator shall be selected by the American Arbitration Association ("AAA") in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by

mutual agreement of the Parties or through the AAA selection process must have no current or on-going relationship with either Party. The Parties agree that only one (1) mediator shall be selected as the AAA mediator, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 13.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the preceding section, the Parties may litigate the matter.

Section 13.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 13.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this MOU, or arising out of, under, or in any connection with this MOU, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this MOU. This provision is a material inducement for all Parties entering into this MOU. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE XIV. MISCELLANEOUS

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

Section 14.02 COUNTERPARTS. This instrument may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

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

Section 14.05 FORCE MAJEURE. Neither the Authority nor the County will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or

armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism.

Section 14.06 AUTHORIZED REPRESENTATIVES. The Authority and the County hereby designate the following individuals as their initial authorized representatives, respectively, to administer this MOU on their respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) County Representative: Justin Sorum, County Engineer

Section 14.07 NOTICE.

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

(b) All notices to the Authority will be marked as regarding the Road Raises and will be delivered to the following address or as otherwise directed by the Authority Representative:

Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, North Dakota 58104

(c) All notices to the County will be marked as regarding the Road Raises and will be delivered to the following address or as otherwise directed by the County Representative:

Clay County Highway Department
2951 41½ Street South
Moorhead, Minnesota 56560

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

Section 14.08 GOVERNING LAW. This MOU will be governed by and construed in accordance with the laws of the State of North Dakota. This section, however, is to be interpreted to only apply to this MOU itself, and the Parties do not intend that North Dakota law shall apply to interpretations of Federal or State statutes, regulations, or permit conditions. Issues that are not governed by this section include, but are not limited to, the construction and application of State and local permitting standards in the State, constitutional and statutory requirements in the State with regard to eminent domain, and Federal FEMA and USACE requirements and regulations.

Section 14.09 CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Authority and the County for work regarding other aspects of the Comprehensive Project.

Section 14.10 JOINT POWERS AGREEMENT. Nothing in this MOU is intended to conflict with the terms and conditions of the Joint Powers Agreement; rather, the terms and conditions set forth herein are intended to supplement the Joint Powers Agreement. In the event the terms and conditions described in this MOU conflict with the Joint Powers Agreement, the Joint Powers Agreement will control.

Section 14.11 ELECTRONIC SIGNATURES. The Authority and the County agree that an electronic signature to this MOU shall be valid as an original signature of the Authority or the County and shall be effective to bind the signatories of this MOU.

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

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this MOU on the ____ day of _____, 2024.

**METRO FLOOD DIVERSION
AUTHORITY**

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

By: _____
Robert Wilson, Co-Deputy Executive
Director

By: _____
Michael Redlinger, Co-Deputy
Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the Clay County, Minnesota

The Governing Body of Clay County, Minnesota, approved this MOU on the 28 day of May, 2024.

CLAY COUNTY, MINNESOTA

By: 
David Ebinger, Chair of the Board of
County Commissioners

ATTEST:


Stephen Larson, County Administrator

EXHIBIT A

Project Impacts Map

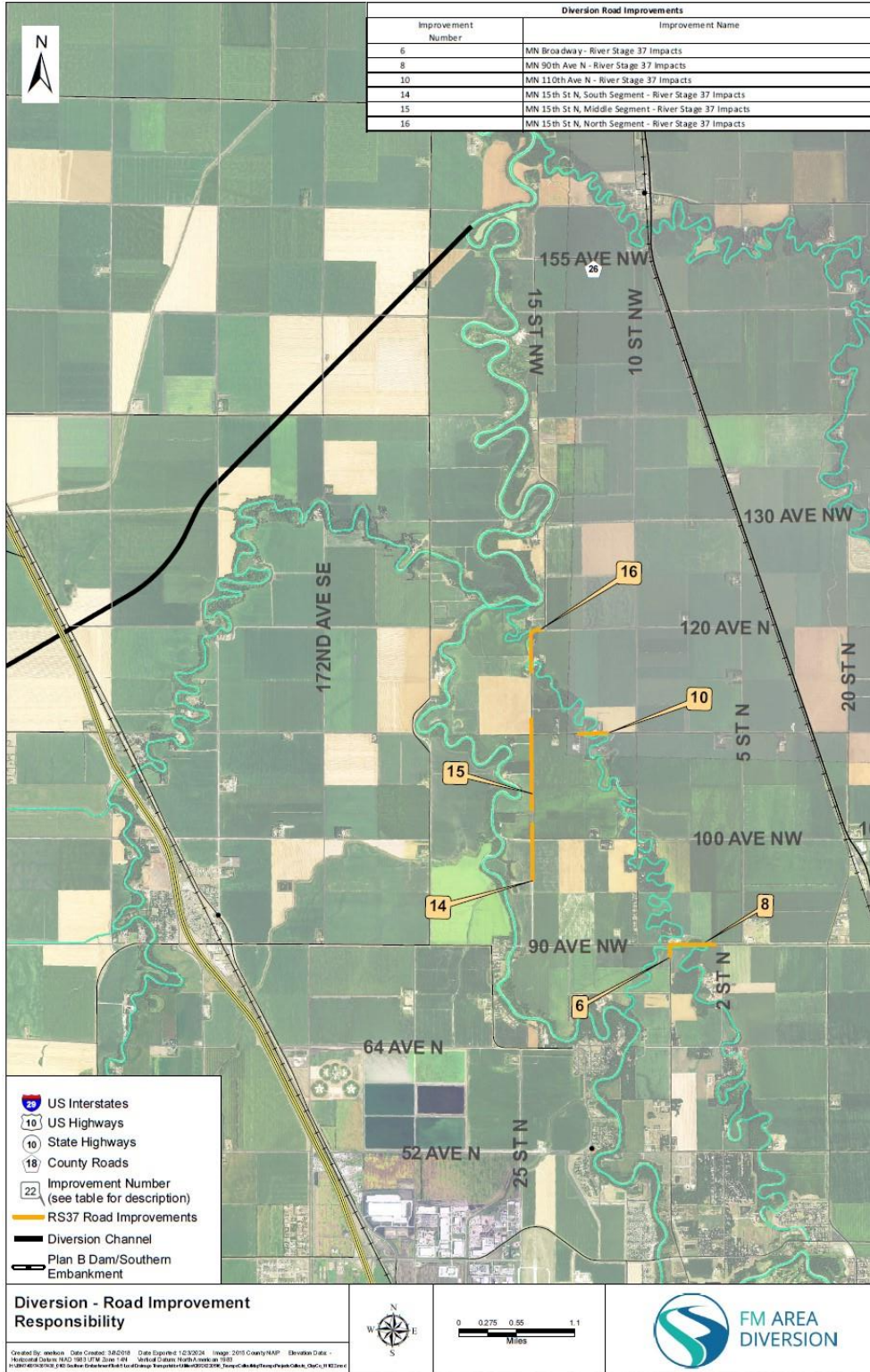


EXHIBIT B

Impacted Roads

| County Road | Letter Designation on Exhibit A | County Reconstruction Standard |
|---------------------------------------|--|---------------------------------------|
| Clay County Highway 1 | 6 | Two-Lane Rural Paved Section |
| Clay County Highway 26 | 8 | Two-Lane Rural Paved Section |
| Clay County Road 99 | 10 | Two-Lane Rural Gravel Section |
| Clay County Road 100 – South Segment | 14 | Two-Lane Rural Gravel Section |
| Clay County Road 100 – Middle Segment | 15 | Two-Lane Rural Gravel Section |
| Clay County Road 100 – North Segment | 16 | Two-Lane Rural Gravel Section |

EXHIBIT C

County Reconstruction Standards

| <i>County Minimum Design Standards for Reconstructed Impacted Roads</i> | | | | | | | |
|---|---------------------|---------------------|-------------------|-------------------|----------------------------------|------------------------|----------------------------|
| Typical Section | Design Speed | Right of Way | Road Width | Turn Lanes | Minimum Section Thickness | Access Controls | Bike/Ped Facilities |
| Two-Lane Rural Gravel Section | 55 mph | 200 feet | 36 feet | No | 6 inches gravel | ¼ mile spacing | Not applicable |
| Two-Lane Rural Paved Section | 55 mph | 200 feet | 32 feet | No | 12 inches base + HBP | ¼ mile spacing | 4-foot paved shoulder |

EXHIBIT D

Development Plan Summary Sheet

(Please see the following two (2) pages.)



Development Plan Summary Sheet

Contract Number _____
 Project Name _____
 Member Entity _____
 Date Submitted: _____ Member Entity Contact _____

Design Services

Approach: Competitive Existing Firm: _____ Contract value: _____

Subconsultants

Services

Estimated Cost for Design Professional Services (A) \$ _____

Start of Design: _____

Design Completion: _____

Property Acquisition

Estimated Cost for Property Acquisition (B) \$ _____

Estimated Cost for Property Acquisition Services (C) \$ _____

Start of Property Acquisition: _____

Property Acquisition Needed by: _____

Acquisition Complete: _____

Construction

Estimated Cost for Construction (D) \$ _____

Start of Construction: _____

Construction Complete: _____

Construction Services

Approach: Competitive Existing Firm: _____ Contract value: _____

Subconsultants

Services

Estimated Cost for Construction Professional Services (E) \$ _____

ESTIMATED TOTAL PROJECT COST (A+B+C+D+E) \$ _____

CONTINGENCY (10%) \$ _____

FY20__ TOTAL PROJECT BUDGET AMOUNT: \$ _____

- Compliant with (Member entity) _____ procurement and/or purchasing procedures.
- Compliant with WIFIA requirements.



Development Plan Summary Sheet for Construction

Contract Number _____

Project Name _____

Member Entity _____

Date Submitted: _____ Member Entity Contact _____

Construction

Contractor _____

Contract Value \$ _____

Change Order __: _____

Change Order __: _____

Change Order __: _____

Change Order __: _____

Subconsultants

Services

Start of Construction: _____

Construction Complete: _____

| | |
|--|-----------------|
| <p>FY20__ TOTAL PROJECT BUDGET AMOUNT: _____</p> <p>____ Compliant with (Member entity) _____ procurement and/or purchasing procedures.</p> <p>____ Compliant with WIFIA requirements.</p> | <p>\$ _____</p> |
|--|-----------------|

EXHIBIT E

37-Foot Improvement Memo

(Please see the following four (4) pages.)

Memorandum



To: Kris Bakkegard, PE

From: Greg Thompson, PE, CFM, Adam Ruud, PE

Date: April 1, 2024

Project: FM Area Diversion Project

CLAY COUNTY RIVER STAGE 37 ROADWAY IMPROVEMENTS

1 Background

The FM Area Diversion Project (project) operation includes storing floodwater in the Upstream Mitigation Area as well as conveying floodwater through the Stormwater Diversion Channel and Flood Damage Reduction Area (a.k.a. through town).

During preliminary planning efforts, flows through town equated to a 35-foot river stage (RS) at USGS Gage 05054000, Red River at Fargo. Through subsequent permitting efforts, a Governor's Task Force was created to help balance impacts and benefits, working toward a permissible project. Through this process, the flows through town increased from RS 35 feet to RS 37 feet. Passing additional water through town changed the project's flow characteristics and associated locations, including benefits and impacts, when compared to the prior design concept.

At RS 37 feet, much of the metro area will be free from flood inundation, however some rural roadways throughout Cass and Clay Counties will continue to be inundated. The Governor's Task Force requested identification of roadways that would be overtopped with the increased flow through town (from RS 35 feet to RS 37 feet) as well as the associated costs to raise the roadways to ensure access during a 100-year flood event, during which the project will operate.

Within Clay County, the primary area that requires road raises to maintain access is within Oakport Township. As listed below and shown in Figure 1, these roadways include:

- Clay County Road 1
- Clay County Road 26
- Clay County Road 98
- Clay County Road 99
- Clay County Road 100
- 100th Ave. N.
- 120th Ave. N.
- 130th Ave. N.
- 140th Ave. N.

2 Purpose of Memorandum

As the project moves toward design and construction, the Clay County transportation network has been reviewed with more detail than what was used when drafting concepts to support the Governor's Task Force efforts, particularly related to the hydraulic conveyance as well as floodplain and floodway requirements. This Technical Memorandum documents changes from the roads identified to be raised during initial Governor's Task Force efforts compared to needs identified after additional design was completed.

3 Investigation

The Oakport Coulee area is composed of two natural drainage channels. The channels convey local drainage to the Red River during rainfall and snowmelt events. However, they also convey large breakout flows from the Red River during high Red River floods. During these flooding times, flood flows often take different paths (breakouts) compared to the local drainage paths. As shown in Figure 1, the Red River will typically break out at Wall Street (Clay County Road 22) and flow north through Oakport Coulee to Clay County Road 26, at which point some floodwater will interconnect with the Red River and additional floodwater will break out north over Clay County Road 26 and flow for approximately three miles prior to entering the Red River near the Sheyenne River confluence.

The concepts that were developed for the initial Governor's Task Force included raising roadways to maintain access at RS 37 feet. At that time, detailed hydraulics had not yet been performed so a single line of 8' x 8' box culverts were assumed to be used. As the floodplain and floodway analyses were further detailed, it became apparent that larger structures were required for the road raises to be permissible. Due to the cost increases associated with the larger structures as well as inflation, further review of the road raises was completed to assess each segment's benefits.

Significant Red River and Oakport Coulee flows pass over 120th Ave. N., 130th Ave. N., and 140th Ave. N. as these roads are perpendicular to the Red River floodway and conveyance corridors. It would be necessary to raise thousands of feet of these roads, and the equivalent conveyance replacement would require a long bridge or numerous lines of box culverts. To determine the benefit of raising these corridors, overall accessibility to existing residences was considered. Many of the residences through this area are along Clay County Road 100, which is west of the primary north-south floodway corridor. As Clay County Road 100 parallels the flood flows, improvements to this corridor resulted in less hydraulic impact and smaller structure sizes. Overall structure sizes, construction cost and associated detour route lengths during flood events were considered to determine the benefit of raising each corridor. Ultimately it was determined that the benefits resulting from reduced detour lengths with raising 120th Ave. N., 130th Ave. N., and 140th Ave. N. did not outweigh the associated costs. Therefore, raising these roadways was not carried forward. Instead, improvements along Clay County Road 100 will be implemented to provide access to existing residences.

100th Ave. N. and 10th St. N./CR 98 were removed from the plan since these two roadways are relatively low in elevation and intersect the creek at multiple locations, requiring multiple hydraulic structures or the need to reroute the roads or creek. These improvements would also have significant impacts on the floodway resulting in permitting concerns. Additionally, access can be provided to the west along 100th

Ave. N. and south along 10th St. N./CR 98. Improvements being incorporated along Clay County Road 100 will provide accessibility to residences in the area.

CR 26 (90th Ave. N.) west of CR 1 was removed because the flooding overtopped by 0.75 feet over a length of nearly 900 feet. At this location, lower flows are directed west to the Red River and only breakout flows are conveyed north over CR 26, therefore this crossing doesn't have a channel or means for providing hydraulic conveyance through a culvert or bridge.

4 Road Improvement Impact

Table 1 outlines the various considerations used when evaluating the roadway improvements within Oakport Township.

Table 1

| Roadway | Annual Frequency of Flooding | Annual Duration of Flooding (1% Annual Exceedance Probability, Days) | Floodway Impacts | Provides Direct Access to Residents | Cost |
|---------------------------|------------------------------|--|------------------|-------------------------------------|-------------|
| CR 1 | 20-Year | 19 | | Yes | \$1,037,000 |
| CR 26 | 20-Year | 11.5 | | Yes | \$1,578,000 |
| CR 98 | | | Yes | Yes | NA |
| CR 99 | 10-Year | 37.5 | | Yes | \$669,000 |
| CR 100 | 10-Year | 37.5 | | Yes | \$2,102,000 |
| 100 th Ave. N. | | | Yes | Yes | NA |
| 120 th Ave. N. | | | Yes | No | NA |
| 130 th Ave. N. | | | Yes | No | NA |
| 140 th Ave. N. | | | Yes | No | NA |

Due to implications associated with development of a project with floodway impacts, the CR 98 and 100th Ave. N. corridors were eliminated from consideration. The 120th Ave. N., 130th Ave. N., and 140th Ave. N. corridors were eliminated as the road raises provided minimal to no benefit to residence accessibility during flood events, and they would each require either long bridges or multiple lines of box culverts to provide the necessary conveyance.

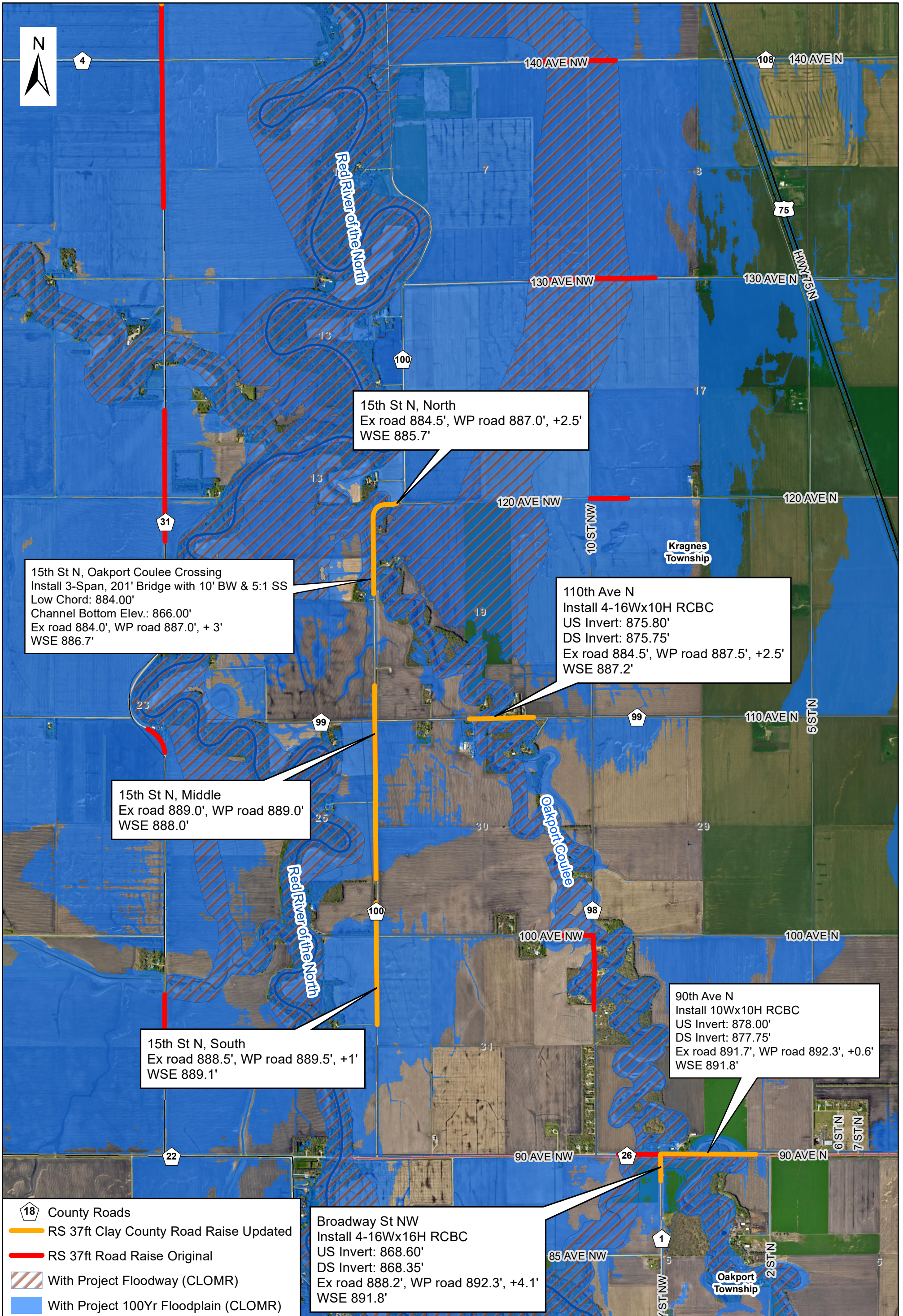
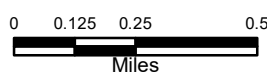


Figure 1 - Clay County RS 37 FT Transportation Improvements FM Area Diversion Project



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

THIS AGREEMENT (the “Agreement”) is made and entered into this 26th day of September 2024 (the “Effective Date”) by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, ND 58104 (the “Authority”) and the North Pleasant Cemetery Association, whose post office address is 5281 172nd Avenue South East, Hickson, ND 58047 (the “Cemetery Association”).

RECITALS

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

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

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

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

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

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

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

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

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

EXECUTION VERSION

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

“Cemetery” means North Pleasant Cemetery located in Section 27, Township 137 North, Range 49 West, Cass County, North Dakota.

EXECUTION VERSION

“Cemetery Association” means the cemetery association that operates the Cemetery, consisting of members from families with relatives buried in the Cemetery. The Cemetery Association is not supported by a church or other organization and is a volunteer group that ensures the Cemetery is maintained and remains available for the families that live in the area.

“Comprehensive Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011, and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 with a Finding of No Significant Impact (FONSI) signed September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated February 2019 with FONSI signed February 28, 2019, and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B.

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

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

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

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

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

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

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

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

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

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

“Plan B” means the proposed comprehensive flood risk management project for the Fargo-Moorhead metropolitan area.

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

EXECUTION VERSION

“Project” means work to be completed to mitigate the effects of the Comprehensive Project on the Cemetery including constructing and maintaining a berm and water management and discharge system inside the berm, as depicted on the general layout attached as Exhibit B.

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

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

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

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

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

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

2. **PURPOSE.** The federal cemetery mitigation study conducted by USACE identified eleven (11) cemeteries in the Staging Area that would experience impacts from the Comprehensive Project. An illustration of the Staging Area is attached as Exhibit A. As a result of the approval of Plan B and changes to the Comprehensive Project, the Authority has determined that eight (8) of the eleven (11) cemeteries originally identified will potentially experience impacts as a result of the Comprehensive Project, including the Cemetery. The purpose of this Agreement is to identify potential impacts, to describe mitigation measures, and to ensure a coordinated, timely, and cost-effective process for completing the Project, which is defined further in Section 3.
3. **DESCRIPTION OF PROJECT.** The Cemetery is in Mitigation Zone 1 of the Comprehensive Project. Potential impacts to the Cemetery include potential for damage to grass and trees due to standing water on the Cemetery for three and a half (3.5) days to eight (8) days if the flooding occurs during the growing season, potential for headstones moving or tipping over due to flood waters, potential for soil and crop debris from the adjacent agricultural field to wash into the Cemetery with the flood waters, potential for lack of access to the Cemetery. The Authority and Cemetery Association determined mitigation necessary to remedy or prevent potential impacts from the Comprehensive Project to the Cemetery include a berm, water management and discharge system inside the berm (consisting of internal and external ditches and culvert and positive closure structure), fence removal, tree removal and replanting, and post-operation and debris clean-up (collectively, referred to as the “Project”).
4. **BERM.** The berm will be designed and constructed by the Authority in accordance with the general layout attached as Exhibit B, which is subject to change pending changes in alignment. Once final plans are completed or in the event the general concept for the Project changes, the Authority will provide the Cemetery Association with updated plans and concepts accordingly. The Cemetery Association will review the updated plans and concepts and respond to the Authority within thirty (30) calendar days following the receipt of updated plans or concepts. The Cemetery Association and

EXECUTION VERSION

Authority shall agree to the final plans for the Project prior to the Authority commencing construction of the Project. Any change orders or modification of the final plans for the construction of the berm must be approved by the Cemetery Association before implementation. The Cemetery Association will not unreasonably withhold approval of the Project plans or change orders.

5. **PERFORMANCE OF PROJECT WORK.** The Authority or its Member Entities will perform the Project Work. The Authority will not be responsible for the burial or other activities on the Site.
6. **FUNDS PROVIDED BY THE AUTHORITY.** The Authority is responsible for providing initial and annual funds for the design, construction, operation, and maintenance of the Project as defined in this Agreement. The Authority agrees to pay the costs of reasonable professional fees for the Project (e.g., legal fees and costs) not to exceed \$25,000.00 to the Cemetery Association.
7. **FLOWAGE EASEMENT.** The Authority is required to obtain flowage easements in North Dakota for cemeteries in the Staging Area that have area within Mitigation Zone 1, Mitigation Zone 2, or Mitigation Zone 3. Nonetheless, USACE has determined that if a berm is constructed around a cemetery to the 500-Year Flood Event level of protection, a flowage easement is not required because the construction of the berm will protect the cemetery against impacts from the Comprehensive Project operation.¹ As a result of the construction of the Project, a flowage easement is not required for the Cemetery.
8. **FENCING.** The Authority will remove the existing fence located in the northwest quadrant of the Cemetery. The Authority and Cemetery Association have determined that a new fence will not be constructed as a component of the Project.
9. **TREE REMOVAL AND REPLACEMENT.** The Authority will remove existing trees along the north and east end of the Cemetery. The existing trees along the west end of the Cemetery will remain. The Authority will replant trees along the east end of the Cemetery according to the landscaping plan developed for the Project.
10. **LANDSCAPING PLAN.** The Authority will work with the Cemetery Association to develop a landscaping plan specific to the turf establishment on the berm that will include minimal maintenance native prairie grass plantings and the tree plantings along the east end of the Cemetery. The Authority will provide the Cemetery Association with a review of the landscaping plan as part of the final plans for the Project. The Cemetery Association will review the landscaping plan and respond to the Authority within thirty (30) calendar days following the receipt of the landscaping plan. The Cemetery Association and Authority shall agree to the final landscaping plan for the Project prior to the Authority commencing construction of the Project. The Cemetery Association will not unreasonably withhold approval of the Project plans or change orders.
11. **POST OPERATION REPAIR AND CLEAN-UP.** The Authority will provide for the clean-up of debris and restoration of property arising out of the operation of the Comprehensive Project in accordance with the Settlement Agreement.
12. **MAINTENANCE.** The Authority will be responsible for routine maintenance of the berm including, mowing, weed control, routine inspections, inspections following the operation of the Comprehensive Project, and remedial repairs of the berm needed to maintain the integrity of the berm to provide

¹ The berm does not need to be certified nor accredited by FEMA but does need to be adequately designed and constructed to provide protection against the 500-Year Flood Event and kept free of vegetation that may undermine its integrity. The berm and associated interior drainage facilities must be properly operated and maintained. A flowage easement may be required in the future if the integrity of the berm becomes compromised and the Authority or the Cemetery Association do not correct the issue.

- protection against a 500-Year Flood Event. The turf establishment of the berm will include native prairie grass plantings that would require routine mowing and weed control maintenance up to twice per calendar year.
13. **ROUTINE INSPECTIONS.** The Authority will conduct routine inspections of the berm to ensure that the berm and associated water management and discharge system inside the berm are properly operating and maintained. The Cemetery Association will allow the Authority to access the Cemetery to conduct such routine inspections.
14. **PROPERTY ACQUISITION.** To complete the Project, a portion of the property around the Cemetery must be purchased, a map of which is attached as Exhibit C. The Authority has recommended that the Cass County Joint Water Resource District, a Member Entity of the Authority, purchase the property for the Project. CCJWRD will enter into an agreement with the property owner to enter the property to conduct a survey. The survey confirms the boundary lines and legal description. An appraisal will be conducted to determine the value of the property. A purchase agreement will be negotiated based on the appraised value of the land. Finally, closing will take place transferring the property from the property owner to the CCJWRD. After the Project is constructed, CCJWRD will transfer the property to the Cemetery Association through a quit claim deed.
15. **RIGHT OF SITE ACCESS.**
- a. To ensure the Authority can monitor and ensure completion of the Project in a timely and efficient manner, the Cemetery Association shall, to the extent the Authority requests a grant of access, grant the Authority or its representatives the right to access, enter, and inspect any Site.
 - b. Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the Authority.
 - c. Prior to exercising rights of Site access, the Authority shall provide the Cemetery Association with at least twenty-four (24) hours' notice if it intends to access a Site on which Project Work is currently and actively being completed. The Authority or its representatives must comply with any safety requirements of the Cemetery while on a Site.
 - d. If the Authority or its representatives attempt to exercise the rights described in this Section, but doing so would pose a safety hazard, the Authority or its representatives shall be kept from accessing, entering, or inspecting the Site in question, only for so long as reasonably required to make the Site safe for access, entry, and inspection.
16. **INVOICES.**
- (a) The Cemetery Association will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Cemetery Association will also submit copies of the invoices to the Authority electronically at APIInvoicesFMDiv@jacobs.com, copied to bakkegardk@fmdiversion.gov. Each invoice should include the identification of the Cemetery Association, a description of the activity included in the invoice, and the address where payment should be remitted. The Cemetery Association may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment or (ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Cemetery Association.
 - (b) After the Authority receives a Cemetery Association invoice, the Authority will either process the invoice for payment or give the Cemetery Association specific reasons, in writing, within fifteen

- (15) calendar days, why part or all of the Authority's payment is being withheld and what actions the Cemetery Association must take to receive the withheld payment. In the event of disputed billing, only the disputed portion will be withheld from payment and the Authority will pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to the Cemetery Association.
- (c) Payment does not imply acceptance of services or that the invoice is accurate. In the event the Cemetery Association discovers an error in the amount of payment following the receipt of payment, the Cemetery Association must provide written notice of the overpayment to the Authority and credit any payment in error from any payment that is due or that may become due to the Cemetery Association under this Agreement or return the overpayment to the Authority within thirty (30) calendar days of the identification of the error.
17. **INSURANCE.** The Cemetery Association shall list the Authority (including its agents and contractors) as an additional insured on any insurance policy the Cemetery Association currently has in place. The Authority (including its agents and contractors) shall be listed as an additional insured for as long as the Cemetery Association maintains its existing insurance policies, provided that adding the Authority and its agents and contractors as additional insureds does not increase the Cemetery Association's current insurance premium rate. In the event the Cemetery Association disbands or does not renew its insurance policies on the Cemetery, the Cemetery Association shall not be required to provide insurance coverage for the Authority or its agents or contractors under any general liability insurance policy. The Authority shall be given notice at least thirty (30) calendar days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that a policy is terminated for any reason and notice has not been previously given to the additional insured, the formerly insured shall give notice to the additional insured as soon as is reasonably possible.
18. **TERM.** This Agreement will continue in full force and effect for ten (10) years following the Effective Date and will automatically renew for successive 10-year periods until (i) operation of the Comprehensive Project is permanently discontinued or (ii) the Parties mutually agree, in writing, to terminate this Agreement.
19. **TERMINATION.** This Agreement will terminate (i) when operation of the Comprehensive Project is permanently discontinued or (ii) the Parties mutually agree, in writing, to terminate this Agreement. The Authority's obligations under this Agreement to pay for the Cemetery Association's design, construction, litigation, eminent domain expenses, or operation and maintenance of the Project that occurred prior to the termination of this Agreement shall remain in place following termination of this Agreement.
20. **DISPUTES WITH CONTRACTORS AND THIRD PARTIES.** The Parties shall coordinate with respect to any dispute with contractors and/or third parties. Such coordination shall include any potential or ongoing litigation.
21. **LITIGATION; VENUE.** The Parties shall cooperate and use their Best Efforts to ensure that the provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the State District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue. If there is litigation, regardless of the outcome, each Party will be responsible for its own attorney's fees.

22. **AUTHORIZED REPRESENTATIVES.** Each of the Authority and the Cemetery Association hereby designates the following individual as its initial authorized representative, respectively, to administer this Agreement on its respective behalf:

(a) Authority Representative: Kris Bakkegard, Director of Engineering

(b) Cemetery Representative: Jerome Nipstad

23. **NOTICE.** All notices under the Agreement will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

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

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

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

North Pleasant Cemetery Association
Attn: Jerome Nipstad
5281 172nd Avenue SE
Hickson, ND 58047

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

24. **RELATIONSHIPS CREATED.** The Parties agree this Agreement does not create any agency, partnership, joint venture, or any other relationship between the Parties and that the Cemetery Association and the Authority are solely responsible for their own actions or omissions.

25. **GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of North Dakota.

26. **CONFLICT.** In the event of conflict between this Agreement and any other agreement, this Agreement shall control and govern the Project; however, this Agreement shall not reduce, alter, or limit any rights or obligation created by the Settlement Agreement.

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

EXECUTION VERSION

28. **COMPLETE AGREEMENT.** This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.
29. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provisions or portions of the Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined invalid, illegal, or enforceable.
30. **MODIFICATIONS.** Any modifications or amendments to this Agreement must be in writing and signed by both Parties to this Agreement.
31. **BINDING EFFECT.** This Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by, any third party.
32. **REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other parties.
33. **HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
34. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.
35. **REPRESENTATION OF AUTHORITY.** Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
36. **FORCE MAJEURE.** Neither the Cemetery Association nor the Authority shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control, and without the fault or negligence of the delayed or non-performing Party. The affected Party will notify the other Party in writing within ten (10) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) calendar days from the date the other Party receives notice under this Section, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

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

(Remainder of page intentionally left blank.)

NORTH PLEASANT CEMETERY
ASSOCIATION

By: _____

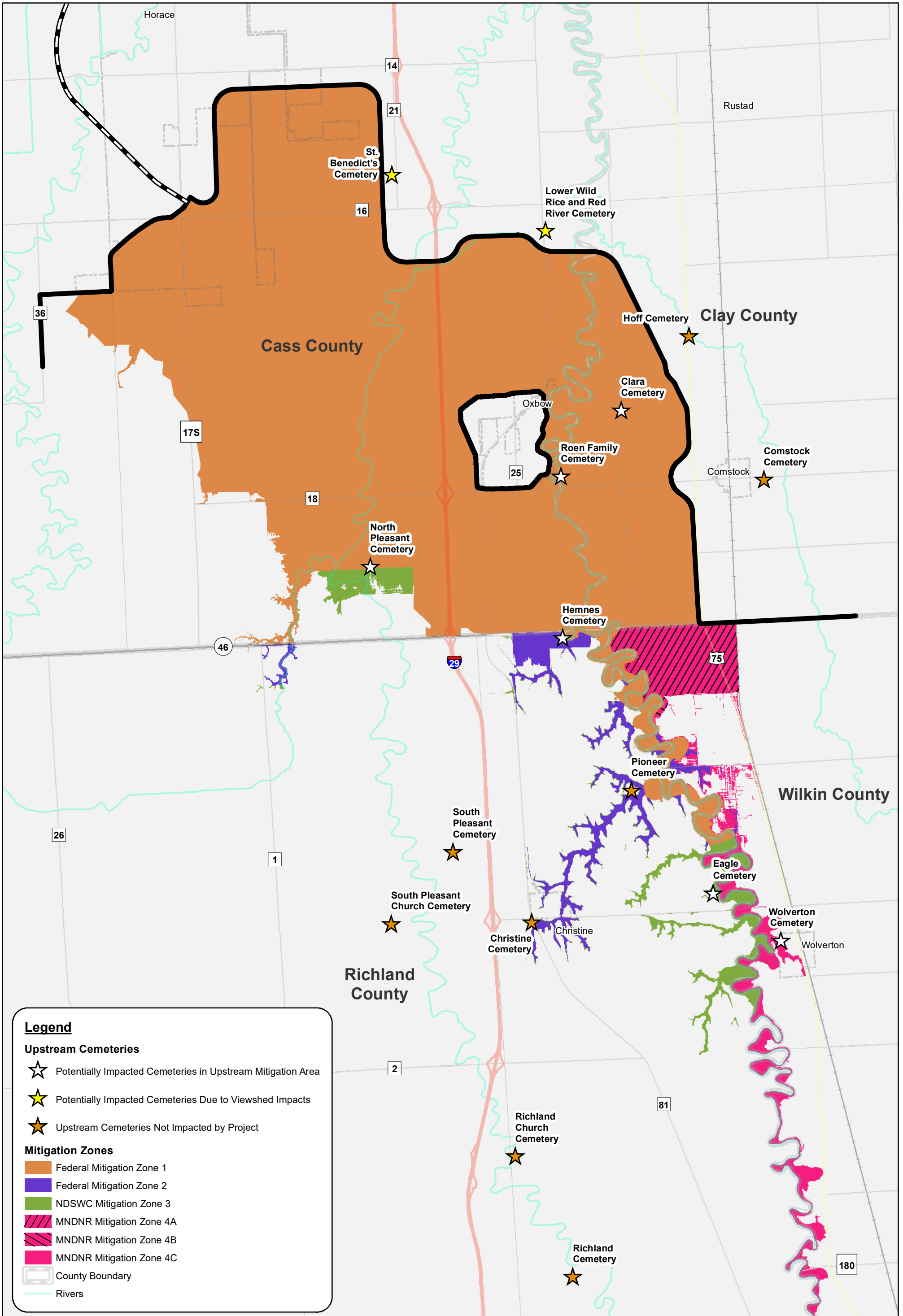
Its: _____

METRO FLOOD DIVERSION AUTHORITY

Michelle (Shelly) A. Carlson, Chair

Michael Redlinger, Co-Deputy Executive Director

Robert Wilson, Co-Deputy Executive Director



Legend

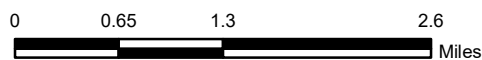
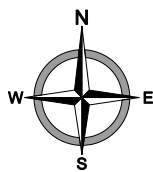
Upstream Cemeteries

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

Mitigation Zones

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

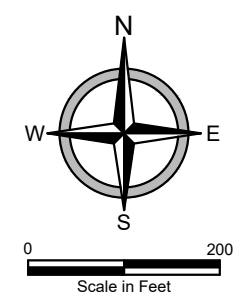
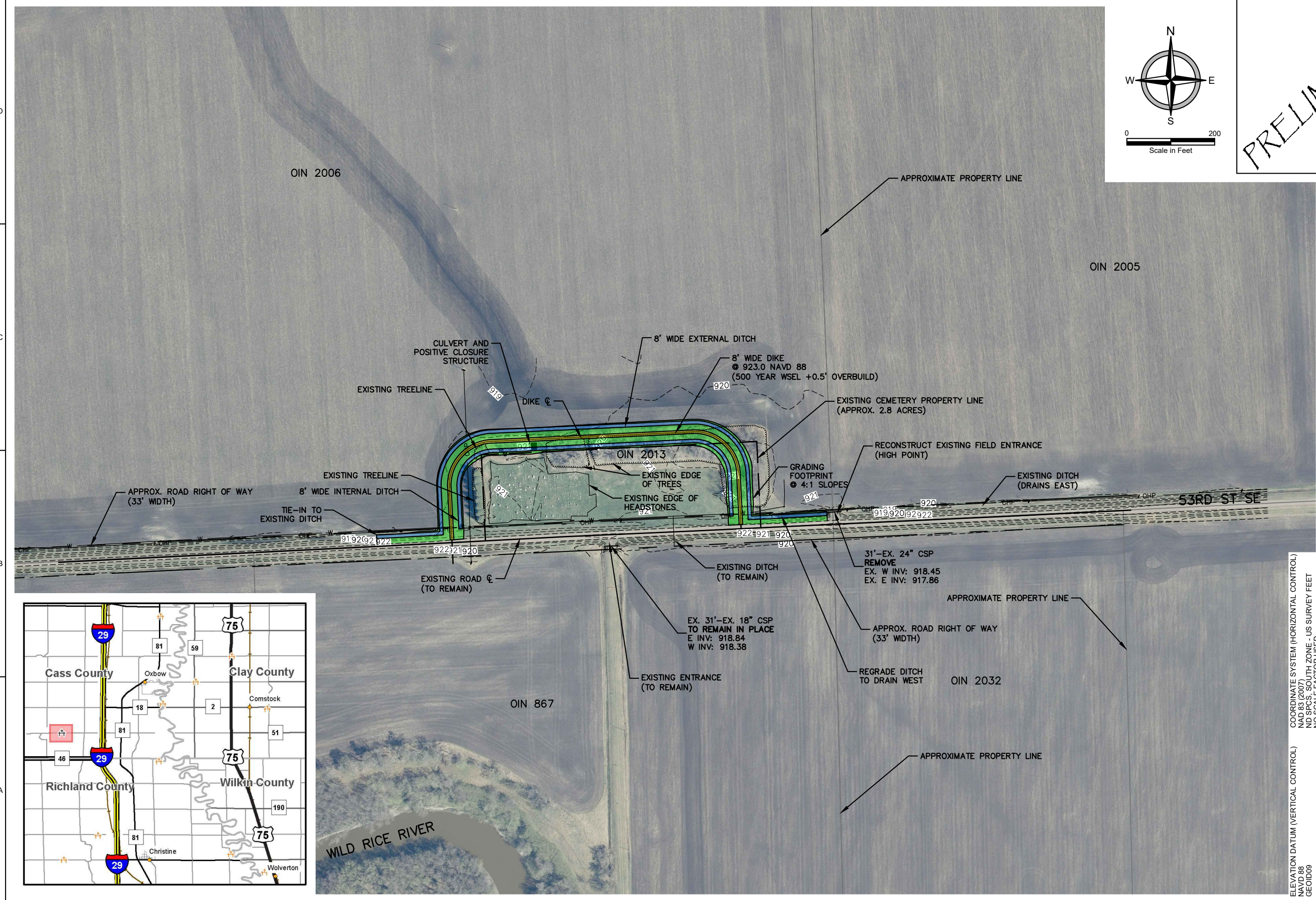
**FM AREA DIVERSION
CEMETERIES NEAR THE UPSTREAM
MITIGATION ZONES**



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



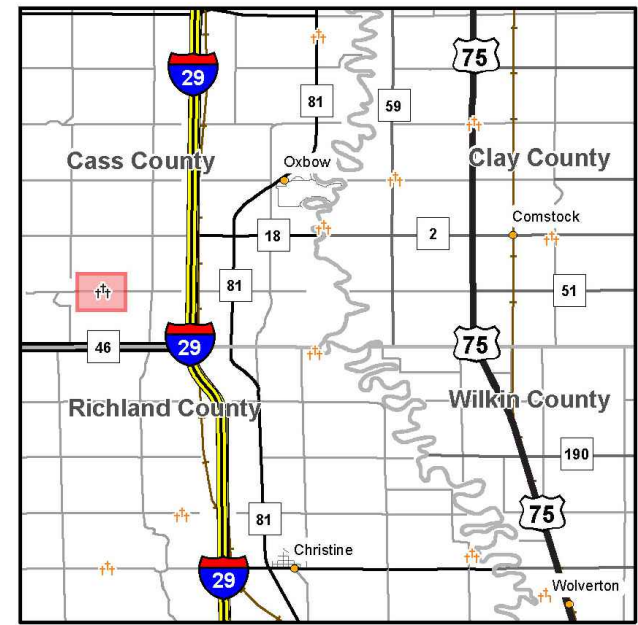
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PRELIMINARY



NORTH PLEASANT CEMETERY DIKE
 FM AREA DIVERSION PROJECT
 CASS COUNTY, NORTH DAKOTA
 GENERAL LAYOUT



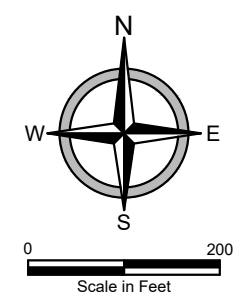
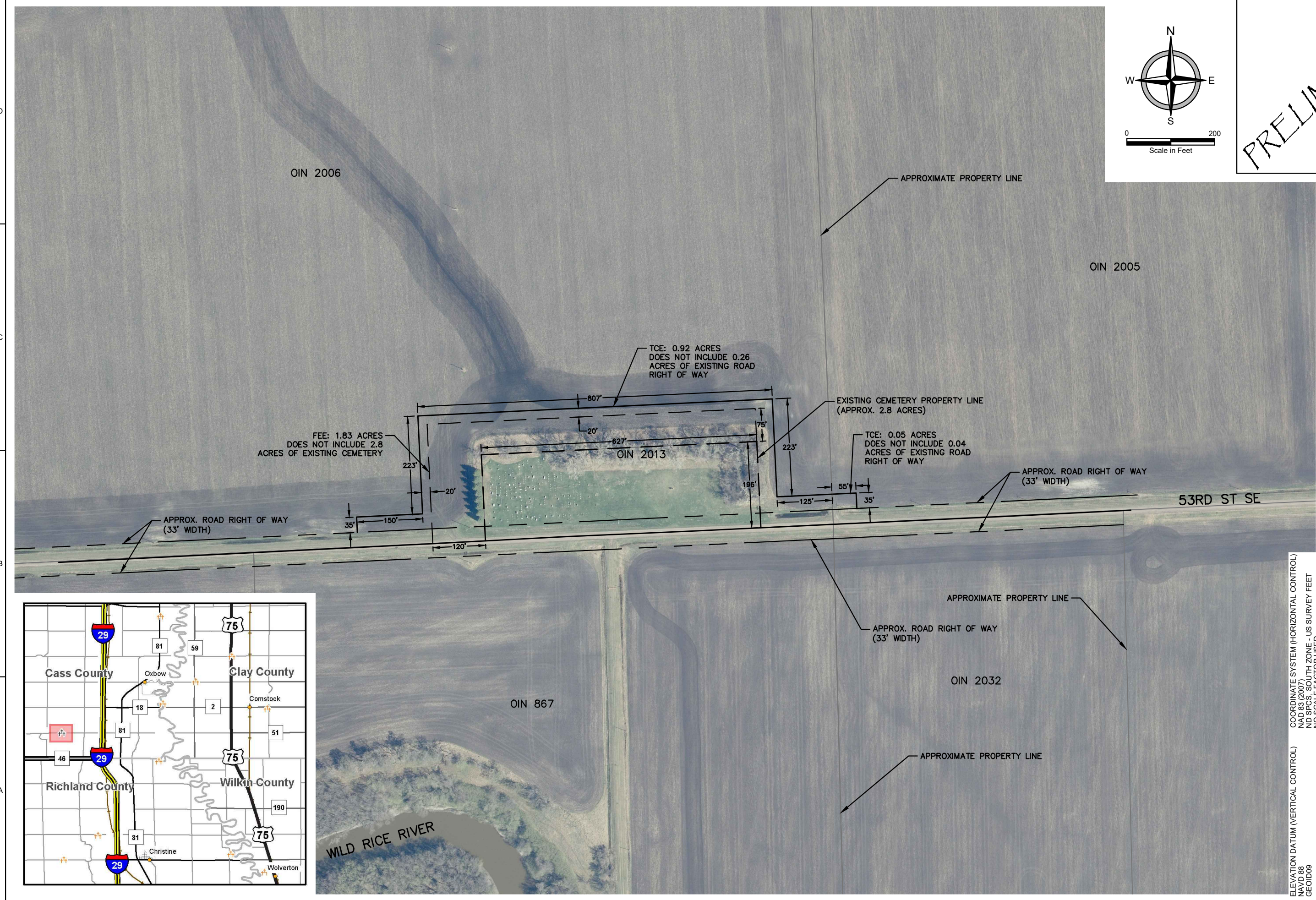
COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 (2007)
 ND SPCS, SOUTH ZONE - US SURVEY FEET
 NO SCALE FACTOR USED

ELEVATION DATUM (VERTICAL CONTROL)
 NAVD 88
 GEOID08

| | |
|-----------------|------------|
| DATE: | 09.16.2024 |
| REVISED: | --- |
| REVISED: | --- |
| REVISED: | --- |
| REVISED: | --- |
| REVISED: | --- |
| RECORD: | --- |
| TASK ORDER No. | 102 |
| DRAWN BY: | ZJT |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | ZJT |

Exhibit C

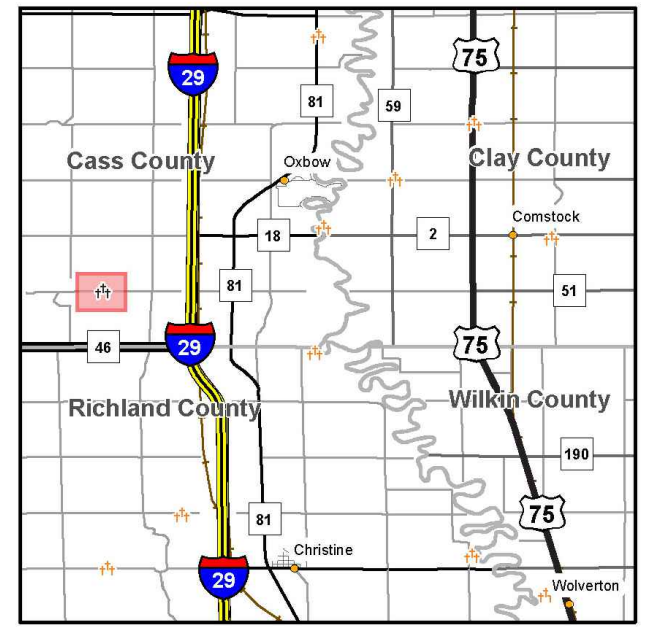
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PRELIMINARY



NORTH PLEASANT CEMETERY DIKE
 FM AREA DIVERSION PROJECT
 CASS COUNTY, NORTH DAKOTA
 ROW - FEE AND TCE



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

 ELEVATION DATUM (VERTICAL CONTROL)
 NAVD 88
 GEOID08

| | |
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| DATE: | 09.16.2024 |
| REVISED: | --- |
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| REVISED: | --- |
| RECORD: | --- |
| TASK ORDER No. | 102 |
| DRAWN BY: | ZJT |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | ZJT |



Diversion Authority Finance Committee Meeting

September 25, 2024

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



| Description | Company | Budget/ Estimate (\$) |
|--|-------------------------------------|-----------------------|
| Task Order 1, Amendment 14 – Consulting Services – This amendment adds scope and budget to cover the acquisition of necessary property for the Sheyenne Benching Project, the Christine Project and the Wolverton Project. | AE2S, Inc | \$1,591,000.00 |
| New Service Agreement – Snow Removal Services 2024-2025 – Preform snow removal services on property owned by the Metro Flood Diversion Authority. | JT Lawn Services & Landscaping, LLC | \$10,000.00 |
| Task Order 07, Amendment 0 – Relocate Oxbow Substation – 15kV Materials Only – Purchase materials for the Oxbow Substation relocation. The existing Oxbow Substation is located 1 mile north of Oxbow and within the backwater flowage easement of the southern embankment. The major materials included in this TO as part of the substation relocation include steel structures, switches, breakers, control enclosures, communications, and protection. | Minnkota Power Cooperative, Inc | \$913,880.03 |
| Task Order 24, Amendment 0 – WP38C – OIN 9423, 9436 and 9440 – Property Structure Mitigation – Perform structural demolition and/or removal services of residential, commercial and agricultural structures, including but not limited to houses, out buildings such as barns, silos, garages and workshops and other components as identified in the site plans. | Industrial Builders, Inc | \$296,000.00 |

Executive Director Contracting Recommendation



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

| | |
|---|-----------------------|
| AE2S, Inc TO01 Amendment 14 Consulting Services | \$1,591,000.00 |
| <ul style="list-style-type: none"> Increase Budget for 2025 and 2026 to accommodate Christine and Sheyenne Projects Reinstitute budget due to delayed ramp down in 2024 | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Deputy Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Co-Deputy Executive Director for review and action.

3 Reason why it is required

The purpose of amendment 14 is offset the delay in the anticipated reduction of services needed from AE2S to support the Lands Program and to provide the necessary budget to cover the acquisition of necessary property rights for the Sheyenne Benching Project, the Christine Project and the Wolverton Project. In 2022, the AE2S budget was reduced by over \$2.2M. However, the additional property rights acquisitions, necessary support for the eminent domain process, assistance in the sale of Excess Lands and continued work on the Environmental Monitoring Easements (EMEs) necessitates the addition of \$1.6M in funding back into their task order.

4 Background and discussion

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

In accordance with Section 6 of the Master Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and AE2S, Inc (the “Consultant”) dated February 28, 2020 (the “Agreement’), the Authority and the Consultant agree to the above described services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|---|
| TO01-A0 | 0.00 | 16,175,200.00 | 2/2/2020 | 12/31/2026 | Original Scope and budget |
| TO01-A1 | -115,005.89 | 16,060,194.11 | 2/2/2020 | 12/31/2026 | Cost reduction to cover work in Jan & Feb 2022 paid under the Jacobs Task Order |
| TO01-A2 | 0.00 | 16,060,194.11 | 2/2/2020 | 12/31/2026 | Subtask transfer |
| TO01-A3 | -2,249,312.55 | 13,810,881.56 | 3/1/2021 | 12/31/2026 | Subtask reduction |
| TO01-A4 | 0.00 | 13,810,881.56 | 3/1/2021 | 12/31/2026 | Subtask budget amendment |
| TO01-A5 | 1,500.00 | 13,812,3891.56 | 6/18/2021 | 12/31/2026 | Outside photography for P3 selection event. Reallocation from subtask 2B to subtask 2 |
| TO01-A6 | 0.00 | 13,812,3891.56 | 6/18/2021 | 12/31/2026 | Rollover 2021 subtask A budget to 2022 for lands program website updates. Update property acquisition schedule to align with USACE at match PRAMv6 schedule |
| TO01-A7 | -149.00 | 13,812,232.56 | 6/18/2021 | 12/31/2026 | Reallocate budget between subtasks |
| TO01-A8 | -161,570.00 | 13,650,662.56 | 6/18/2021 | 12/31/2026 | Remove property management services from scope of work |
| TO01-A9 | -73,497.31 | 13,577,165.25 | 6/18/2021 | 12/31/2026 | Balance 2022 budget |
| TO01-A10 | 0.00 | 13,577,165.25 | 6/18/2021 | 12/31/2026 | Add True North Surveys as Subcontractor |
| TO01-A11 | 0.00 | 13,577,165.25 | 6/18/2021 | 12/31/2026 | Reallocate budgets |
| TO01-A12 | 0.00 | 13,577,165.25 | 6/18/2021 | 12/31/2026 | Reallocate budgets |

| | | | | | |
|----------|--------------|---------------|-----------|------------|---|
| TO01-A13 | 0.00 | 13,577,165.25 | 6/18/2021 | 12/31/2026 | Balance 2023 budget and reallocate 2024 budget between subtasks |
| TO01-A14 | 1,591,000.00 | 15,168,165.25 | 6/18/2021 | 12/31/2026 | Reinstitute budget due to delayed ramp down in 2024 |
| Totals | | 15,168,165.25 | | | |

Table 2 – Budget by Subtasks

| Subtask | Title | Activity ID | Current Budget (\$) | Change | Revised Budget (\$) |
|---|--------------------------------------|----------------|----------------------|---------------------|----------------------|
| | Open Subtasks | | | | |
| 1 | On-Call Consultant Services | SW-1170 | 577,231.75 | (50,000.00) | 527,231.75 |
| 1.1 | Expenses | SW-1170 | 22,647.88 | 1,000.00 | 23,647.88 |
| 2 | Property Rights Acquisition Services | SW-1170 | 9,889,683.25 | 1,560,000.00 | 11,449,683.25 |
| 2.1 | Expenses | SW-1170 | 45,539.14 | 24,589.09 | 70,128.23 |
| 3 | Property Surveying Services | SW-1170 | 1,712,443.37 | 70,000.00 | 1,783,443.37 |
| 3.1 | Expenses | SW-1170 | 40,518.36 | (14,589.09) | 24,929.27 |
| Totals | Open Subtasks | SW-1170 | 12,288,063.75 | 1,591,000.00 | 13,879,063.38 |
| | Close Subtasks | | | | |
| 1-B | Public Involvement/Outreach | SW-1170 | 659,956.00 | 0.00 | 659,956.00 |
| 1-C | Legislative Services | SW-1170 | 107,077.25 | 0.00 | 107,077.25 |
| 2-C | Property Management | SW-1170 | 279,612.25 | 0.00 | 279,612.25 |
| 3-A | P3 Procurement Support | SW-1170 | 178,966.00 | 0.00 | 178,966.00 |
| 3-B | Coordination of Utilities | SW-1170 | 1,289,101.50 | 0.00 | 1,289,101.50 |
| Total | Closed Subtasks | SW-1170 | 1,289,101.50 | 0.00 | 1,289,101.50 |
| Total (Open and Closed Subtasks) | | SW-1170 | 13,577,165.25 | | 15,168,165.38 |

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|--------------------------------------|
| 2020/21 | SW-1170 | 6,190,167.55 | 6,190,167.55 | 6,190,167.55 | 0.00 | |
| 2022 | SW-1170 | 2,536,997.70 | 2,536,997.70 | 2,536,997.70 | 0.00 | |
| 2023 | SW-1170 | 2,484,965.10 | 2,484,965.10 | 2,517,267.61 | -32,302.51 | Remaining budget returned to program |
| 2024 | SW-1170 | 1,979,035.03 | 1,979,035.03 | 1,024,439.78 | 954,595.25 | Actual paid is though June-2024. |
| 2025 | SW-1170 | 1,555,000.00 | 1,555,000.00 | 0.00 | 1,555,000.00 | |
| 2026 | SW-1170 | 425,000.00 | 425,000.00 | 0.00 | 425,000.00 | |
| Totals | | 15,168,165.38 | 15,168,165.38 | 11,244,432.86 | 3,362,732.39 | |

6 Attachments:

- Task Order 01 Amendment 14

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

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

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

Approved by: Michael Redlinger, Co-Deputy Executive Director

Date: 9/3/2024

Executive Director Contracting Recommendation



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

| | |
|---|--------------------|
| JT Lawn Services & Landscaping, LLC Services Agreement Snow Removal Services 2024-2025 | \$10,000.00 |
| <ul style="list-style-type: none"> Perform snow removal services on property owned by the Metro Flood Diversion Authority. | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the **Metro Flood Diversion Authority** on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Services Agreements and service agreement amendments for existing Services Agreements and submit them to the Co-Deputy Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Co-Deputy Executive Director for review and action.

3 Reason why it is required

JT Lawn Services and Landscaping, LLC will perform snow removal services on Metro Flood Diversion Authority owned property on an on-call basis. The Metro Flood Diversion Authority will notify JT Lawn Services and Landscaping of addresses, scope of work, and timeline to complete the work. Depending on the scope of work, JT lawn will complete the work using a front end loader and/or shovel crew. This work will be completed by the deadline given by the Metro Flood Diversion Authority.

4 Background and discussion

In accordance with Section 1a of the Services Agreement between Metro Flood Diversion Authority (“Owner”) and JT Lawn Services and Landscaping, LLC (“Contractor”) dated October 15, 2024 (“Agreement”), Owner and Contractor agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Contract Change \$ | Original or Revised Contract \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|-----------------------------------|
| SA-A0 | 0.00 | 10,000.00 | 10/15/2024 | 5/1/2025 | Initial authorization of All Work |
| Totals | | 10,000.00 | | | |

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

| Year | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|-----------------------|
| 2024 | SW-1170 | 5,000.00 | 5,000.00 | 0.00 | 5,000.00 | Initial authorization |
| 2025 | SW-1170 | 5,000.00 | 5,000.00 | 0.00 | 5,000.00 | |

6 Attachments:

- Services Agreement

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

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

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

Approved by: Michael Redlinger, Co-Deputy Executive Director

Date: 8/28/2024

Executive Director Contracting Recommendation



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

| | |
|---|----------------------------|
| <p>Minnkota Power Cooperative, Inc T007 Amendment 0 Relocate Oxbow Substation – 15kV Materials</p> | <p>\$913,880.03</p> |
| <ul style="list-style-type: none"> • Relocate Oxbow Substation – 15kV substation materials | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to task orders and task order amendments for existing Master Utility Relocation Agreements (MURA) and submit them to the Co-Deputy Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Co-Deputy Executive Director for review and action.

3 Reason why it is required

This task order is for the proposed materials purchase for Minnkota Power Cooperative, Inc. Oxbow Substation relocation. The existing Oxbow Substation is located approximately one mile north of the town of Oxbow and within the backwater flowage easement of the southern embankment. The major materials/equipment included as part of the substation relocation are steel structures, switched, breakers, control enclosures, bus, communications, and protection.

4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the 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 Mater Utility Relocation Agreement between the Metro Flood Diversion Authority (the “Authority”) and Minnkota Power Cooperative, Inc (“Utility”) dated September 3, 2021 (the “Agreement”), the Authority and the Utility agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Contract Change \$ | Original or Revised Contract \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|-----------------------|
| TO07-A0 | 0.00 | 913,880.03 | 8/26/2024 | 12/31/2024 | Initial scope of work |
| Total | | 913,880.03 | | | |

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost Account Code | Estimated Cost (\$) | Budget Allocated (\$) | Actual paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|-------------------------|
| 2024 | CN-4010 | 913,880.03 | 913,880.03 | 0.00 | 913,880.03 | Within allocated budget |

6 Attachments:

- Task Order 07 Amendment 0

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

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

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

Approved by: Michael Redlinger, Co-Deputy Executive Director

Date: 9/10/2024

Executive Director Contracting Recommendation



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

| | |
|--|----------------------------|
| <p>Industrial Builders, Inc TO24 Amendment 0 WP38C – OIN 9423, 9436 & 9440 – Property Structure Mitigation</p> | <p>\$296,000.00</p> |
| <ul style="list-style-type: none"> • Perform Property Mitigation Services for WP38C – OIN 9423, 9436 and 9440. | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the Metro Flood Diversion Authority on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Agreement for Construction Services (MACS) and submit them to the Co-Deputy Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Co-Deputy Executive Director for review and action.

Reason why it is required

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

Background and discussion

Two Task Order Bid Proposals were received on September 13, 2024 and the Bid Tabulation results are shown below.

| No. | ITEM | QUANTITY | UNIT | Engineers Estimate | | Industrial Builders | | Schmidt and Sons | |
|-----|---|----------|------|--------------------|---------------------|---------------------|---------------------|------------------|---------------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1. | Mobilization | 1 | LS | \$30,000.00 | \$ 30,000.00 | \$12,000.00 | \$ 12,000.00 | \$10,000.00 | \$ 10,000.00 |
| 2. | Clearing & Grubbing | 1 | LS | \$50,000.00 | \$ 50,000.00 | \$38,730.00 | \$ 38,730.00 | \$98,000.00 | \$ 98,000.00 |
| 3. | Removals – OIN 9423 - House | 1 | LS | \$70,000.00 | \$ 70,000.00 | \$80,000.00 | \$ 80,000.00 | \$71,000.00 | \$ 71,000.00 |
| 4. | Removals - OIN 9423 - Basement | 1 | LS | \$30,000.00 | \$ 30,000.00 | \$40,000.00 | \$ 40,000.00 | \$34,000.00 | \$ 34,000.00 |
| 5. | Removals - OIN 9423 All remaining items | 1 | LS | \$30,000.00 | \$ 30,000.00 | \$57,000.00 | \$ 57,000.00 | \$75,000.00 | \$ 75,000.00 |
| 6. | Removals - OIN 9436 All remaining items | 1 | LS | \$15,000.00 | \$ 15,000.00 | \$30,000.00 | \$ 30,000.00 | \$32,000.00 | \$ 32,000.00 |
| 7. | Removals – OIN 9440 All remaining items | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$12,000.00 | \$ 12,000.00 | \$23,000.00 | \$ 23,000.00 |
| 8. | Topsoil Import | 450 | CY | \$ 12.00 | \$ 5,400.00 | \$ 14.00 | \$ 6,300.00 | \$ 10.00 | \$ 4,500.00 |
| 9. | Imported Fill | 790 | CY | \$ 12.00 | \$ 9,480.00 | \$ 14.00 | \$ 11,060.00 | \$ 10.00 | \$ 7,900.00 |
| 10. | Seeding & Mulching | 4,455 | SY | \$ 1.75 | \$ 7,796.25 | \$ 2.00 | \$ 8,910.00 | \$ 2.00 | \$ 8,910.00 |
| | Total | | | | \$252,676.25 | | \$296,000.00 | | \$364,310.00 |

The Diversion Authority has awarded WP38C Task Order 24 OIN 9423, 9436 and 9440 – Property Structure Mitigation to Industrial Builders, Inc (Contractor) as the lowest bidder.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|-----------------------|
| TO24-A0 | 0.00 | 296,000.00 | 9/13/2024 | 5/30/2025 | Initial scope of work |
| Totals | | 296,000.00 | | | |

3 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

| Year | Original Agreement or Amendment | Cost Account Code | Estimated Cost (\$) | Budget Allocated (\$) | Actual paid to date (\$) | Budget Remaining (\$) | Comments |
|------|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|----------|
| 2024 | TO24-A0 | PA-1360 | 296,000.00 | 296,000.00 | 0 | 296,000.00 | |

4 Attachments:

- Task Order 24 Amendment 0

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

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

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

Approved by: Robert Wilson, Co-Deputy Executive Director

Date: 9/16/2024

Memorandum



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

From: Co-Executive Directors Robert Wilson & Michael Redlinger

Date: September 18, 2024

Re: Diversion Authority/Cass County HR MOU Amendment

General Counsel Shockley has prepared the attached First Amendment to the Memorandum of Understanding (MOU) between the MFDA and Cass County for Human Resource related services. The intent of the amendment is to clarify actual services provided and the applicable HR policies for Diversion Authority employees.

Cass County has reviewed the amendment and is scheduled to consider approval at the Commission meeting on October 7th pending Diversion Authority approval.

When this item was discussed by the Planning Committee there was also a discussion of options for determining a yearly Cost of Living Allowance (COLA) for Diversion Authority employees. As currently drafted COLA determinations for Diversion Authority employees would be the same as COLA determinations for Cass County Employees. If the Board of Authority would like to adopt a different formula the MOU can be amended to reflect the direction given by the Board of Authority.

Recommended Action: Approve the proposed First Amendment to MOU between Cass County and the MFDA for HR Services.

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN CASS COUNTY
AND THE METRO FLOOD DIVERSION AUTHORITY**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “First Amendment”) effective as of the __ day of September, 2024 (the “Effective Date”), by and between Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota (the “County”) and the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota (the “Authority”).

WHEREAS, on August 22, 2019, the County and the Authority entered into an Interim Memorandum of Understanding whereby the County’s human resource department provided human resource services related to payroll and benefits to the Authority’s Executive Director and future employees, at no cost to the Authority, which expired on December 31, 2019; and

WHEREAS, the County and Authority subsequently entered into a Memorandum of Understanding, whereby the County’s human resource department provided human resource services related to payroll and benefits to the Authority’s Executive Director and employees at no cost to the Authority, beginning January 1, 2020, through December 31, 2021; and

WHEREAS, on January 1, 2022, the County and the Authority entered into a Memorandum of Understanding (the “MOU”), which is attached hereto as **Exhibit 1**, whereby the parties lengthened the term and continued the relationship by memorializing the terms, rights, and responsibilities in writing with regard to human resource-related services; and

WHEREAS, Section 7.02 of the MOU provides that the MOU may only be modified by mutual consent of both parties; and

WHEREAS, the parties now desire to amend the MOU to expand the human resource-related services provided by the County to the Authority by entering into this First Amendment; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- A. Section 2.01 of the MOU is hereby amended as follows (with struck language to be deleted and underlined language to be added), including a new Exhibit A to the MOU, which is attached to this First Amendment:

Section 2.01 INTENT. The Authority has hired and may hire a small number of additional staff in the future. Given the County’s large human resource department and the small number of employees hired and to be hired by the Authority in the future, the County will provide all human resource services ~~related to benefits and payroll services to Authority employees in accordance with the Cass County Employee Handbook (“Employee Handbook”), as amended from time to time by the County, and attached hereto as **Exhibit A** to Authority employees.~~ related to benefits and payroll services to Authority employees in accordance with the Cass County Employee Handbook (“Employee Handbook”), as amended from time to time by the County, and attached hereto as **Exhibit A** to Authority employees. The County’s human resource department will provide human

resource services ~~related to payroll and benefits~~ to the Authority's Executive Director and employees at no cost to the Authority, beginning January 1, 2022, through December 31, 2029.

- B. Section 2.02 of the MOU is hereby amended as follows (with underlined language to be added):

Section 2.02 EMPLOYEE HANDBOOK. The County shall administer human resource services in accordance with the Employee Handbook. The parties agree and acknowledge that the Employee Handbook is formally in place but that from time to time, the County may change, revise, or eliminate policies and/or benefits described therein. Any such change, or any deviation from the stated policies, must be authorized and signed by the Administrator of Cass County and approved by the County Commission.

- C. Section 3.01 of the MOU is hereby amended as follows (with struck language to be deleted and underlined language to be added):

1. Provide human resource services ~~related to payroll~~including, but not limited to payroll, retirement, and benefits to the Executive Director and any employee hired by the Authority. The County shall administer ~~payroll~~human resource services to the Executive Director and any employee hired by the Authority in accordance with the provisions and guidelines set forth in the ~~Cass County Employee Handbook~~ ("Employee Handbook"), ~~"Timekeeping/Payroll" Sections 401-406~~ as may be amended from time to time, attached as **Exhibit A**;

~~2. Provide human resources services related to retirement and health benefits to the Executive Director and any employees of the Authority through the County's sponsored plans, in compliance with applicable federal and state laws, and subject to eligibility requirements. The County shall provide benefit services in accordance with "Employee Benefits" Section 301 as may be amended from time to time, of the Employee Handbook;~~

2. Develop and implement policies related to the accrual of unused leave. The Executive Director and any employee hired by the Authority may carry over a maximum of 240 hours of accrued leave from one year to the next for purposes of accumulating additional leave;

3. Conduct individual meetings with the Executive Director and any employees hired by the Authority to address any questions, suggestions, or concerns in relation to County human resource policies;

4. Provide the Executive Director and any employee hired by the Authority with ~~sections~~a copy of the Employee Handbook referenced above. The County agrees that it will ensure these sections of the Employee Handbook are timely updated, as necessary, due to changes in federal and state law, or as might otherwise be deemed appropriate by the County;

5. Make Best Efforts and work cooperatively in Good Faith with the Executive Director, employees, contractors, consultants, and staff of the Authority;
 6. Invoice the Authority for any and all employment related costs associated with the Executive Director or and other Authority employees, including salary, benefits and reimbursements provided in accordance with the Executive Director's Employment Agreement and in accordance with the salary and benefits schedule established by the Authority for other Authority employees at the end of each month;
 7. Recognize the Authority's exclusive right to direct and control the day-to-day activity of the Executive Director and future employees hired by the Authority as is necessary to conduct business related to the construction of the Project;
 8. Recognize the Authority's exclusive right to hire, discipline, and terminate the Executive Director and any employee hired by the Authority as may be necessary to fulfill the Authority's responsibilities; and
 9. Provide the services to the Authority, at no cost.
- D. All other terms of the MOU will remain in full force and effect, except as specifically modified by this First Amendment.
- E. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. The parties agree that the electronic signature to this First Amendment shall be as valid as an original signature of the County and the Authority and shall be effective to bind the signatories to this First Amendment. 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.

[Signatures appear on the following pages.]

CASS COUNTY, NORTH DAKOTA:

Chad Peterson, Chair

Robert Wilson, County Administrator

ATTEST:

Brandy Madrigga, County Finance Director

[Signatures continued on the following page.]

METRO FLOOD DIVERSION
AUTHORITY:

Michelle (Shelly) A. Carlson, Chair

Michael Redlinger, Co-Deputy Executive
Director

ATTEST:

Dawn Lindblom, Secretary

EXHIBIT 1

COPY OF MEMORANDUM OF UNDERSTANDING DATED JANUARY 1, 2022

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN
CASS COUNTY, NORTH DAKOTA
AND
THE METRO FLOOD DIVERSION AUTHORITY**

Dated as of January 1, 2022

Relating to:

**An agreement outlining the relationship and responsibilities of Cass County and the Metro
Flood Diversion Authority with regard to human resource related services.**

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

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is effective as of the 1st day of January, 2022 (the “Effective Date”), by and between Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota (the “County”) and the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota (the “Authority”) (collectively referred to as the “Parties”).

WHEREAS, under the terms of the Joint Powers Agreement dated June 11, 2016, (the “JPA”), the Authority may enter contracts and employ personnel related to the Fargo-Moorhead Area Diversion Project (the “Project”); and

WHEREAS, under the terms of the JPA, the Authority employed an Executive Director to function as the chief administrative officer of the Authority on September 1, 2019; and

WHEREAS, on August 22, 2019, the County and the Authority entered into an Interim Memorandum of Understanding whereby the County’s human resource department provided human resource services related to payroll and benefits to the Authority’s Executive Director and future employees at no cost to the Authority; and

WHEREAS, the Interim Memorandum of Understanding expired on December 31, 2019, and the County and the Authority entered into a more complete agreement regarding the provisions of personnel services; and

WHEREAS, under the terms of the subsequent agreement, the County’s human resource department provided human resource services related to payroll and benefits to the Authority’s Executive Director and employees at no cost to the Authority, beginning January 1, 2020, through December 31, 2021; and

WHEREAS, the Parties desire to lengthen the term and continue the relationship by memorializing the terms, rights, and responsibilities in writing under this new Agreement, which supersedes all previous agreements between the parties related to this matter.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

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

“**Agreement**” means this Memorandum of Understanding dated January 1, 2022.

“**Applicable Law**” means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations,

guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Authority or the County.

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

“Best Efforts” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

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

“Effective Date” means January 1, 2022.

“Employee Handbook” means the Cass County Employee Handbook which describes workplace policies and employee guidelines for Cass County Employees.

“Executive Director” means the person hired by the Authority pursuant to an Employment Agreement dated September 1, 2019, to serve as the Executive Director of the Authority pursuant to the terms and conditions of the Joint Powers Agreement.

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

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

“Metro Flood Diversion Authority” or **“Authority”** means the political subdivision created by the Joint Powers Agreement consisting of the communities of Fargo, North Dakota and Moorhead, Minnesota, along with Cass County, North Dakota, Clay County, Minnesota, and the Cass County Joint Water Resources District.

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

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-

Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the US Army Corps of Engineers, District Engineer, St. Paul District on September 19, 2013, the Final Supplemental Environmental Assessment #2, Fargo Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019 and approved by the District Engineer, St. Paul District on February 28, 2019, and as amended by the Governors' Task Force and applicable permit requirements.

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

ARTICLE II. INTENT

Section 2.01 INTENT. The Authority has hired and may hire a small number of additional staff in the future. Given the County's large human resource department and the small number of employees hired and to be hired by the Authority in the future, the County offered to provide human resource services related to benefits and payroll services to Authority employees. The County's human resource department will provide human resource services related to payroll and benefits to the Authority's Executive Director and employees at no cost to the Authority, beginning January 1, 2022, through December 31, 2026.

ARTICLE III. RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY

Section 3.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY. It is hereby acknowledged and agreed upon between the Parties that the County will:

1. Provide human resource services related to payroll to the Executive Director and any employee hired by the Authority. The County shall administer payroll to the

Executive Director and any employee hired by the Authority in accordance with the provisions and guidelines set forth in the Cass County Employee Handbook (“Employee Handbook”), “Timekeeping/Payroll” Sections 401-406 as may be amended from time to time, attached as **Exhibit A**;

2. Provide retirement and health benefits to the Executive Director and any employees of the Authority through the County’s sponsored plans, in compliance with applicable federal and state laws, and subject to eligibility requirements. The County shall provide benefit services in accordance with “Employee Benefits” Section 301 as may be amended from time to time, of the the Employee Handbook;
3. Conduct individual meetings with the Executive Director and any employees hired by the Authority to address any questions, suggestions, or concerns in relation to County human resource policies;
4. Provide the Executive Director and any employee hired by the Authority with sections of the Employee Handbook referenced above. The County agrees that it will ensure these sections of the Employee Handbook are timely updated, as necessary, due to changes in federal and state law, or as might otherwise be deemed appropriate by the County;
5. Make Best Efforts and work cooperatively in Good Faith with the Executive Director, employees, contractors, consultants, and staff of the Authority;
6. Invoice the Authority for any and all employment related costs associated with the Executive Director or and other Authority employees, including salary, benefits and reimbursements provided in accordance with the Executive Director’s Employment Agreement and in accordance with the salary and benefits schedule established by the Authority for other Authority employees at the end of each month;
7. Recognize the Authority’s exclusive right to direct and control the day-to-day activity of the Executive Director and future employees hired by the Authority as is necessary to conduct business related to the construction of the Project;
8. Recognize the Authority’s exclusive right to hire, discipline, and terminate the Executive Director and any employee hired by the Authority as may be necessary to fulfill the Authority’s responsibilities; and
9. Provide the services to the Authority, at no cost.

**ARTICLE IV.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY**

Section 4.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY. It is hereby acknowledged and agreed upon between the Parties that the Authority will:

1. Retain the exclusive right to direct and control the day-to-day activity of the Executive Director and employees hired by the Authority as is necessary to conduct business related to the construction of the Project;

2. Retain the exclusive right to hire, discipline, and terminate the Executive Director and any employee hired by the Authority as may be necessary to fulfill the Authority's responsibilities;
3. Report to the County any Authority employees hired, promoted, or terminated;
4. Provide any other pertinent information requested by the County's human resource department in a timely manner; and
5. Promptly pay all County invoices for any and all Authority employment-related costs as prepared by the County in accordance with Section 3.01(6) of this Agreement.

**ARTICLE V.
TERM AND TERMINATION**

Section 5.01 TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect for five (5) years until termination on December 31, 2026 (the "Initial Term"). After the Initial Term, the parties may enter into a new or amended agreement.

Section 5.02 TERMINATION. In addition to the provisions of Section 5.01, this Agreement may terminate for any of the following reasons:

1. Either Party may terminate this Agreement without termination fee, penalty, or liquidated damages if the other Party commits a breach of any material obligation under this Agreement; provided that if a Party shall by any act or omission, be in breach of any material obligation under this Agreement and such breach shall continue for a period of fourteen (14) days after written notice thereof has been given by the Party to the offending Party, the Party shall have the right to terminate this Agreement with immediate effect by notice to the offending Party.
2. The Parties may mutually agree in writing to terminate this Agreement, at any time, without termination fee, penalty, or liquidated damages.

Section 5.03 NOTICE. Written notice shall be addressed to the following addresses:

Authority: Chair
Metro Flood Diversion Authority Board
207 4th St. N, Suite A
Fargo, ND 58102

County: Cass County Finance Director
P.O. Box 2806
Fargo, ND 58108-2806

**ARTICLE VI.
DISPUTE RESOLUTION**

Section 6.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in

accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 6.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the County striking first, followed by the Authority.

Section 6.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior Section, the Parties may litigate the matter.

Section 6.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 6.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE VII. MISCELLANEOUS

Section 7.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 7.02 MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 7.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 7.04 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 7.05 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 7.06 ACKNOWLEDGMENT. Each of the Parties affirm and acknowledge that it has fully read and appreciates, and understands the words, terms, conditions, and provisions of this Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.

Section 7.07 THIRD PARTY BENEFICIARIES. This Agreement was created for the benefit of the Executive Director and/or any employees hired by the Authority as third party beneficiaries.

Section 7.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 7.09 SURVIVAL. The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 7.10 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances including, but are not limited to: 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 order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 7.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.


IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

(Remainder of page intentionally left blank)


Signature Page for Cass County

The Governing Body of Cass County, North Dakota approved this Agreement on the 7th of March, 2022.

Cass County, North Dakota
Board of Commissioners

By: 
Chad Peterson, Vice Chair

ATTEST:


Brandy Madriga, County Finance Director

Signature Page for the Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this Agreement on the 24th of March, 2022.

Metro Flood Diversion Authority

By: *Chad Peterson*
Chad Peterson, Chair

ATTEST:

Dawn Lindblom
Dawn Lindblom, Secretary

EXHIBIT A TO MOU
CASS COUNTY EMPLOYEE HANDBOOK



Cass County

EMPLOYEE HANDBOOK

Issued 01/01/2019

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Mission Statement

The Mission of the Cass County Board of Commissioners:

1. To develop, approve and administer yearly budgets and set appropriate mill levies within statutory constraints.
2. To determine County policy and strategic planning decisions in conjunction with County functional directors to assure that County services mandated by statute, or determined by policy are provided equitably to the citizens of Cass County.
3. To assure that property tax assessment and collection is accomplished, as dictated by statute, and determined by service level in serving the citizens of Cass County.

In addition, the Commission shall manage and maintain all County property, purchase and dispose of such property and supervise the electoral process for the citizens of Cass County, and employs all non-elected personnel.

Code of Ethics

Cass County is committed to the highest standards of conduct by and among county personnel in the performance of their public duties. Individual and collective adherence to high ethical standards by public personnel is central to the maintenance of public trust and confidence in government.

While county personnel agree on the need for proper conduct, they may experience personal conflict or differing views of values or loyalties.

In such cases the principles contained in this Code of Ethics provide valuable guidance in reaching decisions which are governed, ultimately, by the dictates of the individual conscience of the public employee and his or her commitment to the public good.

Certain of these ethical principles are best expressed as positive statements: actions which should be taken; courses which should be followed; goals which should permeate both public and private conduct. Other principles are expressed as negative statements: actions to be avoided and conduct to be condemned.

The Code of Ethics for County Personnel has been created by and for county personnel. However, these principles apply to the day-to-day conduct of both elected and appointed officials and employees of county government.

Cass County recognizes that this Code of Ethics should serve as a valuable reference guide for all those in whom the public has placed its trust.

Ethical Principles

The ethical county employee should:

- Properly administer the affairs of the county.
- Promote decisions which only benefit the public interest.
- Actively promote public confidence in county government.
- Keep safe all funds and other properties of the county.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
- Maintain a positive image to pass constant public scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public employees and associates.
- Maintain a respectful attitude toward employees, other public personnel, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
- Faithfully comply with all laws and regulations applicable to the county and impartially apply them to everyone.
- The ethical county employee should not:
 - Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
 - Improperly influence or attempt to influence other officials to act in his or her own benefit.
 - Accept anything of value from any source which is offered to influence his or her action as a public official.
- The ethical county employee accepts the responsibility that his or her mission is that of servant and steward to the public.

Organizational Chart

Cass County Commission

- Five Commissioners Elected in Districts

Elected Department Heads

- Sheriff
- State's Attorney

Appointed Department Heads

- County Administrator
- County Finance Director
- County Coroner
- County Recorder
- Emergency Manager
- Extension Agent
- Highway Engineer
- Information Technology
- Tax Director
- Veterans Service Officer

Commission Appointed Boards

- Cass County Human Service Zone Board
- County Planning Commission
- Housing Authority
- SE Cass, North Cass, Rush River and Maple River Water Resource Districts
- Weed Control
- Vector Control

The County Commission appoints some members of various other boards and serves on additional boards themselves. The board also supports, through mill levies, Cass County Council on Aging, Fargo Senior Commission, Cass County Fair Association and Cass County Historical Society; however, the Commission does not appoint the members of these boards.

**Commissioner Portfolios
2023-2024**

Administrative Services “A”
(COMMISSIONER CHAD PETERSON)

County Administration
- Buildings and Grounds
- Human Resources
Finance

Administrative Services “B”
(COMMISSIONER TONY GRINDBERG)

State’s Attorney
Information Technology
County Recorder
County Assessor

Human Services
(COMMISSIONER JIM KAPITAN)

Human Services Zone Board
Extension
Veterans Service

Public Safety Services
(COMMISSIONER MARY SCHERLING)

Sheriff
- Jail & Juvenile Center
- Emergency Management
- Coroner

Planning & Operation Services
(COMMISSIONER DUANE BREITLING)

Roads and Bridges
- Planning
- Weed
- Vector
- Water Resource Boards

100 About the Handbook*Effective Date: 05/07/2018*

From time to time, we may change, revise, or eliminate any of the policies and/or benefits described in this handbook. Any such change, or any deviation from the stated policies, must be authorized and signed by the Administrator of Cass County and approved by the County Commission.

This handbook replaces any previous handbooks, and also replaces any prior oral or written policies, practices, or promises made by us concerning you or another employee's terms and condition of employment.

Every policy in this handbook has been carefully considered and is important to the successful operations of our county. Thus, if you violate any policy in this handbook, you may be subject to discipline, up to and including termination from employment, regardless if the policy provides for specific disciplinary actions that we may take.

101 Employee Relations & Fair Treatment Policy*Effective Date: 05/07/2018*

At Cass County, we recognize that employees are the backbone of our success. Our achievements are due to the spirit and cooperation of our people who contribute. We promote a work environment that encourages both teamwork and individual initiative.

We will do our best to:

- provide a safe working environment;
- select and promote people on the basis of skill, training, ability, merit, attitude, and character without prejudice or discrimination;
- maintain competitive wages and benefits, appropriate with our philosophies;
- welcome employee input, ideas and constructive criticisms at all times;
- develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow workers;
- dedicate ourselves to being the best and getting better;
- respect individual rights, and treat all employees with courtesy and consideration;
- maintain mutual respect in our working relationship; and
- do all these things in a spirit of friendliness and cooperation.

Each of us, as employees, is responsible for:

- regular and punctual attendance;
- reporting to work, ready to work with proper attire;
- good housekeeping skills (keeping self, work station, and surrounding areas as clean as possible);
- safe working practices and good work performance;
- cooperating with fellow employees to achieve the best results;

- mutual respect for those we work with;
- constructive participation in the operation of the county by contributing your individual ideas and by becoming personally involved in opportunities as they may arise; and
- portraying a positive image, both at work and while in the community.

We believe that the work conditions, wages, and benefits we offer to our employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We demonstrate our commitment to our employees by responding promptly and effectively to employee concerns.

Fair Treatment Policy

We provide you and other employees with a method by which everyone can voice their concerns when anyone feels they have been treated unfairly and the dispute is not resolved through normal problem solving channels. You are encouraged to resolve informal complaints with the appropriate member of management. We will attempt to resolve an informal complaint within seventy-two (72) working hours.

STEP I

Employee If you have a complaint, you should make every effort to discuss the problem orally with your immediate supervisor and/or the Human Resources Director. This initial contact should be made within a reasonable period from the time the incident occurs, usually fifteen (15) working days.

If the complaint is initially reported to the Human Resources Director, the Human Resources Director should notify the Department Head within three (3) working days of receiving the complaint.

Supervisor It is the responsibility of the supervisor to address the problem. Supervisors should generally respond orally within fifteen (15) working days from receipt of the complaint.

STEP II

Employee If you are not satisfied with the results of Step I, you may state the complaint in writing and present the written complaint to your department head and/or the Human Resources Director. This must be done within fifteen (15) working days after Step I has concluded. One copy of the form should be given to the department head, one to the Human Resources Department, and you should keep one copy.

Department Head It is the responsibility of the department head to address the problem. Department heads should generally respond within fifteen (15) working days from receipt of the written complaint

102 At Will Employment

Effective Date: 08/01/2022

Your employment with us is voluntary and is subject to termination by you or us at will, with or without cause, and with or without notice, at any time, with the exception of Human Service Zone employees, who are subject to the State Merit System. Nothing in this handbook should be interpreted to be in conflict with or modify your status as an at-will employee. This handbook is not an employment contract, and no one outside of our County Administrator has the ability to offer any type of contract of employment.

103 Equal Employment Opportunity

Effective Date: 05/07/2018

We provide employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, sexual orientation, gender identity, marital status, status with regards to public assistance, participation in lawful activity off the employer's premises during non-working hours (which is not in direct conflict with the essential business-related interests of the County) or any other characteristic protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications, and abilities. However, we may provide hiring preference to veterans and disabled veterans, pursuant to N.D.C.C. §37-19.1.

We will not request or require a genetic test or collect or use any protected genetic information from any employee or applicant in connection with employment-related decisions.

This policy applies to all terms and conditions of employment, including recruiting, hiring, compensation, selection, job assignment, promotion, discipline, termination, layoff, recall, transfer, access to benefits, leaves of absences, and training. If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring these issues to the attention of your immediate supervisor or the Human Resources Department. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Accommodating Individuals with Disabilities

Effective Date: 05/07/2018

We are committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”). It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability. This includes, but is not limited to, discrimination with respect to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment.

If you believe you need a reasonable accommodation to perform the essential functions of your job, contact the Human Resources Department. Consistent with this policy of nondiscrimination, we will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, provided that such accommodation does not constitute an undue hardship on our organization. We encourage individuals with disabilities to come forward and request reasonable accommodations if needed.

On receipt of an accommodation request, a member of the Human Resources Department will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that we might make to help you overcome those limitations. We may request reasonable medical documentation to help us better understand your limitations and necessary reasonable accommodations.

We will determine whether the requested accommodation constitutes an undue hardship by considering various factors, including, but not limited to the nature and cost of the accommodation in light of the our financial resources and the accommodation’s impact on the operation of our organization, including its impact on the ability of other employees to perform their duties and our ability to conduct business.

The ADA does not require us to reallocate essential job functions or to provide personal use items such as eyeglasses, hearing aids, and wheelchairs. We retain sole discretion to determine the reasonableness of requested accommodations.

You must comply with safety rules at all times. We make every effort to place applicants and employees in positions for which they are qualified. However, in the event that you are placed in a position where, with or without a reasonable accommodation, you would create a direct threat to the safety or health of yourself or others, we may remove you from the position until we can obtain medical documentation regarding your ability to safely perform the essential functions of the position.

Information obtained or provided in connection with the existence of a disability, or the need for an accommodation, will be kept strictly confidential, and will only be disclosed to those individuals who have an actual need to know about them, and then, only to the degree necessary.

If you have a question or concern about this policy, you are encouraged to bring these issues to the attention of the Human Resources Department. You can raise concerns and make reports without fear of reprisal. Anyone found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

105 Personal Relationships in the Workplace

Effective Date: 05/07/2018

The employment of relatives or persons involved in dating relationships in the same area of the organization may cause serious conflicts and problems with favoritism and employee morale. In addition, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

We do not prohibit employing relatives of other employees, or persons involved in dating relationships with other employees. However, we monitor situations in which such individuals may work in the same area. Generally, relatives and persons involved in dating relationships will not be allowed to report to one another or otherwise work in a position that has control or influence over the other person's hiring, advancement, performance evaluation, discipline, or termination. In case of actual or potential problems, we will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is defined as a spouse, mother, father, sister, brother, children, grandparents, nieces, nephews, aunts, uncles, and persons bearing the same relationship as the employee's spouse.

106 Employee Medical Examinations

Effective Date: 05/07/2018

We may require you to undergo a medical examination if necessary to comply with applicable state and/or federal laws, or if we wish to ensure that you are able to perform your duties safely.

Pre-Employment and Pre-Transfer / Promotion Physicals

You may have to successfully pass a physical exam before starting certain positions within the County. If so, you will only be tested on your ability to perform job-specific tasks and functions, and will not be tested on your general health. If you do not pass the physical exam, we will withdraw the job offer or promotional opportunity, unless there is a reasonable accommodation that will enable you to effectively perform the position's essential functions. The cost of the exam will be our responsibility.

Additional Employee Assessments

We may also have you evaluated by a doctor in such circumstances as the following: to determine or update your ability to perform in your current position, pursuant to our drug and alcohol policy, to confirm your need for medical leave, to assess your ability to return to the workplace after a medical leave, to determine your need for accommodations, or to comply with applicable state or federal laws.

We keep your medical information confidential and separate from the other parts of your personnel file, and we strictly limit access to such information to those individuals who have a legitimate and necessary need to know.

107 Immigration Law Compliance*Effective Date: 05/07/2018*

We employ only individuals who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

When hired, as a condition of employment, you must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you were previously employed with us, you must complete a new form if you have not completed an I-9 for us within the past three years, or if your previous I-9 is no longer retained or valid.

We must terminate employees who are unable to provide appropriate documentation in support of their right to work in the United States within three (3) days of their start date.

If you have questions or want more information on immigration law issues, contact the Human Resources Department. You may raise questions or complaints about immigration law compliance without fear of reprisal.

108 Conflicts of Interest*Effective Date: 08/01/2022*

Activities or relationships that conflict with our interests or adversely affect our reputation should be avoided. We cannot describe every situation that may constitute a conflict of interest; rather, the purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest. Contact the County Administrator if you have any questions about conflicts of interest.

A conflict of interest occurs when your loyalty is, or appears to be, divided between your self-interest or the interests of a third-party and our interests. The types of conflicts of interest you must avoid include, but are not limited to:

- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefit in exchange for favorable decisions or actions in the performance of your job or that might appear to influence your decision-making or professional conduct;
- Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of confidential information or trade secrets;
- Accepting employment or compensation that could reasonably be expected to impair your independent judgment in the performance of your duties;
- Accepting a kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving us;
- Giving preferential treatment in business dealings to any person or company in which you, a relative or friend has a significant ownership interest or relationship.

This policy does not apply to elected officials seeking election contributions. Human Service Zone employees follow the Unified Human Service Zone policy manual.

You must disclose actual or potential conflicts or any relationships that may create the appearance of a conflict of interest to your supervisor as soon as you become aware of them so that safeguards can be established to protect all parties.

109 Whistleblower Protections

Effective Date: 05/07/2018

We strive to create an ethical and open work environment, to ensure we have a governance and accountability structure that supports our mission, and to encourage and enable you to raise legitimate concerns about the occurrence of illegal or unethical actions within the County instead of turning to outside parties for resolution.

We expect you to report activities you consider to be illegal, unethical, or dishonest internally. You are not responsible for formally investigating the activity or determining fault or corrective measures. Instead, as discussed below, appropriate management officials are charged with these responsibilities.

Examples of illegal, unethical, or dishonest activities include, but are not limited to:

- Violations of federal, state or local laws
- Activities that potentially violate healthcare reform laws
- Theft or inappropriate removal or possession of property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Falsification of timekeeping records
- Violation of OSHA or other regulatory standards
- Sexual or other unlawful or unwelcome harassment
- Unauthorized disclosure of business “secrets” or confidential information

If you have knowledge of or a concern about actual or potential illegal, dishonest, or fraudulent activity, you should contact your immediate supervisor or the Department Head. The Human Resources Department and Department Head will investigate your concerns and determine the proper course of corrective action. If someone in the Human Resources Department is the subject of the whistleblower complaint, the County Administrator will become responsible.

Insofar as possible, we will try to maintain your confidentiality. However, your identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. We will not retaliate, nor permit retaliation against anyone who brings forward a legitimate concern under this policy. If you believe you are being retaliated against, contact the Human Resources Department immediately. Protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

If you intentionally or recklessly file a false or baseless report of wrongdoing, you will be subject to discipline up to and including termination. If you have questions about this policy, please contact your supervisor or the Department Head.

110 Confidentiality and Non-Disclosure*Effective Date: 12/20/2021*

While much of our business information is open to the public through public access laws, we still have an interest in keeping certain information confidential. Confidential information includes electronic data or intellectual property owned by the County.

To the extent information is confidential, as defined in this policy, or set forth by Department procedures, policies or practices, or set forth in a confidentiality or non-disclosure agreement, it is to remain confidential and protected from disclosure until such time as we specifically declare such information to be no longer confidential, except as required or provided by law.

Unless we specifically direct otherwise, you shall not duplicate or otherwise copy any confidential materials or information. You must return all confidential materials or information in your possession immediately upon separation of employment or upon request.

Nothing in this policy is intended to restrict you from exercising legal rights under any state or federal law nor will you be subject to discipline for engaging in legally protected activity.

We recognize some of our information is open to the public. However, we consider all materials, information, and electronic data to be the property of Cass County. If you, or anyone else, including former employees, want to access these records or copy these records, you must do so through an open records request.

111 Job Posting*Effective Date: 05/20/2024*

We believe strongly in employee promotion and development. We encourage you to express your interest in open positions and advancement opportunities within the organization according to your skills and experience. We typically post job openings on the Cass County Government website, but Department Heads have the discretion to post elsewhere at their discretion. All positions are posted with North Dakota Job Services as well as job boards. In the interest of finding the most qualified candidate, we often post positions both internally and externally at the same time.

To apply for an open position, all interested individuals must submit an online job application to the Human Resources Department listing job-related skills and accomplishments. Job openings for the Human Services Zone are posted on the State of North Dakota's website and applications should be submitted following directions on that website.

If you are selected as a finalist, your supervisor will generally be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer will also be discussed at that time.

We recognize the benefit of developmental experiences and encourage you to talk with your supervisor about career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization.

Although we typically prefer to fill open positions with current employees who express interest in the positions, we may choose to hire an external candidate over a current employee if we determine that the external candidate best meets the needs of the position.

Promotions or Transfers

If you are interested in a promotion or a transfer, a completed Cass County application must be submitted. You are not guaranteed a promotion simply because a vacancy may occur. Instead, promotions will be based on information documented by our performance evaluation process, including outstanding work performance, levels of skills and training, demonstrated reliability, your current disciplinary status, as well as position availability, and the qualifications of external candidates, if applicable.

We reserve the right to transfer employees if it is in the best interest of the County. If offered and you accept a transfer, you must notify your current Department Head. The transfer will be negotiated between the Department Heads but will be delayed no longer than 30 days.

Posting jobs

All vacant positions, including temporary positions, must have a staff requisition form signed either electronically or in writing by the Portfolio Commissioner and the Commission Chairman prior to advertising. In the absence of the Portfolio Commissioner, another Commissioner shall be appointed by either the Portfolio Commissioner or the County Administrator to sign and/or approve the staff requisition form. When the Commission Chairman is the department portfolio, the staff requisition for vacant positions shall be signed by the Commission Chairman and Vice Chairman. If a temporary position is recruited through an employment agency, the Human Resources Department must be informed of the individual's name and length of employment.

Promotions from within a department may occur. However, the position must be posted within the County. In general, these vacancies are posted for 5 working days.

112 Hiring and Referral Bonus

Effective Date: 05/20/2024

Hiring Bonus – Hard to Fill Positions:

Hiring Bonuses of \$1,000 will be paid to new full-time Cass County employees hired into hard to fill positions who meet certain requirements. New employees eligible for the hiring bonus will have successfully completed six months employment in the hard to fill position. The position will be considered “hard to fill” if the position was advertised and vacant for at least 90 days. If a job offer is made and accepted during the 90 days, the position will not be considered “hard to fill.” Current employees promoted into a hard to fill position are not eligible to receive this bonus. Individuals who successfully complete internships in County departments and are hired into hard to fill positions at the conclusion of the internship are eligible to receive a hiring bonus.

Referral Bonus for Current Employees:

Referral bonuses of \$500 will be paid to current full-time Cass County employees who refer new employees to full-time Cass County employment. Referral Bonuses will only be paid after the new employee has successfully completed six months of employment.

A current employee is only eligible to receive a Referral Bonus if the new employee lists the referring employee on their initial employment application submitted to Cass County Human Resources. Department Heads are not eligible to receive a referral bonus related to a position within their department. Referral bonuses will not be paid related to interns hired into a full-time county position.

To qualify for a referral bonus, both employees must remain employed with Cass County at the time the bonus is paid. Both employees must be in good standing with no excessive absenteeism and no performance issues. A former Cass County employee returning to Cass County employment cannot be referred by a current employee for purposes of a referral bonus.

Eligible hiring and referral bonuses will be paid related to employment applications received after January 1, 2022.

113 Underfilling an Employment Position

Effective Date: 05/20/2024

Underfilling is defined as hiring an employee for a specific position they are not fully and independently able to perform because at the time of hire they are not fully certified or licensed as required by the job posting. Examples of positions for which Underfill may be appropriate include lawyers prior to passing the Bar Exam or the County Engineer prior to being fully licensed by the State of North Dakota.

An open position must exist for an ‘underfilling employee’ to be hired. An underfilling employee will be hired into Step 1 of an existing Grade within the Cass County pay matrix that does not exceed 80% of the standard Step 1 compensation for the position being underfilled.

Underfill positions are temporary. An employee will remain in an Underfill position no longer than one calendar year from the date of hire. If an underfilling employee fails to obtain the required licensure or certification to fully perform the duties of the position, the underfill position will terminate.

Upon completion of required certification or obtaining the required license, the Department Head supervising the underfilling employee will notify Human Resources immediately and provide verification of the certification or license. Upon receiving verification, Human Resources will transition the employee from underfill to Step 1 of the full position status.

Underfill positions may be considered after the position has been advertised for at least 30 days with no fully qualified candidates applying and/or advancing in the recruitment/selection process. At that time the Department Head may fill the position as an Underfill position.

201 Employment Categories

Effective Date: 08/01/2022

Your employment status and benefit eligibility depend upon your employment classification. All employees in all classifications described below are subject to our employment-at-will policy described earlier in this handbook.

Your position is classified as either nonexempt or exempt from state and federal wage and hour laws. Nonexempt employees are entitled to overtime pay and other benefits under the wage and hour laws, whereas exempt employees are excluded from specific provisions of the wage and hour laws and are not eligible to receive overtime pay. The classification of exempt versus nonexempt is determined based on guidelines set forth by the Fair Labor Standards Act. (FLSA)

In addition to the above categories, you belong to one or more of the following employment categories:

- **Full Time** employees are those who are not in a temporary category and who are regularly scheduled to work our full time schedule of at least 40 hours per week. Generally, regular full time employees are eligible for our entire benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **Part Time** employees are those who are not assigned to a temporary category and who are regularly scheduled to work less than 40 hours per week. Regular part time employees may be eligible for some benefits sponsored by us, subject to the terms, conditions, and limitations of each benefit program.
- **Temporary** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and typically are employed six months or less. However, employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees hired directly by us receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they typically are ineligible for all of our other benefit programs.

202 Access to Personnel Files

Effective Date: 08/01/2022

We maintain a personnel file on each employee. The personnel file includes such information as your job application, resume, records of training, documentation of performance appraisals and salary increases, as well as other employment records.

Personnel files are our property, and we restrict access to the information they contain. N.D.C.C. §44-04-18.1(2) exempts certain confidential personal information from public review. Disclosure of personnel files will be made upon request and pursuant to open records law and pertinent exemptions. However, supervisors and managers who have a legitimate reason to review information in a file may do so. In the event someone other than your supervisor or department head requests access your personnel file, you will be informed in writing. Medical information and I-9 forms will be kept separate and will not be released without written consent.

If you wish to review your file, contact the Human Resources Department. With written advance notice, you may review your personnel files. The files may be reviewed in the Human Resources Office and in the presence of an individual appointed by our office to maintain the files.

203 Background Checks

Effective Date: 05/07/2018

We may conduct background and reference checks to ensure that individuals who work for us are well qualified and have a strong potential to be productive and successful. We may conduct these checks at certain critical times during the employment process, including but not limited to:

- The application and hiring process;
- Times when an employee is given access to restricted or confidential items, information, or data;
- Assignment to a particular project or customer; and
- Other significant employment events (such as promotions).

The types of checks we conduct may include such inquiries such as criminal history, credit history, degree confirmation, employment references, and licensure confirmation. The information we obtain via such inquiries will be considered in light of the needs and concerns underlying the check, and may take into account such things as customer directives or restrictions, the recency of the conviction, and the relevance of the information to the work to be performed.

We retain the sole discretion to determine what impact the acquired information may have on the applicant or employee in question, including discontinuation of the application process, removal from customer assignment, denying access to restricted items/information/and data, and even termination of employment. Decisions are made on an individualized basis.

Driving Records

Our insurance carrier may conduct a motor vehicle record (MVR) check at least annually for any employee listed as a driver of County vehicles. Driving privileges may be suspended for those who do not have a current, valid driver's license. Upon review of the MVR, the County may revoke driving privileges and/or take other employment action.

204 Personnel Data Changes

Effective Date: 05/07/2018

We expect you to promptly notify us of any changes in personnel data. Be sure to provide us with your accurate and current personal mailing address, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other similar information. If your personnel data has changed, notify the Human Resources Department.

EMPLOYMENT STATUS AND RECORDS**205 Employment Applications***Effective Date: 05/07/2018*

We rely upon the accuracy of information contained in your employment application, as well as the accuracy of other information you provide throughout the hiring process and employment. If you falsify, misrepresent, or omit any requested information, we may not hire you or, if we have already hired you, we may terminate you.

206 Performance Evaluation*Effective Date: 05/07/2018*

We strongly encourage our supervisors, managers and employees to regularly discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss positive, purposeful approaches for meeting goals.

During your first year of employment, we provide you with a formal performance evaluation. In addition, we generally schedule your annual performance evaluation on or near your anniversary date each year. More frequent evaluations may take place.

In determining performance, we compare your actual performance against accountabilities established for the position. You should work with your supervisor or Department Head to establish accountabilities, based on the duties, responsibilities, and standard of the position. The performance evaluation process should be a cooperative process and your participation is encouraged through all phases of the process. Goals and objectives should be jointly established between you and your supervisor or Department Head for the next review period.

207 Status Date*Effective Date: 05/07/2018*

We recognize everyone has two distinct anniversary dates – a “hire anniversary” and an “in grade” or “status” date. We use these status dates to determine your anniversary date and when step salary adjustments become effective.

A “hire anniversary” date reflects the date you began employment with us and is useful in determining benefits such as sick leave, annual leave and years of service. The “hire anniversary” date remains constant throughout your uninterrupted employment regardless of promotions, demotions or transfers within the County. A “hire anniversary” date may be adjusted to compensate for a leave of absence or some other similar interruption to employment.

An “in grade anniversary” or “status” date reflects the actual date you assume a particular position within a pay grade. At the start of employment, the “hire anniversary” and “in grade anniversary” will be identical and remain as such, until you are promoted or demoted, and then a new “in grade anniversary” date will be established. “In grade anniversary” dates are not established for lateral transfers.

Department Heads shall ensure that any changes to “in grade anniversary” date or “status” date for any particular employee are made timely by completing the appropriate paperwork,

including a staff requisition form, vacancy notice, and salary request form, and submit it to the Human Resources Department at the time of salary change.

208 Demotions

Effective Date: 06/06/2022

On occasion, during your employment relationship, demotions may be appropriate. We may demote an individual based on the employee's request or at the request the employee's supervisor where an individual's skills and abilities more closely fit the requirements of another position. Any type of demotion must go through the Department Head and Human Resources.

If you are assigned to a job requiring less skill, knowledge, etc. than the prior job (regardless of whether this new assignment results from the employee's choice or a supervisor's decision), the employee's compensation will typically be adjusted to reflect the rate of pay appropriate to the position. When an employee is assigned to a position with a lesser pay grade, that employee will be placed in a step recognizing full years of service with satisfactory performance appraisals up to mid-point in compensation, providing there has not been a break in service, subject to a satisfactory performance appraisal and the department head's approval. Hours worked in a benefited position will count toward full years of service. At no time, will an employee taking a demotion be placed in a pay step that would result in a pay increase. Any new pay rate will go into effect at the beginning of the first payroll period on or following the assumption of the duties of the new job.

Either the employee or the Department Head may request an exception to Human Resources.

301 Employee Benefits*Effective Date: 08/01/2022*

We provide eligible employees with a wide range of employee benefits. This handbook may contain general descriptions of those benefits. You can find detailed descriptions of benefits in our benefit enrollment materials and the summary plan descriptions and/or insurance certificates for the plans, where applicable, or in policies within this handbook.

Your eligibility for benefits depends on a variety of factors, including your employee classification. The Human Resources Department can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

- Annual Leave
- Dental Insurance
- Dependent Care & Medical FSA
- Funeral Leave
- Paid Holidays
- Jury Duty Leave
- Medical Insurance
- Medical Leave
- Military Leave
- Sick Leave
- Retirement
- Supplemental Life Insurance
- Uniform and Uniform Maintenance
- Personal Leave (unpaid)

Some benefit programs require you to make contributions, some may be unpaid, and others may be fully paid by us.

302 Holidays*Effective Date: 08/01/2022***Observed Holidays**

We observe the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)
- At the discretion of the County Commission, any other holiday declared by the Governor of North Dakota

Eligibility for Paid Holidays

All full-time and part-time employees working more than 20 hours per week receive holiday pay.

EMPLOYEE BENEFITS AND LEAVE OF ABSENCE PROGRAMS

If eligible, you will receive holiday pay at your regular rate of pay times the number of hours you would otherwise have worked on that day (up to a maximum of 8 hours). Part-time employees will receive pro-rated holiday pay based on straight time pay. If you are not scheduled to work on a holiday, you will receive holiday pay as outlined above or compensable time (up to a maximum of 8 hours).

A recognized holiday that falls on a Saturday will usually be observed on the preceding Friday. A recognized holiday that falls on a Sunday will usually be observed on the following Monday. Christmas will be observed as follows:

| Christmas falls on a.... | Christmas will be observed on... |
|---------------------------------|---|
| Monday | Monday |
| Tuesday | Monday & Tuesday |
| Wednesday | Tuesday afternoon & Wednesday |
| Thursday | Wednesday afternoon & Thursday |
| Friday | Thursday afternoon & Friday |
| Saturday | Preceding Friday |
| Sunday | Following Monday |

You are expected to report to work on the day after Thanksgiving, and the Friday after Christmas where Christmas falls on a Thursday, unless you request and use annual leave, subject to our policy. Department heads are strongly encouraged to comply with all reasonable annual leave requests, keeping in mind the requirements of the department. If a department chooses to close a department, the phones must be forwarded, and messages must be posted referring customers to other open county departments.

If you have been authorized to work on a recognized holiday, you will normally be given an alternate paid day off. Non-exempt employees who have been authorized to work on a recognized holiday will normally receive their hours worked, in addition to holiday pay or compensable time on an hour for hour basis. If you are non-exempt and must work due to an emergency call-out on a holiday, you will receive 1 ½ times your normal rate of pay for hours worked.

Except for pre-approved paid time off, you are expected to work both your normally scheduled days before and after the holiday in order to be eligible for holiday pay. If you call in sick or take unpaid time on either of those days, you may jeopardize your ability to be paid for the holiday. If a recognized holiday falls during your paid time off (such as annual leave), you will receive holiday pay instead of the paid time off benefit you otherwise would have received. However, if you are on an unpaid leave of absence, you will not be paid for holidays.

Holiday pay will not be counted as hours worked for the purposes of determining whether nonexempt employees are entitled to overtime for the week in which the holiday falls.

303 Annual Leave

Revised Date: 12/06/2021

Annual leave is an all-purpose time off policy to enable you to maintain a better work-life balance and allow time to rest, rejuvenate, and come back to the workplace reinvigorated. It is meant to function as wage replacement for times that you choose to be away from work for personal reasons, and is not considered to be compensation for work you have performed.

We provide an opportunity to regular full time and regular part time employees to accrue and use annual leave as described in this policy. Elected officials, temporary, per diem, and emergency employees are not eligible.

The amount of annual leave you receive each calendar year increases with the length of your employment as shown in the following schedule:

ANNUAL LEAVE ACCRUAL SCHEDULE

| Years of Eligible Service | Annual Leave Days Each Year | Annual Leave Hours Each Month |
|----------------------------------|------------------------------------|--------------------------------------|
| Years 0-5 | 12 Days | 8 Hours |
| Years 6-14 | 18 Days | 12 Hours |
| 15+ Years | 24 Days | 16 Hours |

The accrual schedule set forth in the table above is based on an employee working our regular full time schedule of at least 40 hours per week. If you are a regular part time employee (i.e., working less than 40 hours per week), your accruals will be pro-rated accordingly.

Under special circumstances, for positions that are difficult to fill, the Department Head may submit a request to the County Administrator to consider an exception. Typically, an exception would involve starting a new employee at the 6-14 year accrual level where they would remain until they have completed their 14th year of employment. This request must be approved by the County Administrator before offered to the potential employee.

Usage and Rollover

We will not “advance” you annual leave, which means that at no time may you use annual leave before it has accrued. Any time off taken in excess of your accrual balance will be considered unpaid time off, and is generally discouraged.

Annual leave is paid at your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

In the event that you do not use your available annual leave by the end of the calendar year, you may carry up to 240 hours of unused time forward into the next calendar year. Any unused time beyond 240 hours will be forfeited on January 15th of the following calendar year. Except in the event of extreme hardship or emergency, and with advance approval from the Department Head, and the County Commission, you may be allowed to carry over additional amounts, but any additional amount above 240 hours must be used within 90 days. In rare and extenuating circumstances, with the approval of the Department Head and County Commission, an employee

may be paid off for annual leave above 240 hours.

To schedule annual leave, you must request advance approval from your supervisor as soon as possible. All departments must be appropriately staffed to meet the needs of our customers and clients. This means that annual leave may not be granted in all circumstances, and such requests will be approved or denied solely at the discretion of your supervisor, based upon current workloads, staffing levels, and your disciplinary status.

When one or more employees in the same area request annual leave for the same time periods (for example, around popular vacation times such as summer or holidays), priority may be given to the employee whose request was submitted first.

End of Employment

If you transfer departments, you may transfer annual leave. Years of service credit will be for continuous years of employment with a break of less than one year.

When your employment with us terminates, you will be paid for unused annual leave that has been accrued, but unused, through your last day of work.

304 Leave Donation

Effective Date: 08/01/2022

To provide assistance to those who otherwise may need to take unpaid leave due to a serious health condition, you can donate some of your accrued annual leave to a leave bank. All requests must be solicited through and approved by the Department Head, the Human Resources Director, and one other Department Head. The maximum number of hours contained in the leave bank may not exceed 1000 hours.

You may be eligible to receive donated leave after you have otherwise exhausted all paid leave and you either suffer from a serious health condition, as defined under federal Family and Medical Leave Act, or your spouse, parent, or child suffers from a serious health condition.

If you need donated leave and meet the criteria, you may request solicitation of leave from your Department Head. Do not solicit donations on your own. Your Department Head may provide basic information in order to request donations from your fellow employees in the same department. The maximum use of donated leave may not exceed 480 hours (12 weeks) in any 12-month period. Once you receive donated leave, you must use the leave within 365 days from the time of the request. If you are unable to use the donated leave within that time frame, it will be moved from your balance to the County Donated Leave bank.

Any information to request leave donations will be reviewed with you before it is publicized. While we will withhold your name on request, please understand we cannot provide assurances that co-workers will not figure out the identity—for example, based on the timing of your absence.

EMPLOYEE BENEFITS AND LEAVE OF ABSENCE PROGRAMS

To donate, please submit a signed statement or e-mail to the Department Head indicating the number of accrued annual leave hours you wish to donate. Your Department Head will then provide this information to the Human Resources Department. The donations must be in full hour increments. Once leave is donated, it is not returnable. If you want to donate annual leave hours, you are doing so on a strictly volunteer basis.

305 Sick Leave*Effective Date: 07/17/2023*

We provide paid sick leave benefits to all full-time and part-time employees for periods of temporary absence due to illnesses or injuries. Elected officials, temporary, per diem, and emergency employees are not eligible.

If you are eligible and full-time, you will accrue sick leave benefits at the rate of 8 hours per month, 12 days per year. We pro-rate sick leave benefits if you are part-time. Accruals cease after 30 calendar days of continuous unpaid leave.

You may use sick leave benefits for an absence due to your own illness or injury, or for medical and dental appointments. You can also use sick leave to care for certain family members who are ill or need assistance obtaining medical or health services. For the purposes of this policy, eligible family members include your spouse, parent, child (natural, adoptive, foster, or step), and any other family member financially or legally dependent upon you or who resides with you for the purpose of you providing care to the family member. You can use up to 160 hours of your accrued sick leave per year for the purpose of caring for family members under this policy except as provided below.

If you need to use more than 160 hours to care for a family member, you will need advance approval from the County Administrator and your Department Head. The 160-hour cap on the amount of sick leave you can use to care for a family member does not apply to leave taken for the birth of a child, the adoption of a child, or the placement of a child with you for foster care. In those instances, you may use any available accrued sick leave up to 12 weeks (480 hours).

If you are unable to report to work due to illness or injury, you should notify your direct supervisor before the scheduled start of the workday if possible. Your direct supervisor must also be contacted on each additional day of absence. In general, calls from friends or family members are not acceptable. If you are absent for three (3) or more consecutive days due to illness or injury, or at our discretion, a physician's statement may be required to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Sick leave benefits will be calculated based on your base pay rate at the time of absence.

Unused sick leave benefits will be allowed to accumulate until you have accrued a total of 960 hours' worth of sick leave benefits. If your benefits reach this maximum, you will receive monetary compensation for 50% of all hours accumulated over 960 at your hourly rate of pay. This compensation will occur annually in December or upon termination. Human Service Zone employees, pursuant to the North Dakota Merit System, are not subject to this cap or payout.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence, except where specifically provided for in this handbook. Please use your sick leave only for legitimate illnesses and injuries, and keep in mind that if you are out of sick leave and/or annual leave, then any other absences will be unpaid, may be considered unexcused, and may be subject to disciplinary action up to and including termination of employment. In rare circumstances, unpaid time off may be permitted if approved in advance. Note that unpaid time off will not count against you if it is approved under another leave policy within this handbook.

Sick leave is transferable from one department to another. However, Human Service Zone employees may only transfer up to 960 hours of sick leave to another department, unless they move to another Human Service Agency, in which case they may transfer their entire sick leave balance. Human Service Zone employees transferring in from another State Merit System Agency will be allowed to transfer unused sick leave to Cass County. For all other Cass County employees, leave is not transferable to Cass County from any other agency or employer.

Years of service credit will be for continuous years of employment with a break of less than one year. If you are laid off, and return within 12 months of layoff, you will receive years of service credit for continuous years of employment.

306 Impact of Leaves of Absence on Employee Benefits

Effective Date: 08/01/2022

In addition to paid absences, such as holidays, annual leave, or sick leave, we offer a number of leaves of absence which either become unpaid at some point, or are unpaid in their entirety. Unless otherwise noted in a specific leave policy, your employee benefits will be handled as described below.

Insurance and related benefits

During your leave, we will continue to provide you with the benefits in which you have enrolled for as long as any law might require us to do so, or until such time as you cease to be eligible under the terms, conditions, and limitations of the applicable plans.

While you are on leave, you will continue to be responsible for your share of the insurance premiums, and will be required to make regular payments in order to continue your coverage. During any parts of your leave for which you may also be using annual leave or sick leave, we will continue to make payroll deductions as normal to collect your share of the premiums.

However, at the point that your leave becomes unpaid (e.g., you use up your available paid leave benefits), you will be required to submit monthly payments to the Human Resources Department by the 30th day of each month of your leave. If the payment is more than 30 days late, your health and other coverage may be terminated for the remainder of your leave.

In some cases, you may be offered COBRA or USERRA continuation coverage if you are gone from work long enough, or if we are not required by law to continue your benefits. If so, you

will have to formally elect continuation in order to stay on the applicable insurance plans. See our COBRA Continuation Coverage or Military Leave policy for more information.

If you lose coverage or have elected COBRA during your leave, we will reinstate you as an active participant upon your return from leave, according to the terms of each plan. This may mean that you have reapplied and undergone underwriting for certain benefits, (ex: life or cancer insurance). If we have chosen to pay your portion of the premiums on your behalf during your leave, you will be required to repay us any such amounts at the end of your leave.

Other benefits

Retirement contributions cease during any unpaid leave period.

Annual leave, sick leave, and other accrual-based benefits will cease accruing after 30 continuous days of leave not being paid directly by us. So, for instance, unpaid leave time, or leave periods that are being paid by third parties (such as worker's comp) will result in the cessation of accruals after 30 days of unpaid leave. However, absences during which annual leave or sick leave is being used, or that are paid by us (such as jury duty), will not result in accrual discontinuation. Similarly, holiday pay will not be provided during any unpaid leave periods.

307 Family and Medical Leave

Effective Date: 05/07/2018

We grant up to 12 weeks (or 26 weeks, if leave is taken to provide care for qualifying family member injured during active military service) of family and medical leave during any 12 month period to eligible employees, in accordance with the Family and Medical Leave Act (FMLA).

Eligibility

In order to qualify to take family and medical leave under this policy, you must meet all of the following conditions:

- You must have worked for us at least 12 months (these 12 months need not have been consecutive);
- You must have worked at least 1,250 hours during the 12 month period immediately before the date when the leave would begin; and
- You must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or worksite. (If you have no fixed office or work out of your home, you will be treated as though you work in the office to which you report.)

Reasons for Leave

In order to qualify as FMLA leave under this policy, you must be taking the leave for one of the reasons listed below:

- The birth of a child;
- The adoption of a child, or the placement of a child with you for foster care;
- Your own *serious health condition*;
- To care for a spouse, child or parent with a *serious health condition*;

- Due to a *qualifying exigency* for the spouse, children, or parents of individuals who are on, or are about to be on, *covered active duty*; or
- To provide care for a *covered servicemember* with a serious injury or illness incurred or aggravated in the line of duty while on active duty.

Leave that qualifies for annual leave, sick leave, workers' compensation, short-term disability, or other wage replacement benefits may also qualify as FMLA leave and, if so, the time off will also be counted as FMLA leave. If you have questions about whether your leave may be covered under this FMLA policy, you are encouraged to consult with the Human Resources Department.

Duration of Leave

12 Weeks

For all FMLA covered leaves other than leave taken to provide care for a covered servicemember, if eligible, you can take up to 12 weeks of leave under this policy during any 12 month period. We use a rolling 12 month period measured backward from the date you use any leave under this policy to determine whether you exhausted your 12 weeks of leave. Each time you take leave, we will compute the amount of leave you have taken under this policy for any form of FMLA leave in the last 12 months and subtract that amount from your 12 weeks of available leave; the balance remaining is the amount you are entitled to take at that time.

26 Weeks

For all FMLA covered leaves taken to provide care for a covered servicemember, if eligible, you can take up to 26 weeks of leave under this policy during any single 12 month period. This single 12 month period begins on the first day you take FMLA leave to provide care for the covered servicemember. Any FMLA time taken for any other reason during this single 12 month period shall count against the 26 weeks of leave available to care for the covered servicemember. Similarly, any FMLA time taken to care for a covered servicemember shall count against the 12 weeks of leave available to you for any other reason.

Spouses

Spouses who both work for us are limited to a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition. Similarly, if you and your spouse both work for us, you are both limited to a combined total of 26 weeks of leave to care for a covered servicemember.

Employee Benefits During Leave

While you are on leave, we will continue your medical, dental, and other benefits during the leave period at the same level and under the same conditions as if you had continued to work. For information about premium payments during your leave, see our Impact of Leaves of Absence on Employee Benefits policy.

Use and Accrual of Paid and Unpaid Leave

FMLA leave is unpaid. However, we require that you use all available sick and annual leave during any FMLA leave, except where you are receiving worker's compensation, short-term disability, or similar wage replacement benefits.

Benefit accruals, such as annual leave, sick leave, will be suspended after 30 calendar days of continuous unpaid leave, and will resume upon return to active employment. Holiday pay will be suspended during any period of unpaid leave.

Intermittent Leave or a Reduced Work Schedule

In addition to taking leave in consecutive blocks of time, you may be allowed to take time off intermittently (i.e., reduced workweeks or reduced workdays) if needing leave for one of the following reasons:

- Your own serious health condition;
- The serious health condition of your spouse, parent, or child;
- To provide care for a covered servicemember with a serious injury or illness incurred or aggravated in the line of duty while on active duty; or
- Due to a qualifying exigency if you are the spouse, child, or parent of an individual who is on, or is about to be on, covered active duty.

To qualify for intermittent leave, you must show that the intermittent leave is medically necessary or related to a "qualifying exigency." If leave is taken on an intermittent or reduced leave schedule due to foreseeable leave needs (other than qualifying exigencies), we may temporarily transfer you to an alternative position with equivalent pay and benefits.

Certification of the Need for Leave

We may ask for certification to verify the need for leave for the reason requested by you. You must respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the leave. We may also require recertification during the leave to verify the status of the need for leave.

We may directly contact the healthcare provider or other third-party to verify and clarify information contained in the certification. You are responsible for signing or obtaining any authorization necessary to permit the healthcare provider or other third party to provide us with the required information.

We have the right to ask for a second opinion of a certification of a serious health condition. Should we choose to do so, we will pay for you to get a certification from a second healthcare provider, which we will select. If it is necessary to resolve a conflict between the original certification and the second opinion, we will require the opinion of a third healthcare provider. We (you and us) will jointly select the third doctor, and we will pay for the opinion. This third opinion will be considered final.

Returning From Leave

If you take leave under this policy, you will be returned to the same job you held when your leave began. If this is not feasible, you will be returned to a position that entails substantially

equivalent skill, effort, responsibility and authority as the position you previously held. The only exceptions to this rule will be in circumstances of layoffs or reorganizations, where your position would have been eliminated even if you had not been on leave. You may be required to provide a fitness for duty assessment when returning from a leave of absence for your own serious health condition.

Procedure for Requesting Leave

When you plan to take leave under this policy, you must give us 30 days' notice. If it is not possible to give 30 days' notice, you must give as much notice as is practicable. If you are undergoing planned medical treatment, you are required to make a reasonable effort to schedule the treatment to minimize disruptions to our operations. If you fail to provide 30 days' notice of foreseeable leave, the leave request may be denied until at least 30 days from the date we received notice.

When you request leave under this policy, you must submit the request in writing to your immediate supervisor, with a copy to the Human Resources Department. Where the need for leave is not foreseeable, you must verbally notify your supervisor of the need for leave as soon as possible, and follow our normal call-in procedures for unexpected absences. Failure to follow our normal call-in procedures under such circumstances will be treated like any other violation of our call-in procedures, and may result in discipline or termination, even though the leave itself may be covered by the FMLA. You may be required to confirm your need for FMLA leave in writing after giving verbal notice.

While on leave, you may be required to periodically report to us regarding the status of your intent to return to work.

Rights, Remedies, and Additional Information

Words that appear in italics or quotes in this policy are terms defined by the FMLA and we will rely upon those definitions in the law and regulations.

We fully comply with the provisions of the FMLA. Accordingly, if you have questions regarding this policy, contact the Human Resources Department. Further information on your rights and remedies under the FMLA can be located on our FMLA poster (which can be found in the break area), or online on the Department of Labor's website at:

<https://www.dol.gov/general/topic/benefits-leave/fmla>.

308 Pregnancy-Related Conditions

Effective Date: 05/07/2018

We will not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Upon request, we will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with state and federal law. Depending on the accommodation requested, you may be required to provide medical substantiation of the need for

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accommodation. Similarly, if the requested accommodation would present an undue hardship to the performance of your position, we may not be able provide the accommodation.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to your medical incapacity (such as time off for bonding, pre-birth house preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

309 Unpaid Personal Leave

Effective Date: 05/07/2018

We understand that there may be times where you will need to take a period of time away from work to fulfill personal obligations that are not covered by the other types of leave that we offer. With that in mind, we offer unpaid personal leaves of up to 45 work days in a year.

If you have a need to take personal leave, you should request as much advance approval from your supervisor as possible. The request must be in writing, provide the nature of leave, and the time requested. We may request documentation regarding your request as often as deemed necessary during the leave.

Please understand that we may not be able to grant your request for personal leave, as we will evaluate each request on a case-by-case basis. In doing so, we will consider a variety of factors, including input from your Department Head, current workloads, staffing levels, and your disciplinary status. Also, in most cases, personal leave may not be used to extend leaves of absence taken under other policies in this handbook.

If you take approved leave, you will be required to use any available paid time off as part of the approved period of leave (annual leave or sick leave, where applicable). For information about what happens to your insurance benefits, sick leave and annual leave accruals, and eligibility for holiday pay during leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

When a personal leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar available position for which you are qualified. However, we cannot guarantee reinstatement in all cases. If you fail to report to work promptly at the expiration of the approved leave period, or fail to communicate with us about your possible need for additional leave, we will consider you to have resigned employment.

310 Funeral Leave

Effective Date: 08/01/2022

If you wish to take time off due to the death of an immediate family member, notify your supervisor immediately.

If you are a regular full-time employee, except those in the Human Services Zone, you may be eligible for the following amounts of paid bereavement leave:

- **Up to 32 consecutive working hours** for your spouse, parent, child, sibling; your grandparents or grandchildren, at the discretion of the Department Head.

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- **Up to 16 consecutive working hours** for extended family, which includes your spouse's parents, siblings, and grandparents, foster parents, foster children, your child's spouse, or any other person you had a relationship with that is similar to any of the previously listed individuals (i.e., aunts, uncles, etc.), at the discretion of the Department Head.

If you are a part-time employee, you may be eligible for leave, as outlined above, but on a pro-rated basis. Full time employees in the Human Services Zone receive the following leave:

- **Up to 24 consecutive working hours** for your spouse, parent, stepparent, child, sibling; your spouse's parent, stepparent, child, sibling; foster parent or foster child; grandparents or grandchildren.

Part-time employees may be eligible for pro-rated leave.

You may, with your supervisor's approval, use any available annual leave for additional time off as necessary.

Bereavement pay is only paid for hours for which you would normally have been scheduled.

311 Jury Duty

Effective Date: 08/01/2022

We encourage you to fulfill your civic responsibility by serving jury duty when summoned. While all employees are eligible to take jury duty leave, employees who have completed a minimum of 90 calendar days of service may request up to twenty (20) working days of paid jury duty leave over a calendar year.

Your jury duty pay will be calculated by multiplying your base pay rate times the number of hours you would otherwise have worked on the day of absence. We may also require you to sign over any compensation you may receive from the court for serving jury duty as a condition of receiving pay under this policy. If you take annual leave, you will not be required to sign over any compensation.

You must show the jury duty summons to your supervisor as soon as possible so that your supervisor may make arrangements to accommodate your absence. Of course, you are expected to report for work whenever the court schedule permits. Where court rules permit jurors to call in the night before to find out whether they have to come into the courthouse the next day, you may have to provide written confirmation from the court that you actually were called in on the day in question in order to be eligible for jury duty pay under this policy.

You or your supervisor may request to be excused from jury duty if, in our judgment, your absence would create serious operational difficulties.

For information about what happens to your insurance benefits, annual leave and sick leave accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

312 Witness Duty*Effective Date: 08/01/2022*

We encourage you to appear in court for witness duty when subpoenaed.

If you are subpoenaed by Cass County or otherwise required to testify as a witness, Cass County will pay you for the entire period of your witness duty.

If a third party has asked you to appear in court as a witness, you will be provided with sufficient unpaid leave to satisfy your witness duty. You may choose to use available annual leave from your leave bank to receive compensation for the period of this absence.

A copy of the subpoena must be provided to your supervisor immediately after you receive it so staffing requirements can be adjusted where necessary to accommodate your absence. You are expected to report for work whenever the court schedule permits.

313 Military Leave*Effective Date: 05/07/2018*

You are entitled to take military leave for any absences related to military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). We also comply with North Dakota Century Code 37-01-25 and 37-01-25.1. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

While all employees are eligible to take military leave, regular full time and regular part time employees who have completed a minimum of 90 calendar days of service may request paid leave for active duty assignments, as outlined below. Military leave pay will be calculated on your base pay rate times the number of hours you would otherwise have worked on the day of absence, up to a maximum of 8 hours per day.

- **Active duty assignments:** Up to twenty (20) days paid leave per calendar year. This includes training periods which are defined as active duty periods only. For leaves exceeding 30 days, or at our discretion, written confirmation of assignment to active duty will be required prior to activation, if possible, or post activation within two weeks of return to work. Any portion of leave exceeding 20 days will be unpaid and you may use any available annual leave for the absence.
- **Non-active duty training:** You may use annual leave during this period, request leave without pay, or request a schedule change if applicable to your job position. This includes training periods which are defined as non-active duty periods only.

For information about what happens to your insurance benefits, annual leave and sick leave accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

If you are on military leave for up to 30 days, you are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If you are on longer military leave, you must notify us of your intent to return, in accordance with USERRA and all applicable state laws.

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When you return from military leave, you will be placed in the position you would have attained had you remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

314 Benefits Continuation (COBRA)

Effective Date: 05/07/2018

A federal law called COBRA allows you, your spouse and/or dependent children to continue health insurance coverage under our health plan when a “qualifying event” occurs. Some common qualifying events are resignation, termination of employment, a reduction of hours or a leave of absence, death, divorce, and a dependent child’s loss of eligibility. Ordinarily, you may continue your health coverage for up to 18 months if you lose coverage as a result of a qualifying event.

If you, your spouse and/or dependents continue coverage under COBRA you must pay the full cost of coverage at our group rates plus any applicable administration fee of up to 2%.

We will provide you with an important written notice describing your rights and obligations under COBRA. Please read the notice.

315 Workers’ Compensation Insurance

Effective Date: 05/07/2018

We provide a comprehensive workers’ compensation insurance program at no cost to our employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance may also provide wage replacement benefits after a short waiting period.

If you experience or witness a work-related injury or illness, you must tell your supervisor immediately even if the injury or illness seems minor.

You have a right to report all work-related injuries and illnesses. Reporting the injury or illness timely will enable an eligible employee to qualify for coverage under our workers’ compensation insurance program as quickly as possible. We will not discriminate or retaliate against you for reporting work-related injuries or illnesses. However, failure to promptly report workplace injuries or illnesses may result in discipline, up to and including termination of employment.

You may use accumulated sick leave, followed by accumulated annual leave, while receiving workers’ compensation benefits. However, you will only receive the difference between your workers’ compensation benefit and your gross salary, and leave banks will be deducted only for the proportion of hours paid out. The combination of paid leave and workers’ compensation benefits shall not exceed your gross salary. Please send a copy of your workers’ compensation check to Human Resources so your salary may be adjusted accordingly. If you have exhausted all paid leave, you must request an unpaid leave of absence.

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In general, we will make reasonable efforts to make accommodations and find light duty work if you suffer a work injury. However, we reserve the sole discretion to determine when light duty work is available. Where such work is possible, we will make sure the work provided stays within the restrictions established by your doctor. Similarly, if you return to a light duty position, you must agree to work within those restrictions, and are forbidden from working beyond them. If you turn down a light-duty or alternative work position, you may lose your ability to receive wage replacement from our work comp insurance company. Light duty assignments will be reviewed every 30 days.

If you are unable to perform the regular functions of your job due to a work injury, you may be required to notify the Department Head and Human Resources in writing regarding the nature and extent of your disability and the reason you are unable to perform the job duties. We will also require a doctor's report with a diagnosis, current treatment plan, expected length of disability, and any work restrictions. We may require an independent evaluation, at our expense, to verify medical information.

316 License Fees*Effective Date: 05/07/2018*

If a professional license or certificate is required for the performance of your job duties, then we will pay the following license fees:

- 100% of the license fee if you are full-time.
- pro-rated share of the license fee dependent on your part-time hours if you are part-time.

For purposes of this policy, a determination as to full-time or part-time will be made as of the start of the calendar year.

We will pay dues in a single state/national association for each department, as approved in the annual budget.

317 Retirement*Effective Date: 08/01/2022*

All new non-elected employees employed twenty hours (20) or more per week, for more than five (5) months per year, are required to participate in the North Dakota Public Employees Retirement System (NDPERS). Elected officials may apply for membership.

We pay a portion of your gross monthly salary on your behalf, if eligible. You must contribute a percentage on a pre-tax basis. NDPERS provides for invested retirement benefits after three years of service.

The NDPERS Portability Enhancement Provision (PEP) allows vesting in our contribution if you participate in an approved pre-tax Deferred Compensation Program. This means that if you leave employment and do not wish to draw a pension, you have the opportunity to take both your contribution and our contribution out of the NDPERS system.

EMPLOYEE BENEFITS AND LEAVE OF ABSENCE PROGRAMS

If you terminate employment prior to being vested (three years), you may be required to receive a refund. If you terminate employment after becoming vested, you should work with Human Resources and NDPERS.

If you are a temporary or part-time employee employed less than 20 hours per week, you can elect to participate in NDPERS. You shall make monthly payments in an amount equal to the applicable percentage as defined times the present monthly salary to the fund. You may continue to participate as a temporary or part-time employee in the public employee's retirement system until termination of employment or classification as a standard employee.

Refer to the appropriate North Dakota Public Employees Retirement System handbook for more details.

If you began employment prior to the mandatory date (May 1971) for NDPERS enrollment, you are not required to participate in NDPERS. At that time, you had the option to enroll under the NACo Deferred Compensation Program. Under NACo, we contribute a portion of your gross monthly salary as a benefit.

318 Deferred Compensation

Effective Date: 05/07/2018

Deferred Compensation is a tax-deferred supplemental retirement program that allows you to contribute a portion of your salary before taxes to a retirement account. You can defer pre-tax earnings (subject to limitations set annually by the IRS) into a tax sheltered retirement account. You may also choose to participate in a Roth 457 plan, in which the amount is taxed at the same time it is taken out of your paycheck. Check with the Human Resources Department for current IRS limits.

This is a voluntary program for standard employees. Your contributions are 100% vested at all times. You may discontinue or change your contributions at your discretion.

Because your contribution is automatically deducted from pay before federal and state tax withholdings are calculated, this program allows you to save tax dollars now by having your current taxable amount reduced. Deferred income is taxable upon receipt of the benefits.

Contact the Human Resources Department for more information about the deferred compensation program.

401 Timekeeping*Effective Date: 05/07/2018*

In order to properly calculate your pay and benefits, federal and state laws require us to keep an accurate record of all time you work, no matter how small the increment. As a result, it is your responsibility to record all of the time you spend working. However, elected officials are not required to keep time records.

Time worked is all the time actually spent performing assigned duties, including work performed away from our workplace, such as at job sites, or from your home. In general, work should not be performed outside of our workplace, unless doing so is specifically required for your position, or you have received advance approval from your supervisor.

If you are non-exempt, you should accurately record the time you begin and end your work, as well as the beginning and ending time of each meal period. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. You must obtain your supervisor's approval before performing any overtime work. If you are exempt, you must keep accurate records of any leave periods, including annual leave or sick leave.

You may be subject to disciplinary action, up to and including termination of employment, if you alter, falsify, or tamper with time records, or record time on another employee's time record.

You should report to work no more than 7 minutes prior to your scheduled starting time. You should not work more than 7 minutes after your scheduled stop time without first obtaining your supervisor's consent.

You are responsible for verifying the accuracy of all time you record. Your supervisor will review and then certify your time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes to the time record.

402 Paydays*Effective Date: 08/01/2022*

You are paid monthly on the last day of the month. If you are exempt or non-exempt salaried, your paycheck will reflect pay for the entire calendar month, less any annual leave, sick leave, or compensatory time entered prior to the 15th of the month. If you are part-time hourly, your paycheck will include all earnings for all work performed through the 15th of each month. Seasonal employees may have an alternate pay method.

You must have your paycheck directly deposited into a bank account of your choice. An itemized statement of your paycheck will be available in your online UKG portal on the last day of each month.

403 Pay Corrections*Effective Date: 05/07/2018*

We take all reasonable steps to ensure that you are correctly and promptly paid. However, mistakes sometimes happen, so we encourage you to carefully review your pay statements.

If you notice an error in the amount of your pay, bring the discrepancy immediately to the attention of the Human Resources Department so that corrections can be made as quickly as possible.

If we discover an error in the amount of your pay, we will correct it using appropriate means. For example, we may recoup overpayments from future pay.

404 Deductions from Pay*Effective Date: 08/01/2022*

The law requires us to make certain deductions from your pay. We must deduct applicable federal, state, and local income taxes. We also must deduct Social Security taxes on your earnings up to a specified limit that is called the Social Security “wage base.” We match the amount of Social Security taxes paid by each employee.

From time to time, we may be required to make deductions to pay off a debt, loss, or other obligation you may owe to us or to a third party (such as garnishments, liens, or child support orders). In such cases, you may be required to sign a payroll deduction authorization form and/or enter into some other sort of pay back or reimbursement agreement during the course of employment or at the time you separate employment from us, regardless of the reason for separation.

Upon recommendations from your Department Head, the Human Resources Department, and the Finance Director, we may authorize deductions for equipment needed to function in your position. This relates to equipment used exclusively for work purposes. The initial purchase of equipment will be made by us and we’ll maintain ownership until repayment through payroll deduction is complete. You will need to sign a payroll deduction authorization form prior to receipt of the equipment.

We offer various programs and employee benefits beyond those required by law. If eligible for such programs and/or benefits, you may voluntarily authorize deductions from your paychecks to cover the costs of participation.

Additionally, if you are an exempt employee, deductions from your regular salary may be made under the following circumstances:

- Absences from work for one or more full days for personal reasons other than sickness or disability;
- Absences of one or more full days due to sickness or disability if the deduction is made in accordance with our Annual Leave/Sick Leave Policy;
- To offset amounts you receive as jury or witness fees, or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for

workplace conduct rule infractions;

- Days not worked during your initial or terminal week of employment;
- Penalties imposed in good faith for infractions of safety rules of major significance; or
- For any increments of time taken as unpaid leave under FMLA.

We will make sure that any such deductions will be in full compliance with the wage and hour regulations under the Fair Labor Standards Act (FLSA).

If you have questions concerning why deductions were made from your paycheck or how they were calculated, ask your supervisor for assistance.

405 Acting Pay

Effective Date: 05/07/2018

If you are temporarily assigned for non-training purposes to a classification with a higher pay range for more than four (4) consecutive normal work weeks, you will be paid at the entry or minimum level of the higher classification, or 5% above current salary, whichever is greater. All such requests must have the approval of the Commission.

406 Wage and Salary Administration

Effective Date: 06/28/2024

We maintain a wage and salary administration system for all employees. Annually, as part of the budget development cycle, the Board of County Commissioners shall set the specific structure for pay administration plan based on our financial condition, changing personnel needs/concerns that are identified through Department reviews, and the changing community pay standards. The Commission may choose to distribute salary adjustments based on cost-of-living increases, merit, changes in the grades/classification, and/or changes in community salary standards.

Every three years, we will conduct a comprehensive system review that includes both a review of select positions and a market study to determine the base for our salary scale. Between studies only special adjustments will be considered based on documented significant changes.

Each Department Head is accountable to forecast and control salary expenditures within the approved annual salary budget. Salary adjustment increases outside the annual pay administration schedule shall be initiated by the request of the Department Head, approved by the County Commission, and administered by the Human Resources Department.

Overview of the Classification System

All positions have been assigned a Decision Band Method (DBM) rating by our professional consultant. These ratings are the current structure for the pay and classification system. A Position Analysis Questionnaire (PAQ) is filed in the Human Resources Department for all standard positions. These positions will all be assigned a position number. You may be asked to complete a PAQ, which will be reviewed by your supervisor and your Department Head. Each PAQ designates essential functions according to the Americans with Disabilities Act.

Certain designated positions have specific training and/or experience requirements related to their DBM rating/classification. If you meet those specific requirements, your position classification (DBM rating) may be adjusted.

Policies for Adding New Positions

Prior to the addition of any positions, the Department Head will be responsible for writing a PAQ describing the proposed duties and submit the PAQ to the Human Resources Department, The Human Resources Department and Department Head will then present a recommendation(s) to the Personnel Overview Committee.

Department Heads must submit PAQs for new regularly budgeted positions for review by 5:00 PM on the 1st Monday of April of each year. If a position is added in the middle of the year, a temporary DBM rating/classification will be assigned by the Personnel Overview Committee with full review by our professional consultant as part of the annual review process, if needed.

The PAQ and recommendation will be reviewed by the Personnel Overview Committee:

1. If the position is similar to an existing position, a DBM rating/classification title may be assigned by the Personnel Overview Committee, if there is agreement with the department head's recommendation.
2. If the position is not similar to an existing position, the Human Resources Department will review the information to ensure that it is complete, and then submit it to the County's salary consultant for assignment of a DBM rating and classification/title.

Re-Classification Procedures

In the event there is a permanent and significant (more than 25%) change in duties, you or your immediate supervisor may request a re- classification. Re-classification requests will require that a current PAQ be submitted with written documentation from you and the Department Head stating the reasons for the request with a list of similar positions. Re-classification requests will be considered once each year prior to budget preparation. Requests must be submitted no later than the first Monday in April of each year to the Human Resources Department.

All reclassification requests will be reviewed by the Personnel Overview Committee to ensure that all relevant information is provided and to identify other positions that could be affected by the positions. The Personnel Overview Committee will then send all material to our salary consultant for final recommendation.

Re-classifications will then be appropriately budgeted for and will become effective the first of the following year unless there is an emergency reason for immediate change.

If a position has been re-classified at a higher grade, your salary will be placed at least at the minimum of the range. If your position is reclassified to a lower grade because re-evaluation indicates reduced duties, no salary reduction should occur. If your salary is above the maximum of the new grade:

No new salary increments or general structure increases will apply until the maximum for the new grade equals or exceeds your salary.

1. If there has not been a substantial change in duties, classification review can only be done as part of the overall structure review (every three years) or once per position between comprehensive reviews.

Starting Salary/Promotional Adjustments

New employees, other than seasonal employees, are generally hired at the minimum of the salary range. New employee salaries will commence on the first day of actual work.

In some unusual instances, employees may be hired above the minimum of the salary range. Justification for hiring a new employee at a step above the minimum includes but is not limited to:

1. Market conditions that create recruitment difficulties for certain skill sets.
2. Availability of a candidate whose qualifications significantly exceed the position's minimum qualifications if it is determined that it is in the County's best interest to hire the exceptionally qualified candidate over other candidates that meet the minimum qualifications.
3. Consideration should be given to maintaining internal equity within the department.
4. Department heads may hire new employees at step two (2) through three (3) with the approval of both the County Administrator and Portfolio Commissioner. In the event that either or both the County Administrator and Portfolio Commissioner are not in agreement with the department head request, the department head may request that the matter be placed on the Commission agenda for consideration by the entire board. Hiring above step three (3) must be approved by the full County Commission. Requests to hire above step three (3) will be submitted by the department head to the Human Resources Office with written justification. The County Administrator will forward the request to the County Commission with a disposition recommendation. All requests for hiring a new employee above a step one (1) must be done at the time of hire and will not be considered retroactively.

Starting step for appointed Department Heads will be determined by the County Commission.

The starting salary for newly elected officials will generally be the minimum of the County pay scale for that position. Salaries for County Commissioners shall be established at the rate allowed by state law.

In recognition of increased duties and responsibility, if you have been promoted, you will be granted a salary increase to the first even step that is at least 5% over the current salary,

assuming that this promotional adjustment does not adversely impact any other employees by creating an internal inequity. If an inequity among employees within a DBM rating will be created by a 5% adjustment, the Department Head and the Human Resources Department will recommend a fair salary adjustment using the criteria established in the starting salary policy.

Lateral Transfers

If you are transferred or you transfer to a class of comparable value or worth as determined by the DBM rating method, you will not receive an adjustment in pay, and your status date will not change.

Salary Increases

All salary increases are contingent on satisfactory performance of assigned duties and responsibilities as documented through annual performance evaluations and subject to County Commission approval. Employment status date will change.

501 Safety*Effective Date: 08/01/2022*

To assist in providing a safe and healthful work environment for our employees, customers, and visitors, we have established a workplace safety program. This program is a top priority. The County Administrator has responsibility for implementing, administering, monitoring, and evaluating the safety program. Everyone here must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries.

We provide information to you about workplace safety and health issues through new hire orientation and regular internal communication channels such as the county intranet, newsletters, or other written communications. We also provide more formalized periodic workplace safety training, where necessary. The training covers potential safety and health hazards, as well as specific workplace practices and procedures to eliminate or minimize hazards. Everyone is expected to be familiar with our safety, fire prevention and disaster programs and the role each of us may play.

Employee Conduct and Responsibilities

You are expected to perform the functions of your position in a safe manner. We are only truly efficient when high productivity is achieved with safe work habits. No job is so important, nor any service so urgent, that time cannot be taken to perform the work safely. The use of proper safety devices and tools and equipment and wearing appropriate clothing and footwear is essential.

Horseplay at work is inappropriate. No matter how playful or well intentioned, horseplay is by its nature unpredictable, and may inadvertently result in accident, injury, or unsafe conditions. As a result, anyone engaging in horseplay may be subject to discipline, up to and including termination of employment.

You are expected to take ownership of your surroundings, to obey safety rules, and to exercise caution in all work activities. This includes being familiar with and observing all rules and policies for health, safety, and preventing injuries while at work. You must immediately report any unsafe condition or near miss to the Department Head. In the event of an injury to a visitor, you should find proper assistance and follow established incident reporting procedures for that Department. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, immediately notify the Department Head or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

502 Work Schedules & On Call*Effective Date: 08/02/2022*

Work schedules vary throughout our organization. Your typical work week, except for designated law enforcement personnel in the Sheriff's Office or Coroner's Office), will be forty (40) hours. Our work week starts at 12:01 a.m. on Saturday through midnight on Friday. Your supervisor will normally determine your work schedule, as well as any variations from week to week. For those employees performing work in the office, office hours are usually 8:00 a.m. - 5:00 p.m. Some employees may be asked to be "on call" periodically. Department Heads may

establish adjusted work hours, such as summer flex time, providing all County offices remain open between 8 a.m. – 5 p.m. Monday – Friday and the departments are sufficiently staffed to handle the needs to the public and other County offices.

Staffing needs, operational demands, and individual workloads may necessitate variations in starting and ending times, as well as variations in the total hours that may need to be worked each day and week. This can be particularly true if you are an exempt employee, since although you are normally expected to be available during our core business hours and work at least 40 hours per week, you may find that the job you are performing requires additional time over and above the regular work week.

In certain circumstances, job-sharing between two part-time employees (assigned to the same job equivalent to a one full-time employee) may be permitted. A Department Head must authorize the arrangement and there is an expectation of continuity of work. The position would be assigned one work station, which would be shared between the individuals job-sharing.

On Call

The following departments may require on-call status from time to time: Information Technology, State’s Attorney, Sheriff, Human Services, Coroner, and Buildings and Grounds.

If you are on-call, you are required to be available to provide a specific essential County function outside of your regularly assigned duties or work schedule. If you are non-exempt and on-call, you will receive, at the discretion of the Department Head, either:

- a) An additional salary base of \$100.00 for each week served on-call. Where this coincides with a paid holiday, you will receive an additional salary base of \$100.00 for that week. You will be paid for actual time worked (excluding travel time) at the appropriate FLSA rate dependent on your weekly work schedule, but will be paid a minimum of two (2) hours of pay for each call that requires you to travel to work; or
- b) Four (4) hours of compensation time for each week on-call and four hours for each County paid holiday worked. You will be paid for the actual time worked.

Exempt employees will not receive additional pay for being on-call, but you may receive time off at the discretion of the Department Head.

As a non-exempt employee, if you are called back to work for an emergency, and you are not otherwise on call, you will be entitled to pay according to the FLSA and your weekly work schedule. You will be paid a minimum of three (3) hours pay or comp time.

503 Emergency Closings

Effective Date: 008/01/2022

On occasion, we may close county offices for emergencies or extreme weather.

Unless an emergency closing is announced, we expect you to report to work in a timely manner and in accordance with applicable policies. In the event of inclement weather, use your own discretion in deciding whether you can commute safely to work. You should follow the call-in and notice procedures set forth by Cass County Government.

Decisions to Close and Communication

In the event of hazardous weather or emergency closings, the County Administrator, in coordination with the Sheriff and County Commission Chair, may delay opening of County offices or announce an early closing. Where it appears that closure of County offices for the full day is prudent, the County Administrator, in coordination with the Sheriff and County Commission Chair, may close County offices. When the decision has been made to delay opening for the day, local media and employees will be notified by 6:30 a.m. Information shall also be posted on the County website. You are responsible for obtaining the information regarding inclement weather and emergency closings. The County storm line phone number is 241-5880. Additional methods of communication will also be used.

For protection and safety reasons, you are not allowed to work at County offices during any periods of closure unless work has been approved by your Department Head.

Leave Use and Compensation

If we decide to close prior to the start of the workday, including for inclement weather, you will typically be paid for the day, except for hourly employees, who may use annual leave. If you were scheduled to be off, you will not be entitled to any change in compensation. If you are required to work and the County is closed, you may receive compensatory time, at the discretion of your Department Head.

Where the decision is made to close during the workday, you will receive full pay if you have worked all the hours the County was open during that day. Otherwise, you may be required to use annual leave. If the workday is less than five hours, no lunch breaks are allowed.

At the discretion of your Department Head, you may be allowed to work remotely during times of inclement weather or emergency closings.

If we decide to stay open, but you choose not to work, you must use any annual leave. If you do not have annual leave available, you must take the day unpaid.

504 Smoking

Effective Date: 05/07/2018

In keeping with our intent to provide a safe and healthful work environment, we prohibit smoking in all of our County facilities and vehicles.

If you smoke, you will not be permitted any greater number of breaks than those who do not. As a result, you should only smoke or use tobacco products before or after work, or during designated breaks or meal periods. North Dakota law requires smokers to be at least 20 feet away from building entrances and exits.

505 Rest and Meal Periods*Effective Date: 08/01/2022*

If you are an hourly and/or nonexempt employee, you will usually be provided with one unpaid meal period, with the length determined by the Department Head. In general, shifts exceeding five (5) hours of work require a minimum of 30-minute uninterrupted break between the 3rd and 5th hour. If you choose, exceptions may be made if also approved by the Department Head. Hourly and/or nonexempt employees usually are provided two (2) paid rest periods of 15 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods.

Nonexempt employees are generally required to take an unpaid 30 minute meal period, and are not permitted to perform work during this time (unless specifically authorized by a supervisor). Similarly, you are strongly encouraged to take your breaks, and not to perform work while on break. Typically, you are not allowed to combine your breaks, take them with your meal periods, or use them to leave early with pay. Since break time is counted and paid as time worked, you must not be absent from your work stations beyond the allotted rest period time.

506 Breaks for Nursing Mothers*Effective Date: 05/07/2018*

We provide reasonable unpaid break time each day to employees who need to express breast milk for their infant children. Break time under this policy runs concurrently with any meal and/or break times that may already be provided.

We provide a private area where employees may express milk. This area will comply with both federal and state law.

This policy may not apply when you are at customer or job sites, since we will have little ability to control the availability of private and secure locations for the expression of breast milk.

To ensure you are accommodated under this policy if you have a need to express milk, you must contact your supervisor or Department Head to make the necessary arrangements.

507 Overtime & Compensatory Time*Effective Date: 05/07/2018*

Overtime hours are sometimes necessary when our operating requirements or other needs cannot be met during regular working hours. Sometimes overtime may be necessary for a group of employees due to workload and project needs, while at other times individual employees may have a specific need to work extra hours. Regardless, you must receive prior approval from your supervisor or Department Head before working any overtime.

You may request compensatory time off by requesting leave from your Department Head. Leave will typically be granted, subject to Department Head's discretion and the department being appropriately staffed so as not to unduly disrupt operations. You must use compensatory time before using any accrued annual leave.

Non-exempt employees

We pay overtime compensation to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked, and will be paid for time worked over 40 hours in the workweek. If you work in the Sheriff's Office and are engaged in law enforcement activities, you typically receive overtime only after working 171 hours in a 28-day cycle. Time off on annual leave, holidays, or any leaves of absence will not be considered hours worked for purposes of performing overtime calculations. We define the workweek as the seven-day period starting at 12:01 on Saturday morning, and continuing through midnight the following Friday.

When you work overtime, you shall be paid 1½ times your regular rate of pay for all overtime hours or you can take compensatory time at a rate of 1½ hours for each hour of overtime worked. You shall select a method of compensation at the time you begin working for us, which will stay in effect until a new authorization is submitted to the Department Head. Changes will only be processed once per year in January. In the event no election is made, you will receive payment. Where the County declares a disaster, all overtime accrued subsequently will be paid out (as opposed to accruing compensatory time).

You may accrue up to a maximum of 12 hours of compensatory time (18 compensable hours). Any hours earned in excess of these maximum limits must be paid as overtime. This accrued compensatory time must be used by December 15th each year. Any unused time after December 15th will be paid out. Any overtime accrued after December 15th will be used in the following calendar year.

Exempt Employees

Exempt employees typically are not eligible for overtime. However, you may occasionally be rewarded compensatory time by Department Heads. In addition, when the Commission officially declares an emergency, you will receive overtime under this policy. Use of compensatory time is subject to this policy.

You may not accrue more than 160 hours of compensatory time and must use all accrued time by the end of the calendar year or forfeit any such remaining hours. When you leave our employment, you will not receive cash payment for any unused compensatory time.

508 Use of Vehicles and Equipment

Effective Date: 08/01/2022

As part of your job, you may be expected to use certain types of equipment, or drive for work purposes. To reduce the risk of damaging equipment, or causing harm to yourself or others, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines, when using our property or equipment, or while driving for work purposes.

You must keep any work vehicle clean that you drive. Please notify a supervisor if any equipment, machines, tools, or vehicles need repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others.

Supervisors can answer any questions about your responsibility for maintenance and care of equipment or vehicles used on the job.

Please use county issued credit cards for purchases of fuel from the appropriate County vendor. Purchase orders will be utilized for parts, and emergencies such as batteries, or tire repair necessary for operation of the vehicle.

You must obey all traffic laws and safety rules concerning the safe operation of motor vehicles while driving our vehicles or driving your own vehicles for work purposes. You must refrain from reading, sending e-mails, text messages, and/or instant messages, searching or scrolling for audio, and accessing the Internet from your cell phone or other wireless devices while operating a motor vehicle at any time the vehicle is in motion, part of traffic (e.g., while sitting at a stop sign or stop light), or is anything other than parked. In addition, if you must make or receive a call while driving for work purposes, pull off the roadway and park your vehicle for the duration of the call, or limit your conversation to the minimum time necessary and utilize a hands-free device.

You must participate in defensive driving course prior to operating a County vehicle, every 3 years thereafter, or any time you are in an accident. You must have a valid driver's license, which you should always have when you operate a vehicle. Do not place unauthorized bumper stickers or equipment in our vehicles.

We will not pay the costs of any parking tickets or traffic violations that you incur. In the event of overweight fines, you may be responsible for the first \$50. If you drive your own vehicle for work purposes, you must adequately insure the vehicle, and provide us with proof of insurance upon request. For insurance purposes, we may occasionally check your driving record, and if you fail to meet our standards, your driving privileges will be revoked.

You are expected to use our property, including our vehicles, for business use only. Occasional personal use while traveling for work purposes may be permitted. Non-employees such as guests or family members may be passengers if reasonable to transport them. However, our insurance may not cover their transportation. Do not transport hitchhikers.

In the event of an accident, you are required to immediately report the accident to your Department Head and, obtain a police report. An accident form must be completed and filed with the Finance Director for insurance purposes.

509 Lobbying

Effective Date: 05/07/2018

Anyone, other than an elected official, who is involved in lobbying at the State Legislature, in a personal capacity, shall take annual leave for such activities unless such lobbying has been approved by the County Commission. If the Commission is not in session, such lobbying shall be approved by the Commissioner holding that portfolio and reported at the next Commission meeting.

510 Business Expenses and Reimbursements*Effective Date: 08/01/2022*

We will reimburse you for reasonable business expenses you incur while performing work, including expenses incurred while travelling for work purposes. The reimbursement rate is set by the County Commission and follows the state reimbursement rate or the federal reimbursement rate, whichever is greater. All business travel must be approved in advance by your Department Head.

We reimburse the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing your job duties. You must limit all such expenses to reasonable amounts. We will provide per diem for meals when you are away from your normal place of employment for a minimum of four (4) hours. However, meals within the County, while attending formal meetings required by your Department Head, or attending conferences directly related to work, and you are restricted from leaving the conference or meeting, will be reimbursed. You cannot claim a meal for reimbursement if it was provided to you or if you were not away from your normal work location for at least four (4) hours. Reimbursement for in-county meals will be at the actual expense, not to exceed the state rate.

You should submit completed expense reports within 60 days of incurring the expense or by December 31, whichever is sooner. Reports must include receipts for each separate expense, other than for meals, which will be paid for using the per diem. For those submitting expense vouchers, expenses shall not be reimbursed by any other governmental agency or business. Payment of travel expenses over \$100 will be reimbursed as soon as vouchers are processed. Payment under \$100 will be made monthly.

If you can save substantial transportation costs by incurring additional meals/lodging, you are encouraged to travel at the lowest overall cost. If you choose to travel in an alternative method, you are responsible for payment of the difference of any cost and any additional travel time must use accrued annual leave.

If you travel for business purposes and are accompanied by family, a spouse, or a significant other, you are responsible for any costs associated with your travel companions.

Contact your supervisor for guidance and assistance on procedures related to expense reports, reimbursement for specific expenses, or business travel issues.

Training Time

All time spent in training that is required and approved by your supervisor is considered as time worked for non-exempt employees. Travel to and from such required training will be compensable if located outside the Fargo/Moorhead area.

511 Visitors in the Workplace*Effective Date: 08/01/2022*

To provide for the safety and security of you and your coworker's, only authorized visitors are allowed in certain areas of County buildings. For purposes of this policy, visitors include all non-

employees, including family members. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards your welfare, and avoids potential distractions and disturbances.

All persons, with the exception of law enforcement and those who have County identification badges are subject to screening when entering the Courthouse or Annex. The hours of regular security operation in the Courthouse and Annex are 8:00 a.m. through 5:00 p.m. Monday through Friday. You must escort visitors conducting business with you after hours through the facilities.

If an unauthorized individual is observed on our premises, immediately notify your supervisor or, if necessary, escort the individual to the security area.

512 Phones and Electronic Devices

Effective Date: 05/07/2018

Whether it's using our phones or your own electronic devices, we know that you may occasionally want to text, make/take phone calls, and otherwise use them for personal purposes. Where possible, any such use should be confined to nonworking times such as breaks or meal periods, and should not interfere with your ability to effectively perform in your position, or distract your coworkers. With this in mind, cell phones and other electronic devices should generally be shut off during times you are working, and kept out of designated work areas, unless carrying such a device is necessary for work purposes, or prior approval has been obtained.

513 Electronic Communication Devices & Services

Effective Date: 05/07/2018

We provide computers, e-mail and Internet access to assist you in completing your work, improving your efficiency and obtaining work-related data and technology. We have established the following guidelines to help ensure responsible and productive computer usage.

Definitions

Electronic communication devices include desk phones, cell phones, computers, laptops and tablets, copiers, printers and other peripheral devices. Electronic communication services include local and long distance calling, voicemail, e-mail, instant messaging, software applications, tablet and cell phone apps, file storage systems such as SharePoint or OneDrive, network shared or personal drives and Internet access. This non-exhaustive list of technology devices and services is meant to include all forms of electronic communications, devices and services provided by us. As new technologies are obtained and implemented, those items will also be included in this policy

All electronic communication devices and access to network services furnished to you to do your job are our property, and are intended for business use. As a result, you have no right to privacy for any uses, business or personal, to which you may put the electronic communication devices and services we have provided. We reserve the right to monitor any and all use to which our

electronic communication devices and services may be put, regardless of whether the use is personal in nature, or occurs during non-working times, such as breaks or meal periods.

Personal Use of Electronic Devices and Services

While electronic communication devices and services are intended for job-related activities, incidental and occasional personal use may be permitted within reasonable limits. The personal use of electronic communications devices and services shall NOT be a substitute for keeping your business and personal e-mail, files, videos, movies, pictures and internet activity strictly separate. As such, all personal related email, files and digital media shall be conducted or stored on personally owned email accounts, devices or online services.

Do not use your County provided email or website addresses for personal use to register or subscribe for any service, including but not limited to any social media sites, online newsletters or journals, personal finance websites, public or private schools, religious or sporting activities, health services, household bills and utilities, hotel and travel sites or any online shopping or shipping services without prior approval from the IT Department.

We strictly prohibit using our Internet services for the personal use of streaming video, audio, internet radio or music and using electronic devices or services for the storage, viewing or playing of personal pictures, videos, music and other personal files. Do not connect personal cell phones, iPods, other music players or playing of CD or DVD discs on county owned electronic devices.

The electronic communication devices and services provided to you remain at all times the property of Cass County. To ensure compliance with this policy, we reserve the right to monitor Internet traffic, and retrieve and read any data composed, sent, received or stored on devices or services. All data that is composed, transmitted, received or stored on our computer system is considered to be part of the official records of Cass County and, as such, is subject to open records disclosure to law enforcement or other third parties.

You must comply with any and all potentially applicable laws (e.g., industry regulations, harassment laws, copyright restrictions, contractual obligations or restrictions, etc.) each and every time you use our electronic communication devices and services for any purpose, as well as during any occasion you may be using your own personal computer networks, systems, or equipment in ways that may directly or indirectly be associated with Cass County.

Computer Security

You should take all security precautions available and prescribed by us. You should not attempt to bypass or disable any anti-virus precautions installed on our computers. Please protect the integrity of electronic communication devices and services at all times, including logging off or locking systems when not in use or when you are away from the workspace.

If you use electronic devices offsite, including home, hotels or other public locations, you shall take all precautions to protect our equipment. Maintain positive control of devices when in public locations and take necessary precautions when connecting to public Internet or Wi-Fi connections.

If you check out or are provided County resources for working off-site, you are prohibited from allowing non-employees, including family members, to use the electronic communication devices and services.

Passwords and user IDs to access any system shall not be written down or shared with anyone else, including coworkers, at any time and users shall not login to a system for the purposes of allowing another user access. This includes, but is not limited to, computers, servers, state applications, or online business accounts.

Do not transfer, copy, upload or forward any County email, documents, or files to personally owned devices or services, including but not limited to, USB flash drives, portable hard drives, CD/DVD drives, personal email accounts or any online storage services such as Dropbox, iCloud, OneDrive, or Google Drive, without permission from the IT Department.

When required, you should only send confidential, sensitive and/or proprietary information using County approved encryption or secure email methods. Similarly, when receiving emails, you should encourage outside clients, vendors and business partners to send any confidential, sensitive and/or proprietary information using appropriate safeguards, including encryption or secure email methods.

Prohibited Usage

The following behaviors are examples of actions and activities that are prohibited and can result in disciplinary action up to and including termination of employment:

- Sending or posting messages or images that are disruptive, offensive, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale
- Using our computers or services for personal gain
- Using our email to solicit for outside commercial ventures, religious or political causes, outside organizations, or other non-business matters
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization (such information includes, but is not limited to, information outlined in our Confidentiality and Non-Disclosure policy)
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Viewing or exchanging pornography or obscene materials
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation or destroying, concealing, or disclosing information protected by attorney-client privilege, legal hold or spoliation order
- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the computer for gambling of any sort

- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that defame or slander other individuals
- Passing off personal views as representing those of the County
- Sending anonymous e-mail messages
- Using the electronic devices or services, including email or Internet, for purposes of seeking other employment or preparing or posting a resume
- Loading software without permission
- Engaging in any other illegal activities
- Engaging in any other computer related activity determined by us to be inappropriate or unacceptable

We strive to maintain a workplace free of harassment and sensitive to the diversity of our employees. Therefore, we prohibit the use of electronic communication devices and services in ways that are disruptive, offensive to others, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, gender-specific comments, off-color jokes, or anything that may be construed as harassment, bullying or showing disrespect for others.

We purchase and license the use of various computer software for business purposes and do not own the copyright to this software or its related documentation. Unless authorized by the software developer, we do not have the right to reproduce or install such software for use on more than one computer. You may only use software on local area networks or on multiple machines according to the software license agreement. We prohibit the illegal duplication of software and its related documentation.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if you did not create material, do not own the rights to it, or have not gotten authorization for its use, you should not put it on the Internet or transmit through the e-mail system.

You will be required to sign an acknowledgement form for Cass County's Appropriate Use of Electronic Communication Devices and Services.

If you have questions about acceptable usage of the computer or networks we provide you, please contact the Human Resources Department.

514 Social Networking Websites and Online Communications

Revised Date: 01/01/2019

Social Networking Websites

Social networking sites present unique opportunities for you to communicate with others and express yourself in a public forum. However, social networking also poses significant risks to the workplace, even if your social networking activities are conducted completely on your own time and on your personal devices and networks. As a result, you need to always be mindful of how the things you post and do online might impact your coworkers, our reputation, and your professional reputation.

Online Code of Conduct

Although you are solely responsible for what you post or endorse online, since what you say and do can impact us and your coworkers, we've come up with some examples of online behaviors that we consider to be unacceptable:

- Sending or posting discriminatory, defamatory, harassing, bullying or threatening messages or images (including photographs or videos) regarding any current or former employee
- Making any defamatory, slanderous or derogatory reference or post against any prospect, client, customer, vendor or business partner that may harm or interfere with the working relationship or current contracts
- Posting any confidential, proprietary or non-public information or documents, including, but not limited to, information listed in our Confidentiality and Non-Disclosure policy
- Posting comments or opinions regarding our products or services, and which may be construed as violating state or federal law (e.g. the FTC's Endorsement Guidelines)
- Failing to respect the financial disclosure laws by posting our financial information, which could be perceived as giving outsiders an unfair advantage or insight ("tip") in violation of state or federal laws
- Posting any confidential information pertaining to employees or customers, which may otherwise be protected under state and federal laws such as state privacy and disability laws, Red Flag Regulations, ADA, HIPAA or GINA
- Disclosing any information protected by attorney-client privilege, legal hold or spoliation order
- Representing (or otherwise giving the impression) that you are speaking on our behalf
- Failing to use proper disclaimers with anything that might be connected back to us, such as "postings on this site are my own and do not represent others' opinions, philosophies or business strategies"
- Posting photographs, videos or images of other employees without proper authorization, or failing to remove such images when requested by another employee
- Unlawfully gaining access to another employee's social networking website or profile
- Demanding or otherwise requiring applicants or employees to give you their social networking passwords

Resolving Conflict

When communicating online, be fair and courteous to current and former employees, customers, clients and vendors. Work-related issues are more likely to be resolved by speaking directly with the person at issue or going to your Department Head.

Should you decide to post complaints or criticisms, avoid using statements, photographs, videos or audio that reasonably could be viewed as malicious, obscene, harassing, threatening, intimidating, bullying, or that disparages customers, clients or vendors. Failure to follow these guidelines may result in disciplinary action, or legal action initiated by a third-party.

Monitoring and Consequences for Policy Violations

While we have no general practice of reviewing your personal profiles on social media sites, you should be aware that if such profiles contain information suggesting conduct that violates this or any other policy, such information may form the basis for an appropriate investigation and/or discipline.

Nothing in this policy prohibits you from exercising any legal right under any state or federal law, nor will you be subject to discipline for any posts that are legally protected. However, you should be aware that most posts to personal social networking sites are not entitled to legal protection, and any such posts may result in disciplinary action up to and including termination of employment, if they violate this or any other policy.

If you have been the subject of online harassment or bullying, notify the Human Resources Department or your supervisor or Department Head.

515 Workplace Monitoring

Effective Date: 05/07/2018

From time to time, we conduct workplace monitoring to ensure quality control, employee safety, security, and customer satisfaction.

We reserve the right to monitor your computer, Internet, and e-mail usage as described in our Electronic Communication Devices & Services policy, including any personal usage to which you may put our systems, networks, or equipment.

We may monitor your telephone conversations or text messages if you have County-owned phones, including cell phones. Telephone calls may be recorded by employees participating in the call if a record of the conversation is material to a job duty being performed or to protect the safety of county employees.

We may conduct video surveillance of non-private workplace areas to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence. Any such video surveillance may include audio recording, as well.

We may also use GPS units on vehicles to help us track the times, locations, and routes you may drive in connection with work, for safety, efficiency, and compliance purposes.

We perform workplace monitoring in an ethical and respectful manner, and we are sensitive to the privacy concerns of employees.

516 Telecommuting

Effective Date: 5/1/2023

Cass County supports telecommuting as an option for various positions within its workforce. The determination of eligibility for telework will be made on a case-by-case basis, with the final approval in the Department Heads discretion. Factors that lead to these decisions include but are not limited to:

- Position and Job Duties
- Job Skills
- Organization Impact
- Performance History

Telecommuting to work has no impact upon an employee's compensation, benefits, work status, work responsibilities, amount of time worked, or pay period, unless agreed upon separately in writing. If applicable, a specialized schedule for telework will need to be created and confirmed by working with an employee's direct supervisor prior to telework beginning. If no such schedule is created, an employee's schedule will be assumed to be the same as if they were working in a Cass County facility. Changes to this schedule must be reviewed and approved in advance by your supervisor.

Telecommuting is considered a privilege and may not work for every employee or every position. Employees who telecommute will coordinate with their supervisors about specific work assignments and specific ways to track productivity. Prior to approval of telecommuting, the Department Head must coordinate efforts with IT to ensure feasibility.

Equipment required for telecommuting will be provided to the employee, within reason. Cass County IT will continue to support end users just as if they were in the office. This support will be provided remotely. However, Cass County's support does not cover home internet/network/wireless connections.

IT will do initial troubleshooting on all issues, but if it is determined the issue most likely lies outside of the county's purview, we will communicate this to the end user with suggestions to work with their internet service provider.

In the event Cass County IT is unable to troubleshoot or resolve an issue remotely, the user will be requested to bring the associated hardware and any county-provided equipment into the IT office for further troubleshooting. IT will not travel to a user's home to assist with technology issues.

Access to county network resources is only available from county-provided equipment. This is to maintain the entire flow of data and maintain operational security. Access from non-county equipment to county network resources is prohibited unless otherwise approved.

A reliable internet connection is required for working remotely. Cass County does not provide internet connectivity for remote workers. Due to the nature of our work, minimum speed requirements must be met to have a stable working environment remotely. A remote user must

have a minimum of 25 megabits per second download speed, as well as 10 megabits per second upload speed. Speeds lower than this will result in difficulties with multimedia activities such as Teams, phone calls, video calls, etc. To test your speed, prior to working from home, bring your device home and connect to your personal internet. Open a modern browser, such as Google Chrome or Microsoft Edge, and browse to <http://itdspeed1.nd.gov> . Run the speed test on this site and verify your results. Run the test in a similar location and environment as you would be when working remotely, including other users on the network.

All county employees or contactors are required to connect to all county resources via a secure access gateway that is provided, maintained, and controlled by Cass County. This software, called a VPN, controls connection to county resources and maintains their integrity on offsite locations. All employees are required to connect to the VPN when working remotely.

We expect you to ensure the confidentiality and protection of proprietary and customer information that you may use or access while working from home. This may include the use of locked file cabinets and desks and any other steps appropriate for the job and the environment. Employees are not allowed to store, transfer, move, or copy any county data to non-county devices when working remotely.

All county devices have pre-installed security software that is monitoring activity for security related issues. No user may remove, disable, bypass, or otherwise tamper with this software for any reason without the assistance of IT.

During working hours, your remote workspace will be considered an extension of our workspace. Therefore, workers' compensation benefits may be available for job-related accidents that occur in your remote workspace during working hours. All job-related accidents will be investigated immediately. We assume no responsibility for injuries occurring in your remote workspace outside of your agreed-upon work hours. You agree to maintain safe conditions in your remote workspace and to practice the same safety habits as those followed on our premises. In the case of an injury while telecommuting, follow our Workers' Compensation policy.

Telecommuting only works in some circumstances and is not a universal employee benefit. As a result, we will only provide this opportunity when we are convinced it will be in our best interests and may terminate approved telecommuting arrangements whenever we believe necessary to do so.

601 Employee Conduct and Work Rules*Effective Date: 05/07/2018*

In order to maintain the excellent reputation we have earned with our customers and to provide the best possible work environment for you and your coworkers, we expect you to follow the rules of conduct set forth in this policy.

Performing with Integrity and Honesty

Any time you are interacting with someone connected to our workplace, their perception of your words, actions, and behaviors is more important than your intent. As a result, we expect you to perform with the highest level of integrity possible and to be honest and fair when you interact with customers, management, and coworkers.

If you are ever in doubt about whether a particular course of action is appropriate, seek guidance from your supervisor or Department Head.

Treating Others with Respect

Treat everyone with respect and demonstrate genuine concern for their needs, because one bad experience can ruin the relationship. Consideration, respect and courtesy also play important roles in maintaining positive and productive working relationships with your supervisors and coworkers. Everyone is expected to communicate and work in a manner that is respectful to others.

Unacceptable Conduct

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of actions and behaviors that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Dishonesty or misrepresentation including, but not limited to, falsification of timekeeping records, misrepresentation on employment applications, or dishonesty in an investigation
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating tools and equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Failure to comply with written doctor restrictions or statements
- Failing to report injuries timely
- Smoking in prohibited areas

- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism or any absences without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of computers, telephones, mail system, or other employer-owned equipment or networks
- Unauthorized disclosure of business “secrets” or confidential information
- Inappropriate words, actions, or conduct, inside or outside of the workplace that may reflect poorly upon, or cause harm to, Cass County. This prohibition applies even to words, actions, or conduct that occurs completely on personal time, including on Internet social networking sites. However, this is not intended to prohibit you from exercising legal rights and you will not be disciplined for engaging in protected activity.
- Unsatisfactory performance or conduct, including inefficiency, inattentiveness, and failure to manage and complete necessary workloads within scheduled hours
- Violation of personnel policies

Duty to Report Violations

Report any matter that you believe violates this policy and/or may result in any of the following: monetary loss, damage to reputation, or harm to an individual(s). Reporting such matters is essential so that we can respond appropriately. We do not retaliate against any employee who, in good faith, reports suspected violations of our policies.

602 Drugs and Alcohol

Effective Date: 08/01/2022

We want to maintain a healthful and safe workplace that is free from improper drug or alcohol use. Our policies described below help us promote this goal.

Prohibited Uses of Alcohol, Illegal Drugs, and Legal Drugs

While on our premises and while conducting business-related activities off our premises, you may not use, possess, distribute, sell, or be under the influence of alcohol, illegal drugs, or any legal drugs (including prescribed drugs) that might cause you impairment or impact your ability to fully or safely perform the functions of your position.

Employee Assistance Program

Our Employee Assistance Program (EAP) provides confidential counseling and referral services if you need assistance with such problems as drug and/or alcohol abuse or addiction. We encourage you to address any questions or concerns you may have about substance dependency or abuse with the EAP, and to review the treatment programs that may be covered under our health insurance program or any other health insurance program that provides coverage to you. You can discuss these matters with your supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Alcohol in County-Approved Situations

From time to time, the consumption of moderate amounts of alcohol may be permitted at conferences or with the express approval of management. If you consume alcohol under such circumstances you must drink responsibly, must not become intoxicated, and must not return to

work after drinking. You may not operate our vehicles while under the influence.

If you have any questions on this policy or issues related to drug or alcohol use in the workplace, please raise your concerns with your supervisor or the Human Resources Department.

603 Drug and Alcohol Testing

Effective Date: 08/01/2022

Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks. To help ensure a healthful and safe working environment, employees in safety sensitive positions may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit, illegal, or impermissible use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

There are a variety of circumstances under which we might test for drugs or alcohol, including, but not limited to, in connection with a workplace accident or injury, randomly (for safety-sensitive positions), with reasonable suspicion, and on applicants to whom a conditional job offer has been made.

To the extent that a drug test is conducted in connection with a workplace accident or injury, we will not require post-injury or post-accident drug testing unless the circumstances of the injury or accident are such that there is a reasonable possibility that alcohol or drug use could have been a contributing factor to the occurrence of the injury or accident.

A lengthier and more detailed policy setting forth the various steps and procedures involved in our drug testing program for those in a safety-sensitive position can be found in Appendix A.

Information and records relating to test results, drug and alcohol dependencies, and legitimate medical explanations shall be kept confidential and maintained in secure files separate from normal personnel files, to the extent required by law.

Questions concerning this policy or its administration should be directed to the Human Resources Department.

604 Bullying, Harassment & Offensive Behavior

Effective Date: 08/01/2022

We are committed to providing a work environment where you and all other employees are treated with dignity, decency, and respect. In keeping with this policy, we will not tolerate bullying, harassment, offensive behaviors, or retaliation (hereinafter, "harassment," unless otherwise noted). This policy extends to workplace harassment involving non-employees, such as outside vendors, suppliers, consultants, or customers. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings and social events, or where there is an impact in the workplace.

What is Harassment?

Harassment is hostile or offensive physical conduct, verbal comments, or written comments including, but not limited to, electronic communications, such as online posts or text messaging if that conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Unreasonably interferes with an individual's work performance or opportunities; or
- Otherwise affects the terms and conditions of employment.

Harassment because of the individual's race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, marital status, status with regards to public assistance, participation in lawful activity off our premises during non-working hours (which is not in direct conflict with our essential business-related interest) or any other status protected by law is unacceptable and will not be tolerated.

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, comments (verbal or written), or physical conduct of a sexual nature when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may involve individuals of the same or different gender.

Examples of Harassment

Examples of harassment include, but are not limited to:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Leering or making sexual gestures.
- Displaying or circulating sexually suggestive objects, pictures, cartoons, e-mails, or posters.
- Displaying or circulating offensive objects, pictures, cartoons, e-mails, or posters based on a legally protected characteristic such as race, religion, or sexual orientation.
- Making or using derogatory comments, epithets, slurs, or jokes.

- Electronic communications, such as online posts or text messaging, which are offensive or derogatory in nature about an individual due to their membership in a protected class.
- Graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Unwelcome physical conduct including touching, assaulting, impeding, or blocking movements, or threatening and intimidating behavior.

Reporting Procedure

You are responsible for, and have an obligation to, report harassing or inappropriate behavior, whether it is directed at you or is something you saw or heard that was directed at someone else. Any manager or supervisor who learns of or observes harassing or inappropriate behavior, or receives a complaint about this kind of behavior, must immediately report the behavior or complaint to the Human Resources Department.

If you **experience** harassment in the workplace, whether by employees or non-employees, take the following steps:

- Take immediate action rather than ignoring the problem and waiting for it to go away;
- Tell the offending person, if you feel comfortable doing so, that his or her actions or comments are unwelcome, that the behavior is offensive, and it must stop immediately;
- Report the incident as soon as possible to a supervisor, the Human Resources Department, or a Department Head; and
- Remember that we will **not** tolerate any retaliation against you for reporting concerns about harassing behavior or conduct.

If you **witness** harassment, take the following steps:

- Take the incident(s) seriously;
- Refuse to condone or participate in the behavior;
- Encourage the victim to speak with his or her supervisor or the Human Resources Department; and
- Express suspicions or concerns to the appropriate supervisor, the Human Resources Department, or a Department Head so that we can be alerted to any possibly harassing situations.

If you **engage in** harassing behavior or have been accused of engaging in harassing or inappropriate behavior, take the following steps:

- Stop the behavior immediately;
- Listen to the person complaining about the behavior; and
- Learn from the experience and do not repeat it.

You are protected from retaliation for making a complaint or exercising other rights protected by law.

Supervisors

For purposes of this policy, Supervisors are employees whose primary duties involve managing a division of the County and directing the work of at least two full time employees or equivalents. Among other duties, supervisors are responsible for hiring, firing, and disciplining others. Employees who direct the work of employees, but do not have the authority to hire, fire, or discipline others, are not supervisors.

If you are a Supervisor who is responsible for hiring, firing, and disciplining employees, and if you engage in harassment, permit others under your supervision to engage in such harassment, retaliate or permit retaliation against an employee who reports such harassment, you are guilty of misconduct and shall be subject to immediate disciplinary action that may include termination of employment.

Investigations

We will promptly investigate any report of harassment and will take swift and appropriate action at the end of our investigation. Complaints will be handled as discreetly as possible, although we cannot guarantee absolute confidentiality, since the alleged harasser is entitled to answer the charges, particularly if discipline or termination is a possible outcome.

You must cooperate fully during any investigation or fact-finding we conduct and must provide honest and complete information. You cannot choose to “stay out of it” if you are asked for information that you have or have access to. This is true whether you are the complaining party, the accused party, or a potential witness.

Failure to participate fully and honestly in the investigative process, or in any fact-finding process initiated by us, is a serious violation of our policy and grounds for disciplinary action, which may include termination from employment.

Retaliation

We do not tolerate any retaliation against any employee who reports an incident of alleged harassment or inappropriate workplace behavior, or provides information during an investigation, and will take measures to protect all such employees from retaliation. *Engaging in retaliatory behavior is a violation of this policy, and is grounds for corrective action, up to and including termination of employment.*

Off-Site Events

On occasion, you may have the opportunity to participate in off-site County-sponsored events, such as social gatherings, planning sessions, retreats, customer meetings, or conferences. These settings, which may be more informal than our workplace, can facilitate new learning, creative thinking and camaraderie among employees, vendors, and third parties. We expect that you will demonstrate the same professional standards of behavior at these events as you would in the workplace. Two specific guidelines should be kept in mind:

- If alcoholic beverages are served, they must be consumed in moderation.
- Harassment in any form will not be tolerated.

Liability for Harassment

If you violate this policy, you will be subject to disciplinary action, up to and including termination from employment. You may also be subject to personal legal liability for violation of this policy.

If you want more information about our harassment policy or complaint process, please contact a supervisor or the Human Resources Department.

605 Personal Appearance

Effective Date: 05/07/2018

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image we project to customers and visitors.

During business hours or when representing us, you are expected to present a neat, clean and professional appearance and limit natural or artificial scents that could be distracting or annoying to others. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person. Where necessary, reasonable accommodation may be made for employees with disabilities, or who have legitimate religious needs.

Your supervisor or Department Head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you may not be compensated for the time away from work.

Consult your supervisor if you have questions as to what constitutes appropriate appearance.

606 Return of Property & ID Badges

Effective Date: 05/07/2018

You are responsible for the safety and security of items that we issue to you or that are in your possession or control, including, but not limited to, the following:

- Cell phones
- Computers/laptops
- Credit cards
- Customer data and information
- Equipment
- Identification badges
- Keys
- Manuals
- Protective equipment
- Security passes
- Tools
- Uniforms
- Written materials

You must return all of our property immediately upon request or upon termination of employment. Department Heads will report terminations to the Information Technology service desk and the Sheriff's Office.

You must wear your identification badge when inside any County building during business hours or elsewhere in the County while County duties are being performed. If you forget your

identification badge during non-business hours, you will not be allowed in County buildings. You must retrieve your own badge to gain entrance.

Please report your lost or stolen keys or badges to your Department Head, the Sheriff's Office, and the Information Technology service desk immediately upon learning of the fact.

607 Personal Property in the Workplace

Effective Date: 05/07/2018

If you bring personal property into the workplace—whether in a parking area, at a job or customer site, or in a building or workspace—you are solely responsible for such property. We are not responsible for any damage to, theft, or loss of personal property, and we do not have insurance to cover any such loss, damage, or theft. As a result, if you are concerned about the safety of your personal items you should leave them at home and not bring them to work.

Please report all theft of personal belongings to your supervisor, documenting the missing item, the last known location of the item, the approximate time the theft may have occurred, and the description of the item. The supervisor will report the possible theft to the Department Head. However, it is your responsibility to report the theft to the Sheriff's Office or appropriate law enforcement agency.

608 Weapons & Violence in the Workplace

Effective Date: 08/01/2022

Weapons

Threatening and violent behavior is prohibited throughout the workplace, and we have adopted this policy to ensure that all employees can work in an environment that is safe from, and free of, such behaviors. This policy is in addition to North Dakota Century Code §62.1-02-09, which makes it a felony for a person, other than a law enforcement officer, to possess certain weapons in government buildings without express written consent.

In order to carry a weapon, you must be a licensed peace officer in the state you are currently employed in the capacity of a peace officer and have met all the requirements for continuing education as mandated by the peace officer's board. You must be "qualified" to carry the weapon on duty and "qualify" for the same ammunition that you carry while on duty. We use the same qualification procedures as established by the State of North Dakota. The Sheriff, or his designee, as entrusted by the Commission, is the qualifications administrator.

For the purposes of this policy, weapons include but are not limited to any gun (loaded or unloaded), stun gun, BB gun, CO₂ gun, air gun, machete, sword, knife (with blades of 5" or more), bow & arrow, spear, any martial arts weapon, or any other device intended to cause bodily harm to another person.

Violence in the Workplace

Employees, customers, vendors, and other members of the public should be always treated with courtesy and respect. You are expected to comply with our Safety and Employee Conduct and

Work Rules policies, and refrain from fighting, "horseplay," and other conduct that may be dangerous to others.

At no time may you commit an act of violence against anyone you meet while working. Similarly, you may not threaten or otherwise intimidate an employee, vendor, customer, or other member of the public.

If you receive or observe a threat of violence or actual violence, call 911 immediately and then take appropriate action to be safe. This includes threats or conduct by employees, customers, vendors, and other members of the public. Be as specific and detailed as possible when reporting a threat or act of violence.

You must also immediately report any suspicious activities or unaccompanied non-employees in the workplace to the Sheriff's Office (701-241-5800). Do not place yourself in peril. If you see or hear commotion or a disturbance, do not try to intercede.

In the event of an active shooter or other situation posing imminent danger, you will be notified through the Alertus system on your workstation desktop or mobile device. If you observe an incident that may pose imminent danger you should:

- Run if there is an accessible escape path;
- Hide if evacuation is not possible; and
- Fight if your life is in imminent danger and you have no option other than to attempt to disrupt and/or incapacitate the active shooter.

We will promptly and thoroughly address all reports of threatened or actual violence, as well as suspicious individuals or activities. Employees found to have engaged in threatening or violent behavior will be subject to prompt disciplinary action, up to and including termination of employment.

We encourage you to bring concerns and disputes to the attention of your supervisor, a Department Head, or the Human Resources Department without fear of retaliation.

609 Security Inspections

Effective Date: 05/07/2018

In an effort to maintain a safe work environment, including one that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials, and to discourage theft or unauthorized possession of our property or yours, we reserve the right to inspect all work areas, including vehicles, desks, storage containers, lockers, and areas where personal belongings may be kept. We require the cooperation of everyone in administering this policy.

Because of the urgency underlying such searches, we may conduct inspections at any time, and without advance notice to you.

In addition, we may also conduct inspections of persons entering and/or leaving the premises, as well as personal items, such as purses, coats, etc. Anyone who wishes to avoid inspection of any

articles or materials should not bring such items to the workplace.

If you are not wearing an identification badge when entering a County building, you may be subject to screening and any items will be subject to inspection and search.

610 Solicitation & Bulletin Boards

Effective Date: 05/07/2018

In an effort to ensure a productive and harmonious work environment, non-employees may not solicit or distribute literature in the workplace at any time for any purpose.

We recognize that you have interests in events and organizations outside the workplace and that you may make solicitations as a result of your involvement. However, you may not solicit or distribute literature concerning these activities during working time, unless approved by the County Commission. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

For example, the following types of solicitation should be kept out of the workplace:

- The collection of money, goods, or gifts for community groups;
- The collection of money, goods, or gifts for religious groups;
- The collection of money, goods, or gifts for political groups;
- The sale of goods, services, or subscriptions outside the scope of official organizational business;
- The circulation of petitions;
- The distribution of literature not approved by us; or
- The solicitation of memberships, fees, or dues.

You may be allowed to leave information in a designated location; please check with your supervisor. In addition, posting materials or sending electronic announcements are permitted only with prior approval from the Human Resources Department.

Intranet Bulletin Board

Our intranet bulletin board is provided as a service to all employees. We do not endorse and are not responsible for the content posted. You may post advertisements on that electronic bulletin board, subject to the following:

1. Postings are used to sell or give away personal items.
2. Soliciting and fundraising is prohibited.
3. Advertising firearms or any type of weapon is prohibited.
4. Any activity on the bulletin board, including posting or responding to advertisements, must take place before or after work. You cannot use the bulletin board during lunch or break times.

5. Items will be advertised using text only (no photos).
6. Items will be posted for two weeks and then automatically deleted.

We reserve the right to remove a post at any time or eliminate the use of the intranet bulletin board without advance notice.

611 Progressive Discipline

Effective Date: 08/01/2022

This policy describes how we administer equitable and consistent discipline for unsatisfactory conduct and performance in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all levels.

We want to treat employees fairly and make sure that disciplinary actions are prompt, uniform, and impartial. Our goal for any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although your employment with us is based on mutual consent and either of us have the right to terminate employment at will, with or without cause or advance notice, we may use progressive discipline at our discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, performance improvement plan, or termination of employment -- depending on the severity of the problem and the number of occurrences.

Progressive discipline means that, with respect to most disciplinary problems, the following steps will typically be followed:

- 1st warning: A first offense may require your supervisor to verbally counsel you about an issue of concern, and a written record of the discussion will be placed in your file for future reference.
- 2nd warning: A subsequent offense may require a written warning which will be placed in your personnel file.
- Suspension or performance improvement plan: If you have failed to resolve performance issues despite prior discussion, coaching or discipline, you may either be suspended, or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within that time period, you must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by your supervisor and the organization. At the end of the performance improvement period, the PIP may be closed or, if established goals are not met, a new PIP created or termination may occur.
- Termination of employment.

Certain types of problems may be serious enough to justify bypassing some of these steps, or, in extreme situations, going straight to termination. Human Service employees will follow the disciplinary procedures established by North Dakota Human Resources Department's

Administrative Rules.

While it is impossible to list every type of behavior that may be deemed a serious offense, our Employee Conduct and Work Rules policy includes examples of problems that may result in discipline and/or termination.

By using progressive discipline, we hope that most problems can be corrected at an early stage, without the need to pursue any additional interventions.

612 Employment Resignation and Termination

Effective Date: 08/01/2022

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation / Retirement occurs any time you notify us of your intent to end your employment with us. If you wish to resign from your employment with us, please notify your supervisor in writing at least 2 weeks' prior to your last day of employment with us. If you are in management, we ask that you provide 1 month notice. Your last day of work, you must be physically present; you cannot use annual leave or sick leave for the last day.

If you resign, we may schedule an exit interview with you during your notice period to discuss the reasons for your resignation and the effect of the resignation on your benefits.

In some circumstances, we may need to adjust your last day of employment to a date sooner than the date you requested in your resignation.

Discharge / Termination occurs when we make the decision to terminate your employment for performance or conduct reasons.

Layoff occurs when we make the decision to end your employment for non-disciplinary reasons, such as business slow-downs, reorganizations, etc.

Your employment with us is voluntary and is subject to termination by you or us at will (except Human Services, which is subject to North Dakota Human Resources Department's Administrative Rules), with or without cause, and with or without notice, at any time. You will receive your final pay in accordance with applicable state laws.

613 Health Insurance Portability & Accessibility Act (HIPAA)

Effective Date: 08/01/2022

The Cass County HIPAA policies contained herein shall apply to each affected Department in Cass County relevant to the storage and dissemination of Individuals Identifiable Health Information ("IIHI") (hereinafter "Privacy Regulation").

It is the policy of Cass County to provide for enhanced security and privacy of individual health information and standardize data interchanges between Cass County and healthcare organizations, the State of North Dakota or other business associates.

Appointment and Duties of Data Privacy Officer

The Cass County Administrator, Finance Office, and Human Services Director shall serve as the Privacy Officers for Cass County (hereinafter "Privacy Officers"). The Privacy Officers shall carry out and implement the policies stated herein and otherwise required under applicable Federal, State, and local laws.

The Privacy Officers shall receive requests or complaints and should provide information about matters covered by HIPAA. The Privacy Officers need to be familiar with privacy regulations. Delegation of some of these duties may be given by the Privacy Officer to those whom they may designate within their departments. The County Administrator is the point person for implementation of these policies in Cass County, as a whole.

Minimum Necessary Policies

Cass County will make reasonable efforts to limit the use and disclosure of IIHI. Release will be to accomplish the intended purpose of the use or disclosure. In general, release policies do not apply in the following circumstances:

- Disclosures for treatment;
- Use or disclosures made to the individual subject of the data;
- Disclosures made to DHS, Office of Civil Rights;
- Use or disclosure as required by law or court order;
- Use or disclosure required for compliance with the privacy regulation.

For the appropriate uses, Cass County will provide access to IIHI only to those employees on a "need to know" basis. Employees will only be given information that the employee needs to have to accomplish a given function and only for proper administration of HIPAA. Cass County will limit the amount of IIHI disclosed to the amount reasonably necessary to achieve the purpose of the disclosure on a case-by-case basis. For appropriate uses, Cass County will release non-routine IIHI when it is determined that the request constitutes a valid request and IIHI to be disclosed will be limited to the amount reasonably necessary to accomplish the purpose of the disclosure.

Cass County may rely on a reasonable request as the minimum necessary for the stated purpose(s) when:

- The disclosure is to a public official as allowed in the social responsibility reporting found in § 45 CFR 164.512;
- The information is requested by another covered entity;
- The information is requested by an employee or business associate of Cass County;
- The disclosure is for research purposes and the County has documented a waiver approval as required by 45 CFR 164.512(1).

Access to Designated Record Set

Individuals have a right to access any protected health information that is used to make decisions about the individual subject of the data, including information used to make healthcare decisions or information used to determine whether a claim will be paid. The individual has a right to access their "designated record set." The right of access also applies to healthcare clearinghouses, healthcare providers that create or receive protected IIHI other than as a business associate of Cass County.

For Cass County's purposes, the following is defined as a "designated record set:"

- A group of records maintained by Cass County that is: a) the medical records and billing records about individuals; b) the enrollment, payment, claims adjudication and case management record systems maintained by Cass County; c) used, in whole or in part, by or for Cass County to make decisions about individuals.
- The term "record" means any item, collection, or grouping of information that includes protected IIHI data and is maintained, collected, used, or disseminated by the County.

Cass County will permit any individual to request access to inspect or copy the designated record set applicable to that individual for as long as it is maintained by Cass County, with the following exceptions:

- Psychotherapy notes;
- Information compiled in reasonable anticipation of a civil, criminal or administrative action or proceeding;
- Information held by clinical laboratories if access is prohibited by the Clinical Laboratory Improvements Amendment of 1988 (42 USC 263a);
- Any data that North Dakota State Law classifies as "confidential" or protected nonpublic.

Cass County will require that any individual requesting access to present that request in writing. This is in conformity with Cass County's basic data practices protocol. A Release of Information document must be completed.

Requests for access to IIHI will be handled by the Privacy Officer in the affected department or their designees. Requests should be sent to one of the following:

Cass County Finance Officer

211 9th Street South
Fargo ND 58103

Cass County Human Resources

211 9th Street South
Fargo ND 58103

Cass County Human Services

1010 2nd Avenue South
 Fargo ND 58103

If Cass County provides access to IIHI, it will act on the request within thirty (30) calendar days. One thirty (30) day extension will be allowed. Cass County will charge a reasonable, cost-based fee that will only include the cost of copying, postage, and preparation of an agreed upon summary or explanation of the IIHI.

If Cass County denies access to IIHI, Cass County will provide a timely, written denial that states the basis for the denial and the procedures for making a complaint to the County Administrator. The individual has a right to a review of the denial of access by the County Administrator who did not participate in the original decision to deny access. In some situations, the individual would have the right to review a denial by a designated licensed health professional who did not participate in the original decision. Those scenarios include, but are not limited to, the following:

- A licensed healthcare professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person.
- The protected IIHI makes reference to another person (unless such other person is a healthcare provider) and a licensed healthcare professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to such other person.
- The request for access is made by the individual's personal representative and a licensed healthcare professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the individual or another person.

Some information maintained by Cass County is not used to make healthcare decisions, such as management information systems that are used for quality control or peer review analysis. In accordance with the privacy regulations, Cass County is not required to grant an individual access to protected IIHI maintained in these types of information systems.

Cass County will provide upon request, a six (6) year accounting of disclosures made of the individual's IIHI, except for disclosures:

- To carry out treatment, payment or healthcare operations;
- To the individual data subject;
- To facility directories or to persons involved in the individual's care or other notification purposes [45 CFR 164.510(b)];
- For national security or intelligence purposes;
- To corrections officials or law enforcement personnel when the individual is in custody [45 CFR 164.512(k)(5)]; or
- Which were made before the compliance date.

In certain circumstances involving health oversight agencies or law enforcement agencies, Cass County may temporarily suspend the individual's right to receive an accounting of disclosures.

Cass County will permit an individual to request that Cass County amend IIHI. Cass County will require that the request be in writing and that a reason be stated for the amendment. Cass County will so inform any individual of this expectation. All requests to amend IIHI data should be sent to the County Administrator. Cass County will have up to sixty (60) calendar days to act on the request. One thirty (30) day extension is allowed. The subject of the data's written request will become a part of any case file maintained on the subject.

If Cass County decides to accept an amendment, Cass County will:

- Make the appropriate amendment to the protected IIHI or record that is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.
- Timely informing the individual that the amendment is accepted. Cass County will obtain agreement from the individual to allow Cass County to share the amendment with individuals or entities identified by the individual and Cass County.
- Make reasonable efforts to inform and provide the amendment within a reasonable time to: a) persons identified by the individual as having received protected IIHI about the individual and needing the amendment; and b) persons, including business associates that Cass County knows have the protected IIHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.

If Cass County denies all or a part of the requested amendment, Cass County will:

- Provide the individual with a timely, written denial. The denial will use plain language and contain: a) the basis for the denial; b) the individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement; c) a statement that, if the individual does not submit a statement of disagreement, the individual may request that Cass County provide the individual's request for amendment and the denial with any future disclosures of the protected IIHI that is the subject of the amendment; and d) a description of how the individual may complain to Cass County or to the Office of Civil Rights.
- Permit the individual to submit a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such agreement. Prepare a written rebuttal to the individual's statement of disagreement.
- Identify the record or protected IIHI in the designated record set that is the subject of the disputed amendment and append or otherwise link the individual's request for an amendment, Cass County's denial of the request, the individual's statement of disagreement, if any, and Cass County's rebuttal, if any, to the designated record set.

- If the individual has submitted a statement of disagreement, Cass County must include the material appended, or an accurate summary of any such information, with any subsequent disclosure of the protected IIHI to which the disagreement relates.

If Cass County is informed by another covered entity of an amendment to an individual's IIHI, Cass County will amend the protected IIHI in designated record sets. Amendments will be made in a reasonable time period, as expeditiously as possible.

Business Associate Relationships and Amending Business Associate Contracts or Agreements

A "business associate" is a person or entity who is not a member of Cass County's workforce and who performs a function for Cass County which requires it to use, disclose, create, or receive IIHI. Cass County may disclose IIHI to another entity if it receives satisfactory assurances, provided in a written contract, that the business associate will appropriately safeguard the IIHI. If Cass County and business associate are both governmental entities, a memorandum of agreement will provide satisfactory assurances.

The requirement for business associates does not apply to:

- Disclosures made to a provider for treatment;
- Disclosures made to a health-plan sponsor; and
- Use or disclosures by a health plan that is a government program providing public benefits, if eligibility for, or enrollment in, the health plan is determined by an agency other than the agency administering the health plan, or if the protected IIHI used to determine enrollment or eligibility in the health plan is collected by an agency other than the agency administering the health plan, and such activity is authorized by law, with respect to the collection and sharing of IIHI for the performance of such functions by the health plan and the agency other than the agency administering the health plan.

A contract or other written arrangement will provide satisfactory assurances to Cass County that the business associate will comply with HIPAA requirements necessary to protect the protected IIHI shared by Cass County. The contract or other written arrangement will establish permitted and required uses and disclosures and will also require the business associate to:

- Appropriately safeguard the IIHI;
- Report any misuse of IIHI;
- Secure satisfactory assurances from any subcontractor;
- Grant individuals access and ability to amend their IIHI;
- Make available an accounting of disclosures;
- Release applicable records to Cass County, if requested; and
- Upon termination, return or destroy all IIHI.

The contract or other written arrangement will authorize termination if the business associate violates its terms. If Cass County knows of a pattern of non-compliance with HIPAA by the business associates, Cass County realizes it will be found to be non-compliant unless Cass

County took reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful:

- Terminate the contract or arrangement, if feasible; or
- If termination is not feasible, report the problem to the Privacy Officer.

Verification Policies

Before disclosing IIHI, Cass County will verify the identity of the person requesting the IIHI and the authority of that person to have access. Cass County may rely on written statements if such reliance is reasonable. For public officials, Cass County may rely on an identification badge or a letter written on government letterhead. Cass County will treat a personal representative as the individual for purposes of the privacy regulations:

- A personal representative is someone who has, under applicable law, the authority to act on behalf of an individual in making decisions related to health care.
- Cass County will abide by special provisions for unemancipated minors, deceased individuals, and abuse-neglect and endangerment situations.

Cass County will accommodate all reasonable requests from individuals to receive communication of protected IIHI by alternative means or at an alternative location, provided the individual clearly states that disclosure of all or part of that information could endanger the individual.

Cass County will not retaliate against any person for exercising a right under the HIPAA privacy regulations, or for filing a complaint, participating in an investigation, or opposing any lawful act relating to the privacy regulations.

Cass County will reasonably safeguard protected IIHI from any intentional or unintentional use or disclosure that is in violation of the HIPAA privacy standards. Records stored in Cass County will be always kept secure, and IIHI will not be stored or kept in unsecured areas.

Training

Cass County will train all members of its workforce in the policies and procedures adopted by Cass County necessary to comply with the HIPAA privacy regulations. Department staff will receive initial training at the time of implementation of the privacy regulations. Additional training will be provided to each new member of Cass County's work force at the time of hire, and each member of the workforce whose functions are affected by a material change in the required policies or procedures.

Cass County will apply appropriate disciplinary sanctions to employees who fail to comply with Cass County's privacy policies or procedures or who fail to comply with the HIPAA privacy regulations.

Employee Acknowledgement Form

The employee handbook describes important information about my employment, and I understand that I should consult my Department Head regarding any questions not answered in the handbook. I have entered into my employment relationship voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the organization can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law, with the exception of Human Services, which is subject to the North Dakota Human Resources Department’s Administrative Rules.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to the policy of employment at-will. I acknowledge that the handbook is maintained on the Cass County website and that I have been shown how to view it and print it, if desired. Only the County Administrator or the Cass County Commission has the ability to adopt any revisions to the policies in this handbook. All such changes may be communicated through official notices, and I recognize that revised information may supersede, modify, or eliminate existing policies.

I understand a new Employee Acknowledgement Form may not be obtained for any subsequent changes. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received access to the handbook, and I understand that it is my responsibility to read and comply with the policies contained in the handbook and any revisions made to it.

Employee’s Signature

Date

Employee’s Name (typed or printed)

APPENDIX A

REQUIRED ALCOHOL AND CONTROLLED-SUBSTANCE TESTING OF EMPLOYEES IN SAFETY-SENSITIVE POSITIONS

In an effort to prevent injuries and deaths due to drug-or alcohol-impaired drivers operating commercial vehicles, the United States Congress enacted the Omnibus Transportation Employee Testing Act of 1991 (the ‘Act’). This federal law mandates drug and alcohol testing for certain classes of transportation employees.

All Cass County employees who, as a requirement of their job, operate vehicles classified as commercial and have a commercial driver’s license, are considered to be in “safety-sensitive positions” and are subject to the Act. Employees in the following job categories are subject to this policy:

Equipment Operators
Highway Foremen
Temporary employees operating commercial vehicles

This policy applies at all times when an employee is on duty, regardless of the task the employee is performing. Employees are subject to alcohol testing requirements only just prior to, just after, or when performing safety-sensitive functions. Provisions for disciplinary actions are based on the independent authority of the County.

Alcohol Prohibition

Employees must:

1. Test when requested.
2. Not use alcohol, in any form, on the job (including mouthwash or cough syrup containing alcohol).
3. Not have even one drink fewer than 4 hours before work duties begin.
4. Not work under the influence of alcohol.
5. Not remain on work duty with a breath-alcohol concentration (BAC) of .02 or greater.
6. Not use alcohol within 8 hours after an accident or until undergoing post-accident alcohol test.

The Act requires that covered employees be available to be tested for alcohol while on duty and just prior to, just after, or while performing a safety-sensitive function. Employees who refuse to be tested or to cooperate in testing, or who attempt to alter test results, are subject to termination procedures.

Controlled-Substance Prohibition

Employees must:

1. Test when requested.
2. Not use illegal controlled substances.
3. Not use prescription drugs containing controlled substances contrary to the physician's instructions.
4. Notify their supervisor if using a prescription containing a controlled substance. The driver must also provide documentation that use of the drug does not adversely affect the driver's ability to operate a commercial motor vehicle.

The Act requires that employees be available to be tested while on duty.

Employees who refuse to be tested or to cooperate in testing, or who attempt to alter test results are subject to termination procedures.

ALCOHOL AND CONTROLLED-SUBSTANCE TESTS

All applicants and employees who undergo County-mandated tests must be notified if the test result is positive.

The vendor will follow specific procedures if an alcohol-test result is positive. The procedures are required by federal guidelines and are intended to make sure that the test result is a true positive.

Tests required by the County, except for pre-employment tests and return-to-duty tests, are considered a duty assignment. Time for travel and time spent in providing the specimen at the collecting site will be with pay.

Definition of Positive Alcohol Test

Alcohol tests will be considered positive if the breath test indicates an alcohol presence of .04 or greater. If the test results are positive, the employee and supervisor will be notified before the employee leaves the test site.

If an alcohol test indicates an alcohol concentration of at least .02, but less than .04, the test is considered negative, but the driver will be taken out of service for 24 hours. The driver must use annual leave or leave without pay. Supervisor will explain the employee's options.

Testing Vendor Responsibilities in Alcohol Tests

If the initial test results are .02 or greater, the testing vendor will wait 15 minutes and then issue a retest or confirmation test. During the 15-minute waiting period before the confirmation test, the employee will be given a set of instructions (for example, no eating or drinking) that must be followed. If the employee does not follow these instructions, it may be considered an attempt to alter the tests results. The confirmation test result is used to make decisions about employment and treatment.

Definition of Positive Controlled-Substance Test

A test will be considered positive if controlled substance for which no legitimate explanation is determined by the medical review officer is found in the urine specimen.

Testing Vendor Responsibilities in Controlled-Substance Tests

Controlled-substance tests must use proper laboratory procedures.

If a test is positive, it will be reviewed by the physician serving as the testing vendor's medical review officer (MRO). The MRO will follow specific procedures required by the federal guidelines. These procedures are intended to make sure that the test result is a true positive. The MRO will call the employee who has tested positive, discuss what might have caused the test result to be positive, and make sure of the result before notifying the County. If the test remains positive, the employee may request, at his or her expense, that a second independent analysis be performed on the untested portion of the sample.

Pre-Employment Tests

New employees will be hired for safety-sensitive positions on the condition of a negative drug test (administered after being chosen but before starting safety-sensitive tasks) and a drug testing record from previous employers that shows no drug use for the previous two years or successful treatment followed by a lengthy nonuse time period.

County job announcements will say whether the position is safety-sensitive and requires pre-employment drug-testing.

Post-Accident Tests

Drivers are responsible for notifying the County of any vehicle accident.

1. In an accident resulting in a death, all County drivers working at the scene must undergo post-accident testing.
2. In an accident which does **not** result in a death, but in which the County driver is cited for a moving traffic violation, and (A) if the accident involved bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene, or (B) when one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver who is subject to post-accident testing shall remain readily available for 8 hours for such testing or may be deemed to have refused to submit to testing. Post-accident breath alcohol tests must be completed within eight hours of the accident or it should not be done. The drug test should be completed within 32 hours of the accident or it should not be done. Employees must be tested for alcohol within two hours and controlled substances within 32 hours after all accidents resulting in a death or where the driver is cited for a moving violation. If the alcohol test is not administered within two hours, the supervisor must file and maintain records stating why. If no alcohol test is administered within 8 hours of the accident, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

Employees must remain at work, but must not perform safety-sensitive functions, until the post-accident alcohol test is administered or 8 hours after the accident.

If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

Random Tests

A minimum number of alcohol tests, equal to 25 percent of the average number of County drivers covered under the Act, will be performed each year. The vendor will select drivers using a computerized random-selection program. Drivers selected will be tested only while the driver is on duty and just prior to, just after, and while performing a safety-sensitive function.

A minimum number of controlled-substance tests, equal to 50 percent of the average number of drivers, will be performed each year. Tests may be performed at any time the driver is on duty, regardless of the duties being performed at the time of testing.

Drivers may potentially be tested at any time, even if there is a recent previous test. Once a driver is notified of the testing, he or she must report immediately to the testing site.

Reasonable-Suspicion Tests

A driver must undergo alcohol or controlled-substance testing when his or her supervisor has reason to believe that the driver has used alcohol or controlled substances in violation of the Act or this policy. An alcohol test may be administered just prior, just after, or while the employee is performing a safety-sensitive function.

All supervisors will be given adequate training to make judgments about a reasonable suspicion of drug or alcohol use. The supervisor's judgment must be based on specific observations relating to appearance, behavior, speech, or body odors, including indications of the chronic and withdrawal effects of controlled substances. The supervisor must document the observations fully upon notifying the employee that testing is required. Supervisors will be trained regarding physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

If the alcohol test is not administered within two hours following the supervisor's observation, the supervisor must file and maintain records explaining the reason for the delay. If the alcohol test is not administered within eight hours following the supervisor's observation, no tests will be given, and the supervisor must file and maintain records explaining the reason for the delay and the lack of testing. Employees must remain at work, but must not perform safety-sensitive functions, until the reasonable suspicion test is administered or eight hours after the reasonable suspicion was determined.

If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

All employees, including non-supervisory employees, may call their supervisor or the testing vendor to ask any questions about the program, or to state their suspicions about another employee, including a supervisor. The caller must give his or her name, but the names will be kept confidential to the extent possible under the open records law.

Return-to-Duty Tests

If any test result is positive and the course of treatment recommended by a licensed addiction counselor has been completed, the driver must submit to return-to-duty alcohol or controlled substance tests prior to resuming duties.

The return-to-duty alcohol test must indicate a breath-alcohol concentration of less than .02. Controlled-substance test results must be negative.

Follow-up Tests

Unannounced follow-up tests are required for any driver who, after a positive test result, is determined by a licensed addiction counselor to need help with alcohol or controlled substance abuse.

Controlled Substance Test

| Results | Employee Status | Required Action |
|----------|--------------------------------|--|
| Positive | Applicant | Not hired |
| Positive | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |

Alcohol Test

| Results | Employee Status | Required Action |
|------------|--------------------------------|--|
| .02 - .039 | Employee Temporary Employee | Taken out of service for 24 hours without pay (may use annual leave if available); Subject to County discipline, up to and including termination |
| .04 - .99 | Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| .04 - .99 | Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; and terminated |
| .1+ | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; and terminated |

Other Prohibited Conduct & Required Action

| Prohibited Conduct | Employee Status | Required Action |
|---|--------------------------------|---|
| Refusing to be tested | Applicant | Not hired |
| Refusing to be tested | Employee Temporary Employee | Terminated |
| Reporting for duty fewer than 4 hours after having a drink | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| Unless the test is complete within 8 hours after reasonable suspicion occurrence or accident in which there was a fatality or citation for moving violation | Employee Temporary employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| Possessing or consuming alcohol, i.e. beverage as defined in Title V of the ND Century Code, on the job | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| Possessing or consuming cough syrup, mouthwash, or any other substance containing alcohol while on the job | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| Possessing or using a controlled substance without a prescription | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |
| Performing a safety sensitive function while using a prescription containing a controlled substance when a physician has not instructed the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle | Employee Temporary Employee | Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination |

Evaluation of Employees with Positive Test Results

Any employee who has a positive test result or engages in prohibited conduct as described in this policy will be referred to a licensed addiction counselor for an evaluation to determine what help is necessary. If a rehabilitation program is prescribed, the licensed addiction counselor will determine whether the driver has followed the program. All costs of employee assistance will be at the employee's expense.

If an employee receives a positive test result on an alcohol test, the licensed addiction counselor will recommend the frequency of follow-up testing, (However, if an employee receives a positive test result on a drug test, the MRO recommends follow-up testing.) Follow-up testing will consist of at least 6 unannounced tests in the first 12 months. These follow-up tests are in addition to any random tests that the employee might happen to be chosen for. No follow-up testing will be conducted more than 60 months after the driver's return to duty. However, potential random tests will continue to be administered for which the employee may be randomly selected.

Out-of-Service Request

All drivers are subject to call for emergency duties. However, if the driver has had even one drink in the four hours prior to the call or suspects that he or she may have a breath-alcohol concentration .02 or above, the driver must take himself or herself out of service. No disciplinary measures will be taken when the driver requests to take him or herself out of service. However, repeated work absences due to repeated out of service requests could result in a determination of unsatisfactory attendance and work performance.

Disciplinary Action

The charts above show the required action required for controlled-substance tests, alcohol tests, and prohibited conduct. Any employee who commits any of the acts where the required actions say 'terminated' will automatically lose employment with the County.

However, in order to determine the appropriate progressive disciplinary action, all other violations-such as situations where the employee will be evaluated and treated under a licensed addiction counselor will be evaluated based on their severity, the degree of danger to other employees and the general public, and the frequency of occurrence.

Self-Referral to a Licensed Addiction Counselor

All drivers who feel they have a problem with the use of alcohol or controlled substances may refer themselves for evaluation and any needed rehabilitation through a licensed addiction counselor. No employee will be subjected to disciplinary action for self-referral.

Supervisors' Responsibilities

Supervisors include:

- Foremen
- Superintendent
- Design and Construction Supervisor
- County Engineer

No County supervisor of employees in safety-sensitive positions will permit any driver to violate this policy. All supervisors must require reasonable-suspicion testing of any employee who would appear to be in violation of this policy. Failure to carry out supervisory duties under this policy will result in disciplinary action up to and including dismissal.

All responsible administrators and supervisors will receive the training necessary to perform their supervisory duties. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

All supervisors and administrators are bound by the rules of confidentiality. No information may be released except as provided in this policy or expressly authorized by 49 CFR 382.405. No administrator or supervisor responsible for implementing random testing may give any notice or information about upcoming test requirements. Any violation of these confidentiality requirements will result in disciplinary action up to and including termination.

Program Administration

The Association of Counties will be the County's coordinator for the program, responsible for implementing and overseeing the program. Duties will include managing the vendor contract, responding to inquiries from the U.S. Department of Transportation, and relaying information on positive test results directly from the vendor to the county contact personnel.

The County Engineer will be the local coordinator for the program. In the absence of the County Engineer, the Maintenance Superintendent will be responsible for relaying information on positive test results.

Required Records

The County, acting through any vendors providing services under this section, will maintain necessary records at the primary vendor's place of business. In all cases, information must be available at the County within 24 hours if requested by officials of the U.S. Department of Transportation responsible for the testing program.

Record retention schedule:

Retain for five years

1. Results of driver-alcohol tests indicating an alcohol concentration of .02 or greater
2. Results of positive controlled-substance tests
3. Documentation of refusals to submit to tests
4. Calibration documentation
5. Driver evaluation and referrals
6. Annual summary

Retain for two years

1. Records related to the alcohol and controlled-substance process.
2. Training.

Retain for one year

1. Records of negative and canceled controlled-substance test results and alcohol-test results with a concentration of less than .02.

Each year, the vendor will prepare an annual summary, in the format prescribed by the County, of the program results for previous calendar year. The summary will be retained 5 years.

All testing information about individual drivers is confidential and is not in the public domain and will be maintained in the same manner as other county medical records. Such information may not be released except as required by law or expressly authorized by 49 CFR 382.405.

County Requirements to Inquire with Previous Employers

The County must inquire with previous employers at the time of hiring someone to fill a safety-sensitive position. Applicants must sign a release of information allowing County officials to inquire with previous employers about the applicant's drug-testing history during the previous two years. Information that may be requested includes:

- Previous test dates
- Positive test results
- Refusals to test
- Evaluation and rehabilitation results

County Requirements to Inform Prospective Employers

If asked, and the proper release of information is provided, the County will disclose the following information to any potential future employers of drivers covered under the County's alcohol-and drug-testing programs:

- Results of any tests which a driver took
- Any referral for evaluation and rehabilitation
- The results of any such referral

County Requirements to Notify Employees About This Policy

New employees will be notified about this policy after they are hired but before they report to work with the County. They must sign off, indicating that they have read and understood the policy, before they begin work duties with the County.

METRO FLOOD DIVERSION AUTHORITY

| Schedule Budget Categories | Program Estimate At Completion (EAC) (2022\$) | Program Actual Cost thru July 2024 | Balance Remaining | FY 2024 Budget | FY2024 Actual Cost through July | Balance Remaining | DRAFT FY2025 Cash Budget Version 1 |
|---|---|------------------------------------|-------------------|----------------|---------------------------------|-------------------|------------------------------------|
| Channel / P3 | \$ 92,900,000 | \$ 61,714,791 | \$ 31,185,210 | \$ 14,528,000 | \$ 7,537,472 | \$ 6,990,528 | \$ 12,058,000 |
| Management, Legal, Financial, Procurement | \$ 92,900,000 | \$ 61,714,791 | \$ 31,185,210 | \$ 14,528,000 | \$ 7,537,472 | \$ 6,990,528 | \$ 12,058,000 |
| Milestone Payments to the Developer | \$ 867,046,760 | \$ 1,246,760 | \$ 865,800,000 | \$ 34,854,159 | \$ 1,182,755 | \$ 33,671,404 | \$ 232,000,000 |
| Payments to the Developer | \$ 867,046,760 | \$ 1,246,760 | \$ 865,800,000 | \$ 34,854,159 | \$ 1,182,755 | \$ 33,671,404 | \$ 232,000,000 |
| Other Mitigation / Construction | \$ 39,508,477 | \$ 36,223,829 | \$ 3,284,648 | \$ 800,000 | \$ 245,497 | \$ 554,503 | \$ - |
| WP-43 Oxbow-Hickson-Bakke | \$ 31,038,478 | \$ 28,500,842 | \$ 2,537,637 | \$ 800,000 | \$ - | \$ 800,000 | \$ - |
| WP-28 - Cass County Road 16 and 17 Bridge | \$ 1,900,000 | \$ 1,621,370 | \$ 278,630 | \$ - | \$ - | \$ - | \$ - |
| WP-26 Diversion Inlet | \$ 70,000 | \$ 65,026 | \$ 4,974 | \$ - | \$ - | \$ - | \$ - |
| WP-27 Red River - West Embankment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WP-29 Red River - East Embankment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WP-30 Wild Rice River Control Structure | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WP-31 I-29 Grade Raise | \$ 3,200,000 | \$ 2,856,265 | \$ 343,734 | \$ - | \$ - | \$ - | \$ - |
| WP-35 Red River Control Structure | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WP-50 Phase II Demo | \$ 3,300,000 | \$ 3,180,326 | \$ 119,674 | \$ - | \$ 245,497 | \$ (245,497) | \$ - |
| ND / MN River Stage 37' Projects | \$ 213,300,001 | \$ 167,762,968 | \$ 45,537,033 | \$ 28,700,000 | \$ 7,631,234 | \$ 21,068,766 | \$ 26,500,000 |
| WP-42 In-Town Levees | \$ 91,000,000 | \$ 90,479,952 | \$ 520,049 | \$ - | \$ - | \$ - | \$ - |
| Fargo- River Stage 37' Projects | \$ 107,300,000 | \$ 77,283,016 | \$ 30,016,984 | \$ 28,700,000 | \$ 7,631,234 | \$ 21,068,766 | \$ 26,500,000 |
| Clay County - River Stage 37' Projects | \$ 6,000,000 | \$ - | \$ 6,000,000 | \$ - | \$ - | \$ - | \$ - |
| Cass County - River stage 37' Projects | \$ 9,000,000 | \$ - | \$ 9,000,000 | \$ - | \$ - | \$ - | \$ - |
| Lands and Impacted Property Mitigation | \$ 571,700,000 | \$ 488,890,503 | \$ 82,809,497 | \$ 64,000,000 | \$ 52,036,536 | \$ 11,963,464 | \$ 49,237,500 |
| Management, Legal, Financial, Procurement | \$ 87,200,000 | \$ 48,496,954 | \$ 38,703,046 | \$ 7,250,000 | \$ 3,735,934 | \$ 3,514,066 | \$ 6,000,000 |
| Diversion Channel & Assoc. Infrastructure | \$ 100,622,664 | \$ 99,234,052 | \$ 1,388,613 | \$ 100,000 | \$ 111,387 | \$ (11,387) | \$ - |
| Southern Embankment & Assoc. Infrastructure | \$ 73,029,036 | \$ 66,828,298 | \$ 6,200,738 | \$ 14,050,000 | \$ 15,939,817 | \$ (1,889,817) | \$ 12,000,000 |
| Mitigation & Assoc. Infrastructure (OHB) | \$ 110,011,994 | \$ 108,418,293 | \$ 1,593,701 | \$ 100,000 | \$ 1,100,982 | \$ (1,000,982) | \$ 211,000 |
| WP-38 Upstream Staging | \$ 161,836,305 | \$ 127,890,249 | \$ 33,946,056 | \$ 42,500,000 | \$ 31,148,416 | \$ 11,351,584 | \$ 31,026,500 |
| In-Town Flood Protection | \$ 39,000,000 | \$ 38,022,658 | \$ 977,342 | \$ - | \$ - | \$ - | \$ - |
| Non-Construction Costs | \$ 267,430,000 | \$ 181,697,823 | \$ 85,732,177 | \$ 28,106,050 | \$ 16,042,497 | \$ 12,063,553 | \$ 26,696,000 |
| Engineering & Design Fees | \$ 98,500,000 | \$ 63,010,375 | \$ 35,489,625 | \$ 8,315,850 | \$ 4,692,548 | \$ 3,623,302 | \$ 8,930,000 |
| Management, Legal, Financial, Procurement | \$ 37,467,145 | \$ 24,176,186 | \$ 13,290,958 | \$ 7,550,000 | \$ 4,107,936 | \$ 3,442,064 | \$ 7,850,000 |
| Work-In-Kind Programs (WIK) Studies | \$ 17,130,931 | \$ 14,800,695 | \$ 2,330,236 | \$ 280,000 | \$ 147,727 | \$ 132,273 | \$ 675,000 |
| Indicative Design | \$ 7,185,225 | \$ 7,126,537 | \$ 58,688 | \$ - | \$ - | \$ - | \$ - |
| Land, Easements, ROW, Relocation & Disposal Areas | \$ 468,330 | \$ 456,330 | \$ 12,000 | \$ - | \$ - | \$ - | \$ - |
| Permitting | \$ 7,844,690 | \$ 5,198,806 | \$ 2,645,884 | \$ 35,850 | \$ 20,000 | \$ 15,850 | \$ 5,000 |
| Certification | \$ 2,050,000 | \$ - | \$ 2,050,000 | \$ - | \$ - | \$ - | \$ - |
| FMDA Detention Funding | \$ 3,000,000 | \$ 721,568 | \$ 2,278,432 | \$ - | \$ - | \$ - | \$ - |
| Other Mitigation Projects | \$ 23,353,680 | \$ 10,530,254 | \$ 12,823,426 | \$ 450,000 | \$ 416,884 | \$ 33,116 | \$ 400,000 |
| Prog. Management/Legal/Financial/Procurement | \$ 168,930,000 | \$ 118,687,448 | \$ 50,242,552 | \$ 19,790,200 | \$ 11,349,949 | \$ 8,440,251 | \$ 17,766,000 |
| Program Management Costs | \$ 103,231,668 | \$ 73,150,214 | \$ 30,081,453 | \$ 9,632,200 | \$ 6,460,429 | \$ 3,171,771 | \$ 8,176,000 |
| Diversion Authority Operations | \$ 11,468,333 | \$ 4,868,394 | \$ 6,599,939 | \$ 1,650,000 | \$ 898,260 | \$ 751,740 | \$ 1,650,000 |
| Program Financial Services | \$ 6,520,000 | \$ 3,512,791 | \$ 3,007,209 | \$ 165,000 | \$ 188,035 | \$ (23,035) | \$ 230,000 |
| DA Legal Services | \$ 23,850,000 | \$ 20,561,213 | \$ 3,288,787 | \$ 3,500,000 | \$ 2,387,576 | \$ 1,112,424 | \$ 3,000,000 |
| CCJWRD Legal Services | \$ 16,860,000 | \$ 11,199,568 | \$ 5,660,432 | \$ 3,900,000 | \$ 985,709 | \$ 2,914,291 | \$ 4,000,000 |
| Outreach Costs | \$ 7,000,000 | \$ 5,395,268 | \$ 1,604,732 | \$ 943,000 | \$ 429,941 | \$ 513,059 | \$ 710,000 |
| DA Construction Contingency | \$ 163,900,000 | \$ 4,078,870 | \$ 159,821,130 | \$ 5,040,841 | \$ 383,757 | \$ 4,657,084 | \$ 500,000 |
| System Wide Contingency and P3 Comp Events | \$ 17,600,000 | \$ - | \$ 17,600,000 | \$ - | \$ - | \$ - | \$ - |
| Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) | \$ 95,900,000 | \$ 3,840,954 | \$ 92,059,046 | \$ 145,841 | \$ 145,841 | \$ 1 | \$ - |
| Southern Embankment & Assoc. Infrastructure | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Mitigation Projects | \$ 2,000,000 | \$ - | \$ 2,000,000 | \$ - | \$ - | \$ - | \$ - |
| In-Town Flood Protection | \$ 6,800,000 | \$ 237,916 | \$ 6,562,084 | \$ 4,895,000 | \$ 237,916 | \$ 4,657,084 | \$ 500,000 |
| Land Acquisition | \$ 41,600,000 | \$ - | \$ 41,600,000 | \$ - | \$ - | \$ - | \$ - |
| 3rd Party MOU Mitigation | \$ 153,414,762 | \$ 72,558,600 | \$ 80,856,162 | \$ 32,920,677 | \$ 5,089,181 | \$ 27,831,496 | \$ 49,068,813 |
| Channel - Utility Relocations & Other Mitigations | \$ 30,100,000 | \$ 19,562,555 | \$ 10,537,445 | \$ - | \$ 851,649 | \$ (851,649) | \$ - |
| WP-40 Drayton Dam Mitigation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WP-41 Richland/Wilkin County JPA (During Construction) | \$ 36,000,000 | \$ 35,367,605 | \$ 632,395 | \$ - | \$ - | \$ - | \$ - |
| WP-46 SEAI / UMA Utility Relos | \$ 27,943,905 | \$ 11,469,515 | \$ 16,474,390 | \$ 10,112,722 | \$ 1,049,926 | \$ 9,062,796 | \$ 7,962,429 |
| WP-47 Contracted Utility Relocations | \$ 8,000,000 | \$ 2,219,219 | \$ 5,780,781 | \$ 4,140,525 | \$ 2,199,475 | \$ 1,941,050 | \$ 5,600,000 |
| WP-52 Township & City MOU Agreements | \$ 51,370,858 | \$ 3,939,706 | \$ 47,431,152 | \$ 18,667,430 | \$ 988,132 | \$ 17,679,298 | \$ 35,506,384 |
| Net Current Interest / Financing Fees Paid | \$ 75,700,000 | \$ 55,507,629 | \$ 20,192,370 | \$ 6,300,000 | \$ 5,461,886 | \$ - | \$ 6,500,000 |
| P3 Reserve Fund | \$ 16,100,000 | \$ - | \$ 16,100,000 | \$ - | \$ - | \$ - | \$ - |
| WIFIA/ SRF DSRA Funding | \$ 15,100,000 | \$ - | \$ 15,100,000 | \$ - | \$ - | \$ - | \$ - |
| DA Payment to USACE | \$ 70,700,000 | \$ 53,159,000 | \$ 17,541,000 | \$ - | \$ - | \$ - | \$ - |
| DA O&M (pre-SC) | \$ 14,900,000 | \$ 407,807 | \$ 14,492,193 | \$ 200,000 | \$ 84,119 | \$ 115,881 | \$ 325,000 |
| Debt Service Total | \$ 330,300,000 | \$ 2,687,363 | \$ 177,312,637 | \$ 864,000 | \$ 652,163 | \$ 211,837 | \$ 864,000 |
| Well Fargo Loan Repayment | \$ 150,300,000 | See Note Below | \$ - | \$ - | \$ - | \$ - | \$ - |
| Temporary Refunding Improvement Bonds Repayment | \$ 180,000,000 | \$ 2,687,363 | \$ 177,312,637 | \$ 864,000 | \$ 652,163 | \$ 211,837 | \$ 864,000 |
| A | | B | C | | | | |
| Grand Totals | \$ 2,892,000,000 | \$ 1,125,935,943 | \$ 1,615,764,057 | \$ 216,313,727 | \$ 96,347,098 | \$ 119,128,515 | \$ 403,749,313 |

A-B \$ 1,766,064,057
 C-(A-B) \$ (150,300,000) Wells Fargo Pay off using TRIBS Loan - thus no actual cost incurred

| Funding Sources | FY2025 Budget |
|---|----------------|
| Fargo Sales Tax | \$ 52,124,313 |
| Cass County Sales Tax | \$ 22,000,000 |
| Legacy | \$ 70,000,000 |
| SRF | \$ 15,000,000 |
| WIFIA Draws | \$ 232,000,000 |
| Reimbursements | \$ 25,000 |
| Lease/Rental Payments | \$ 500,000 |
| Asset Sales | \$ 1,000,000 |
| Investment Income | \$ 7,500,000 |
| Miscellaneous | \$ 100,000 |
| Draws from Horace Infrastructure Escrow account | \$ 1,500,000 |
| Draws from BRRWD Escrow account | \$ 2,000,000 |
| Total Sources | \$ 403,749,313 |
| Draft FY2025 Budget | \$ 403,749,313 |