

# Board Agenda

## Diversion Board of Authority

October 24, 2024 @ 1:00 p.m. CST

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

1. Call to Order
  - a. Roll Call of Members
2. Approve minutes from September 26, 2024  
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
  - a. Finance Report [Attachment 01.00] (Pg. 8)
  - b. Voucher Approval [Attachment 02.00] (Pg. 29)
  - c. MOUs and Agreements [Attachment 03.00] (Pg. 46)
    - i. Holy Cross Township MOU [Attachment 03.01] (Pg. 48)
  - d. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 78)
    - i. USACE – SE-3 Wet Utilities Relocation [Attachment 04.01] (Pg. 80)
    - ii. Schmidt & Sons, WP-38C TO 19, Amendment 0 [Attachment 04.02] (Pg. 88)
  - e. Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA  
[Attachment 05.00] (Pg. 90)
  - f. OIN 1080Y and OIN 1926 Sale of Excess Land Recommendation  
[Attachment 06.00] (Pg. 105)
  - g. OIN 837 Sale of Excess Land Recommendation [Attachment 07.00] (Pg. 119)
  - h. OIN 2185 Sale of Excess Land Recommendation [Attachment 08.00] (Pg. 127)

### **REGULAR AGENDA:**

5. Co-Executive Director Update
  - a. Compensation Study Update
6. General Counsel – No Update
7. Land Management Update
  - a. Property Acquisition Status Report (No Presentation – For Information Only)

- [Attachment 09.00] (Pg. 134)
  - b. RIMP Update  
[Attachment 10.00] (Pg. 140)
  - 8. Finance Update
  - 9. Project Updates (No Presentation – For Information Only)
    - a. USACE Project Update  
[Attachment 11.00] (Pg. 154)
    - b. SWDCAI Project Update  
[Attachment 12.00] (Pg. 156)
    - c. Project Safety Update  
[Attachment 13.00] (Pg. 158)
    - d. P3 Monthly Update  
[Attachment 14.00] (Pg. 159)
  - 10. MFDA Executive Director Finalist Interviews
    - a. 1:30 p.m. Jason Benson Interview [Attachment 15.00] (Pg. 187)
    - b. 2:30 p.m. Daniel Sundberg Interview [Attachment 16.00] (Pg. 188)
    - c. 3:30 p.m. Dennis Lambert Interview [Attachment 17.00] (Pg. 189)
    - d. 4:30 p.m. Omniview Report / Review Impression Sheets
    - e. 5:00 p.m. Discussion and Selection of Executive Director
  - 11. *(If needed)*  
***Closed executive session pursuant to N.D.C.C. § 40-04-19.1, subdivision 9, to provide negotiating instructions to the Co-Deputy Executive Directors and General Counsel regarding the terms and conditions of an employment agreement with the finalist to whom the board has determined to make an offer of employment for the position of Executive Director.***
  - 12. Other Business
  - 13. Next Meeting: November 21, 2024
  - 14. 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](http://www.TVFargo.com)
- View the Meeting on the City of Fargo’s Facebook or Twitter feed



# Metro Flood Diversion Authority Board of Authority Meeting Minutes

**3:30 PM – September 26, 2024**  
**City of Fargo Commission Chambers**

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on September 26, 2024. The following members were present: Shelly Carlson, Mayor, City of Moorhead; Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chad Peterson, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Kevin Campbell, Clay County Commissioner; Mary Scherling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Larry Seljevold, Moorhead City Council; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: no members were absent.

**1. CALL TO ORDER**

Mayor Carlson called the meeting to order at 3:31 PM. Roll call was taken, and a quorum was present.

**2. APPROVE MINUTES FROM THE AUGUST 22, 2024, MEETING**

**MOTION PASSED**

Mrs. Scherling moved to approve the minutes from the August 22, 2024, meeting and Ms. Kolpack seconded the motion. On a voice vote, the motion carried.

**3. APPROVE ORDER OF THE AGENDA**

**MOTION PASSED**

Mr. Grindberg moved to approve the order of the agenda, amending it to remove item 4.c.i., from the Consent Agenda and placing it under item 10., finance update. Mayor Mahoney seconded the motion and on a voice vote, the motion carried.

**4. APPROVE THE CONSENT AGENDA**

**MOTION PASSED**

Mayor Mahoney moved to approve the Consent Agenda as amended and Ms. Kolpack seconded the motion. On a roll call vote, the motion carried.

**5. CO-EXECUTIVE DIRECTOR'S UPDATE**

**a. MFDA Executive Director Search Update**

Mr. Wilson reported that six candidates will be interviewed for the executive director position, virtually, on October 4, in an executive session of the Planning Committee. Upon conclusion of the interviews, the Planning Committee will return to an open public meeting to identify three finalists.

The three finalists will be interviewed in person by the full Board on October 18, with the finalist being appointed at the October 24 Board meeting.

**b. MFDA Governance Policies**

Mr. Redlinger provided an update on the changes to the Governance Policies as a result of the July 19 Board of Authority workshop. The proposed changes were approved by the Planning Committee and upon approval by the Board, the updated document will be distributed.

**MOTION PASSED**

**Mr. Steen moved to approve the Governance Policies as updated, and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.**

**6. General Counsel Update**

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

Mr. Shockley provided a summary of the above-referenced MOU.

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 that direction.

**MOTION PASSED**

**Mr. Steen moved to approve the MOU as written and revisit it for a potential amendment upon completion of the salary survey, steps, etc. Mayor Mahoney seconded the motion and on a roll call vote, the motion carried.**

**b. Resolution Requesting that Clay County Acquired Road Right of Way for SE-4**

Mr. Shockley provided an overview and summary of the above-referenced resolution and the need for its implementation.

**MOTION PASSED**

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

**c. Resolution Requesting that Cass County Acquire Road Rights of Way for SE-2B and SE-3**

Mr. Shockley provided an overview and summary of the above-referenced resolution and the need for its implementation.

**MOTION PASSED**

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

**d. Resolution Amending the Appointment of Members to the MFDA Committees and Board**

Mr. Shockley provided an overview and summary of the above-referenced resolution and the need for its implementation.

**MOTION PASSED**

**Mr. Grindberg moved to approve the resolution as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.**

**e. Novel Energy Solutions General Release Letter Amendment**

Mr. Shockley provided an overview and summary of the above-referenced general release letter amendment. There were no modifications to the amendment but rather updating the document to reflect a current date.

**MOTION PASSED**

**Mayor Dardis moved to approve the general release letter amendment as presented and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.**



**f. Release and Liability Waiver for Volunteer Services Related to the Project**

Mr. Shockley provided an overview and summary of the above-referenced release and liability waiver and the need for its implementation.

**MOTION PASSED**

**Ms. Kolpack to approve the liability waiver as presented and Mrs. Scherling seconded the motion. On a roll call vote, the motion carried.**

**7. CONSTRUCTION PROJECT UPDATES**

**a. USACE Project Update**

After a brief message from Colonel Swenson, Ms. Williams provided the following USACE update:

**1 Diversion Inlet Structure (DIS) – Construction**

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

**2 Wild Rice River Structure (WRRS) – Construction**

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

**3 I-29 Raise – Construction**

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 99% complete. Final inspection held 3 January 2024; turf establishment inspection held 29 August. Preparation of O&M documents and turnover is ongoing.

**4 Red River Structure (RRS) - Construction**

Structure includes 3-50 ft. wide Tainter gates. Construction is 63% complete. Construction completion date is 19 March 2026. 400,000 cy of embankment material continues to be hauled across the Red River for use in east embankment. Tainter gate #2 is being assembled on site.

**5 Drain 27 Wetland Mitigation Project Plantings - Construction**

Native plantings 5-year contract awarded 17 May 2023. Completion date for wetland establishment is 1 December 2027.

**6 Drayton Dam Mitigation Project Design - Construction**

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Turf and willow planting and road repairs being made due to flooding. Dedication ceremony held on site Wednesday, 25 September 2024.

**7 Southern Embankment – Reach SE-2A - Construction**

Construction is 69% complete. Contractor mobilization to complete work is ongoing. Scheduled completion date is 13 October 2024.

**8 FY2024 Contract Awards:**

OHB Ring Levee: Awarded 22 February and is 11% complete. Inspection trench, earthwork and storm sewer activities ongoing. Contract completion date is 31 August 2025.

Reach SE-1B: Awarded 27 February and is 23% complete. Stripping, hauling, road subgrade and box culvert work ongoing. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 7% complete. Stripping, inspection trench, embankment placement ongoing. Contract completion date is 30 October 2025.

Forest Mitigation: Contractor’s schedule for getting back to work pending.

Reach SE-4: Contract awarded 28 May 2024 to PWS, Inc., Brooklyn Park, MN. Contract completion date is 3 June 2026.

**9 Southern Embankment Design: Remaining Reaches:**

SE-3: Final reviews underway ..... Contract award: January 2025

SE-5: final reviews underway..... Contract award: January 2025

**b. SWDCAI Project Update**

Mr. Bakkegard provided an update of the construction map that shows current work in progress, 30 and 60 day projected progress:

**New Features Under Construction**

- Channel Reach 11
- Channel Reach 12

**30 to 60-Day Outlook**

- Drain 21C Inlet
- Drain 50 Inlet
- SE-4

**Miscellaneous Highlights**

- Channel Excavation
- Channel Reaches 1, 2, & 3
- I-29/BNSF Hillsboro/CR-81
- I-94

**c. Project Safety Update**

Mr. Bakkegard provided the safety update for the period August 1, 2024, to August 31, 2024, and reported that there was one recordable event where the individual went to the emergency room for treatment and observation; a CT scan was conducted, and the individual was released back to work.

**d. Drone Footage Video**

A drone video highlighting the progress that has been achieved since August 2024 was viewed.

**8. COMMUNICATIONS UPDATE**

Ms. Willson provided the following Communications update:

**Event Facilitation:**

- FM Realtors Group presentation
- Red River Basin Commission meeting
- Water Topics Overview Committee tour

**Outreach Products**

**Faces of the Diversion:** Jon Norstog and Cole Peterson, P3 lands

**Media Relations:**

- August Construction Update release
- Q&A: Hunting and Recreation Opportunities on FM Area Diversion Land

**9. LAND MANAGEMENT UPDATE**

**a. Property Acquisition Status Report**

Ms. Smith provided the following property acquisition status report:

- 97.0% completion in the Construction Footprint
- 53.6% completion in the UMA Footprint
- 91.1% of the parcels in the Southern Embankment have been acquired
- 53.6% of the parcels in the Upstream Mitigation Area have been acquired
- 75.5% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

**Key Activities:**

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed on 5 parcels / 5 owners
- Continuing the process of disposing of Excess Lands
  - 28 parcels / 313.37 acres have been approved as Excess Lands
    - 10 parcels / 188.66 acres are moving through the Policy
    - 18 parcels / 124.71 acres have been sold or pending closing
- For Minnesota properties, vacate dates for owners of occupied structures
  - Deadline in Clay County = April 1st, 2025
  - Deadline in Wilkin County = June 1st, 2025

**10. FINANCE UPDATE**

**Finance Report**

Mayor Dardis reported that the bills payable through September 18, 2024, totaled \$8,860,276, and the grand total net position is \$285,046,327. All the contracting actions that were presented were approved.

Mayor Dardis also reported that the preliminary “draft” 2025 cash budget was presented, reflecting a significant increase from 2024 due to the anticipated milestone payments in 2025. Updates will be presented in coming months for final approval in December. Mayor Dardis also noted that the net cash position of \$285,046,327 is not included in the funding sources and needs to be addressed as to how these dollars are applied in relation to the 2025 cash budget.

**Clay County 37-Foot MOU**

Mr. Grindberg addressed the efforts in obtaining funding from our Minnesota constituents. Mr. Campbell stated that per the JPA, any Minnesota related projects require funding from the State of Minnesota. The JPA also states that the City of Moorhead and Clay County will actively pursue funding from the State of Minnesota. The 37-foot work can be delayed for now to allow the City of Moorhead and Clay County more time to address the funding needs with St. Paul.

**MOTION PASSED**

**Mr. Grindberg moved to approve the MOU and delay the Clay County 37-foot work and revisit it after an update from the Minnesota legislative session in July 2025. Mr. Campbell seconded the motion and on a roll call vote, the motion carried.**

**11. OTHER BUSINESS**

**a. P3 Monthly Update**

Mr. Barthel presented the monthly P3 update. The intent of update is to provide a progress report on the overall project status. Please provide any input or additional areas to be addressed to Mr. Barthel.

**b. Requests made by Mr. Grindberg**

Mr. Grindberg requested the following items to be discussed at the October meeting:

- 1) A list of all active contracts by contractor and scope, and the amount being paid. Further discussion will be held in November, addressing the needs in 2025 with the project being 50% complete.
- 2) A refresher update on the ND sales taxes and the tax being used for the project. Mayor Dardis has volunteered to facilitate the discussion.

**12. NEXT MEETING**

The next meeting will be October 24, 2024.

**13. ADJOURNMENT**

Mr. Peterson moved to adjourn, and Mr. Ebinger seconded the motion. The meeting adjourned at 4:47 PM.



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$407,912,774.76	\$407,912,774.76	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$153,344,991.12	\$124,379,986.26	\$28,965,004.86	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$94,554,195.48	\$75,607,231.33	\$18,946,964.15	Engineering Services
INDUSTRIAL BUILDERS INC	\$64,961,223.87	\$64,961,223.87	\$0.00	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$53,183,800.00	\$53,183,800.00	\$0.00	Local Share
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$43,155,820.00	\$43,155,820.00	\$0.00	Debt Service
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
KEY CONTRACTING INC	\$25,055,562.94	\$25,055,562.94	\$0.00	FM1413 - Oakcreek and Copperfield Court Levee
OHNSTAD TWICHELL PC	\$24,514,849.40	\$24,514,849.40	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$15,983,798.75	\$13,276,400.82	\$2,707,397.93	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$12,313,134.64	\$12,313,134.64	\$0.00	Legal Services
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
DAKOTA UNDERGROUND	\$11,141,625.69	\$11,141,625.69	\$0.00	Utility Relocation
LANDSCAPES UNLIMITED	\$11,007,612.78	\$11,007,612.78	\$0.00	Golf Course Construction - Oxbow Country Club
OKEEFE, OBRIAN, LYSON & FOSS LTD	\$9,962,512.68	\$9,962,512.68	\$0.00	FLDBUY - COF Flood Home Buyouts
CITY OF FARGO	\$8,002,453.54	\$7,996,814.79	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$7,677,216.16	\$6,545,897.69	\$1,131,318.47	Engineering Services
CASS RURAL WATER	\$6,996,476.85	\$6,939,130.53	\$57,346.32	Utilities and Utility Relocation
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,335,117.00	\$3,414,463.66	\$2,920,653.34	Engineering Services
HOUSTON ENGINEERING INC	\$6,161,265.99	\$6,161,265.99	\$0.00	Engineering Services
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,884,100.74	\$5,867,251.62	\$16,849.12	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,017,370.30	\$359,629.70	P3 Financial Advisory Services
RED RIVER VALLEY ALLIANCE LLC	\$5,087,713.86	\$5,087,713.86	\$0.00	P3 Developer payments
CASS COUNTY GOVERNMENT	\$5,080,084.00	\$5,080,084.00	\$0.00	Gravel on County Rd 17 Bypass

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
BRAUN INTERTEC CORP	\$4,904,648.26	\$2,359,659.01	\$2,544,989.25	Materials Testing
SELLIN BROS INC	\$4,489,696.99	\$3,507,321.79	\$982,375.20	Riverwood Flood Risk Project - Construction
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,512,835.83	\$361,072.83	Land Acquisition Services
CENTURYLINK COMMUNICATIONS	\$3,743,605.33	\$3,605,328.31	\$138,277.02	Utility Relocation
RILEY BROS	\$3,656,841.67	\$3,656,841.67	\$0.00	Construction - OHB Ring Levee & WP-28A
MAGELLAN PIPELINE	\$3,607,000.00	\$2,852,375.85	\$754,624.15	Utility Relocation
RED RIVER VALLEY & WESTERN RAILROAD C	\$3,589,388.46	\$3,589,388.46	\$0.00	Railroad Facilities and the Rail Property
BNSF RAILWAY CO	\$3,585,747.80	\$3,585,747.80	\$0.00	Permits for In-Town Levee Projects
CASS COUNTY ELECTRIC COOPERATIVE	\$3,565,305.07	\$2,614,007.51	\$951,297.56	Electrical Services
SCHMIDT AND SONS INC.	\$3,444,352.93	\$3,444,352.93	\$0.00	Residential Demolition in Oxbow
CHS INC.	\$3,049,153.37	\$3,049,153.37	\$0.00	Purchase Agreement (DB-1011)
PLENARY AMERICAS USA LTD	\$3,000,000.00	\$3,000,000.00	\$0.00	Stipend Payment for P3 RFP
CROWN APPRAISALS	\$2,868,730.00	\$2,281,030.00	\$587,700.00	Flowage Easements Valuation and Appraisal Services
CASS COUNTY JOINT WATER RESOURCE DI	\$2,706,287.08	\$2,706,287.08	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
HDR ENGINEERING, INC.	\$2,574,791.12	\$1,977,716.43	\$597,074.69	Engineering Services
PROGRAM ADVISOR SERVICES, LLC	\$2,510,982.87	\$2,367,663.90	\$143,318.97	Program Consulting Services
AON RISK SERVICES CENTRAL INC	\$2,418,693.41	\$2,339,756.91	\$78,936.50	Risk Advisory Services P3 Pre-Award
OXBOW, CITY OF	\$2,383,317.16	\$2,383,317.16	\$0.00	OXBOW MOU - LAND ADVANCE
LANDWEHR CONSTRUCTION INC	\$2,304,622.16	\$2,304,622.16	\$0.00	In-Town and WP-43 Demolition Contracts
EXCAVATING INC - FARGO	\$2,209,031.84	\$2,209,031.84	\$0.00	Excavation and Utilities
ACONEX (NORTH AMERICA) INC	\$2,194,655.43	\$1,885,635.99	\$309,019.44	Electronic Data Mgmt and Record Storage System
HOUGH INC	\$2,088,832.83	\$2,088,832.83	\$0.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
AECOM	\$1,585,102.78	\$1,115,667.42	\$469,435.36	Cultural Resources Investigations
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,493,262.09	\$46,775.00	Land Acquisition Services

Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

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	\$1,473,146.70	\$1,473,146.70	\$0.00	Flood Mitigation - Royal Oaks Area - Construction
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,332,840.00	\$681,080.00	\$651,760.00	Water Level Discharge Collection & Stage Gage Installation
XCEL ENERGY-FARGO	\$1,314,125.99	\$1,314,125.99	\$0.00	Utility Relocation
MINNKOTA POWER COOPERATIVE	\$1,259,046.85	\$718,371.90	\$540,674.95	Utility Relocation
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
CONSOLIDATED COMMUNICATIONS	\$1,083,958.57	\$1,083,958.57	\$0.00	Utility Relocation
LARKIN HOFFMAN ATTORNEYS	\$1,029,660.41	\$1,029,660.41	\$0.00	Legal Services
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
CITY OF HORACE	\$990,496.15	\$990,496.15	\$0.00	Infrastructure Fund
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$887,718.41	\$887,718.41	\$0.00	Materials Testing
SBA COMMUNICATIONS	\$851,648.91	\$851,648.91	\$0.00	Utility Relocation
BANK OF NORTH DAKOTA	\$831,519.80	\$831,519.80	\$0.00	Legal review fees
SPRINT COMMUNICATIONS COMPANY L.P.	\$812,034.58	\$812,034.58	\$0.00	Fiber Optic Relocation
COMPASS LAND CONSULTANTS, INC	\$804,820.00	\$643,189.43	\$161,630.57	Property Appraisal Services
UNITED STATES ENVIRONMENTAL PROTECTI	\$767,386.35	\$767,386.35	\$0.00	WIFIA LOAN APPLCATION FEE
BORDER STATES PAVING, INC	\$762,980.64	\$762,980.64	\$0.00	Street repairs
CC STEEL, LLC	\$755,550.09	\$755,550.09	\$0.00	Lift Station Improvements
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
PATCHIN MESSNER VALUATION COUNSELOR	\$687,462.50	\$490,383.75	\$197,078.75	Property Appraisal Services
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NEON LOON COMMUNICATIONS, LLC	\$636,719.00	\$420,815.28	\$215,903.72	Communications Support
CLAY COUNTY AUDITOR	\$625,224.50	\$625,224.50	\$0.00	Property Taxes - MN
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$579,003.36	\$27,141.64	Ag Risk Study Services

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*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
LTP ENTERPRISES INC.	\$595,512.00	\$348,142.00	\$247,370.00	Test Holes and Test Well Drilling
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
C THREE MEDIA, LLC	\$541,275.02	\$409,504.15	\$131,770.87	Videography Services
LINNCO, INC.	\$534,003.11	\$534,003.11	\$0.00	House Demo and Removal
MIDCONTINENT COMMUNICATIONS	\$531,170.41	\$531,170.41	\$0.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA CO.	\$491,334.67	\$491,334.67	\$0.00	General Landscaping and Planting (WP-42G)
RED RIVER VALLEY COOPERATIVE ASSOC	\$485,205.72	\$468,361.85	\$16,843.87	Electricity - Home Buyouts
JT LAWN SERVICE LLC	\$479,693.50	\$336,716.00	\$142,977.50	Mowing and weed control
BUFFALO-RED RIVER WATERSHED DISTRICT	\$475,413.32	\$475,413.32	\$0.00	Retention Projects - Engineering Services
RICK ELECTRIC INC	\$455,200.00	\$455,200.00	\$0.00	Riverwood Flood Risk Project - Electrical
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
ANKURA CONSULTING GROUP LLC	\$420,624.34	\$420,624.34	\$0.00	Scheduling Services
WATTS AND ASSOCIATES, INC.	\$410,000.00	\$401,186.98	\$8,813.02	Crop insurance product development services
BEAVER CREEK ARCHAEOLOGY	\$396,970.25	\$369,370.25	\$27,600.00	Engineering Services
MOODYS INVESTORS SERVICE, INC.	\$382,375.00	\$382,375.00	\$0.00	WIFIA loan fees
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
MVM CONTRACTING	\$339,448.03	\$339,448.03	\$0.00	Fiber Relocation
SWANSON HEALTH PRODUCTS, INC.	\$337,059.00	\$337,059.00	\$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27
INTEGRA REALTY RESOURCES	\$320,750.00	\$260,725.00	\$60,025.00	Property Appraisal Services
DFI BRIDGE CORPORATION	\$316,211.21	\$316,211.21	\$0.00	Bridge Construction - Oxbow Country Club
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
DIRT DYNAMICS	\$301,332.37	\$301,332.37	\$0.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
GARY KILLEBREW	\$279,500.00	\$279,500.00	\$0.00	Project Manager Services - Oxbow Country Club
TURMAN & LANG	\$277,139.55	\$277,139.55	\$0.00	Legal Services
JR FERCHE INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements



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*Cumulative Vendor Payments Since Inception (Paid Only)*

<b>Vendor Name</b>	<b>Approved Contract/Invoiced Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$4,239.38	\$250,760.62	Financial Dispute Resolution Board
PLEASANT TOWNSHIP	\$249,674.79	\$249,674.79	\$0.00	Building Permit Application
FORUM COMMUNICATIONS	\$249,597.90	\$249,597.90	\$0.00	Advertising Services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
TINJUM APPRAISAL COMPANY, INC.	\$240,600.00	\$112,100.00	\$128,500.00	Property Appraisal Services
NORTHERN IMPROVEMENT COMPANY	\$235,531.95	\$235,531.95	\$0.00	CR-17 asphalt paving
DAWSON INSURANCE AGENCY	\$232,155.45	\$232,155.45	\$0.00	Property Insurance - Home Buyouts
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
APEX ENGINEERING GROUP INC	\$227,256.79	\$227,256.79	\$0.00	Engineering
WILLIAM D. SCEPANIAC, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
KLJ ENGINEERING, LLC	\$214,861.40	\$214,861.40	\$0.00	Lift Station Improvements
GA GROUP, PC	\$204,229.32	\$192,229.32	\$12,000.00	Government Relations
AMERICAN ENTERPRISES, INC.	\$200,281.00	\$200,281.00	\$0.00	Construction/Demolition
CITY OF OXBOW MOU	\$200,000.00	\$200,000.00	\$0.00	Oxbow Park Relocation MOU Amendment
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
SERKLAND LAW FIRM	\$189,803.71	\$189,803.71	\$0.00	Legal services
FUSION AUTOMATION INC.	\$186,547.93	\$186,547.93	\$0.00	Electrical
MAPLETON, CITY OF	\$179,605.00	\$87,870.22	\$91,734.78	Prelim Engineering Services
SPRINGSTED INCORPORATED	\$178,010.15	\$178,010.15	\$0.00	Financial Advisor
KADRMAS LEE & JACKSON, INC.	\$176,164.00	\$176,164.00	\$0.00	Engineering Services
MUNICIPAL AIRPORT AUTHORITY	\$166,981.00	\$166,981.00	\$0.00	Easement for Airport
SOIL BORINGS	\$166,232.50	\$166,232.50	\$0.00	Soil Borings
RED RIVER COMMUNICATIONS	\$160,943.20	\$0.00	\$160,943.20	Fiber Relocation
LANDVEST, INC.	\$160,000.00	\$0.00	\$160,000.00	Appraisal services
PFM PUBLIC FINANCIAL MANAGEMENT	\$146,460.00	\$146,460.00	\$0.00	Financial Advisor



Data Through Date: 27 September 2024

*Cumulative Vendor Payments Since Inception (Paid Only)*

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
S&P GLOBAL RATINGS	\$145,625.00	\$145,625.00	\$0.00	Ratings Evaluation Service
DAILY NEWS	\$143,075.16	\$143,075.16	\$0.00	Advertising Services
CHAPMAN AND CUTLER	\$140,000.00	\$140,000.00	\$0.00	Legal Services
EIDE BAILLY LLP	\$139,270.75	\$128,772.00	\$10,498.75	Audit Services
QUANTUM SPATIAL, INC.	\$139,061.35	\$139,061.35	\$0.00	Digital Aerial Photography
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
MARCO TECHNOLOGIES	\$125,554.72	\$90,385.37	\$35,169.35	IT Services
BALLARD SPAHR	\$121,500.00	\$121,500.00	\$0.00	Fiscal Agent
SENTRY SECURITY, INC.	\$121,212.85	\$121,212.85	\$0.00	Security Services
AFFINITEXT INC	\$118,630.00	\$74,413.20	\$44,216.80	Document Management Services
ENVENTIS	\$115,685.62	\$115,685.62	\$0.00	Utility Relocation
GE BOCK REAL ESTATE, LLC	\$112,590.00	\$112,590.00	\$0.00	Property Appraisal Services
OXBOW COUNTRY CLUB	\$110,391.68	\$110,391.68	\$0.00	Golf Course - Oxbow
JORGE PAGAN	\$109,500.00	\$109,500.00	\$0.00	Appraisal services
MAPLETON TOWNSHIP	\$108,030.00	\$108,030.00	\$0.00	Lost tax revenue and attorney fees
DAVID CLARDY	\$105,215.05	\$105,215.05	\$0.00	Home buyouts - easement

151 Vendors

Report Totals:

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

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

**\$66,418,186.20**

## METRO FLOOD DIVERSION AUTHORITY

15 October 2024

Data Through Date: 27 September 2024

## Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
<b>BIOGEO</b>	<b>431</b>	<b>262</b>	<b>132</b>	<b>91%</b>	<b>37</b>	<b>\$1,515,551</b>
BIOGEO	300	262	1	88%	37	\$742,116
HC	131	0	131	100%	0	\$773,435
<b>CHANNEL</b>	<b>719</b>	<b>483</b>	<b>235</b>	<b>100%</b>	<b>1</b>	<b>\$99,121,404</b>
ENV	1	0	0	0%	1	\$0
HC	269	34	235	100%	0	\$3,561,966
LAP01	115	115	0	100%	0	\$7,872,311
LAP02	95	95	0	100%	0	\$13,522,797
LAP03	81	81	0	100%	0	\$23,021,827
LEGACY	157	157	0	100%	0	\$51,141,254
SheyMit	1	1	0	100%	0	\$1,250
<b>DOWNSTREAM</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>100%</b>	<b>0</b>	<b>\$0</b>
HC	7	0	7	100%	0	\$0
<b>Habitat Improvem</b>	<b>23</b>	<b>6</b>	<b>0</b>	<b>26%</b>	<b>17</b>	<b>\$2,000</b>
ENV	5	5	0	100%	0	\$0
Habitat_Shey	11	1	0	9%	10	\$2,000
HC	7	0	0	0%	7	\$0
<b>MOBILITY</b>	<b>123</b>	<b>0</b>	<b>1</b>	<b>1%</b>	<b>122</b>	<b>\$0</b>
DA_MOB37_MN	51	0	0	0%	51	\$0
DA_MOB37_ND	19	0	0	0%	19	\$0
DA_MOB38TH	52	0	0	0%	52	\$0
HC	1	0	1	100%	0	\$0
<b>SEAILAND</b>	<b>529</b>	<b>471</b>	<b>53</b>	<b>99%</b>	<b>5</b>	<b>\$101,727,941</b>
DRAIN 27	41	41	0	100%	0	\$22,734,106
HC	60	7	53	100%	0	\$458,806
LEGACY	136	136	0	100%	0	\$23,231,467
SE_I29	11	11	0	100%	0	\$6,072,658
SE-1	20	20	0	100%	0	\$6,259,028
SE-1B	6	6	0	100%	0	\$0
SE-2A	11	11	0	100%	0	\$3,968,287
SE-2B	84	84	0	100%	0	\$13,697,586
SE-3	12	8	0	67%	4	\$1,009,802
SE-4	70	69	0	99%	1	\$11,445,809
SE-5	24	24	0	100%	0	\$1,406,309
SE-INLET	7	7	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$8,053,018
SE-WRCS	10	10	0	100%	0	\$438,958

Data Through Date: 27 September 2024

## Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
<b>Sheyenne Mitigatio</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>33%</b>	<b>2</b>	<b>\$1,750</b>
SheyMit	3	1	0	33%	2	\$1,750
<b>WP36</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>100%</b>	<b>0</b>	<b>\$2,750</b>
WRDAM	2	2	0	100%	0	\$2,750
<b>WP38</b>	<b>1,045</b>	<b>375</b>	<b>376</b>	<b>72%</b>	<b>294</b>	<b>\$109,870,173</b>
HC	379	3	376	100%	0	\$1,283,123
LEGACY	4	4	0	100%	0	\$193,142
UMA	576	367	0	64%	209	\$108,376,754
UMA-C	59	0	0	0%	59	\$0
UMA-W	14	1	0	7%	13	\$17,153
UMA-W2	13	0	0	0%	13	\$0
<b>WP40</b>	<b>18</b>	<b>8</b>	<b>10</b>	<b>100%</b>	<b>0</b>	<b>\$48,923</b>
DRAYTON	7	7	0	100%	0	\$48,923
HC	10	0	10	100%	0	\$0
LEGACY	1	1	0	100%	0	\$0
<b>WP42</b>	<b>66</b>	<b>49</b>	<b>4</b>	<b>80%</b>	<b>13</b>	<b>\$37,850,061</b>
HC	4	0	4	100%	0	\$0
LEGACY	6	6	0	100%	0	\$18,014,935
WP42	56	43	0	77%	13	\$19,835,126
<b>WP43</b>	<b>267</b>	<b>121</b>	<b>146</b>	<b>100%</b>	<b>0</b>	<b>\$80,370,769</b>
Non-OIN Hard Land Cost	0	0	0	0%	0	\$22,598,547
HC	147	1	146	100%	0	\$500
LEGACY	6	6	0	100%	0	\$3,589,519
WP43A	1	1	0	100%	0	\$0
WP43B	11	11	0	100%	0	\$2,505,237
WP43C	74	74	0	100%	0	\$45,142,769
WP43D	14	14	0	100%	0	\$5,271,226
WP43D5	5	5	0	100%	0	\$1,175,055
WP43G	9	9	0	100%	0	\$87,915
<b>Totals</b>	<b>3,233</b>	<b>1,778</b>	<b>964</b>	<b>85%</b>	<b>491</b>	<b>\$430,511,322</b>

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

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

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Land Purchases</b>		182,733,670.72	-	2,563,701.41	(9,489,354.11)	175,835,018.02
5515 174th St SE. Christine, ND Section 12-136N-49W, Richland County, ND	2/29/2024	962,175.56				
Part of SW1/4 29-137-48 Clay County MN	2/8/2024	221,165.40				
Part of the SW 1/4 SE1/4 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				
NE1/4 Section 12, Pleasant Township, Cass County, ND	5/2/2024	1,082,367.99				
Government Lot One, of Section Thirteen, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situated in the County of Clay and the State of Minnesota	5/30/2024	302,260.08				
That part of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	8/1/2024	2,002,907.00				
The South 40.00 feet of the West Half of Auditor's Lot 5 of the Southwest Quarter of Section 34, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, excepting therefrom the East 20.50 feet thereof.	8/1/2024	1,653,155.00				
Lots 3 and 4, Block 1, Klitzke Brothers, Section 7, Township 137 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota	8/29/2024	783,275.00			(4,856.62)	
A tract of land located in the Northeast Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian situated in the County of Cass and the State of North Dakota	8/29/2024	869,241.87				
		<u>382,824,671.02</u>	-	39,880,699.23	(19,855,313.48)	402,850,056.77
				<b>Property Management Expense</b>		7,212,405.72
				<b>Grand Total</b>	<b>\$</b>	<b><u>410,062,462.49</u></b>

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

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

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

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

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

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

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

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

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

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

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

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



## Finance Committee Bills from October 2024

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



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

October 15, 2024

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request #37 for reimbursement invoices paid totaling \$4,131,705.13. These costs are for work on complementary in-town flood protection projects for costs paid in September 2024.

**Project Narrative, this request:**

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

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

Sincerely,

Wyatt Papenfuss  
Finance Manager, City of Fargo

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

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

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



**SENT VIA EMAIL**

**Cass County  
Joint Water  
Resource  
District**

October 15, 2024

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

Rodger Olson  
Chairman  
Leonard, North  
Dakota

Greetings:

Ken Lougheed  
Manager  
Gardner, North Dakota

RE: Metro Flood Diversion Project

Keith Weston  
Manager  
Fargo, North Dakota

Enclosed please find copies of bills totaling \$3,866,238.35 regarding the above referenced project.

Jacob Gust  
Manager  
Fargo, North Dakota

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

Rick Steen  
Manager  
Fargo, North Dakota

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

Thank you.

Melissa Hinkemeyer  
Director, Secretary

Sincerely,

Leilei Bao  
Treasurer

**CASS COUNTY JOINT WATER RESOURCE DISTRICT**

1201 Main Avenue West  
West Fargo, ND 58078-1301

Leilei Bao  
Treasurer

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

*Leilei Bao*  
Enclosures

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

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



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

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

RE: Metro Flood Diversion Project

Greetings:

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

Metro Flood Diversion	\$192,356.49
-----------------------	--------------

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

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

Sincerely,

Lori J. Johnson  
Clay County Auditor

Enclosures

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



FM Diversion MCCJPA invoices

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

\$192,356.49

**OHNSTAD TWICHELL, P.C.**

**Attorneys at Law**

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

15-1395 (JTS) Invoice # 198832

Flood Diversion Board

Bond Counsel Work - PPP

Date: October 2, 2024

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

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

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

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

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

**PROFESSIONAL SERVICES RENDERED**

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



MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

October 9, 2024  
Invoice Number 4017025

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

For Legal Services Rendered Through September 30, 2024

INVOICE TOTAL

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

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

Contact our Billing team for first time access credentials at [onlinepayments@dorsey.com](mailto:onlinepayments@dorsey.com)

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

Please make reference to the invoice number – send remittance to [remittance@dorsey.com](mailto:remittance@dorsey.com)

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

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

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ [ARhelpdesk@dorsey.com](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



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

October 9, 2024  
 Page 15

<b>Total This Invoice</b>	<b>\$123,125.65</b>
---------------------------	---------------------

**Timekeeper Summary**

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

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

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

Questions regarding this invoice? Please contact your Dorsey attorney or Accounts Receivable @ [ARhelpdesk@dorsey.com](mailto:ARhelpdesk@dorsey.com) or 612-492-5278.



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

INVOICE

Date	Invoice Number
10/15/2024	CI-125222

Payment Terms	Due Date
Net 30	11/14/2024

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

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

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

Professional Services rendered, see attached.
---

<b>Net Amount:</b>	<b>100,359.00</b>
<b>Tax:</b>	
<b>Total Invoice Amount:</b>	<b>USD 100,359.00</b>

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

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

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

**Professional Services - Summary By Person**

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



Southeast Cass  
Water Resource  
District

**SENT VIA EMAIL**

Keith Weston  
Chairman  
Fargo, North Dakota

Dave Branson  
Manager  
Fargo, North Dakota

Rick Steen  
Manager  
Fargo, North Dakota

September 24, 2024

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$97,219.96 regarding the above referenced project.

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

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

Sincerely,

SOUTHEAST CASS WATER RESOURCE DISTRICT

*Leilei Bao*

Leilei Bao  
Treasurer

Enclosure

Melissa Hinkemeyer  
Director, Secretary  
  
1201 Main Avenue West  
West Fargo, ND 58078-1301

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





# INVOICE: INV011325

Date: 10/04/2024  
 Invoice account: 198

CITY OF FARGO  
 PO BOX 49  
 Fargo, ND

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

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

Due date: 11/03/2024

Please detach and send this copy with remittance.

**MAKE CHECK**

**PAYABLE TO:**

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

Invoice: **INV011325**

Date: 10/04/2024

**Total:** 100,724.78

Name: CITY OF FARGO

Account #: 198

**Due date** 11/03/2024



# Diversion Authority Board Meeting

October 24, 2024

MOU and Agreement Actions for Consideration  
John Shockley

# MFDA MOUs & Agreements (Action)



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

---

**MEMORANDUM OF UNDERSTANDING**

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

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

**Relating to:**

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

---

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

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## MEMORANDUM OF UNDERSTANDING

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

### ARTICLE I. DEFINITIONS AND INTERPRETATION

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

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

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

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

“**Buffalo-Red River Watershed District**” or “**BRRWD**” means the Buffalo-Red River Watershed District, a watershed district in the Red River Basin.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Settlement Agreement”** means the Settlement Agreement by and between the Metro Flood Diversion Authority, the Richland-Wilkin Joint Powers Authority, the Buffalo-Red River Watershed District, the City of Wolverton, Minnesota, and the City of Comstock, Minnesota, dated as of February 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II. SETTLEMENT AGREEMENT**

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

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

## **ARTICLE III. INTENT**

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

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

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

**Section 3.03 HOLD HARMLESS AGREEMENT.**

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

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

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

## **ARTICLE IV. DESIGN**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI. PROPERTY INTERESTS**

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

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

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

## **ARTICLE VII. CONSTRUCTION**

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



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

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

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

**Section 7.04 DESIGN MODIFICATIONS.**

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

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

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

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

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

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

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

## **ARTICLE VIII. MAINTENANCE**

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

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

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

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

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

**Section 9.02 SEAI CROSSINGS.**

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

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

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

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

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

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

**Section 9.05 150TH AVENUE SOUTH.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI. INSURANCE**

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

## **ARTICLE XII. REIMBURSEMENT AND INVOICING**

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

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

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

### **Section 12.04** INVOICES.

(a) The Township will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The

Township will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to bakkegardk@fmdiversion.gov. Each invoice should include the identification of the Township, a description of the activity included in the invoice, and the address where payment should be remitted. The Township may (i) initially pay for work included in an invoice and then seek reimbursement from the Authority for the payment or (ii) submit invoices directly to the Authority for initial payment. In either instance, the Authority will remit payment to the Township.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**Section 15.06** NOTICE.

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

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

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

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

12630 40th Street South  
Moorhead, Minnesota 56560

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

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

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

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

*(Remainder of page intentionally left blank.)*

*Signature Page for the Metro Flood Diversion Authority*

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

**METRO FLOOD DIVERSION  
AUTHORITY**

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

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

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

ATTEST:

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

*Signature Page for Holy Cross Township*

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

**HOLY CROSS TOWNSHIP**

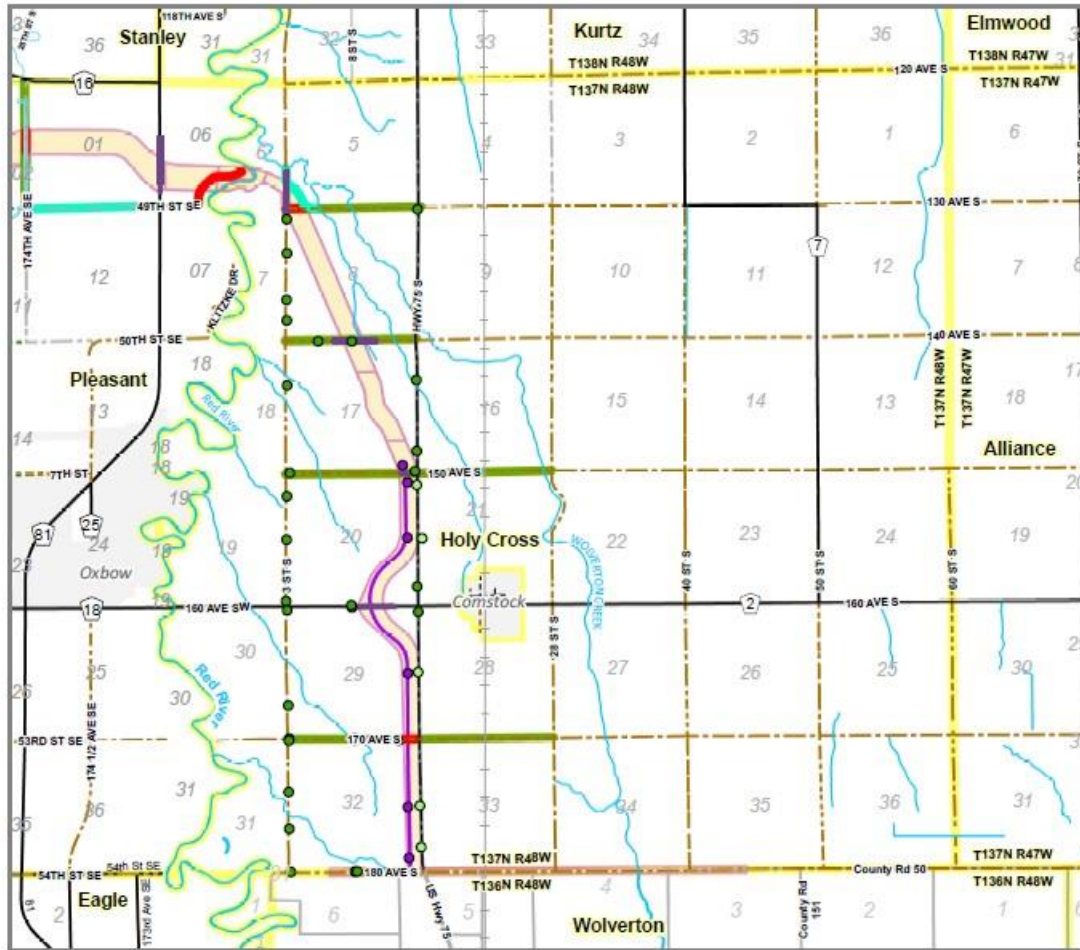
By: \_\_\_\_\_  
Tim Leiseth, Chairman

ATTEST:

\_\_\_\_\_  
Clerk

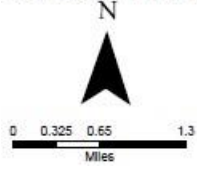
## EXHIBIT A

### PROJECT IMPACTS MAP



Legend			

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



### Holy Cross Township

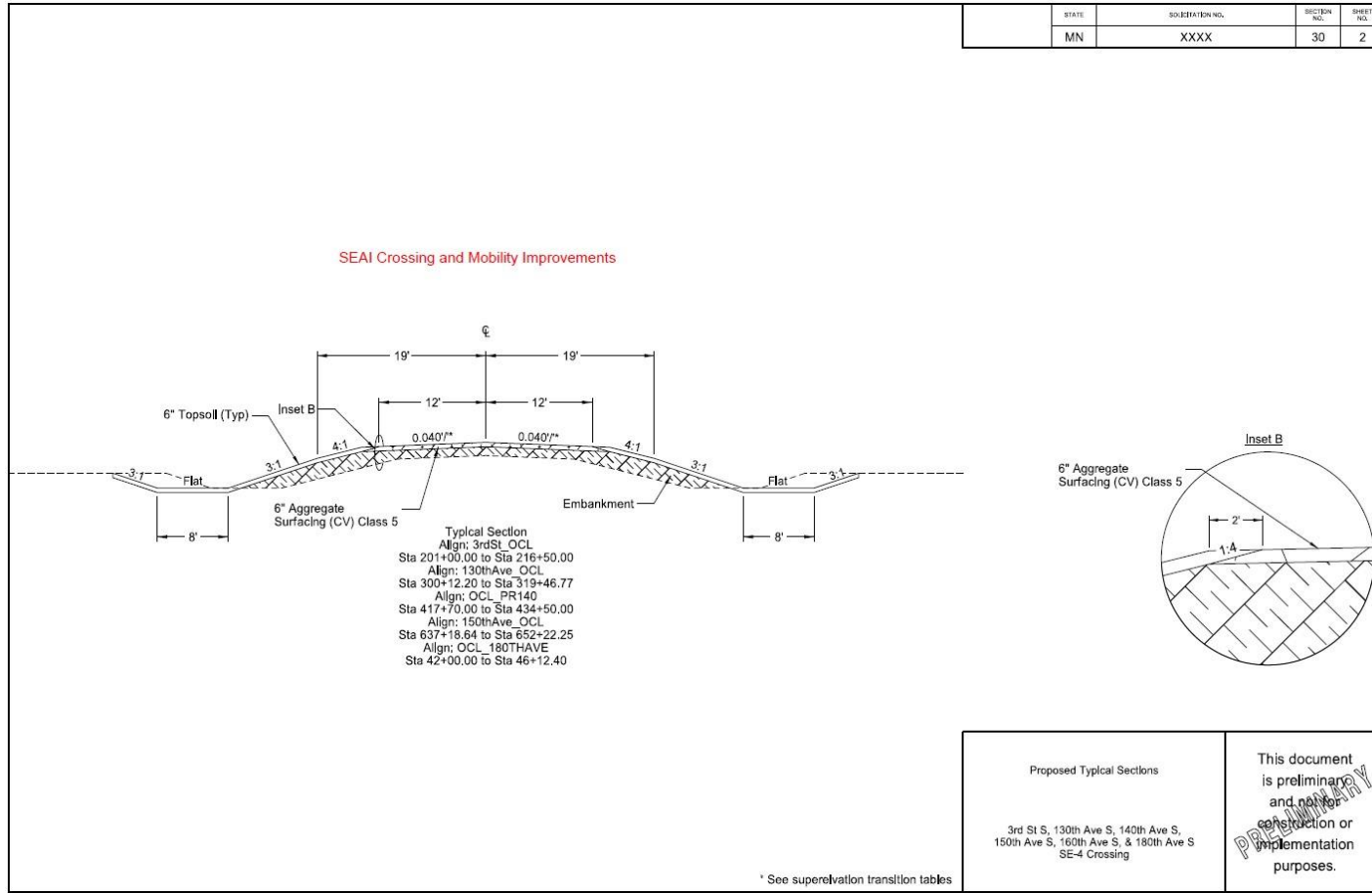
FM Area Diversion  
Map Date: 8/8/2023



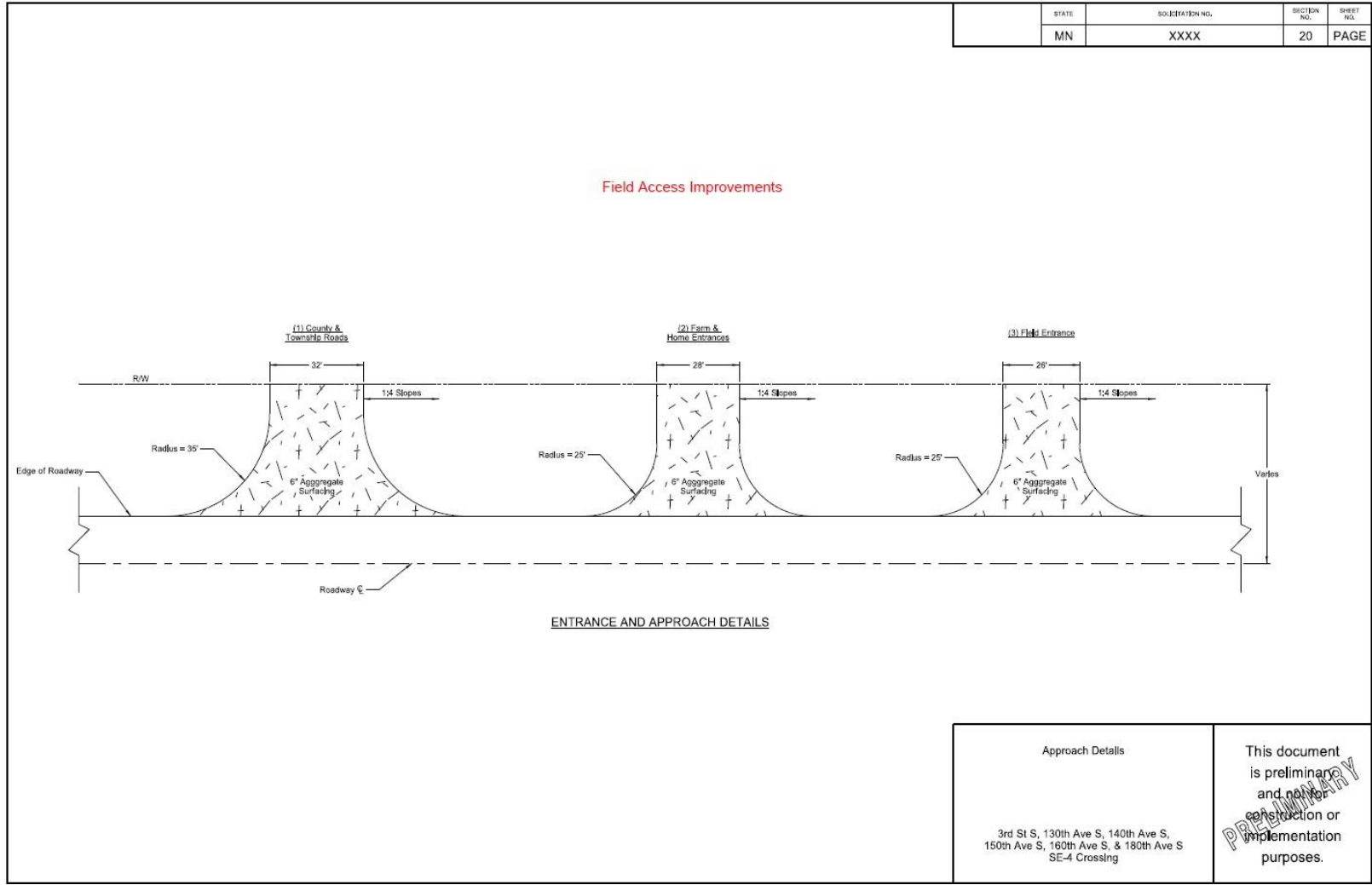
## EXHIBIT B

### MINIMUM DESIGN STANDARDS

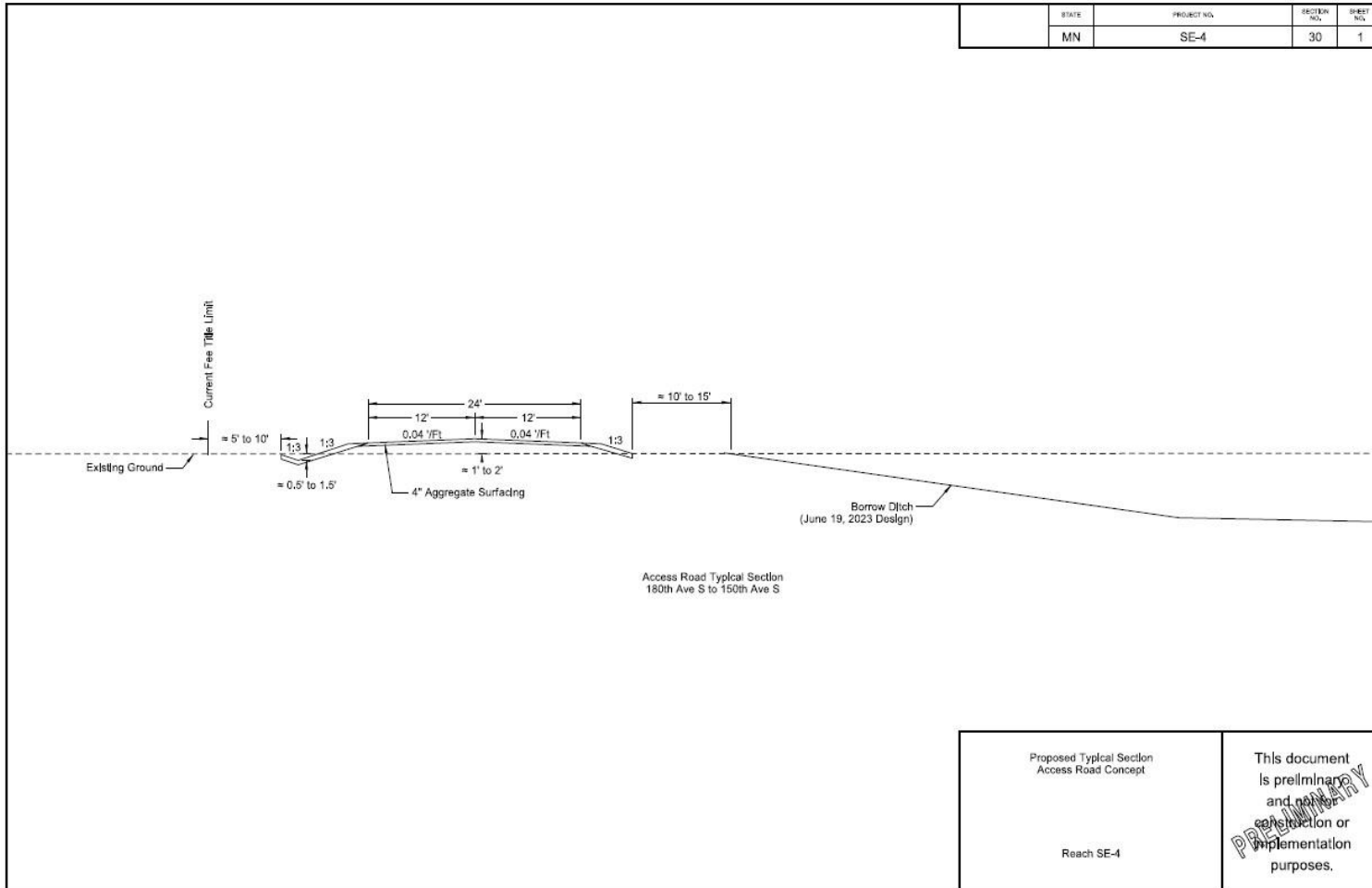
#### SEAI Crossing and Mobility Improvement



## Field Access Improvements



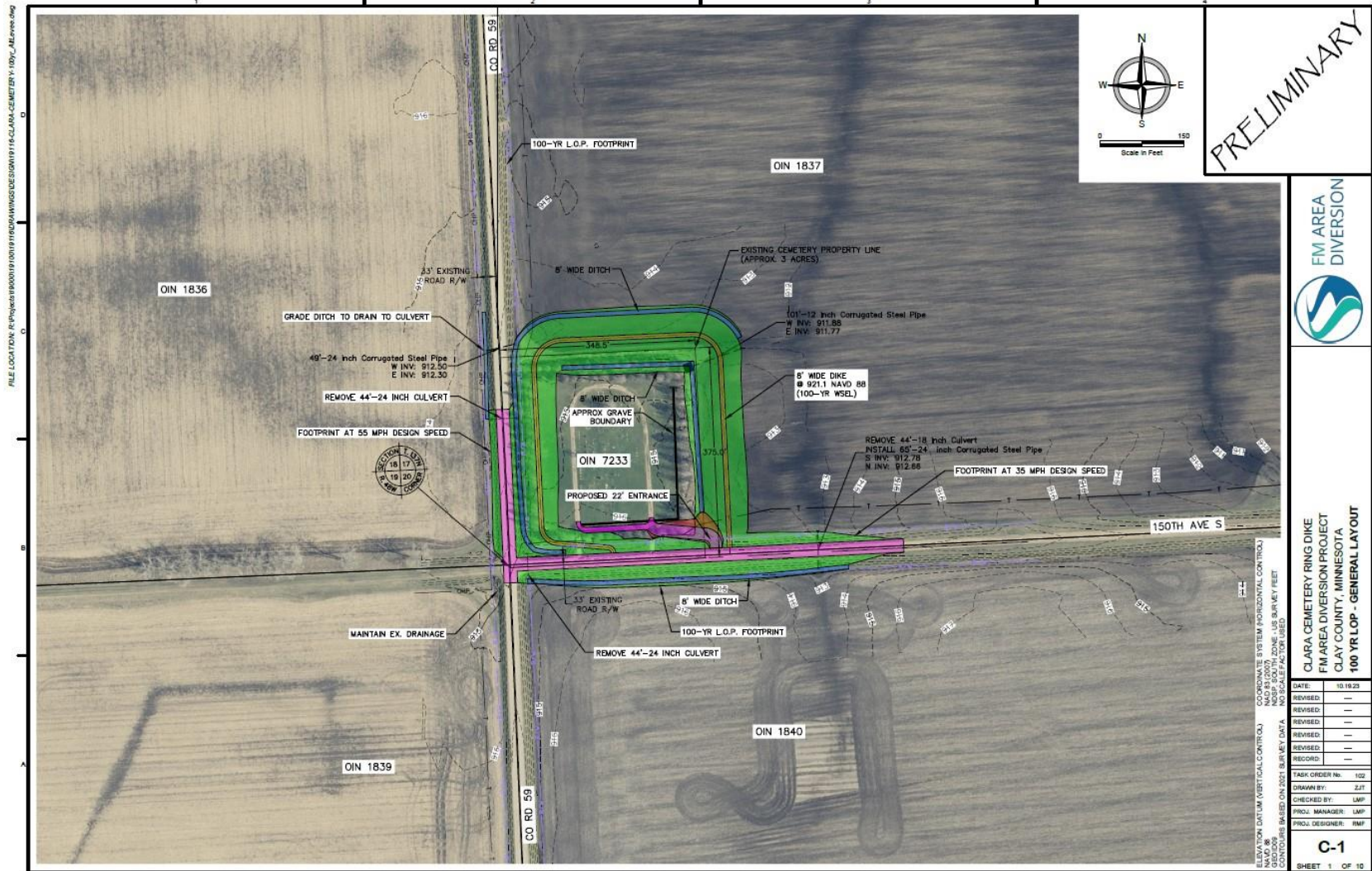
### Field Access Road Typical Section





## EXHIBIT C

### PRELIMINARY CLARA CEMETERY RING LEVEE MAP





# Diversion Authority Board Meeting

October 24, 2024

Contracting Actions



# DA Board Approval Contract Actions

(ACTION)



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

# Executive Director

## Contracting Recommendation



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

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

### 1 Recommendation for action:

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

### 2 Summary of Contracting action:

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

### 3 Reason why it is required

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

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

#### 4 Background and discussion

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

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

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

#### 5 Financial considerations:

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

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

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

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

#### 6 Attachments:

Wet Utility Letter

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

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

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

**Approved by:** Michael Redlinger, Co-Deputy Executive Director

**Date:** 10/15/2024



October 24, 2024

***CERTIFIED MAIL***

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

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

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

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

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



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

Sincerely,

Robert Wilson  
MFDA Co-Executive Director

Michael Redlinger  
MFDA Co-Executive Director

Shelly Carlson  
Mayor, City of Moorhead

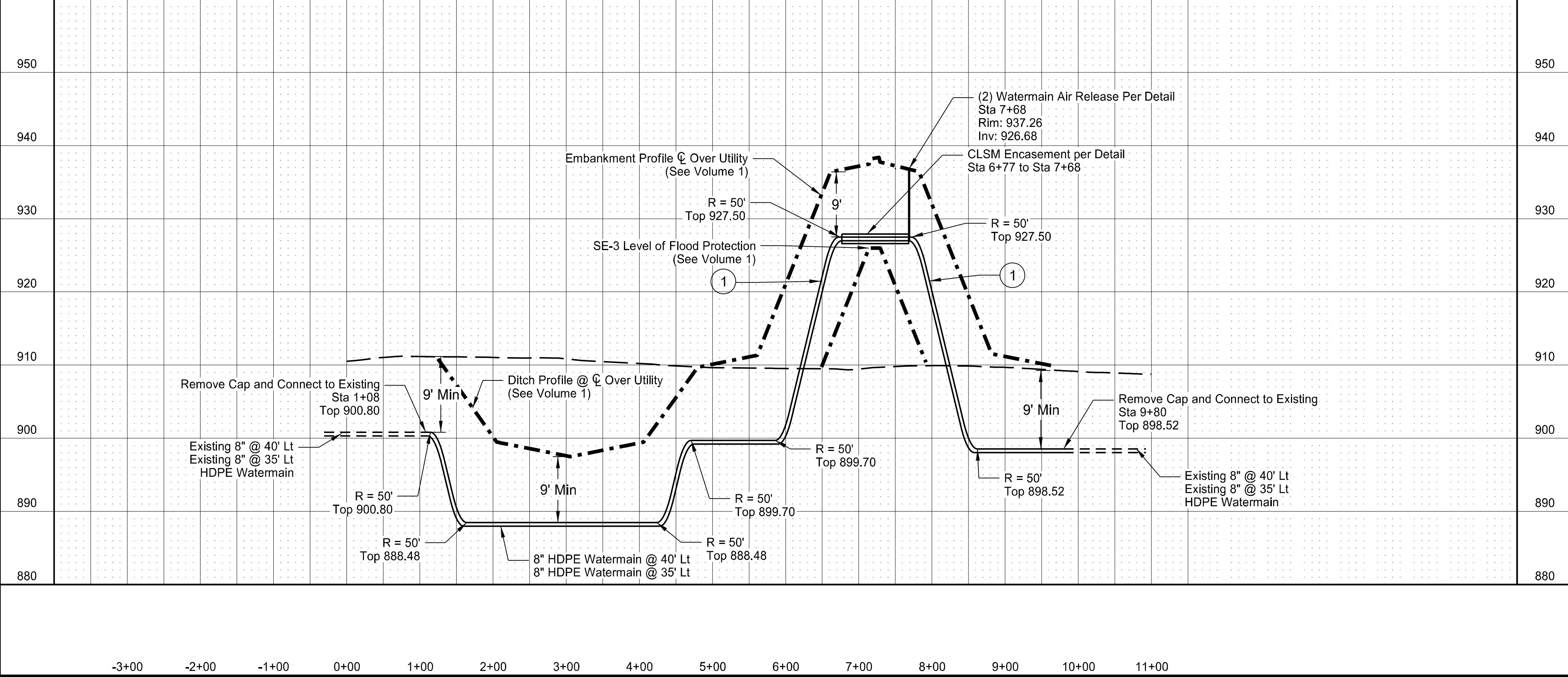
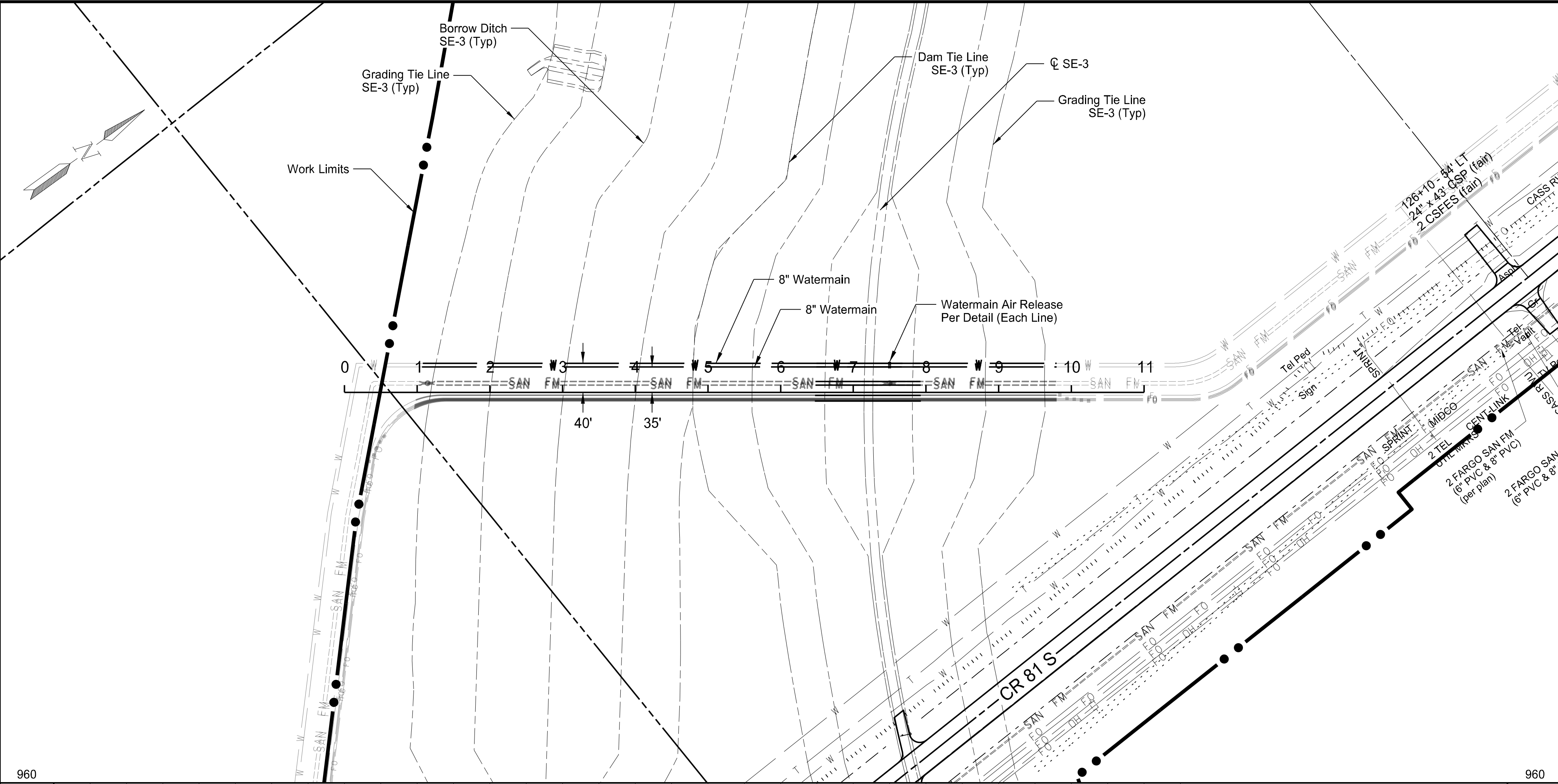
Dr. Timothy J. Mahoney  
Mayor, City of Fargo

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

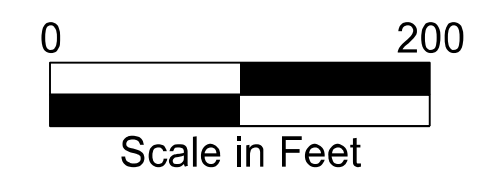
Item Description	Estimated Cost	Notes
Removals		
	Subtotal \$ 183,550.97	Includes removal and abandonment of existing mains
Watermain		
	Subtotal \$ 150,325.24	Includes water main, air release structures, valves, fittings, connections to mains and testing
Sanitary Sewer		
	Subtotal \$ 119,144.71	Includes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



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

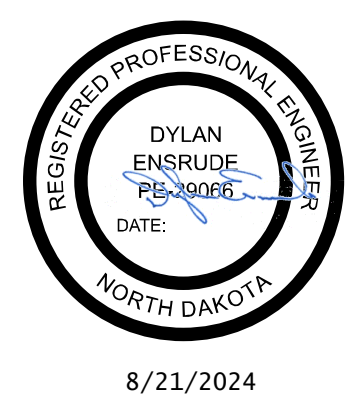


① EXPANSION/CONTRACTION JOINT FOR WATERMAIN (SEE DETAIL)  
ELEV. 921.50 (WATERMAIN)

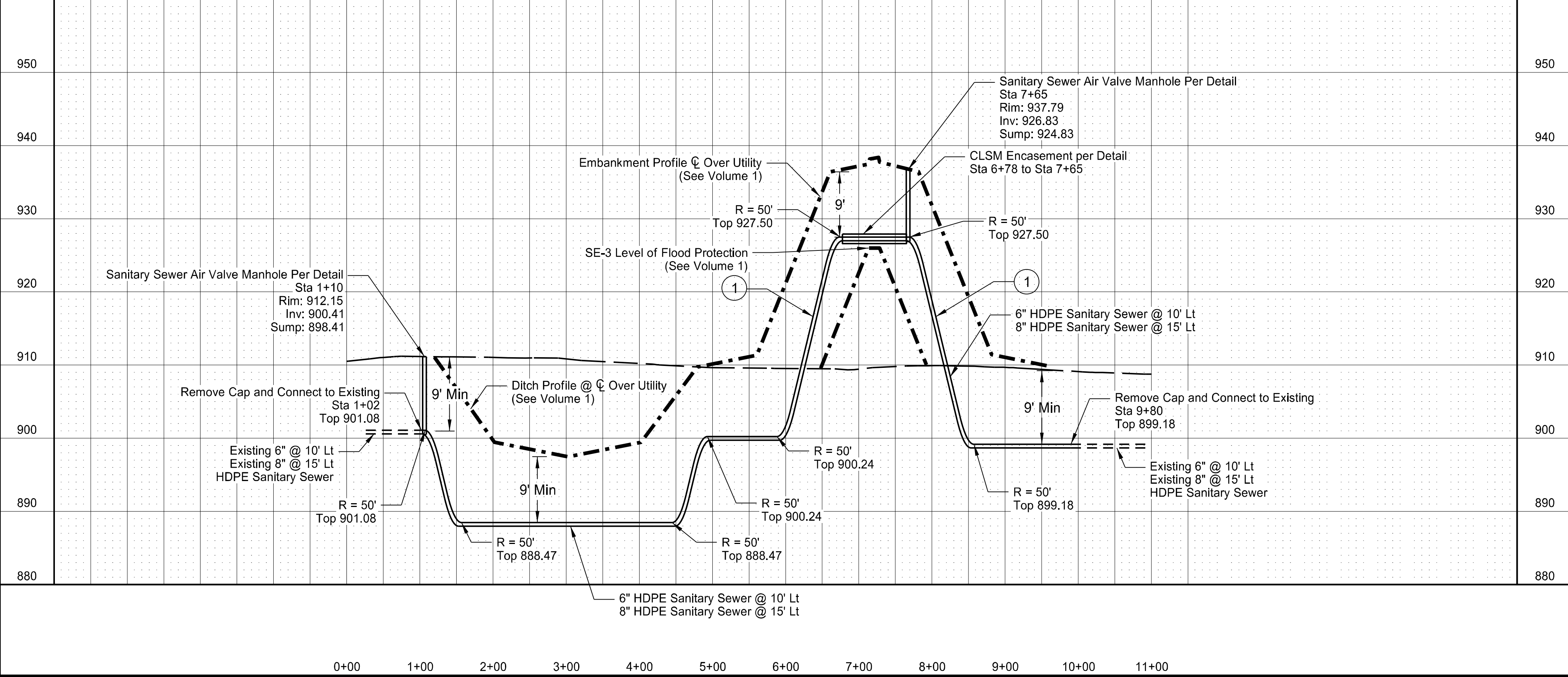
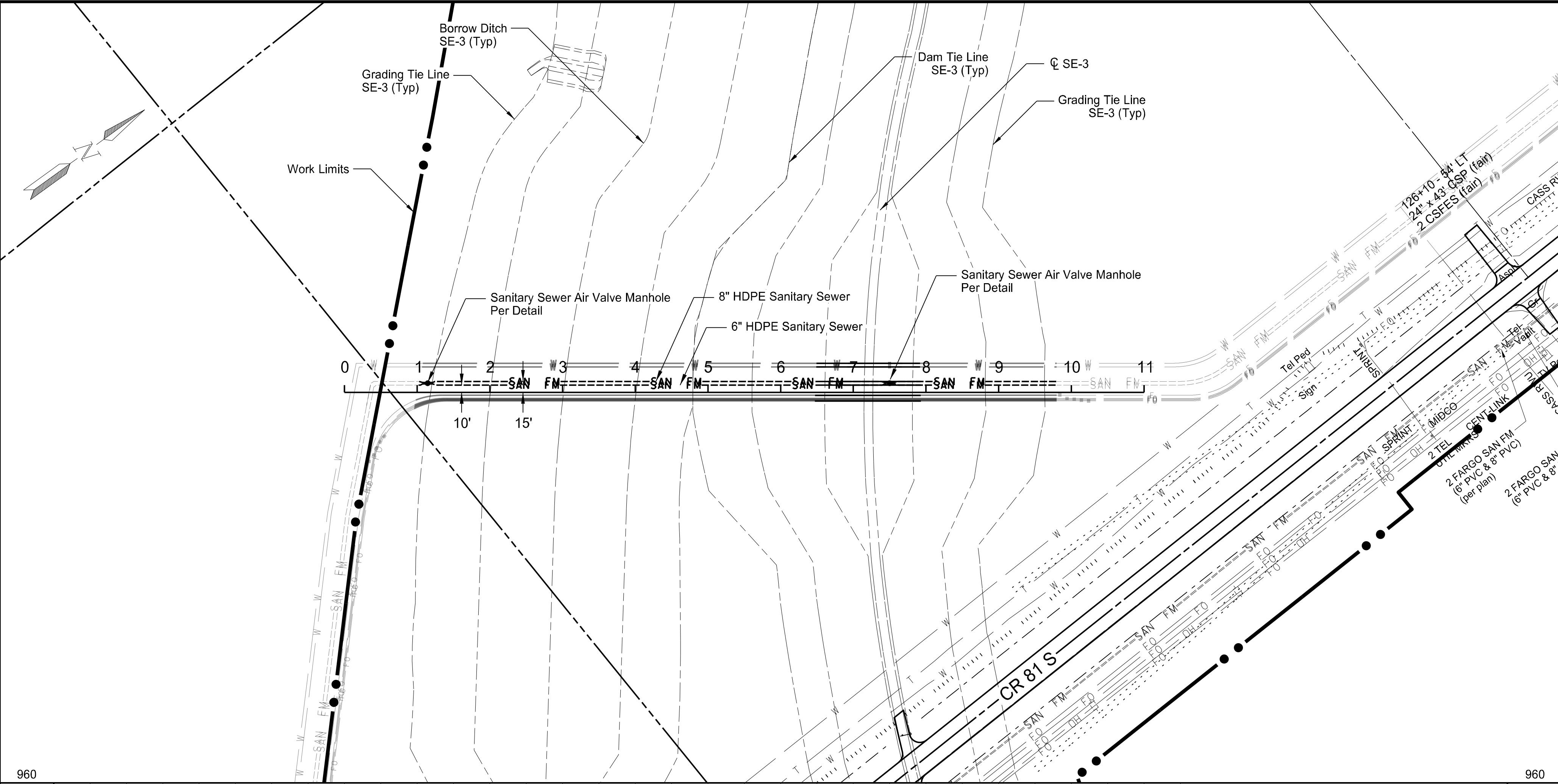


Plan & Profile  
Utility Relocations  
Watermain

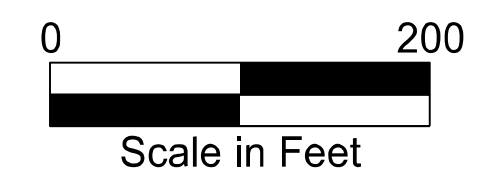
County Road 81  
Reach SE-3 Roadway Improvements  
Sta 0+00 to Sta 11+00



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

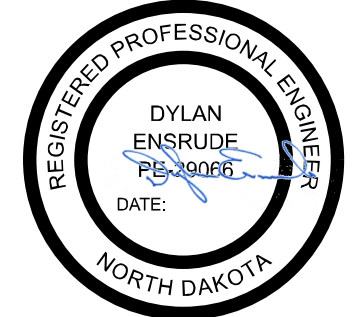


① EXPANSION/CONTRACTION JOINT FOR SANITARY FORCEMAIN (SEE DETAIL)  
ELEV. 921.50 (FORCEMAIN)



Plan & Profile  
Utility Relocations  
Sanitary Sewer

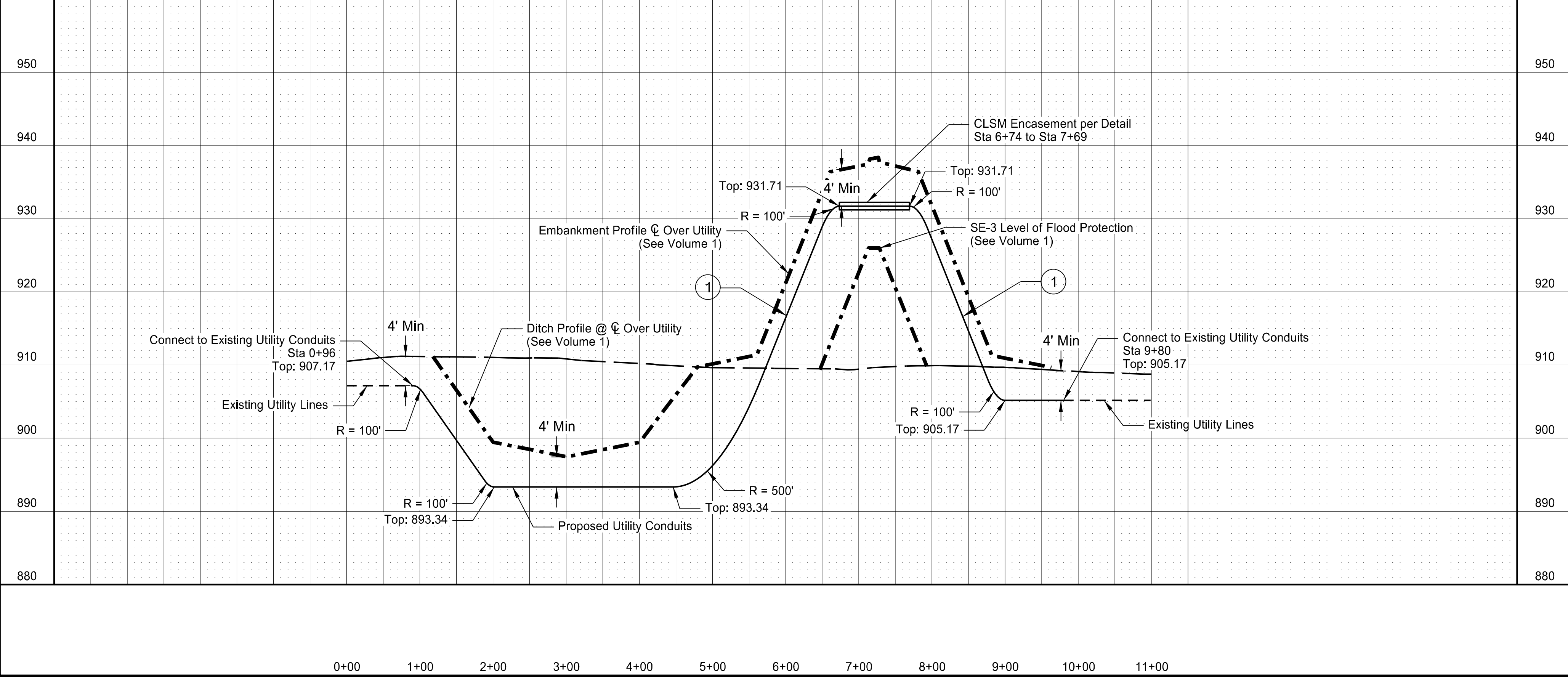
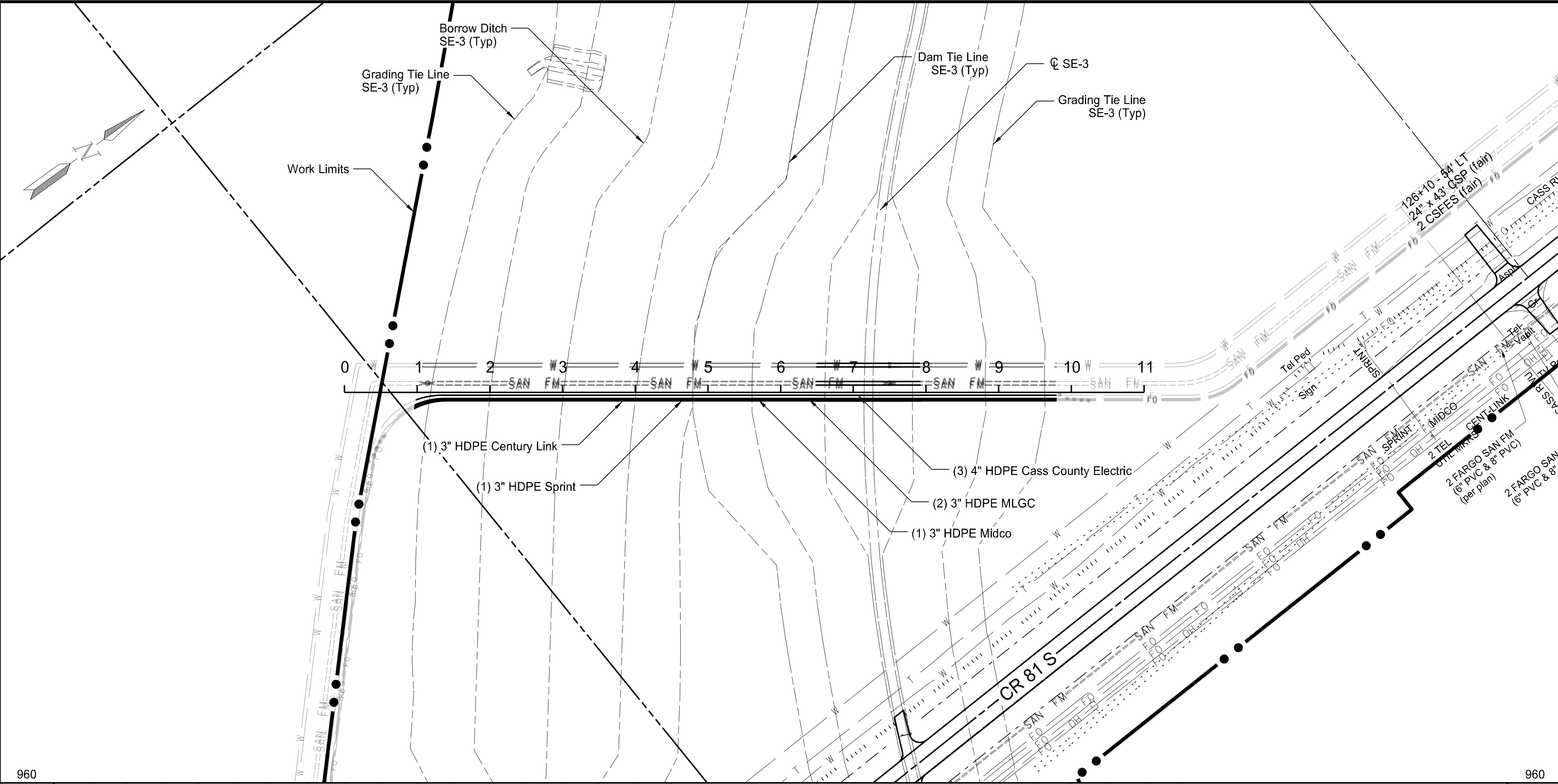
County Road 81  
Reach SE-3 Roadway Improvements  
Sta 0+00 to Sta 11+00



DATE: 8/21/2024

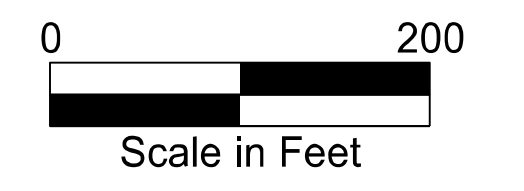


STATE	SOLICITATION NO.	SECTION NO.	SHEET NO.
ND	W912ES23B0016	199	3



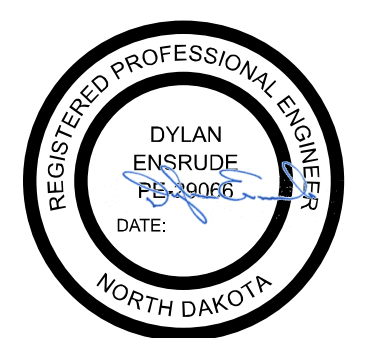
① EXPANSION/CONTRACTION JOINT FOR DRY UTILITY (SEE DETAIL)  
ELEV. 921.50 (CONDUIT)

Note: See Section 20 for conduit layout details.



Plan & Profile  
Utility Relocations  
Dry Utilities

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



DATE: 8/21/2024

# Co-Deputy Executive Director Contracting Recommendation



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

<b>Schmidt and Sons Construction Inc.</b> <b>TO19 Amendment 0</b> <b>WP38C – OIN 1893 9462 – Property Structure Mitigation</b>	<b>\$269,975.00</b>
<ul style="list-style-type: none"> <li>• <b>Perform Property Mitigation Services for WP38C – OIN 1893 9462.</b></li> </ul>	

## 1 Recommendation for action:

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

## 2 Summary of Contracting action:

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

### Reason why it is required

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

### Background and discussion

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

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

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

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

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

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO19-A0	0.00	269,975.00	10/14/2024	09/05/2025	Structure removal and fill.
Totals		269,975.00			

**3 Financial considerations:**

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

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

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

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

**4 Attachments:**

- Task Order 19 Amendment 0

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

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

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

**Approved by:** Robert Wilson, Co-Deputy Executive Director

**Date:** 10/16/2024

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Michael Redlinger, Co-Director  
Robert Wilson, Co-Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: October 24, 2024  
Re: Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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## RECOMMENDATION/ACTIONS NEEDED:

Approve the Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

## BACKGROUND/KEY POINTS:

The MFDA, via the Cass County Joint Water Resource District (CCJWRD) and the Moorhead Clay County Joint Powers Authority (MCCJPA) is required to acquire flowage easements and mitigate structures in the Upstream Mitigation Area (UMA) of the comprehensive FM Area Diversion project in accordance with the permit conditions established by US Army Corps of Engineers (USACE), Minnesota Department of Natural Resources (MDNR), North Dakota Department of Water Resources (NDDWR), the Buffalo Red River Watershed District (BRRWD), and in accordance with floodplain administration rules by the Federal Emergency Management Agency (FEMA).

In addition, the Settlement Agreement states, “If requested by a landowner as an alternative to an acquisition of property rights, the Metro Flood Diversion Authority (the “Authority”) will use its best efforts to fund, and may approve, flexible compensation/mitigation efforts within the staging area to compensate landowners for, or prevent water damage to, their properties.”

In consideration of the Settlement Agreement and the permit conditions, the MFDA worked to establish additional guidance for mitigating impacts to properties within the UMA. The attached Guidance Document was prepared to help define “flexible compensation/mitigation” and the overarching implementation process for mitigating private properties in conjunction with the Property Rights Acquisition and Mitigation Plan (PRAM). It is recognized that each property is unique and will require a customized mitigation solution. The Guidance Document focuses on existing Private Structure Sites on parcels impacted by Mitigation Zones 2, 3, and 4 since these structures may be allowed to remain in place under certain conditions, whereas all structures in Mitigation Zone 1 must be removed.

Approval of the Guidance Document is requested by the MFDA’s Land Management Committee, the CCJWRD board, the MCCJPA board, and the MFDA board.

ATTACHMENTS:

- Guidance Document for Mitigation of Impacted Private Structure Sites in the Upstream Mitigation Area



METRO  
FLOOD  
DIVERSION  
AUTHORITY

Guidance Document for  
Mitigation of Impacted Private  
Structure Sites in the  
Upstream Mitigation Area

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October 1, 2024



# Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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## INTRODUCTION

The Settlement Agreement, dated February 1, 2021, states, “If requested by a landowner as an alternative to an acquisition of property rights, the Metro Flood Diversion Authority (the “Authority”) will use its best efforts to fund, and may approve, flexible compensation/mitigation efforts within the Staging Area to compensate landowners for, or prevent water damage to, their properties.”

In conjunction with the Settlement Agreement, the United States Army Corps of Engineers (“USACE”), Federal Emergency Management Agency (“FEMA”), North Dakota Department of Water Resources (“NDDWR”), formally known as the North Dakota Office of the State Engineer, and the Minnesota Department of Natural Resources (“MDNR”), collaboratively established requirements for mitigating impacts to properties within the Upstream Mitigation Area (“UMA”).

This document is intended to help define “flexible compensation/mitigation” and the overarching implementation process for mitigating private properties in conjunction with the Property Rights Acquisition and Mitigation Plan (“PRAM”). It is recognized that each property is unique and will require a customized mitigation solution. This document focuses on existing private Structure Sites on parcels impacted by Mitigation Zones 2, 3, and 4 (see Table 1 for a list of impacted private Structure Sites) since these Structures may be allowed to remain in place under certain conditions.

Whereas all Structures in Mitigation Zone 1 are required to be removed, there are a number of private Structure Sites that have been approved to be “mapped out” of Mitigation Zone 1 and placed into either Mitigation Zone 2 or Mitigation Zone 4 (see Table 2 for a list of the Mitigation Zone 1 Map-Out Sites). The mitigation of Structures on the private Structure Sites that have been mapped out of Mitigation Zone 1 shall follow the procedures outlined within this guidance document.

## DEFINITIONS

**100-Year Flood Event:** means a flood event that has a one percent (1%) probability of occurring 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.

**500-Year Flood Event:** means a flood event that has a two-tenths percent (0.2%) probability of occurring in any year.

**Authority:** means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.

**Base Flood Elevation (BFE):** means the water surface elevation corresponding to the 100-year flood event.

**Cass County:** means Cass County, a North Dakota home rule county and political subdivision of the State of North Dakota.

**Clay County:** means Clay County, a Minnesota county and political subdivision of the State of Minnesota.

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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**Comprehensive Project:** means construction of a stormwater diversion channel through North Dakota that conveys twenty thousand (20,000) cubic feet per second of floodwater at the one percent (1%) chance of a one hundred (100)-year event and is approximately thirty (30) miles long with tie-back embankments, a staging area, a Diversion Inlet Structure, a six (6)-mile connecting channel, a control structure on each of the Red and Wild Rice Rivers, an aqueduct hydraulic structure on each of the Maple and Sheyenne Rivers, a drop structure on each of the Rush and Lower Rush Rivers, three (3) railroad bridges, in-town work, community ring levees, and environmental mitigation, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011, and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environment Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013, and approved by District Engineer, St. Paul District, on September 19, 2013, and the Final Supplemental Environmental Assessment #2, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019, and approved by the District Engineer, St. Paul District, on February 28, 2019.

**Conditional Letter of Map Revision (CLOMR):** means the CLOMR issued by FEMA for the Comprehensive Project in September 2020 under Case Number 19-08-0683R. The CLOMR describes how the floodplain will change as a result of the Comprehensive Project if constructed as planned.

**Coordination Plan:** means the FEMA/USACE Coordination Plan, dated April 14, 2015, and updated June 26, 2018.

**Hydraulic Effects:** means a modeled change in water surface elevation from the Comprehensive Project, including the definition of Impact, for the purposes of the Property Rights Acquisition and Mitigation Plan. Hydraulic Effect is based on the model approved by FEMA for definition of the CLOMR. The CLOMR-approved model is used to determine the floodwater depth under existing conditions as well as 100-year flood event conditions with the Comprehensive Project.

**Impact:** means a modeled increase of floodwater elevation from existing conditions to with-Comprehensive Project conditions. USACE considers increases of one (1) foot or more an Impact. The North Dakota Department of Water Resources (NDDWR) considers increases of one-half (0.5) foot or more at the 100-year flood an impact. The Minnesota Department of Natural Resources considers increases of one-tenth (0.1) foot or more from the 20-year, 50-year, 100-year, 500-year, or the PMF flood event an impact.

**Land Agent:** means a land agent consultant working for the Authority or its member entities.

**Minnesota or State of Minnesota:** means the State of Minnesota.

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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### **MITIGATION ZONES:**

USACE defined two (2) mitigation zones in the Final Supplemental Environmental Assessment #2, dated February 2019. In summary, the federal mitigation zones are based on the following criteria:

**Federal Mitigation Zone 1:** encompasses land that will experience a depth difference of one (1) foot or greater for 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. It defines the operating pool or floodwater storage volume required to ensure the planned operation of the federal project, which includes minimizing downstream impacts.

**Federal Mitigation Zone 2:** encompasses land that will experience a depth difference of one (1) foot or greater for the 100-year or 500-year flood events (whichever is greater) within Richland and Wilkin Counties, excluding the Federal Mitigation Zone 1 areas along the Red River corridor. Limited placement of fill will be allowed in Federal Mitigation Zone 2, within terms and conditions of the flowage easement and in accordance with state and federal regulations.

**Mitigation Zone 3:** an area in North Dakota beyond Federal Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.5-feet or more at a 100-year flood event.

**Mitigation Zone 4:** an area in Minnesota beyond Federal Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more from flood events up to and including the PMF flood event. Mitigation Zone 4 is divided into three (3) sub-zones reflecting the flood event that defines the boundary of impacts.

- **Zone 4A:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-foot or more at the PMF flood event.
- **Zone 4B:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more at the 500-year flood event.
- **Zone 4C:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more at the 100-year flood event.

### **MITIGATION ZONE DEVELOPMENT REQUIREMENTS:**

- Mitigation Zone 1
  - Development will not be allowed within Federal Mitigation Zone 1. Placement of fill will not be allowed within Federal Mitigation Zone 1 without approval from USACE.
- Mitigation Zone 2
  - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the 500-year flood event elevation.
  - Existing non-residential Structures must be above the 100-year flood event and protected to the 500-year flood event elevation.
- Mitigation Zone 3

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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- Existing residential Structures must be at least one (1) foot above the 100-year flood event elevation.
- Existing non-residential Structures must be protected to at least one (1) foot above the 100-year flood event elevation.
- Mitigation Zone 4A
  - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the PMF flood elevation.
  - Existing non-residential Structures must be above the 100-year flood event and protected to the PMF flood elevation.
- Mitigation Zone 4B
  - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the 500-year flood event elevation.
  - Existing non-residential Structures must be above the 100-year flood event and protected to the 500-year flood event elevation.
- Mitigation Zone 4C
  - Existing residential Structures must be at least one (1) foot above the 100-year flood event elevation.
  - Existing non-residential Structures must be protected to at least one (1) foot above the 100-year flood event elevation.

The controlling elevation for mitigation requirements noted above shall be the lowest opening elevation, unless there is a situation where the lowest opening is higher than the Lowest Adjacent Grade (LAG), then the LAG shall be the controlling protection elevation level.

- For example, the lowest opening, such as an egress window, may be below the 100-year flood event elevation, however, if the LAG elevation is above the 100-year flood event elevation, mitigation would not be required because the floodwater would not be able to reach the egress window at the 100-year flood event.

**North Dakota** or **State of North Dakota**: means the State of North Dakota.

**Pleasant Township**: means Pleasant Township, a township of the State of North Dakota.

**Private Structure**: means a privately owned residential or non-residential Structure. Excluded Structures are those owned by the following:

- A public entity
- An entity that is regulated by the Public Service Commission
- An entity that is regulated by the Public Utility Commission
- An entity that is regulated by the Federal Communication Commission
- A cemetery

**Probable Maximum Flood (PMF)**: means the probable maximum flood event used for dam-safety purposes. The PMF event is nearly seven (7) times larger than the 2009 flood of record and has a recurrence interval of approximately one hundred seventy-five thousand (175,000) years.

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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**Red River:** means the Red River of the North.

**Revision Reach:** means the area defined in the USACE/FEMA Coordination Plan as, “The extents 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 model are within 0.5 foot of the pre-project conditions model at both the upstream and downstream limits.”

**Richland County:** means Richland County, a North Dakota county and political subdivision of the State of North Dakota.

**Southern Embankment and Associated Infrastructure (SEAI):** encompasses the Diversion Inlet Structure, Wild Rice Structure, Red River Structure, associated road raises, and a 22-mile earthen embankment commencing south and east of the City of Horace, proceeding east, and terminating in Minnesota by the Wolverton Creek.

**Staging Area:** means the area upstream of the SEAI, Diversion Inlet Structure, Red River Structure and the Wild Rice River Structure that will be used to store floodwater when the Comprehensive Project is fully operational. The Staging Area includes an approximately 28,500-acre land management area immediately upstream of the SEAI designed to store floodwaters. The Staging Area includes an area where the Comprehensive Project will increase the 100-year or 500-year floodwater surface elevation by one (1) foot or more over existing (that is, pre-Comprehensive Project) conditions.

**Stanley Township:** means Stanley Township, a township of the State of North Dakota.

**Structure:** means a structure with two (2) or more outside rigid walls and a fully secured roof; or a manufactured home (also known as a mobile home) that is built on a permanent chassis and transported to its site in one or more sections; or a travel trailer without wheels that’s built on a chassis that is regulated under the community’s floodplain management and building ordinances or laws. It does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other smaller vehicle.

**Upstream Mitigation Area (UMA):** means the area upstream of the SEAI where the Authority is required to obtain property rights for the temporary storage of floodwaters during Comprehensive Project operations, as shown in Exhibit 1.

**Vehicular Access:** refers to the ability of emergency vehicles to access a site via roadways or private driveways that have no more than one (1) foot of water during the 100-year flood event.

**Wilkin County:** means Wilkin County, a Minnesota county and political subdivision of the State of Minnesota.

**With Comprehensive Project 100-Year Floodplain:** means the 100-year floodplain resulting from FEMA’s accreditation after completion of the Comprehensive Project.

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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### PROCESS

Only Structures that have an Impact, as defined above, are required to be purchased or mitigated. A list of anticipated Structure types that will require mitigation is presented in Table 3.

**Step 1:** Identify existing private Structures impacted by the Comprehensive Project 100-year flood event.

- If a Structure is within the Comprehensive Project 100-year Floodplain, it must be mitigated whether it is within a Mitigation Zone or not. Structures on OINs 1485, 1543, 8466, and 9258 are examples.
- A Structure in a Mitigation Zone and NOT located in the Comprehensive Project 100-year Floodplain shall be mitigated to meet the requirements of the Mitigation Zone.
- A map of the UMA and Mitigation Zones is presented in Exhibit 1.

**Step 2:** Obtain a topographic survey of all the impacted private Structures and compare the Structure elevations to the governing flood-level events.

- Conduct a topographic survey of the building corners, the lowest opening, and the adjacent ground elevation. The Mitigation Zones are based on LiDAR mapping and hydraulic modeling. In some cases, a mapped Mitigation Zone may clip a corner of a Structure. A survey may provide more precise information so the whole Structure can be mapped out of the with Comprehensive Project 100-year Floodplain and subsequently the Mitigation Zone.
- If the Impacted private Structure meets the elevation requirements of the Mitigation Zone and has Vehicular Access, that Structure does not need to be mitigated.
- If the Impacted private Structure does not meet the elevation requirements of the Mitigation Zone and/or does not have Vehicular Access, the Structure needs to be mitigated.

**Step 3:** Identify whether the Structure site will have Vehicular Access (see Table 1 for a list of Structure sites identified as not having vehicular access).

- Structure sites that do not have Vehicular Access will be offered a buyout or a road raise.
- A landowner does not need to accept a buyout if the landowner accepts the access impacts and the Structure(s) meet the Mitigation Zone requirements or are planned to be mitigated to meet the Mitigation Zone requirements.
- A road raise will be considered if the estimated cost of the road raise is less than the value of the Structure(s) and/or Structure site(s).
- Prior to a road being raised, approval of the road raise must be provided from the township or roadway authority.
- Approved road raises will be raised to six (6) inches above the with-Comprehensive Project BFE.
- Structure sites with driveways impacted by the Comprehensive Project 100-year flood event will be compensated for the impact by the cost-to-cure amount in the appraisal report.
- A hydraulic analysis will be conducted before the road/driveway raise to determine any impacts the road raise may have to adjacent properties. Coordination with the Authority and USACE will take place to determine the Hydraulic Effect of raising the road.

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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- Maps are available indicating roadway inundation of one (1)-foot or greater during the Comprehensive Project 100-year flood event.
- Raising one strategically placed road may provide Vehicle Access to multiple parcels.
  - Coordinate with the Authority to estimate the cost of raising the affected road.
  - If the estimated cost of raising the road is less than the estimated cost of buying and removing the impacted Structure(s), raise the road for mitigation.
  - If the estimated cost of raising the road is more than the estimated cost of buying and removing the impacted Structures(s) but still considered a feasible mitigation approach based on engineering judgement, gather input from the Authority for acceptance to finalize mitigation approach.

**Step 4:** Prepare Structure mitigation matrices to determine Structure mitigation options.

- Review the topographic surveys and compare the impacted private Structure's elevations to the different Mitigation Zone flood levels and determine the possible appropriate mitigation options for the site and Structures.
- Prepare cost estimates for each evaluated mitigation option and prepare a mitigation matrix.
- After the Structure mitigation matrices are prepared and approved by the Authority, provide the approved mitigation matrix to the appraiser for consideration in the appraisal report.

**Step 5:** Obtain a before and after project appraisal of each impacted parcel identified above as well as the value of each Structure/building on the impacted Structure site.

- The appraiser shall consider the mitigation matrix in their valuation of damages. The appraisal report is prepared, reviewed, and approved following the standard practice.

**Step 6:** Meet with the landowner to present the offer and discuss options.

**Step 7:** Offer to buy any impacted private Structure(s) or Structure site(s).

- If the offer based on the appraisal is accepted, the Structure(s) would be removed by a contractor hired by the Authority.

**Step 8:** If the landowner would prefer to keep the Structure, then mitigation options would be reviewed.

- Review preferred mitigation options and present feasible mitigation options to the Authority staff for review and input.
  - Overall mitigation costs should be less than the overall estimated cost of a Structure buyout, relocation costs, Structure removal costs, and site clean-up/restoration costs.
  - Mitigation on each parcel will be unique as well as the associated costs.
    - Earthen levee will likely be the most common and desired form of mitigation. Coordinate with the Authority to design and estimate the cost of a levee.
    - Work with a contractor that specializes in elevating Structures/houses, moving Structures/houses, or performs dry-/wet-proofing to determine costs.



## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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### POTENTIAL MITIGATION ACTIONS

The FEMA/USACE Coordination Plan, dated April 14, 2015, and updated June 26, 2018, states, “The impacts caused by the Comprehensive Project on all insurable Structures within the revision reach will be mitigated through agreed methods consistent with those specified by the National Flood Insurance Program (NFIP).” Mitigation shall be performed in accordance with FEMA guidance and may include the following:

1. Buyout – The Authority (via member entities Cass County Joint Water Resource District (CCJWRD) or Moorhead-Clay Count Joint Powers Authority (MCCJPA)) will offer to buy out any impacted private Structure that are in or touched by Mitigation Zones 2, 3, or 4.
2. Wet floodproofing (wet-proofing) – Allows floodwaters to enter the Structure in such a way that damage to the Structure and its contents is minimized. Post-flood cleanup will be required. Wet floodproofing must require automatic entry of floodwaters into Structures without human intervention. (Refer to FEMA’s Paragraph 1.3.4 of “ENGINEERING PRINCIPLES AND PRACTICES for Retrofitting Flood-Prone Residential Structures”)
  - Wet-proofing will only be considered for non-residential Structures outside the 100-year floodplain.
  - Wet-proofing shall only be used in Mitigation Zones 2, 4A, and 4B as a mitigation option for the 500-year and PMF flood events.
  - Flood opening requirements as described for the 100-year flood event in FEMA’s NFIP Technical Bulletin 1 shall be adopted to the 500-year and PMF flood elevations.
  - Structures being protected shall mitigate the Structure in accordance with FEMA’s “Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures”.
3. Dry floodproofing (dry-proofing) – A portion of the Structure that is below the 100-year flood event plus one (1)-foot elevation is sealed to make it watertight and substantially impermeable to floodwaters. Dry floodproofing is listed in the Coordination Plan as an approved means of mitigation for non-residential Structures. (Refer to Paragraph 1.3.3 of “ENGINEERING PRINCIPLES AND PRACTICES for Retrofitting Flood-Prone Residential Structures”)
  - In practice, dry floodproofing will most likely only consist of concrete retaining walls.
  - Dry floodproofing basements requires an engineer-stamped design.
  - Dry floodproofing typically only applies to non-residential Structures unless a residential basement exception by FEMA has been adopted by the governmental entity jurisdiction. Dry floodproofing may then be allowed, but it is typically only used for new construction.
  - Clay County has a residential basement exception that allows a basement floor below the BFE if the basement is designed to be floodproof. Wilkin County does not have a basement exception. Pleasant Township and Stanley Township in Cass County are listed as having basement exceptions. None of the Richland County townships are listed as having basement exceptions.
4. Elevating – Elevating a Structure involves either raising it on fill or on stilts to provide flood protection.



## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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- An elevation certificate is required for the Structure if the Structure is being elevated on fill to remove the Structure from the proposed or existing floodplain.
  - Elevating a Structure on stilts is only allowed when a Structure is outside the floodplain and needs to be protected to either the 500-year or PMF flood event.
  - The point where the stilt meets the ground shall be outside of the floodplain.
  - Elevating on stilts is not allowed to provide protection from the 100-year flood event.
  - Any Structure being elevated on stilts shall have a stamped design by a professional engineer.
  - Any Structure being elevated on stilts shall mitigate the Structure in accordance with FEMA's "Homeowner's Guide to Retrofitting" and FEMA'S "Engineering Principles And Practices for Retrofitting Flood-Prone Residential Structures".
5. Uncertified or Non-Accredited Earthen Levees
- 8-foot top width (minimum)
  - 4:1 side slopes (maximum)
  - Levee impervious fill top elevation at 500-year flood level plus earthen settlement factor for Zones 2 and 4B
  - Levee impervious fill top elevation at PMF flood level plus earthen settlement factor for Zone 4A.
  - The levee shall be designed and signed by a professional engineer and be constructed according to applicable federal and state criteria.
  - Landowner shall be responsible for maintenance, including mowing and weed control, exercising/turning valves, and pump maintenance/operation, and repair of the earthen levee after completion of earthen levee construction.
  - Landowner will retain sole ownership and responsibility of the earthen levee after completion of levee construction.
  - Landowner will need to construct the levee or provide the Authority temporary access to the property to construct the levee.
6. Relocation (to dry area onsite, if available, or another parcel location)

### PRIVATE UTILITIES

If any of the private utilities on the impacted private Structure sites listed below is impacted, it will be mitigated per FEMA, NFIP, and local public health official guidance since they directly affect the function and livability of the associated Structure.

- Septic
  - Septic tank
  - Holding tank
  - Drain field
- Tanks
  - Fuel
  - Underground storage tanks

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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- Propane
- Well
- Solar panels

**Table 1 – Structure Sites Impacted by Zones 2, 3, 4A, 4B, and 4C**

#	OIN (State)	Impacted Residential Structure	Impacted Non-Residential Structure	No Vehicular Access	Impacting Zone
1	176 (ND)			X	3
2	867 (ND)	1	5		3
3	1237 (MN)	1	6		4A
4	1238 (MN)	1	10		4A
5	1252 (MN)	1	1		4A
6	1267 (MN)	1	4		4A
7	1294 (MN)	1	6		2 & 4C
8	1305 (MN)	1	2	X	2 & 4C
9	1307 (MN)		2	X	2 & 4C
10	1318 (MN)		2		4C
11	1328 (ND)			X	3
12	1329 (ND)			X	3
13	1349 (ND)		4		3
14	1356 (ND)		2		3
15	1411 (ND)		5	X	2 & 3
16	1473 (ND)	1	1	X	2
17	1485 (ND)		1	X	3
18	1542 (ND)		2	X	2 & 3
19	1544 (ND)		1	X	2 & 3
20	1545 (ND)			X	2 & 3
21	1548 (ND)		2		3
22	1583 (ND)		2		2 & 3
23	2024 (ND)			X	3
24	2033 (ND)		1	X	3
25	7102 (MN)		2		4C
26	8360 (ND)		7	X	3
27	8466 (ND)		2		3
28	8528 (MN)	1	4		4A
29	8786 (ND)	1			3
30	8798 (MN)	1	8		4C
31	9258 (ND)	1	3	X	2 & 3

## Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

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**Table 2 – Zone 1 Private Structure Map-Out Sites**

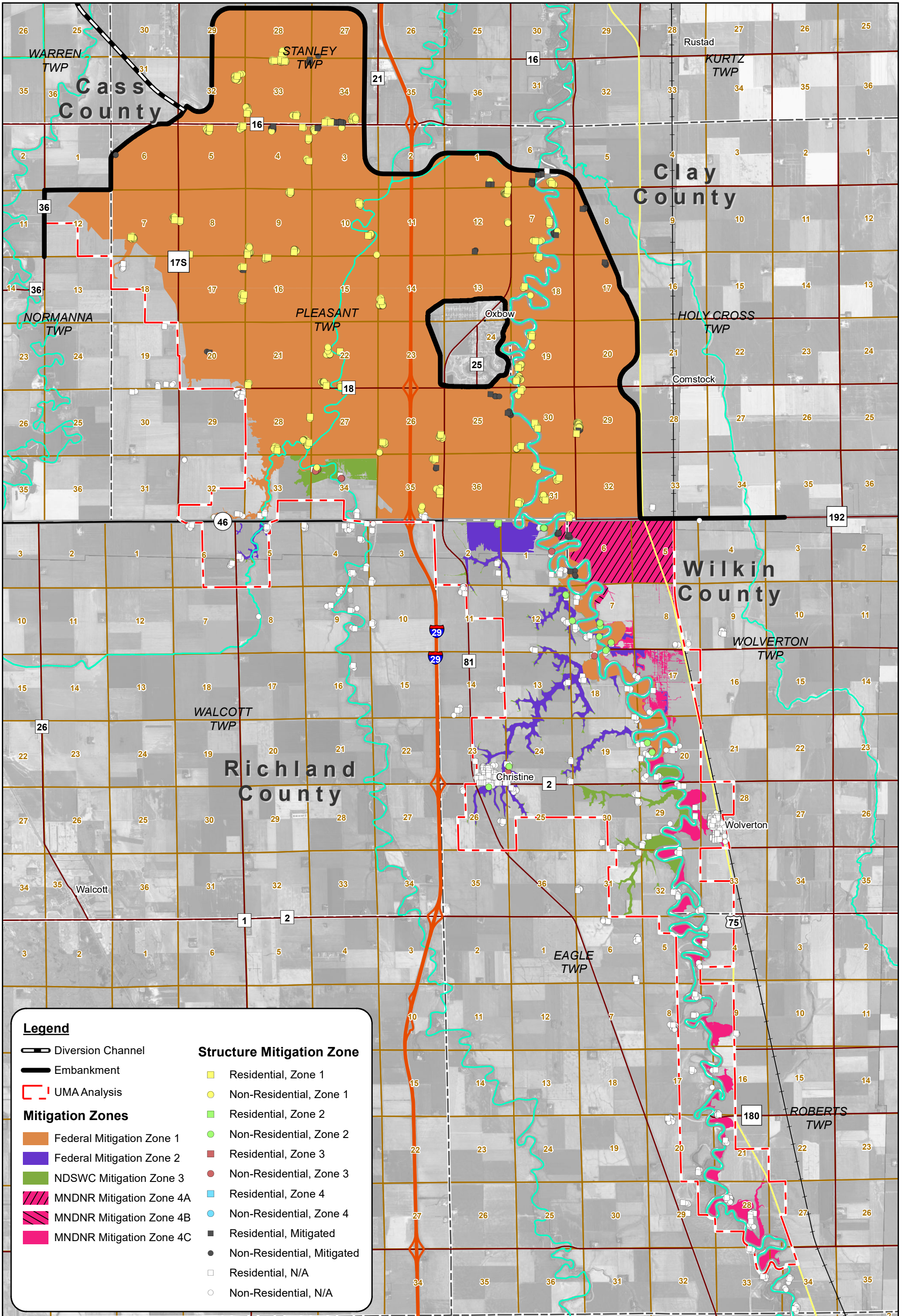
	OIN	Parcel Type	Landowner
<b>1</b>	1826	Farmstead	Ness
<b>2</b>	1968	RES	Boyer
<b>3</b>	2044 & 2045	COM and RES	Cose
<b>4</b>	2046, 2183, 2184	RES and COM	Luecke and Carlson
<b>5</b>	5028	RES	Turner

**Table 3 – Anticipated Structure Types to Receive Mitigation**

Structure Types	
<b>Residential</b>	<ul style="list-style-type: none"> <li>Slab-on-grade houses</li> <li>Split-level homes</li> <li>House with full basement</li> <li>House with attached garage</li> <li>Trailer homes</li> </ul>
<b>Non-Residential</b>	<ul style="list-style-type: none"> <li>Barns</li> <li>Sheds</li> <li>Storage Buildings</li> <li>Shops</li> <li>Pole-type buildings</li> <li>Detached garages</li> <li>Lean-to for hay/wood (might not be an insurable Structure.)</li> <li>Grain bins (considered personal property; under this designation, the owners of the grain bins will be reimbursed for the lesser of the cost to move the existing grain bin or the cost to purchase new grain bins. Refer to the PRAM for further details.)</li> <li>Other agricultural Structure types</li> </ul>

**Exhibit 1 – UMA and Mitigation Zones Map**





**Legend**

- Diversion Channel
- Embankment
- UMA Analysis

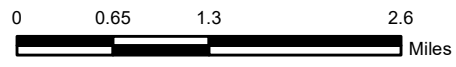
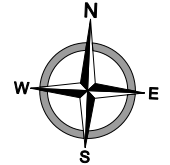
**Mitigation Zones**

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

**Structure Mitigation Zone**

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

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



Created By: KJV Date Created: 06/18/18 Date Saved: 05/26/21 Date Exported: 05/26/21  
 Plotted By: kyle.volk Parcel Date: Varies Aerial Image: N/A Elevation Data: 2008 Lidar  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
 T:\Projects\19100\19116\2021\_UMA\_PRAM\_@CLOMRS\_UMA\_Zones\_Map\_2021\_05\_19\_Sub\_Zone4.mxd

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

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Michael Redlinger, Co-Director  
Robert Wilson, Co-Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: October 24, 2024  
Re: OIN 1080Y and 1926 Excess Land Recommendation

---

## RECOMMENDATION/ACTIONS NEEDED:

Approve OIN 1080Y (7.877 acres) and OIN 1926 (11.95) to begin the process to dispose of the excess Land per the Policy on the Disposition and Management of Comprehensive Project Lands.

## BACKGROUND/KEY POINTS:

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

## ATTACHMENTS:

- Approved Memo – Excess Lands Recommendation – OIN 1080Y
- Approved Memo – Excess Lands Recommendation – OIN 1926





# Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: September 16, 2024

RE: Excess Lands Recommendation – OIN 1080Y, Subject to a Flowage Easement and Temporary Construction Easement

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 1080Y as Excess Land and begin the process to dispose of the property following the Policy.

## 2. Pertinent Facts Regarding OIN 1080Y

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	7.877 (GIS acres)  *Note that 2.96 acres of this parcel are impacted by a Temporary Construction Easement (TCE) for the next three (3) years.

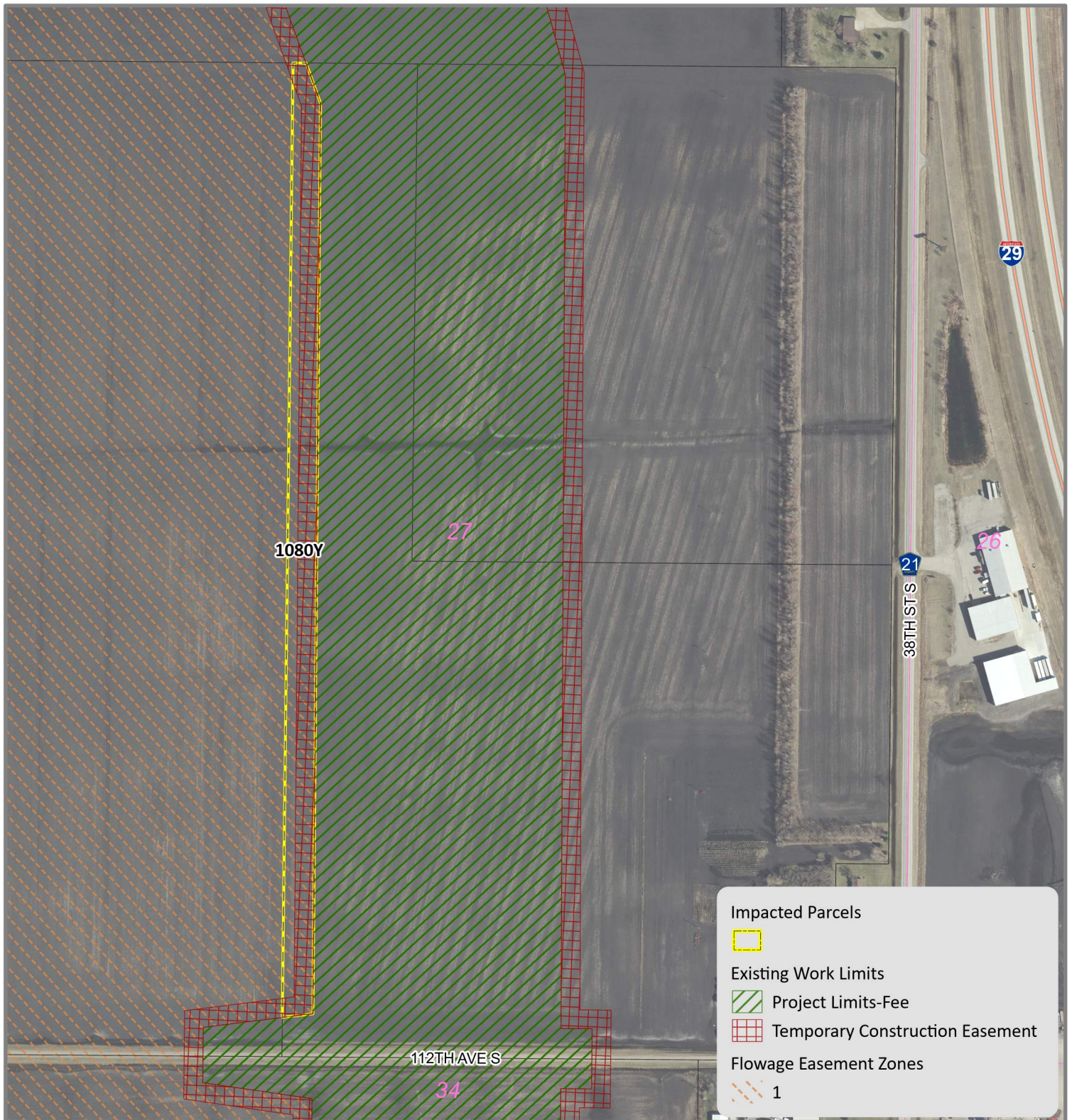
Narrative Description of Parcel(s)	OIN 1080Y is located on the unprotected side of the SE-2B area associated with the Comprehensive Project. A flowage easement and a TCE will need to be reserved on this parcel.
Purchase Date	June 13, 2024
Purchase Price	\$1,970,654 *for all of OINs 1080 and 1081
Proposed Sale Price	\$53,000  *Based on roughly \$6,700/acre for encumbered tillable farmland with a TCE.
Former Owner	Rosella Bellemare
Adjacent Owners	OIN 1079X – David Germanson
Property Management Approach	This parcel was acquired only a few months ago and therefore no property management has been needed to date.
Property Taxes	The 2023 property taxes were \$882.50
Relation to Construction	This entire parcel (OIN 1080) was purchased for the construction of SE-2B. OIN 1080Y is a strip of tillable farmland along the western edge of the property that is not impacted by construction of the Comprehensive Project. OIN 1080Y will be subject to a flowage easement as well as a TCE needed for the next three (3) years.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

### 3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1080Y as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands

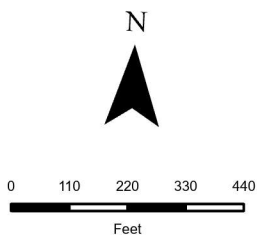




*Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.*

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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



Locator Map Not to Scale

**OIN: 1080Y**  
**Owner: CASS COUNTY JOINT WATER**  
**RESOURCE DISTRICT**  
**PIN: 64-0000-02500-060**  
**Cass County, ND**  
 FM AREA DIVERSION  
 Map Date: 8/30/2024





## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

### OIN 1080Y – Description – Fee Title Parcel:

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South 87°55'52" West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North 01°50'40" West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning; thence North 80°23'36" East for a distance of 90.00 feet; thence North 02°01'23" West for a distance of 2424.70 feet; thence North 22°21'24" West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter; thence South 87°57'08" West, along the northerly line of said Southeast Quarter, for a distance of 41.45 feet to the northeast corner of the West 60.00 acres of said Southeast Quarter; thence South 01°50'40" East, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 2544.04 feet to the true point of beginning

Said tract contains 4.917 acres, more or less, and is subject to easements as may be of record.

### OIN 1080Y – Description – TCE (Temporary Construction Easement):

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

A strip of land 50.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the southeast corner of said Southeast Quarter; thence South 87°55'52" West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North 01°50'40" West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning of the line to be described; thence North 80°23'36" East for a distance of 90.00 feet; thence North 02°01'23" West for a distance of 2424.70 feet; thence North 22°21'24" West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the easterly line of the West 60.00 acres of said Southeast Quarter on the west and to intersect the northerly line of said Southeast Quarter on the north.

Said tract contains 2.960 acres, more or less.

OIN 1080Y – Description – Flowage Easement (Zone 1):

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South 87°55'52" West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North 01°50'40" West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning; thence North 80°23'36" East for a distance of 90.00 feet; thence North 02°01'23" West for a distance of 2424.70 feet; thence North 22°21'24" West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter; thence South 87°57'08" West, along the northerly line of said Southeast Quarter, for a distance of 41.45 feet to the northeast corner of the West 60.00 acres of said Southeast Quarter; thence South 01°50'40" East, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 2544.04 feet to the true point of beginning

Said tract contains 4.917 acres, more or less.

## Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1080Y as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

*Robert W. Wilson*

\_\_\_\_\_  
Robert Wilson  
Co-Executive Director

09/16/2024

Date

*Michael Redlinger*

\_\_\_\_\_  
Michael Redlinger  
Co-Executive Director

09/16/2024

Date



# Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: August 30, 2024

RE: Excess Lands Recommendation – OIN 1926, subject to Flowage Easement

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 1926 as Excess Land and begin the process to dispose of the property following the Policy.

## 2. Pertinent Facts Regarding OIN 1926

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	11.95 acres

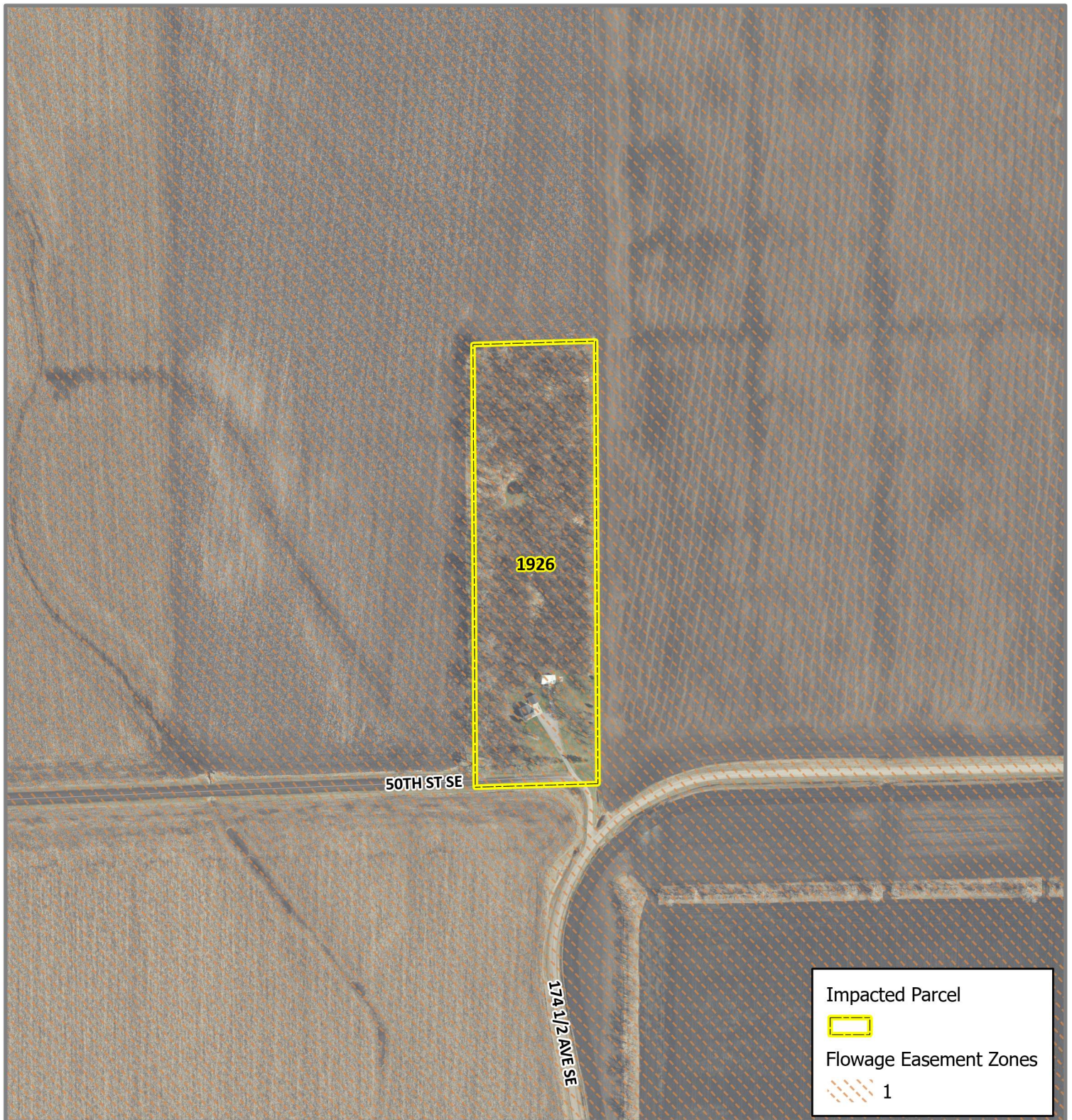
Narrative Description of Parcel(s)	OIN 1926 is located on 50 <sup>th</sup> St SE approximately one mile east of I-29 in the Upstream Mitigation Area associated with the Comprehensive Project.
Purchase Date	August 31, 2017
Purchase Price	\$400,000
Proposed Sale Price	\$65,700 Based on \$5,500/acre for flowage easement encumbered recreational land.
Former Owner	Scott Young
Adjacent Owners	OIN 1924 – Jordan Young OIN 1925 – Annette Clemedtson OIN 1927 – Theresa Nelson GST Trust (In Eminent Domain) OIN 1929 – Brodshaug Cass County Farms LLLP
Property Management Approach	This parcel has been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	There have been no recorded property taxes on this parcel since 2020, which came in at \$2,033.06.
Relation to Construction	This parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development. This sale will also need to reserve the right to enter the property for removals of trees needed for other parts of the project.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

### 3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1926 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands

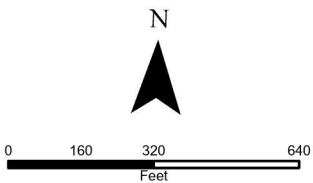




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All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 1926  
**CASS COUNTY JOINT WATER RESOURCE DISTRICT**  
 Parcel ID: 57-0000-10289-030  
 Cass County, ND

FM AREA DIVERSION  
 Map Date: 8/30/2024





## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the Warranty Deed dated September 1, 2017

Auditor's Lot One, of the Southwest Quarter of Section Twelve, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.

## Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1926 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

*Robert W. Wilson*

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Robert Wilson  
Co-Executive Director

08/30/2024

Date

*Michael Redlinger*

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Michael Redlinger  
Co-Executive Director

08/30/2024

Date

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Michael Redlinger, Co-Director  
Robert Wilson, Co-Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: October 24, 2024  
Re: OIN 837 Excess Land

---

## RECOMMENDATION/ACTIONS NEEDED:

Approve the sale price of \$4,500 for excess land parcel OIN 837

## BACKGROUND/KEY POINTS:

In February 2024 an excess land recommendation for OIN 837 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$7,500 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts no interest was received, and the parcel was made available for public sale. A few interested parties came forward but ultimately decided the purchase was not a good fit for them. A new interested party has come forward but is proposing the purchase of the property for \$4,500, which is lower than the original approved value of \$7,500. In efforts to dispose of this property we are requesting that approval to proceed with this sale for \$4,500.

Current expenses associated with the property are mowing and weeding for \$1,768 annually

## ATTACHMENTS:

- Approved Memo – Excess Lands recommendation – OIN 837



# Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 837, subject to a Flowage Easement

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 837 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

## 2. Pertinent Facts Regarding OIN 837

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	1.66 acres

Narrative Description of Parcels	OIN 837 is located along the east side of Cass County Hwy 17 between 49 <sup>th</sup> Street SE and 50 <sup>th</sup> Street SE. The parcel is in the UMA. The former structures on this parcel have been removed.
Purchase Date	November 18, 2021
Purchase Price	\$217,000 (for the lot and structures that have now been removed from property)  Land appraised for \$98,000 in the “before” condition and \$4,300 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$7,500  Based on a \$4,500 per acre rate.
Former Owner	Dennis & Mary Jane Hanson
Adjacent Owners	OIN 835 – Rosemarie Duval  OIN 5023 – Cindy Norberg  OIN 838 – Theresa Nelson GST Trust
Property Management Approach	OIN 837 gets mowed four (4) times during the growing season, with spring and fall weed spraying.
Property Taxes	The 2022 property taxes were \$0  The 2021 property taxes were \$1,343.69
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

### 3. Conclusion and Recommendation

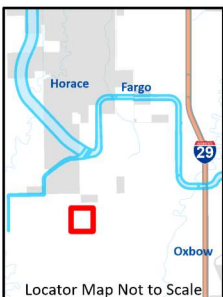
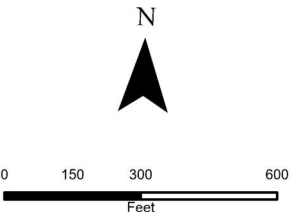
Based on the pertinent facts presented above, it is recommended to declare OIN 837 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands





*Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.*  
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



**OIN: 837**  
**CASS COUNTY JOINT WATER RESOURCE DISTRICT**  
**Parcel ID: 57-0000-10264-000**  
**Cass County, ND**

FM AREA DIVERSION  
 Map Date: 12/15/2023





## Exhibit B: Legal Descriptions for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated November 15, 2021:

### WARRANTY DEED

THIS INDENTURE, made this 15 day of November, 2021, between Mary Jane Hanson, an unmarried person, GRANTOR, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

A tract of land described as follows, to-wit: Commencing at the Southwest corner of the NW¼ of Section 8, in Township 137 North, of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, thence East 278 feet, thence North 340 feet, thence West 278 feet, and thence South to the Point of Beginning a distance of 340 feet, more or less.

(the "Property")

## Exhibit C: Declaration of Excess Land Form

I hereby declare that           OIN 837 as noted in Exhibit A           (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen  
Executive Director

February 9, 2024  
Date

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Michael Redlinger, Co-Director  
Robert Wilson, Co-Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: October 24, 2024  
Re: OIN 2185 Excess Land

---

## RECOMMENDATION/ACTIONS NEEDED:

Approve the sale price of \$4,000 for excess land parcel OIN 2185.

## Background/Key Points:

In February 2024 an excess land recommendation for OIN 2185 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$10,500 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts no interest was received, and the parcel was made available for public sale. One interested party came forward but ultimately decided the purchase was not a good fit for them. A new interested party has come forward but is proposing the purchase of the property for \$4,000, which is lower than the original approved value of \$10,500. In efforts to dispose of this property we are requesting that approval to proceed with this sale for \$4,000. Current expenses associated with the property are mowing and weeding for \$2,392 annually.

## ATTACHMENTS:

- Approved Memo – Excess Lands recommendation – OIN 2185



# Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 2185, subject to a Flowage Easement

## 1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 2185 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

## 2. Pertinent Facts Regarding OIN 2185

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	2.44 acres

Narrative Description of Parcels	OIN 2185 is located off of 50 <sup>th</sup> St SE in the Upstream Mitigation Area associated with the project. This former residential property has had all structures removed from the property as part of the project.
Purchase Date	September 9, 2021
Purchase Price	\$148,500 (for the lot and structures that have now been removed from property)  Land appraised for \$80,000 in the “before” condition and \$7,000 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$10,500  Based on a \$4,500 per acre rate.
Former Owner	Duane & Donna Siebels
Adjacent Owners	OIN 850 – Richard Revocable Trust  OIN 838 – Theresa Nelson GST Trust
Property Management Approach	No property management approach has been taken to date.
Property Taxes	The 2021 property taxes were \$1,176.36
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

### 3. Conclusion and Recommendation

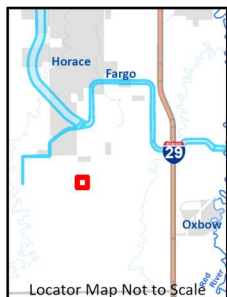
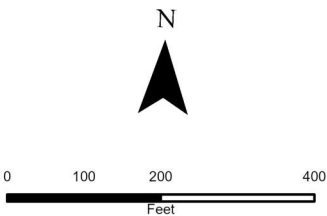
Based on the pertinent facts presented above, it is recommended to declare OIN 2185 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands





*Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.*  
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



**OIN: 2185**  
**CASS COUNTY JOINT WATER RESOURCE DISTRICT**  
**Parcel ID: 57-0000-10266-000**  
**Cass County, ND**

FM AREA DIVERSION  
 Map Date: 12/15/2023





## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated September 10, 2021:

### WARRANTY DEED

THIS INDENTURE, made this 10<sup>th</sup> day of September, 2021, between Duane A. Siebels and Donna Siebels, husband and wife, GRANTORS, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTORS do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

Auditor's Lot Number 2 of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Cass County, North Dakota, said Auditor's Lot is described as follows:

Commencing at a point which is 720 feet East of the Southwest corner of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Pleasant Township, Cass County, North Dakota, and said point is the true point of beginning of Auditors Lot 2 hereinafter described; thence East and along the South Section line of said Southwest Quarter for a distance of 380 feet; thence North and parallel to the West Section line of said Southwest Quarter for a distance of 280 feet; thence West and parallel to said South Section line for a distance of 380 feet; thence South and parallel to said West Section line for a distance of 280 feet to the point of beginning.



## Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 2185 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

*Joel Paulsen*

\_\_\_\_\_  
Executive Director

February 9, 2024

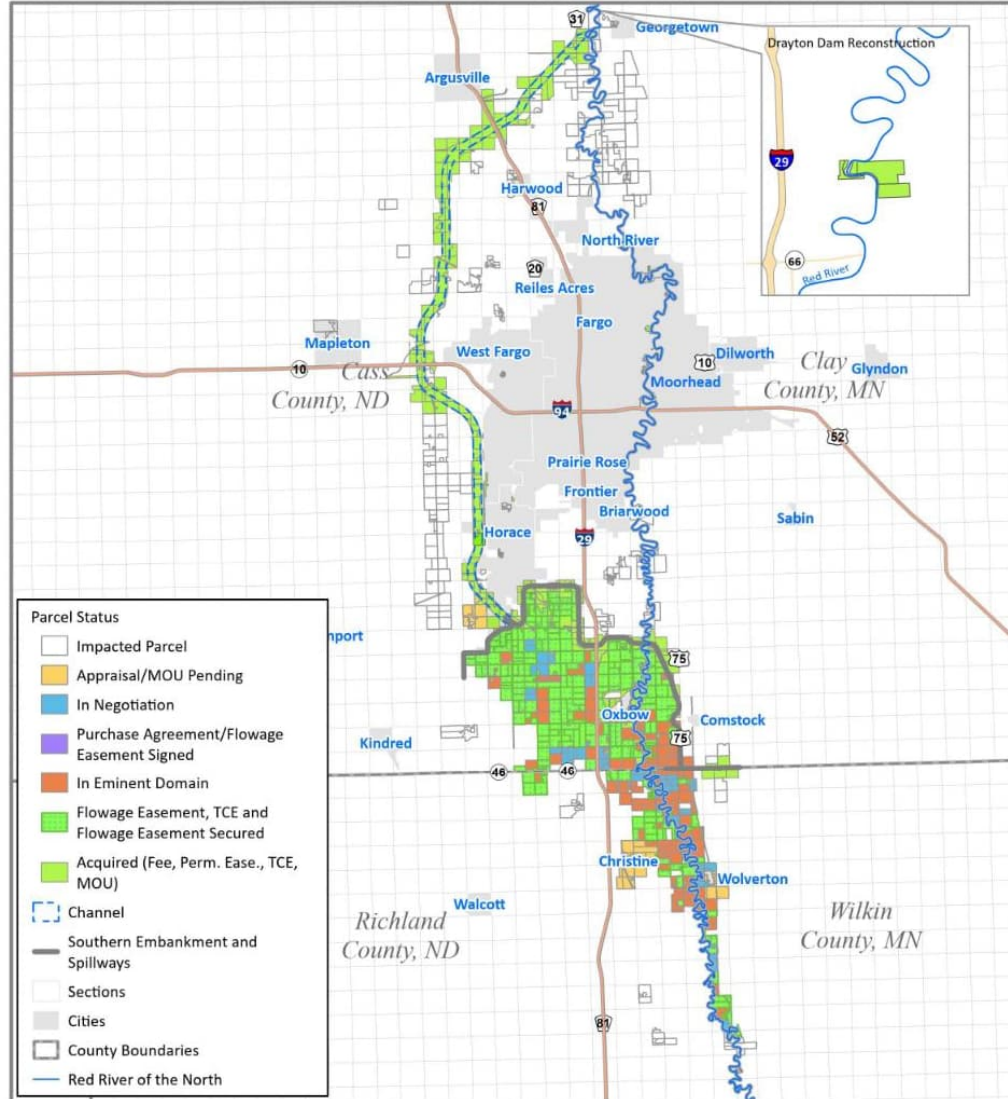
Date



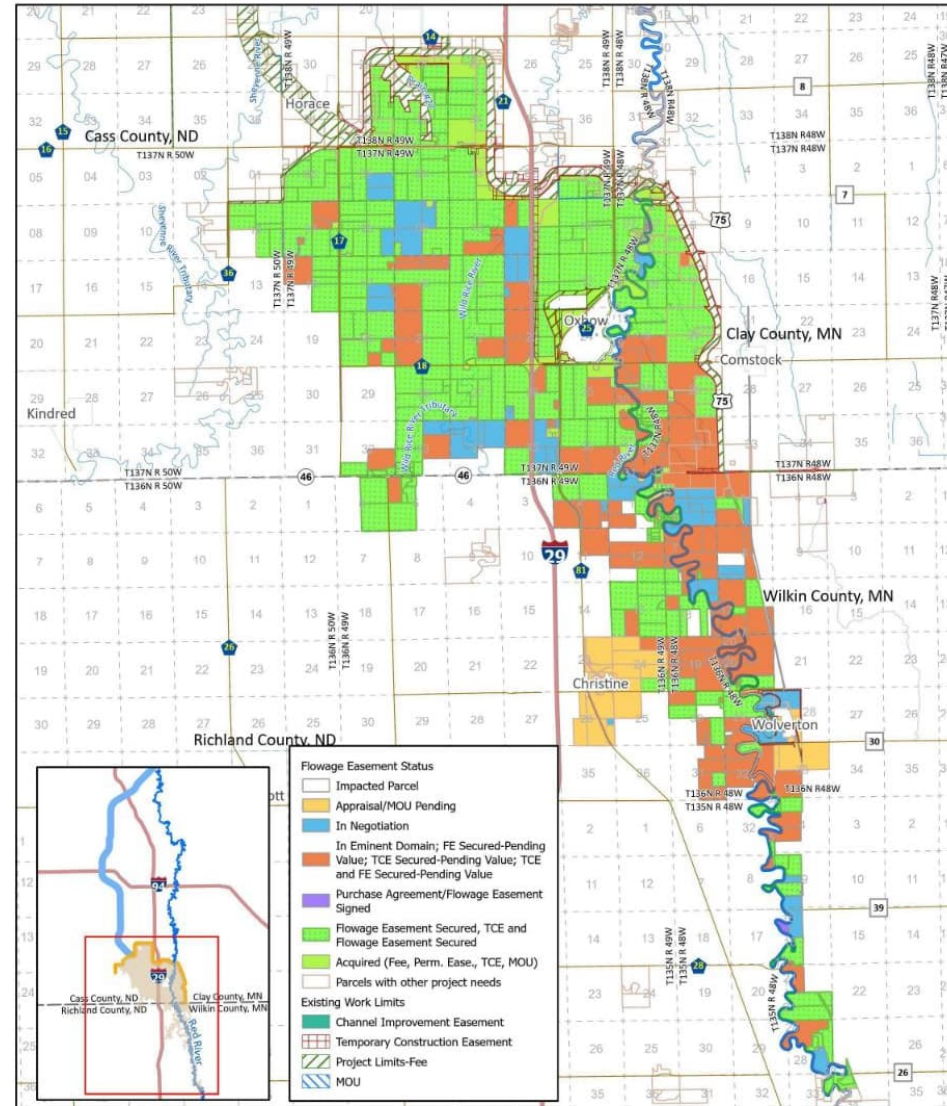
METRO  
FLOOD  
DIVERSION  
AUTHORITY

October 2024





Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.  
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords\C\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Lands Program Management\Progress



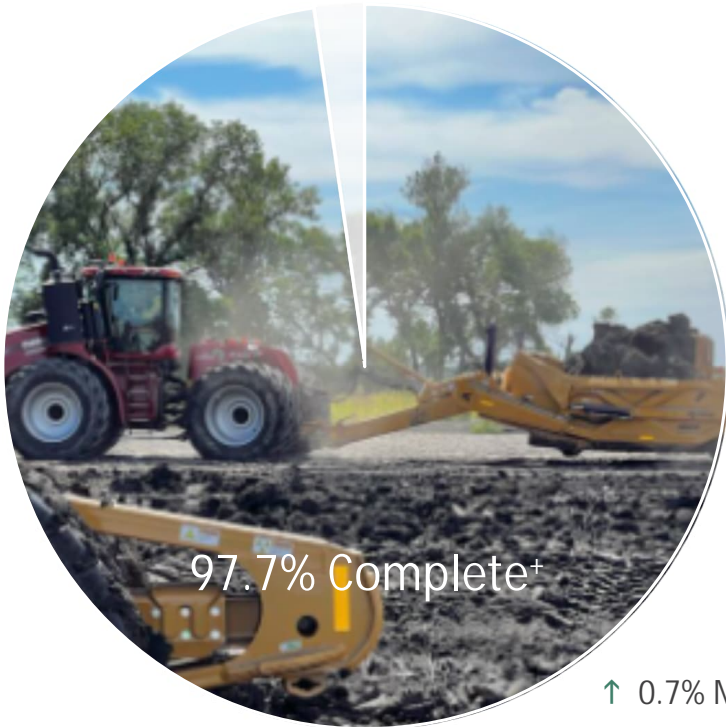
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.



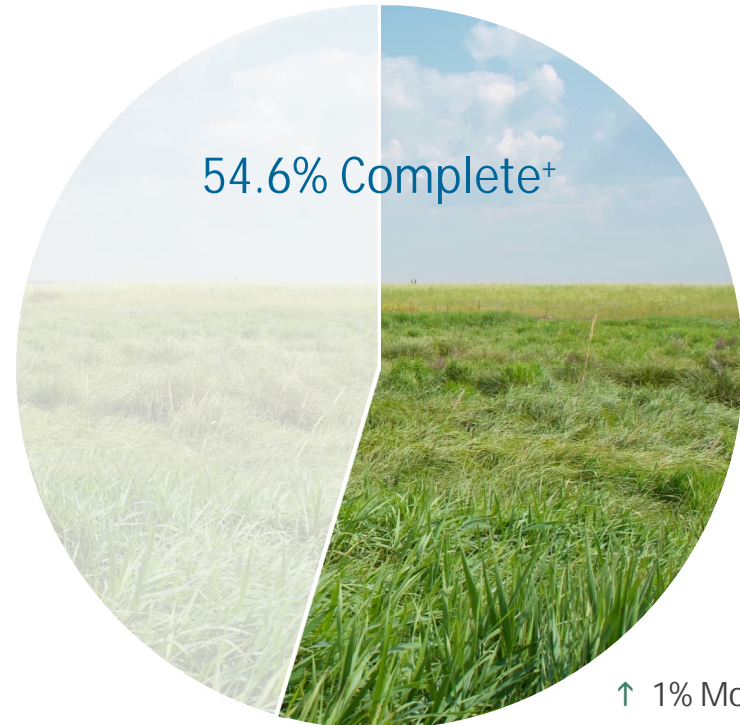
# Property Acquisition Progress



### Construction Footprint\*



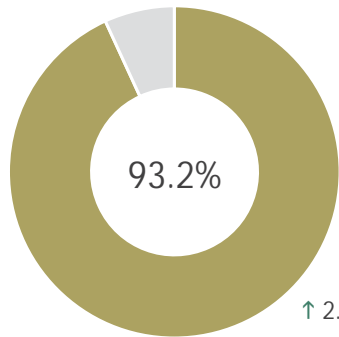
### UMA Footprint\*\*



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

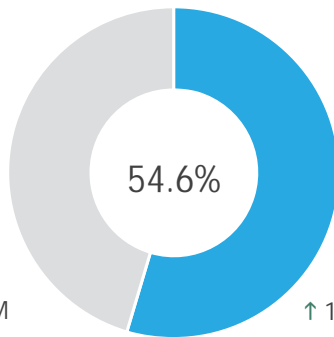
\*\* Includes parcels for Christine and Wolverton  
As of October 15, 2024

# Property Acquisition Progress by Location



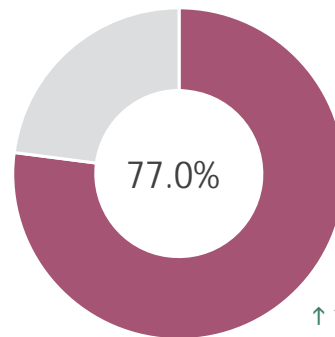
↑ 2.1% MoM

Southern Embankment & Associated Infrastructure



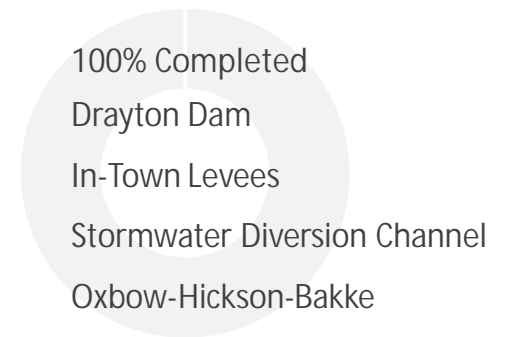
↑ 1% MoM

Upstream Mitigation Area



↑ 1.5% MoM

Environmental Monitoring Easements



100% Completed

Drayton Dam

In-Town Levees

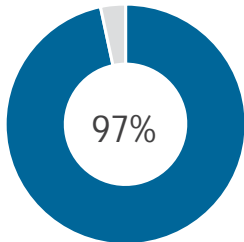
Stormwater Diversion Channel

Oxbow-Hickson-Bakke

As of October 15, 2024

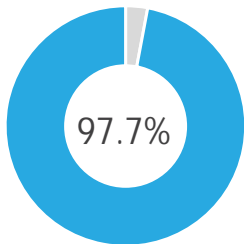
# Landowner Overview

## Construction Footprint\*



298 Owner Groups  
264 in ND & 35 in MN<sup>+</sup>  
289 settlements achieved  
10 in litigation

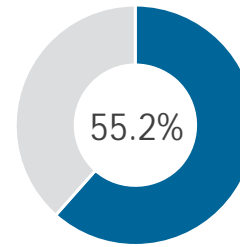
97% of owner groups have settled



576 Parcels  
563 settlements achieved  
13 in litigation

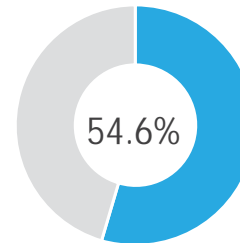
97.7% of parcels have been acquired

## UMA Footprint\*\*



290 Owner Groups  
221 in ND & 71 in MN<sup>+</sup>  
160 settlements achieved  
81 in litigation

55.2% of owner groups have settled



645 Parcels  
352 settlements achieved  
159 in litigation

54.6% of parcels have been acquired

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

<sup>+</sup> Some owner groups have property in both states

\*\* Includes Christine and Wolverton parcels



# Key Activities

- Continue negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed on 16 parcels / 4 owners
  - 4 parcels in the construction footprint
  - 6 parcels in the UMA footprint
  - 6 parcels with environmental monitoring easements
- Continuing the process of disposing of Excess Lands
  - 28 parcels / 313.37 acres have been approved as Excess Lands
    - 10 parcels / 188.66 acres are moving through the Policy
    - 18 parcels / 124.71 acres have been sold or pending closing
- Initiating the process for farmland leases in 2025
- Continuing the process of releasing TCEs
- For Minnesota properties, vacate dates for owners of occupied structures
  - Deadline in Clay County = April 1<sup>st</sup>, 2025
  - Deadline in Wilkin County = June 1<sup>st</sup>, 2025





# Rural Impact Mitigation Program (RIMP) Update

Jodi Smith

MFDA Land Committee and Board Meetings

October 2024



# Outline

Overview & Background  
Eligibility & Process  
Budget Status  
Loan Properties

# RIMP Overview



**The Need:** The FM Area Diversion requires displacing ~12 farmsteads.



**The Challenge:** The federal Uniform Relocation Act (URA) provides relocation payments for select displaced property, such as residential properties, but not for farmsteads or businesses.



**The Solution:** The Rural Impact Mitigation Program (RIMP) provides financial assistance to relocate and re-establish farmsteads (as well as rural businesses and nonprofit organizations) affected by the FM Area Diversion Project.



# RIMP Overview



- One goal of the RIMP is to ensure that construction of the FM Area Diversion will not harm the economic vitality of the local farm and rural business community.
- The RIMP is for situations where a suitable replacement farmstead is not available for the displaced farm business to relocate.
- Eligible farmsteads receive a forgivable loan to assist with covering the "gap" between the cost of rebuilding a comparable farmstead and the depreciated value of the existing farmstead.

# RIMP Overview



Property owner(s) must operate a business, farm, or nonprofit from the displacement site to be eligible for RIMP payment



The RIMP payment is a forgivable loan. The owners of the displaced farm are required to spend the RIMP payments on re-establishment of their operations and continue operating for 10 years after the loan is made to receive full loan forgiveness.



The RIMP loan is fixed at full-value for 5 years, then reduced 20% per year for the next 5 years.



# Eligibility & Process



## Eligibility

- 1) The farmstead or rural business must be displaced by the comprehensive project; and
- 2) A suitable replacement farmstead or business is not available for the displaced farmstead or rural business, as determined by the acquiring agency; and
- 3) The property owner must operate a farmstead or business from the displacement site, and;
- 4) The replacement site must be constructed on a site in the vicinity of the comprehensive project, generally considered within the counties of Cass, Richland, Barnes or Traill counties in North Dakota and Clay, Wilkin, Becker or Norman counties in Minnesota.

## 27-Step Process

Includes:

- appraisers
- land agents
- management consultant
- MFDA staff
- Legal counsel
- CCWRJD and MCCJPA boards

# Process Summary



- 1) Board Approval of Eligibility
- 2) Board Approval of RIMP Loan Report
- 3) Board Approval of Settlement (includes acquisition of property rights necessary for FM Area Diversion construction/operation)
- 4) Mortgage, Promissory Note, Escrow Agreement
- 5) Closing and Fund Disbursement
- 6) Reimbursement Payments from Escrow Fund
- 7) Construction Confirmation



# RIMP By The Numbers



## RIMP Loan Budget Summary

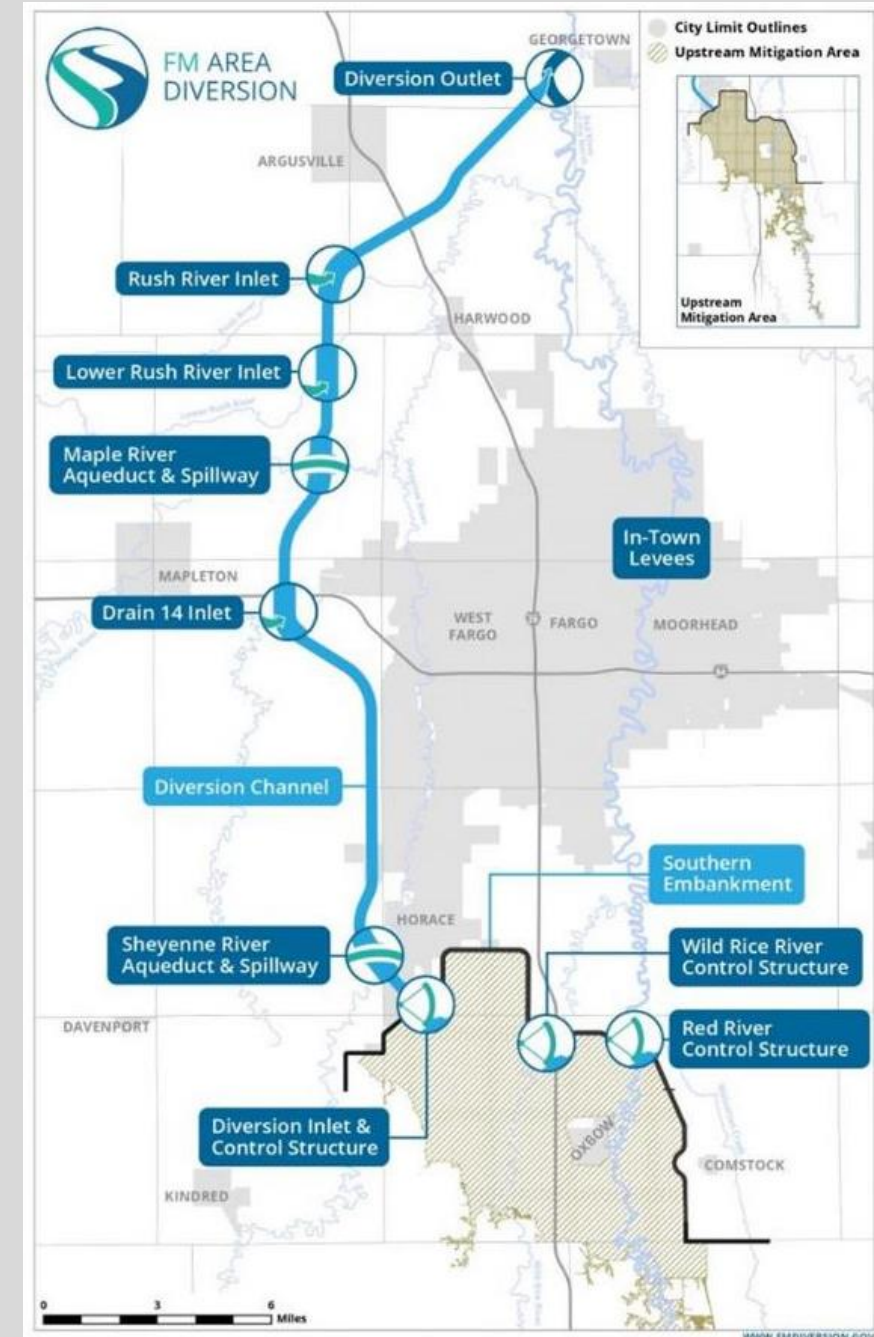
- Overall budget of \$20 million for RIMP Loans
- \$12,325,119 accounted for in closed out and active loans
- \$2,952,170 accounted for in offered but not yet accepted loans
- \$3,553,456 in future loan estimates
- \$1,169,255 remaining in budget for other eligible participants

## Program Participants to Date

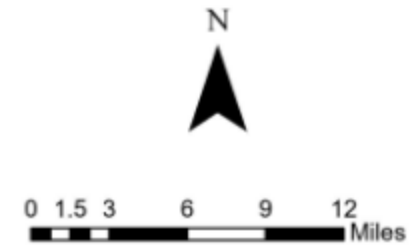
- 6 Active Loans
- 6 Loans have been fulfilled and closed out
- 4 have been deemed eligible and are moving through the process

## Loan Usage by Geography

- 2 Business Relocations in the Drain 27 Wetland Project
- 3 Business Relocations in the Diversion Channel
- 7 Business Relocations in the Upstream Mitigation Area



# RIMP Sites & Relocations



Original Locations	New Locations	
● OIN 220	● OIN 220 Prairie Scale	● OINs 1916 and 818 Larry and Susan Richard
● OIN 1093	● OIN 220 Prairie Storage	● OIN 2014 Odegaard Farm Headquarters
● OINs 1112 & 1113	● OIN 1093 Richard Farm Enterprises	● OIN 2016 Nipstad Farms Inc.
● OIN 1899	● OIN 1112 and 1113 Sauvageau Farms	● OIN 8385 Score Brothers Construction
● OINs 1916 & 818	● OIN 1899 Matts Flooring	● OIN 8386 Westby
● OIN 2014		● OIN 9754 Schmitz and Brennan LLC
● OIN 2016		
● OIN 8385		
● OIN 8386		
● OIN 9754		
● OIN 9993		





# Specific Loan Properties: 6G Farms





# Specific Loan Properties: Nipstad





# Specific Loan Properties: Odeggaard





# Specific Loan Properties: Sauvageau







[www.FMDiversion.gov](http://www.FMDiversion.gov)





US Army Corps of Engineers®  
St. Paul District

# FARGO MOORHEAD DIVERSION PROJECT

# MONTHLY UPDATE

15 Oct 2024

## 1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

## 2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Construction completion date will be revised pending outcome of modifications to the gate machinery design. Schedule for remaining work: 2024-2025: Complete operating machinery corrections; training and commissioning.

## 3 I-29 Raise – Construction

Includes approximately 4 miles of interstate raise between County Roads 16 and 18. Construction is 99% complete. Final inspection held 3 January 2024; turf establishment inspection held 29 August. Preparation of O&M documents and turnover is ongoing.

## 4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 67% complete. Construction completion date is 19 March 2026. 400,000 cy of embankment material continues to be hauled across the Red River for use in east embankment. Tainter gate #2 is being assembled on site and construction of dam walls ongoing.

## 5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract awarded 17 May 2023. Completion date for wetland establishment is 1 December 2027.

## 6 Drayton Dam Mitigation Project Design - Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. Dedication ceremony held on site Wednesday, 25 September 2024 – see group photo on page 2.

## 7 Southern Embankment – Reach SE-2A - Construction

Construction is 70% complete. Contractor mobilization to complete work is ongoing. Scheduled completion date is 13 October 2024.

## 8 FY2024 Contract Awards:

OHB Ring Levee: Awarded 22 February and is 12% complete. Inspection trench, earthwork and storm sewer activities ongoing. Contract completion date is 31 August 2025.

Reach SE-1B: Awarded 27 February and is 23% complete. Stripping, hauling, road subgrade and box culvert work continues. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 20% complete. Stripping, inspection trench, embankment placement, and weir construction ongoing. Contract completion date is 30 October 2025.

Forest Mitigation: Contractor is preparing lands for additional planting next season.

Reach SE-4: Contract awarded 28 May 2024 to PWS, Inc., Brooklyn Park, MN. Contract completion date is 3 June 2026.

## 9 Southern Embankment Design: Remaining Reaches:

SE-3: Final reviews underway ..... Contract award: January 2025

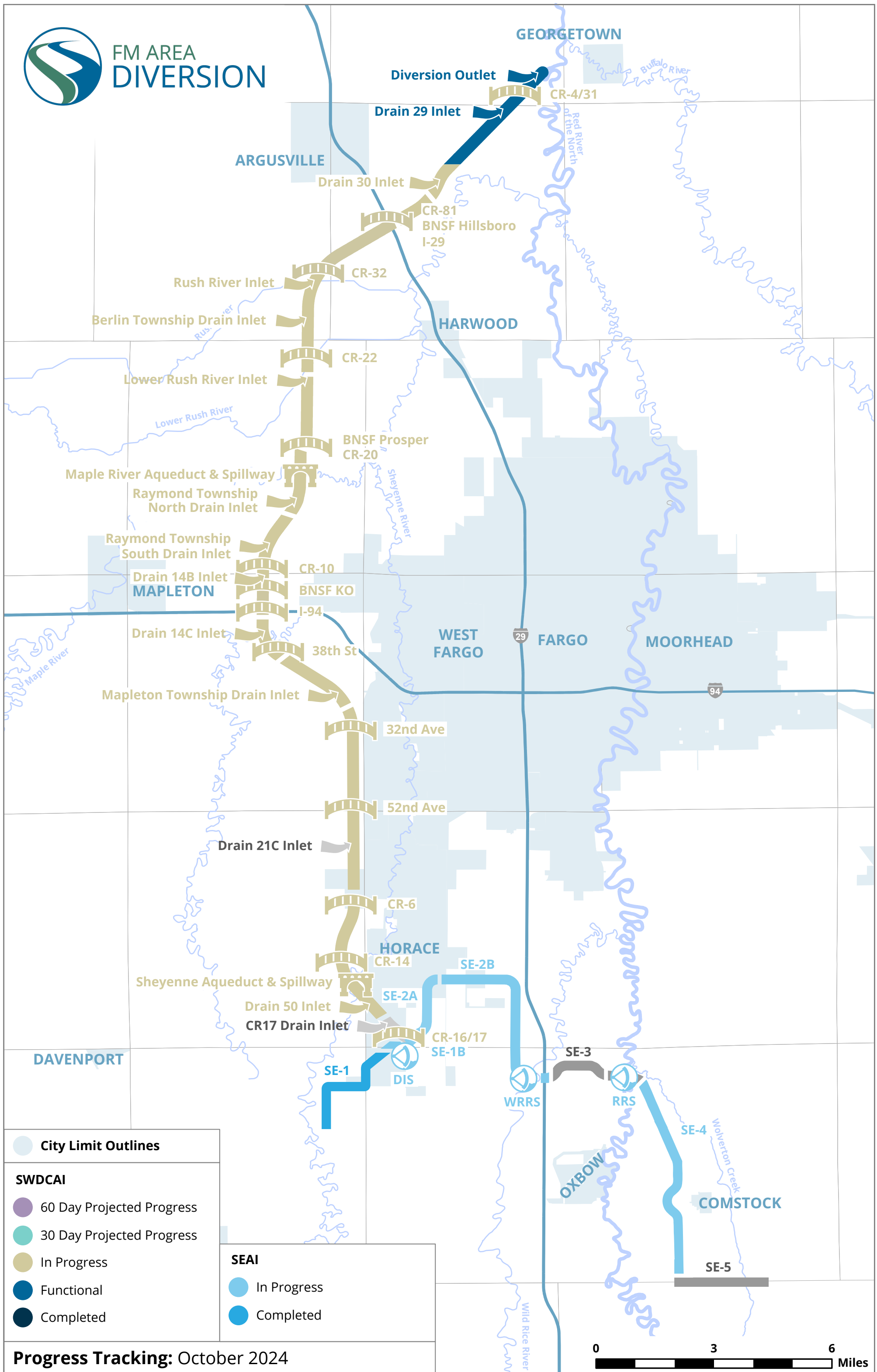
SE-5: final reviews underway ..... Contract award: January 2025



Drayton Dam Mitigation Project – Dedication Ceremony, 25 September 2024



# FM AREA DIVERSION



**City Limit Outlines**

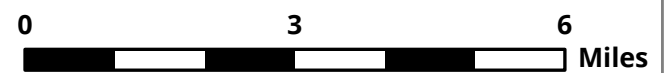
**SWDCAI**

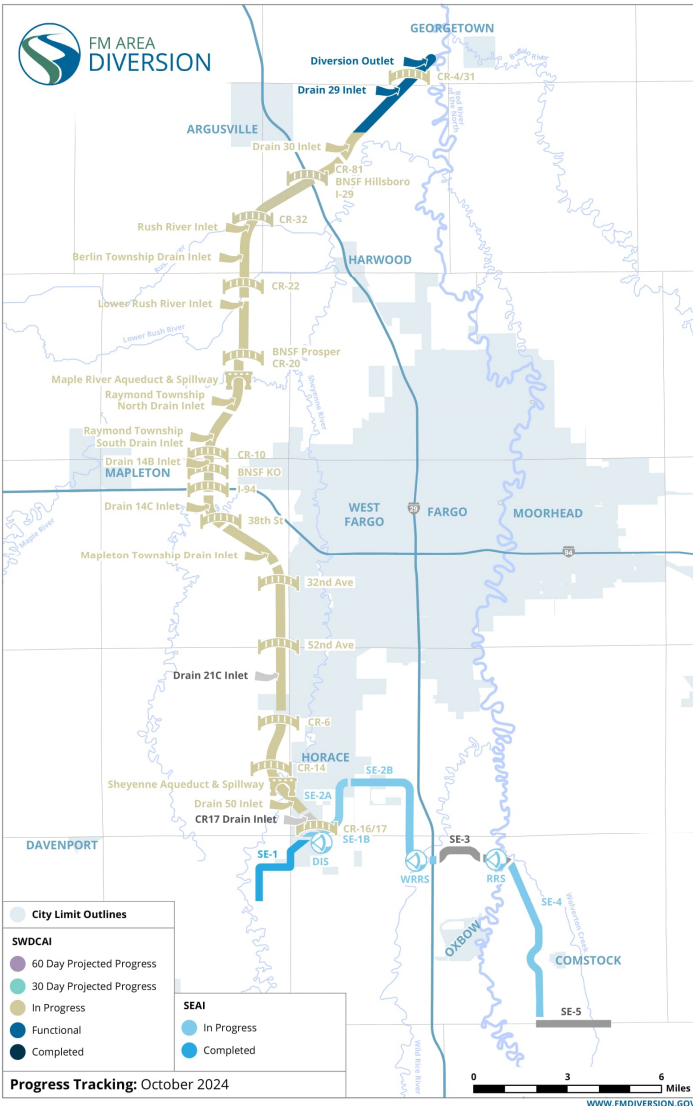
- 60 Day Projected Progress
- 30 Day Projected Progress
- In Progress
- Functional
- Completed

**SEAI**

- In Progress
- Completed

**Progress Tracking: October 2024**





### New Features Under Construction

- Drain 50 Inlet
- Southern Embankment Reach 4

### 30- to 60-Day Outlook

- CR-4/31 (Open to Traffic / Functional)
- Drain 30 Inlet (Functional)
- Reach 1 & 2 (Functional)
- CR-32 (Open to Traffic / Functional)

### Misc. Highlights

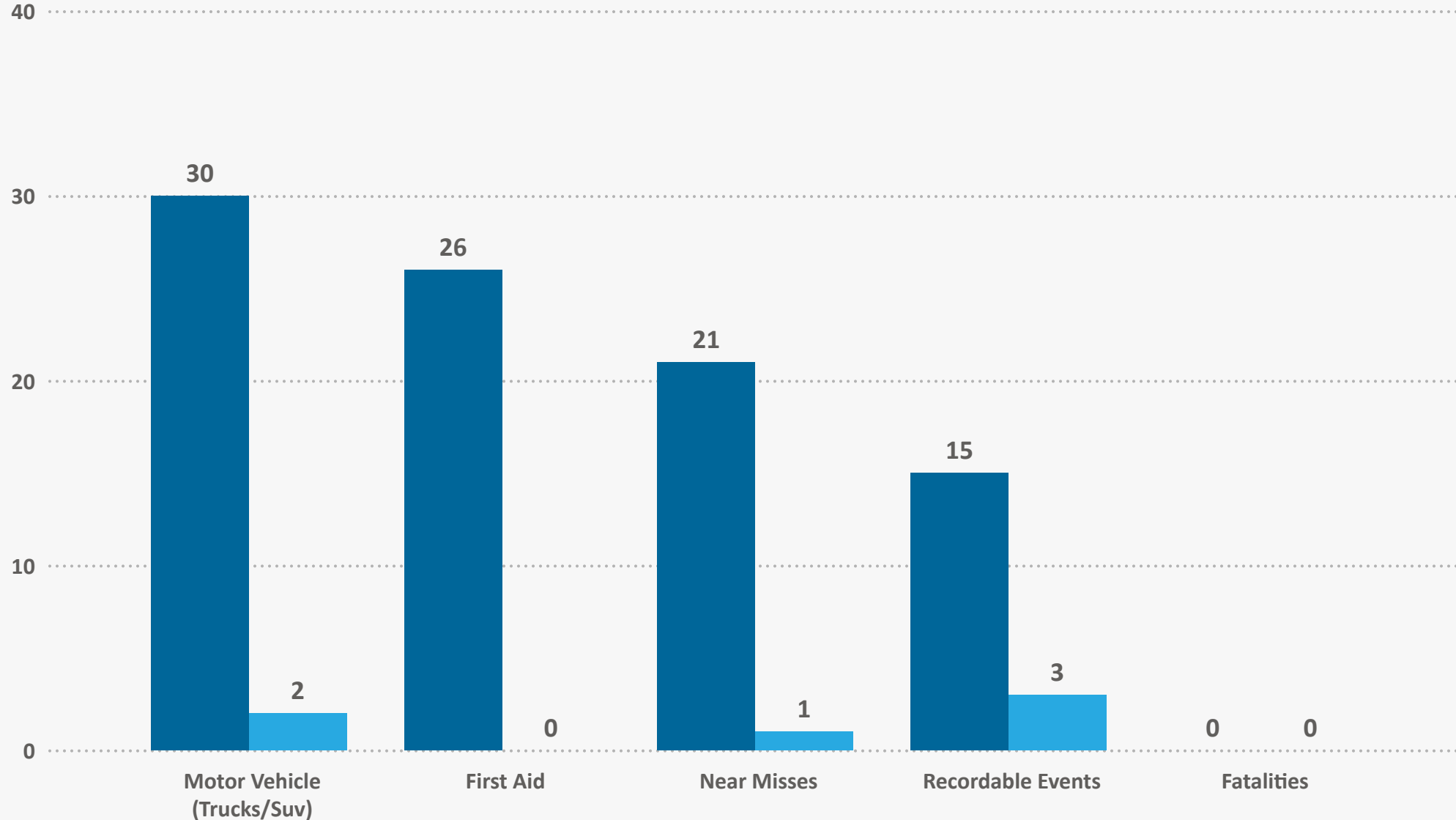
- Channel Reaches 1, 2, & 3 (portions undergoing permanent seeding; tree plantings getting underway; maintenance road graveling underway)
- Bridge deck placements
  - I-29 southbound
  - County Road 10
  - 38th St. W.
- I-94 (setting bridge girders)

# FM Area Diversion Safety Statistics - September 2024

Current Reporting Period: September 1 - September 30

## Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



## City of Fargo Led Projects

Sum of Current Reporting Period	Sum to Date
0	1
Incidents	Incident

## Authority Led Projects

Sum of Current Reporting Period	Sum to Date
0	1
Incidents	Incident



## PMC P3 SUMMARY REPORT FOR SEPTEMBER 2024

Issue Date - October 16, 2024

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### PROGRESS

Construction of the SWDCAI is approximately 46%<sup>1</sup> complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below. Bridge crossings have been the focus during this reporting period.

- **Aqueducts:** Maple River Aqueduct – Pile driving continued at wingwalls 5, 6 & 7; and concrete placements have been done on an average of twice a week, especially for the flume vertical wall sections and at the west abutment stage 2 area. Sheyenne River Aqueduct – Batter pile driving continued at wingwall 3; tension hooks have been welded to driven H-piles 4 and 8; black rebar was removed from the site; and epoxy reinforcing bar was delivered at the month's end.
- **Stormwater Diversion Channel:** Reaches 1, 2 and 3 - Levee Monitoring Systems have been installed; and post survey is being conducted for as-builts. Currently the focus for excavation has been on the mainline channel, low flow channel, building levee, toe-drains, excavated material berms (EMB's) and maintenance roads at the south end of the project in Reaches 10, 11, 12 and 13. Tree planting continued primarily in Reach 03. Most of the dead end terminations of township roads have been constructed but are waiting for gravel placement. Winter preparations have begun with building protective flood berms within all reaches. CR 16/17 de-watering operations continue in the mass excavated area between the crossing abutments.
- **Interstate Crossings:** Interstate 29 – Installation of falsework and overhangs for bridge deck continues; and concrete was placed for the deck diaphragms. Interstate 94 – All four abutments now have concrete placed. All the piers are complete on the eastbound bridge with one pier cap. Significant resources have been assigned to accelerate to meet the November 1 winter shut down required by NDDOT.
- **County Road Crossings:** CR 4/31 - Geofam installation and backfill is complete, and now preparing for the approaches to have asphalt laid. CR 32 - Geofam is installed and backfilled on both sides. CR 81 – H-pile driving to south abutment was completed. CR 22 – installation of falsework for decking continues. CR 20 – Concrete decking was placed and now curing. CR 10 – geofam installation at the east and west abutments along with backfilling, falsework to decking and overhangs continues. 38th St – epoxy rebar is being tied for the decking and end walls; and formwork for the end walls continue. 32nd Ave – building girder access road and stripped pier cap 1. 52nd Ave - Concrete has been placed in columns at piers 1 and 2. Lower Rush River Maintenance Bridge - concrete placement for the bridge decking was achieved.
- **Hydraulic Structures:** Rush River Inlet is on hold. Lower Rush River Inlet – Epoxy rebar decking was completed; preparing assembling and calibrating the Bidwell for concrete decking placement. Raymond Township South Drain Inlet – the trash rack and danger signs have been installed awaiting the flap gate delivery and installation. Drain 14B Inlet – structural excavation of the upstream headwall continues. Mapleton Township Drain 24 - upstream and downstream headwalls have been constructed.
- **Diversion Outlet:** The Red River has receded, RRVA has begun evaluating the boulder placement.
- **Railroad Crossings:** BNSF Hillsboro Line - Sheet pile driving operations have been conducted on the North abutment. BNSF Prosper Line - Concrete placement at the east abutment lower section of stem wall; and constructing falsework for the upper section of the east abutment stem wall and the wingwall extension. BNSF K.O. Line - Mass excavation between the two abutments continue; excavation of old foundations; mass excavation; and sherrick mining for track grade raise.

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<sup>1</sup> Note: Overall Percent Complete is based on the RRVA PSSU submitted on September 15, 2024 and is calculated based on Earned Value (EV). The Summary Report for August 2024 was also based on this PSSU.

- **Roadways:** Fine grading and Class 13 gravel placement for Reach 1 Maintenance Road on top of the Levee. 4<sup>th</sup> St SE connection - the bridge was removed.
- **Authority Administration Building (AAB):** material is being hauled from Channel Reach 13 to the building pad.

Observed progress during the reporting period and percentage complete for each buildable unit (BU) is set forth in *Attachment A – Construction Progress by Buildable Unit*.

### General Administration

Key Personnel – changes to RRVA’s safety coordinator and ASN’s construction manager were approved by the Authority. The Authority approved the interim replacement of ASN’s construction quality manager pending a full-time replacement.

The quarterly executive council meeting was held on September 18, 2024. In addition to the standing agenda items, discussions focused on decision makers and progressing issues.

### Disputes

The following disputes have been referred to the Technical Dispute Review Board. The Technical Dispute Review Board is paused pending a decision from the North Dakota Attorney General concerning open or closed meetings.

Dispute	Description	Date Referred	Status
Epoxy-Coated Reinforcing Steel	RRVA disagrees that epoxy-coated reinforcing steel is required by the Technical Requirements (TRs) for all reinforced concrete	May 15, 2024	RRVA continues to incorporate black rebar into the work; dispute is pending Technical Dispute Review Board (TDRB) hearing and decision
CE-015 and CE-018 – Failure of a Third Party (BNSF) to Comply with Third-Party MOU	RRVA maintains that BNSF has failed to comply with the Project Baseline Schedule (PBS) in that it failed to carry out the work of installing the track for the shooflies in accordance with the dates set forth in the RRVA’s PBS, despite the RRVA not having RFC documents and thus the required Construction & Maintenance (C&M) Agreement in place; RRVA maintains that this has caused delays to its work	June 25, 2024	Dispute is pending TDRB decision
CE-014 – Modified Permit Delay Impact	RRVA maintains that modifications to the 404 Permit have led to delays in carrying out its work	July 31, 2024	Dispute is pending TDRB decision

## COMMERCIAL

### Compensation and Relief Events

By the end of September 2024, the RRVA had submitted notices of 26 Compensation Events and two Relief Events. A summary and status of the Compensation Events and Relief Events is in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*.

### Change Requests

A change request (CR) can be initiated by the Authority or RRVA, and it is the mechanism set out in the Project Agreement to modify the Technical Requirements to resolve issues, clarify requirements, or modify the scope of RRVA’s work.

There have been 23 Authority-initiated change requests (ACRs) through the end of the reporting period. 10 have been agreed to and progressed to agreed-upon change orders, totaling a cost to the Authority of \$2,405,700.38

and a credit to the Authority of \$950,000. Three ACRs were withdrawn, and eight are pending negotiation with RRVA. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There have been 51 developer-initiated change requests (DCRs) through the end of the reporting period. 29 have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority. Three are pending negotiation with RRVA. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

## PROJECT CONTROLS

### Schedule

The Developer submitted the twenty-third Project Status Schedule (PSSU) update on or about September 13, 2024, for the month of August 2024 (01-Sep-24 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 2,565 changes to the previous PSSU, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes and activity duration modifications. The Project Substantial Completion Date in this PSSU is April 1, 2027, which differs from the July 2024 PSSU Project Substantial Completion Date by three days (March 29, 2027). The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026 – a difference of 182 days from the August 2024 Project Substantial Completion Date.

Work continues with development of the Interim Completion Certificate for Project Elements procedure. Information is being gathered from the PA, TR's and the Element definitions to construct an "Element Completion Matrix" identifying roles, responsibilities and inputs from the PMC P3 team to satisfy the requirements of Section 23 of the Project Agreement. This effort includes a core group from Quality, Project Controls and Project Management but will be expanded to include all stakeholders as the process develops.

### Invoicing and Payment

BNSF has submitted 59 invoices for work performed by BNSF and its subcontractors at the Prosper, Hillsboro, and KO Shooflies that have been forwarded to the RRVA for payment. 44 of these totaling \$5,544,494.93 have been paid by RRVA. The BNSF Construction and Maintenance Agreement (C&M agreement) between the Authority and BNSF is considered a Third-Party Agreement as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the RRVA for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M agreement. Future invoices received will be handled in a similar manner.

### Payments to RRVA

The following payments to were made to RRVA during the reporting period:

Description	Payment Date	Amount
Financial DRB Chair (50%)	26 Sept 2024	\$1,375.00
Technical DRB Chair (50%)	26 Sept 2024	\$5,200.00
<b>Total for period</b>		<b>\$6,575.00</b>

The following table includes all payments to RRVA to date, which equal \$5,087,714. A summary of the amounts is shown below.

Totals to date	Amounts	Notes
Pay Units	\$0.00	(See Attachment E)
ACRs	\$1,375,160.00	(see Attachment C)
DCRs	\$3,712,554.00	(See Attachment D)

Totals to date	Amounts	Notes
DRB Members (50% share)	\$21,087.50	
<b>Total</b>	<b>\$5,108,801.50</b>	

**Other:**

The following invoices are forecast to be submitted in 2024:

Invoice Name	Pay Unit #	Forecasted Payment Date	Invoice Amount
Hillsboro Shoofly Pay Unit	29	October	\$4,249,352.00
Prosper Shoofly Pay Unit	32	October	\$3,195,335.00
KO Shoofly Pay Unit	35	October	\$3,472,708.00
Diversion Outlet Pay Unit	01	November	\$7,344,833.00
Channel Reach 01 Pay Unit	02	November	\$14,590,302.00
Channel Reach 02 Pay Unit	03	November	\$23,787,986.00
Technical DRB Lead (50%) (estimate)		September	\$5,200.00
Financial DRB Lead (50%) (estimate)		September	\$3,125.00
		<b>Total</b>	<b>\$56,648,841.00</b>

**CONSTRUCTION AND O&M****Construction**

Construction activities by buildable unit (BU) during the reporting period are provided in *Attachment A – Construction Progress by Buildable Unit*.

**O& M**

RRVA's local contractor continues to mow ditches and perform weed control. Construction O&M's primary focus has been on keeping ditches cleaned out and spraying weeds on site. RRVA is working to ensure all ditches are cleared from overgrowth and debris in preparation for winter.

**Safety**

The following safety-related matters occurred during the reporting period:

- 9/16/2024 ASN was stockpiling boulders with a loader when a boulder rolled into the loader's steps and causing damage, no injuries reported.
- 9/18/2024 ASN was mowing the on the north side of 38th St SE when the mowing equipment ran over a CenturyLink pedestal. CenturyLink repaired the line by the end of the day.
- 9/19/2024 ASN employee rolled his ankle at Sheyenne River Aqueduct while walking on uneven ground.
- 9/19/2024 ASN employee felt unwell at Reach 10, drove his equipment to the lay down yard and parked it, then dialed emergency services, who took him to the hospital by ambulance. He was released the same day and reported doing fine.
- 9/25/2024 ASN - At CR 22 Crossing, while trying to rescue a stuck crane, the fuel filter and housing were damaged.
- 9/25/2024 ASN - At CR 22 Crossing, while moving timber mats with an excavator, a rock on the end of the timber mat flew at the windshield and shatter the excavator window. No Injuries reported.

- 9/25/2024 ASN - At CR 22 Crossing, a toolbox on a flatbed truck was not properly latched and swung open, the driver did not notice until the toolbox cover made contact with another ASN truck, causing headlight, grill and possible radiator damage.
- 9/26/2024 ASN conducted a Safety Stand-Down at CR 22 Crossing due to the safety events the previous day.

### Testing

The number of tests carried out by the PMC by type are as follows: Atterberg (23); concrete cylinders (77); density testing compliance checks (178); field notes (28); hydrometer (23); proctor (23); sieve (2.)

### Survey GIS

The following locations were surveyed for compliance: Reaches 04 and 05 final levee elevation; Authority Administration Building pad elevation; Reach 1 maintenance road final gravel elevation; Mapleton Township Drain 24 upstream/downstream headwalls (Fixed points); and Reach 10 levee elevation.

### Cass County Monitoring of County Bridges (by HMG)

HMG submitted (46) observation summaries. For September, HMG had two monitors on site at least once at each bridge location per day.

### Daily Observations/Compliance Check

The PMC team conducted on behalf of the Authority: 1,048 observations in the September reporting period; (72) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents.

## UTILITIES:

### Utility Submittals

- To date the Developer has submitted 285 Utility Design submittals for review; 61 Preliminary Design Reports (PDRs); 121 Final Design Reports (FDRs), of which 42 are resubmittals; and 103 Construction Documents (CD) submittals, including 25 resubmittals.
- The Construction Document submittal (CDS) for Cass Rural Water's (W14) new installation from I-94 to 38<sup>th</sup> St SE adjacent to the west Diversion Channel ROW was transmitted by the Developer for final review on September 19.
- Minor comments to the Final Design Reports (FDRs) for Otter Tail Power Company (OT2), Moorhead Public Service Commission (MH1), and 2 for Minnkota Power Cooperative (MP6 & MP7) overhead electric transmission line adjustments in Reaches 11 and 13 were worked out without complete package resubmittals at 95% design. Construction Document submittals for all 4 are anticipated in early October.
- RFC Documents for the combined AT&T (AT1 & AT2) and Sprint (SS1) adjustments were issued on September 10. Nine RFC submittals remain, of which 8 are for overhead electric transmission line adjustments.
- Design summary by Utility submittals:
  - All Preliminary Design Reports by the Developer (61) are approved.
  - All Final Design submittals (79) are approved.
  - 89% of Construction Document submittals for utility relocations have been approved, of the 9 remaining 8 are for electric transmission line adjustments and 1 for Cass Rural Water (W14).
  - Overall, 96% (214 of 223) of the anticipated utility design submittals (PDR, FDR & CD) have been approved.
  - 74 sets of RFC Documents have been approved for 96 Utility Buildable Units (BUs). This is 91% of the 105 utility BUs in the Developer's scope of work, and includes RFC submittals directly from the Utility, 1 by AT&T for 2 AT&T BU's and the Sprint BU, 3 by Xcel Energy and 1 by Cenex Pipeline.
  - The Inspection and Test Plan (ITP) for Cass Rural Water (W14) was received in September. To date 107 ITPs have been approved for Utility activities.

- 50 shop drawing submittals for Developer managed Utility relocations are approved.

### Utility Construction Summary

- Overall, 28 of 108 identified utility conflicts (26%) have all work including HDD void grouting and removal of abandoned facilities completed.
- Relocations for 51 of the 53 utilities to be constructed by horizontal directional drilling (HDD) under the channel are complete and tied-in or cut over. No change from last month.
- Abandoned/retired utility facilities have been removed for 31 Utility Buildable Units.
- A 6" line for Cass Rural Water (W14) under Drain 14C at the west channel ROW limit and a 24" FPVC casing for a future City of Mapleton (MN1) sanitary sewer forced main are the only remaining HDD installations.
- Adjustments for only 2 of the 14 overhead electric transmission lines crossing the channel ROW are complete, one Otter Tail Power (OT1) 115 kV line to remain in place and the Xcel Energy (XE3) 230 kV line south of 32nd Ave W.
- The HDDs and open trenching for the combined 38th Street relocations for Cass County Electric (P14), Midco (MS4), CenturyLink (F18/F19, F20) and MLGC in Reach 10 were completed in August. Cable installations are on hold pending completion of the conduits under the new 38th Street bridge, scheduled for early November. CenturyLink has already expressed concern with trying to install cables that late in the season as they may be quite stiff, nearly impossible to bend, and are subject to breakages in cold temperatures.

### Utility Construction in Progress

- A second HDD of 3 ducts for Cass County Electric (P02) under the levee at the CR4/31 bridge crossing in Reach 1 was completed by Ellingson. The original HDD was too shallow. Construction of the conduit system under the new CR 4/31 bridge was also completed in September and Cass County Electric is scheduled to pull the conductors in October.
- Grouting of the HDD voids was completed on 12 bores in September. To date 26 HDD installations have the voids grouted on both the entry and exit sides.
- Removal of waterlines W05 under the levee and partially built EMB in Reach 3, and W18 across the channel ROW in Reach 11 were underway throughout the month.
- Removal of the retired CenturyLink 6 pair copper cable (F31) on the north side of CR 14 in Reach 13 was completed on September 12, and the 50 pair copper cable (F29) in Reach 12 was completed on September 23.
- AT&T (AT1) and Sprint (SS1) completed removal of their retired fiber optic cables within the BNSF KO Line ROW, and AT&T (AT2) removed the FOC along I-94 in September. The Developer is still responsible for removal of the abandoned ducts.

### SUBMITTALS

The following is a summary of submittals:

Submittal	Reporting Period	To Date
Submittals received for review and comment	63	3,067
Reviews carried out*	56	2,976
Submittals returned with no comment	30	1,002
Submittals in review with the Authority	31	n/a
Submittals back with RRVA for resubmission		230
rejected as incomplete	3	72
rejected with comments	11	158



Submittal	Reporting Period	To Date
number of comments	4,514	6,896
CDS returned with no comments	4	161
RFC documents	4	162
relating to utility relocations	1	70
RFCs back in redesign	3	35
Redesigned once (RFC1)	0	26
Redesigned twice (RFC2)	0	6

\* Some submittals will have been seen more than once within the reporting period and therefore this section may not tally with the number “back with RRVA” or “no comment” which is a position as at the month-end.

## TECHNICAL

### Design Review

- Progress, albeit minimal, continues to be made with submittal, review, and completion of design documents. Developer forecast of late August completion for all design documents continues to be delayed. Remaining design packages include some local drainage and security and access design submittals. Various drivers are contributing to this delay, drivers solely the responsibility of the Developer.
- Revisions to Released for Construction (RFC) documents have been minimal this reporting period. Anticipate revisions to aqueduct design packages upon agreement between parties regarding introduction of meanders in the aqueduct engineered channels.
- Negotiations continue between the Authority and RRVA regarding final design of the Sheyenne and Maple aqueducts. The primary element of these changes is the introduction of meanders in the aqueduct engineered channels.
- Minor and field adjustments to design documents continue to be submitted by RRVA and reviewed by the Authority and authorities having jurisdiction (AHJs) for integration into the project.
- No additional positive movement by the Developer seen on “third party” design of mechanical and electrical components. The Authority has reiterated its position regarding timing and content of vendor provided designs for specific mechanical and electrical components. Authority concern is focused on lack of clarity as to how vendor provided components will be integrated into RFC documents. Efforts will continue by the Authority to resolve.
- Developer provided notification of construction error on Rush River Inlet. The Developer is discussing internally if a design revision will be prepared for review and comment or if the package will be demolished and reconstructed.

### Agency Coordination

- Agency specific coordination and design comment clarification meetings continue this reporting period. Bi-weekly and as required meetings are being held with USACE, BNSF, NDDOT and Cass County.
- Authority coordination and engagement, focusing on communications between Agencies and the Developer is yielding positive results. All parties are committed to maintaining open lines of communication. Overall, these efforts are very beneficial to overall delivery.

### Challenges

Challenges continue to be relatively the same as last month:

- Finalization of commercial items for the Aqueducts

- Clarification of 3rd party designs yet to be available to the Authority
- Developer incorporation of comments in the H&H model
- Commercial resolution of Epoxy Coated Rebar issue.

**Successes**

- Communication and Coordination with AHJs - Significant efforts over the last several months by all parties to develop and actively implement a level of communication focused on solutions and resolution of challenges before they become problems is paying dividends. Multiple items with BNSF and Cass County were identified, presented, discussed, and brought to closure this reporting period. The efforts to establish and nurture a working relationship with all parties is yielding dividends.

**QUALITY**

**Nonconformances**

In addition to nonconformances raised by RRVA on its own work, the Authority has notified RRVA of the following construction nonconformances:

Location	Description	Status
Multiple structures	Non-epoxy-coated reinforcing steel incorporated into the work	Referred to TDRB
Diversion Outlet	Boulders not meeting TR size requirements incorporated into the outlet. RRVA’s failure to observe their own Quality Management System’s hold points	Pending proposal by RRVA to rectify

The following tables summarize Nonconformances that trigger Noncompliance Points (NCPs) through September 30, 2024. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

Summary of points as of September 30, 2024	Number of Nonconformances	Max NCPs	Recommended NCPs	Assessed NCPs
Assessed Noncompliance Points	54	1398	542	473
Pending NCPs for Cured Nonconformances	None	-	-	-
Pending NCPs for Uncured Nonconformances	11	2243	2243*	0

\*Evaluation related to concurrent Noncompliance Events resulting in possible reduction of NCPs is ongoing

**ENVIRONMENTAL**

**Environmental Compliance**

Northern Long-Eared Bat Uplisting - no impacting work was reported by RRVA’s Environmental team this month.

Migratory Bird Treaty Act (MBTA) Nesting Bird Protocol - During the restricted period this year, RRVA performed several nesting surveys utilizing the Protocol.

**Permits**

Sheyenne River Sovereign Lands Permit - RRVA unofficially submitted draft wording for this permit; suggested changes were given on 25-Sep-24, also informally, and RRVA responded on 26-Sep-24; RRVA’s replies were under review at month’s end.

NDDEQ Pesticide - On 24-Sep-24, AST sent over a request for 8 sub-reaches which was accepted by the Division of Water Quality. Associated pesticide application reports were submitted in September 2024 for Areas 3, 4, 5, 6, 7, 8 & 13.

Cass County Access Permits - Cass County Access Permit CR17 was received.

Eagle Monitoring - The 2024 Annual Eagle Monitoring Summary was sent to US Fish and Wildlife Service and North Dakota Game & Fish.

### **Cultural Monitoring**

Cultural monitoring at Site 5/TR-5 Maple River Aqueduct area, Site 14/TR-9 (Sheyenne Aqueduct area), and Site 16 (Horsehead), continued as conditions allowed.

### **Mussel Salvage**

A *pro forma* release and liability waiver for volunteer services relating to mussel salvage was approved by the Board in September.

### **Spills, Contamination and Hazardous Materials**

A coolant spill of 2-3 gallons occurred at the BNSF KO site; and a hydraulic spill of less than one gallon by a subcontractor of Century Link in Reach 13.

### **Environmental Nonconformances**

The following nonconformances relating to environmental matters were identified:

- NCR-00351 Non-Monitored Disturbance at Cultural Site 5 – submitted 9-Sep-24 and passed on to USACE; awaiting USACE input at month's end.
- NCR-00353 (from ENV audit of 11 & 12 September 2024) Lack of Including Wetland Mitigation Monitoring Activities in the PSSU was Issued by the PMC on 17-Sep-24; awaiting follow-up from the Developer.
- NCR-00354 (from ENV audit of 11 & 12 September 2024) Lack of Subcontractor Training Related to Contaminated Land Sites was issued by the PMC on 17-Sep-24; awaiting follow-up from the Developer.

## **RESILIENCE AND SUSTAINABILITY**

### **Resilience**

The Resilience 2023 Annual Report originally submitted on January 31, 2024, is still awaiting its third resubmittal.

The Monthly Status Updates (MSUs) for January 2024 through August 2024 were rejected incomplete. RRVA and the Authority have exchanged correspondence on the right of the Authority to review FIO Submittals.

RRVA noted that it will be restarting its HVO (vegetable oil) substitution for diesel fuel again this year.

### **Sustainability**

The Authority has requested an update on RRVA's Sustainability focus areas of: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. RRVA has designated Mrs. April Walker to coordinate with the Authority on current and future Sustainability issues and, following an initial meeting, intends to set up a monthly meeting to update status. The first meeting, scheduled for October 10, 2024, will include an update on RRVA sustainability activities since the last exchange of information at the end of last year/beginning of this year.

## **FEDERAL COMPLIANCE**

### **Reporting**

2023 FRC Annual Report Rev 03, previously rejected as incomplete, has been through two further rounds of review and the Authority awaits a further submittal.

### **Davis Bacon**

Certified payrolls continued to be submitted/updated and RRVA is extending its tracking system, put into place in October 2023, back to January 1, 2023, to review and ensure they have captured all submittals. The latest 2023 resubmittal occurred on September 24, 2024; and the PMC continues to expend time and effort with RRVA to come to a complete and understandable report.

#### **EMPLOYEE APPRENTICESHIP PROGRAM**

The Employee Apprenticeship Program (EAP) 2024 Q2 Report was submitted on July 17, 2024, went through several rounds of review and was returned no comments at the end of September.

The FRC 2023 Annual Report Rev 01 submitted on July 18, 2024, has been through four rounds of review including a workshop and is now awaiting resubmittal.

## Attachment A – Construction Progress by Buildable Unit

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
<b>Buildable Unit Group - Aqueducts</b>					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Completed flume foundation concrete completed concrete in piers; concrete in wingwalls 3; formwork and reinforcement for flume stages 1 & 4; concrete in east & west abutments; H-piles driven in wingwalls, 2,3,5,6 & 7; backfill to west and east side wingwalls.	34.7%
A52	Maple River Aqueduct Spillway	710+17	Not Started	No work during reporting period	45.3%
A53	Maple River Aqueduct Engineered Channel	710+17	Not Started	No work during reporting period	28.5%
A56	Sheyenne River Aqueduct	1477+50	Active	Sheet pile installation in the flume skirt; completed H-pile installation in wing walls 1,2,3 & 4 section 1; flume foundation formwork started.	16.1%
<b>Buildable Unit Group - Diversion Channel</b>					
C01	Diversion Channel, Low Flow Channel (LFC), Engineered Material Berms (EMBs), Diversion Channel Line of Protection in Reach-01	27+63 to 219+29	Active	Planted trees. Completed installation of levee monitoring stations. Continued fine grading the maintenance road for class 13 gravel placement. Main Channel Excavation (STA 235+00) - Levee Placement (STA 250+00) – 324 CY - Right EMB Placement (STA 250+00 to 297+00) – 2,772 CY - Left EMB Placement (STA 250+00) – 378 CY - Topsoil Placement (STA 296+00 to 299+00) - Gravel Placement – 3,896 CY	82.5%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Active	Completed tree planting. and fine graded maintenance road in preparation for Class 13 gravel placement. Main Channel Excavation (STA 235+00): - Levee Placement (STA 250+00) – 324 CY - Right EMB Placement (STA 250+00 to 297+00) 2,772CY - Left EMB Placement (STA 250+00) – 378 CY - Topsoil Placement (STA 296+00 to 299+00) - Gravel Placement – 3,896 CY	86.8%

<sup>2</sup> Status and progress are as observed by the PMC

<sup>3</sup> Note: Buildable Unit Percent Complete is based on the RRVA PSSU submitted on September 15, 2024 and is calculated based on Earned Value (EV). This may vary from the status and progress observed by the PMC as one is visual observation and the latter is derived from the PSSU electronic schedule. The September 15, 2024 PSSU was also used for the PMC August 2024 Summary Report.

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Planted trees. Worked on levee fill top-up Continued final grading.	81.8%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Active	- Main channel excavation (STA 484+00 to 515+00) - Low flow channel excavation (STA 482+00 to 515+00) - Left ditch excavation (sta 473+00) - Right EMB placement (STA 496+00 to 522+50) -1,381 CY - Left EMB placement (STA 472+00 to 493+00) - 2,219 CY - Topsoil stripping (STA 473+00) - Topsoil placement (STA 520+00)	61.3%
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Active	Began installing levee monitoring stations.	74.3%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	Continued site 16 cultural area excavation. Continued main channel excavation, toe ditches.	40.0%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	- Main channel excavation (STA 768+00) - Right EMB placement (STA 768+00) – 6,100 CY - Left EMB placement (STA 768+00) – 5,476 CY	56.6%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	Continued main channel excavation.	20.1%
C09	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09	912+00 to 968+00	Active	No work in this reach will pick back up in October.	50.4%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active	- Main channel excavation (STA 968+00 to 1079+00) - Right ditch excavation (STA 980+00 to 1079+00) - Left ditch excavation (STA 968+00 to 1072+00) - Levee placement (STA 983+00 to 1079+00) 41,668 CY - Right EMB placement (STA 983+00 to 1079+00) 18,210 CY - Left EMB placement (STA 983+00 to 1079+00) 115,053 CY - Maintenance road placement (STA 1055+00 to 1067+00) 5,845 CY - Topsoil placement (STA 1004+00 to 1063+50) - Topsoil stripping (STA 968+00 to 1079+67)	12.6%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	No work during reporting period	10.6%
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Not Started	- Main channel excavation (STA 1235+72 to 1310+00) - Right ditch excavation (STA 1235+72 to 1275+00) - Left ditch excavation (STA 1235+72 to 1284+00) - Levee placement (STA 1246+00 to 1297+00) 23,573 CY - Right EMB placement (STA 1250+72 to 1295+00) 2,912CY - Left EMB placement (STA 1250+72 to 1300+00) 24,333 CY - Maintenance road placement (STA 1250+00 to 1300+00) 25,111 CY	3.7%



Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
				- Topsoil placement (STA 1250+72 to 1300+00) - Topsoil stripping (STA 1235+72 to 1326+00)	
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	- Channel excavation continued, both north and south of CR14. - Levee subgrade prep and placement continued. (sand lense is very large, the constructor is mixing the sand with EMB material and placing in the EMB. - Main channel excavation (STA 1327+00 to 1553+50) - Low flow channel excavation (STA 1335+00 to 1399+00) - Left ditch excavation (STA 1335+00 to 1515+00) - Levee placement (STA 1342+00 to 1545+00) – 8,643 CY - Maintenance road placement (STA 1342+00 to 1530+00) 23,916 CY - Right EMB placement (STA 1350+00 to 1550+00) 91,688 CY - Left EMB placement (STA 1350+00 to 1548+00) 66,885 CY - Topsoil placement (STA 1341+00 to 1455+00) - Topsoil stripping (STA 1335+00 to 1515+00) - Chipping trees	21.8%
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Active	Dewatering the mass excavation area that was excavated last December in prep for CR 16/17 bridge abutments.	11.7%
<b>Buildable Unit Group - Hydraulic Structures</b>					
S08	Drain 29 Inlet	27+63	Active	Complete	82.7%
S16	Drain 30 Inlet	213+75	Active	Complete	84.3%
S09	Rush River Inlet	431+75	Hold	Grades for the inlet are incorrect. Site on hold waiting for resolution to corrective actions.	36.7%
S10	Lower Rush River Inlet	578+50	Active	Riprap installation.	59.3%
S03	Berlin Township Drain Inlet	492+84	Active	Complete.	85.0%
S04	Raymond Township North Drain Inlet	756+00	Active	No work during reporting period	20.7%
S32	Raymond Township South Drain Inlet	793+00	Active	Waiting for flap gates to be delivered and installed.	86.2%
S33	Drain 14B Inlet	856+00	Active	Structural (CLSM) backfill for headwall at drain inlet.	25.6%
S34	Drain 14C Inlet	929+30	Active	Complete, currently plug cannot be removed.	82.8%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Active	Granular backfill at downstream. Continued 54" double reinforced concrete pipe (RCP) installation, RCP backfill. Concrete in headwall structures. Curing in process.	53.3%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete.	57.5%
<b>Buildable Unit Group - Diversion Outlet</b>					
O00	Diversion Outlet Structure	27+63 to 41+70	Complete	ASN is reporting this work as complete, but boulders are currently under dispute.	95.8%
<b>Buildable Unit Group - Roadways</b>					
R19	25th St. Connection Parcel 2368	160+00 LT	On Hold	Complete.	97.4%
R20	27th St. Connection to CR81	300+00 LT	On Hold	No work during reporting period	100.0%
R21	35th St. SE to Parcel 938	802+00 RT	Not Started	No work during the reporting period	81.2%
R22	37th St. SE, East of Diversion Channel	905+00 LT	On Hold	No work during reporting period	71.3%
R23	37th St. SE, West of Diversion Channel	905+00 RT	On Hold	No work during reporting period	56.3%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Not Started	No work during reporting period	24.2%
R24	169th Ave. SE Connection to Landlocked Parcel 2363	350+00 LT	Not Started	Topsoil has been stripped; Subgrade prepped; EMB placed along with aggregate placement.	67.8%
R26	172nd Ave. SE Connection to realigned CR4	114+00 RT	Active	Aggregate surfacing complete.	94.9%
R18	24th St. SE Connection to realigned CR4	100+00 RT	Active	Aggregate placed; topsoil placed.	95.0%
M11	County Road 4/31 Crossing (Bridge)	86+91	Active	Geofoam installation continuing; concrete barrier formwork continuing.	75.8%
M12	County Road 81 Crossing Bridge	310+20	Active	Mob into site and H-pile transfer in progress.	15.8%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Active	Preparing subgrade in abutments for paving; Placing Class 5 on abutments.	0.0%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	On Hold	No work during reporting period	97.4%
Y12	Country Road 81 Crossing (Bypass)	310+20	Complete	No work during reporting period	100.0%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
G12	Country Road 81 Crossing (Settlements)	310+20	Complete	No work during reporting period	79.2%
M35	Interstate I-29 Northbound & Southbound Crossing (Bridge)	NB 313+75 SB 314+81	Active	Girders have been set.	57.6%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	The fence installed along the east side of the bypass.	100.0%
G35	Interstate I-29 Northbound & Southbound Crossing (Settlements)	NB 313+75 SB 314+81	Complete	No work during reporting period	100.0%
M13	Country Road 32 Crossing (Bridge)	408+08	Active	Deck concrete complete. Barrier wall form/rebar nearing completion	87.7%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	No work during reporting period	87.2%
Z13	Country Road 32 Crossing (Roadways)	408+08	Active	Top-soil stripping in tie-ins; Subgrade Preparation for tie-ins; Embankment placement at tie-ins.	0.0%
R14	Country Road 22 Crossing	571+84	Active	Awaiting girders. Scheduled for early September.	68.0%
R15	CR 20 Crossing	679+37	Active	Geofoam excavation	76.3%
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Not Started	No work during reporting period	18.4%
R17	CR 10 Crossing	852+46	Active	Geofoam Installation and backfill.	70.3%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	Active	EB lane H-pile installation continuing. Structural excavation ongoing.	34.2%
R58	38th St W Crossing (Township Road)	976+17	Active	Girder installation complete. Deck formwork and rebar work has begun.	69.2%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Active	H-pile complete.	57.9%
R60	52nd Avenue W Crossing (Township Road)	1224+92	On Hold	Dewatering and roadway access ongoing.	33.9%
R61	County Road 6 Crossing	1330+41	Active	Utility removal and bypass topsoil stripping, subgrade preparation, embankment, and aggregate placed for the bypass.	24.6%
R62	County Road 14 Crossing	1438+97	On Hold	No work during reporting period	18.3%
R73	County Road 16/17 Crossing	1558+40	On Hold	No work during reporting period	20.2%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	Active	No work during this reporting period.	29.9%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Active	Embankment placed; topsoil placed; and culvert installation complete.	25.1%
R76	47th St. SE access to Parcel 1200	1500+00	Not Started	No work during reporting period	82.5%
R77	170th Ave. Xing Drain 13 & Legal Drain 30	250+00	Active	Complete.	0.0%
R3A	Dead-End Termination of Local Roads in Reach-01	27+63 to 219+29	On Hold	No work during reporting period. Waiting on gravel placement.	100.0%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	On Hold	No work during reporting period. Waiting on gravel placement.	100.0%
R3C	Dead-End Termination of Local Roads in Reach-03	302+00 to 428+53	On Hold	No work during reporting period. Waiting on gravel placement.	100.0%
R3D	Dead-End Termination of Local Roads in Reach-04	428+53 to 576+00	On Hold	No work during reporting period. Waiting on gravel placement.	18.6%
R3E	Dead-End Termination of Local Roads in Reach-05	576+00 to 655+00	Not Started	No work during reporting period	35.6%
R3F	Dead-End Termination of Local Roads in Reach-06	655+00 to 762+77	Not Started	No work during reporting period	33.6%
R3G	Dead-End Termination of Local Roads in Reach-07	762+77 to 859+53	Not Started	No work during reporting period	19.2%
R3J	Dead-End Termination of Local Roads in Reach-09	912+00 to 968+00	Active	No work during reporting period	0.0%
RA6	Security and Access Reach 1	27+63 to 219+29	Active	No work during reporting period	5.8%
RB6	Security and Access Reach 2	219+29 to 302+00	Active	No work during reporting period	0.0%
RC6	Security and Access Reach 3	302+00 to 428+53	Active	No work during reporting period	0.0%
RD6	Security and Access Reach 4	428+53 to 576+00	Active	No work during reporting period	0.0%
RE6	Security and Access Reach 5	576+00 to 655+00	Active	No work during reporting period	0.0%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
RF6	Security and Access Reach 6	655+00 to 762+77	Active	No work during reporting period	0.0%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during reporting period	0.0%
<b>Buildable Unit Group – Railroad Crossings</b>					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	No work during reporting period	100.0%
X72	BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly	311+61	On Hold	BNSF completed tie-in works	100.0%
X73	BNSF Hillsboro crossing – BU3 – Bridge and Track	311+61	Not Started	All concrete on pier element have been placed. Sheet pile installation and cutoff complete. Abutment excavation complete. H-pile installation on the west abutment started.	10.8%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Not Started	No work during reporting period	9.2%
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Not Started	No work during reporting period	18.6%
X81	BNSF Prosper crossing – BU1 – Shoofly	661+59	Complete	No work during reporting period	100.0%
X82	BNSF Prosper crossing – BU2 – Tie-in to Shoofly	661+59	Complete	No work during reporting period	100.0%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Active	H-pile installation complete. Abutments formwork and rebar tying continue.	53.5%
X84	BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail	661+59	Not Started	No work during reporting period	12.5%
X85	BNSF Prosper crossing – BU5 – Removal of Shoofly	661+59	Not Started	No work during reporting period	16.0%
X91	BNSF K.O. crossing – BU1 – Shoofly	870+87	On Hold	BNSF completed track panel installation Both twin lines have been switched to the shoofly north and south.	100.0%
X92	BNSF K.O. crossing – BU2 – Tie-in to Shoofly	870+87	On Hold	No work during reporting period	100.0%
X93	BNSF K.O. crossing – BU3 – Bridge and Track	870+87	Active	Building levee; mass excavation to EMB; and embankment placement.	8.7%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote <sup>2</sup>	BU % complete – see footnote <sup>3</sup>
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	Not Started	No work during reporting period	6.8%
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Not Started	No work during reporting period	13.3%
<b>Buildable Unit Group - Administration Building</b>					
AAB	Authority Administration Building		Active	No work during reporting period	100.0%
AB1	Authority Administration Building - Settlement Works		Active	Hauling of sherrack material from the north end of CR14, is now complete. The pad has reached a verified elevation 931.00 (1' foot from plan elevation of 932.00)	0.0%
AB2	Authority Administration Building - Building Works		Not Started	No work during reporting period	0.0%



## Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted <sup>4</sup>	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Ongoing – Transferred to ACR003-2022
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000	N/A	Ongoing – Transferred to ACR003-2022
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	TBD	Ongoing
CE 007-02	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 2	May 4, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 008	Berlin Townships MOU Amendments	May 13, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 009	NDDOT MOU Amendments, Expansion Joints	May 24, 2022	Not submitted		Closed – Withdrawn by the RRVA
CE 010	Material Flood Event Sheyenne River on Gol Road Near Kindred	June 6, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 011	BNSF Delays	July 25, 2022	\$35,825,167* (*Includes CE 011, CE012 & CE 013)	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 012	BNSF Review Delays Prosper	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 013	BNSF Review Delays KO	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 014	Modified Permit Delay Impact	December 2, 2022	\$69,571,469.40	N/A	Closed – Submitted to TDRB
CE 015	Failure of a Third Party (BNSF) to Comply with Third Party MOU	October 18, 2023	\$25,704,786	N/A	Closed – Submitted to TDRB
CE 016	Contamination on Reach 9	November 6, 2023	Not yet submitted	TBD	Ongoing

<sup>4</sup> Costs are required to be submitted with Detailed CE Notices; however, RRVA submits these with its Final Detailed CE Notices.

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted <sup>4</sup>	Cost / Relief Agreed	Status
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	TBD	Ongoing
CE 018	Failure of a Third Party (BNSF) to Comply with Third Party MOU	January 24, 2024	\$3,253,991.63	N/A	Closed – Submitted to TDRB
CE 019	Additional Riprap Requirement due to Hydraulic Analysis of DIS	March 20, 2024	\$1,932,534.86	TBD	Ongoing
CE 020	Updates to Project Agreement, Exhibit 4 (Project Land)	May 20, 2024	Not yet submitted	TBD	Ongoing
CE 021	Attachment 3-14 Update (related to Exhibit 4)	May 20, 2024	Not yet submitted	TBD	Ongoing
CE 022	Rush River Excavation - 404 Permit Delay	June 25, 2024	Not yet submitted	TBD	Ongoing
CE 023	Epoxy Coated Rebar Delays	July 5, 2024	Not yet submitted	TBD	Ongoing
CE 024	AAB Material Delivery	July 25, 2024	Not yet submitted	TBD	Ongoing
CE 025	Obstructions Uncovered Hillsboro	July 22, 2024	Not yet submitted	TBD	Ongoing
CE 026	Hazardous Environmental Conditions in Reach 13	September 20, 2024	Not yet submitted	TBD	Ongoing
RE 001	Non-Material Flood - Maple	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided
RE 002	Non-Material Flood - Sheyenne	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided

## Attachment C – Authority Change Requests (ACRs)

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR001-2022	Use of local roads	May 31, 2022	No Cost	N/A	Executed
ACR002-2022	Cass County – Change from Kansas Corral Rail to Texas Corral Rail	May 31, 2022	\$450,000	\$410,000	Executed
ACR003-2022	Attachment 3-25 Update	July 28, 2022	\$1,317,138.95	N/A	Ongoing
ACR004-2022	EAP Utilization Plan	September 2, 2022	No Cost	N/A	Executed
ACR005-2022	Amend TR Section 2.2.6.1(2) to include re-baselining PBS for Compensation Events and approved Change Orders	October 18, 2022	N/A	N/A	Withdrawn
ACR006-2022	Cass County Drain 14C	October 18, 2022	(\$662,360)	(\$950,000)	Executed
ACR007-2022	NDDOT Conduits	December 2, 2022	\$337,475.14	\$283,940.32	Executed
ACR008-2022	CCRW connection of waterline from Res B to Res C	November 28, 2022	\$2,259,945.46	\$1,246,760.06	Executed
ACR009-2022	Township Mobility Improvements	December 23, 2022	N/A	N/A	Withdrawn
ACR010-2022	Acceleration of Tree Felling	December 21, 2022	\$1,000,000	N/A	Ongoing
ACR011-2023	MLGC FOC Installation in Mapleton Township	January 20, 2023	\$368,550.67	\$350,000	Executed
ACR012-2023	TR Section 3.10.3.1 (10)	January 24, 2023	No Cost	N/A	Executed
ACR013-2023	37th Street SE west of the Diversion Channel	January 26, 2023	(62,111.04)	N/A	Ongoing
ACR014-2023	Relocation of CRWUD waterline	February 2, 2023	\$48,449.58	N/A	Ongoing
ACR015-2023	Deletion of requirement to establish and maintain Woodland Species (Att 3-21 Woodland Species)	May 10, 2023	N/A	N/A	Withdrawn
ACR016-2023	Aqueduct Design Sheyenne River	August 14, 2023	\$37,535,575	N/A	Ongoing
ACR017-2023	River Inlets and Drain Inlets	August 31, 2023	No Cost	N/A	Executed
ACR018-2022	CR 10 to 166th Ave. Connection	September 27, 2023	\$178,278.79	N/A	Ongoing
ACR019-2023	38th St. NW connection to the MRT connected to Project ROW (Access south of BNSF KO line)	September 27, 2023	\$37,247.13	N/A	Ongoing
ACR020-2023	Updates to Project Agreement, Exhibit 4 (Project Land)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR021-2023	Attachment 3-14 update (related to Exhibit 4)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR022-2023	Aqueduct Design Maple River	December 22, 2023	\$15,459,470.80	N/A	Ongoing
ACR023-2024	38th Street W Interim Connection (roadway connection south of I-94)	February 7, 2024	\$135,735.28	\$115,000	Executed

## Attachment D – RRVA Change Requests (DCRs)

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-001	Deletion of Preliminary Design Report Submission for Diversion Channel Bus/Move to 60% design	March 25, 2022	No Cost	N/A	Executed
DCR2022-002-1	Change Definition of Days – Part 1	April 20, 2022	No Cost	N/A	Executed
DCR2022-002-2	Change Definition of Days – Part 2	April 20, 2022	No Cost	N/A	Executed
DCR2022-003	Change the Calculation Methodology of Designing Sizes of Ripraps	June 3, 2022	N/A	N/A	Rejected
DCR2022-004	Amendment to Re-Submitting to Submit Next Step Buildable Units	July 14, 2022	No Cost	N/A	Executed
DCR2022-005	Amendment to Combine PDF drawing file for Submittals	June 30, 2022	No Cost	N/A	Executed
DCR2022-006	Change Cass County Review Period for Specific Buildable Units Reports and Submittals	July 14, 2022	No Cost	N/A	Executed
DCR2022-007	Deletion of Demolition Buildable Units Reports	July 14, 2022	No Cost	N/A	Executed
DCR2022-008	Change Location of maintenance Road/Trail on the left EMB	July 14, 2022	No Cost	N/A	Executed
DCR2022-009	Maple River Aqueduct Spillway Design and Operational Changes	December 5, 2022	\$3,500,000	\$3,500,000	Executed
DCR2022-010	Changing Dead End Termination Types for Local Roads at Diversion Channel	October 5, 2022	\$50,000	\$17,440.50	Executed
DCR2022-011	Amend Number of Individuals for Cultural Resource/Archaeological Monitoring	July 13, 2022	No Cost	N/A	Executed
DCR2022-012	ITP Submittal Requirement from R&C to FIO	July 28, 2022	N/A	N/A	Rejected
DCR2022-013	Amendment for the Expansion Joint Details of NDDOT	January 24, 2022	N/A	N/A	Withdrawn
DCR2022-014	Project Office	August 10, 2022	No Cost	N/A	Executed
DCR2022-015	Amendment in Submitting Native Files before RFC Documents	August 15, 2022	No Cost	N/A	Executed
DCR2022-016	Amendment O&M QMP Implementation	August 18, 2022	No Cost	N/A	Executed
DCR2022-017	Amendment in Considering Temporary Flow	September 27, 2022	N/A	N/A	Withdrawn
DCR2022-018	Amendment to Design Quality Management Plan Technical Requirements	August 30, 2022	No Cost	N/A	Executed
DCR2022-019	SWPP NPDES	September 7, 2022	No Cost	N/A	Executed
DCR2022-020	Exhibit 5 technical Requirements Volume 4 Wetlands	September 26, 2022	No Cost	N/A	Executed
DCR2022-021	Proposed edits on TR 2.10.1 (Executive Council Meetings)	March 10, 2023	No Cost	N/A	Executed
DCR2022-022	Local Drainage Freeboard Variance	October 27, 2022	No Cost	N/A	Executed
DCR2022-023	Combination of Local Drainage with Diversion Channel Buildable Units	November 2, 2022	N/A	N/A	Withdrawn
DCR2022-024	Key Personnel Project Information Officer and Land Manager	January 24, 2023	No Cost	N/A	Executed
DCR2022-025	Seed Mixes	June 8, 2023	No Cost	N/A	Executed
DCR2022-026	Cultural Resources OIN 936	December 16, 2022	N/A	N/A	Withdrawn
DCR2022-027	BNSF Comments Raised in the Design Review Process	December 19, 2022	N/A	N/A	Rejected
DCR2022-028	Key Personnel RRVA's Project Quality Monitor	February 2, 2023	No Cost	N/A	Executed
DCR2022-029	Design Deliverables Schedule and Electronic Deliverables Tracking Log Submissions	February 1, 2023	No Cost	N/A	Executed
DCR2023-030	Acceleration measures due to BNSF Delays	February 16, 2023	\$195,113.13	\$195,113.13	Executed

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2023-031	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.3(1) – 85% Compaction and Plow Installation of Utilities	March 3, 2023	No Cost	N/A	Executed
DCR2023-032	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.5(2) – Grouting of HDD	March 3, 2023	(\$154,000)	N/A	Rejected
DCR2023-033	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.5.5(5) – RFC Hardcopies	February 28, 2023	No Cost	N/A	Executed
DCR2023-034	Dispute Resolution Board -Exhibit – Part 1 Clause 2.2	March 21, 2023	No Cost	N/A	Executed
DCR2023-035	Section 2.11.10.2 SWPPP NPDES, (2) & (4)	March 23, 2023	No Cost	N/A	Executed
DCR2023-036	Dispute Resolution Board – Exhibit Part 2 SECTION 1.4	N/A	N/A	N/A	Pending – Not submitted
DCR2023-037	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Rs 3.3.1. ("Transitions for Legal Drains")	April 18, 2023	N/A	N/A	Rejected
DCR2023-038	Amendment Exhibit 1 Definitions	April 18, 2023	N/A	N/A	Rejected
DCR2023-039	Vol 1 Art 7 Section 7.3 (b) Definitions ("Discretionary Submittals)	April 18, 2023	N/A	N/A	Rejected
DCR2023-040	Exhibit 1 Definitions Noncompliance Start Date and Time	April 19, 2023	N/A	N/A	Rejected
DCR2023-041	TR Attachment 4-1 Performance and Measurement Table	May 2, 2023	No Cost	N/A	Ongoing
DCR2023-042	Levee Monitoring	June 28, 2023	N/A	N/A	Rejected
DCR2023-043	Deletion of Dead-End Termination Reach 8 and Reach 14 BU Reports	August 30, 2023	N/A	N/A	Withdrawn
DCR2024-044	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	March 7, 2024	N/A	N/A	Rejected
DCR2024-045	I-29 & I-94 Duration Ramp Closure	March 15, 2024	No Cost	N/A	Executed
DCR2024-046	Interim Completion Element	June 12, 2024	No Cost	N/A	Rejected
DCR2024-047	Section 2.2.4.5 Quarterly As-Built Drawing Update	June 17, 2024	No Cost	N/A	Rejected
DCR2024-048	Aqueduct Gate Considerations in H&H Model – Amendment to Section 3.5.1.3 (2) (d) of the TR	August 23, 2024	No Cost	N/A	Ongoing
DCR2024-049	Cass County Ditch Requirement	August 7, 2024	\$3,903,546.12	N/A	Rejected
DCR2024-050	Amendment to Project Agreement, Exhibit 5 TR, Volume 3, Section 2.6.3(6) Shop Drawings signed by the Buildable Unit Construction Manager	August 23, 2024	No Cost	No Cost	Ongoing

**Attachment E – Pay Unit Summary**

No Pay Units have been paid to date. However, Pay Units are anticipated in October/November for three County Road bridges and the three BNSF shooflies, as set forth in Section 1.5.



## Attachment F – Noncompliance Points (NCPs) Status Tables

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00001	MFDA-NCR-0001 – Audit Program scheduling	2	2	2	
NCR-00017	MFDA-NCR-0003 – Lack of full-time engagement for key personnel: RRVA’s public information officer and D&C contractor’s land manager	27	27	0	
NCR-00019	MFDA-NCR-0004 – Lack of timely issuance for the May 2022 Monthly Performance Report	0	0	0	
NCR-00028	Lack of timely issuance for the July 2022 Monthly Performance Report by Aug. 10, 2022	0	0	0	
NCR-00041	MFDA-NCR-0012 – Lack of implementing effective corrective actions to prevent recurrence of Nonconformances associated with late issuance of meeting minutes	18	0	0	
NCR-00042	MFDA-NCR-0013 – Start of construction work without RFC documents and without resolving Authority’s comments	3	3	3	
NCR-00043	MFDA-NCR-0014 – Start of construction work without submitting an Inspection and Test Plan	3	3	3	
NCR-00044	Starting construction work on permanent works in Reach 01 without having an approved Inspection and Test Plan	9	6	6	
NCR-00045	Start of construction on permanent works in Reach 01 without complete RFC document package	9	6	6	
NCR-00046	Starting horizontal directional drilling work without having an approved Inspection and Test Plan for Cass Rural Water (W02) 84+03	3	3	3	
NCR-00047	Starting horizontal directional drilling work without having a complete RFC package for Cass Rural Water (W02) 84+03.	6	0	0	
NCR-00048	Lack of submitting ECS Certification for Channel Reach 2 prior to commencement of construction	4	4	4	
NCR-00051	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.15	18	4	0	
NCR-00053	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.19	18	16	14	
NCR-00072	MFDA-NCR-0015 – Start of construction work without resolving Authority’s comments for drilling operations ITP WAT-CRW-309+20	6	6	6	
NCR-00073	Starting construction work without having an approved Inspection and Test Plan for Cass Rural Water (W03) 153+81	3	3	3	
NCR-00078	MFDA-NCR-0020 – Start of construction work without RFC Documents E40-F04 COM-CLN-156+09/156+20	3	3	3	
NCR-00079	MFDA-NCR-0021 – Start of construction work without RFC documents F07 COM- CLN-310+66; P04 – ELE-CCE-309+58	3	3	3	
NCR-00080	Start of construction work without approved Inspection and Test Plan documents E40-F04 COM-CN-156+09/156+20	3	3	3	
NCR-00081	Start of construction work without approved Inspection and Test Plan documents F07 COM-CLN-310+66; P04 – ELE-CCE-309+58	3	1	1	
NCR-00082	MFDA-NCR-0024 – Start of construction work without accepted ITP for wick drains installation at BU-G11 CR 4/31	0	0	0	
NCR-00084	MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02	9	9	9	

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00086	October 2022 Audit, DQP 3.10(2) – DCS workflows are not used in the returning of shop drawings as outlined in Procedure 4.d	12	0	0	
NCR-00087	October 2022 Audit, DQP 3.14(1) – DM hasn't provided the initial review of the RFI per Procedure 1, DJV has a new role, the DSCS who is providing the review	12	0	0	
NCR-00088	No signature has been provided on the RFI response per Procedure 4	12	0	0	
NCR-00089	Procedure 5, prior notification of the RFI response to ASN was made in some reviews, but not all reviews	12	0	0	
NCR-00093	MFDA-NCR-0028 – Incorrect Engineer of Record signing and sealing Design Deliverables E40-W03 – WAT-CRW-153+81	18	18	0	
NCR-00094	MFDA-NCR-0029 – Unapproved key personnel, core staff discipline, staff and specialist performing the work	6	0	0	
NCR-00097	MFDA-NCR-0033 – Lack of implementing Design Quality Procedure DQP 3.7	18	18	18	
NCR-00098	MFDA-NCR-0031 – Incorrect Engineer of Record signing and sealing Design Deliverables E30-G11 – CR4 31 Crossing	18	18	0	
NCR-00099	MFDA-NCR-0034 – Lack of CQMP procedure associated with processes leading into issuance of record drawings	360	200	200	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00100	The Project Quality Monitor did not attend the project office during the Month of November (2022)	3	0	0	
NCR-00110	MFDA-NCR-0036 – Lack of issuing Federal Compliance Report for year 2022	28	14	14	
NCR-00112	Lack of RRVA not having a RRVA's Local Affairs Project Manager on staff	12	12	12	
NCR-00123	MFDA-NCR-0039 – Lack of implementing the process for checking and reviewing design deliverables as described in DQP 3.3 Design Deliverables Drawing Review	114	50	50	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00134	MFDA-NCR-0049 – Lack of implementing the process for checking and reviewing design deliverables	104	40	40	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00147	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F09) at 571+50	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00148	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F10) at 571+61	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00151	MFDA-NCR-0054 – Starting work without accepted ITP (F11)	9	6	6	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00154	Identification of NC in the CQMP May 2023 Audit – Tracking Completion of BUs and PEs	68	4	4	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00155	Identification of NC in the CQMP May 2023 Audit – Coordination of CQM and CM for coordinating completion of each PE and BU	68	0	0	
NCR-00171	MFDA-NCR-0056 – Starting work without accepted ITP	6	3	3	Initial Compensation Event Notice CE 027

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
					– Issuance of NCRs by Authority
NCR-00172	MFDA-NCR-0057 – Starting work without accepted ITP	3	3	3	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00174	MFDA-NCR-0055 – Starting work without accepted ITP	6	3	3	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00180	Lack of RRVA not having a safety coordinator on staff	0	0	0	
NCR-00185	MFDA-NCR-0064 – Starting work without accepted revised safety plan	109	11	11	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00199	MFDA-NCR-0075 – Lack of erosion and sedimentation protection	2	2	2	
NCR-00207	MFDA-NCR-0076 – Lack of registering Nonconformance	12	12	12	
NCR-00208	MFDA-NCR-0077 – Lack of compliance with work zone traffic	1	1	1	
NCR-00222	MFDA-NCR-0084 – Lack of conducting audit in accordance with the Audit Program	6	6	6	
NCR-00224	MFDA-NCR-0085 – Utilized compaction equipment for levee and EMB fill	130	2	2	Initial Compensation Event Notice CE 027 – Issuance of NCRs by Authority
NCR-00247	Starting construction work without having an approved Inspection and Test Plan for BNSF Prosper settlement activities	21	0	0	
NCR-00254	MFDA-NCR-0096 – Failure to provide timely notification of Hazardous Environmental Condition	55	0	0	
NCR-00309	R36 – I-94 1-Week Ramp Closure	5	5	5	
<b>Total</b>		<b>1398</b>	<b>542</b>	<b>473</b>	

Pending Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
	None this period				

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00096	MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates	526	526**		Pending assessment
NCR-00109	MFDA-NCR-0035 – Lack of issuing updated PBS and WBS as a result of Buildable Unit changes identified in the Project Status Schedule Update for December 2022	449**	449**		Pending assessment
NCR-00242	MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units)	187	187		Pending assessment

Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00253	MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition	81	81		Pending assessment
NCR-00264	MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256)	374	374**		Pending assessment
NCR-00323	MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates	109**	109**		Pending assessment
NCR-00324	MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS	109**	109**		Pending assessment
NCR-00325	MFDA-NCR-0110 – Lack of including activities in PBS	109**	109**		Pending assessment
NCR-00327	MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan	187	187		Pending assessment
NCR-00330	MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS	109**	109**		Pending assessment
NCR-00347	Key Personnel Position – D&CC-CQM position not filled	3	3		Pending assessment
<b>Total</b>		<b>2243</b>	<b>2243**</b>		

\*\* Although these are different requirements, we may evaluate as concurrent Noncompliance Events related to issuance of PBS, resulting in assessing NCPs for a single Noncompliance Event only

## Jason Benson

### *MFDA Executive Director Finalist*

Jason Benson, of West Fargo, North Dakota, joined the Cass County Highway Department as a design and construction engineer in 2000. In 2011, he was promoted to county engineer. In that role, he leads and manages three Cass County Departments – Highway, Planning and Vector Control – and their combined staff of roughly 80 employees. He also oversees the County Planning Office. He’s responsible for infrastructure management of more than 630 miles of paved and gravel roads and 560 bridge structures. When flooding occurs, as it did in 2019, 2020 and 2023, he serves as the incident commander for Cass County’s flood response efforts.

Benson is a senior technical advisor for the FM Area Diversion project, collaborating with agencies on design and technical aspects for some components. He has served on numerous technical teams and committees for Metro COG, Red River Basin Commission, North Dakota Department of Transportation, North Dakota Local Technical Assistance Program, North Dakota Association of County Engineers, North Dakota Association of Counties, and Upper Great Plains Transportation Institute.

Benson also serves in the Minnesota Army National Guard. Currently, he’s a brigadier general deployed to the Middle East as the assistant division commander for Operations and Maneuver, 34<sup>th</sup> Infantry Division. He enlisted in the U.S. Army in 1989 and has had numerous leadership positions domestically as well as overseas, including in Iraq, Macedonia, Kosovo, Germany and Bosnia-Herzegovina.

Benson earned a bachelor’s degree in civil engineering from North Dakota State University, a master’s degree in management from the University of Mary’s Fargo campus, and a master’s degree in strategic studies from the U.S. Army War College. He’s a professional engineer and has completed numerous FEMA Incident Command Center courses.

His recognitions include a Gold Star Award from the North Dakota Ready Mix and Concrete Products Association for his work as a lead designer and project manager for North Dakota’s first County Highway Bonded Concrete Overlay. He received the NDDOT Vision Zero Safety Award for 2023, was named County Engineer of the Year in by the North Dakota County Engineers Association in 2021, received the National Achievement Award from the National Association of Counties in 2020, and was awarded the Outstanding Community Leadership Award by the Boy Scouts of America, Northern Lights Council, in 2019. Additionally, his department received the Asphalt Recycling and Reclamation Association’s Annual Project Award for Excellence in Soil Stabilization as well as the inaugural Vision Zero Safety Program Award, both in 2019.

Among Benson’s more than 50 military awards and badges are a Bronze Star Medal, Meritorious Service Medal, Combat Infantryman Badge, Airborne Badge and Ranger Tab.



## Daniel Sundberg

### ***MFDA Executive Director Finalist***

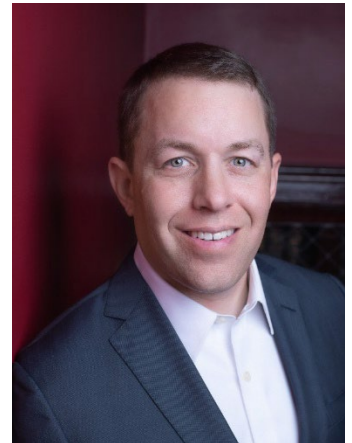
Daniel Sundberg, of Fargo, N.D., works as a site lead for Bayer Crop Sciences, a West Fargo soybean production facility that reports to Bayer Crop Sciences in St. Louis, Missouri. He's responsible for the site's safety, quality and production goals. Since being hired to the position in 2023, he has led a reorganization, helped exceed targeted quality scores, and increased production levels year-over-year. Under his leadership, the West Fargo seed production facility achieved a star rating with zero action items from OSHA's Voluntary Protection Program audit in August 2024.

Prior to working for Bayer, Sundberg served for more than 20 years in the U.S. Army, retiring as a lieutenant colonel in 2023. While in the military, he led organizations as large as 600 people and, for eight years, he oversaw an annual budget for procuring, improving and maintaining a multimillion-dollar fleet of heavy equipment and vehicles.

Sundberg is trained and certified as a military strategist and had Pentagon assignments in 2013-15 to work on policy and intelligence initiatives. He also taught, coached and mentored Army ROTC cadets while working as a professor of military science at the University of South Dakota. He had numerous overseas assignments, serving in Germany (2004-08), Iraq (2005 and 2022), Afghanistan (2009 and 2011), Kuwait (2015) and Poland (2017). During one of his Iraq missions, he served as the senior executive (base commander) of the Al Asad Air Base, where he was responsible for more than 4,000 personnel and the strategic employment of resources throughout the Iraq and Syria area of operations.

Sundberg earned a bachelor's degree in economics from Saint Norbert College in De Pere, Wisconsin; a master's degree in policy management from the McCourt School of Public Policy at Georgetown University, Washington, D.C.; and a master's degree in business administration from the Carlson School of Management, University of Minnesota, Minneapolis. He's also a certified project management professional.

Among his many awards, Sundberg received three Bronze Star Medals, four Meritorious Service Medals, the Joint Service Commendation Medal, four Army Commendation Medals, a NATO Medal, Combat Action Badge and Secretary of Defense Identification Badge. He also was awarded the Joint Meritorious Unit Award and two Meritorious Unit Commendations.





## Dennis Lambert

### *MFDA Executive Director Finalist*

Dennis Lambert, of Lettsworth, Louisiana, has worked in construction and engineering for 40 years, and he has more than 20 years of experience working on river diversion projects, primarily in Louisiana. His work in the construction industry began in 1981, when he worked as a laborer and learned to tie steel for reinforced concrete pours. More recently, he worked with IEM as a benefit-cost analyst starting in 2020. In that position, he managed the hazard mitigation technical services contract with the Governor's Office of Homeland Security and Emergency Preparedness.

Prior to that, he worked as a capture team strategist for Louisiana Diversion Co. from 2017-19 and as a chief market manager/area manager for COWI North America Inc. from 2013-17. In the COWI role, he worked closely with FM Area Diversion project designers. His experience with both companies involved work in hydrology, hydraulic modeling, storm surge modeling and flood risk management. From 1999-2012, he founded and served as the principal engineer for Lambert Engineers, where he directed critical water resources and infrastructure projects, to include ensuring federal and state compliance and securing funding for post-Hurricane Katrina restoration. He also was vice president, Louisiana business unit leader for Moffatt & Nichol from 2003-05, where he worked on ecosystem restoration and flood protection efforts.

Lambert earned bachelor's degrees in civil engineering and environmental engineering as well as a master's degree in environmental engineering from Tulane University, New Orleans, Louisiana. He's a professional engineer and a certified Diplomat, Water Resources Engineer who has completed a number of certifications in engineering software and noise modeling.

In 2022, Lambert was appointed co-chairman of the Hans Albert Einstein Award by the Coasts, Oceans, Ports, & Rivers Institute (COPRI) and the Environmental & Water Resources Institute (EWRI). The award honors outstanding contributions to sediment transport, erosion control, and alluvial waterways engineering.

