

Board Agenda

Diversion Board of Authority

February 27, 2025 @ 3:30 p.m. CST

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

1. Call to Order
 - a. Roll Call of Members
2. Approve minutes from January 23, 2025
[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. 36)
 - c. DA Board Approval MOUs and Agreements [Attachment 03.00] (Pg. 56)
 - i. Wilkin County & MFDA MOU [Attachment 03.01] (Pg. 59)
 - ii. SECWRD & MFDA MOU Amendment [Attachment 03.02] (Pg. 112)
 - iii. Warren Township & MFDA MOU [Attachment 03.03] (Pg. 138)
 - iv. MDU, Sauvageau & MFDA Termination of Agreement [Attachment 03.04] (Pg. 180)
 - d. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 181)
 - i. JT Lawn Service – Task Order 2 Amendment 0 [Attachment 04.01] (Pg. 183)
 - ii. Network Center – MSA [Attachment 04.02] (Pg. 186)
 - iii. Marco Technologies, LLC – Contract Termination Letter For Information [Attachment 04.03] (Pg. 189)
 - e. OIN 839 Sale of Excess Land Recommendation Revision [Attachment 05.00] (Pg. 190)
 - f. OIN 1080Y Sale of Excess Land Recommendation Revision [Attachment 06.00] (Pg. 197)
 - g. 2025 Consultant Rate Increase [Attachment 07.00] (Pg. 205)

REGULAR AGENDA:

5. Executive Director Update
6. General Counsel Update

- a. Resolution to Repeal the Fargo-Moorhead Diversion Authority Detention Funding Policy Manual dated November 12, 2015 [Attachment 08.00] (Pg. 207)
 - b. Technical Dispute Resolution Board Update
 7. Project Updates
 - a. USACE Project Update [Attachment 09.00] (Pg. 235)
 - b. SWDCAI Project Update [Attachment 10.00] (Pg. 237)
 - c. Project Safety Update [Attachment 11.00] (Pg. 238)
 - d. P3 Monthly Update [Attachment 12.00] (Pg. 239)
 - e. January 2025 Drone Footage Video
 8. Communications Team Update
 9. Land Management Update
 - a. Property Acquisition Status Report [Attachment 13.00] (Pg. 273)
 - b. OIN 7234B, 7234C and 7234D Sale of Excess Land Recommendation [Attachment 14.00] (Pg. 280)
 10. Finance Update
 - a. Sales Tax Update 2024 Collections [Attachment 15.00] (Pg. 305)
 11. Other Business
 12. Next Meeting: March 27, 2025
 13. Adjournment
-

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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



Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 PM – January 23, 2025
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on January 23, 2025. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Jim Kapitan, Cass County Commissioner; Duane Breitling, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Lisa Borgen, Moorhead City Council; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Shelly Carlson, Mayor, City of Moorhead and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: Kevin Campbell, Clay County Commissioner.

1. CALL TO ORDER

Mr. Grindberg called the meeting to order at 3:30 PM. Roll call was taken, and a quorum was present.

2. APPROVE THE MINUTES FROM THE DECEMBER 19, 2024, MEETING

MOTION PASSED

Ms. Kolpack moved to approve the minutes from the December 19, 2024, meeting and Mr. Piepkorn seconded the motion. On a voice vote, the motion carried.

3. APPROVE THE MINUTES FROM THE JANUARY 9, 2025, ANNUAL MEETING

MOTION PASSED

Mr. Breitling moved to approve the minutes from the January 9, 2025, annual meeting and Mayor Dardis seconded the motion. On a roll call vote, the motion carried.

4. RECOGNITION PRESENTATION

Mr. Grindberg recognized Chad Peterson and Mary Scherling (virtually), for their twelve years of service to the board, presenting them with a framed collage. Mayor Carlson was presented a painting of Moorhead, acknowledging her past year as the board chair.

5. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

Mayor Mahoney moved approve the order of the agenda, amending it to remove item 9. c., and Ms. Kolpack seconded the motion. On a voice vote, the motion carried.

6. APPROVE THE CONSENT AGENDA

MOTION PASSED

Mr. Grindberg asked for a motion to approve the Consent Agenda, indicating that he would abstain from voting on item 6., c., iii. Mayor Mahoney moved to approve the Consent Agenda and Mr. Steen seconded the motion.

MOTION PASSED

Mayor Carlson amended the initial motion and moved to approve items 6 a., b., c., i., ii., iv., and v., and Mr. Grindberg accepted the amendment. On a roll call vote, the motion carried.

MOTION PASSED

Mr. Piepkorn moved to approve item 6., c., iii., and Mayor Carlson seconded the motion. On a roll call vote, with Mr. Grindberg abstaining, the motion carried.

7. STATE OF THE DIVERSION

Mr. Grindberg provided a State of the Diversion overview highlighting the following:

- 1) 68 components under construction
- 2) Construction Completion
- 3) Executive Director Onboarding
- 4) Five-Year Strategic Plan
- 5) Construction Commissioning and O&M Transition Plan
- 6) Long-Term Priorities

The presentation can be viewed in its entirety at www.fmdiversion.gov.

8. CO-EXECUTIVE DIRECTOR'S UPDATE

a. Approve MFDA Classification & Compensation Matrix

Mr. Redlinger provided the MFDA classification and compensation matrix that was developed by MRA and asked the board for approval to implement the matrix.

MOTION PASSED

Mayor Carlson moved to approve the classification and compensation matrix, and Ms. Kolpack seconded the motion. On a roll call vote, the motion carried.

9. GENERAL COUNSEL UPDATE

a. Resolution Confirming the Appointment of Members to the Diversion Authority Board and Committees

MOTION PASSED

Mr. Breitling moved to confirm the appointment of members to the board and committees as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

b. Election of Vice Chair for the Diversion Authority Board

MOTION PASSED

Mayor Carlson moved to nominate Mr. Kevin Campbell as the vice chair of the board and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

d. Update on TDRB Meetings

Mr. Shockley provided an update on the TDRB after the recent opinion from the NDAG. MFDA counsel worked with the TDRB independent counsel to compile notices, agendas and minutes from past meetings. These can be found on the MFDA website.

Currently, there are no meetings of the TDRB or the FDRB scheduled.

10. PROJECT UPDATES**a. USACE Project Update**

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 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 100% complete. Partial turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

4 Red River Structure (RRS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 71% complete. Construction completion date is 29 April 2026. Tainter gate #3 delivery and bay 3 winter enclosure construction ongoing. Concrete placements in January for approach apron and dam walls.

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. Encroachments continue to be an issue.

6 Drayton Dam Mitigation Project Design – Construction

Construction is complete. Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual will be finalized once MFDA provides comments.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 76% complete but continues to be behind schedule. Scheduled completion date of 13 October 2024 was not met. Revised schedule and completion date pending.

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 24 September 2025.

Reach SE-1B: Awarded 27 February and is 29% 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 37% complete. CR 16 is open for winter. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is preparing lands for additional planting next season.

Reach SE-4: Awarded 28 May and is 5% complete. Contract completion date is 3 June 2026.

9 FY25 Contract Awards:

SE-3: Contract was awarded to HSG Park JV 2, LLC on 2 January 2025 for \$18.7 million plus an additional \$3.6 million in option work to close remaining gaps in southern embankment.

SE-5: Bid opening held 18 December. Contract award: January 2025

Forest Mitigation #2: Advertised 18 December 2024. Proposals due 22 January. Award in February.

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:

Misc. Highlights

- Channel Reach 1
- Channel Excavation
- 52nd Ave W Crossing
- CR-14 Crossing

30 to 60-Day Outlook

- BNSF Prosper
- Maple River Aqueduct
- Red River Structure

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period December 1, 2024, to December 31, 2024. He reported that there was one recordable incidence as a result of a slip/fall that required treatment. There were no other incidents to report.

d. P3 Monthly Update

Mr. Barthel provided an update on the progress in the environmental area. Native grasses are being re-seeded per the 404 permit requirements and the mitigation of wetlands is currently underway. The cultural monitoring history preservation efforts continue to preserve the history of the tribes as well as any artifacts. With the limited excavation that has been allowed, there have been no major finds to date. Please reach out to Mr. Barthel if you have any questions regarding the report.

e. January 2025 Drone Video

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

11. COMMUNICATIONS TEAM UPDATE

Ms. Willson provided the following communications update:

Outreach Products

Media Relations:

- Year-in-review release with video and infographic received good coverage
- Release on board chairperson change also received local coverage

Event Facilitation:

- State of the Cities
- Red River Basin Commission conference

Materials:

- Faces of the Diversion: D.J. Gunville
- The Diversion Current: winter construction

12. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Ms. Smith provided the following property acquisition status report:

- 98.4% completion in the Construction Footprint
- 57.8% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 57.8% of the parcels in the Upstream Mitigation Area have been acquired
- 77.3% 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:

- Continued negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed on 2 parcels / 2 owners in the UMA
- Completing appraisal reports for Christine area flowage easements and Sheyenne River Benching Project
- Continuing the process of disposing of Excess Lands
 - 39 parcels / 682.83 acres have been approved as Excess Lands

- 17 parcels / 546.36 acres are moving through the Policy
- 22 parcels / 136.47 acres have been sold or pending closing
- Continued work on farmland leases for 2025
- Reminder: The vacate dates for occupied Minnesota properties
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

13. FINANCE UPDATE

a. 2025 Final Cash Budget

Mayor Dardis reported that the January bills payable totaled \$4,670,034, and the current grand total net position is \$304,861,402. Mayor Dardis also reported that all the contracting actions presented were approved and the 2025 cash budget was approved in the amount of \$424,055,689.

MOTION PASSED

Mayor Dardis made a motion to approve the 2025 cash budget of \$424,055,689 and Mayor Carlson seconded the motion. On a roll call vote, the motion carried.

b. MN Funding Legislative Update

Mayor Carlson reported that there has been a significant amount of preparation prior to the Minnesota legislative session. The City of Moorhead met with Senator Kupec, and Representatives Joy and Keeler regarding the \$16,000,000 request for the City of Moorhead in-town work (lift stations). Any remaining funds left would be utilized for county work. Clay County Commissioners Mongeau and Krabbenhoft are currently in St. Paul lobbying for the request.

c. Sales Tax Update 2024 Collections

Mr. Shockley reported that the 2024 sales tax collections are approximately \$63,000,000, which is up about 3.48% from last year. He also noted that collections are reported a month or two behind so the total may change slightly.

14. CLOSED EXECUTIVE SESSION

Closed executive session pursuant to N.D.C.C. § 44-04-19.2 and N.D.C.C. § 44-04-19.1 (2) and (9) for attorney consultation with General Counsel regarding an update of the status of the on-going compensation event claims and for negotiations update/direction regarding a potential amendment to the Project Agreement for the Storm Water Diversion Channel and Associated Infrastructure to resolve said compensation event claims.

MOTION PASSED

Mayor Mahoney moved to go into executive session and Mr. Breitling seconded the motion. On a voice vote, the motion carried.

The board retreated to the Red River Room at 4:22 PM.

The board returned to the Commission Chambers at 4:58 PM.

15. OTHER BUSINESS

There was no other business to discuss.

16. NEXT MEETING

The next meeting will be on February 27, 2025.

17. ADJOURNMENT

Ms. Kolpack moved to adjourn, and Mr. Breitling seconded the motion. The meeting adjourned at 5:00 PM.

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
January 31, 2025

| | FM Diversion Project Fund | Budget Fund | Grand Total |
|---------------------------|--------------------------------------|--------------------|-----------------------|
| Assets | | | |
| Cash | \$ 282,639,459 | \$ 408,963 | \$ 283,048,422 |
| Cash Horace 3.01 MIT | 4,415,399 | - | 4,415,399 |
| Cash BRRWD | 8,973,956 | - | 8,973,956 |
| Cash Held In Trust at BND | | | |
| Excess Revenue Fund | 706,045 | - | 706,045 |
| Temp Debt Obligation Fund | 2,076,796 | - | 2,076,796 |
| Authority Loan Fund | 175,519 | - | 175,519 |
| P3 Reserve Fund | 16,793,482 | - | 16,793,482 |
| SRF Loan Reserve Fund | 2,379,451 | - | 2,379,451 |
| Revenue Fund | 2,744 | - | 2,744 |
| Prepaid Expense | 3,360,072 | - | 3,360,072 |
| Refundable Deposit | 50,000 | - | 50,000 |
| Total assets | 321,572,922 | 408,963 | 321,981,885 |
| Liabilities | | | |
| Vouchers payable | - | - | - |
| Retainage payable | 18,000 | - | 18,000 |
| Rent Deposit | 18,250 | - | 18,250 |
| Deferred Revenue | - | - | - |
| Total liabilities | 36,250 | - | 36,250 |
| NET POSITION | \$ 321,536,672 | \$ 408,963 | \$ 321,945,635 |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|------------------------|--------------------|------------------------------|----------------|------------------------|
| 770-7910-429.11-00 | 23/01/2025 | 341963 | Cass County Government | \$3,250.00 | DEC DIRECTOR PAY | V00106 | EXECUTIVE DIRECTOR |
| | 23/01/2025 | 341963 | Cass County Government | \$72,702.85 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| | 03/01/2025 | EK13240 | City of Fargo | \$3,250.00 | City of Fargo - M. Redlinger | V05417 | FLOOD ADMINISTRATION |
| | 28/01/2025 | EK13240 | City of Fargo | \$3,250.00 | City of Fargo - M. Redlinger | V05417 | FLOOD ADMINISTRATION |
| Full Time Staff / Salaries | | | | \$82,452.85 | | | |
| 770-7910-429.20-01 | 23/01/2025 | 341963 | Cass County Government | \$8,420.68 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Health Insurance | | | | \$8,420.68 | | | |
| 770-7910-429.20-03 | 23/01/2025 | 341963 | Cass County Government | \$160.00 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Dental Insurance | | | | \$160.00 | | | |
| 770-7910-429.20-06 | 23/01/2025 | 341963 | Cass County Government | \$29.20 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Vision Insurance | | | | \$29.20 | | | |
| 770-7910-429.21-01 | 23/01/2025 | 341963 | Cass County Government | \$2,198.68 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Social Security | | | | \$2,198.68 | | | |
| 770-7910-429.21-02 | 23/01/2025 | 341963 | Cass County Government | \$1,035.53 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Employee Benefits / Medicare | | | | \$1,035.53 | | | |
| 770-7910-429.22-07 | 23/01/2025 | 341963 | Cass County Government | \$9,640.39 | DEC DIVERSION PAYROLL | V00106 | EXECUTIVE DIRECTOR |
| Pension Benefits / Retirement | | | | \$9,640.39 | | | |
| 770-7910-429.33-37 | 09/01/2025 | 341647 | HighRoad Partners, LLC | \$600.00 | JAN HR PARTNER-DIVERSION | V09701 | HR SERVICES |
| Other Services / HR Services | | | | \$600.00 | | | |
| 770-7910-429.34-15 | 02/01/2025 | 341571 | CONSOLIDATED COMMUNI | \$470.00 | 701-150-0113/0 INTERNET | V00106 | EXECUTIVE DIRECTOR |
| | 09/01/2025 | 341676 | Marco Technologies | \$684.00 | NOV IT SERVICE-DIVERSION | V10301 | SERVICE AGREEMENT - IT |
| | 23/01/2025 | 341968 | CONSOLIDATED COMMUNI | \$470.00 | ACCT 701-150-0113/0 | V00106 | EXECUTIVE DIRECTOR |
| | 23/01/2025 | 342009 | Marco Technologies | \$62.00 | DIVERSION IT SERVICES | V10301 | SERVICE AGREEMENT - IT |
| | 23/01/2025 | 342009 | Marco Technologies | \$2,206.27 | 1/4-2/3 BASE RATE | V10301 | SERVICE AGREEMENT - IT |
| Technical Services / Computer Services | | | | \$3,892.27 | | | |
| 770-7910-429.53-20 | 23/01/2025 | 341963 | Cass County Government | \$420.00 | MISC DIVERSION EXP | V00106 | EXECUTIVE DIRECTOR |
| Communications / Cellular Phone Service | | | | \$420.00 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 770-7910-429.56-60 | 23/01/2025 | 341963 | Cass County Government | \$2,620.19 | MISC DIVERSION EXP | V00106 | EXECUTIVE DIRECTOR |
| In State Travel / In State Travel Expenses | | | | \$2,620.19 | | | |
| 770-7910-429.61-10 | 23/01/2025 | 341963 | Cass County Government | \$109.00 | MISC DIVERSION EXP | V00106 | EXECUTIVE DIRECTOR |
| General Supplies / Office Supplies | | | | \$109.00 | | | |
| 770 Subtotal | | | | \$111,578.79 | | | |
| 790-7910-429.33-25 | 02/01/2025 | 341583 | OHNSTAD TWICHELL PC | \$81,200.54 | DIVERSION LEGAL SERVICE | V00102 | General & Admin. WIK |
| | 23/01/2025 | 341947 | Ankura Consulting Group LLC | \$76,044.50 | 2024 SCHEDULING SERVICES | V12801 | SCHEDULING EXPERTISE |
| | 23/01/2025 | 341975 | DORSEY & WHITNEY LLP | \$107,066.95 | LEGAL SERVICES THRU NOVEM | V00101 | Dorsey Whitney Legal |
| | 30/01/2025 | 342146 | DORSEY & WHITNEY LLP | \$85,923.24 | LEGAL SERVICES | V00101 | Dorsey Whitney Legal |
| | 30/01/2025 | 342216 | OHNSTAD TWICHELL PC | \$104,974.50 | DIVERSION LEGAL SERVICES | V00102 | General & Admin. WIK |
| Other Services / Legal Services | | | | \$455,209.73 | | | |
| 790-7910-429.34-20 | 30/01/2025 | 342118 | C THREE MEDIA, LLC | \$6,696.00 | VIDEOGRAPHY SERVICES | V08601 | VIDEOGRAPHY |
| | 30/01/2025 | 342210 | Neon Loon Communications, LL | \$11,433.02 | DIVERSION COMMUNICATIONS | V09601 | COMMUNICATIONS SUPPORT |
| Technical Services / Marketing / Public Relat. | | | | \$18,129.02 | | | |
| 790-7910-429.34-40 | 09/01/2025 | 341629 | Flint Group | \$150.00 | WEBSITE DESIGN | V10201 | WEBSITE DESIGN |
| | 16/01/2025 | 341814 | Flint Group | \$2,800.00 | DIVERSION WEBSITE DESIGN | V10201 | WEBSITE DESIGN |
| Technical Services / Web Site Develop/Maintain | | | | \$2,950.00 | | | |
| 790-7910-429.34-56 | 27/01/2025 | EK01250 | City of Fargo | \$18,007.50 | FISCAL AGENT FEE-01/2025 | V05902 | MONTHLY FISCAL AGENT FEE |
| Technical Services / FMDA Fiscal Agent Fees | | | | \$18,007.50 | | | |
| 790-7910-429.38-68 | 30/01/2025 | 342160 | GA Group, PC | \$4,000.00 | JAN-GOVT RELATIONS | V07601 | 2021 GOVERNMENT RELATIONS |
| Other Services / Lobbyist | | | | \$4,000.00 | | | |
| 790-7910-429.42-05 | 23/01/2025 | 341945 | Ambassador, Inc. | \$1,850.00 | DIVERSION OFFICE CLEANING | V10501 | JANITORIAL SERVICES |
| Cleaning Services / Custodial Services | | | | \$1,850.00 | | | |
| 790-7910-429.43-50 | 30/01/2025 | 342101 | Affinixtext Inc | \$6,553.06 | DOCUMENT MGMT SERVICES | V11001 | DOCUMENT MGMT SERVICES |
| Repair and Maintenance / Maintenance Service Contract | | | | \$6,553.06 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|-------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7915-429.33-05 | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$223,427.80 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$211,304.81 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$164,799.00 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$212,101.68 | DIVERSION MITIGATION | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 30/01/2025 | 342100 | AECOM | \$5,253.00 | CULTURAL RESOURCES INVEST | V01004 | SEAI CULTURAL RES INVEST |
| | 30/01/2025 | 342128 | MOORE ENGINEERING INC | \$630.00 | MOORE ENGINEERNG, INC | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | MOORE ENGINEERING INC | \$630.00 | MOORE ENGINEERNG, INC | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$818,146.29 | | | |
| 790-7920-429.33-05 | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$42,871.61 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$56,066.37 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$42,941.93 | DIVERSION MITIGATION | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$23,910.43 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$165,790.34 | | | |
| 790-7920-429.33-79 | 09/01/2025 | 341610 | CH2M Hill Engineers Inc | \$514,602.84 | PROGRAM MANAGEMENT | V00211 | CH2M HILL-6/2019-12/2021 |
| | 09/01/2025 | 341610 | CH2M Hill Engineers Inc | \$924,557.90 | SUPPORT SERVICES | V00212 | P3 PROCUREMENT SUPPORT |
| Other Services / Construction Management | | | | \$1,439,160.74 | | | |
| 790-7930-429.33-05 | 02/01/2025 | 341563 | ADVANCED ENGINEERING I | \$131,631.25 | NOV DIVERSION PROJECT | V00302 | PROGRAM MGMT SERVICES |
| | 02/01/2025 | 341563 | ADVANCED ENGINEERING I | \$162,590.77 | OCT DIVERSION PROJECT | V00302 | PROGRAM MGMT SERVICES |
| | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$72,281.82 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$47,579.97 | DIVERSION PROJECT | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$62,855.69 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$23,398.75 | DIVERSION MITIGATION | V01634 | H&H MITIG. & PERMIT SUPPO |
| | 30/01/2025 | 342099 | ADVANCED ENGINEERING I | \$120,830.36 | DEC DIVERSION PROJECT | V00302 | PROGRAM MGMT SERVICES |
| | 30/01/2025 | 342128 | HDR Engineering, Inc. | \$7,184.17 | HDR ENGINEERING INC | V01201 | Cass Joint Water ROE |
| | 30/01/2025 | 342128 | HDR Engineering, Inc. | \$7,184.17 | HDR ENGINEERING INC | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | SRF Consulting Group | \$31,660.85 | SRF CONSULTING GROUP | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | SRF Consulting Group | \$31,660.85 | SRF CONSULTING GROUP | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$698,858.65 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|--------------------------------|---------------------|--------------------------|----------------|---------------------------|
| 790-7930-429.33-25 | 30/01/2025 | 342128 | Larkin Hoffman Attorneys | \$15,979.96 | LARKIN HOFFMAN | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | Larkin Hoffman Attorneys | \$15,979.96 | LARKIN HOFFMAN | V01201 | Cass Joint Water ROE |
| | 30/01/2025 | 342128 | OHNSTAD TWICHELL PC | \$123,427.73 | OHNSTAD TWICHELL, PC | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | OHNSTAD TWICHELL PC | \$123,427.73 | OHNSTAD TWICHELL, PC | V01201 | Cass Joint Water ROE |
| | 30/01/2025 | 342128 | OHNSTAD TWICHELL PC | \$799.00 | OHNSTAD TWICHELL, PC | V01203 | Cass Joint Water OHB |
| Other Services / Legal Services | | | | \$279,614.38 | | | |
| 790-7930-429.33-32 | 30/01/2025 | 342128 | CROWN APPRAISALS | \$13,500.00 | CROWN APPRAISALS | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | CROWN APPRAISALS | \$13,500.00 | CROWN APPRAISALS | V01201 | Cass Joint Water ROE |
| | 30/01/2025 | 342128 | DKJ Appraisal LLC | \$7,750.00 | DKJ APPRAISAL LLC | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | DKJ Appraisal LLC | \$7,750.00 | DKJ APPRAISAL LLC | V01201 | Cass Joint Water ROE |
| | 30/01/2025 | 342128 | Tinjum Appraisal Company, Inc. | \$10,000.00 | TINJUM APPRAISAL COMPANY | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | Tinjum Appraisal Company, Inc. | \$10,000.00 | TINJUM APPRAISAL COMPANY | V01201 | Cass Joint Water ROE |
| Other Services / Appraisal Services | | | | \$62,500.00 | | | |
| 790-7930-429.33-79 | 09/01/2025 | 341610 | CH2M Hill Engineers Inc | \$18,048.53 | PROPERTY ACQUISITION | V00210 | CH2M HILL-LAND ACQUISITON |
| Other Services / Construction Management | | | | \$18,048.53 | | | |
| 790-7930-429.38-99 | 02/01/2025 | 341580 | NDSU BUSINESS OFFICE-BO | \$27,141.64 | NDAWN WEATER GAUGE | V02703 | WEATHER GAUGE AGREEMENT |
| Other Services / Other Services | | | | \$27,141.64 | | | |
| 790-7930-429.42-20 | 09/01/2025 | 341659 | JT LAWN SERVICE LLC | \$925.00 | DIVERSION SNOW REMOVAL | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 09/01/2025 | 341659 | JT LAWN SERVICE LLC | \$925.00 | DIVERSION SNOW REMOVAL | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 09/01/2025 | 341659 | JT LAWN SERVICE LLC | \$925.00 | DIVERSION SNOW REMOVAL | V01701 | ND LAND - BIOTIC GEO MORP |
| Cleaning Services / Snow Clearing | | | | \$2,775.00 | | | |
| 790-7930-429.52-70 | 23/01/2025 | 342064 | Watts and Associates, Inc. | \$1,198.74 | CROP INSURANCE PROJECT | V06901 | CROP INSURANCE DEVELOPMN |
| Insurance / Crop Insurance | | | | \$1,198.74 | | | |
| 790-7930-429.61-50 | 30/01/2025 | 342128 | CASS COUNTY JOINT WATE | \$17.25 | UPS | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | CASS COUNTY JOINT WATE | \$17.25 | UPS | V01201 | Cass Joint Water ROE |
| General Supplies / Postage | | | | \$34.50 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|---------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.62-51 | 30/01/2025 | 342121 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342121 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342121 | Cass County Electric Cooperativ | \$113.00 | ACCT #1184422 DIVERSION | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | Cass County Electric Cooperativ | \$312.25 | CASS COUNTY ELECTRIC COOP | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | Cass County Electric Cooperativ | \$312.25 | CASS COUNTY ELECTRIC COOP | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | Cass County Electric Cooperativ | \$312.25 | CASS COUNTY ELECTRIC COOP | V01701 | ND LAND PURCH-OUT OF TOWN |
| Energy / Electricity | | | | \$1,275.75 | | | |
| 790-7930-429.67-11 | 30/01/2025 | 315892 | 5002 - RYAN C & JESSICA L | \$14,195.00 | RYAN & JESSICA RICHARD | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 315892 | 5002 - RYAN C & JESSICA L | \$14,195.00 | RYAN & JESSICA RICHARD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 315892 | 5002 - RYAN C & JESSICA L | \$14,195.00 | RYAN & JESSICA RICHARD | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1093X - RICHARD FARM ENT | \$2,692.00 | MARIE SHOENING | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1093X - RICHARD FARM ENT | \$2,692.00 | MARIE SHOENING | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1093X - RICHARD FARM ENT | \$2,692.00 | MARIE SHOENING | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$17,974.39 | SCOTT & MARYJANE NIPSTAD | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$17,974.39 | SCOTT & MARYJANE NIPSTAD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$17,974.39 | SCOTT & MARYJANE NIPSTAD | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$38,320.62 | BRETT & HEIDI ODEGAARD | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$38,320.62 | BRETT & HEIDI ODEGAARD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$38,320.62 | BRETT & HEIDI ODEGAARD | V01701 | OXBOW MOU-RESIDENT RLCTN |
| Relocation / Residential Buildings | | | | \$219,546.03 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.67-12 | 30/01/2025 | 342128 | 1087N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1087N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1087N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1093N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1093N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1093N - RICHARD FARM ENT | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1095 - RICHARD FARM ENTE | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1095 - RICHARD FARM ENTE | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1095 - RICHARD FARM ENTE | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1113 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1113 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1113 - TERRY M & KRISTIE | \$44,382.50 | JOSEPH & JOLENE SAUVAGEAU | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1972 - BRODSHAUG 2 | \$63,105.22 | BRODSHAUG CASS COUNTY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1972 - BRODSHAUG 2 | \$63,105.22 | BRODSHAUG CASS COUNTY | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1972 - BRODSHAUG 2 | \$63,105.22 | BRODSHAUG CASS COUNTY | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$27,339.16 | BRETT & HEIDI ODEGAARD | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$27,339.16 | BRETT & HEIDI ODEGAARD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 2014 - ODEGAARD 4 | \$27,339.16 | BRETT & HEIDI ODEGAARD | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 5002 - RYAN C & JESSICA L | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 5002 - RYAN C & JESSICA L | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 5002 - RYAN C & JESSICA L | \$11,183.35 | RICHARD FARM ENTERPRISES | V01701 | OXBOW MOU-RESIDENT RLCTN |
| Relocation / Commercial Buildings | | | | \$671,828.34 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|--------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.71-30 | 30/01/2025 | 342128 | 0831 - LOFFELMACHER | \$431,999.39 | THE TITLE COMPANY | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 0831 - LOFFELMACHER | \$431,999.39 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 0831 - LOFFELMACHER | \$431,999.39 | THE TITLE COMPANY | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$1,000.00 | TERRY & KRISTI SAVAGEAU | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$1,000.00 | TERRY & KRISTI SAVAGEAU | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1112 - TERRY M & KRISTIE | \$1,000.00 | TERRY & KRISTI SAVAGEAU | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1912 - DUVAL 7 | \$1,000.00 | DARWIN & SANDRA DUVAL | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 1912 - DUVAL 7 | \$1,000.00 | DARWIN & SANDRA DUVAL | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1912 - DUVAL 7 | \$1,000.00 | DARWIN & SANDRA DUVAL | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1948 - COSSETTE 1 | \$718,704.29 | THE TITLE COMPANY | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 1948 - COSSETTE 1 | \$718,704.29 | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 1948 - COSSETTE 1 | \$718,704.29 | THE TITLE COMPANY | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$500.00 | SCOTT & MARYJANE NIPSTAD | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$500.00 | SCOTT & MARYJANE NIPSTAD | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 2010 - NIPSTAD 5 | \$500.00 | SCOTT & MARYJANE NIPSTAD | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 30/01/2025 | 342128 | 9749N - KARN E JAMESON | (\$3,500.00) | THE TITLE COMPANY | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | 9749N - KARN E JAMESON | (\$3,500.00) | THE TITLE COMPANY | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | 9749N - KARN E JAMESON | (\$3,500.00) | THE TITLE COMPANY | V01701 | OXBOW MOU-RESIDENT RLCTN |
| Land / Land Purchases | | | | \$3,449,111.04 | | | |
| 790-7930-429.73-20 | 23/01/2025 | 342044 | Schmidt and Sons Inc. | \$80,000.00 | DIVERSION PROPERTY STRUCT | V03819 | TO12-WP38C-OIN 9347 |
| Infrastructure / Site Improvements | | | | \$80,000.00 | | | |
| 790-7930-429.80-17 | 16/01/2025 | 341778 | CASS COUNTY TREASURER | \$2,017.23 | METRO FLOOD DIVERSION | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 16/01/2025 | 341778 | CASS COUNTY TREASURER | \$2,017.23 | METRO FLOOD DIVERSION | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 16/01/2025 | 341778 | CASS COUNTY TREASURER | \$2,017.23 | METRO FLOOD DIVERSION | V01701 | ND LAND - BIOTIC GEO MORP |
| Debt Service / Property Tax - FMDA | | | | \$6,051.69 | | | |
| 790-7931-429.33-05 | 30/01/2025 | 342133 | SRF Consulting Group | \$7,467.79 | SRF CONSULTING GROUP | V06201 | MCCJPA - MN ROE |
| Other Services / Engineering Services | | | | \$7,467.79 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|--------------------------|--------------------|------------------------|----------------|---------------------|
| 790-7931-429.33-25 | 30/01/2025 | 342133 | Larkin Hoffman Attorneys | \$7,771.50 | LARKIN HOFFMAN | V06201 | MCCJPA - MN ROE |
| | 30/01/2025 | 342133 | OHNSTAD TWICHELL PC | \$76,733.56 | OHNSTAD TWICHELL | V06201 | MCCJPA - MN ROE |
| Other Services / Legal Services | | | | \$84,505.06 | | | |
| 790-7931-429.54-10 | 30/01/2025 | 342133 | The Hawley Herald | \$24.00 | THE HAWLEY HERALD | V06201 | MCCJPA - MN ROE |
| Advertising / Legal Publications | | | | \$24.00 | | | |
| 790-7931-429.62-51 | 30/01/2025 | 342133 | RED RIVER VALLEY COOPE | \$224.04 | RED RIVER VALLEY COOP | V02301 | MN LAND PURCHASES |
| Energy / Electricity | | | | \$224.04 | | | |
| 790-7931-429.67-11 | 30/01/2025 | 342133 | 1305 - CITIMORTGAGE, INC | \$11,706.00 | MICHELLE MORTENSON | V02301 | MN LAND PURCHASES |
| | 30/01/2025 | 342133 | 8528 - KRAGERUD/JACQUELI | \$11,937.00 | ANDREW & LISA LEECH | V02301 | MN LAND PURCHASES |
| Relocation / Residential Buildings | | | | \$23,643.00 | | | |
| 790-7931-429.71-31 | 30/01/2025 | 342133 | 9233 - MORGAN | \$92,400.00 | RACHEL & ROGER MORGAN | V02301 | MN LAND PURCHASES |
| Land / Easements | | | | \$92,400.00 | | | |
| 790-7940-429.33-06 | 23/01/2025 | 341957 | BRAUN INTERTEC CORP | \$3,392.00 | MATERIALS TESTING | V00407 | TASK ORDER #5 |
| Other Services / Quality Testing | | | | \$3,392.00 | | | |
| 790-7940-429.38-73 | 16/01/2025 | 341832 | City of Horace | \$89,429.00 | INFRASTRUCTURE REQ #5 | V11601 | HORACE 3.01 MIT |
| Other Services / Economic Relief Fund | | | | \$89,429.00 | | | |
| 790-7941-429.33-05 | 23/01/2025 | 341964 | CLAY COUNTY AUDITOR | \$72,538.45 | REIMB ULTEIG ENGINEERS | V08303 | COMSTOCK HIGHWAY 2 |
| Other Services / Engineering Services | | | | \$72,538.45 | | | |
| 790-7941-429.54-10 | 23/01/2025 | 341964 | CLAY COUNTY AUDITOR | \$60.00 | REIMB ULTEIG ENGINEERS | V08303 | COMSTOCK HIGHWAY 2 |
| Advertising / Legal Publications | | | | \$60.00 | | | |
| 790-7941-429.73-59 | 23/01/2025 | 341964 | CLAY COUNTY AUDITOR | \$130.10 | REIMB ULTEIG ENGINEERS | V08303 | COMSTOCK HIGHWAY 2 |
| Infrastructure / Street & Roadway System | | | | \$130.10 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|--------------------------------|--------------------|---------------------------|----------------|---------------------------|
| 790-7950-429.33-05 | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$18,098.79 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 09/01/2025 | 341703 | ADVANCED ENGINEERING I | \$532.50 | REIMB ADVANCED ENGINEERIN | V13201 | MURA-ENG & LEGAL WORK |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$8,549.75 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 30/01/2025 | 342200 | MOORE ENGINEERING INC | \$753.75 | REIMB MOORE ENGINEERING | V08901 | MAPLE RIVER-DRAIN EXPENSE |
| | 30/01/2025 | 342229 | MOORE ENGINEERING INC | \$6,706.25 | REIMB MOORE ENGINEERING | V08801 | RUSH RIVER-DRAIN EXPENSE |
| | 03/01/2025 | EK13240 | KLJ ENGINEERING, LLC | \$4,813.05 | KLJ ENGINEERING, LLC | V05434 | FM24A-S UNIV WALL REP |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$1,560.18 | HOUSTON ENGINEERING INC | V05408 | FLOOD MIT-ROYAL OAKS AREA |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$1,331.35 | HOUSTON ENGINEERING INC | V05410 | FLOOD MIT-ELM CIRCLE AREA |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$1,980.00 | HOUSTON ENGINEERING INC | V05411 | FLOOD MIT-OAK GROVE AREA |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$1,918.50 | HOUSTON ENGINEERING INC | V05426 | RR EROSION-UNIV & 52ND AV |
| | 28/01/2025 | EK13240 | KLJ ENGINEERING, LLC | \$1,327.15 | KLJ ENGINEERING, LLC | V05434 | FM24A-S UNIV WALL REP |
| Other Services / Engineering Services | | | | \$47,571.27 | | | |
| 790-7950-429.33-06 | 30/01/2025 | 342113 | BRAUN INTERTEC CORP | \$73,985.75 | MATERIALS TESTING | V00406 | TASK ORDER #4 |
| Other Services / Quality Testing | | | | \$73,985.75 | | | |
| 790-7950-429.33-25 | 30/01/2025 | 342229 | OHNSTAD TWICHELL PC | \$878.50 | REIMB OHNSTAD TWICHELL | V08801 | RUSH RIVER-DRAIN EXPENSE |
| Other Services / Legal Services | | | | \$878.50 | | | |
| 790-7950-429.33-32 | 03/01/2025 | EK13240 | Tinjum Appraisal Company, Inc. | \$3,000.00 | TINJUM APPRAISAL COMPANY | V05405 | LEVEE/FLOODWALL - BELMONT |
| | 28/01/2025 | EK13240 | SRF Consulting Group | \$132.63 | SRF CONSULTING GROUP, INC | V05401 | DEMOLITION/LEVEE-HARWOOD |
| Other Services / Appraisal Services | | | | \$3,132.63 | | | |
| 790-7950-429.38-99 | 30/01/2025 | 342128 | City of Fargo | \$300.00 | CITY OF FARGO | V01701 | ND LAND - BIOTIC GEO MORP |
| | 30/01/2025 | 342128 | City of Fargo | \$300.00 | CITY OF FARGO | V01701 | ND LAND PURCH-OUT OF TOWN |
| | 30/01/2025 | 342128 | City of Fargo | \$300.00 | CITY OF FARGO | V01701 | OXBOW MOU-RESIDENT RLCTN |
| | 03/01/2025 | EK13240 | CHAD PETERSON | \$8,160.00 | PETERSON, CHAD | V05409 | FLOOD MIT-WOODCREST DRIVE |
| | 28/01/2025 | EK13240 | Key Contracting Inc | \$4,275.00 | KEY CONTRACTING INC | V05417 | FLOOD ADMINISTRATION |
| Other Services / Other Services | | | | \$13,335.00 | | | |
| 790-7950-429.41-05 | 02/01/2025 | 341570 | Cass Rural Water | \$27.05 | ACCT 18789 DIVERSION | V05006 | DIVERSION INLET UTILITY |
| Utility Services / Water and Sewer | | | | \$27.05 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------------|---------------------|---------------------------|----------------|----------------------------|
| 790-7950-429.54-10 | 03/01/2025 | EK13240 | City of Fargo | \$42.56 | City of Fargo | V05437 | STRM LIFT REHAB-#58 |
| Advertising / Legal Publications | | | | \$42.56 | | | |
| 790-7950-429.71-30 | 03/01/2025 | EK13240 | MARCY RINAS | (\$2,038.00) | RINAS, MARCY | V05409 | FLOOD MIT-WOODCREST DRIVE |
| | 28/01/2025 | EK13240 | City of Fargo | \$593,487.70 | City of Fargo | V05436 | STRM LIFT REHAB-#27 |
| Land / Land Purchases | | | | \$591,449.70 | | | |
| 790-7950-429.73-52 | 07/01/2025 | EK01250 | Red River Valley Alliance LLC | \$281,600.00 | RECORD WIRE PAYMENT TO | V11401 | P3 DEVELOPER PAYMENTS |
| | 24/01/2025 | EK13240 | Red River Valley Alliance LLC | \$0.00 | RECORD P3 DEVELOPER PMT | V11401 | P3 DEVELOPER PAYMENTS |
| | 28/01/2025 | EK13240 | Excavating Inc - Fargo | \$119,266.40 | EXCAVATING INC - FARGO | V05426 | RR EROSION-UNIV & 52ND AV |
| | 28/01/2025 | EK13240 | MASTER CONSTRUCTION C | \$8,315.07 | MASTER CONSTRUCTION CO IN | V05408 | FLOOD MIT-ROYAL OAKS AREA |
| Infrastructure / Flood Control | | | | \$409,181.47 | | | |
| 790-7950-429.73-70 | 02/01/2025 | 341569 | Cass County Electric Cooperativ | \$79,256.82 | RELOCATE GENERATORS | V04721 | TO19-RELOCATE OXBOW SUBS |
| | 02/01/2025 | 341570 | Cass Rural Water | \$26,480.52 | CASS RURAL WATER TO #9 | V05016 | TO 9 - WP38C DISCONNECTS |
| | 02/01/2025 | 341577 | Minnkota Power Cooperative | \$245,478.80 | MINNKOTA TO 6 OXBOW SUBST | V08204 | OXBOW SUBSTATION RELOCATI |
| | 09/01/2025 | 341605 | Cass County Electric Cooperativ | \$17,630.18 | CCEC TO #18 CONST IMPACTS | V04720 | TO18-MITIGATE SE2B CONST |
| | 16/01/2025 | 341776 | Cass County Electric Cooperativ | \$8,157.49 | MOVE TRANSFORMER | V04720 | TO18-MITIGATE SE2B CONST |
| | 16/01/2025 | 341776 | Cass County Electric Cooperativ | \$1,493.81 | RETIRE SERVICE | V04720 | TO18-MITIGATE SE2B CONST |
| | 16/01/2025 | 341776 | Cass County Electric Cooperativ | \$7,203.91 | SPLICE & LOWER CABLE | V04720 | TO18-MITIGATE SE2B CONST |
| | 30/01/2025 | 342130 | Cass Rural Water | \$6,213.42 | DA DISCONNECT 17177 50 ST | V05016 | TO 9 - WP38C DISCONNECTS |
| | 30/01/2025 | 342130 | Cass Rural Water | \$6,213.42 | DA DISCONNECT 4416 124 AV | V05016 | TO 9 - WP38C DISCONNECTS |
| | 30/01/2025 | 342259 | XCEL ENERGY-FARGO | \$12,771.39 | LINE MODIFICATION CAPX | V07704 | TO1-MONTICELLO-BISON TRAN |
| | 30/01/2025 | 342260 | XCEL ENERGY-FARGO | \$685.00 | ACCT 51-0015195255-6 | V07705 | TO2-DISCONNECT AT OIN 1112 |
| Infrastructure / Utilities | | | | \$411,584.76 | | | |
| 790-7951-429.73-20 | 16/01/2025 | 341782 | CENTURYLINK COMMUNIC | \$750.00 | ABANDON/REMOVE FACILITIES | V04812 | TO09-3RD ST & 160TH ABAND |
| Infrastructure / Site Improvements | | | | \$750.00 | | | |
| 790-7952-429.33-05 | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$8,640.00 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$9,696.75 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| Other Services / Engineering Services | | | | \$18,336.75 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|---------------------------------|-----------------------|---------------------------|----------------|---------------------------|
| 790-7959-429.33-05 | 03/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$4,033.00 | HOUSTON ENGINEERING INC | V05406 | DRAIN 27 LIFT STATION #56 |
| | 03/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$80,679.23 | HOUSTON ENGINEERING INC | V05433 | NR24B - LIFT STAT 11 & 57 |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$4,208.54 | HOUSTON ENGINEERING INC | V05409 | FLOOD MIT-WOODCREST DRIVE |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$36,163.26 | HOUSTON ENGINEERING INC | V05431 | STORM LIFT IMPR #47 & #48 |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$3,317.96 | HOUSTON ENGINEERING INC | V05437 | STRM LIFT REHAB-#58 |
| | 28/01/2025 | EK13240 | HOUSTON ENGINEERING IN | \$23,179.89 | HOUSTON ENGINEERING INC | V05438 | NR25D-STRM LFT RHB #41,42 |
| Other Services / Engineering Services | | | | \$151,581.88 | | | |
| 790-7959-429.38-99 | 03/01/2025 | EK13240 | Cass County Electric Cooperativ | \$400.00 | CASS COUNTY ELECTRIC-4100 | V05431 | STORM LIFT IMPR #47 & #48 |
| | 03/01/2025 | EK13240 | RED RIVER TITLE SERVICES | \$800.00 | RED RIVER TITLE SERVICES | V05436 | STRM LIFT REHAB-#27 |
| Other Services / Other Services | | | | \$1,200.00 | | | |
| 790-7959-429.73-52 | 03/01/2025 | EK13240 | Key Contracting Inc | \$796,047.27 | KEY CONTRACTING INC | V05432 | STORM LIFT IMPR #27 |
| | 03/01/2025 | EK13240 | MASTER CONSTRUCTION C | \$18,002.97 | MASTER CONSTRUCTION CO IN | V05435 | WM REP ST RCN-WOODCREST |
| | 28/01/2025 | EK13240 | Key Contracting Inc | \$81,705.21 | KEY CONTRACTING INC | V05406 | DRAIN 27 LIFT STATION #56 |
| | 28/01/2025 | EK13240 | Key Contracting Inc | \$1,166,473.46 | KEY CONTRACTING INC | V05432 | STORM LIFT IMPR #27 |
| | 28/01/2025 | EK13240 | MASTER CONSTRUCTION C | \$146,764.17 | MASTER CONSTRUCTION CO IN | V05435 | WM REP ST RCN-WOODCREST |
| | 28/01/2025 | EK13240 | Sun Electric Inc. | \$26,809.00 | SUN ELECTRIC INC | V05433 | NR24B - LIFT STAT 11 & 57 |
| Infrastructure / Flood Control | | | | \$2,235,802.08 | | | |
| 790-7990-429.33-05 | 09/01/2025 | 341650 | HOUSTON-MOORE GROUP L | \$77,692.90 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 16/01/2025 | 341833 | HOUSTON-MOORE GROUP L | \$38,297.73 | DIVERSION PROJECT | V01633 | DESIGN & CONST. SUPPORT |
| | 30/01/2025 | 342128 | MOORE ENGINEERING INC | \$1,770.00 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water OHB |
| | 30/01/2025 | 342128 | MOORE ENGINEERING INC | \$1,770.00 | MOORE ENGINEERING, INC | V01201 | Cass Joint Water ROE |
| Other Services / Engineering Services | | | | \$119,530.63 | | | |
| 790-7990-429.33-25 | 02/01/2025 | 341583 | OHNSTAD TWICHELL PC | \$38,199.50 | DIVERSION LEGAL SERVICE | V00102 | General & Admin. WIK |
| | 30/01/2025 | 342216 | OHNSTAD TWICHELL PC | \$27,227.30 | DIVERSION LEGAL SERVICES | V00102 | General & Admin. WIK |
| | 09/01/2025 | EK01250 | Polsinelli PC | \$10,000.00 | RECORD WIRE PAYMENT | V13101 | TECH DISPUTE RES BOARD |
| Other Services / Legal Services | | | | \$75,426.80 | | | |
| 790-7990-429.34-57 | 27/01/2025 | 2111 | BANK OF NORTH DAKOTA | (\$18,007.50) | BND TRUSTEE FEE 01/25 | V08502 | MONTHLY TRUSTEE FEE |
| | 29/01/2025 | EK01250 | BANK OF NORTH DAKOTA | \$36,015.00 | RECORD BND'S CORRECTION | V08502 | MONTHLY TRUSTEE FEE |
| Technical Services / FMDA Trustee Fees BND | | | | \$18,007.50 | | | |

Summary Of Expenses
EXP-2025-01

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--------------------------------|------------|--------------|--------------------------------|------------------------|---------------------------|----------------|--------------------------|
| 790-7998-555.90-81 | 27/01/2025 | EK01250 | Diversion Admin Budget Transfe | \$0.00 | ANNUAL ADMIN BDGT TRF-JAN | VADMIN | Diversion Administration |
| FMDA Admin. Budget Fund | | | | \$0.00 | | | |
| 790 Subtotal | | | | \$12,993,418.74 | | | |

| | | |
|---|------------------------|----------------------------------|
| Total Amount Invoiced this period: | \$13,104,997.53 | |
| | \$0.00 | Less Paid Retainage |
| | \$13,104,997.53 | Total Less Paid Retainage |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| LAND PURCHASE | \$425,988,904.22 | \$425,988,904.22 | \$0.00 | Land Purchase |
| CH2M HILL ENGINEERS INC | \$154,012,417.39 | \$129,679,132.03 | \$24,333,285.36 | Project & Construction Management |
| HOUSTON-MOORE GROUP LLC | \$94,554,195.48 | \$78,166,909.69 | \$16,387,285.79 | Engineering Services |
| INDUSTRIAL BUILDERS INC | \$66,447,788.76 | \$65,872,498.76 | \$575,290.00 | 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 | \$44,080,290.00 | \$44,080,290.00 | \$0.00 | Debt Service |
| RICHLAND-WILKIN JPA | \$35,000,000.00 | \$35,000,000.00 | \$0.00 | Economic Impact Relief Fund |
| KEY CONTRACTING INC | \$32,448,820.60 | \$32,448,820.60 | \$0.00 | Flood Protection Services |
| OHNSTAD TWICHELL PC | \$25,915,417.56 | \$25,915,417.56 | \$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 | \$15,986,097.25 | \$13,943,690.02 | \$2,042,407.23 | Lands Management and Public Outreach |
| DORSEY & WHITNEY LLP | \$13,314,982.90 | \$13,314,982.90 | \$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 | \$8,697,059.00 | \$8,691,420.25 | \$5,638.75 | Utility Relocation, Accounting Svcs, Interest on Deficit Funds |
| MOORE ENGINEERING INC | \$8,558,255.04 | \$6,747,948.27 | \$1,810,306.77 | Engineering Services |
| RED RIVER VALLEY ALLIANCE LLC | \$8,344,313.86 | \$8,344,313.86 | \$0.00 | P3 Developer payments |
| CASS RURAL WATER | \$7,113,865.75 | \$7,099,840.21 | \$14,025.54 | Utilities and Utility Relocation |
| HOUSTON ENGINEERING INC | \$6,716,494.62 | \$6,716,494.62 | \$0.00 | Engineering Services |
| ASHURST LLP | \$6,352,853.01 | \$6,352,853.01 | \$0.00 | PPP Legal Counsel |
| SRF CONSULTING GROUP | \$6,337,957.14 | \$3,646,534.48 | \$2,691,422.66 | Engineering Services |
| NUSTAR PIPELINE OPERATING PARTNERSHIP | \$5,867,251.62 | \$5,867,251.62 | \$0.00 | Utility Relocation |
| CASS COUNTY JOINT WATER RESOURCE DI | \$5,811,404.16 | \$5,811,404.16 | \$0.00 | O/H/B Ring Levee, DPAC, Postage, Miscellaneous |
| CASS COUNTY GOVERNMENT | \$5,501,675.96 | \$5,501,675.96 | \$0.00 | Gravel on County Rd 17 Bypass |
| ERNST & YOUNG | \$5,377,000.00 | \$5,017,370.30 | \$359,629.70 | P3 Financial Advisory Services |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| SCHMIDT AND SONS INC. | \$5,267,771.68 | \$3,804,527.93 | \$1,463,243.75 | Residential Demolition in Oxbow |
| BRAUN INTERTEC CORP | \$5,080,198.56 | \$2,798,421.21 | \$2,281,777.35 | Materials Testing |
| SELLIN BROS INC | \$4,487,126.94 | \$4,487,126.94 | \$0.00 | Riverwood Flood Risk Project - Construction |
| PROSOURCE TECHNOLOGIES, INC | \$3,873,908.66 | \$3,557,364.40 | \$316,544.26 | Land Acquisition Services |
| CENTURYLINK COMMUNICATIONS | \$3,710,251.78 | \$3,710,251.68 | \$0.10 | Utility Relocation |
| RILEY BROS | \$3,656,841.67 | \$3,656,841.67 | \$0.00 | Construction - OHB Ring Levee & WP-28A |
| CASS COUNTY ELECTRIC COOPERATIVE | \$3,600,104.69 | \$2,843,143.65 | \$756,961.04 | Electrical Services |
| 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 |
| XCEL ENERGY-FARGO | \$3,213,609.99 | \$1,757,091.83 | \$1,456,518.16 | Utility Relocation |
| 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 |
| PROGRAM ADVISOR SERVICES, LLC | \$2,977,982.87 | \$2,456,063.90 | \$521,918.97 | Program Consulting Services |
| CROWN APPRAISALS | \$2,949,230.00 | \$2,393,030.00 | \$556,200.00 | Flowage Easements Valuation and Appraisal Services |
| MAGELLAN PIPELINE | \$2,852,375.85 | \$2,852,375.85 | \$0.00 | Utility Relocation |
| 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 | \$2,053,592.93 | \$521,198.19 | Engineering Services |
| AON RISK SERVICES CENTRAL INC | \$2,418,693.41 | \$2,339,756.91 | \$78,936.50 | Risk Advisory Services P3 Pre-Award |
| MASTER CONSTRUCTION CO INC | \$2,417,372.64 | \$2,417,372.64 | \$0.00 | Flood Mitigation - Royal Oaks Area - Construction |
| OXBOW, CITY OF | \$2,383,317.16 | \$2,383,317.16 | \$0.00 | OXBOW MOU - LAND ADVANCE |
| EXCAVATING INC - FARGO | \$2,328,298.24 | \$2,328,298.24 | \$0.00 | Excavation and Utilities |
| LANDWEHR CONSTRUCTION INC | \$2,304,622.16 | \$2,304,622.16 | \$0.00 | In-Town and WP-43 Demolition Contracts |
| ACONEX (NORTH AMERICA) INC | \$2,194,655.43 | \$1,885,635.99 | \$309,019.44 | Electronic Data Mgmt and Record Storage System |
| MINNKOTA POWER COOPERATIVE | \$2,155,405.68 | \$1,423,465.67 | \$731,940.01 | Utility Relocation |
| 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 | \$1,162,591.83 | \$422,510.95 | Cultural Resources Investigations |

Data Through Date: 31 January 2025

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|--|
| ULTEIG ENGINEERS INC | \$1,540,037.09 | \$1,493,586.09 | \$46,451.00 | Land Acquisition Services |
| CASS COUNTY TREASURER | \$1,481,334.87 | \$1,481,334.87 | \$0.00 | Property Taxes |
| 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 |
| US BANK | \$1,205,546.13 | \$1,205,546.13 | \$0.00 | Loan Advance Debt Service Payments |
| LARKIN HOFFMAN ATTORNEYS | \$1,133,187.31 | \$1,133,187.31 | \$0.00 | Legal Services |
| CONSOLIDATED COMMUNICATIONS | \$1,086,308.57 | \$1,086,308.57 | \$0.00 | Utility Relocation |
| CITY OF HORACE | \$1,079,925.15 | \$1,079,925.15 | \$0.00 | Infrastructure Fund |
| BANK OF NORTH DAKOTA | \$1,032,329.29 | \$1,032,329.29 | \$0.00 | Legal review fees |
| KPH, INC. | \$1,025,640.12 | \$1,025,640.12 | \$0.00 | WP-43D5 Construction |
| CLERK OF DISTRICT COURT | \$939,044.32 | \$939,044.32 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| TERRACON CONSULTING ENGINEERS | \$890,924.41 | \$890,924.41 | \$0.00 | Materials Testing |
| SBA COMMUNICATIONS | \$851,648.91 | \$851,648.91 | \$0.00 | Utility Relocation |
| ANKURA CONSULTING GROUP LLC | \$842,677.06 | \$842,677.06 | \$0.00 | Scheduling Services |
| NEON LOON COMMUNICATIONS, LLC | \$834,884.00 | \$467,841.80 | \$367,042.20 | Communications Support |
| 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 | \$799,086.35 | \$799,086.35 | \$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 |
| CLAY COUNTY AUDITOR | \$697,953.05 | \$697,953.05 | \$0.00 | Property Taxes - MN |
| PATCHIN MESSNER VALUATION COUNSELORS | \$687,462.50 | \$490,383.75 | \$197,078.75 | Property Appraisal Services |
| ERIK R JOHNSON & ASSOCIATES | \$686,572.23 | \$686,572.23 | \$0.00 | Legal Services |
| NORTHERN IMPROVEMENT COMPANY | \$682,385.59 | \$682,385.59 | \$0.00 | CR-17 asphalt paving |
| METROPOLITAN COUNCIL OF GOVERNMENTS | \$637,390.01 | \$637,390.01 | \$0.00 | Digital Aerial Photography |
| LTP ENTERPRISES INC. | \$635,772.00 | \$605,472.00 | \$30,300.00 | Test Holes and Test Well Drilling |
| NDSU BUSINESS OFFICE-BOX 6050 | \$606,145.00 | \$606,145.00 | \$0.00 | Ag Risk Study Services |

Data Through Date: 31 January 2025

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|---|
| 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 | \$468,097.75 | \$73,177.27 | Videography Services |
| LINCO, 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 | \$486,088.14 | \$469,244.27 | \$16,843.87 | Electricity - Home Buyouts |
| BUFFALO-RED RIVER WATERSHED DISTRICT | \$480,180.56 | \$480,180.56 | \$0.00 | Retention Projects - Engineering Services |
| WATTS AND ASSOCIATES, INC. | \$460,000.00 | \$409,389.84 | \$50,610.16 | Crop insurance product development 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 |
| JT LAWN SERVICE LLC | \$402,317.00 | \$393,242.00 | \$9,075.00 | Mowing and weed control |
| 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 |
| DAWSON INSURANCE AGENCY | \$362,065.41 | \$362,065.41 | \$0.00 | Property Insurance - Home Buyouts |
| 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 |
| KLJ ENGINEERING, LLC | \$310,660.40 | \$310,660.40 | \$0.00 | Lift Station Improvements |
| 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 |
| FUSION AUTOMATION INC. | \$269,698.82 | \$269,698.82 | \$0.00 | Electrical |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|------------------------------------|--|-------------------|--------------------------------|---|
| 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 |
| TINJUM APPRAISAL COMPANY, INC. | \$243,600.00 | \$154,600.00 | \$89,000.00 | Property Appraisal 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 |
| GRAY PANNELL & WOODWARD LLP | \$231,300.68 | \$231,300.68 | \$0.00 | Legal Services |
| GA GROUP, PC | \$228,229.32 | \$208,229.32 | \$20,000.00 | Government Relations |
| 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 |
| 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 |
| HOLY CROSS TOWNSHIP | \$188,000.00 | \$188,000.00 | \$0.00 | MOU payments |
| MAPLETON, CITY OF | \$179,605.00 | \$97,082.13 | \$82,522.87 | Prelim Engineering Services |
| SPRINGSTED INCORPORATED | \$178,010.15 | \$178,010.15 | \$0.00 | Financial Advisor |
| KADRMAS LEE & JACKSON, INC. | \$176,164.00 | \$176,164.00 | \$0.00 | Engineering Services |
| MUNICIPAL AIRPORT AUTHORITY | \$166,981.00 | \$166,981.00 | \$0.00 | Easement for Airport |
| SOIL BORINGS | \$166,232.50 | \$166,232.50 | \$0.00 | Soil Borings |
| RED RIVER COMMUNICATIONS | \$160,943.20 | \$0.00 | \$160,943.20 | Fiber Relocation |
| LANDVEST, INC. | \$160,000.00 | \$0.00 | \$160,000.00 | Appraisal services |
| PFM PUBLIC FINANCIAL MANAGEMENT | \$146,460.00 | \$146,460.00 | \$0.00 | Financial Advisor |
| S&P GLOBAL RATINGS | \$145,625.00 | \$145,625.00 | \$0.00 | Ratings Evaluation Service |
| DAILY NEWS | \$143,075.16 | \$143,075.16 | \$0.00 | Advertising Services |
| CHAPMAN AND CUTLER | \$140,000.00 | \$140,000.00 | \$0.00 | Legal Services |
| QUANTUM SPATIAL, INC. | \$139,061.35 | \$139,061.35 | \$0.00 | Digital Aerial Photography |

Data Through Date: 31 January 2025

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------|--|-------------------|--------------------------------|------------------------------------|
| MLGC | \$130,892.49 | \$130,892.49 | \$0.00 | Utility Relocation |
| FUGRO USA LAND, INC. | \$130,396.52 | \$130,396.52 | \$0.00 | Digital Aerial Photography |
| EIDE BAILLY LLP | \$128,772.00 | \$128,772.00 | \$0.00 | Audit Services |
| MARCO TECHNOLOGIES | \$125,554.72 | \$113,181.01 | \$12,373.71 | 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 | \$80,966.26 | \$37,663.74 | 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 |

153 Vendors Report Totals: \$1,244,802,431.41 \$1,184,642,438.73 \$60,159,992.68

METRO FLOOD DIVERSION AUTHORITY

12 February 2025

Data Through Date: 31 January 2025

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|------------|--------------------|-------------------------|--------------------------------|--------------------|---------------------|
| BIOGEO | 431 | 267 | 131 | 92% | 33 | \$1,673,857 |
| BIOGEO | 300 | 266 | 1 | 89% | 33 | \$900,422 |
| HC | 131 | 1 | 130 | 100% | 0 | \$773,435 |
| CHANNEL | 720 | 500 | 216 | 99% | 4 | \$99,124,104 |
| DA_MOB_HORACE | 5 | 2 | 0 | 40% | 3 | \$0 |
| ENV | 1 | 0 | 0 | 0% | 1 | \$0 |
| HC | 266 | 50 | 216 | 100% | 0 | \$3,568,166 |
| LAP01 | 114 | 114 | 0 | 100% | 0 | \$7,872,311 |
| LAP02 | 95 | 95 | 0 | 100% | 0 | \$13,519,297 |
| LAP03 | 81 | 81 | 0 | 100% | 0 | \$23,021,827 |
| LEGACY | 157 | 157 | 0 | 100% | 0 | \$51,141,254 |
| SheyMit | 1 | 1 | 0 | 100% | 0 | \$1,250 |
| DOWNSTREAM | 7 | 0 | 7 | 100% | 0 | \$0 |
| HC | 7 | 0 | 7 | 100% | 0 | \$0 |
| Habitat Improvem | 23 | 6 | 8 | 61% | 9 | \$2,000 |
| ENV | 5 | 5 | 0 | 100% | 0 | \$0 |
| Habitat_Shey | 10 | 1 | 0 | 10% | 9 | \$2,000 |
| HC | 8 | 0 | 8 | 100% | 0 | \$0 |
| MOBILITY | 123 | 0 | 1 | 1% | 122 | \$0 |
| DA_MOB37_MN | 51 | 0 | 0 | 0% | 51 | \$0 |
| DA_MOB37_ND | 19 | 0 | 0 | 0% | 19 | \$0 |
| DA_MOB38TH | 52 | 0 | 0 | 0% | 52 | \$0 |
| HC | 1 | 0 | 1 | 100% | 0 | \$0 |

METRO FLOOD DIVERSION AUTHORITY

12 February 2025

Data Through Date: 31 January 2025

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|--------------|--------------------|-------------------------|--------------------------------|--------------------|----------------------|
| SEAILAND | 531 | 469 | 52 | 98% | 10 | \$102,197,584 |
| DRAIN 27 | 41 | 41 | 0 | 100% | 0 | \$24,934,049 |
| HC | 60 | 8 | 52 | 100% | 0 | \$458,806 |
| LEGACY | 136 | 136 | 0 | 100% | 0 | \$23,355,985 |
| 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 | \$4,276 |
| SE-2A | 11 | 11 | 0 | 100% | 0 | \$3,968,287 |
| SE-2B | 84 | 84 | 0 | 100% | 0 | \$13,278,000 |
| SE-3 | 14 | 14 | 0 | 100% | 0 | \$1,078,007 |
| SE-4 | 70 | 63 | 0 | 90% | 7 | \$10,716,370 |
| SE-5 | 24 | 21 | 0 | 88% | 3 | \$973,621 |
| SE-INLET | 7 | 7 | 0 | 100% | 0 | \$2,952,107 |
| SE-RRCS | 37 | 37 | 0 | 100% | 0 | \$7,707,431 |
| SE-WRCS | 10 | 10 | 0 | 100% | 0 | \$438,958 |
| Sheyenne Mitigatio | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| SheyMit | 3 | 1 | 0 | 33% | 2 | \$1,750 |
| WP36 | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WRDAM | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WP38 | 1,048 | 395 | 376 | 74% | 277 | \$127,315,653 |
| HC | 380 | 4 | 376 | 100% | 0 | \$1,283,123 |
| LEGACY | 4 | 4 | 0 | 100% | 0 | \$351,448 |
| UMA | 578 | 386 | 0 | 67% | 192 | \$125,663,929 |
| 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 |
| WP40 | 18 | 8 | 10 | 100% | 0 | \$48,923 |
| DRAYTON | 7 | 7 | 0 | 100% | 0 | \$48,923 |
| HC | 10 | 0 | 10 | 100% | 0 | \$0 |
| LEGACY | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP42 | 66 | 49 | 4 | 80% | 13 | \$37,850,061 |
| HC | 4 | 0 | 4 | 100% | 0 | \$0 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$18,014,935 |
| WP42 | 56 | 43 | 0 | 77% | 13 | \$19,835,126 |

Data Through Date: 31 January 2025

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|--------------------------------|--------------|--------------------|-------------------------|--------------------------------|--------------------|----------------------|
| WP43 | 267 | 121 | 146 | 100% | 0 | \$80,370,769 |
| Non-OIN Hard Land Cost | 0 | 0 | 0 | 0% | 0 | \$22,598,547 |
| HC | 147 | 1 | 146 | 100% | 0 | \$500 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$3,589,519 |
| WP43A | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP43B | 11 | 11 | 0 | 100% | 0 | \$2,505,237 |
| WP43C | 74 | 74 | 0 | 100% | 0 | \$45,142,769 |
| WP43D | 14 | 14 | 0 | 100% | 0 | \$5,271,226 |
| WP43D5 | 5 | 5 | 0 | 100% | 0 | \$1,175,055 |
| WP43G | 9 | 9 | 0 | 100% | 0 | \$87,915 |
| Totals | 3,239 | 1,818 | 951 | 85% | 470 | \$448,587,451 |

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2025

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|--|---------------|----------------|-----------------|-----------------------|-----------------|----------------|
| Commercial Relocations - Fargo | | 16,099,989.70 | - | 16,300,462.10 | (1,100.00) | 32,399,351.80 |
| Home Buyouts - Fargo | | 3,044,054.89 | - | 521,417.80 | - | 3,565,472.69 |
| Home Buyouts - Moorhead | | 495,809.91 | - | 84,060.80 | (8,440.00) | 571,430.71 |
| Home Buyouts - Oxbow | | 29,678,181.97 | - | 17,142,531.46 | (368,167.87) | 46,452,545.56 |
| Home Buyouts - Hickson | | 1,031,674.37 | - | 120,422.18 | - | 1,152,096.55 |
| Home Buyouts - Horace | | 7,604,598.67 | - | 595,320.88 | - | 8,199,919.55 |
| Home Buyouts - Argusville | | 215,030.91 | - | 6,912.57 | - | 221,943.48 |
| Easements - Fargo | | 504,716.00 | - | - | - | 504,716.00 |
| Easements - Hickson | | 500.00 | - | - | - | 500.00 |
| Easements - Oxbow | | 55,500.00 | - | - | - | 55,500.00 |
| Easements - Diversion Inlet Control Structure | | 4,302,787.22 | - | - | - | 4,302,787.22 |
| Easements - Piezometer | | 259,765.00 | - | - | - | 259,765.00 |
| Easements - Minesota | | 1,542,370.79 | - | - | - | 1,542,370.79 |
| Farmland Purchases | | 323,866,745.01 | - | 5,109,571.44 | (19,477,605.61) | 181,711,774.72 |

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2025**

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|--|---------------|-----------------------|-----------------|------------------------------------|-----------------|-----------------------|
| Land Purchases | | 188,610,427.42 | - | 2,563,701.41 | (9,489,354.11) | 181,711,774.72 |
| 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 | 1,654,155.00 | | | | |
| 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 | | | | |
| Lot 1, Block 1, of Callies Run Subdivision being a plat of part of the E1/2 of the SE1/4 of Section 1, Township 137 North, Range 49 West, Fifth Principal Meridian, Cass County, North Dakota | 10/3/2024 | 577,359.22 | | | | |
| Lot 4, Block 1, Campbell Estates Subdivision | 10/3/2024 | 637,019.93 | | | | |
| That part of the South Half of the South Half of the Northeast Quarter of Section 20, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota | 10/3/2024 | 2,299.00 | | | | |
| Replat of Auditor's Lot One (1) of the North Half of the Southeast Quarter (NYSE) of Section Seventeen (17), Township One Hundred Thirty-seven (137), Range Forty-nine (49), Cass County, North Dakota, | 11/27/2024 | 795,754.02 | | | | |
| That part of Government Lots 2 & 3 of Section 20, Township 136 North, Range 48 West of the 5th Principal Meridian, Wilkin County, Minnesota, being further described as follows: Beginning at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 20; From said Point of Beginning, the easterly, southerly and westerly boundaries | 12/20/2024 | 536,725.70 | | | | |
| W1/2 of W1/2 of Section 22-137-49, Pleasant Township, Cass County, North Dakota | 12/26/2024 | 1,500.00 | | | | |
| That part of the Northwest Quarter of Section 16, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota | 1/30/2025 | 718,704.29 | | | | |
| That part of the NE 1/4 of Section 5 in Township 137 North of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota | 1/30/2025 | 431,999.39 | | | | |
| | | 388,701,724.44 | - | 39,880,699.23 | (19,855,313.48) | 408,727,110.19 |
| | | | | Property Management Expense | | 7,750,625.37 |
| | | | | Grand Total | \$ | 416,477,735.56 |

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of January 31, 2025**

| Vcode # | Vendor Name | Descriptions | Contract Amount | Amount Paid |
|----------------|-----------------------------|--|--------------------------|--------------------------|
| V02801 | Industrial Builders | WP42.A2 - 2nd Street North Pump Station | \$ 8,696,548.46 | \$ 8,696,548.46 |
| V02802 | Terracon Consulting | WP-42 (In Town Levees) Materials Testing | \$ 884,070.41 | \$ 884,070.41 |
| V02803 | Consolidated Communications | 2nd Street Utility Relocation | \$ 1,178,781.73 | \$ 1,178,781.73 |
| V02804 | 702 Communications | 2nd Street Utility Relocation | \$ 266,892.07 | \$ 266,892.07 |
| V02805 | ICS | WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S | \$ 18,365,229.13 | \$ 18,365,229.13 |
| V02806 | HMG | WP42 - Services During Construction | \$ 6,513,429.90 | \$ 6,513,429.90 |
| V02807 | CCJWRD | In-Town Levee Work | \$ 3,756,545.64 | \$ 3,756,545.64 |
| V02808 | City of Fargo | Relocation of fiber optic along 2nd Street North | \$ 397,906.52 | \$ 397,906.52 |
| V02809 | AT & T | 2nd Street Utility Relocation | \$ 586,269.60 | \$ 586,269.60 |
| V02811 | Xcel Energy | 2nd Street & 4th Street Utility Relocations | \$ 769,791.73 | \$ 769,791.73 |
| V02812 | Industrial Builders | WP-42F.1S - 2nd Street North Floodwall, South of Pump Station | \$ 16,720,591.15 | \$ 16,720,591.15 |
| V02813 | Landwehr Construction | Park East Apartments Demolition | \$ 1,169,651.74 | \$ 1,169,651.74 |
| V02814 | Primoris Aevenia | 2nd Street Utility Relocation | \$ 16,230.00 | \$ 16,230.00 |
| V02815 | Centurylink Communications | 2nd Street Utility Relocation | \$ 2,660,937.92 | \$ 2,660,937.92 |
| V02816 | Landwehr Construction | WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo | \$ 907,999.08 | \$ 907,999.08 |
| V02817 | Reiner Contracting, Inc | WP-42H.2 - El Zagal Area Flood Risk Management | \$ 1,599,646.21 | \$ 1,599,646.21 |
| V02818 | Industrial Builders | WP-42I.1 - Mickelson Levee Extension | \$ 738,880.50 | \$ 738,880.50 |
| V02819 | Industrial Builders | WP42F.1N - 2nd Street North | \$ 13,362,906.82 | \$ 13,362,906.82 |
| V02820 | CH2M Hill | WP42 - Construction Management Services | \$ 851,775.30 | \$ 851,775.30 |
| V02821 | Hough Incorporated | WP42F.2 - 2nd Street South | \$ 1,639,524.33 | \$ 1,639,524.33 |
| V02822 | City of Fargo | COF - 2016 O&M on Lifts | \$ 406,921.54 | \$ 406,921.54 |
| V02823 | Hoffman & McNamara | WP-42G General Landscaping and Planting | \$ 491,334.67 | \$ 491,334.67 |
| V02824 | City of Fargo | COF – In-Town Flood Protection Debt Payments | \$ 36,578,705.00 | \$ 36,578,705.00 |
| 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 |
| | | | <u>\$ 187,666,857.72</u> | <u>\$ 186,449,418.21</u> |

Legacy Bond Fund Balance Report
As of 01/31/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 87,264,849.40

| Funds Requested | | | | | | |
|-----------------|-------------------------|-------------------------|--------------------------|--------------------------|------|--------------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | Total |
| January | \$ - | \$ 2,942,906.60 | \$ 9,981,188.76 | \$ 6,088,699.53 | | \$ 19,012,794.89 |
| February | \$ - | \$ 4,564,036.17 | \$ 8,921,227.42 | \$ 9,838,208.63 | | \$ 23,323,472.22 |
| March | \$ - | \$ 5,302,899.35 | \$ 17,730,945.56 | \$ 14,687,498.12 | | \$ 37,721,343.03 |
| April | \$ - | \$ 1,472,504.37 | \$ 11,046,323.21 | \$ 5,988,392.71 | | \$ 18,507,220.29 |
| May | \$ - | \$ 1,450,140.38 | \$ 4,548,883.57 | \$ 12,454,283.82 | | \$ 18,453,307.77 |
| June | \$ - | \$ 4,423,864.76 | \$ 14,466,204.50 | \$ 5,422,661.00 | | \$ 24,312,730.26 |
| July | \$ - | \$ 2,663,992.40 | \$ 3,974,515.98 | \$ 21,445,843.31 | | \$ 28,084,351.69 |
| August | \$ 5,059,974.19 | \$ 13,491,974.29 | \$ 13,633,750.92 | \$ 8,503,630.42 | | \$ 40,689,329.82 |
| September | \$ 2,970,327.95 | \$ 8,406,666.33 | \$ 965,586.18 | \$ 6,578,118.55 | | \$ 18,920,699.01 |
| October | \$ 6,089,707.34 | \$ 4,618,116.80 | \$ 23,248,333.49 | \$ 9,048,118.93 | | \$ 43,004,276.56 |
| November | \$ 6,415,461.09 | \$ 11,768,061.46 | \$ 8,921,783.21 | \$ 13,053,267.13 | | \$ 40,158,572.89 |
| December | \$ 6,854,966.95 | \$ 17,496,559.97 | \$ 11,695,525.26 | \$ 11,769,604.90 | | \$ 47,816,657.08 |
| Total | \$ 27,390,437.51 | \$ 78,601,722.88 | \$ 129,134,268.06 | \$ 124,878,327.05 | | \$ 360,004,755.50 |

| Funds Received | | | | | | |
|----------------|-------------------------|-------------------------|--------------------------|--------------------------|------------------|--------------------------|
| May 2022 | \$ 27,390,437.51 | | | | | \$ 27,390,437.51 |
| Jul 2022 | | \$ 12,809,842.12 | | | | \$ 12,809,842.12 |
| Sep 2022 | | \$ 7,346,509.51 | | | | \$ 7,346,509.51 |
| Dec 2022 | | \$ 29,180,749.82 | | | | \$ 29,180,749.82 |
| Jan 2023 | | | \$ 29,264,621.43 | | | \$ 29,264,621.43 |
| Apr 2023 | | | \$ 18,902,416.18 | | | \$ 18,902,416.18 |
| Aug 2023 | | | \$ 47,792,356.84 | | | \$ 47,792,356.84 |
| Nov 2023 | | | \$ 18,573,853.08 | | | \$ 18,573,853.08 |
| Feb 2024 | | | | \$ 43,865,641.96 | | \$ 43,865,641.96 |
| May 2024 | | | | \$ 30,614,406.28 | | \$ 30,614,406.28 |
| Jun 2024 | | | | \$ 18,442,676.53 | | \$ 18,442,676.53 |
| Aug 2024 | | | | \$ 20,891,430.30 | | \$ 20,891,430.30 |
| Sep 2024 | | | | \$ 10,260,000.00 | | \$ 10,260,000.00 |
| Oct 2024 | | | | \$ 10,798,822.98 | | \$ 10,798,822.98 |
| Dec 2024 | | | | \$ 9,048,118.93 | | \$ 9,048,118.93 |
| Dec 2024 | | | | \$ 13,053,267.13 | | \$ 13,053,267.13 |
| Jan 2025 | | | | | \$ 11,769,604.90 | \$ 11,769,604.90 |
| | | | | | | \$ - |
| Total | \$ 27,390,437.51 | \$ 49,337,101.45 | \$ 114,533,247.53 | \$ 156,974,364.11 | | \$ 360,004,755.50 |

State Revolving Fund (SRF) Status Report
As of 01/31/2025

| | | |
|-----------------------------|----|---------------|
| Total Authorized | \$ | 51,634,000.00 |
| Funds Received to Date | \$ | 25,747,588.23 |
| Available Balance Remaining | \$ | 25,886,411.77 |

| Funds Requested | | | |
|---------------------|----------------------------------|------------------|----------------|
| Draw Request Number | Period Covered | Amount | Date Submitted |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 19-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 17-Jan-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 03-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 25-Jul-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 24-Oct-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 07-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 23-May-24 |
| 8 | 1-Jan 2024 through 31-May 2024 | \$ 2,561,881.66 | 25-Jul-24 |
| 9 | 1-June 2024 through 30-June 2024 | \$ 1,217,202.33 | 26-Aug-24 |
| 10 | 1-July 2024 through 31-July 2024 | \$ 187,381.78 | 26-Sep-24 |
| 11 | 1-July 2024 through 31-July 2024 | \$ 1,935,077.29 | 26-Sep-24 |
| 12 | 1-July 2024 through 31-July 2024 | \$ 6,413,118.48 | 20-Dec-24 |
| | | \$ 25,747,588.23 | |

| Funds Received | | | |
|---------------------|----------------------------------|------------------|---------------|
| Draw Request Number | Period Covered | Amount | Date Received |
| 1 | 12-Aug through 17-Oct-2022 | \$ 1,272,651.90 | 23-Dec-22 |
| 2 | 09-Dec through 16-Dec-2022 | \$ 2,125,033.67 | 10-Feb-23 |
| 3 | 03-Feb through 10-Feb-2023 | \$ 2,539,298.51 | 21-Apr-23 |
| 4 | 11-Feb through 30-Apr. 2023 | \$ 1,600,121.65 | 21-Aug-23 |
| 5 | 11-July through 28-Sept. 2023 | \$ 2,052,271.94 | 08-Nov-23 |
| 6 | 11-July through 28-Sept. 2023 | \$ 2,731,423.54 | 22-Feb-24 |
| 7 | 1-Nov 2023 through 31-Jan. 2024 | \$ 1,112,125.48 | 06-Jun-24 |
| 8 | 1-Jan 2024 through 31-May 2024 | \$ 2,561,881.66 | 26-Aug-24 |
| 9 | 1-June 2024 through 30-June 2024 | \$ 1,217,202.33 | 25-Sep-24 |
| 10 | 1-July 2024 through 31-July 2024 | \$ 187,381.78 | 14-Oct-24 |
| 11 | 1-July 2024 through 31-July 2024 | \$ 1,935,077.29 | 07-Nov-24 |
| 12 | 1-July 2024 through 31-July 2024 | \$ 6,413,118.48 | 21-Jan-25 |
| Total | | \$ 25,747,588.23 | |

Finance Committee Bills from February 2025

| Vendor | Description | | |
|--|---|----|---------------------|
| Cass County Joint Water Resource District | Diversion bills – Request #129 CCJWRD | \$ | 1,387,778.37 |
| City of Fargo | Reimburse complementary in-town flood projects | \$ | 930,947.35 |
| Dorsey & Whitney | Legal services rendered through January 31, 2025 | \$ | 144,229.24 |
| Ankura Consulting | Consultant services rendered through December 31, 2024 | \$ | 99,379.00 |
| Ohnstad Twichell, P.C. | Legal services rendered through January 21, 2025 | \$ | 97,819.60 |
| Clay County | Diversion bills – Request #50 MCCJPA | \$ | 87,012.65 |
| Polsinelli PC | Technical Dispute Board legal services through January 31, 2025 | \$ | 41,436.50 |
| Dorsey & Whitney | Legal services rendered through January 31, 2025 | \$ | 8,742.50 |
| Southeast Cass Water Resource District | Reimburse legal and engineering costs related to MOU | \$ | 4,801.00 |
| Cass County | Reimburse misc expenses from Diversion Authority office | \$ | 3,634.60 |
| Southeast Cass Water Resource District | Reimburse engineering costs related to MOU | \$ | 3,404.00 |
| Total Bills Received through February 19, 2025 | | \$ | <u>2,809,184.81</u> |



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

February 18, 2025

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

Ken Lougheed
Chairman
Leonard, North
Dakota

Keith Weston
Manager
Gardner, North Dakota

Gerald Melvin
Manager
Fargo, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

Greetings:

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

Enclosed please find copies of bills totaling \$1,387,778.37 regarding the above-mentioned projects. The breakdown is as follows:

| | |
|--------------------------------|----------------|
| Metro Flood Diversion | \$1,374,429.06 |
| Oxbow-Hickson-Bakke Ring Levee | \$13,349.31 |

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.

Melissa Hinkemeyer
Director, Secretary

Melissa Hinkemeyer
Treasurer

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

Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

1201 Main Avenue West
West Fargo, ND 58078-1301

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

| METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES | | | | | | | 2/18/2025 |
|---|--------------|----------------|-------------|------------|--------------------------------|---|-----------|
| Invoice Paid | Invoice Date | Invoice No. | Project No. | Amount | Vendor | Description | |
| 1/13/2025 | 12/30/2024 | 200361 | 120007 | 1,410.00 | Ohnstad Twichell, PC | Diversion Project Assessment District | |
| 1/13/2025 | 12/30/2024 | 200362 | 130007 | 10,436.00 | Ohnstad Twichell, PC | Diversion Right of Way Acquisition | |
| 1/13/2025 | 12/30/2024 | 200364 | 160007 | 345.00 | Ohnstad Twichell, PC | Channel Phase I | |
| 1/13/2025 | 12/30/2024 | 200365 | 160007 | 252.31 | Ohnstad Twichell, PC | Channel Phase II | |
| 1/13/2025 | 12/30/2024 | 200366 | 170007 | 25,535.18 | Ohnstad Twichell, PC | Upstream Mitigation Area | |
| 1/13/2025 | 12/30/2024 | 200367 | 187007 | 775.50 | Ohnstad Twichell, PC | Diversion - Southern Embankment | |
| 1/13/2025 | 12/30/2024 | 200368 | 197007 | 327.00 | Ohnstad Twichell, PC | Wetland Mitigation Drain 27 | |
| 1/13/2025 | 12/30/2024 | 200369 | 247007 | 270.00 | Ohnstad Twichell, PC | Sheyenne Benching Project | |
| 1/17/2025 | 1/3/2025 | 200483 | 187007 | 1,596.50 | Ohnstad Twichell, PC | Larry A. Brandt Revocable Living Trust (OIN 9348) Quick Take Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200484 | 217007 | 227.50 | Ohnstad Twichell, PC | Quiet Title Action ofr Environmental Monitoring Easement | |
| 1/17/2025 | 1/3/2025 | 200485 | 227007 | 942.50 | Ohnstad Twichell, PC | Ricker, Allen M & Diane M. (OIN 872, 873, 874, & 875) Eminent Domain | |
| 1/17/2025 | 1/3/2025 | 200486 | 227007 | 97.50 | Ohnstad Twichell, PC | MKRM Trust, ET AL (OIN 1997) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200487 | 227007 | 185.00 | Ohnstad Twichell, PC | Askegaard, Patricia N. (OIN 2051) Eminent Domain | |
| 1/17/2025 | 1/3/2025 | 200488 | 227007 | 282.50 | Ohnstad Twichell, PC | Askegaard Robert R. (OIN 1950, 1963 & 1966) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200489 | 227007 | 195.00 | Ohnstad Twichell, PC | Braaten, Riley D. (OIN 5032) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200490 | 237007 | 97.50 | Ohnstad Twichell, PC | Trottier, Daniel (OIN 1958) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200491 | 237007 | 2,892.50 | Ohnstad Twichell, PC | Evert, Charles & Ruth (OIN 1895 & 1991) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200492 | 237007 | 1,957.00 | Ohnstad Twichell, PC | Lofflemacher, John (OIN 831) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200493 | 237007 | 97.50 | Ohnstad Twichell, PC | Ihle, Peter (OIN 1959) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200494 | 237007 | 1,977.00 | Ohnstad Twichell, PC | Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200495 | 237007 | 812.50 | Ohnstad Twichell, PC | Redlin, Gary & Patricia (OIN 2002) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200496 | 237007 | 524.00 | Ohnstad Twichell, PC | Duchscherer, Brian & Kelly (OIN 9416 & 1885) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200497 | 237007 | 325.00 | Ohnstad Twichell, PC | Johnson, Nancy Rae & Justin A. (OIN 2039 , 2041) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200498 | 237007 | 2,535.00 | Ohnstad Twichell, PC | 2023 Consolidated ED Actions | |
| 1/17/2025 | 1/3/2025 | 200499 | 237007 | 75.00 | Ohnstad Twichell, PC | Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200500 | 237007 | 372.50 | Ohnstad Twichell, PC | Richard, Geroge & Sharon/Richard, Leo and Shirley (OIN 1903, 1905, 1907, 1908, 1910, 1913, 1914, 1957 & 1960) Eminent Domain Action | |
| 1/17/2025 | 1/3/2025 | 200501 | 247007 | 990.00 | Ohnstad Twichell, PC | Compson, Terry Eminent Domain | |
| 1/17/2025 | 1/3/2025 | 200502 | 247007 | 9,740.82 | Ohnstad Twichell, PC | Aaland Law Open Records Requests | |
| 1/17/2025 | 1/6/2025 | 850302 | 38810.00012 | 355.50 | Larkin Hoffman | Hanson Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850301 | 38810.00040 | 3,989.50 | Larkin Hoffman | Rickland/Cass Cos./Application for Permit to Enter Land | |
| 1/17/2025 | 1/6/2025 | 850305 | 38810.00026 | 2,962.50 | Larkin Hoffman | Patrick, Chard E. Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850303 | 38810.00020 | 355.50 | Larkin Hoffman | Kopp, Alan & June Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850306 | 38810.00027 | 1,066.50 | Larkin Hoffman | Speten, Kenneth & Karen Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850308 | 38810.00029 | 1,066.50 | Larkin Hoffman | Christianson, Charlie/Shirley/Douglas/Darlene Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850304 | 38810.00022 | 2,767.50 | Larkin Hoffman | Nelson Trust (Curtis & Ellen, Trustees) Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850307 | 38810.00028 | 2,923.00 | Larkin Hoffman | Alm, Melvin (John) and Ricky Flowage Easement Acquisition | |
| 1/17/2025 | 1/6/2025 | 850309 | 38810.00044 | 395.00 | Larkin Hoffman | Timothy and Sharon Schultz | |
| 1/17/2025 | 1/6/2025 | 850310 | 38810.00050 | 780.30 | Larkin Hoffman | Gary H. Nelson - Michele Nelson POA | |
| 1/17/2025 | 1/6/2025 | 850311 | 38810.00052 | 1,517.40 | Larkin Hoffman | James Thoreson | |
| 1/17/2025 | 1/6/2025 | 850312 | 38810.00064 | 723.60 | Larkin Hoffman | Dennis Patrick | |
| 1/29/2025 | 1/17/2025 | 42023 | 19706 | 315.00 | Moore Engineering Inc. | Task Order #12 100 Memorandum of Understanding Review | |
| 1/29/2025 | 1/17/2025 | 42024 | 19706 | 825.00 | Moore Engineering Inc. | Task 2- Development of Design Guidance for P3RFP Technical Requirements P3 Legal Drain Inlet Technical Reviews | |
| 1/13/2025 | 12/13/2024 | G47-BE1220 | | 564.63 | CHS Dakota Plains AG | LP GAS Heat ND | |
| 1/13/2025 | 12/13/2024 | F47-BE1219 | | 528.50 | CHS Dakota Plains AG | LP GAS Heat ND | |
| 1/13/2025 | 12/19/2024 | 21912-AL | | 28,000.00 | Patchin Messner | Task Order 6, Amendment 5 - Provided market value appraisals OIN0 1205 1209 1210 7236 9345 9346 9351 1199X | |
| 1/13/2025 | 12/3/2024 | 5134 | | 18,000.00 | Crown Appraisals, Inc. | FM Diversion Project OIN 8773, 1524, 1513 Task Order #6 Amendment 8 | |
| 1/13/2025 | 12/3/2024 | 5130 | | 7,500.00 | Crown Appraisals, Inc. | FM Diversion Project OIN 1516, 1569 Task Order 6 Amendment 8 | |
| 1/24/2025 | 9/30/2024 | 5109 | | 2,000.00 | Crown Appraisals, Inc. | OIN 1478 Patrick, Chad Flowage Easement Appraisal Task Order 7 Amendment 0 | |
| 1/24/2025 | 12/23/2024 | 5144 | | 1,000.00 | Crown Appraisals, Inc. | FM Diversion OIN 1478 Patrick, Chad Flowage Easement Task Order 7 Amendment 0 | |
| 1/24/2025 | 1/10/2025 | 2025-001 | | 5,702.50 | DKJ Appraisal LLC | Review Appraisal Work in ND for FM Area Diversion Project | |
| 1/13/2025 | 1/17/2024 | 24-4 | | 5,000.00 | Tinjum Appraisal Company, Inc. | Task Order 2 Amendment 5 | |
| 1/24/2025 | 12/31/2024 | 137830.00 - 56 | | 33,922.71 | SRF Consulting Group Inc. | Task Order No. 1 - Amendments 1, 2, 3, 4, 5 & 6 | |
| 1/24/2025 | 1/8/2025 | 1200685852 | 10399525 | 11,534.27 | HDR Engineering Inc. | CCJWED TO2 ROW TASK 1.0 Condemnation ROW Services | |
| 1/29/2025 | 1/13/2025 | | | 100.00 | The Title Company | Richard Living Trust Draws 7 & 8 OIN 816Y1 817Y1 | |
| 1/29/2025 | 1/14/2025 | | | 50.00 | The Title Company | Kent & Bernice Westby Draw #6 Flowage Easement on OIN 8386 for Exchange 822Y & 815Y | |
| 1/29/2025 | 1/13/2025 | | | 50.00 | The Title Company | Nipstad Draw #5 OIN 2016 | |
| 1/24/2025 | 1/24/2025 | 278307 | | 795,320.00 | The Title Company | Rodney A. Mathison and Cherie K. Mathison Buyer's Settlement OIN 1891 | |
| 1/24/2025 | 1/29/2025 | 278263 | | 32,145.00 | The Title Company | Douglas & Darlene Christianson Buyer's Settlement OIN 2022 | |
| 2/11/2025 | 1/23/2025 | | | 48,724.78 | Westby OIN 8386 | Westby OIN 8386 (OIN 822Y1) Relocation Reimbursement | |
| 2/11/2025 | 1/23/2025 | | | 6,166.14 | Flo Frederickson | Flo Frederickson Move Claim OIN 840 | |
| 2/11/2025 | 1/23/2025 | | | 58,408.15 | Darwin and Sandra Duval | Darwin & Sandra Duval Non-Residential move claim and Residential move claim OIN 1912 | |

| Invoice Paid | Invoice Date | Invoice No. | Project No. | Amount | Vendor | Description |
|--|--------------|-------------|-------------|--------------------|---|---|
| 2/11/2025 | 1/23/2025 | | | 102,578.98 | Nipstad Farms | Nipstad Farms Inc. Relocation and Replacement Housing Reimbursement OIN 2016 |
| 1/29/2025 | 1/23/2025 | | | 50,000.00 | Jesus & Gaudalupe Vega & 5P Mobile Home | Jesus & Gaudalupe Vega & 5P Mobile Home - Downpayment Assistance Residential Rental OIN 9993 9994 |
| 2/13/2025 | | | | 1,000.00 | Steve Schultz | Security deposit refund OIN 8359 for the Metro Flood Diversion Project |
| 1/29/2025 | 1/1/2025 | | | 2,000.00 | Petro Serve USA | Missing Propane Tank on OIN 1129 |
| 1/29/2025 | 1/14/2025 | | | 49.12 | Cass County Electric Cooperative | Location: 140-300-0510 Address 5251 174 1/2 Ave Se Discription OIN 1992 |
| 1/29/2025 | 1/14/2025 | | | 89.60 | Cass County Electric Cooperative | Location: 106-330-0780 Address 12004 57 ST S (OIN 1113) |
| 1/29/2025 | 1/14/2025 | | | 155.74 | Cass County Electric Cooperative | Location: 139-280-0600 Address: 17141 53 ST SE (OIN |
| 1/29/2025 | 1/14/2025 | | | 151.51 | Cass County Electric Cooperative | Location: 139-090-0210 Address: 17177 50 ST SE |
| 1/29/2025 | 1/14/2025 | | | 63.00 | Cass County Electric Cooperative | Location: 130-030-0060 Address: 4410 124 AVE S |
| 1/29/2025 | 1/14/2025 | | | 202.62 | Cass County Electric Cooperative | Location: 139-220-0471 Address: 17219 52 ST SE |
| 1/29/2025 | 1/14/2025 | | | 412.56 | Cass County Electric Cooperative | Location: 139-280-0591 Address: 5245 172 AVE SE |
| 1/29/2025 | 1/14/2025 | | | 67.45 | Cass County Electric Cooperative | Location: 139-050-0110 Address: 6306 124 AV S |
| 1/29/2025 | 1/14/2025 | | | 62.98 | Cass County Electric Cooperative | Locaiton: 139-100-0250 Address: 17272 49 ST SE |
| 2/18/2025 | | | | 73,388.73 | Cass County Government | Metro Flood Diversion 2024 Property Tax Statements 68 statements |
| 2/10/2025 | | | | 4,173.48 | Richland County | Richland County 2024 Tax Statement - Metro Flood Diversion |
| | | | | | | |
| | | | | Total | 1,374,429.06 | |
| | | | | | | |
| OXBOW - HICKSON - BAKKE RING LEVEE PROJECT | | | | | | |
| Invoice Paid | Invoice Date | Invoice No. | Project No. | Amount | Vendor | Description |
| 1/13/2025 | 12/30/2024 | 200363 | 140007 | 211.50 | Ohnstad Twichell, PC | Oxbow-Hickson-Bakke Levee Project |
| 2/3/2025 | | | | 12,580.77 | Cass County Government | OHB Real Estate Tax 2024 47 statements |
| 2/3/2025 | | | | 557.04 | Cass County Government | OHB City 2024 Property Taxes 10 statements |
| | | | | | | |
| | | | | Total | 13,349.31 | |
| | | | | | | |
| | | | | Grand Total | 1,387,778.37 | |



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

February 11, 2025

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

Dear Metro Flood Diversion Board of Authority, #41

The City of Fargo is submitting request ~~#40~~ for reimbursement invoices paid totaling \$930,947.35. These costs are for work on complementary in-town flood protection projects for costs paid January 2025 for work completed in 2024.

Project Narrative, this request:

| Project Number | Project Description | Amount |
|---------------------------------|---|---------------------|
| FM1471 | Drain 27 Lift Station #56 Flood Risk Management | 6,682.50 |
| FM15F | Harwood, Hackberry, & River Drive - Flood Risk | 198.95 |
| NR24A | Storm Lift Rehab - #27 | 894,847.13 |
| NR24B | Storm Lift Rehab - #11 & 57 | 29,218.77 |
| Total Expense for Period | | \$930,947.35 |

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

Sincerely,

Susan Thompson
Director of Finance, City of Fargo

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
Period 13, 2024

| Project Number | AP Project Description | Account Number | Description | AP Transaction Amount | Payment Number | AP Invoice Number | Payment Date | Vendor Name | counting Period | AP Accounting Period Year | Bookmarked Invoice |
|------------------------|---------------------------|--------------------|----------------------------|-----------------------|----------------|-------------------|--------------|----------------------------|-----------------|---------------------------|--------------------|
| FM1471 | FLOOD MIT-Dr 27 42st-I29 | 46035305103305 | DRAIN 27 | 6,682.50 | 342177 | 74679 | 01/30/2025 | HOUSTON ENGINEERING INC | 13 | 2024 | 20 |
| | | | 460-3530-510.33-05 - Total | 6,682.50 | | | | | | | |
| FM1471 - Total | | | | 6,682.50 | | | | | | | |
| FM15F4 | FLOOD RISK-Harwd Hack Rvr | 46035305103332 | FLOOD MITIGATION | 198.95 | 341705 | 13448.02-15 | 01/09/2025 | SRF CONSULTING GROUP, INC | 13 | 2024 | 17 |
| | | | 460-3530-510.33-32 - Total | 198.95 | | | | | | | |
| FM15F4 - Total | | | | 198.95 | | | | | | | |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 37,750.88 | 341134 | | 12/19/2024 | APEX ENGINEERING GROUP INC | 12 | 2024 | 16 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 45,450.72 | 340333 | | 11/21/2024 | APEX ENGINEERING GROUP INC | 11 | 2024 | 15 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 22,596.21 | 339865 | | 10/31/2024 | APEX ENGINEERING GROUP INC | 10 | 2024 | 14 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 12,155.85 | 339084 | | 10/03/2024 | APEX ENGINEERING GROUP INC | 10 | 2024 | 13 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 1,137.00 | 338129 | | 08/22/2024 | APEX ENGINEERING GROUP INC | 8 | 2024 | 12 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 1,048.00 | 337309 | | 07/18/2024 | APEX ENGINEERING GROUP INC | 7 | 2024 | 11 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 14,749.50 | 336801 | | 06/27/2024 | APEX ENGINEERING GROUP INC | 6 | 2024 | 10 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S RECON | 30,738.35 | 333876 | | 02/15/2024 | APEX ENGINEERING GROUP INC | 6 | 2024 | 9 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | NR-24-AO ENG SERVICES | 65,679.15 | 333391 | | 01/25/2024 | APEX ENGINEERING GROUP INC | 2 | 2024 | 8 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S RECON | 4,548.50 | 332642 | | 12/21/2023 | APEX ENGINEERING GROUP INC | 12 | 2023 | 7 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S RECON | 34,587.00 | 332165 | | 11/30/2023 | APEX ENGINEERING GROUP INC | 11 | 2023 | 6 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | FAR 32 AVE S RECON | 50,594.50 | 331400 | | 10/26/2023 | APEX ENGINEERING GROUP INC | 10 | 2023 | 5 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S-22 ST-SLS#27 PH3 | 22,265.63 | 330528 | | 09/21/2023 | APEX ENGINEERING GROUP INC | 9 | 2023 | 4 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S-22ND ST SLS#27 | 4,416.50 | 325091 | | 01/26/2023 | APEX ENGINEERING GROUP INC | 1 | 2023 | 3 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S-22ND ST PH#3 | 567.00 | 324130 | | 12/15/2022 | APEX ENGINEERING GROUP INC | 1 | 2023 | 2 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32ND AVE S- 22ND ST PH 3 | 3,835.00 | 323783 | | 12/01/2022 | APEX ENGINEERING GROUP INC | 12 | 2022 | 1 |
| NR24A0 | STRM LFT RHAB | 401-3015-510.54-10 | THE FORUM | 56.70 | 968 | | 10/05/2022 | P CARD BMO | 12 | 2022 | 22 |
| NR24A0 | STRM LFT RHAB | 46035305103305 | 32 AVE S RECON | 24,856.04 | 341755 | 20427 | 01/16/2025 | APEX ENGINEERING GROUP INC | 13 | 2024 | 18 |
| | | | 460-3530-510.33-05 - Total | 377,032.53 | | | | | | | |
| NR24A0 - Total | | | | 377,032.53 | | | | | | | |
| NR24A1 | STRM LFT RHAB-#27 | 46000002062000 | Retainage and Retainage R | -27,253.40 | 342324 | NR24A1 #4 024 | 02/06/2025 | KEY CONTRACTING INC | 13 | 2024 | 21 |
| | | | 460-0000-206.20-00 - Total | -27,253.40 | | | | | | | |
| NR24A1 | STRM LFT RHAB-#27 | 46035305107358 | Storm Sewer | 521,500.00 | 342324 | NR24A1 #4 016 | 02/06/2025 | KEY CONTRACTING INC | 13 | 2024 | 21 |
| | | | 460-3530-510.73-58 - Total | 521,500.00 | | | | | | | |
| NR24A1 | STRM LFT RHAB-#27 | 46035305107359 | Flood Mitigation | 23,568.00 | 342324 | NR24A1 #4 017 | 02/06/2025 | KEY CONTRACTING INC | 13 | 2024 | 21 |
| | | | 460-3530-510.73-59 - Total | 23,568.00 | | | | | | | |
| NR24A1 - Total | | | | 517,814.60 | | | | | | | |
| NR24B0 | STRM LFT RHAB-#11 & 57 | 46035305103305 | STORM LS#11 & 57 | 19,756.77 | 342177 | 74677 | 01/30/2025 | HOUSTON ENGINEERING INC | 13 | 2024 | 20 |
| | | | 460-3530-510.33-05 - Total | 19,756.77 | | | | | | | |
| NR24B0 - Total | | | | 19,756.77 | | | | | | | |
| NR24B3 | STRM LFT RHAB-#11 & 57 | 46000002062000 | Retainage and Retainage R | -498.00 | 341903 | NR24B3 #2 004 | 01/16/2025 | SUN ELECTRIC INC | 13 | 2024 | 19 |
| | | | 460-0000-206.20-00 - Total | -498.00 | | | | | | | |
| NR24B3 | STRM LFT RHAB-#11 & 57 | 46035305107358 | Electrical | 9,960.00 | 341903 | NR24B3 #2 001 | 01/16/2025 | SUN ELECTRIC INC | 13 | 2024 | 19 |
| | | | 460-3530-510.73-58 - Total | 9,960.00 | | | | | | | |
| NR24B3 - Total | | | | 9,462.00 | | | | | | | |
| Overall - Total | | | | 930,947.35 | | | | | | | |



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

February 17, 2025
Invoice Number 4052178

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

For Legal Services Rendered Through January 31, 2025

INVOICE TOTAL

| | |
|--|---------------------|
| Total For Current Legal Fees | \$143,995.00 |
| Total For Current Disbursement and Service Charges | \$234.24 |
| Total Due This Invoice | \$144,229.24 |

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



Metro Flood Diversion Authority
Client-Matter No.: 491379-00004
Invoice Number: 4052178

February 17, 2025
Page 18

Timekeeper Summary

| Name | Hours | Billed Rate | Amount |
|------------------------------|---------------|--------------------|-------------------|
| Burkhart, Rachel | 25.30 | 640.00 | 16,192.00 |
| Keane, Bryan | 37.70 | 810.00 | 30,537.00 |
| Knoll, Jocelyn | 28.20 | 860.00 | 24,252.00 |
| Racine, David | 70.50 | 580.00 | 40,890.00 |
| Stark, Mary Jo | 2.10 | 440.00 | 924.00 |
| Webster, Nathan | 60.00 | 520.00 | 31,200.00 |
| Total all Timekeepers | 223.80 | | 143,995.00 |

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

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

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



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

INVOICE

| Date | Invoice Number |
|------------|----------------|
| 01/16/2025 | CI-133239 |

| Payment Terms | Due Date |
|---------------|------------|
| Net 30 | 02/15/2025 |

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

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

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

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

| | |
|------------------------------|----------------------|
| Net Amount: | 99,379.00 |
| Tax: | |
| Total Invoice Amount: | USD 99,379.00 |

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

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

Project #: P-013258
 Invoice Date: 1/16/2025
 Invoice Number: CI-133239
 Professional Services Through: 12/31/2024
 Currency: USD

Professional Services - Summary By Person

| Name | Title | Rate | Hours | Amount |
|----------------|--------------------------|-------------|--------------|------------------|
| Melissa Morea | Senior Managing Director | 525.00 | 13.4 | 7,035.00 |
| Andrew Davis | Director | 350.00 | 97.8 | 34,230.00 |
| Kelsy Kurfirst | Director | 350.00 | 101.0 | 35,350.00 |
| Marissa Wade | Associate | 280.00 | 81.3 | 22,764.00 |
| Total | | | 293.5 | 99,379.00 |

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 (JTS) Invoice # 201146

Flood Diversion Board
 Bond Counsel Work - PPP

Date: February 10, 2025

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

| PROFESSIONAL SERVICES RENDERED | | | |
|---------------------------------------|--------------|----------|--------------------|
| | Hours | Rate | Totals |
| JTS | 147.8 | \$398.00 | \$58,824.40 |
| CMM | 1.0 | \$398.00 | \$398.00 |
| ADC | 2.9 | \$398.00 | \$1,154.20 |
| LDA | 4.8 | \$398.00 | \$1,910.40 |
| KJS | 27.5 | \$398.00 | \$10,945.00 |
| LWC | 1.4 | \$398.00 | \$557.20 |
| DCP | 1.3 | \$398.00 | \$517.40 |
| ABG | 20.0 | \$365.00 | \$7,300.00 |
| JRS | 2.1 | \$350.00 | \$735.00 |
| KJM | 14.1 | \$345.00 | \$4,864.50 |
| TJF | 5.5 | \$265.00 | \$1,457.50 |
| CAS | 0.5 | \$235.00 | \$117.50 |
| AJR | 15.1 | \$235.00 | \$3,548.50 |
| CRR | 23.1 | \$225.00 | \$5,197.50 |
| LDS | 1.3 | \$225.00 | \$292.50 |
| Total Fees: | 268.4 | | \$97,819.60 |
| Total Expenses: | | | \$0.00 |
| Grand Total | | | \$97,819.60 |

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

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

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

PROFESSIONAL SERVICES RENDERED

| 15-1395 JTS Invoice # 201146 Flood Diversion Board | | Bond Counsel Work - P3 |
|--|--|------------------------|
| FILE NUMBER | MATTER DESCRIPTION | INVOICE - TOTAL FEES |
| 151395-1 | General Topics | \$24,857.10 |
| 151395-4 | Public Finance Issues | \$983.60 |
| 151395-5 | Consultant Contract Review/Development | \$6,480.90 |
| 151395-6 | Support of External Litigation Counsel | \$398.00 |
| 151395-12 | USACE Interface/Questions | \$1,207.90 |
| 151395-13 | Third Party Utility MOU's | \$29,530.70 |
| 151395-23 | PRAM | \$1,194.00 |
| 151395-24 | P3 Implementation | \$28,773.50 |
| 151395-27 | UMA/Utility Review | \$796.00 |
| 151395-30 | Dispute Review Board Matters | \$3,597.90 |
| TOTAL | | \$97,819.60 |



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

February 12, 2025
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. The current invoice/expense reimbursement request is as follows:

| | |
|-----------------------|-------------|
| Metro Flood Diversion | \$87,012.65 |
|-----------------------|-------------|

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

Processed

| Vendor | Invoice Date | Invoice Description | Invoice Amount | Invoice # | Date Approved | Date Paid | Check # | Reimb Request |
|---------------------------|--------------|-----------------------------------|----------------|-------------|---------------|-----------|---------|---------------|
| Lake Region Electric Coop | 1/8/25 | 1019 100th ave | \$54.54 | | 1/16/25 | 1/22/25 | 123103 | 2/12/2025 |
| Red River Valley Coop | 1/3/25 | 3348 180th ave s | \$56.56 | | 1/3/25 | 1/22/25 | 568306 | 2/12/2025 |
| Red River Valley Coop | 1/3/25 | 13689 3rd st s | \$57.16 | | 1/3/25 | 1/22/25 | 568306 | 2/12/2025 |
| Red River Valley Coop | 1/3/25 | 12909 3rd st s | \$160.58 | | 1/3/25 | 1/22/25 | 568306 | 2/12/2025 |
| The Hawley Herald | 12/9/24 | joint powers meeting | \$36.00 | 5662 | 1/22/25 | 1/29/25 | 568444 | 2/12/2025 |
| Ohnstad Twichell | 1/30/25 | Upstream mitigation | \$6,234.20 | 200991 | 1/31/25 | 2/12/25 | 568595 | 2/12/2025 |
| Ohnstad Twichell | 1/30/25 | eminent domain clay | \$79.60 | 200992 | 1/31/25 | 2/12/25 | 568595 | 2/12/2025 |
| Ohnstad Twichell | 1/30/25 | eminent domain wilkin | \$2,973.20 | 200993 | 1/31/25 | 2/12/25 | 568595 | 2/12/2025 |
| Larkin Hoffman | | prof svc thru 12/31/24 | \$869.00 | 850317 | | 1/22/25 | 123105 | 2/12/2025 |
| Larkin Hoffman | | prof svc thru 12/31/24 | \$848.25 | 850319 | | 1/22/25 | 123105 | 2/12/2025 |
| Ohnstad Twichell | | Upstream mitigation | \$11,932.34 | 200297 | | 1/15/25 | 568246 | 2/12/2025 |
| Ohnstad Twichell | | eminent domain clay | \$358.20 | 200299 | | 1/15/25 | 568246 | 2/12/2025 |
| Ohnstad Twichell | | eminent domain wilkin | \$12,248.56 | 200300 | | 1/15/25 | 568246 | 2/12/2025 |
| Ohnstad Twichell | | Southern embankment | \$45.00 | 200298 | | 1/15/25 | 568246 | 2/12/2025 |
| Ohnstad Twichell | | general 2024 | \$1,751.20 | 200301 | | 1/15/25 | 568246 | 2/12/2025 |
| Ohnstad Twichell | | aaland law data practices request | \$2,688.32 | 200302 | | 1/15/25 | 568246 | 2/12/2025 |
| SRF Consulting Group | | prof svcs thru 12/31/24 | \$11,318.94 | 13820.00-51 | | 1/29/25 | 568440 | 2/12/2025 |
| The Title Co | | oin 5190 hulne flowage easement | \$35,301.00 | | | 1/31/25 | 907526 | 2/12/2025 |

\$87,012.65



Denver, CO 80202 | Phone: (303) 572-9300 www.polsinelli.com

Metro Flood Division Authority
 Kris Bakkegard, Director of Engineering
 4784 Amber Valley Parkway S, Suite 100
 Fargo, ND 58104
 to: Mark.Alpert@integrateddeliverysolutions.com
 cc: jvelasco@rrvafm.com


Invoice Date: February 11, 2025
 Invoice No: 2583193
 Matter No: 128594-816323

*For Professional Services Through **January 31, 2025***

Client: Red River Flood Diversion Project
Matter: Technical Dispute Board

| | |
|----------------------------|---------------------|
| Total Current Fees | \$ <u>82,873.00</u> |
| Due Upon Receipt | \$ <u>82,873.00</u> |
| | |
| Trust Balance | \$ 20,000.00 |
| | |
| Your 50.00% portion | \$ 41,436.50 |

*As of the above date, we are showing the above balances are open and unpaid.
 This may not reflect other matters with alternative billing arrangements and does not reflect any unbilled fees and expenses.*

| | | |
|--|--|---|
| <p>For questions regarding your account, please call (877) 577-7455 or email acctbilling@polsinelli.com</p> <p>For other inquiries, please contact Paul V. Franke at (303) 572-9300 or pvfranke@polsinelli.com</p> <p>Payment application may be delayed if remittance detail not provided. Sent to: accountingreceivables@polsinelli.com</p> | <p>Polsinelli's preferred payment method is ACH or Melio.</p> <p>Pay with Melio: https://app.meliopayments.com/meliome/pay/polsinelli</p> <p>Or use QR Code Below:</p>  | <p>ACH and Wire transfer instructions are: US Bank Acct: Polsinelli PC Acct #: 4343953230 ABA #: 101000187 SWIFT Code – USBKUS44IMT Reference Invoice # 2583193</p> <p>If paying by check, please make check payable to: Polsinelli PC P.O. Box 878681 Kansas City, MO 64187-8681 Reference Invoice # 2583193</p> |
|--|--|---|



Red River Flood Diversion Project
Technical Dispute Board

Invoice Date:
Invoice No.:
Matter No.:

February 11, 2025
2583193
128594-816323

Timekeeper Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|--------------------|--------------|-------------|--------------------|
| Franke, Paul V. | 51.50 | \$1,080.00 | \$55,620.00 |
| Franke, Paul V. | 0.30 | 985.00 | 295.50 |
| Meyer, William | 16.10 | 885.00 | 14,248.50 |
| Murray, Richard M. | 14.20 | 895.00 | 12,709.00 |
| Totals | 82.10 | | \$82,873.00 |



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

February 17, 2025
Invoice Number 4052177

Client-Matter No.: 491379-00006
Employment advice

For Legal Services Rendered Through January 31, 2025

INVOICE TOTAL

| | |
|-------------------------------|-------------------|
| Total For Current Legal Fees | \$8,742.50 |
| Total Due This Invoice | \$8,742.50 |

Payment Methods

ACH/Wire (Preferred Method)

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

Check

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

Online Options

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

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

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

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

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

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



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

February 13, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$4,801.00 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

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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



INVOICE: INV011622

Date 02/07/2025
 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 | 3,634.60 | 3,634.60 |
| FM DIVERSION PAYROLL | 1.00 | 96,350.82 | 96,350.82 |

| Sales subtotal amount | Total discount | Total charges | Net amount | Sales tax | Round-off | Currency | Total |
|-----------------------|----------------|---------------|------------|-----------|-----------|----------|------------|
| 103,235.42 | 0.00 | 0.00 | 103,235.42 | 0.00 | 0.00 | USD | 103,235.42 |

Due date 03/09/2025

Please detach and send this copy with remittance.

MAKE CHECK PAYABLE TO:

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

Invoice: **INV011622**

Date: 02/07/2025

Total: 103,235.42

Name: CITY OF FARGO

Account #: 198

Due date 03/09/2025



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

January 28, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$3,404.00 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

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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



Diversion Board of Authority Meeting

February 27, 2025

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements

| MOU Parties | Project | MOU or Agreement Cost and Summary |
|---|---------------------------------------|---|
| Wilkin County & MFDA | SEAI & UMA | <p>This MOU describes the roles and responsibilities of Wilkin County and the Authority for the SEAI and the UMA. The property interests held by the County in the locations where USACE will construct Reaches SE-4 and SE-5. The County holds real property interests in the UMA, a portion of which authorize it to operate and maintain County roads. Although County Road 30, County Road 50, and County Highway 190 have experienced flooding prior to the Effective Date, Comprehensive Project Operation may result in additional temporary and periodic flooding in those areas. The County authorizes the Authority to add additional water to the County's roads, structures, and the Wilkin County Parcels temporarily and periodically in accordance with the terms and conditions of this MOU and will execute a flowage easement. The Authority will reimburse Wilkin County for expenses incurred under the MOU. The MOU additionally sets forth the roles and responsibilities of the parties for pre- and post-operation of the Comprehensive Project. The Authority will reimburse Wilkin County for repairs and clean-up work resulting from Comprehensive Project operation.</p> |
| Southeast Cass Water Resource District & MFDA | SWDCAI and Sheyenne River Rail Bridge | <p>This MOU amendment further defines the roles and responsibilities of the Metro Flood Diversion Authority and the Southeast Cass Water Resource District for District facilities that are impacted by the Comprehensive Project. In particular, the MOU amendment covers drain transitions, the relocation of a culvert on Drain 51, operation of the Comprehensive Project, and the demolition and removal of a railroad bridge over the Sheyenne River. The District is responsible for designing and constructing the drain transitions and for completing demolition and removal of the railroad bridge. The Authority is responsible for designing and constructing the culvert relocation and will reimburse the District for its work.</p> |

MFDA MOUs & Agreements

| MOU Parties | Project | MOU or Agreement Cost and Summary |
|------------------------|---|---|
| Warren Township & MFDA | SWDCAI | The MOU addresses design, construction, operating and maintenance, future changes or additions, etc. in respect to any impacts that the Fargo-Moorhead Metropolitan Area Flood Risk Management Project will have on township roadways. Design, construction, and maintenance costs will be covered by the Developer through the Project Agreement. Reimbursement includes the following: Construction costs and expenses up to \$3,000 annually from the effective date until project substantial completion; Post-construction costs and expenses up to \$1,500 annually after project substantial completion; attorney and engineering fees of \$16,000; a lost tax revenue payment of \$47,066; and costs to be determined for a mobility improvement project. |
| MDU, Sauvageau & MFDA | Utility Service for Property Relocation | The MFDA, Montana-Dakota Utilities Co. (MDU), and Joseph Sauvageau entered into a MOU dated September 28, 2023. The project identified within the MOU was to provide gas service to the Joseph Sauvageau relocation site. This letter serves as official notification to the parties to terminate the MOU. MFDA has executed a separate agreement and task order with Xcel to provide gas service to the Sauvageau relocation site at a lower cost. |

MEMORANDUM OF UNDERSTANDING

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

Dated as of _____, 2025

Relating to:

A Memorandum of Understanding outlining the respective roles and responsibilities of the Parties in regard to the impacts resulting from construction and operation of the Southern Embankment and Associated Infrastructure and Upstream Mitigation Area 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

TABLE OF CONTENTS

| | |
|---|-----------|
| ARTICLE I. DEFINITIONS AND INTERPRETATION | 2 |
| SECTION 1.01 DEFINITIONS | 2 |
| SECTION 1.02 TERMS GENERALLY | 6 |
| ARTICLE II. INTENT..... | 6 |
| SECTION 2.01 INTENT..... | 7 |
| ARTICLE III. DESIGN | 7 |
| SECTION 3.01 INTENT..... | 7 |
| SECTION 3.02 USACE RESPONSIBILITY | 7 |
| SECTION 3.03 FINANCING | 7 |
| SECTION 3.04 RELEASE..... | 7 |
| SECTION 3.05 FACILITIES..... | 7 |
| ARTICLE IV. PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES..... | 7 |
| SECTION 4.01 INTENT..... | 7 |
| SECTION 4.02 SITE TESTING | 7 |
| SECTION 4.03 MITIGATION | 8 |
| SECTION 4.04 ENVIRONMENTAL REVIEW | 8 |
| SECTION 4.05 UTILITY RELOCATION | 8 |
| SECTION 4.06 PERMITS AND APPROVALS | 8 |
| SECTION 4.07 PLATTING | 8 |
| ARTICLE V. PROPERTY INTEREST ACQUISITION | 8 |
| SECTION 5.01 ACQUISITION | 8 |
| SECTION 5.02 TRANSFERS OF RIGHTS, PRIVILEGES, AND INTERESTS..... | 8 |
| ARTICLE VI. CONSTRUCTION | 8 |
| SECTION 6.01 INTENT..... | 9 |
| SECTION 6.02 USACE RESPONSIBILITY | 9 |
| SECTION 6.03 WORK ZONE TRAFFIC CONTROL..... | 9 |
| SECTION 6.04 BYPASSES AND DETOURS..... | 9 |
| SECTION 6.05 MATERIAL CHANGES OR MODIFICATIONS..... | 9 |
| SECTION 6.06 COORDINATION OF PARTIES..... | 9 |
| SECTION 6.07 CONSTRUCTION SCHEDULE..... | 9 |
| SECTION 6.08 MAINTENANCE DURING CONSTRUCTION..... | 9 |
| SECTION 6.09 REVIEW | 9 |
| SECTION 6.10 PRE-FINAL INSPECTION..... | 10 |
| SECTION 6.11 FINAL INSPECTION..... | 10 |
| SECTION 6.12 TURN BACK AND TURNOVER | 10 |
| SECTION 6.13 AS-BUILT DRAWINGS..... | 10 |
| SECTION 6.14 WARRANTY | 10 |
| ARTICLE VII. OPERATION AND MAINTENANCE | 10 |
| SECTION 7.01 COUNTY RESPONSIBILITY | 10 |

SECTION 7.02 VEGETATION FREE ZONE 11

SECTION 7.03 ARMORED ROAD SECTIONS 11

ARTICLE VIII. FUTURE CHANGES OR ADDITIONS11

SECTION 8.01 SEAI AND OTHER PROJECT COMPONENTS 11

SECTION 8.02 COUNTY ROAD 50 AND CULVERT IMPROVEMENTS 11

ARTICLE IX. COMPREHENSIVE PROJECT OPERATION AND CLEAN-UP12

SECTION 9.01 ROADS AND PARCELS..... 12

SECTION 9.02 POINT OF CONTACT 12

SECTION 9.03 NOTICE OF COMPREHENSIVE PROJECT OPERATION..... 12

SECTION 9.04 CLOSING COUNTY ROADS..... 13

SECTION 9.05 CESSATION OF COMPREHENSIVE PROJECT OPERATION..... 13

SECTION 9.06 ROAD REOPENING 13

SECTION 9.07 ROAD REPAIRS AND CLEAN-UP WORK 13

ARTICLE X. INSURANCE13

SECTION 10.01 INSURANCE..... 13

ARTICLE XI. REIMBURSEMENT OF COSTS14

SECTION 11.01 REIMBURSABLE COSTS 14

ARTICLE XII. INVOICING AND AUDIT14

SECTION 12.01 COUNTY INVOICES 14

SECTION 12.02 AUDIT AND DISPUTE 14

SECTION 12.03 FINAL ACCOUNTING..... 15

SECTION 12.04 AUTHORITY INVOICES..... 15

ARTICLE XIII. TERM AND TERMINATION.....15

SECTION 13.01 TERM 15

SECTION 13.02 TERMINATION..... 15

SECTION 13.03 EFFECTS OF TERMINATION..... 15

ARTICLE XIV. DISPUTE RESOLUTION16

SECTION 14.01 INTENT AND PROCEDURE 16

SECTION 14.02 MEDIATION 16

SECTION 14.03 LITIGATION IF DISPUTE NOT RESOLVED 16

SECTION 14.04 LITIGATION; VENUE 16

SECTION 14.05 WAIVER OF JURY TRIAL..... 16

ARTICLE XV. THIRD PARTY BENEFICIARY16

SECTION 15.01 USACE..... 16

ARTICLE XVI. MISCELLANEOUS.....17

SECTION 16.01 COMPLETE AGREEMENT. 17

SECTION 16.02 COUNTERPARTS..... 17

SECTION 16.03 AMENDMENTS 17

SECTION 16.04 SEVERABILITY AND SAVINGS CLAUSE..... 17

SECTION 16.05 FORCE MAJEURE 17

SECTION 16.06 AUTHORIZED REPRESENTATIVES 17
SECTION 16.07 NOTICE 17
SECTION 16.08 GOVERNING LAW 18
SECTION 16.09 CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK..... 18
SECTION 16.10 FEDERAL LOBBYING RESTRICTIONS 18
SECTION 16.11 DEBARMENT AND SUSPENSION 19
SECTION 16.12 CIVIL RIGHTS OBLIGATIONS 19
SECTION 16.13 CONFLICT WITH JOINT POWERS AGREEMENT 20
SECTION 16.14 SETTLEMENT AGREEMENT 20
SECTION 16.15 ELECTRONIC SIGNATURES 20

SIGNATURE PAGESS-1 THROUGH S-2

- EXHIBIT A – PROJECT IMPACTS MAP**
- EXHIBIT B – PROPERTY INTEREST GRANTS**
- EXHIBIT C – FEDERAL CERTIFICATION FORMS**
- EXHIBIT D – WILKIN COUNTY PARCELS**
- EXHIBIT E – FLOWAGE EASEMENT**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered this ____ day of _____, 2025 (the “Effective Date”), by and between METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and WILKIN COUNTY, MINNESOTA, a political subdivision of the State of Minnesota.

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

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

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

WHEREAS, pursuant to the PPA, USACE will be responsible for completing the Southern Embankment and Associated Infrastructure (hereinafter the “SEAI”), which includes the southern embankment in its entirety; the Diversion Inlet Structure; the gated structures on the Red River and the Wild Rice River; road and railroad raises associated with the SEAI; and all mitigation features which are not the responsibility of the Non-Federal Sponsors; and

WHEREAS, the City of Fargo, North Dakota, the City of Moorhead, Minnesota, Cass County, North Dakota, Clay County, Minnesota, and the Cass County Joint Water Resource District, North Dakota, formed the Authority by entering into a Joint Powers Agreement, dated June 1, 2016 (the “JPA”); and

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

WHEREAS, USACE will construct elements of the SEAI, namely Reaches SE-4 and SE-5, including the Culvert Improvements, in the County; and

WHEREAS, the Authority and the County desire to enter into this MOU to define their respective roles and responsibilities for the design, construction, operation, and maintenance of the Elements and for Comprehensive Project Operation.

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

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

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

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of Minnesota, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all Environmental Laws, statutes, 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 County, 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 16.06.

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

“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.

“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.

“Construction Site” means the site defined by a construction contract between USACE and its contractor to be utilized by such contractor for the construction of the applicable element of the Comprehensive Project.

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

“County Engineer” means the Wilkin County Engineer.

“County Representative” means the individual set forth in Section 16.06.

“Culvert Improvements” means the replacement of culverts underlying County Road 50, including at Wolverton Creek, in Reach SE-5, as determined by USACE, the Authority, the County, and Clay County during the design of Reach SE-5.

“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 Reach SE-4 or Reach SE-5, including the Culvert Improvements, as the context requires, and whenever a reference in this MOU is made to Elements, **“Elements”** means Reaches SE-4 and SE-5, including the Culvert Improvements.

“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.

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

“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.

“Final Design Submittal” means a design has reached ninety-five percent (95%), as determined by USACE.

“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.

“Intermediate Design” means a design has reached sixty percent (60%) completion, as determined by USACE.

“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 an Element.

“Party” means the Authority or the County, 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 County, 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 described in Section 9.02.

“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.

“Preliminary Design” means a preliminary design for an Element, as designed to an extent determined by USACE.

“Project Limits” means the permanent property interests necessary for the SEAI, as currently projected on Exhibit A.

“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 County Road 50.

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

“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 designed to control and/or meter the flow of the Red River through the Protected Area.

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

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

“State” means the State of Minnesota.

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

“Substantial Completion” means the time at which the work performed under the construction contract between USACE and its contractor has progressed to the point of being substantially completed, as defined by such contract.

“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.

“Wilkin County Parcels” means parcels of real property owned by Wilkin County and legally described in Exhibit D.

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. INTENT

Section 2.01 INTENT. Pursuant to the terms of the PPA and the Joint Powers Agreement, the Authority is responsible for obtaining the real property interests and authorizations necessary for construction, operation, and maintenance of the SEAI, which will be designed and constructed by USACE, and for Comprehensive Project Operation. As a result, the Parties desire to enter into this MOU to address the Parties' respective rights and obligations relating to the design, construction, operation, and maintenance of the SEAI and to Comprehensive Project Operation.

ARTICLE III. DESIGN

Section 3.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for design. The Parties understand and agree that the SEAI and the components described herein must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

Section 3.02 USACE RESPONSIBILITY. USACE is responsible for designing the Elements. The Authority will submit a Preliminary Design, an Intermediate Design, and a Final Design of each Element to the County Engineer for review and comment. The County Engineer will review and provide any comments on designs to the Authority within twenty-eight (28) calendar days of receipt. The County Engineer is encouraged to work with the Clay County Engineer during design reviews for those Elements with shared jurisdiction.

Section 3.03 FINANCING. The County will not be responsible for any costs or expenses associated with the design of the Elements. The County may seek reimbursement from the Authority for design reviews as set forth in this MOU.

Section 3.04 RELEASE. Review by the County of any designs will not be deemed to mean the plans and specifications or construction will be structurally sound and appropriate or that the plans and specifications meet Applicable Law.

Section 3.05 FACILITIES. The County agrees that the relocation, arrangement, and/or alteration associated with the Culvert Improvements to be accomplished under this MOU will provide the County with facilities equal in service as to those in existence on the Effective Date of this MOU.

ARTICLE IV. PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES

Section 4.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for planning and engineering activities. The Parties understand and agree that the SEAI and the components described herein that are a part of the SEAI must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

Section 4.02 SITE TESTING. The Authority will ensure all preliminary engineering activities for the Elements, 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 4.03 MITIGATION. The Authority is responsible for the investigation, remediation, and removal of all Hazardous Materials necessary to complete construction of the Elements.

Section 4.04 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 4.05 UTILITY RELOCATION. The Authority is responsible for coordinating and/or performing Utility Relocations for the Elements and will be responsible for costs incurred for these relocations.

Section 4.06 PERMITS AND APPROVALS. The Authority is responsible for securing any necessary permits and/or approvals for construction of the Elements. From the County, the Authority must secure a utility permit and a drainage work permit, and except as otherwise specifically set forth herein, the County will not require additional permits and/or approvals from its governing body. The Authority must also obey and abide by all Applicable Law.

Section 4.07 PLATTING. The Authority intends to plat the Project Limits and will file the necessary documentation with the County as required under Applicable Law. The County will review such documentation in Good Faith and will use its Best Efforts to work with the Authority in the platting process. The Authority will utilize platting to define the Project Limits, which are currently projected on Exhibit A.

ARTICLE V. PROPERTY INTEREST ACQUISITION

Section 5.01 ACQUISITION. Except as set forth herein, the Authority will, at its sole cost and expense, obtain all easements, rights-of-way, or other interests in real property necessary for the construction, relocation, and/or alteration of the Elements.

Section 5.02 TRANSFERS OF RIGHTS, PRIVILEGES, AND INTERESTS. The property interests held by the County in the locations where USACE will construct Reaches SE-4 and SE-5 are outlined on the maps attached as Exhibit B. The County will convey to the Authority the rights or privileges outlined in the table affixed as Exhibit B to construct Reaches SE-4 SE-5 on or across the County's property. Although the current plan is that the majority of County Road 50 will not be reconstructed for Reach SE-5, the road must remain as currently constructed to maintain flood control for the Comprehensive Project. The Parties intend that any property interests acquired by the Authority will result in County Road 50 maintaining its current dimensions.

ARTICLE VI. CONSTRUCTION

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

Section 6.02 USACE RESPONSIBILITY. USACE will be constructing the Elements. Construction will occur based upon the Final Design, except as otherwise provided in Section 6.05.

Section 6.03 WORK ZONE TRAFFIC CONTROL. The Authority will coordinate with USACE to include in the USACE construction contract any replacement of appropriate work zone traffic control signals during construction of the Elements, as necessary.

Section 6.04 BYPASSES AND DETOURS. USACE will not construct a bypass for County Road 50 during construction. Formal detours, however, will be identified for County Road 50.

Section 6.05 MATERIAL CHANGES OR MODIFICATIONS. Any Material Modification during construction to a Final Design for an Element will be subject to review and comment by the County. The County will review any proposed Material Modification within fourteen (14) calendar days of receipt or on a truncated time period, as required by the Authority or USACE, in the event of a critical or emergency change. The County reserves the ability to request additional information relating to any proposed Material Modification, including but not limited to specifications for the modified material and information on how the specifications were determined, from either the Authority or USACE, and its 14-day review period will not commence until the receipt of such requested information.

Section 6.06 COORDINATION OF PARTIES. The County will coordinate and work through the Authority and USACE on any and all questions that develop during construction. The County agrees and acknowledges that it cannot direct any contractors performing work on the Elements.

Section 6.07 CONSTRUCTION SCHEDULE. To facilitate scheduling for construction of the Elements, the Authority will coordinate with USACE to provide the County with a proposed construction schedule and with monthly construction schedule updates.

Section 6.08 MAINTENANCE DURING CONSTRUCTION. The construction contractors will be responsible for securing permits along haul routes. In the event the County believes maintenance of haul routes is necessary and not being performed as required by any permit issued to a construction contractor, it will notify the Authority Representative, and the Authority will coordinate the maintenance, which may include, if agreed upon, the County performing the maintenance and seeking reimbursement from the Authority.

Section 6.09 REVIEW. The Authority will coordinate with USACE to allow for worksite control rules that permit and facilitate reasonable access to the County for the reasonable review of work. The presence or absence of a County inspector does not relieve the Authority from any requirement in this MOU, nor is an inspector authorized to change any term or condition of the MOU. The County agrees that during any review contemplated under this section that its staff will follow USACE construction safety practices when visiting a Construction Site (e.g.,

register at field office and wear personal safety equipment). The County understands that its staff cannot direct the construction contractor, and any conversations with the construction contractor must occur in the presence of USACE construction staff.

Section 6.10 PRE-FINAL INSPECTION. The Authority will provide the County with written notice of any anticipated Substantial Completion of an Element at least fifteen (15) calendar days prior to the anticipated date for Substantial Completion. Within ten (10) calendar days of the anticipated date for Substantial Completion, the Parties will conduct at least one (1) joint pre-final inspection of the Element to verify the contract requirements have been met, the completed construction meets the Final Design and any Material Modification made pursuant to Section 6.05 and that the flood risk management certification requirements are met. If the County finds the construction is not in accordance with the Final Design or any Material Modification, the County will notify the Authority to develop a written punch list of items not constructed in accordance with the Final Design or approved Material Modifications. The Authority will coordinate with USACE regarding resolution of any punch list items for issues with Elements.

Section 6.11 FINAL INSPECTION. Following the pre-final inspection and resolution of any punch list items, the County will conduct a final inspection of the Element to determine whether the work meets the Final Design and any Material Modification made pursuant to Section 6.05. If the County finds the construction has been completed in accordance with the Final Design or any approved Material Modification, the County will provide a certificate of completion to the Authority.

Section 6.12 TURN BACK AND TURNOVER. Following close-out of the USACE contract for Reaches SE-4 and SE-5, USACE will turn over control of the flood control elements to the Authority and County Road 50 to the Authority, who in turn will transfer control of County Road 50 to the County and Clay County.

Section 6.13 AS-BUILT DRAWINGS. The Authority will coordinate with USACE to provide as-built drawings of the Element of the County.

Section 6.14 WARRANTY. USACE may include a standard Federal Acquisition Regulation clause 52.246-21 Warranty of Construction in its construction contract. The clause includes a 1-year warranty provision. In the event the Authority and/or the County identifies a deficiency in workmanship or defective product or material, the Authority will notify USACE.

ARTICLE VII. OPERATION AND MAINTENANCE

Section 7.01 COUNTY RESPONSIBILITY. Following transfer of County Road 50, the County and Clay County will have full control of all items on County-owned property interests, excluding only the SEAI and its components, and Clay County will have full maintenance responsibilities.¹ The Authority will have full maintenance responsibilities of Reaches SE-4 and SE-5, excluding County Road 50 and the Culvert Improvements.

¹Although the County and Clay County have shared jurisdiction over County Road 50, they have separately agreed that Clay County will be solely responsible for performing maintenance on County Road 50.

Section 7.02 VEGETATION FREE ZONE. The Authority will perform maintenance to meet any vegetation free zone requirements imposed for the Comprehensive Project, and the County will perform maintenance for any County purposes. The Authority will reimburse the County if the County incurs expenses for maintenance performed to meet any vegetation free zone requirements imposed for the Comprehensive Project.

Section 7.03 ARMORED ROAD SECTIONS. The County may additionally seek reimbursement from the Authority, as set forth herein, for additional maintenance expenses incurred by the County for performing maintenance on armored sections constructed for Reach SE-5 within County Road 50.

ARTICLE VIII. FUTURE CHANGES OR ADDITIONS

Section 8.01 SEAI AND OTHER 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 such may be accomplished without adversely affecting, changing, or altering County Road 50 or a Culvert Improvement.

(b) If it becomes necessary or desirable to change, alter, widen, or reconstruct County Road 50 or a Culvert Improvement to accommodate the SEAI or other elements of the Comprehensive Project, the cost of such work, if approved by the County and USACE, including any incidental costs made necessary by such changes, will be the expense of the Authority.

Section 8.02 COUNTY ROAD 50 AND CULVERT IMPROVEMENTS.

(a) The County and Clay County, at their sole cost and expense, retain the ability to perform normal operation and maintenance activities on County Road 50, such as grading and surface replacement provided such activities do not alter the design elevations of Reach SE-5 by more or less than three (3) inches.

(b) The County and Clay County retain the ability, at their sole cost and expense, to perform any construction activities that involve excavation of the Reach SE-5 embankment section along County Road 50, including on the Culvert Improvements, or to adjust or alter the overall roadway section on County Road 50 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 Reach SE-5 embankment section along County Road 50, the County and Clay County may, after securing approval for the work pursuant to the preceding subsection, perform such work without a temporary levee if the work is performed outside the normal flood season. Any replacement section of the Reach SE-5 embankment along County Road 50 must be reconstructed in accordance with the specifications required of other embankment or armored sections of Reach SE-5, as applicable.

(d) If it becomes necessary or desirable to change, alter, widen, or reconstruct the SEAI to accommodate a County-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 SEAI, made necessary by any such changes, will be the expense of the County and Clay County, as applicable.

ARTICLE IX.
COMPREHENSIVE PROJECT OPERATION AND CLEAN-UP

Section 9.01 ROADS AND PARCELS. The County holds real property interests in the UMA, a portion of which authorize it to operate and maintain County roads. Although County Road 30, County Road 50, and County Highway 190 have experienced flooding prior to the Effective Date, Comprehensive Project Operation may result in additional temporary and periodic flooding in those areas. Additionally, the Wilkin County Parcels that may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation are set forth in Exhibit D. The County authorizes the Authority to add additional water to the County's roads, structures, and the Wilkin County Parcels temporarily and periodically in accordance with the terms and conditions of this MOU and will execute the flowage easement attached as Exhibit E.

Section 9.02 POINT OF CONTACT. Prior to substantial completion of the Comprehensive Project, the Authority will designate a Point of Contact for the County and inform the County Representative. The intended purpose of the Point of Contact is to facilitate the flow of information between the County and the Authority both prior to and following Comprehensive Project Operation.

Section 9.03 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 County 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 County Engineer as soon as possible. As part of this communication, the Point of Contact will communicate the County roads that are anticipated to be affected by Comprehensive Project Operation. The Point of Contact and County Engineer will then arrive at a plan on which County roads to close when and where. Following the discussion with the County Engineer, the Point of Contact will advise the County Representative, the County Sheriff, and the County Emergency Manager of the plan for County road closures. The Point of Contact will continue to engage with the County Engineer, the County Representative, the County Sheriff, and the County Emergency Manager on road closures throughout Comprehensive Project Operation to ensure there is clear communication on which County roads may be impacted.

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

Section 9.04 CLOSING COUNTY ROADS. The County will be responsible for placing barriers and appropriate signage on County roads closed for Comprehensive Project Operation. An Authority representative may accompany the County while placing the barriers and signage. The County will notify the Point of Contact once a County road has been closed, and the Point of Contact will update the Authority website to show the closure.

Section 9.05 CESSATION OF COMPREHENSIVE PROJECT OPERATION. Once the Authority has an estimated date of Comprehensive Project Operation cessation, the Point of Contact will notify the County Engineer, the County 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 9.06 ROAD REOPENING. As floodwaters recede out of the UMA, the Point of Contact and the County Engineer will work together to identify when County roads can reopen. Prior to reopening, the Point of Contact and the County Engineer will complete an inspection of each County 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 County Engineer will work together as quickly as possible to have the County complete the work and to be reimbursed for such work. The County will be responsible for removing all barriers and signage placed to reopen roads when appropriate.

Section 9.07 ROAD REPAIRS AND CLEAN-UP WORK.

(a) Following the identification of non-emergency repairs or clean-up work for County roads, the County Engineer will put together a quote for the County 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 County Engineer will submit the County 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 County, or deny the quote. If a quote is denied, the County may re-create or resolicit a quote, as applicable, and resubmit the quote for Authority review. The County 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 County. The Authority will use its Best Efforts to reimburse the County 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 X.
INSURANCE**

Section 10.01 INSURANCE. In any contracts entered between USACE and a third party for construction of an Element, the Authority will coordinate with USACE regarding insurance requirements, requesting to list the County as an additional insured and to include a waiver of subrogation in favor of the County in all insurance policies secured for the Elements.

**ARTICLE XI.
REIMBURSEMENT OF COSTS**

Section 11.01 REIMBURSABLE COSTS. When funds are, or become, available, the Authority will reimburse the County for salaries, services, and/or related costs and expenses as expressly provided in this MOU. Reimbursable costs are salaries, services, fees, and related costs and expenses paid by the County to any person, consultant, contractor, or firm for time spent performing any task required or identified under this MOU when supported by adequate records. Salaries, services, and related costs and expenses paid to the County's employees, officers, agents, or representatives may not be reimbursed.

**ARTICLE XII.
INVOICING AND AUDIT**

Section 12.01 COUNTY INVOICES.

(a) As necessary hereunder, the County will submit hard copy invoices to the Authority at the Authority's main office, and invoices will be processed by the Authority for the following month. The County will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to paulsenj@fmdiversion.gov. Each invoice should include the identification of the County, a description of the activity included in the invoice, and the address where payment should be remitted.

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

(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 County.

(d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following payment, the County will credit any payment in error from any payment that is due or that may become due to the County under this MOU.

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

Section 12.02 AUDIT AND DISPUTE. All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by the County from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by the County. The ability of the Authority to audit the County's invoice will extend for a period of three (3) years from the date final payment has been

received by the County. Any overpayment or underpayment discovered during the audit will be treated as a dispute under Article XV.

Section 12.03 FINAL ACCOUNTING. The County will provide one (1) final and complete billing of all incurred costs within one (1) year following completion of the Elements. The Authority may in Good Faith, after conducting a final audit, make adjustments to the amount of compensation due to the County under this MOU.

Section 12.04 AUTHORITY INVOICES. As necessary hereunder, the Authority will submit monthly properly certified invoices for reimbursable costs to the County. Such invoices will be due and payable in full to the Authority within thirty (30) calendar days of their dated date. If payment is not timely made, the Authority reserves the right to apply a one percent (1%) monthly finance charge to the invoice.

ARTICLE XIII. TERM AND TERMINATION

Section 13.01 TERM. This MOU will have an original term of ten (10) years from the Effective Date (the “Original Term”) and shall automatically renew for subsequent renewal terms of ten (10) years (a “Subsequent Renewal Term”) unless terminated in accordance with this MOU.

Section 13.02 TERMINATION. A Party may terminate performance of work during the Original Term or any Subsequent Renewal Term in whole or in part after providing at least three hundred sixty-five (365) calendar days’ advanced written notice to the other Party.

Section 13.03 EFFECTS OF TERMINATION. Upon receipt of a notice of termination, except as directed by the other Party, the Parties shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amount due under this clause:

- (a) Place no further contracts or orders, except as necessary to complete the continued portion of the MOU.
- (b) With approval or ratification of the Authority Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of contracts or responsibilities as proposed in this MOU, the cost of which would be reimbursable in whole or in part, under this MOU. Approval or ratification will be final for purposes of this Section.
- (c) Transfer title if not already transferred.
- (d) Complete performance of the work not terminated.
- (e) Take any action that may be necessary, or that the Authority Representative may direct, for the protection and preservation of the property related to this MOU that is in the possession of the County and in which the Authority has or may acquire an interest.

**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 or, if an agreement cannot be reached within ten (10) calendar days, the mediator shall be selected by the American Arbitration Association (“AAA”) in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or on-going relationship with either Party. The Parties agree that only one (1) mediator shall be selected as the AAA mediator, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 14.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the preceding section, the Parties may litigate the matter.

Section 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 District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 14.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS MOU, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS MOU, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS MOU. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS MOU. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

**ARTICLE XV.
THIRD PARTY BENEFICIARY**

Section 15.01 USACE. The Authority and the County specifically agree, acknowledge, and covenant that portions of the County’s property or right-of-way will be used by USACE in order to construct, operate, and maintain the SEAI and the Culvert Improvements.

**ARTICLE XVI.
MISCELLANEOUS**

Section 16.01 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 16.02 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 16.03 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 16.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this MOU.

Section 16.05 FORCE MAJEURE. No Party will be liable to another 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 other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 16.06 AUTHORIZED REPRESENTATIVES. The Authority and the County hereby designate the following individuals as their initial authorized representatives, respectively, to administer this MOU on their respective behalf:

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

Section 16.07 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 communication followed by a hard copy, to the following addresses.

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

Jacobs
4784 Amber Valley Parkway South
Suite 200
Fargo, North Dakota 58104

and

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

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

County Engineer
Wilkin County Highway Department
515 8th St. S.
Breckenridge, Minnesota 56520

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

Section 16.09 CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK. Nothing in this MOU is intended to supersede, amend, or otherwise modify any other memorandum of understanding or agreement entered by and between the Authority and the County for work regarding other aspects of the Comprehensive Project.

Section 16.10 FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for the

United States Environmental Protection Agency (“EPA”) in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to prohibition. On or prior to the Effective Date, the County will complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 23, which are attached within Exhibit C to this MOU. In the event the Authority solicits assistance from the County to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the County will also require all subcontractors and suppliers of any tiers awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Section 16.11 DEBARMENT AND SUSPENSION. In the event the Authority solicits assistance from the County to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the County certifies it will not knowingly enter into a contract with anyone who is ineligible under 40 CFR Part 32 to participate in the Comprehensive Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. The County represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this MOU. On or prior to the Effective Date, the County will complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached within Exhibit C to this MOU.

Section 16.12 CIVIL RIGHTS OBLIGATIONS. In the event the Authority solicits assistance from the County to complete an element of the Comprehensive Project and funds made available to the Authority by the Water Infrastructure Finance and Innovation Act are utilized to finance such element, the County will comply with the following, federal non-discrimination requirements:

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

On or prior to the Effective Date, the County will complete and submit to the Authority the federal certification form regarding civil rights, which is attached within Exhibit C to this MOU.

Section 16.13 CONFLICT WITH JOINT POWERS AGREEMENT. Nothing in this MOU is intended to conflict with the provisions of the Joint Powers Agreement. In the event there is a conflict, the provisions of the Joint Powers Agreement will control.

Section 16.14 SETTLEMENT AGREEMENT. Nothing in this MOU is intended to impact the rights afforded to the County, or the obligations of the Authority, under the Settlement Agreement.

Section 16.15 ELECTRONIC SIGNATURES. The Parties agree that an electronic signature to this MOU shall be valid as an original signature of the Party and shall be effective to bind such Party to this MOU.

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

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this MOU on the ____ day of _____, 2025.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for Wilkin County, Minnesota

The governing body of Wilkin County, Minnesota, approved this MOU on the ____ day of _____, 2025.

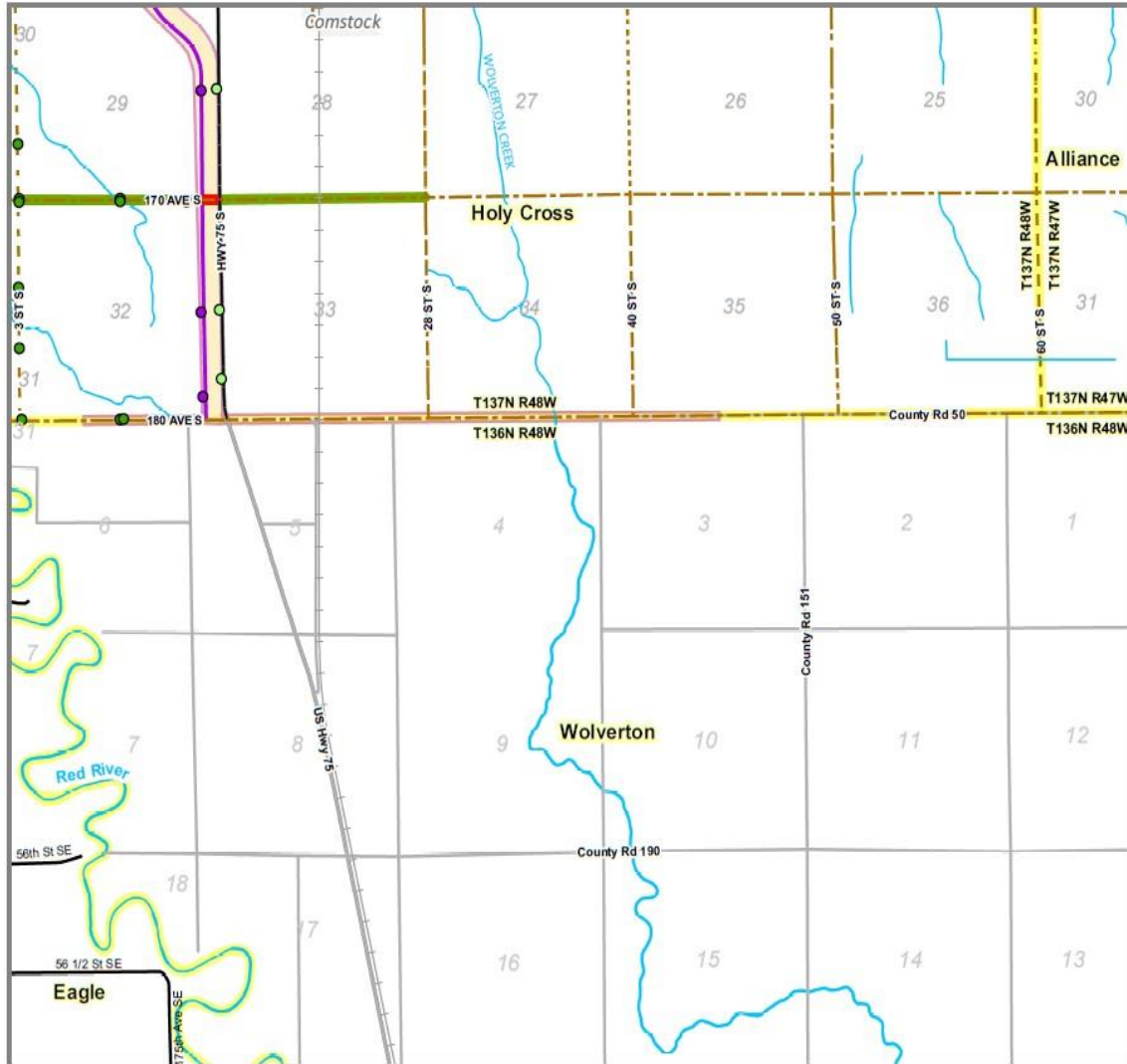
WILKIN COUNTY, MINNESOTA

By: _____
Dennis Larson, Chair of the Board of
County Commissioners

ATTEST:

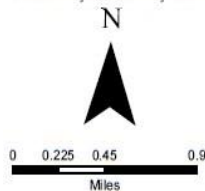
Stephanie Sandbakken, County Administrator

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 Map\MOU byTownship 8 x11.mxd



Wilkin County

FM Area Diversion
Map Date: 1/5/2024



EXHIBIT B
PROPERTY INTEREST GRANTS

| <i>Location</i> | <i><u>County Property Interest</u></i> | <i>Grant to Authority</i> |
|-----------------|--|---------------------------|
| County Road 50 | Statutory right-of-way | Permit |

**EXHIBIT C
FEDERAL CERTIFICATION FORMS**

CERTIFICATION REGARDING FEDERAL LOBBYING

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

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

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

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
4784 Amber Valley Parkway S, Suite 100
Fargo, ND 58104

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

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

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

PLEASE RETURN TO:

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

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

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

ineligibility of its principals.

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

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

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

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

The undersigned assures that it will comply with:

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

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

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

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

Street

City, State, Zip Code

PLEASE RETURN TO:
Metro Flood Diversion Authority
4784 Amber Valley Parkway S, Suite 100
Fargo, ND 58104

Office Email Address

**EXHIBIT D
WILKIN COUNTY PARCELS**

Parcel 1

All that part of Government Lot 1, Section 21, Township 135 North, Range 48 West of the 5th Principal Meridian, Roberts Township, Wilkin County, Minnesota described as follows:

Commencing at the North Quarter Corner of said Section 21 (Document No. 153846); thence on an assumed bearing of South 89 degrees 52 minutes 27 seconds West on and along the north line of said Section 21 a distance of 505.13 feet to a point, said point being 499.92 feet west of the centerline of State Hwy. 75; thence on a tangential curve that is concave to the south, said curve having a central angle of 09 degrees 41 minutes 10 seconds, an arc length of 184.50 feet, a radius of 1091.35 feet, a chord of 184.28 feet, and a chord bearing of South 85 degrees 01 minutes 52 seconds West; thence on the tangent of the last described curve, South 80 degrees 11 minutes 17 seconds west a distance of 1300.40 feet to the POINT OF BEGINNING; thence North 09 degrees 48 minutes 43 seconds West a distance of 85.00 feet to a point, said point being 78.35 feet more or less Easterly of the east shore line (waters edge) of the Red River of the North; thence South 80 degrees 11 minutes 17 seconds West a distance of 78.35 feet to said east shore line; thence upstream along the waters edge of said Red River of the North, to a point that bears South 30 degrees 37 minutes 18 seconds West, a distance of 223.35 feet; thence North 80 degrees 11 minutes 17 seconds East, a distance of 223.22 feet, more or less, to the intersection of a line that bears South 09 degrees 48 minutes 43 seconds East from the point of beginning; thence North 09 degrees 48 minutes 43 seconds West a distance of 85.00 feet to the point of beginning.

The above described tract contains 0.59 acres, more or less, and is subject to the public flowage rights of said Red River of the North, and is also subject to other easements of record, if any.

Parcel 2

All that part of Government Lot 1, Section 21, Township 135 North, Range 48 West of the 5th Principal Meridian, Roberts Township, Wilkin County, Minnesota described as follows:

Commencing at the North Quarter Corner of said Section 21 (Document No. 153846); thence on an assumed bearing of South 89 degrees 52 minutes 27 seconds West on and along the north line of said Section 21 a distance of 165.21 feet to the POINT OF BEGINNING, said point being 160 feet west of the centerline of State Hwy. 75; thence continuing South 89 degrees 52 minutes 27 seconds West on and along said north line of Section 21, a distance of 1759.59 feet more or less, to the east shore line (waters edge) of the Red River of the North; thence upstream, along the waters edge of said Red River of the North to a point that bears South 39 degrees 51 minutes 51 seconds west a distance of 213.72 feet; thence North 80 degrees 11 minutes 17 seconds East a distance of 78.35 feet; thence South 09 degrees 48 minutes 43 seconds East a distance of 170.00 feet to a point, said point being 223.22 feet more or less Easterly of the east shore line (waters edge) of the Red River of the North; thence North 80 degrees 11 minutes 17 seconds East a distance of 1164.72 feet; thence North 09 degrees 48 minutes 43 seconds West a distance of 15.00 feet; thence North 80 degrees 11 minutes 17 seconds East a distance of 135.68 feet; thence on a tangential 1021.35 foot radius curve concave to the south; said curve having a central angle of 9

degrees 41 minutes 10 seconds, an arc length of 172.66 feet, a chord of 172.46 feet, and a chord bearing of North 85 degrees 01 minutes 52 seconds East; thence on the tangent of the last described curve, North 89 degrees 52 minutes 27 seconds East, parallel with and 70 feet distant (south) from the north line of said Section 21, a distance of 384.66 feet to a point on the west right-of-way line of State Highway No. 75; thence North 48 degrees 38 minutes 49 seconds West, on and along said west right-of-way line of State Highway No. 75, a distance of 55.86 feet to a point that is 33 feet south of said North line of Section 21; thence on a nontangential 2069.86 foot radius curve concave to the east, said curve having a central angle of 0 degrees 55 minutes 01 seconds, an arc length of 33.13 feet, to the point of beginning, said curve being 160 feet radial to, and west of the centerline of State Highway No. 75.

The above described tract contains 7.13 acres, more or less, and is subject to the public flowage rights of said Red River of the North, and is also subject to other easements of record, if any.

Parcel 3

A parcel of land in Government Lot Six (6), Section Twenty (20), Township One Hundred Thirty-six (136) North, of Range Forty-eight (48) West of the 5th P.M. and more particularly described as follows: All that land lying in Government Lot Six (6) that lies North of the South line of said Government Lot Six (6), in between the said South line of Government Lot Six (6) and a line that commences at a point on the said South line of Government Lot Six (6) and is parallel to, and 120 feet distance, measured at right angles, northerly at the following described line: To find the point of beginning, commence at the Southeast Corner of said Section Twenty (20), thence South 89°55'47" West along the South line of said Section Twenty (20) a distance of 1734.97 feet, to a point on the Tangent of a 3 degree curve, whose radius is 1,909.86, thence South 79°57' West, along said Tangent a distance of 683.54 feet to the point of beginning, thence North 79°57' East, 574.93 feet to the point of curvature of a 3 degree curve whose radius is 1,909.86 feet, thence deflect right along said curve 28.4 feet thence reducing the distance between the described line and its parallel to 80 feet, distant Northerly and continuing along the 3 degree curve to the right a distance of 316.6 feet, thence South 89°42' East, 1499.3 feet, more or less, to the East line of Section Twenty (20), less previously acquired right of way, and containing 1.97 acres, more or less.

Parcel 4

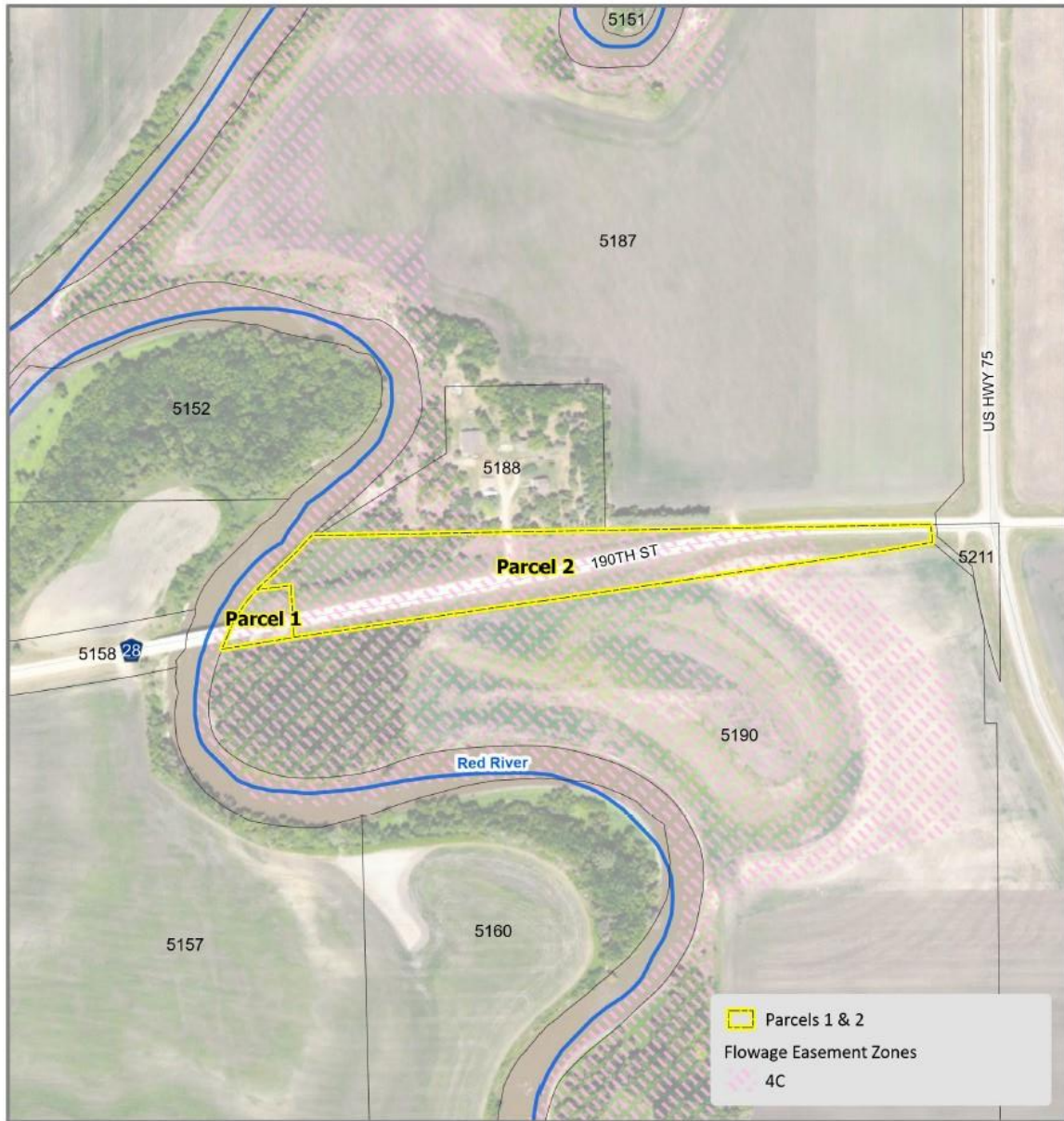
All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West, that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following described line: To find the point of beginning, begin at the Northeast Corner of said Government Lot One (1), thence 89°55'47" West along the North line of said Government Lot One (1), a distance of 1556.8 feet to a point; thence North 0°18' a distance of 11.6 feet to the point of beginning, said point being on the center line of proposed County State Aid Highway 30; thence South 89°42' East, 400 feet to a point and thence terminates, less previously acquired right of way and containing 0.17 acres, more or less.

AND

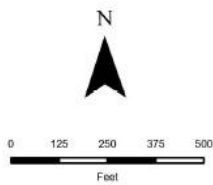
All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West, that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following described line: To find the point of beginning, begin at the Northeast Corner of said Government Lot One (1), thence South $89^{\circ}55'37''$ West along the North line of said Government Lot One (1), a distance of 1556.8 feet to a point; thence North $0^{\circ}18'$ a distance of 11.6 feet to the point of beginning, said point being on the center line of proposed County State Aid Highway 30; thence South $89^{\circ}42'$ East, 400 feet to a point and thence terminates, less previously acquired right of way and containing 0.17 acres, more or less.

Parcel 5

A parcel of land lying in Government Lot (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North, of Range Forty-eight (48) West, of the 5th P.M., and more particularly described as follows: To find the point of beginning, commence at the Northeast Corner of Section Twenty-nine (29), thence South $89^{\circ}55'47''$ West, along the North line of said Section Twenty-nine (29), 1734.97 feet, to a point on the Tangent of a 3 degree curve whose radius is 1,909.86 feet, of County State Aid Highway 30; thence South $79^{\circ}57'$ West, along said Tangent, 879.76 feet, thence North $88^{\circ}56'$ West, 588.0 feet more or less to the center of the Red River of the North, which is the dividing line between Minnesota and North Dakota, which is the point of beginning. All the land lying in said Government Lot One (1) and lying within parallel lines 80 feet distant on each side of the following described line; begin at the point of beginning described above, thence South $88^{\circ}56'$ East, 402.1 feet to a point, thence deflect left on a 3 degree curve, whose radius is 1909.86 feet, a distance of 185.3 feet to a point; thence continuing along the same line, but encompassing all that land lying within 80 feet on the Southerly side and within 120 feet on the Northerly side of said described line, a distance of 185.3 feet to a point; thence North $79^{\circ}57'$ East, 586.9 feet; thence deflect right on a 3 degree curve, whose radius is 1909.86 feet, a distance of 345.0 feet, thence South $89^{\circ}42'$ East, a distance of 1499.3 feet, more or less to the intersection of the East line of said Section Twenty-nine (29), if said East line were extended Northerly, excepting that part lying within a parcel deeded to Howard G. Hanson, lying in the Northwest Corner in said Government Lot One (1) as recorded on page 205 of Book 214 of Deeds; less previously acquired right of way and containing 3.99 acres, more or less.



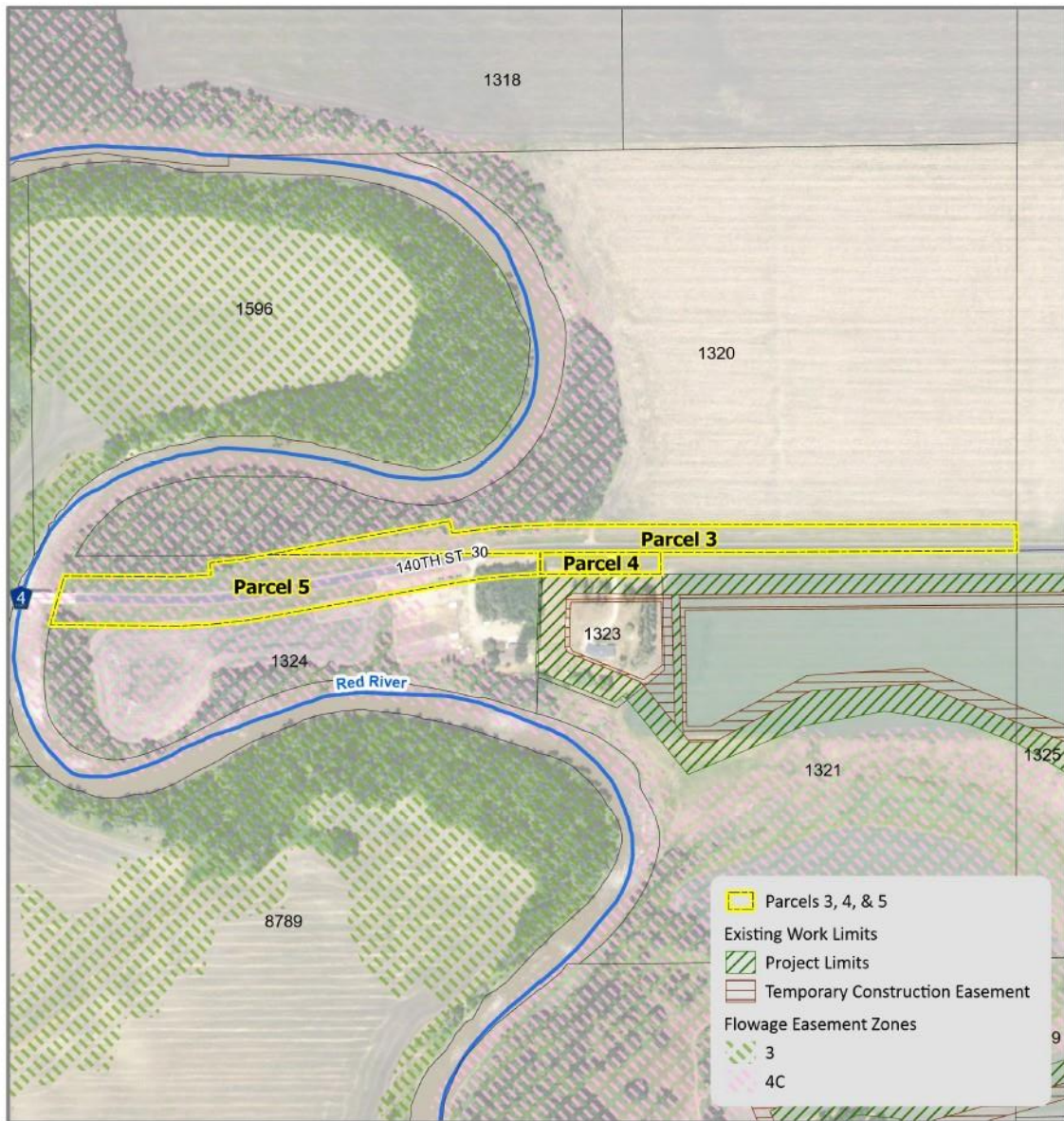
Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown herein are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 HARN Adj MN Clay 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 | MOU UMA Parcels 1 & 2 Wilkin County



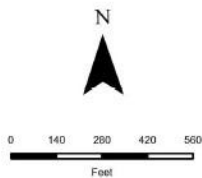
**Wilkin County Parcels
Memorandum of Understanding
Exhibit D**

FM AREA DIVERSION
Map Date: 8/30/2024





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 HARN AdJ MN Clay Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\Q12 Lands Program\Property Acquisition\Project Wide\Individual Property
 Maps - General Inquiry\ArcPro General Individual Layout.aprx | MOU UMA Parcels 3 4 5 Wilkin County



**Wilkin County Parcels
 Memorandum of Understanding
 Exhibit D**

FM AREA DIVERSION
 Map Date: 8/30/2024



**EXHIBIT E
FLOWAGE EASEMENT**

FLOWAGE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2025, by **Wilkin County, Minnesota**, a political subdivision of the State of Minnesota, whose post office address is 300 - 5th St. S., Breckenridge, Minnesota 56520 (“Grantor”); and **Moorhead-Clay County Joint Powers Authority**, a Minnesota political subdivision, whose post office address is 3510 12th Avenue South, Moorhead, Minnesota 56560, and its successors and assigns (“Grantee”).

RECITALS

A. The FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT is a federally authorized project pursuant to Section 7002(2) of the Water Resources Reform and Development Act of 2014 (the “Project”) and is a flood risk management project, sponsored by the United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Board of Authority (the “Metro Flood Diversion Authority”), which includes a diversion channel and appurtenant staging and storage areas to reduce flood damages and risks in the region and to provide permanent flood protection in and around the Fargo-Moorhead metropolitan area.

B. The METRO FLOOD DIVERSION BOARD OF AUTHORITY, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the Cass County Joint Water Resource District, and Grantee is authorized to acquire the real property interest in Minnesota necessary for the project.

C. Grantor owns certain real property in the vicinity of the Project, more specifically described below, in an area that may be subject to temporary and periodic flooding as a result of the Project.

D. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, to permit Grantee to periodically flood portions of Grantor’s property as well as granting certain access, and compliance inspection rights to Grantee subject to the terms and conditions contained in this Easement.

In consideration of \$10.00, the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement in, on, over, through, and across the following real property in **Wilkin County, Minnesota**:

See legal description in Exhibit “A”

The property described above is the “Easement Property.”

- A. Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the perpetual right, power, privilege and easement to occasionally overflow, flood, and submerge the Easement Property in connection with the Project as well as actions necessary to enforce compliance with this Easement. Additionally, Grantor hereby grants to Grantee all right, title, and interest in and to the structures and improvements now situated on the Easement Property:
- i. excepting fencing, drain tile, and drain tile related appurtenances;
 - ii. and further excepting any existing residential structures outside of Mitigation Zone 1 that are on this date and at all times have a lowest opening elevation at least one-foot above the one-percent annual chance event water surface elevation, and that are protected by Flood Protection Measures as defined below, as follows:
 - a. If the boundaries of the Easement Property are based on impacts from the Probable Maximum Flood (PMF) event, Mitigation Zone 4A, then existing residential structures within the Easement Property shall be protected using Flood Protection Measures to an elevation at or above the PMF water surface elevation;
 - b. If the boundaries of the Easement Property are based on impacts from the 0.2-percent annual chance event, Mitigation Zone 2 or 4B, then existing residential structures within the Easement Property shall be protected using Flood Protection Measures to an elevation at or above the 0.2-percent annual chance event water surface elevation;
 - c. If the boundaries of the Easement Property are established by impacts from the one-percent or lesser annual chance event, Mitigation Zone 4C, then existing residential structures within the Easement Property shall be elevated so that the lowest opening

elevation is at least one-foot above the one-percent annual chance event water surface elevation;

- d. Flood Protection Measures for residential structures are limited to (1) elevating the structure, (2) a combination of elevating the structure and dry-floodproofing in accordance with FEMA requirements, or (3) use of levees constructed in accordance with applicable federal or state criteria;
- iii. and further excepting any existing non-residential structures outside of Mitigation Zone 1 that on this date and at all times remain protected by Flood Protection Measures as defined below, as follows:
- a. If the boundaries of the Easement Property are based on impacts from the Probable Maximum Flood (PMF) event, Mitigation Zone 4A, then existing non-residential structures within the Easement Property shall be protected using Flood Protection Measures to an elevation at or above the PMF water surface elevation;
 - b. If the boundaries of the Easement Property are based on impacts from the 0.2-percent annual chance event, Mitigation Zone 2 or 4B, then existing non-residential structures within the Easement Property shall be protected using Flood Protection Measures to an elevation at or above the 0.2-percent annual chance event water surface elevation;
 - c. If the boundaries of the Easement Property are based on impacts from the one-percent annual chance event, Mitigation Zone 4C, then existing non-residential structures within the Easement Property shall be protected using Flood Protection Measures so that the lowest opening elevation is at least one-foot above the one-percent annual chance event water surface elevation;
 - d. Flood Protection Measures for non-residential structures shall include (1) elevating the structure, (2) dry or wet flood-proofing in accordance with FEMA requirements, or (3) use of levees constructed in accordance with applicable federal or state criteria (note that levees alone cannot be used to remove the structure from the one-percent annual chance event);
- iv. and also excepting any structures on the Easement Property completed after the date of this Easement outside of Mitigation Zone 1 on the Easement Property, that are and remain elevated at all times so that the lowest opening elevation is at least 2-feet above the one-percent annual chance event water surface elevation, and with a ground elevation 15 feet from any such structure of at least one-foot above the one-percent chance event water surface elevation, and protected using Flood Protection Measures as defined below, as follows:

- a. If the boundaries of the Easement Property are based on impacts from the Probable Maximum Flood (PMF) event, Mitigation Zone 4A, then development within the Easement Property shall be protected using Flood Protection Measures to an elevation at or above the PMF water surface elevation;
 - b. If the boundaries of the Easement Property are based on impacts from the 0.2-percent annual chance event, Mitigation Zone 2 or 4B, then development within the Easement Property shall be protected using Flood Protection Measures to an elevation at least one-foot above the 0.2-percent annual chance event water surface elevation;
 - c. If the boundaries of the Easement Property are established by impacts from the one-percent or lesser annual chance event, Mitigation Zone 4C, then development within the Easement Property shall be elevated so that the lowest opening elevation is at least 2-feet above the one-percent annual chance event water surface elevation;
 - d. Flood Protection Measures for residential structures are limited to (1) elevating the structure, (2) a combination of elevating the structure and dry-floodproofing in accordance with FEMA requirements, or (3) use of levees constructed in accordance with applicable federal or state criteria;
 - e. Flood Protection Measures for non-residential structures shall include (1) elevating the structure, (2) dry or wet flood-proofing in accordance with FEMA requirements, or (3) use of levees constructed in accordance with applicable federal or state criteria;
 - v. and that other than excavation related to the repair, replacement, or improvement of the County Road 30 bridge presently located on a portion of the Easement Property, no excavation shall be conducted, and no fill placed on the Easement Property without approval by Grantee as to the location and method of excavation and/or placement of fill and verification that the fill will not impact Project operation.
- B. The easement rights in and to the Easement Property are taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the property owners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the Project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.
- C. Additionally under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United

States, the following rights related to the Project regarding the Easement Property: ingress and egress in, on, over, across, and through the Easement Property; removing flood-related debris deposited on the Easement Property due to operation of the Project upon Grantor's request; removing structures, obstructions, and any other obstacles from the Easement Property; conducting compliance inspections; conducting environmental assessments, including habitat and fish and wildlife studies and surveys as required by the Minnesota Department of Natural Resources; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding crop damages in Section 6(B) below. Grantee shall notify Grantor prior to exercising the access provisions associated with this Agreement.

2. Easement Runs with the Easement Property. This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are permanent and perpetual (or the longest period allowed by law, now or at any time in the future), and will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

3. Removal of Unapproved Structures. Grantor must remove all unapproved structures on the Easement Property on or before this date. Any unapproved structures remaining on the Easement Property after this date, will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any unapproved structures from the Easement Property, at its sole discretion and at its sole cost. All approved existing structures that need not be removed are shown on attached **Exhibit "B."**

4. Grantor Covenants. Grantor warrants that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Property, or any portion of the Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Property, or any portion of the Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Property, or any portion of the Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Easement Property.

5. Taxes. Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property.

6. Use of the Easement Property.

A. **Grantor's Use.** Subject to the provisions of this Easement, Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for

production of growing crops, pasture, and other farm/agricultural-related activities and hunting, including the right to post the Easement Property at Grantor's sole discretion to restrict public hunting rights.

- i. Notwithstanding any provision of this Easement to the contrary, after the Effective Date, Grantor may make such surface contour changes normally required by generally accepted farming practices without Grantee's approval at Grantor's sole risk and expense and in accordance with all applicable local, state, and federal laws, rules, and regulations, so long as such changes do not interfere with the operation, function, or performance of the Project. In the event, Grantor's surface contour changes cause such interference with the Project, Grantor must restore the Easement Property to its original condition within 60 days of request by Grantee. If Grantor fails to do so within 60 days of such request, Grantee may enter upon and restore the Easement Property to its original condition and Grantor will provide full reimbursement to Grantee of all costs and expenses within a reasonable amount of time following written notice from Grantee of costs incurred, not exceeding 60 days; if Grantor fails to reimburse Grantee within 60 days of such notice, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full, and Grantee may recover its costs incurred, and interest, by assessing the costs against any property owned by Grantor in Minnesota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. Grantee's remedies are cumulative and not exclusive and are in addition to any and all other remedies available to Grantee under Minnesota law.
- ii. The parties further agree that with respect to any portion of the Easement Property not currently certified for agricultural production in the certified organic marketplace as of the date of this Easement, neither the Growing Season Supplemental Crop Loss Program nor the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, shall provide coverage for lost organic certification of all or any portion of the Easement Property or loss in premium payments of certified organic agricultural products over similar conventionally produced agricultural products, as a result of any inundation or any of Grantee's other rights and privileges regarding the Easement Property
- iii. Notwithstanding the foregoing or any provision of this Easement to the contrary, the parties expressly agree, the construction, operation, and/or maintenance of any concentrated animal feeding operation, confined animal feeding operation, or feedlot (collectively "CAFO"), as defined under applicable local, State and/or Federal laws, rules, and regulations, is prohibited in and upon the Easement Property.
- iv. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Easement Property,

Grantee's rights and privileges under this Easement, or with the Project, when directed by Grantee. Grantor understands and recognizes any use of the Easement Property is at Grantor's sole risk, and with the exception of payments Grantor or Grantor's tenant (if applicable) may be eligible for under the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program established and implemented by the Metro Flood Diversion Authority, that Grantee is not responsible for any damages to growing crops or for interference with any other of Grantor's uses of the Easement Property as a result of any inundation or any of Grantee's other rights and privileges regarding the Easement Property.

- B. **Grantee's Entry.** If Grantee enters upon the Easement Property for purposes of conducting compliance inspections or removal of flood related debris deposited on the Easement Property permitted under this Easement, following the conclusion of any such activities, Grantee will return the Easement Property as nearly as practicable to its previous condition, taking into consideration the nature of the work being performed; for example, Grantee will remove any dirt piles or equipment from the Easement Property that might unreasonably interfere with Grantor's permitted uses of the Easement Property. Grantee's ingress and egress rights to the Easement Property will be by the least intrusive means reasonable. Additionally, Grantee will reimburse Grantor for reasonable crop damages resulting from Grantee's physical entrance upon the Easement Property for purposes of conducting such activities. Such reasonable crop damages shall be calculated based on the area disturbed, actual production history, Grantor's yields the year of the damages, and current crop prices at the time of the crop damages. The crop damage payments under this Section 6(B) shall not be duplicative of the payments described in Section 6(A) above. For purposes of illustration, if Grantee enters onto the Easement Property to conduct a survey on June 1 and damages a portion of the crop growing on the Easement Property, and subsequently on July 15 a major rain event necessitates operation of the Project inundating and damaging the crop growing on the entire Easement Property, the payments Grantor would be eligible for under the Growing Season Supplemental Crop Loss Program described above, would be reduced by the amount Grantor receives as payment for crop damages caused by the survey.

7. **Encumbrances.** Subject to the provisions below regarding the leasing or mortgaging of the Easement Property, Grantor will not encumber the Easement Property or any portion of the Easement Property or enroll the Easement Property or any portion of the Easement Property in any farm or other federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project without first obtaining Grantee's consent. However, Grantor may rent or lease the Easement Property, at Grantor's sole discretion without first obtaining Grantee's consent. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee. Additionally, Grantor may mortgage the Easement Property, at Grantor's

sole discretion without first obtaining Grantee's consent so long as any mortgage is subordinate to this Easement.

8. **Waiver of Warranties.** Except as set forth in this Easement, the parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the Project; Grantor's ability to use the Easement Property following construction of Project; the potential frequency of inundation of the Easement Property; Grantor's ability to enroll the Easement Property in any federal program; or Grantor's ability to obtain any farm insurance regarding the Easement Property other than the Growing Season Supplemental Crop Loss Program or the Prevent Plant Crop Insurance Program which Grantor may be eligible for as set forth in Section 6(A) above.

9. **Maintenance.** Grantee's easement rights include the right, at its discretion and if necessary for purposes of proper operation and maintenance of the Project, to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property. However, Grantor is solely responsible, at Grantor's sole expense and discretion, for maintaining the Easement Property, including grass cutting and weed control. Neither Grantor nor Grantee will store, cause, or permit any spillage, leakage, or discharge of fertilizers, herbicides, fungicides, and pesticides on the Easement Property (in excess of normal applications for farming purposes). Further, in no event will either party cause or permit any spillage, leakage, or discharge of any hazardous substance onto the Easement Property including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene, or other products used for the purpose of generating power, lubrication, illumination, heating, or cleaning. If either party causes or permits any spillage, leakage, or discharge of any such hazardous substance onto the Easement Property, that party shall be solely responsible for any damages arising out of such spillage, leakage, or discharge of any such hazardous substance onto the Easement Property to the extent required by law.

10. **Alternative Dispute Resolution Board.** The Metro Flood Diversion Authority has created an Alternative Dispute Resolution Board to provide property owners an informal, administrative forum to bring claims related to Project operation for damages occurring outside the scope of the terms, conditions, obligations, and rights provided for under this Easement. Without limiting the easement rights granted herein, the parties agree that by executing this Easement, Grantor is not waiving claims for actual damages due to flooding caused by operation of the Project to any other real property owned by Grantor, and any improvements thereon. However, in the event of such damages, the parties agree to attempt in good faith to resolve such damages through the Alternative Dispute Resolution Board, as provided in the Project Property Rights Acquisition and Mitigation Plan, prior to commencing litigation with respect to such damages. A copy of the Project Property Rights Acquisition and Mitigation Plan is available from Grantee. Nothing herein shall prevent Grantor from bringing such claims in District Court.

11. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

12. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Wilkin County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

13. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

14. **Entire Agreement.** This Easement constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

15. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee and must be recorded with the Wilkin County Recorder's office.

16. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR:

WILKIN COUNTY, MINNESOTA

By: _____
Dennis Larson, Chair of the Board of
County Commissioners

ATTEST:

Stephanie Sandbakken, County Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WILKIN)

On this ____ day of _____, 2025, before me, a Notary Public, in and for said County and State, personally appeared Dennis Larson and Stephanie Sandbakken, known to me to be the Chair of the Board of County Commissioners and County Administrator, respectively, of Wilkin County, Minnesota, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of Wilkin County, Minnesota, a political subdivision of the State of Minnesota.

Notary Public, State of _____
My Commission Expires:

(SEAL)

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

Parcel 1

All that part of Government Lot 1, Section 21, Township 135 North, Range 48 West of the 5th Principal Meridian, Roberts Township, Wilkin County, Minnesota described as follows:

Commencing at the North Quarter Corner of said Section 21 (Document No. 153846); thence on an assumed bearing of South 89 degrees 52 minutes 27 seconds West on and along the north line of said Section 21 a distance of 505.13 feet to a point, said point being 499.92 feet west of the centerline of State Hwy. 75; thence on a tangential curve that is concave to the south, said curve having a central angle of 09 degrees 41 minutes 10 seconds, an arc length of 184.50 feet, a radius of 1091.35 feet, a chord of 184.28 feet, and a chord bearing of South 85 degrees 01 minute 52 seconds West; thence on the tangent of the last described curve, South 80 degrees 11 minutes 17 seconds west a distance of 1300.40 feet to the POINT OF BEGINNING; thence North 09 degrees 48 minutes 43 seconds West a distance of 85.00 feet to a point, said point being 78.35 feet more or less Easterly of the east shore line (waters edge) of the Red River of the North; thence South 80 degrees 11 minutes 17 seconds West a distance of 78.35 feet to said east shore line; thence upstream along the waters edge of said Red River of the North, to a point that bears South 30 degrees 37 minutes 18 seconds West, a distance of 223.35 feet; thence North 80 degrees 11 minutes 17 seconds East, a distance of 223.22 feet, more or less, to the intersection of a line that bears South 09 degrees 48 minutes 43 seconds East from the point of beginning; thence North 09 degrees 48 minutes 43 seconds West a distance of 85.00 feet to the point of beginning.

The above described tract contains 0.59 acres, more or less, and is subject to the public flowage rights of said Red River of the North, and is also subject to other easements of record, if any.

Parcel 2

All that part of Government Lot 1, Section 21, Township 135 North, Range 48 West of the 5th Principal Meridian, Roberts Township, Wilkin County, Minnesota described as follows:

Commencing at the North Quarter Corner of said Section 21 (Document No. 153846); thence on an assumed bearing of South 89 degrees 52 minutes 27 seconds West on and along the north line of said Section 21 a distance of 165.21 feet to the POINT OF BEGINNING, said point being 160 feet west of the centerline of State Hwy. 75; thence continuing South 89 degrees 52 minutes 27 seconds West on and along said north line of Section 21, a distance of 1759.59 feet more or less, to the east shore line (waters edge) of the Red River of the North; thence upstream, along the waters edge of said Red River of the North to a point that bears South 39 degrees 51 minutes 51 seconds west a distance of 213.72 feet; thence North 80 degrees 11 minutes 17 seconds East a distance of 78.35 feet; thence South 09 degrees 48 minutes 43 seconds East a distance of 170.00 feet to a point, said point being 223.22 feet more or less Easterly of the east shore line (waters edge) of the Red River of the North; thence North 80 degrees 11 minutes 17 seconds East a distance of 1164.72 feet; thence North 09 degrees 48 minutes 43 seconds West a distance of 15.00 feet; thence North 80 degrees 11 minutes 17 seconds East a distance of 135.68 feet; thence on a

tangential 1021.35 foot radius curve concave to the south; said curve having a central angle of 9 degrees 41 minutes 10 seconds, an arc length of 172.66 feet, a chord of 172.46 feet, and a chord bearing of North 85 degrees 01 minutes 52 seconds East; thence on the tangent of the last described curve, North 89 degrees 52 minutes 27 seconds East, parallel with and 70 feet distant (south) from the north line of said Section 21, a distance of 384.66 feet to a point on the west right-of-way line of State Highway No. 75; thence North 48 degrees 38 minutes 49 seconds West, on and along said west right-of-way line of State Highway No. 75, a distance of 55.86 feet to a point that is 33 feet south of said North line of Section 21; thence on a nontangential 2069.86 foot radius curve concave to the east, said curve having a central angle of 0 degrees 55 minutes 01 seconds, an arc length of 33.13 feet, to the point of beginning, said curve being 160 feet radial to, and west of the centerline of said State Highway No. 75.

The above described tract contains 7.13 acres, more or less, and is subject to the public flowage rights of said Red River of the North, and is also subject to other easements of record, if any.

Parcel 3

A parcel of land in Government Lot Six (6), Section Twenty (20), Township One Hundred Thirty-six (136) North, of Range Forty-eight (48) West of the 5th P.M. and more particularly described as follows: All that land lying in Government Lot Six (6) that lies North of the South line of said Government Lot Six (6), in between the said South line of Government Lot Six (6) and a line that commences at a point on the said South line of Government Lot Six (6) and is parallel to, and 120 feet distance, measured at right angles, northerly of the following described line: To find the point of beginning, commence at the Southeast Corner of said Section Twenty (20), thence South 89°55'47" West along the South line of said Section Twenty (20) a distance of 1734.97 feet, to a point on the Tangent of a 3 degree curve, whose radius is 1,909.86 feet, thence South 79°57' West, along said Tangent a distance of 683.54 feet to the point of beginning, thence North 79°57' East, 574.93 feet to the point of curvature of a 3 degree curve whose radius is 1,909.86 feet, thence deflect right along said curve 28.4 feet thence reducing the distance between the described line and its parallel to 80 feet, distant Northerly and continuing along the 3 degree curve to the right a distance of 316.6 feet, thence South 89°42' East, 1499.3 feet, more or less, to the East line of Section Twenty (20), less previously acquired right of way, and containing 1.97 acres, more or less.

Parcel 4

All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West of the 5th P.M., that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following described line: To find the point of beginning, begin at the Northeast Corner of said Government Lot One (1), thence 89°55'47" West along the North line of said Government Lot One (1), a distance of 1556.8 feet to a point; thence North 0°18' a distance of 11.6 feet to the point of beginning, said point being on the center line of proposed County State Aid Highway 30; thence South 89°42' East, 400 feet to a point and thence terminating, less previously acquired right of way and containing 0.17 acres, more or less.

AND

All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West of the 5th P.M., that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following described line: To find the point of beginning, begin at the Northeast Corner of said Government Lot One (1), thence South $89^{\circ}55'37''$ West along the North line of said Government Lot One (1), a distance of 1556.8 feet to a point; thence North $0^{\circ}18'$ a distance of 11.6 feet to the point of beginning, said point being on the center line of proposed County State Aid Highway 30; thence South $89^{\circ}42'$ East, 400 feet to a point and thence terminating, less previously acquired right of way and containing 0.17 acres, more or less.

Parcel 5

A parcel of land lying in Government Lot (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North, of Range Forty-eight (48) West, of the 5th P.M., and more particularly described as follows: To find the point of beginning, commence at the Northeast Corner of Section Twenty-nine (29), thence South $89^{\circ}55'47''$ West, along the North line of said Section Twenty-nine (29), 1734.97 feet, to a point on the Tangent of a 3 degree curve whose radius is 1,909.86 feet, of County State Aid Highway 30; thence South $79^{\circ}57'$ West, along said Tangent, 879.76 feet, thence North $88^{\circ}56'$ West, 588.0 feet more or less to the center of the Red River of the North, which is the dividing line between Minnesota and North Dakota, which is the point of beginning. All the land lying in said Government Lot One (1) and lying within parallel lines 80 feet distant on each side of the following described line; begin at the point of beginning described above, thence South $88^{\circ}56'$ East, 402.1 feet to a point, thence deflect left on a 3 degree curve, whose radius is 1909.86 feet, a distance of 185.3 feet to a point; thence continuing along the same line, but encompassing all that land lying within 80 feet on the Southerly side and within 120 feet on the Northerly side of said described line, a distance of 185.3 feet to a point; thence North $79^{\circ}57'$ East, 586.9 feet; thence deflect right on a 3 degree curve, whose radius is 1909.86 feet, a distance of 345.0 feet, thence South $89^{\circ}42'$ East, a distance of 1499.3 feet, more or less to the intersection of the East line of said Section Twenty-nine (29), if said East line were extended Northerly, excepting that part lying within a parcel deeded to Howard G. Hanson, lying in the Northwest Corner in said Government Lot One (1) as recorded on page 205 of Book 214 of Deeds; less previously acquired right of way and containing 3.99 acres, more or less.

EXHIBIT “B”

APPROVED EXISTING STRUCTURES

None.

**FIRST AMENDMENT TO DISTRICT
MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
SOUTHEAST CASS WATER RESOURCE DISTRICT**

Dated as of _____, 2025

Relating to:

A First Amendment to the Memorandum of Understanding outlining respective roles and responsibilities for the design, construction, and relocation of facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

TABLE OF CONTENTS

| | |
|---|----------------------------|
| ARTICLE I. DEFINITIONS AND INTERPRETATION | 1 |
| SECTION 1.01 DEFINITIONS..... | 1 |
| SECTION 1.02 TERMS GENERALLY | 4 |
| ARTICLE II. MASTER MOU AND DISTRICT MOU..... | 4 |
| SECTION 2.01 INCORPORATION..... | 4 |
| ARTICLE III. DRAIN 50 | 5 |
| SECTION 3.01 DRAIN 50 INLET TRANSITION..... | 5 |
| SECTION 3.02 FUTURE DRAIN 50 EXPANSION | 5 |
| SECTION 3.03 REMNANT DRAIN 50 MAINTENANCE | 5 |
| ARTICLE IV. DRAIN 21C..... | 6 |
| SECTION 4.01 DRAIN 21C INLET TRANSITION | 6 |
| SECTION 4.02 FUTURE DRAIN 21C EXPANSION..... | 6 |
| SECTION 4.03 REMNANT DRAIN 21C MAINTENANCE..... | 6 |
| ARTICLE V. DRAIN 51 | 7 |
| SECTION 5.01 DRAIN 51 CULVERT RELOCATION..... | 7 |
| SECTION 5.02 DRAIN 51 TRANSITION AREA | 7 |
| ARTICLE VI. COMPREHENSIVE PROJECT OPERATION | 7 |
| SECTION 6.01 POST OPERATION REPAIRS..... | 7 |
| ARTICLE VII. SHEYENNE RIVER RAILROAD BRIDGE DEMOLITION | 8 |
| SECTION 7.01 DEMOLITION AND DISPOSAL..... | 8 |
| ARTICLE VIII. LIABILITY | 8 |
| SECTION 8.01 AUTHORITY INDEMNIFICATION..... | 8 |
| ARTICLE IX. TERM AND TERMINATION..... | 9 |
| SECTION 9.01 TERM | 9 |
| ARTICLE X. MISCELLANEOUS | 9 |
| SECTION 10.01 COMPLETE AGREEMENT | 9 |
| SECTION 10.02 COUNTERPARTS..... | 9 |
| SECTION 10.03 AMENDMENTS | 9 |
| SECTION 10.04 SEVERABILITY AND SAVINGS CLAUSE..... | 9 |
| SECTION 10.05 FORCE MAJEURE | 9 |
| SECTION 10.06 AUTHORIZED REPRESENTATIVES | 9 |
| SECTION 10.07 NOTICE | 9 |
| SECTION 10.08 GOVERNING LAW | 10 |
| SECTION 10.09 ELECTRONIC SIGNATURES | 10 |
| SIGNATURE PAGES | S-1 THROUGH S-2 |

- EXHIBIT A – PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 21C**
- EXHIBIT B – PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 50**
- EXHIBIT C – DRAIN 51 CULVERT RELOCATION**
- EXHIBIT D – DRAIN 50 REVISED DATA SHEET**
- EXHIBIT E – SHEYENNE RIVER RAILROAD BRIDGE DEMOLITION PLANS**

FIRST AMENDMENT TO DISTRICT MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO DISTRICT MEMORANDUM OF UNDERSTANDING (the “First Amendment”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and the SOUTHEAST CASS WATER RESOURCE DISTRICT, a political subdivision of the State of North Dakota (the “District”).

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

WHEREAS, the Authority is the local sponsor responsible for delivering the Comprehensive Project; and

WHEREAS, on December 17, 2020, the Authority, the District, the Rush River Water Resource District, the Maple River Water Resource District, the North Cass Water Resource District, and the Cass County Joint Water Resource District entered into a Memorandum of Understanding (the “Master MOU”), outlining the respective roles and responsibilities of all of the parties for the SWDCAI of the Comprehensive Project; and

WHEREAS, on February 25, 2021, the Authority and the District entered into a Memorandum of Understanding (the “District MOU”) to further outline the roles and responsibilities as between the Authority and the District for the SWDCAI; and

WHEREAS, the Authority and the District now desire to enter into this First Amendment to include additional roles and responsibilities of the Parties for the work associated with the Comprehensive Project.

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

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

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

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

“Authority Representative” means the individual identified in Section 10.06.

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

“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 Supplement 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.

“Data Sheets” means the River Inlet and Drain Inlet Data Sheets attached to the Master MOU as exhibit C.

“Developer” means Red River Valley Alliance, LLC, a limited liability company formed under the laws of the State of Delaware that entered the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this First Amendment include references to other entities engaged by the Developer to complete such work.

“District” means the Southeast Cass Water Resource District, a political subdivision of the State of North Dakota.

“District MOU” means the Memorandum of Understanding by and between the Metro Flood Diversion Authority and Southeast Cass Water Resource District, dated February 25, 2021, further defining roles and responsibilities for the SWDCAI.

“District Representative” means the individual identified in Section 10.06.

“Drain 21C Inlet Interface” means the interface constructed at the upstream boundary of the Project Limits by the Authority/Developer, in accordance with the design data and physical channel characteristics in the Data Sheet, between the Drain 21C Inlet Transition and the SWDCAI through which waters of Drain 21C will flow into the SWDCAI.

“Drain 21C Inlet Transition” means the structure which will allow Drain 21C to transition into the Drain 21C Inlet Interface near the Project Limits as shown in Exhibit A.

“Drain 50 Inlet Interface” means the interface constructed at the upstream boundary of the Project Limits by the Authority/Developer, in accordance with the design data and physical channel characteristics specified in the Revised Data Sheet, between the Drain 50 Inlet Transition and the SWDCAI through which waters of Drain 50 will flow into the SWDCAI.

“Drain 50 Inlet Transition” means the structure which will allow Drain 50 to transition into the Drain 50 Inlet Interface near the Project Limits as shown in Exhibit B.

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

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

“Legal Assessment Drain” means any “project” as defined under Chapter 61-16.1 of the North Dakota Century Code, financed in whole or in part by special assessments, including natural watercourses opened, or proposed to be opened, and improved by drainage and any artificial drains of any nature or description constructed for that purpose, including dikes and appurtenance works, which are financed in whole or in part by special assessments.

“Master MOU” means the Memorandum of Understanding by and between the Metro Flood Diversion Authority, Southeast Cass Water Resource District, Maple River Water Resource District, Rush River Water Resource District, North Cass Water Resource District, and Cass County Joint Water Resource District, dated December 17, 2020, defining roles and responsibilities for the SWDCAI.

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

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

“Project Limits” means the permanent property interests for the SWDCAI.

“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.

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

“Revised Data Sheet” means the revised River Inlet and Drain Inlet Data Sheet for Drain 50, as shown on the attached Exhibit D.

“Southern Embankment and Associated Infrastructure” or **“SEAI”** means the southern embankment and associated infrastructure portion of the Comprehensive Project, consisting of the diversion inlet structure, Wild Rice River Structure, Red River Structure, associated road raises, an earthen embankment, and western tie-back levee.

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

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

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

“Wild Rice River Structure” means the control structure for the Wild Rice River located southeast of the City of Horace, North Dakota.

Section 1.02 TERMS GENERALLY. The definition of terms in this First Amendment will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document in the First Amendment will be construed as referring to the agreement, instrument, or other document as amended, supplemented, or otherwise modified (subject to any restrictions on amendments, supplements, or modifications in the First Amendment); (b) any reference in the First Amendment to any person will be construed to include the person’s successors and assigns; (c) all references in the First Amendment to articles, sections, exhibits, and schedules will be construed to refer to articles and sections of, and exhibits and schedules to, this First Amendment; and (d) the words “asset” and “property” will 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. MASTER MOU AND DISTRICT MOU

Section 2.01 INCORPORATION. The District, as well as other local water resource districts, entered into the Master MOU with the Authority for work that will be completed by the Developer. The District and the Authority additionally entered into the District MOU to further define the roles and responsibilities as between the District and the Authority for the SWDCAI. This First Amendment expressly incorporates all provisions of the Master MOU and the District MOU and is intended to supplement both of those agreements. In the event this First Amendment conflicts with any term or condition of the Master MOU or the District MOU, this First Amendment will control.

**ARTICLE III.
DRAIN 50**

Section 3.01 DRAIN 50 INLET TRANSITION. The District will be responsible for designing and constructing the Drain 50 Inlet Transition. The Parties anticipate the District will construct the Drain 50 Inlet Transition within portions of the Project Limits, the current footprint of Drain 50, and on OIN 9345, property not owned by the Authority as of the Effective Date. The District is responsible for property acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The District is additionally responsible for identifying and coordinating any utility relocations that may be necessary as a result of construction of the Drain 50 Inlet Transition. The District will submit designs for the Drain 50 Inlet Transition, along with utility relocation information, to the Authority for review and comment. The Authority will return comments to the District on a design and utility relocations within fourteen (14) calendar days of receipt. The District will coordinate access and construction within the Project Limits with the Authority/Developer as needed. The Authority will reimburse the District for costs and expenses incurred for acquiring the property rights, for permitting, for utility relocations, and for designing and constructing the Drain 50 Inlet Transition.

Section 3.02 FUTURE DRAIN 50 EXPANSION. The District expects an expansion of Drain 50 may be necessary in the future. The District will be responsible for constructing any expansion and for any property acquisition required for such an expansion. In the event the Authority owns property that is required for the expansion, the District may seek to purchase a property interest from the Authority but with the understanding that the Authority must follow its excess lands policy before any sale of a property interest to the District could occur and another purchaser may have priority over the District to purchase the property interest. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Parties agree and acknowledge that a Section 408 permit, or a like successor permit, may be necessary from USACE for work within the Project Limits, and the Parties will work together in good faith to acquire such a permit if necessary. The Parties acknowledge that coordination with the Developer or its successor may also be required for such activities.

Section 3.03 REMNANT DRAIN 50 MAINTENANCE.

(a) The District will be responsible for operating and maintaining all portions of Drain 50 that remain a Legal Assessment Drain. The impacts to Drain 50 resulting from construction of the SWDCAI will necessitate reassessment and reduction of its assessment district. The Authority will reimburse the District for costs incurred for the reassessment proceedings.

(b) Following such reassessment and reduction of the assessment district, the District may need additional funds for maintenance expenses. To the extent the assessment district does not generate sufficient funds for necessary maintenance of Drain 50, the District may submit a request to the Authority for the Authority to contribute funds to eliminate the shortfall between the amount generated by the assessment district and the amount of the necessary maintenance. The Authority will not unreasonably withhold approval of the request.

**ARTICLE IV.
DRAIN 21C**

Section 4.01 DRAIN 21C INLET TRANSITION. The District will be responsible for designing and constructing the Drain 21C Inlet Transition. The District is in the process of considering alternatives for the design, and depending upon which alternative is selected, the location of the Drain 21C Inlet Transition may vary. The Drain 21C Inlet Transition may be constructed within the current footprint of Drain 21C; on OIN 1166Y1, property owned by the Authority as of the Effective Date; or elsewhere. In the event the Drain 21C Inlet Transition will be constructed elsewhere, the District is responsible for land acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The District is additionally responsible for identifying and coordinating any utility relocations that may be necessary as a result of the Drain 21C Inlet Transition. The District will submit designs for the Drain 21C Inlet Transition, along with utility relocation information, to the Authority for review and comment. The Authority will return comments to the District on a design and utility relocations within fourteen (14) calendar days of receipt and will transfer ownership of the footprint of the Drain 21C Inlet Transition on OIN 1166Y1 to the District. The Authority will reimburse the District for costs and expenses incurred for acquiring the property rights, for permitting, for utility relocations, and for designing and constructing the Drain 21C Inlet Transition.

Section 4.02 FUTURE DRAIN 21C EXPANSION. The District expects an expansion of Drain 21C may be necessary in the future. The District will be responsible for constructing any expansion and for any property acquisition required for such an expansion. In the event the Authority owns property that is required for the expansion, the District may seek to purchase a property interest from the Authority but with the understanding that the Authority must follow its excess lands policy before any sale of a property interest to the District could occur and another purchaser may have priority over the District to purchase the property interest. If the expansion will occur within the Project Limits, then the District will coordinate design with the Authority and submit designs to the Authority for review and comment. The Parties agree and acknowledge that a Section 408 permit, or a like successor permit, may be necessary from USACE for work within the Project Limits, and the Parties will work together in good faith to acquire such a permit if necessary.

Section 4.03 REMNANT DRAIN 21C MAINTENANCE.

(a) The District will be responsible for operating and maintaining all portions of Drain 21C that remain a Legal Assessment Drain. The impacts to Drain 21C resulting from construction of the SWDCAI will necessitate reassessment and reduction of its assessment district. The Authority will reimburse the District for costs incurred for the reassessment proceedings.

(b) Following such reassessment and reduction of the assessment district, the District may need additional funds for maintenance expenses. To the extent the assessment district does not generate sufficient funds for necessary maintenance of Drain 21C, the District may submit a request to the Authority for the Authority to contribute funds to eliminate the shortfall between the

amount generated by the assessment district and the amount of the necessary maintenance. The Authority will not unreasonably withhold approval of the request.

**ARTICLE V.
DRAIN 51**

Section 5.01 DRAIN 51 CULVERT RELOCATION.

(a) To provide access to construction sites for the Comprehensive Project, the Authority installed a temporary culvert on Drain 51 in the location identified in Exhibit C. With the construction of permanent features for the Comprehensive Project, access to neighboring parcels was severed. The Authority must now relocate the temporary culvert on Drain 51 to the permanent location identified in Exhibit C to maintain access to such neighboring parcels.

(b) The Authority has designed the culvert relocation in accordance with Exhibit C and will construct the relocation in accordance with the attached designs. The Parties do not anticipate any additional property interests will be necessary for the culvert relocation. In the event additional property interest are needed, the District is responsible for land acquisition and will consult with the Authority prior to determining the price at which it will offer to purchase property rights; the District will only offer to purchase property rights at a price consented to by the Authority. The Authority will reimburse the District for costs and expenses incurred for acquiring property rights, if any. The Authority will transfer control of the culvert to the District upon completion of the relocation, and the District will be responsible for all future maintenance, repair, and replacement of the culvert and Drain 51 as provided in Section 8.02 of the District MOU.

SECTION 5.02 DRAIN 51 TRANSITION AREA. The District currently owns OIN 1233, the parcel on which it operates Drain 51. OIN 1233 is the parcel immediately east of OIN 9191N. OIN 9191N is owned by the Authority for Comprehensive Project purposes. Following the completion of the Comprehensive Project, the District may desire to construct a transition for Drain 51 similar to transitions constructed for other facilities owned by the District that have been impacted by the Comprehensive Project. If the Authority receives authorization to remove the location for such transition from the limits required on OIN 9191N for the Comprehensive Project, then the Authority will transfer ownership of said property to the District for a Drain 51 transition.

**ARTICLE VI.
COMPREHENSIVE PROJECT OPERATION**

SECTION 6.01 POST OPERATION REPAIRSAs floodwaters recede out of the UMA, the District's engineer will complete inspections of Drain 47 and Drain 51 to identify and document any damage that may have been caused by Comprehensive Project Operation. If an emergency repair or clean-up is identified, the District's engineer will work with the Authority Representative as quickly as possible to allow the District to complete the repair or clean-up work. For non-emergency repairs or clean-up work, the District's engineer will prepare an estimate of the costs for the District to complete the repairs or clean-up work and will submit the estimate to the Authority Representative for review by the Authority for reasonableness before proceeding; the Authority will not unreasonably withhold approval of the estimate. The District will notify the Authority Representative when emergency and non-emergency repair or clean-up work

commences and is complete. The Authority Representative will then confirm the work was completed in accordance with the coordination between the District’s engineer and the Authority Representative for emergency work and in accordance with the estimate for non-emergency work. Following confirmation of the work, the Authority Representative will notify the District, and the District will submit a request to the Authority for reimbursement. The Authority will use its best efforts to reimburse the District for any emergency or non-emergency repair or clean-up work within thirty (30) calendar days of receiving the District’s reimbursement request, but no later than ninety (90) calendar days. The Parties agree and acknowledge that the Comprehensive Project will benefit the Sheyenne Diversion in terms of maintenance.

**ARTICLE VII.
SHEYENNE RIVER RAILROAD BRIDGE DEMOLITION**

Section 7.01 DEMOLITION AND DISPOSAL. As part of mitigation required for the Comprehensive Project, the Authority must demolish and dispose of an abandoned railroad bridge that crosses the Sheyenne River in the location and matter identified in Exhibit E (the “Bridge Work”). The District is performing Bridge Work in the area of the railroad bridge, and to facilitate cost savings for the work, the District has agreed to complete the Bridge Work for the Authority. The Authority is responsible for acquiring all permits required for the Bridge Work and for acquiring necessary property interests to complete the Bridge Work and will notify the District when both have been successfully completed. The District shall take all necessary steps to ensure that the disposal of the railroad bridge is performed in accordance with all applicable environmental laws, regulations, and rules. The District will notify the Authority prior to commencing the Bridge Work and will provide progress updates to the Authority Representative. Once the District believes it has reached completion of the Bridge Work, it will notify the Authority Representative to complete an inspection of the site. Upon sign off on the Bridge Work by the Authority Representative, the District will submit a request for reimbursement to the Authority for the Bridge Work. The current cost estimate of the Bridge Work is \$150,000; however, that is just an estimate and the Authority will reimburse the District for all costs associated with the Bridge Work. The Authority will use its best efforts to reimburse the District within thirty (30) calendar days of receiving the District’s reimbursement request, but no later than ninety (90) calendar days. The Authority will be responsible for any restoration work needed following the Bridge Work, including but not limited to seeding, mulching, and topsoil replacement.

**ARTICLE VIII.
LIABILITY**

Section 8.01 AUTHORITY INDEMNIFICATION. To the fullest extent permitted under Applicable Law, with the exception of any damages caused by the District’s negligence, the Authority will release, defend, indemnify, and hold harmless the District and the District’s officers, employees, and agents with respect to any claims, losses, liability, suits, judgments, costs, and expenses arising out of or regarding any acts or omissions of the Authority or its agents related to the Comprehensive Project or any acts or omissions of the District in pursuing the modifications to Drains 21C and 50 described herein. This indemnity and hold harmless provision shall not be deemed as a waiver by the Authority of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, or a waiver of any available immunities or defenses.

**ARTICLE IX.
TERM AND TERMINATION**

Section 9.01 TERM. The term of this First Amendment will be coterminous with the District MOU, and this First Amendment will terminate upon the termination of the District MOU.

**ARTICLE X.
MISCELLANEOUS**

Section 10.01 COMPLETE AGREEMENT. Except as otherwise expressly set forth herein, the Master MOU, the District MOU, and this First Amendment contain the entire and exclusive understanding of the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements, undertakings, statements, representations, and negotiations between the Parties.

Section 10.02 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 10.03 AMENDMENTS. This First Amendment 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 First Amendment.

Section 10.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this First Amendment is intended to be severable. If any provision, section, sentence, clause, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this First Amendment.

Section 10.05 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 any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or act of terrorism. If any circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party.

Section 10.06 AUTHORIZED REPRESENTATIVES. The Authority and the District designate the following as their initial authorized representatives, respectively, to administer this First Amendment:

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

(b) District Representative: Melissa Hinkemeyer, Secretary

Section 10.07 NOTICE.

(a) All notices under this First Amendment will be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, 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 address or as otherwise directed by the Authority Representative:

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

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

Southeast Cass Water Resource District
1201 Main Avenue West
West Fargo, North Dakota 58078

(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, all notices received after 5:00 p.m. Central Time will be deemed received on the first Business Day following delivery.

Section 10.08 GOVERNING LAW. This First Amendment will be governed and construed in accordance with North Dakota law.

Section 10.09 ELECTRONIC SIGNATURES. The Parties agree that the electronic signature of a Party to this First Amendment shall be valid as an original signature of each Party to this First Amendment.

IN WITNESS WHEREOF, the Authority and the District caused this First Amendment to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this First Amendment on the ____ day of _____, 2025.

METRO FLOOD DIVERSION
AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

Signature Page for the Southeast Cass Water Resource District

The governing body of the Southeast Cass Water Resource District approved this First Amendment on the ____ day of _____, 2025.

SOUTHEAST CASS WATER RESOURCE
DISTRICT

By: _____
Keith Weston, Chairman

ATTEST:

Melissa Hinkemeyer, Secretary

Exhibit A

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 21C

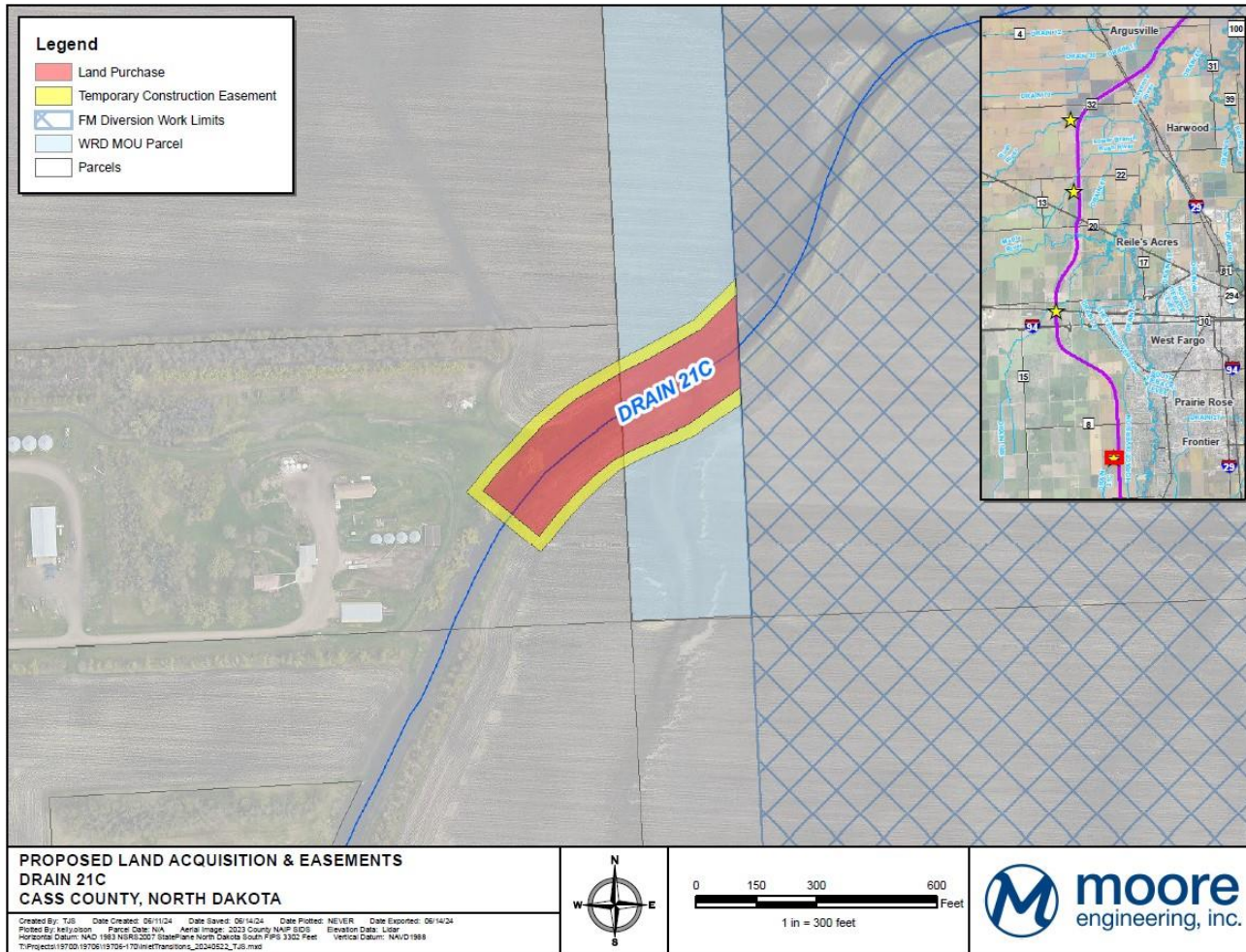


EXHIBIT B

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 50

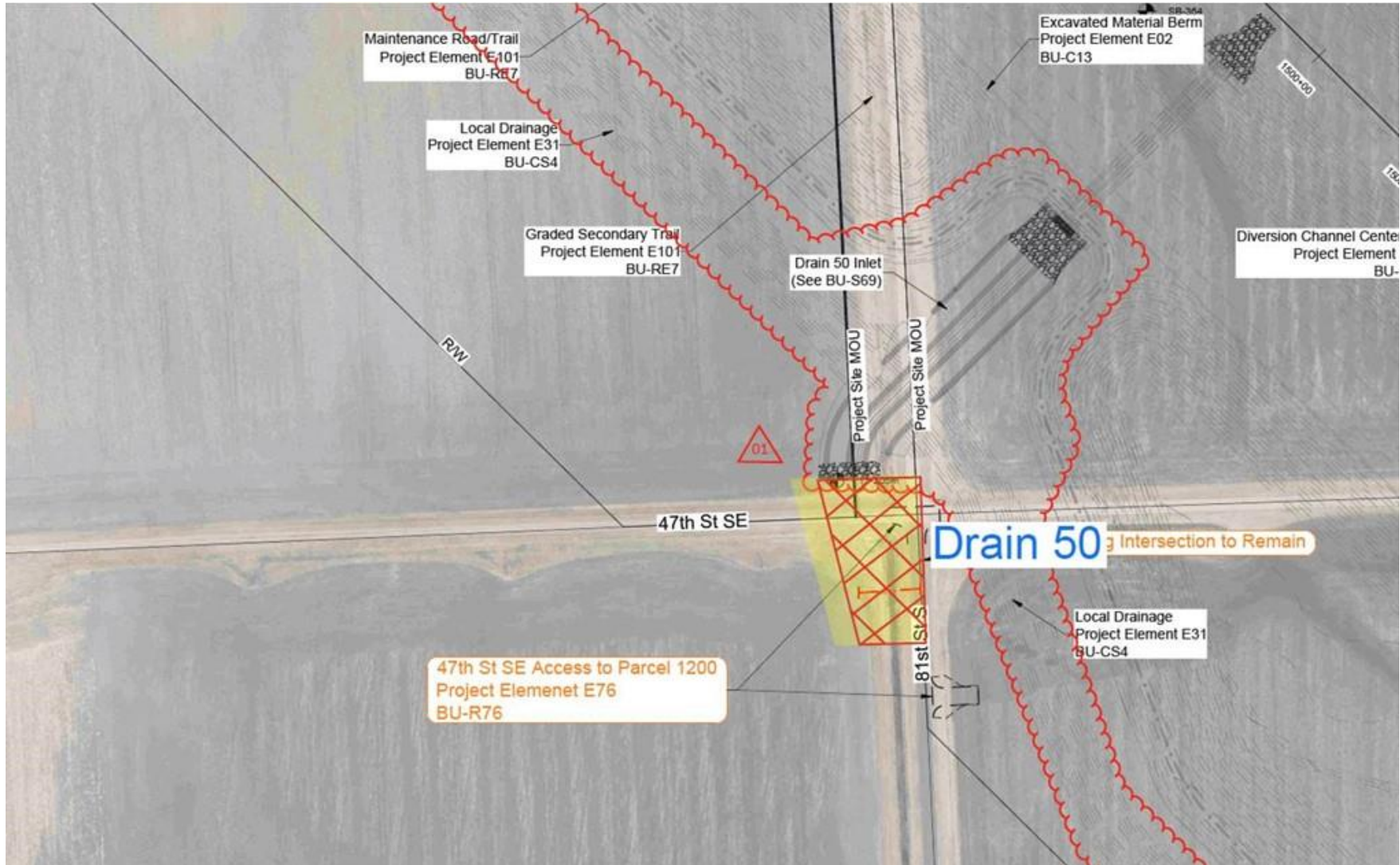
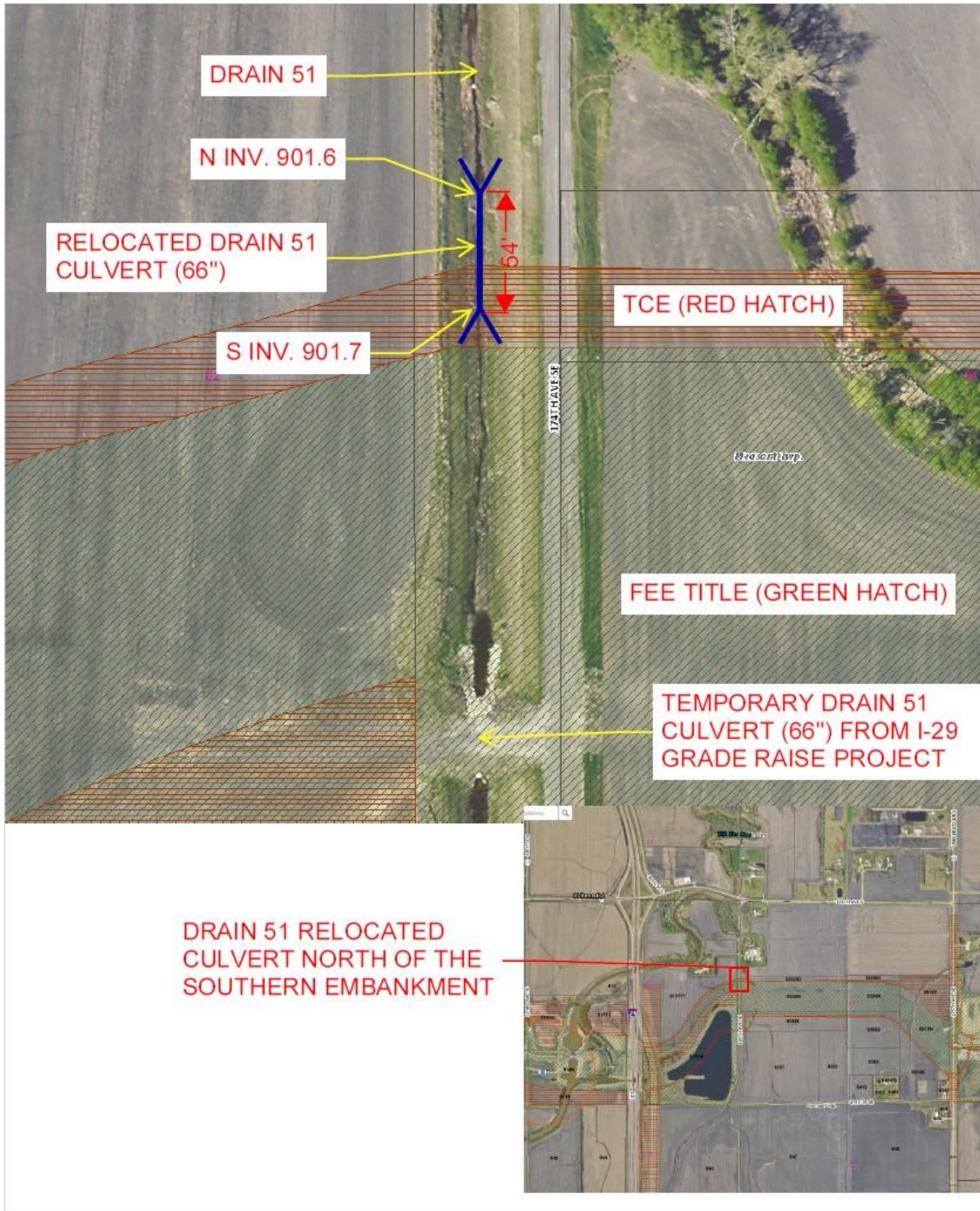
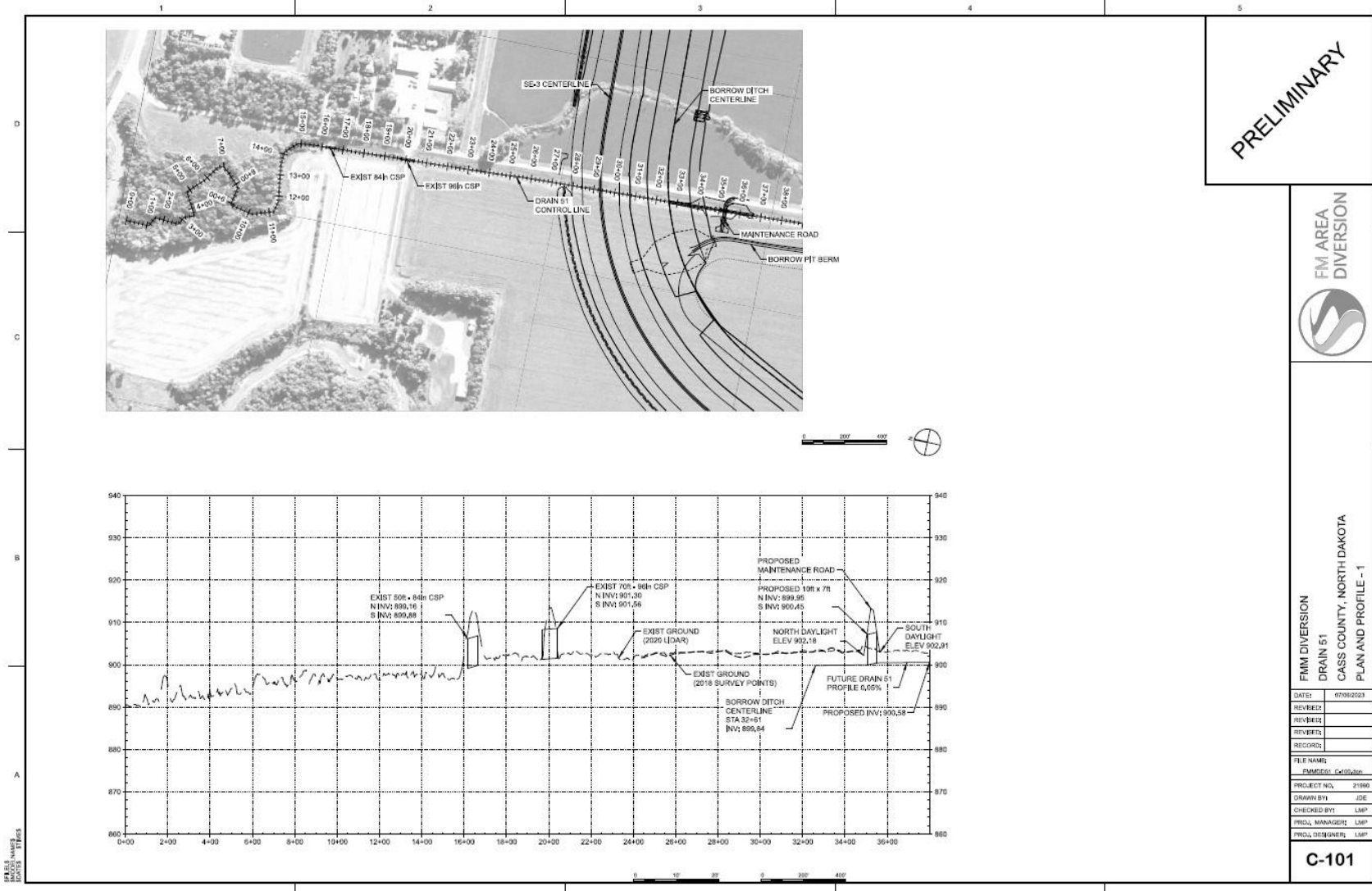


Exhibit C

DRAIN 51 CULVERT RELOCATION





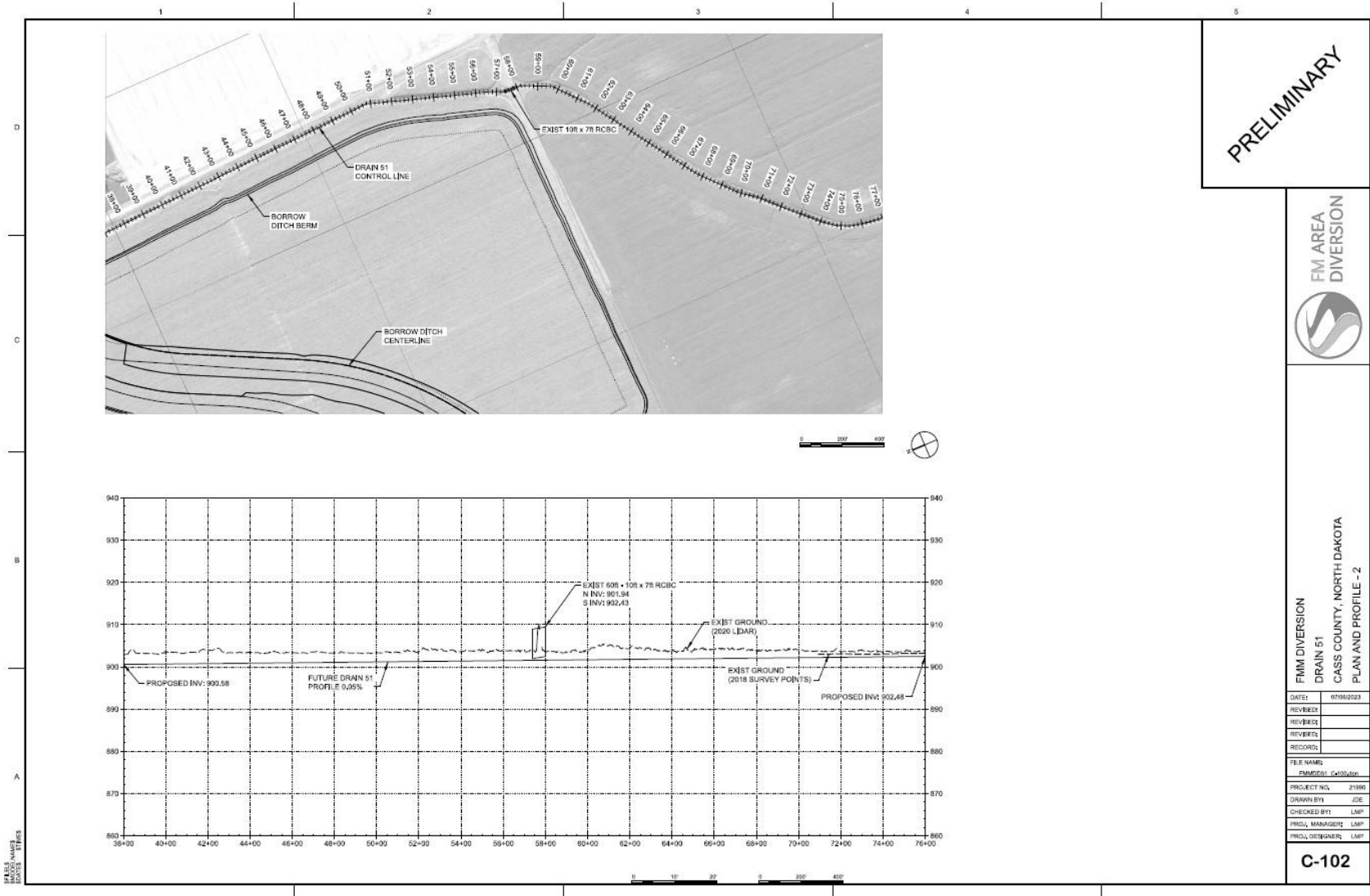
PRELIMINARY



FM DIVISION
DRAIN 51
CASS COUNTY, NORTH DAKOTA
PLAN AND PROFILE - 1

| | |
|-----------------|--|
| DATE: | 07/06/2023 |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| FILE NAME: | C:\Users\crl\OneDrive\Documents\CASS\2023\1000\1000-01\1000-01.dwg |
| PROJECT NO.: | 23190 |
| DRAWN BY: | JSC |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | LMP |

C-101



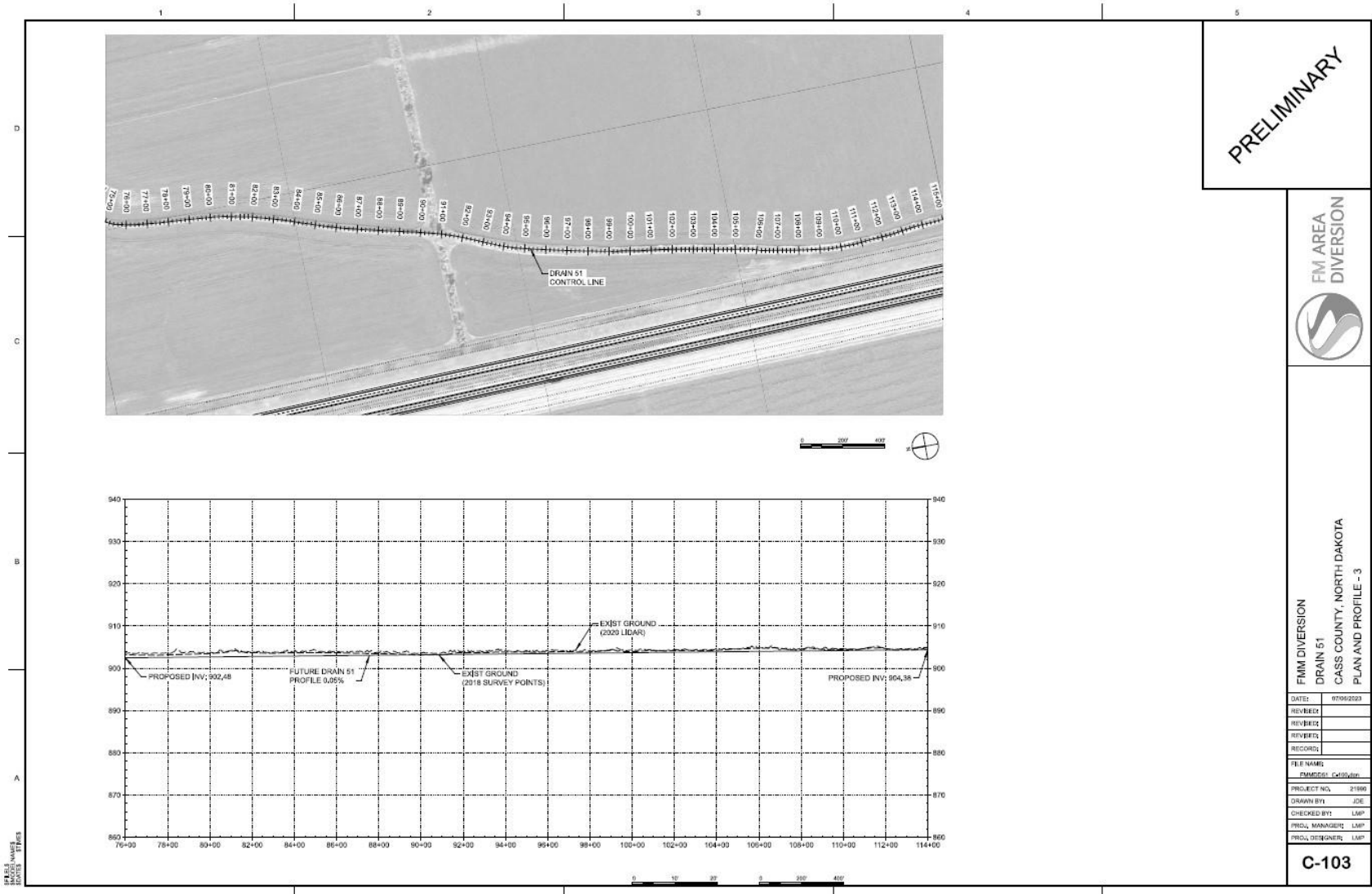
PRELIMINARY



FM DIVERSION
DRAIN 51
CASS COUNTY, NORTH DAKOTA
PLAN AND PROFILE - 2

| | |
|-----------------|--------------------|
| DATE: | 07/06/2023 |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| REVISION: | |
| FILE NAME: | FM000001_C0102.dwg |
| PROJECT NO.: | 21880 |
| DRAWN BY: | JSE |
| CHECKED BY: | LMP |
| PROJ. MANAGER: | LMP |
| PROJ. DESIGNER: | LMP |

C-102



PRELIMINARY



FMM DIVERSION
 DRAIN 51
 CASS COUNTY, NORTH DAKOTA
 PLAN AND PROFILE - 3

| | |
|-----------------|------------------|
| DATE: | 07/06/2023 |
| REVIEWED | |
| REVISIONS | |
| REVISIONS | |
| RECORDS | |
| FILE NAME: | DRAIN51_CASS.dwg |
| PROJECT NO. | 21096 |
| DRAWN BY: | JZC |
| CHECKED BY: | LSP |
| PRCL. MANAGER: | LSP |
| PRCL. DESIGNER: | LSP |

C-103

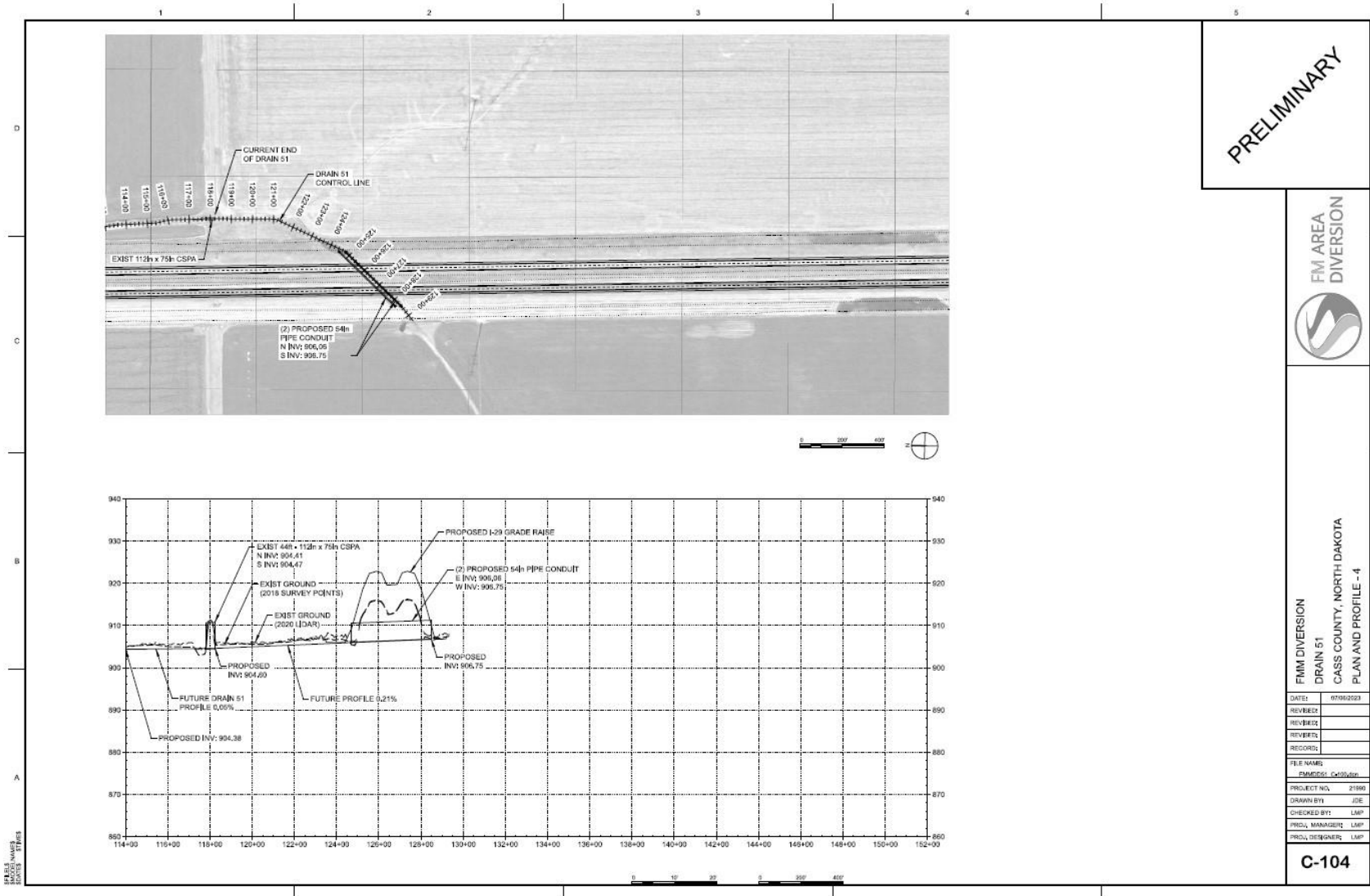
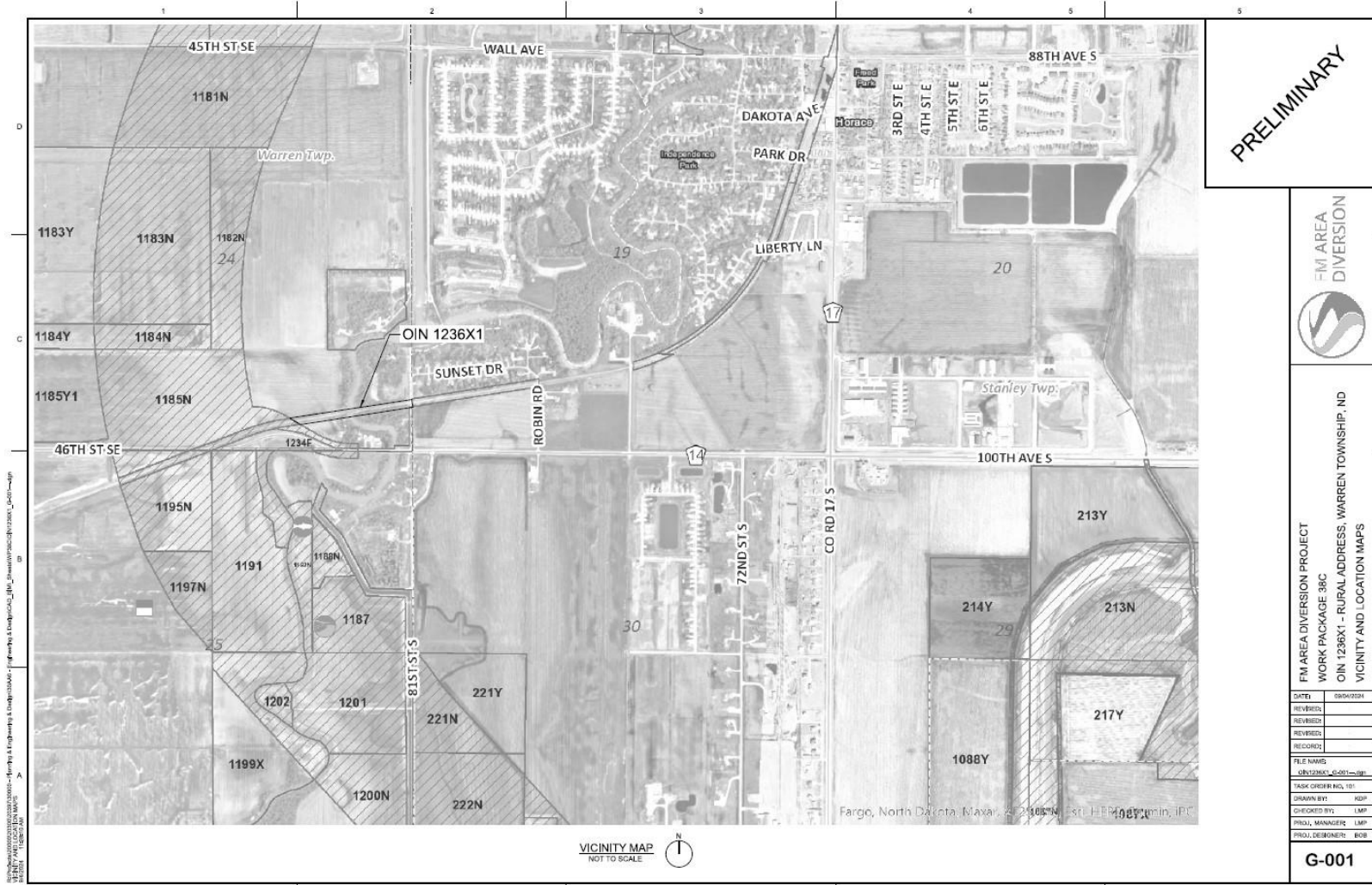
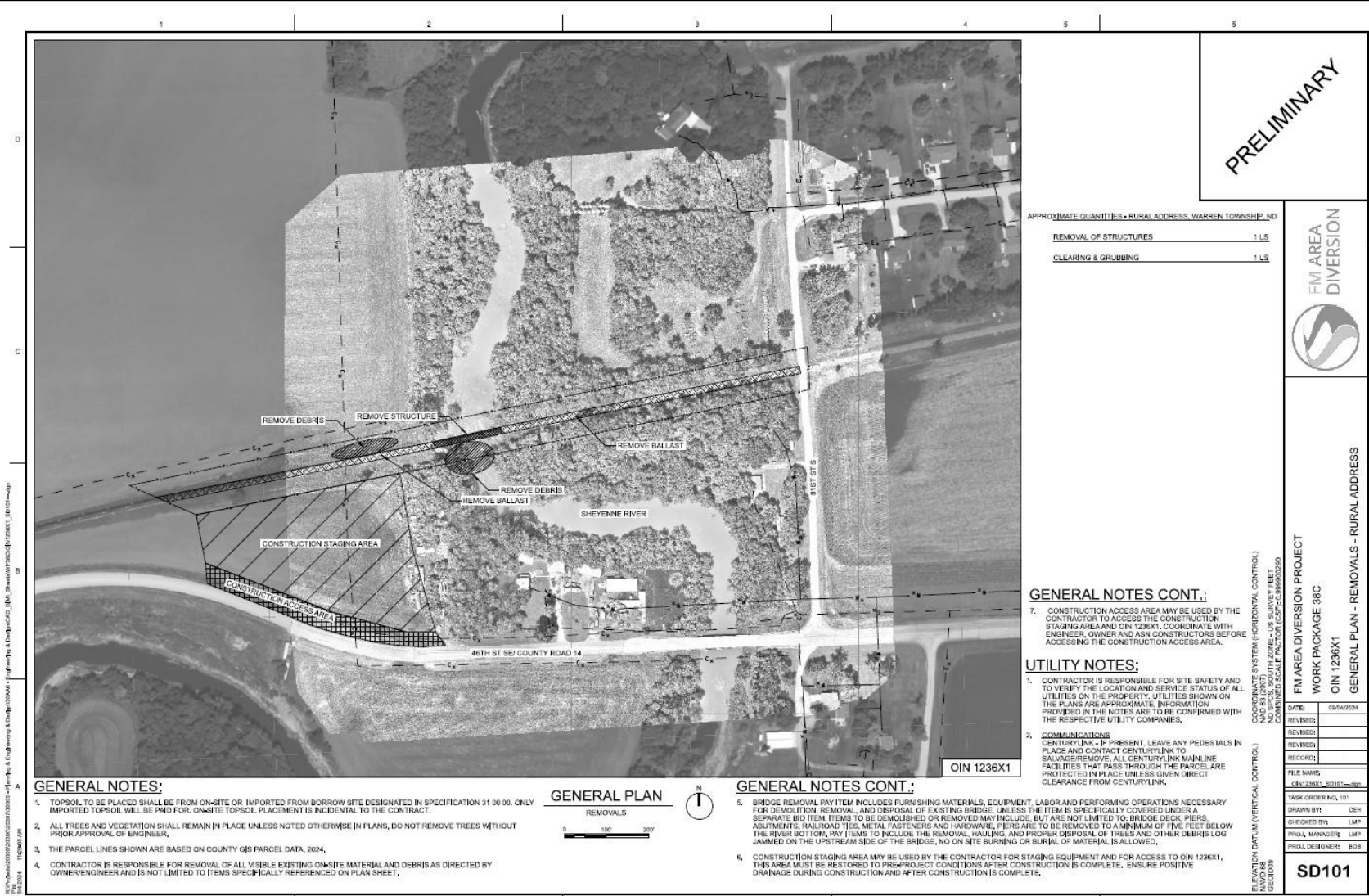


Exhibit E

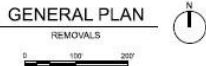
SHEYENNE RIVER RAILROAD BRIDGE DEMOLITION PLANS





H:\Information\2025\20250227\20250227_46thStSE\Engineering\20250227_46thStSE\20250227_46thStSE.dwg
 Project: 20250227_46thStSE
 User: jlp

- GENERAL NOTES:**
1. TOPSOIL TO BE PLACED SHALL BE FROM ON-SITE OR IMPORTED FROM BORROW SITE DESIGNATED IN SPECIFICATION 31 00 00. ONLY IMPORTED TOPSOIL WILL BE PAID FOR. ON-SITE TOPSOIL PLACEMENT IS INCIDENTAL TO THE CONTRACT.
 2. ALL TREES AND VEGETATION SHALL REMAIN IN PLACE UNLESS NOTED OTHERWISE IN PLANS. DO NOT REMOVE TREES WITHOUT PRIOR APPROVAL OF ENGINEER.
 3. THE PARCEL LINES SHOWN ARE BASED ON COUNTY GIS PARCEL DATA, 2024.
 4. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL VISIBLE EXISTING ON-SITE MATERIAL AND DEBRIS AS DIRECTED BY OWNER/ENGINEER AND IS NOT LIMITED TO ITEMS SPECIFICALLY REFERENCED ON PLAN SHEET.



- GENERAL NOTES CONT.:**
5. BRIDGE REMOVAL PAY ITEM INCLUDES FURNISHING MATERIALS, EQUIPMENT, LABOR AND PERFORMING OPERATIONS NECESSARY FOR DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING BRIDGE. UNLESS THE ITEM IS SPECIFICALLY COVERED UNDER A SEPARATE BID ITEM, ITEMS TO BE DEMOLISHED OR REMOVED MAY INCLUDE, BUT ARE NOT LIMITED TO: BRIDGE DECK, PIERS, ABUTMENTS, RAILROAD TIES, METAL FASTENERS AND HARDWARE. PIERS ARE TO BE REMOVED TO A MINIMUM OF FIVE FEET BELOW THE RIVER BOTTOM. PAY ITEMS TO INCLUDE THE REMOVAL, HAULING, AND PROPER DISPOSAL OF TREES AND OTHER DEBRIS LOG JAMMED ON THE UPSTREAM SIDE OF THE BRIDGE. NO ON SITE BURNING OR BURIAL OF MATERIAL IS ALLOWED.
 6. CONSTRUCTION STAGING AREA MAY BE USED BY THE CONTRACTOR FOR STAGING EQUIPMENT AND FOR ACCESS TO OIN 1236X1. THIS AREA MUST BE RESTORED TO PRE-PROJECT CONDITIONS AFTER CONSTRUCTION IS COMPLETE. ENSURE POSITIVE DRAINAGE DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE.

APPROXIMATE QUANTITIES - RURAL ADDRESS, WARREN TOWNSHIP, ND

| | |
|-----------------------|------|
| REMOVAL OF STRUCTURES | 1 LS |
| CLEARING & GRUBBING | 1 LS |

PRELIMINARY



FM AREA DIVISION PROJECT
 WORK PACKAGE 38C
 OIN 1236X1
 GENERAL PLAN - REMOVALS - RURAL ADDRESS

GENERAL NOTES CONT.:

7. CONSTRUCTION ACCESS AREA MAY BE USED BY THE CONTRACTOR TO ACCESS THE CONSTRUCTION STAGING AREA AND OIN 1236X1. COORDINATE WITH ENGINEER, OWNER AND ASN CONSTRUCTORS BEFORE ACCESSING THE CONSTRUCTION ACCESS AREA.

UTILITY NOTES:

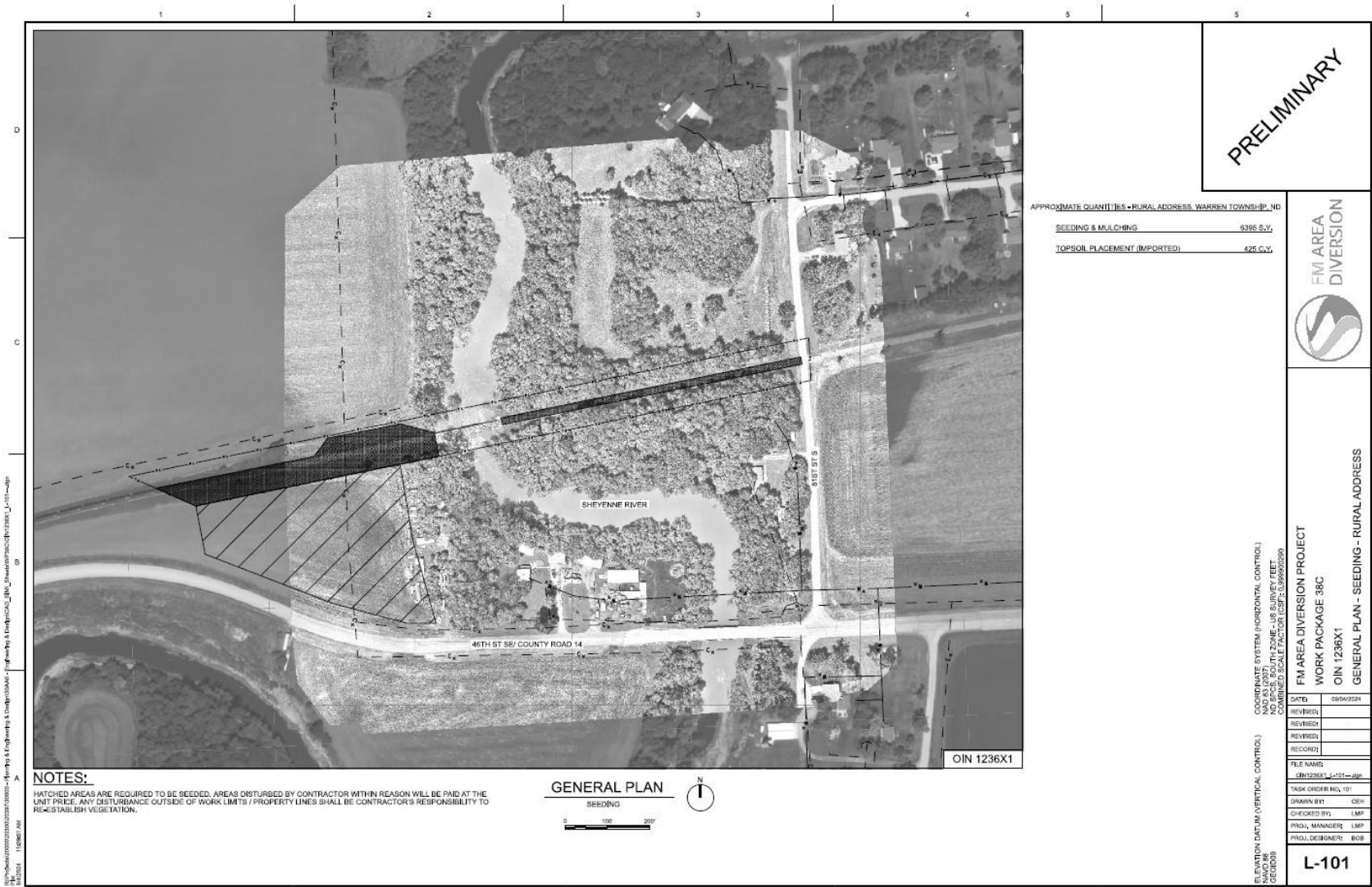
1. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND TO VERIFY THE LOCATION AND SERVICE STATUS OF ALL UTILITIES ON THE PROPERTY. UTILITIES SHOWN ON THIS PLANS ARE APPROXIMATE. INFORMATION PROVIDED IN THE NOTES ARE TO BE CONFIRMED WITH THE RESPECTIVE UTILITY COMPANIES.
2. **COMMUNICATIONS**
 CENTURYLINK - IF PRESENT, LEAVE ANY PEDESTALS IN PLACE AND CONTACT CENTURYLINK TO SALVAGE/REMOVE. ALL CENTURYLINK MAINLINE FACILITIES THAT PASS THROUGH THE PARCEL ARE PROTECTED IN PLACE UNLESS GIVEN DIRECT CLEARANCE FROM CENTURYLINK.

COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83 - US SURVEY FEET
 NO SCS SOUTH ZONE - US SURVEY FEET
 COMBINED SCALE FACTOR (CSF): 0.99999250

ELEVATION DATUM (VERTICAL CONTROL)
 GED0008

| | |
|--------------------|------------------------|
| DATE | 08/04/2024 |
| DESIGNED | |
| REVISIONS | |
| RECORDED | |
| FILE NAME | GIN1236X1_20191-00.dwg |
| TASK ORDER NO. (O) | |
| DRAWN BY | CEH |
| CHECKED BY | LMP |
| PROJ. MANAGER | LMP |
| PROJ. DESIGNER | BOB |

SD101



PRELIMINARY

APPROXIMATE QUANTITIES - RURAL ADDRESS, WARREN TOWNSHIP, ND

| | |
|------------------------------|-----------|
| SEEDING & MULCHING | 9386 S.Y. |
| TOPSOIL PLACEMENT (IMPORTED) | 426 C.Y. |



COORDINATE SYSTEM (HORIZONTAL CONTROL)
 NAD 83, SOUTH ZONE - US SURVEY FEET
 COMBINED SCALE FACTOR (CSF): 0.9999992580

FMI AREA DIVERSION PROJECT
 WORK PACKAGE 38C
 OIN 1236X1
 GENERAL PLAN - SEEDING - RURAL ADDRESS

ELEVATION DATUM (VERTICAL CONTROL)
 GEOID09

| | |
|----------------|-------------------|
| DATE | 09/04/2024 |
| DATE | |
| DATE | |
| DATE | |
| DATE | |
| FILE NAME | 01236X1 L-101.dwg |
| TASK ORDER NO. | |
| DRAWN BY | CEH |
| CHECKED BY | LMP |
| PROJ. MANAGER | LMP |
| PROJ. DESIGNER | BOB |

L-101

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE METRO FLOOD DIVERSION AUTHORITY

AND

WARREN TOWNSHIP, NORTH DAKOTA

Dated as of _____, 2025

Relating to:

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

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE I | 2 |
| DEFINITIONS AND INTERPRETATION | 2 |
| SECTION 1.01 DEFINITIONS | 2 |
| SECTION 1.02 TERMS GENERALLY | 8 |
| ARTICLE II | 8 |
| INTENT | 8 |
| SECTION 2.01 INTENT..... | 8 |
| SECTION 2.02 DEVELOPER AND AUTHORITY CONTACT | 8 |
| ARTICLE III | 8 |
| SWDCAI AND OPENING | 8 |
| SECTION 3.01 DESIGN AND CONSTRUCTION..... | 8 |
| SECTION 3.02 NEW GRAVEL ROADS | 8 |
| ARTICLE IV | 9 |
| PROPERTY INTEREST ACQUISITION | 9 |
| SECTION 4.01 ACQUISITION | 9 |
| SECTION 4.02 TRANSFER OF INTEREST | 9 |
| SECTION 4.03 WEED CONTROL..... | 9 |
| SECTION 4.04 PLATTING | 9 |
| ARTICLE V | 9 |
| PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES | 9 |
| SECTION 5.01 INTENT..... | 9 |
| SECTION 5.02 SITE TESTING | 9 |
| SECTION 5.03 MITIGATION | 10 |
| SECTION 5.04 ENVIRONMENTAL REVIEWS | 10 |
| SECTION 5.05 UTILITY RELOCATION | 10 |
| SECTION 5.06 PERMITS AND APPROVALS | 10 |
| ARTICLE VI | 10 |
| DESIGN AND CONSTRUCTION | 10 |
| SECTION 6.01 INTENT..... | 10 |
| SECTION 6.02 DESIGN. | 10 |
| SECTION 6.03 CONSTRUCTION..... | 10 |
| SECTION 6.04 CREATION OF DEAD-ENDS | 11 |
| SECTION 6.05 TRAFFIC MITIGATION ROUTES..... | 12 |
| SECTION 6.06 HAUL ROUTES | 12 |
| SECTION 6.07 SIGNAGE AND LANE CLOSURES | 12 |
| SECTION 6.08 CHANGES OR MODIFICATIONS | 12 |
| SECTION 6.09 CONSTRUCTION SCHEDULE..... | 13 |
| SECTION 6.10 SUBSTANTIAL COMPLETION..... | 13 |

SECTION 6.11 OWNERSHIP 13
SECTION 6.12 INSPECTION 14
ARTICLE VII.....14
MAINTENANCE.....14
 SECTION 7.01 NEW GRAVEL ROADS..... 14
 SECTION 7.02 MOBILITY IMPROVEMENTS 14
 SECTION 7.03 DROP STRUCTURES 14
 SECTION 7.04 SWDCAI CROSSING 14
 SECTION 7.05 SIGNAGE..... 15
 SECTION 7.06 SWDCAI..... 15
 SECTION 7.07 GARBAGE DUMPING..... 15
ARTICLE VIII15
FUTURE CHANGES OR ADDITIONS.....15
 SECTION 8.01 TOWNSHIP ROADS..... 15
 SECTION 8.02 DROP STRUCTURES 15
 SECTION 8.03 SWDCAI..... 15
 SECTION 8.04 COORDINATION 15
ARTICLE IX16
INSURANCE AND LIABILITY.....16
 SECTION 9.01 INSURANCE..... 16
 SECTION 9.02 RELEASE OF LIABILITY AND INDEMNITY 16
 SECTION 9.03 EXCLUSIONS FROM INDEMNIFICATION 17
 SECTION 9.04 CONDUCT ON THIRD PARTY CLAIMS 18
 SECTION 9.05 CERTIFICATES OF INSURANCE..... 18
 SECTION 9.06 NO WAIVER OF LIMITATION ON LIABILITY 18
ARTICLE X18
TERM AND TERMINATION18
ARTICLE XI19
DISPUTE RESOLUTION19
 SECTION 11.01 INTENT AND PROCEDURE 19
 SECTION 11.02 MEDIATION 19
 SECTION 11.03 LITIGATION IF DISPUTE NOT RESOLVED..... 19
 SECTION 11.04 LITIGATION; VENUE 19
ARTICLE XII.....19
THIRD PARTY BENEFICIARIES19
 SECTION 12.01 DEVELOPER 20
ARTICLE XIII20
REIMBURSEMENT AND INVOICING20
 SECTION 13.01 CONSTRUCTION COSTS AND EXPENSES 20
 SECTION 13.02 POST-CONSTRUCTION COSTS AND EXPENSES..... 20

| | | |
|---|---|------------------------|
| SECTION 13.03 | EXTRAORDINARY EXPENSES | 20 |
| SECTION 13.04 | ATTORNEY’S AND ENGINEERING FEES | 20 |
| SECTION 13.05 | LOST TAX REVENUE | 21 |
| SECTION 13.06 | INVOICING | 21 |
| ARTICLE XIV | | 21 |
| MISCELLANEOUS | | 21 |
| SECTION 14.01 | COMPLETE AGREEMENT | 21 |
| SECTION 14.02 | COUNTERPARTS | 21 |
| SECTION 14.03 | AMENDMENTS | 21 |
| SECTION 14.04 | SEVERABILITY AND SAVINGS CLAUSE | 21 |
| SECTION 14.05 | FORCE MAJEURE | 21 |
| SECTION 14.06 | AUTHORIZED REPRESENTATIVES | 22 |
| SECTION 14.07 | NOTICE | 22 |
| SECTION 14.08 | GOVERNING LAW | 23 |
| SECTION 14.09 | CONFLICT WITH MOU REGARDING OTHER COMPREHENSIVE PROJECT WORK | 23 |
| SECTION 14.10 | FEDERAL LOBBYING RESTRICTIONS | 23 |
| SECTION 14.11 | DEBARMENT AND SUSPENSION | 23 |
| SECTION 14.12 | CIVIL RIGHTS OBLIGATIONS | 23 |
| SIGNATURE PAGES | | S-1 THROUGH S-2 |
| | | |
| EXHIBIT A – PROJECT LIMITS | | |
| EXHIBIT B – MINIMUM DESIGN STANDARDS | | |
| EXHIBIT C – AUTHORITY INVOICING REQUIREMENTS | | |
| EXHIBIT D – CUL-DE-SAC DESIGN | | |
| EXHIBIT E – PROJECT IMPACTS MAP | | |
| EXHIBIT F – FEDERAL CERTIFICATION FORMS | | |

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is made and entered into this _____ day of _____, 2025, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and WARREN TOWNSHIP, NORTH DAKOTA, a political subdivision of the State of North Dakota.

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

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

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

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

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

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

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

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

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

WHEREAS, the Authority selected the Developer to complete the design, construction, operation, and maintenance of the SWDCAI on June 18, 2021; and

WHEREAS, the Authority contracted with the Developer to operate and maintain the SWDCAI for an approximately thirty (30) year term following completion; and

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

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

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

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

NOW, THEREFORE, in consideration of the faithful performance of each Party of the mutual covenants and agreements herein set forth, it is mutually agreed as follows:

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

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

“Acceptance” means explicit agreement in writing to accept work as completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Developer” means Red River Valley Alliance, LLC, a limited liability company formed under the laws of the State of Delaware that entered the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer

throughout this MOU include references to other entities engaged by the Developer to complete such work.

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

“Drop Structures” means the structures installed along the west EMB to accommodate the lowering of the road drainage ditches along 52nd Avenue South.

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

“EMB” or “Excavated Material Berm” means a berm constructed from materials that have been excavated from within the Project Limits.

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

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

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

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

“Good Faith” means honesty in fact and observance of reasonable standards of fair dealing that will ensure the Parties will receive the benefits and perform the obligations contemplated in this Agreement.

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

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

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

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

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

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

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

“MAI” means mitigation and associated infrastructure.

“Material Change or Modification” means a change of modification affecting the operation or performance of a New Gravel Road, Mobility Improvement, Drop Structure, or SWDCAI Crossing.

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

“NDDOT” means the North Dakota Department of Transportation.

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

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

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

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

“Point of Contact” means the individual appointed and selected pursuant to Section 2.02 to act as a liaison between the Township, the Authority, and the Developer.

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

“Project Data” means

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

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

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

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

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

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

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

“Relief Event” means as defined in the Project Agreement.

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

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

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

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

“State” means the State of North Dakota.

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

“SWDCAI Crossing” means the road approach, bridge, and appurtenances over the SWDCAI at 52nd Avenue West.

“Substantial Completion” means a New Gravel Road, Drop Structure, SWDCAI Crossing, or Mobility Improvement is functional to its intended use.

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

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

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

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

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

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

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

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

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

ARTICLE II. INTENT

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

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

ARTICLE III. SWDCAI AND OPENING

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

Section 3.02 NEW GRAVEL ROADS. In the event the Authority’s design creates a Parcel Without Access, the Authority will be responsible for establishing a New Gravel Road to provide

access to that parcel. A New Gravel Road will be constructed as a Two-Lane Township Gravel Section road in accordance with the standards attached hereto as Exhibit B or as otherwise agreed to by the County Engineer. The Authority will open New Gravel Roads through platting.

**ARTICLE IV.
PROPERTY INTEREST ACQUISITION**

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

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

Section 4.03 WEED CONTROL. On property in which the Authority has obtained an interest for the development of the Comprehensive Project, the Authority will designate personnel to monitor and maintain control of weeds in accordance with all applicable noxious weed control ordinances.

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

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

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

Section 5.02 SITE TESTING. The Authority will perform all preliminary engineering activities for New Gravel Roads, the Drop Structures, the SWDCAI Crossing, and Mobility Improvements, including: (a) technical studies and analyses; (b) geotechnical, seismic, flooding, and biological investigations; (c) right-of-way mapping, surveying, and appraisals; (d) utility subsurface investigations and mapping; (e) Hazardous Materials investigations; and (f) archeological, paleontological, and cultural investigations.

Section 5.03 MITIGATION. The Authority is responsible, at its sole cost and expense, for the remediation and removal of all Hazardous Materials, archeological, paleontological, and cultural sites, and any other sites/materials requiring mitigation unearthed as a result of the SWDCAI, New Gravel Roads, Drop Structures, the SWDCAI Crossing, and Mobility Improvements.

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

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

Section 5.06 PERMITS AND APPROVALS. The Authority will secure any necessary permits and/or approvals for construction of the SWDCAI, New Gravel Roads, Drop Structures, the SWDCAI Crossing, and Mobility Improvements and is responsible for carrying out any requirements of those permits and/or approvals, including environmental requirements. Necessary permits and/or approvals do not include those permits and/or approvals preempted by permits and/or approvals issued by the North Dakota State Water Commission and State Engineer. The Township will cooperate with the Authority in Good Faith regarding permit conditions and implementation. The Township agrees and acknowledges that the North Dakota State Water Commission and State Engineer have preemptive authority to permit the SWDCAI and all construction contemplated by this MOU.

ARTICLE VI. DESIGN AND CONSTRUCTION

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

Section 6.02 DESIGN. The Authority will submit all designs for New Gravel Roads, Drop Structures, the SWDCAI Crossing, and Mobility Improvements to the County for review and approval in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI. Designs shall also be submitted to the engineer for the Township (the “Township Engineer”) for review. If the Township Engineer submits any requested modifications to the Authority, the Authority shall consider any requested modifications to the designs in Good Faith and make reasonable modifications. The Authority shall reimburse the Township for all reasonable costs incurred by the Township for engineering review or other expenses related to the Township’s Good Faith review of the design plan in accordance with Article XIII. Any designs resulting from this MOU will be the property of the Authority.

Section 6.03 CONSTRUCTION.

(a) The Authority will be responsible for constructing New Gravel Roads, Drop Structures, the SWDCAI Crossing, and Mobility Improvements, and any other physical alterations necessary for construction, operation, and maintenance of the SWDCAI.

(b) Construction of a New Gravel Road will be in accordance with the plat or with the order entered by the Township opening the New Gravel Road and will be constructed as a Two-Lane Township Gravel Section Road in accordance with the standards attached hereto as Exhibit B or as otherwise agreed to by the County Engineer.

(c) The Authority will construct the SWDCAI Crossing in accordance with the design requirements attached hereto as Exhibit B or as otherwise agreed to by the County Engineer.

(d) The Authority will construct the following Mobility Improvements:

(1) Improve 52nd Avenue West from 15th Street West to the SWDCAI Crossing as a Two-Lane Rural Paved Section Road in accordance with the specifications included in Exhibit B attached hereto or as otherwise agreed to by the County Engineer.

(2) Improve 52nd Avenue West from County Road 15 to the SWDCAI Crossing. This Mobility Improvement will include reshaping the existing roadway and placing a minimum of four (4) inches of gravel surfacing.

(3) Improve 167th Avenue Southeast from 52nd Avenue West to County Road 16. This Mobility Improvement will be constructed as a Township Gravel Road in accordance with the specifications included in Exhibit B attached hereto or as otherwise agreed to by the County Engineer.

(4) Improve 81st Street South from County Road 16 to 112th Avenue South/47th Street Southeast. This Mobility Improvement will be constructed as a Township Gravel Road in accordance with the specifications included in Exhibit B hereto.

(e) The Authority will construct the Drop Structures for the road drainage ditches along 52nd Avenue West upstream of where the road drainage ditches connect to the toe drain running along the west EMB. The Drop Structures will be located outside the Project Limits. The Drop Structures shall be construed as follows in comparison to the existing road drain ditch invert:

| | Existing Road Drain Ditch Invert | Invert Downstream of Drop Structure |
|----------------------|----------------------------------|-------------------------------------|
| 52nd Avenue West | | |
| North Drainage Ditch | 901.5 | 900.5 |
| South Drainage Ditch | 900.0 | 899.0 |

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

SWDCAI allows in the discretion of the Authority, with the preference being that it is constructed outside the Project Limits.

Section 6.05 TRAFFIC MITIGATION ROUTES. The Authority will utilize Traffic Mitigation Routes to maintain adequate mobility and construction access along the SWDCAI during construction. Once the Authority has identified Traffic Mitigation Routes, it will inform the Township. The use of Traffic Mitigation Routes may or may not entail upgrading an existing earthen or dirt road to a gravel road. During the time that traffic is detoured on a Traffic Mitigation Route, the Authority will maintain the Traffic Mitigation Route in a condition that is smooth and free from holes, ruts, ridges, bumps, and standing water, as well as all other maintenance except Routine Maintenance. The Township will be responsible for Routine Maintenance on Traffic Mitigation Routes. Once the detour along the Traffic Mitigation Route is terminated, the Authority will either remove the road for construction of the SWDCAI or will restore the detour route to a condition that is equivalent or better to that which existed prior to its use.

Section 6.06 HAUL ROUTES. Prior to beginning construction, the Authority will identify existing public roads that it may utilize as haul routes and inform the Township. The Authority will use its best efforts to utilize County roads, in lieu of Township roads, as haul routes and will work with the County Engineer in doing so. The Authority, however, anticipates utilizing 81st Street South between County Road 16 and 112th Avenue South/47th Street Southeast as a haul route for the Sheyenne River benching project, a component of the Comprehensive Project, and the Township authorizes such use. The Authority will operate and maintain the condition of these roads during construction and make any necessary adjustments to the existing public roads to accommodate the vehicles hauling construction material. The Township will provide Routine Maintenance on haul routes. The Authority will comply with seasonal and other load restrictions on existing public roads. After construction of the SWDCAI is complete, the Authority will have restored those roads used as haul routes to a condition equivalent or better to that which existed prior to their use. Any changes to haul routes will be forwarded to the Township for review and comment.

Section 6.07 SIGNAGE AND LANE CLOSURES. The Authority will be responsible for traffic flow impacted by its construction and will place and maintain appropriate signage during construction of New Gravel Roads, Mobility Improvements, Drop Structures, the SWDCAI Crossing, and the SWDCAI, as necessary. The Authority will maintain traffic control devices in like new condition and located in positions required by the Manual on Uniform Traffic Control Devices. Additionally, the Authority will provide advanced notification to the Township and the public of road closures, lane closures, and/or traffic switches. The Authority will use its Best Efforts to provide safe, reasonable, alternate points of access for farmers to access their fields at all times.

Section 6.08 CHANGES OR MODIFICATIONS. Any material change or modification to the location of a New Gravel Road will be subject to approval following the procedure outlined in Article IV for opening a New Gravel Road. Any changes or modifications to the locations of Mobility Improvements will be subject to written approval by the Township. Any Material Change or Modification to the Released for Construction Documents of a New Gravel Road, Drop Structure, the SWDCAI Crossing, or Mobility Improvement will also be subject to review and

approval by the County in accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI.

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

Section 6.10 SUBSTANTIAL COMPLETION. The Authority will provide the Township Representative, the County Engineer, and the Township Engineer with written notice of any anticipated Substantial Completion of a New Gravel Road, Drop Structure, SWDCAI Crossing, or Mobility Improvement: (i) no later than sixty (60) calendar days and (ii) no later than fifteen (15) Business Days prior to the anticipated date for Substantial Completion. No later than ten (10) Business Days prior to the anticipated date for Substantial Completion, the County Engineer, the Township Engineer, and the Authority will conduct a final inspection of the New Gravel Road, Drop Structure, SWDCAI Crossing, or Mobility Improvement to determine whether the structure meets the requirements as provided in this MOU. Prior to acceptance, the Authority shall ensure that all Townships roads utilized for the Comprehensive Project, whether they be haul routes, traffic mitigation routes, or any other Township road utilized by the Authority or its agents during construction, shall be put back into original or better condition by the Authority. The Township may accompany the County during the final inspection. If the County Engineer finds the construction is insufficient, whether due to it being incomplete or non-compliant with the requirements as provided in this MOU, as applicable, the County Engineer will notify the Authority of such fact and the Authority will correct such deficiency in the construction work and re-notify for inspection.

Section 6.11 OWNERSHIP.

(a) Upon Project Substantial Completion, the Authority will transfer ownership and control of the New Gravel Roads, Drop Structures, and Mobility Improvements outside of the Project Limits to the Township and any other authorities have jurisdiction over these elements (“Turnover”). The Authority will maintain ownership and control of a New Gravel Road, Drop Structure, or Mobility Improvement within the Project Limits and be responsible for any maintenance and costs associated with said improvements.

(b) Upon Substantial Completion of the SWDCAI Crossing, the Authority will transfer ownership and control of the SWDCAI Crossing to the County.

(c) The Authority will warrant that the work on New Gravel Roads, Drop Structures, and Mobility Improvements is complete and conforms to Good Industry Practice and that all materials and equipment furnished as a part of the work are of good quality and free of defects in materials and workmanship. This warranty will be effective for a period of two (2) years beginning on the date of Project Substantial Completion.

Section 6.12 INSPECTION. The Township will have the right to inspect the construction work to be performed hereunder at any time during its progress and to make final inspection upon notification of anticipated Substantial Completion. The Authority will permit and facilitate reasonable access for the Township for the reasonable inspection of the New Gravel Roads, Drop Structures, the SWDCAI Crossing, and Mobility Improvements and shall cooperate fully with Township inspection personnel. Inspections may only be made upon reasonable notice to the Authority and during business hours, and the Township must comply with the Authority's site safety requirements. The presence or absence of a Township inspector does not relieve the Authority from any requirement in this MOU, nor is any Township inspector authorized to issue instructions to the Developer or change any term or condition of this MOU. The Authority shall reimburse the Township for the reasonable costs of any such inspection or inspector. The Township shall submit any invoices for inspection or inspector to the Authority in accordance with Article XIII.

ARTICLE VII. MAINTENANCE

Section 7.01 NEW GRAVEL ROADS. Between completion of a New Gravel Road and Turnover, the Authority will perform maintenance, aside from Routine Maintenance, on the New Gravel Road, whether located inside or outside the Project Limits and keep said roads in good condition. At all times following Turnover and Acceptance of a New Gravel Road, the Township, at its sole cost and expense, will maintain the New Gravel Roads, including performing Routine Maintenance, located outside of the Project Limits and the Authority, at its sole cost and expense, will perform maintenance, aside from Routine Maintenance, on the New Gravel Roads located within the Project Limits. The Township will be responsible for Routine Maintenance of a New Gravel Road, at all times, located inside the Project Limits. The Authority may separately contract with the Township to provide maintenance at a mutually agreed upon price on New Gravel Roads inside the Project Limits.

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

Section 7.03 DROP STRUCTURES. At all times following Project Substantial Completion, the Township, at its sole cost and expense, will maintain the Drop Structures located outside of the Project Limits and the Authority, at its sole cost and expense, will maintain the Drop Structures located within the Project Limits.

Section 7.04 SWDCAI CROSSING. At all times following Substantial Completion of the SWDCAI Crossing, the Township will have no responsibility to maintain the SWDCAI Crossing. The SWDCAI Crossing will be maintained by either the County or the Authority in

accordance with the terms of the memorandum of understanding entered between the County and the Authority for the SWDCAI.

Section 7.05 SIGNAGE. If the Authority installs any permanent signage outside of the Project Limits during the work outlined in this MOU, the Township may repair or replace the signage, as necessary, and submit an invoice to the Authority, in accordance with Exhibit C attached hereto, for the expense of such repair or replacement. All costs for installation of signage made necessary by the Project will be the responsibility of the Authority.

Section 7.06 SWDCAI. The Township will have no responsibilities for maintenance associated with the SWDCAI.

Section 7.07 GARBAGE DUMPING. In the event the dumping of garbage on roads that have been dead ended due to the construction of the SWDCAI occurs, the Township has the authority to clean up the dumped garbage and submit the same for reimbursement from the Authority pursuant to Article XIII.

ARTICLE VIII. FUTURE CHANGES OR ADDITIONS

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

Section 8.02 DROP STRUCTURES. The Township has the right, at its sole cost and expense, to modify the Drop Structures to lower the road drainage ditch invert elevations. The Township shall not lower the road drainage ditch invert elevations to an elevation less than the invert elevation downstream of the Drop Structure. The Township shall provide notice to the Authority prior to engaging in any modifications of the Drop Structures.

Section 8.03 SWDCAI.

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

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

Section 8.04 COORDINATION. In the event the Authority desires to discontinue, close, or open a section line to accommodate future changes or additions of the SWDCAI, the Authority and the Township will work in Good Faith, with the understanding that time is of the essence, to agree to terms regarding the accommodation of a future change or addition of the SWDCAI through an addendum to this MOU.

**ARTICLE IX.
INSURANCE AND LIABILITY**

Section 9.01 INSURANCE.

(a) The Authority will procure and maintain the following insurance coverage until Turnover of all New Gravel Roads, Drop Structures, and Mobility Improvements and Substantial Completion of the SWDCAI Crossing:

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

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

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

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

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

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

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

Section 9.02 RELEASE OF LIABILITY AND INDEMNITY.

(a) Except as set forth in the following Section, to the fullest extent permitted by Applicable Law, the Authority will require that the Developer release, defend, indemnify, and hold harmless the Township on demand and from and against any and all liability for Losses arising from Third Party Claims, in each case, to the extent such Losses arise out of, or as a consequence of, any breach of the MOU by the Developer or any negligence of the Developer, any obligation of the Developer owed to any third party, including but not limited to Authority Retained Responsibilities, a compensation event or relief event, the presence of hazardous materials for which the Developer is responsible, fraud, negligence, bad faith, recklessness, or willful misconduct of the Developer. Additionally, the Authority will retain responsibility for the following key decisions and matters relating to the scope of the SWDCAI and the Comprehensive Project and the interaction of the SWDCAI with the SEAI and MAI (“Authority-Retained Responsibilities”):

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

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

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

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

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

Section 9.04 CONDUCT ON THIRD PARTY CLAIMS.

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

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

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

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

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

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

**ARTICLE X.
TERM AND TERMINATION**

Section 10.01 TERM. This MOU will continue in full force and effect until this MOU is terminated or rescinded in accordance with the terms and conditions of this MOU.

Section 10.02 PROJECT SUBSTANTIAL COMPLETION. The original term of this MOU will be from the Effective Date until three (3) years following Project Substantial Completion (the

“Original Term”). This MOU will continue in full force and effect until the Comprehensive Project permanently discontinues operation unless the Parties mutually agree, in writing, to terminate this MOU.

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

ARTICLE XI. DISPUTE RESOLUTION

Section 11.01 INTENT AND PROCEDURE. The Parties will cooperate in Good Faith and use their Best Efforts to ensure that the various provisions of this MOU are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this MOU. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

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

Section 11.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after selection of the mediator pursuant to Section 11.02, the Parties may proceed to arbitration. The arbitration shall be conducted and decided by one (1) arbitrator who is a retired judge or a lawyer with at least ten (10) years of experience and who is mutually agreeable to the Parties. If the Parties cannot agree on an arbitrator, any Party may petition the court pursuant to the arbitration statutes of the State. To aid the arbitrator, the arbitrator shall have the authority to hire experts and special masters such as engineers. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules promulgated by the American Arbitration Association. The arbitration shall not be administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Authority will be responsible for all costs associated with the hiring of the arbitrator. The Parties will each pay fifty percent (50%) of any costs for arbitration costs.

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

ARTICLE XII. THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. REIMBURSEMENT AND INVOICING

Section 13.01 CONSTRUCTION COSTS AND EXPENSES. Between the Effective Date and Project Substantial Completion, the Township may seek reimbursement from the Authority for any costs and expenses incurred as a result of work provided under this MOU, in an amount up to \$3,000.00 annually. The first annual period shall run from the Effective Date until the date preceding the first anniversary of the Effective Date. Annual periods thereafter shall run from the anniversary of the Effective Date until the earlier of: (i) the date preceding the next anniversary of the Effective Date or (ii) Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contact.

Section 13.02 POST-CONSTRUCTION COSTS AND EXPENSES. Following Project Substantial Completion, in addition to any reimbursable costs and expenses set forth herein, the Township may seek reimbursement from the Authority for any costs or expenses incurred in relation to the Comprehensive Project, in an amount up to \$1,500.00 annually. The first annual period shall run from the date of Project Substantial Completion until the date preceding the first anniversary of the date of Project Substantial Completion. Annual periods thereafter shall run from the anniversary of the date of Project Substantial Completion until the date preceding the next anniversary of the date of Project Substantial Completion. The Township will submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto or as otherwise instructed by the Point of Contact.

Section 13.03 EXTRAORDINARY EXPENSES. In addition to the allowable reimbursements set forth in Sections 13.01 and 13.02, the Township may seek reimbursement from the Authority for extraordinary expenses if prior to incurring the expense, the Township receives written authorization from the Authority. The Authority will not unreasonably withhold approval of these requests. If emergency circumstances exist, in the discretion of the Township, and it is unreasonable to secure written authorization prior to incurring the expense, the Township may incur the expense and notify the Authority of the incurrence of the expense within a reasonable time following the resolution of the emergency. The Authority will also not unreasonably withhold approval of these requests.

Section 13.04 ATTORNEY'S AND ENGINEERING FEES. The Authority will reimburse the Township \$16,000.00 for attorney's fees on or prior to the Effective Date. The Parties intend that

this reimbursement includes all attorney's fees incurred up to the Effective Date of this MOU. The Authority will reimburse the Township for expenses incurred by the Township Engineer as set forth herein following the submission of an invoice to the Authority. The Authority will additionally reimburse the Township, following submission of invoices by the Township, for reasonable fees or costs incurred by the Township for other consultants that the Township hired to assist the Township with its responsibilities as set forth herein. Such responsibilities include, but are not limited to, interacting with the Point of Contact. Any reimbursements for consultants are in addition to any other reimbursements contemplated within this MOU.

Section 13.05 LOST TAX REVENUE. Due to the construction of the SWDCAI and ownership thereof by the Authority, the Authorized recognizes that the Township will experience a loss of revenue from ad valorem taxes. The Authority estimates that approximately one thousand two hundred eighty-three (1,283) acres in the Township will be owned by the Authority for the SWDCAI. For the 2020 general tax levy, the billed ad valorem tax per aggregate acre was \$3.67. In order to assist the Township in recouping some of this loss of revenue, the Authority will remit funds to the Township for ten (10) years of lost revenue from the above-mentioned one thousand two hundred eighty-three (1,283) acres at \$3.67 per acre for a total of \$47,066. These funds shall be paid within thirty (30) calendar days of the Effective Date of this Agreement.

Section 13.06 INVOICING. The Township will remit invoices to the Authority in accordance with Exhibit C. The Authority will review all invoices in Good Faith, and the Authority will exercise Good Faith and reasonableness in disputing any invoice or portion thereof.

ARTICLE XIV. MISCELLANEOUS

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

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

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

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

Section 14.05 FORCE MAJEURE. Neither the Authority nor the Township will be liable to the other during any period in which its performance is delayed or prevented, in whole or in

part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

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

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

(b) Township Representative: Jeff Fuchs, Chairman

Section 14.07 NOTICE.

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

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

Jacobs
4784 Amber Valley Parkway South
Suite 200
Fargo, North Dakota 58104

and

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

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

Warren Township
c/o Jeff Fuchs
9605 81st Street S
Horace, North Dakota 58047-9537

Warren Township
cityofwarrentownship@gmail.com

Lies, Bullis & Hatting, PLLP

Attn: Brittany Hatting
610 2nd Avenue N
P.O. Box 275
Wahpeton, ND 58075

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CST and all other notices received after 5:00 p.m. CST will be deemed received on the first Business Day following delivery.

Section 14.08 GOVERNING LAW. This MOU will be governed and construed in accordance with the laws of the State of North Dakota.

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

Section 14.10 FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for the United States Environmental Protection Agency (“EPA”) in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. On or prior to the Effective Date, the Township will complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 23, which are attached within Exhibit F to this MOU. The Township will also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Section 14.11 DEBARMENT AND SUSPENSION. The Township certifies it will not knowingly enter into a contract with anyone who is ineligible under 40 CFR Part 32 to participate in the Comprehensive Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Township represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this MOU. On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached within Exhibit F to this MOU.

Section 14.12 CIVIL RIGHTS OBLIGATIONS. The Township will comply with the following, federal non-discrimination requirements:

(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).

(b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.

(c) The Age Discrimination Act of 1975, which prohibits age discrimination.

(d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(e) 40 CFR Part 7, as it relates to the foregoing.

(f) Executive Order No. 11246.

On or prior to the Effective Date, the Township will complete and submit to the Authority the federal certification form regarding civil rights, which is attached within Exhibit F to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed on the dates indicated below.

(Remainder of page intentionally left blank.)

Signature Page for Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this MOU on the _____ of _____, 2025.

METRO FLOOD DIVERSION AUTHORITY

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

By: _____
Dawn Lindblom, Secretary

Signature Page for Warren Township, North Dakota

The Board of Supervisors of Warren Township, North Dakota, approved this MOU on the _____ of _____, 2025.

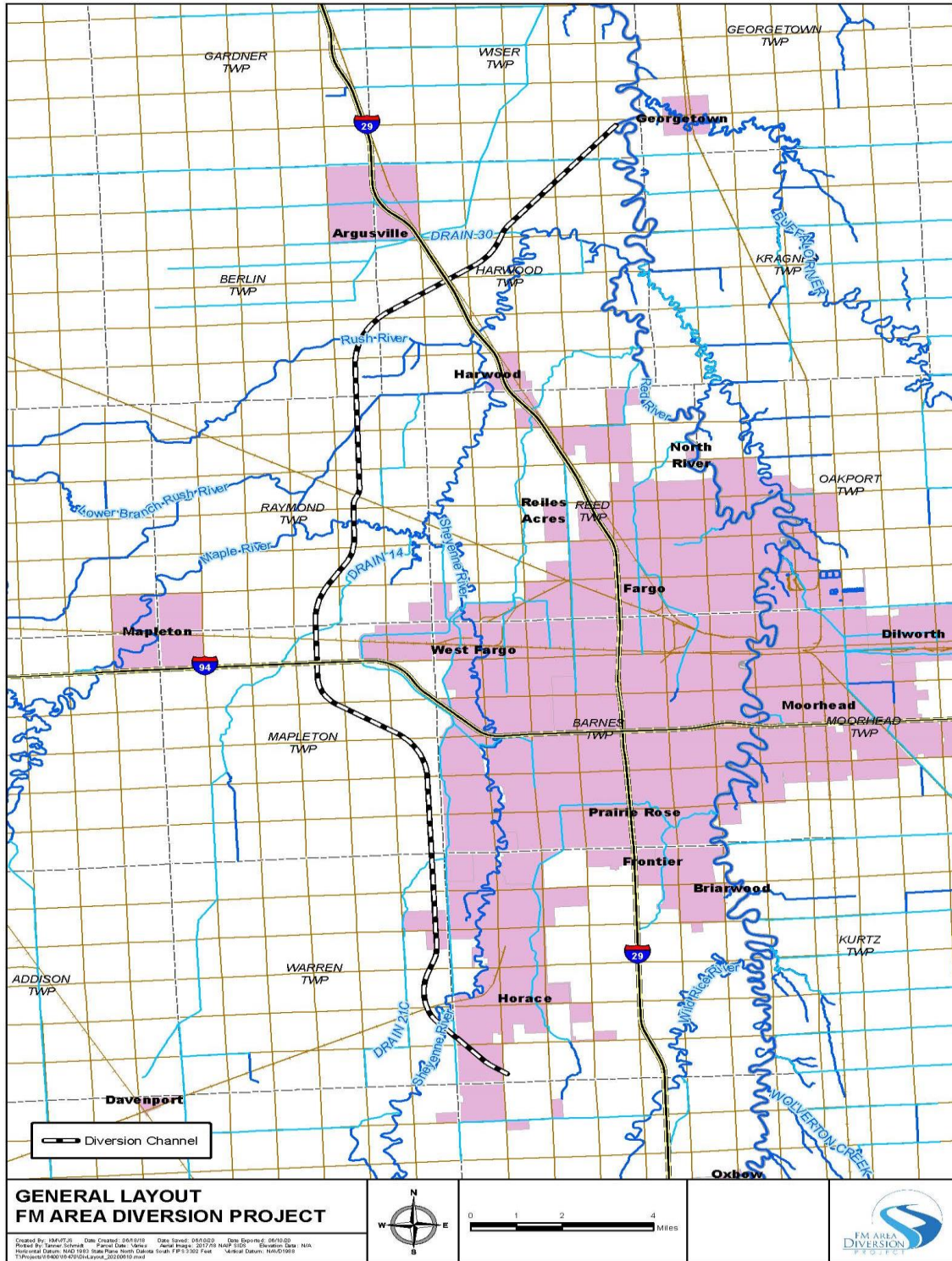
WARREN TOWNSHIP, NORTH DAKOTA

By: _____
Jeff Fuchs, Chairman

ATTEST:

By: _____
Vance Kemmer, Clerk/Treasurer

EXHIBIT A PROJECT LIMITS



**EXHIBIT B
MINIMUM DESIGN STANDARDS**

Two-Lane Township Gravel Section Road and Two-Lane Rural Paved Section Road

| <i>Minimum Design Standards for New or Reconstruction of Existing Infrastructure</i> | | | | | | | |
|--|---------------------|---------------------|----------------------|-------------------|----------------------------------|------------------------|----------------------------|
| Typical Section | Design Speed | Right of Way | Roadway Width | Turn Lanes | Minimum Section Thickness | Access Controls | Bike/Ped Facilities |
| Two-Lane Township Gravel Section | 55 mph | 100 feet | 28 feet | No | 4 inches gravel | ¼ mile spacing | Not Applicable |
| Two-Lane Rural Paved Section | 55 mph | 200 feet | 32 feet | No | 12 inches base + HBP | ¼ mile spacing | 4-foot paved shoulder |
| Township Gravel Road | 40 mph | 66 feet | 15-20 feet* | No | 4 inches gravel | ¼ mile spacing | Not applicable |

*Roadway width may be reduced to match existing width to avoid drainage issues or to stay within right-of-way limits.

SWDCAI Crossing – Road

| <i>Design Road Criteria for SWDCAI Crossing</i> | | | | | | | | | | | | | | | |
|---|--------------------------------|-----------------------------------|--------------------|------------------------------|---------------|----------------------------|-----------------|---------|---------------------------------------|---------------------|--------------------------------|------------------------------|--|---------------------------------|-----------------------------------|
| Name | Temp Bypass Design Speed (mph) | Temp Crossover Design Speed (mph) | Design Speed (mph) | Pavement Design Life (years) | Pavement Type | Bridge Design Life (years) | Clear Zone (ft) | Inslope | Number of Travel Lanes Each Direction | Min Lane Width (ft) | Lane Cross Slope (Typical) (%) | Max Shoulder Cross Slope (%) | Max Superelevation (ε _{max}) | Max Profile Grade at Bridge (%) | Bridge Width (Clear Roadway) (ft) |

| | | | | | | | | | | | | | | | |
|------------|-----|-----|----|----|-------------------|----|----|-----|---|----|---------------------------------|--------------------|---|--------|----|
| 52nd Ave W | N/A | N/A | 55 | 20 | HBP and Aggregate | 75 | 18 | 4:1 | 1 | 12 | 2.1 on HBP and 4.0 on Aggregate | 8 (6 Max Rollover) | 6 | +/-1.0 | 40 |
|------------|-----|-----|----|----|-------------------|----|----|-----|---|----|---------------------------------|--------------------|---|--------|----|

| <i>Design Criteria for Roadways</i> | | | | | | | | | | | | | |
|-------------------------------------|-------------------|--------------------|------------------------------|--------------------------------------|---------------|--------------|----------------------------|---------------------------------|--------------------------------|---------------------------------|---------------------------------|---------------------------|--|
| Name | Pavement Type | Design Speed (mph) | Pavement Design Life (years) | Concrete Pavement | | | | Asphalt Pavement | | | | Gravel | |
| | | | | Concrete Pavement Thickness (inches) | Joint Spacing | Dowels-1.25" | Dense Graded Base (inches) | HMA Pavement Thickness (inches) | Aggregate Base Course (inches) | HBC Shoulder Thickness (inches) | HBC Shoulder Thickness (inches) | Gravel Thickness (inches) | |
| 52nd Ave W | HBP and Aggregate | 55 | 20 | N/A | N/A | N/A | N/A | N/A | 5 | 7 | 4 | 6 | |

SWDCAI Crossing – Bridge

1. Design and construct the bridge in accordance with the following:
 - A. AASHTO *LRFD Bridge Design Specifications*
 - B. AASHTO *LRFD Bridge Construction Specifications*
 - C. NDDOT *Design Manual Chapters IV and V*
 - D. NDDOT *Standard Specifications for Road and Bridge Construction*
 - E. Cass County *Comprehensive Highway Plan*

For cases where AASHTO specifications conflict with NDDOT standards and policies, the NDDOT standards and policies take precedence.

2. Bridge requirements:

- A. Provide a minimum one (1) foot clearance between the 1.0 percent ACE (100-year) Red River Peak Design Flow water surface elevation and the bottom of the lowest girder flange or appurtenance within each bridge span.
- B. Permissible bridge types are as follows:
 - a. Pre-stressed concrete I girder
 - b. Steel plate girders
 - c. Wide flange rolled girders
 - d. Cast-in-place and precast concrete box culverts
- C. Bridges utilizing fracture critical members are not allowed.
- D. Design and construct bridges with concrete decking.
- E. Cross the SWDCAI between seventy-five (75) degrees and one hundred and five (105) degrees, centerline of SWDCAI to centerline of bridge.
- F. Design bridges on “straight” or tangent sections; horizontal curves are not allowed in the geometric design.
- G. Design and construct bridges with a steel H-pile foundation in which the piling are driving to the required bearing capacity.
- H. Obtain an individual bridge number for each structure from the NDDOT; include this bridge number on design and plan sheets.
- I. Design and construct concrete bridge barrier rail with a Kansas Corral Rail in compliance with the Technical Requirements.

EXHIBIT C
AUTHORITY INVOICING REQUIREMENTS

(a) The Township will remit hard copy invoices to the Authority at the Authority's main office, and the invoices will be processed by the Authority for the following month. The Township will also submit copies of the invoices to the Authority electronically at APInvoicesFMDiv@jacobs.com, copied to 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) calendar days, why part or all of the Authority's payment is being withheld and what actions the Township must take to receive the withheld payment.

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

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

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

(Remainder of page intentionally left blank.)

EXHIBIT D CUL-DE-SAC DESIGN

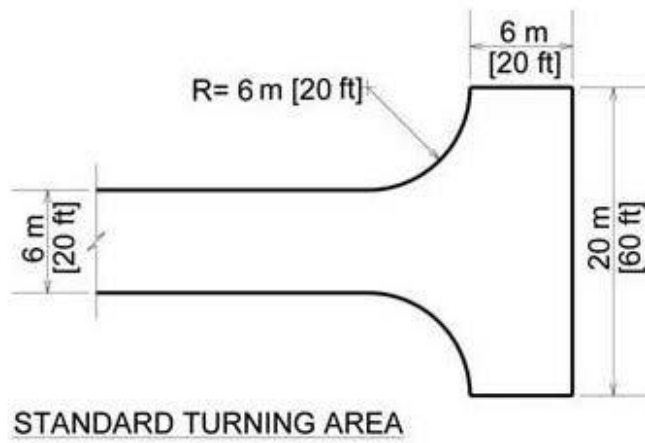
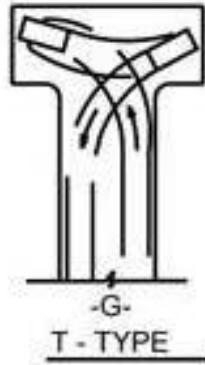
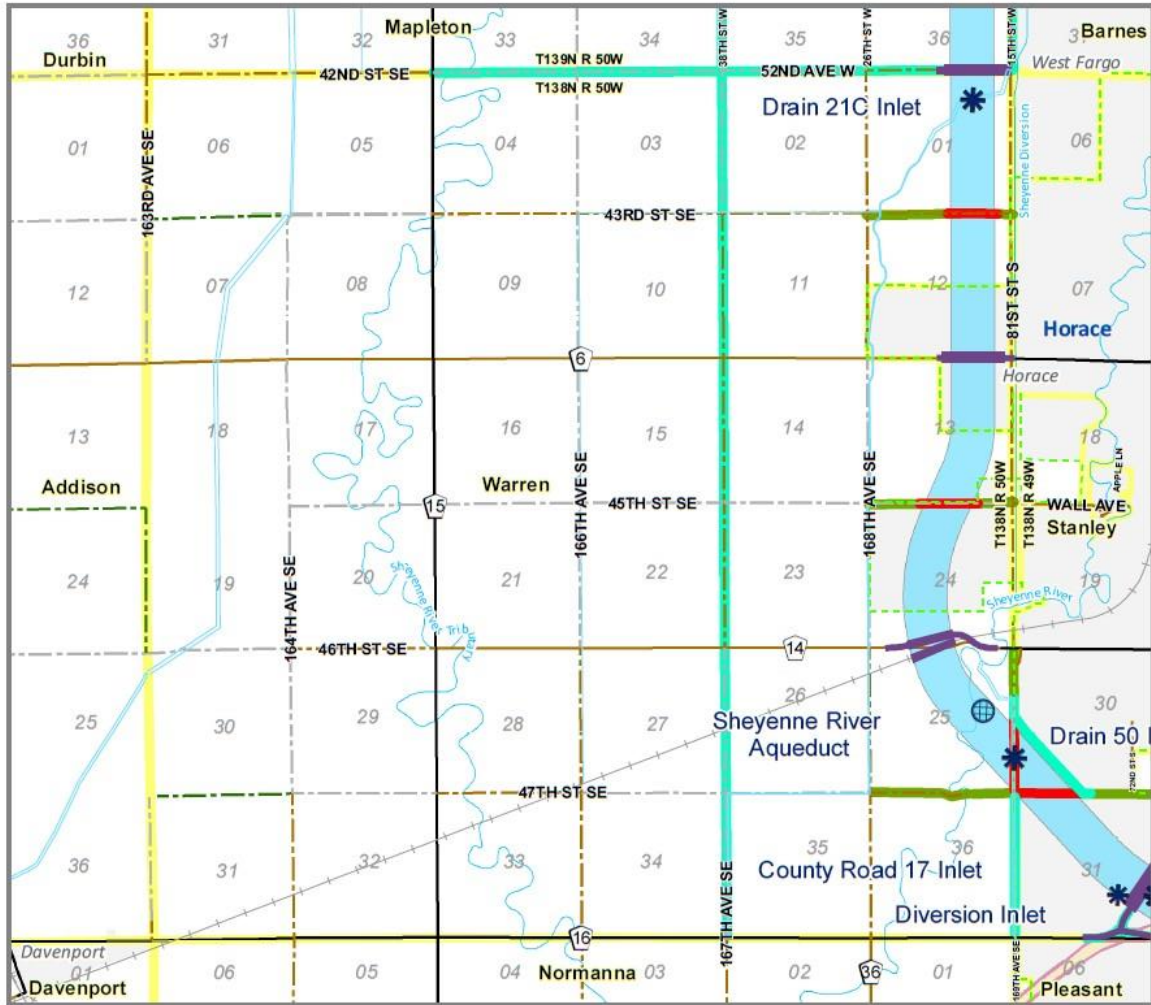
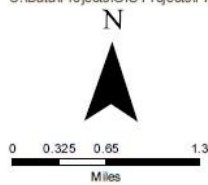


EXHIBIT E PROJECT IMPACTS MAP



| Legend | | | |
|--------|----------------------|--|-------------------------------|
| | Aqueduct | | Township Road Closures |
| | Inlet Structures | | Township Road Can Remain Open |
| | Drain Crossings | | Mobility Improvements |
| | Channel/SE Crossings | | Township - Trail/Grass |
| | Channel | | Township - Unimproved |
| | Southern Embankment | | Township - Gravel |
| | | | Township - Paved |
| | | | County Road - Paved |
| | | | State or US Highway |
| | | | Interstate |
| | | | Township Boundary |
| | | | City of Horace |
| | | | Railroad |

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: cwickenheiser - AE2S | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Overall LA Maps\MOU by Township 8 x11.mxd



Warren

FM Area Diversion
Map Date: 12/10/2024



**EXHIBIT F
FEDERAL CERTIFICATION FORMS
CERTIFICATION REGARDING FEDERAL LOBBYING**

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

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

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

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

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

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

PLEASE RETURN TO:

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

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

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

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

The undersigned assures that it will comply with:

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

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

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

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

Street

City, State, Zip Code

PLEASE RETURN TO:
Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

Office Email Address



February __, 2025

VIA USPS CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Montana-Dakota Utilities Co.
Attn: Larry Oswald
400 N Fourth Street
Bismarck, ND 58501

Receipt No. _____

Joseph Sauvageau
16837 48th St. SE
Davenport, ND 58021

Receipt No. _____

RE: NOTICE OF TERMINATION OF MEMORANDUM OF UNDERSTANDING

To Mr. Oswald and Mr. Sauvageau:

The Metro Flood Diversion Authority (the “Authority”), Montana-Dakota Utilities Co. (“MDU”), and Joseph Sauvageau (“Sauvageau”) entered into a Memorandum of Understanding dated September 28, 2023 (the “MOU”).

This letter serves as formal notice to MDU and Sauvageau that, in accordance with Section 4 of the MOU Agreement, the Authority is providing written notice to all other Parties of its intent to withdraw from the MOU effective as of the date of this notice, which is the same date this notice will be deposited in the United States mail.

Sincerely,

Jason Benson, Executive Director
Metro Flood Diversion Authority

cc/email: Martin Nicholson
John Shockley
Aconex Project Record



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

February 27, 2025

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



| Description | Company | Budget/ Estimate (\$) |
|--|---------------------------------------|-----------------------|
| Task Order 02, Amendment 0 – Mowing and Weed Control Services – Provide mowing and weed control services of MFDA properties for the 2025 season. | JT Lawn Services and Landscaping, LLC | \$449,303.10 |
| Services Agreement, Amendment 0 – Diversion Authority – IT Services – Provide IT services to the Diversion Authority from March 1, 2025, through February 28, 2026. Services include, on boarding, remote support, cloud management, product licenses and access to training videos. | Network Center Incorporated | \$31,375.00 |
| Notice of Termination – IT Services – Provide 30 day written Notice of Termination for IT services for the Metro Flood Diversion Authority to Macro Technologies, Inc effective April 1, 2025. | Marco Technologies | Not Applicable |
| | | |

Executive Director

Contracting Recommendation



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

| | |
|---|---------------------|
| JT Lawn Services & Landscaping, LLC T002 Amendment 0 Mowing and Weed Control Services | \$449,303.10 |
| Mowing and Weed Control services of MFDA owned property for 2025. | |

1 Recommendation for action:

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

2 Summary of Contracting action:

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

3 Reason why it is required

JT Lawn Services and Landscaping, LLC will provide mowing and weed control services that are required as part of the Metro Flood Diversion Authority's property maintenance for its owned properties. This task order is for the 2025 mowing season and will cover the following areas (refer to Exhibit A. Summary of Subtasks and OIN's Area in the attached Task Order for further detail):

- Subtask 1.0 - Prairie Grass Mowing and Weed Control Management
- Subtask 2.0 - Residential Mowing and Weed Control Management
- Subtask 3.0 - Rural Residential Mowing and Weed Control Management
- Subtask 4.0 - Rural Property Mowing and Weed Control Management
- Subtask 5.0 – Southern Embankment Mowing and Weed Control Maintenance
- Subtask 6.0 - On-Call Mowing and Weed Control Services
- Subtask 7.0 – On-Call Seeding and Mulching Services

4 Background and discussion

The MFDA previously did multiple RFQs for mowing and weed control services and JT Lawn had the most competitive rates multiple years in a row. In 2024, JT Lawn Service requested consideration of a multiple year MSA contract commitment so that they could commit to investing in equipment to serve the MFDA's maintenance needs. At that time, the MFDA Board approved an MSA with JT Lawn which includes

approved rates at a per/acre per/occurrence price for mowing and weed control services. Please note that depending on the nature of the property, the frequency of mowing and weed spraying varies.

Per the MSA, the Authority then executes a new Task Order annually for the next year’s mowing and weed control services. The needs change based on the amount of property owned by CCJWRD and MCCJPA. This year, our maintenance requirements increased greatly due to the turnover of properties from USACE back to the Authority. Please note that JT Lawn can only bill for the work that they actually complete, so if any excess property is sold or traded, then it will no longer require maintenance from JT Lawn and it will be removed from their scope.

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

In accordance with Section 5 of the Master Professional Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and JT Lawn Services & Landscaping, LLC (the “Contractor”) dated January 1, 2024 (the “Agreement”), the Authority and the Contractor agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|----------------------------|
| TO02-A0 | 0.00 | 449,303.10 | 03/0/2025 | 12/31/2025 | Initial Work Authorization |

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|---------------|
| 2025 | SW-1170 | 449,303.10 | 449,303.10 | 0.00 | 449,303.10 | Scope of Work |

6 Attachments:

- Task Order 02 Amendment 0

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

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

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

Approved by: Michael Redlinger, Co-Deputy Executive Director **Date:** 2/19/2025

Executive Director Contracting Recommendation



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

| | |
|--|--------------------|
| Network Center Incorporated Services Agreement – Amendment 0 Diversion Authority – IT Services | \$31,375.00 |
| <ul style="list-style-type: none"> • Provide IT Services for the Diversion Authority Office from March 1, 2025 to February 28, 2026. | |

1 Recommendation for action:

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

2 Summary of Contracting action:

Per the contract review and approval procedures that were adopted by the **Metro Flood Diversion Authority** on November 10, 2016 and amended December 16, 2021, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare Services Agreement and Services Agreement amendments and submit them to the Deputy Executive Directors and Executive Director for review. The Deputy Executive Directors 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 Executive Director for review and action.

3 Reason why it is required

The Network Center services agreement covers IT services and Product and Licensing services needed with a term end date of February 28, 2026. Services include (not limited to) the following:

- Onboarding based on time and materials.
- Annual Services that include (but not limited to) remote support with a technical specialist to assist in resolving issues, remote management of the Diversion Authority Network, provides cloud management to insure up to date status, provide antivirus software, phishing testing quarterly with results provided to the Diversion Authority and provide access to training videos.
- Product and licensing that includes computer or IT equipment when Diversion Authority provides prior procurement authorization, a 3-year licenses of 1 firewall, 1 switch and 4 access points and licenses for Microsoft, adobe, etc. (licenses with current IT provider that will be transferred to Network Center).

4 Background and discussion

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

In accordance with Network Center Incorporated Agreement between the Metro Flood Diversion Authority (the “Authority”) and Network Center Incorporated (the “Network Center”) dated November 29, 2024 (the “Agreement”), the Authority and the Network Center agree to the services listed in the Agreement.

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Contract Change \$ | Original or Revised Contract \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|---------------------------------------|
| SA-A0 | 0.00 | 31,375.00 | 3/1/2025 | 2/28/2026 | Initial scope of work for IT services |

Table 2 – Summary of Subtasks Budgets

| Subtask No. | Title | Current Budget (\$) | Change (\$) | Revised Budget (\$) |
|-------------|--|---------------------|-------------|---------------------|
| 1 | Onboarding | 2,280.00 | 0.00 | 2,280.00 |
| 2 | Annual Services (966.25/Month) | 11,595.00 | 0.00 | 11,595.00 |
| 3 | Hourly Service Assistance (outside regular monthly services) | 3,000.00 | 0.00 | 3,000.00 |
| 4 | Computer/IT Equipment | 4,000.00 | 0.00 | 4,000.00 |
| 5 | Licenses (Firewall, Switch, Access Points) | 2,500.00 | 0.00 | 2,500.00 |
| 6 | Licenses (Microsoft/Adobe/Etc) | 8,000.00 | 0.00 | 8,000.00 |
| | Estimated Fees: | 31,375.00 | | 31,375.00 |

5 Financial considerations:

The Budget Cost Proposal is attached or in the Service 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 | SW-1150A | 25,995.00 | 25,995.00 | 0.00 | 25,995.00 | |
| 2026 | SW-1150A | 5,380.00 | 5,380.00 | 0.00 | 5,380.00 | |
| Totals | | 31,375.00 | 31,375.00 | 0.00 | 31,375.00 | |

6 Attachments:

- Services Agreement

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

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

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

Approved by: Michael Redlinger, Executive Director

Date: 2/19/2025



February __, 2025

**VIA USPS CERTIFIED MAIL – RETURN RECEIPT REQUESTED
NO. _____**

WITH A COPY TO: LEGALSERVICES@MARCONET.COM

Legal Counsel
Marco Technologies, LLC
4510 Heatherwood Road
St. Cloud, MN 56301

RE: NOTICE OF TERMINATION OF SERVICES AGREEMENT

To Marco Technologies, LLC:

The Metro Flood Diversion Authority (the “Authority”) and Marco Technologies, LLC (“Marco”) entered into a Relationship Agreement and Standard Managed IT Product Agreement (“MIT Agreement”) dated April 7, 2022 (together, the “Agreement”), which expires April 1, 2025.

This letter serves as formal notice to Marco that, in accordance with Section 6 of the MIT Agreement, the Authority is providing at least thirty (30) days’ written notice to Marco of its intent to terminate the Agreement effective as of April 1, 2025 (the “Termination Date”).

Sincerely,

Jason Benson, Executive Director
Metro Flood Diversion Authority

cc/email: Martin Nicholson
John Shockley
Aconex Project Record

Memorandum



To: Metro Flood Diversion Authority Lands Committee and Diversion Authority Board
From: Michael Redlinger, Co-Director
Robert Wilson, Co-Director
Cc: John Shockley, MFDA Legal Counsel
Date: February 26, 2025
Re: OIN 839 Excess Land

RECOMMENDATION/ACTIONS NEEDED:

Approve the sale price of \$7,000 for excess land parcel OIN 839.

Background/Key Points:

In February 2024 an excess land recommendation for OIN 839 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. An interested party has come forward but is proposing the purchase of the property for \$7,000, 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 \$7,000.

ATTACHMENTS:

- Approved Memo – Excess Lands recommendation – OIN 839



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 839, 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 839 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 839

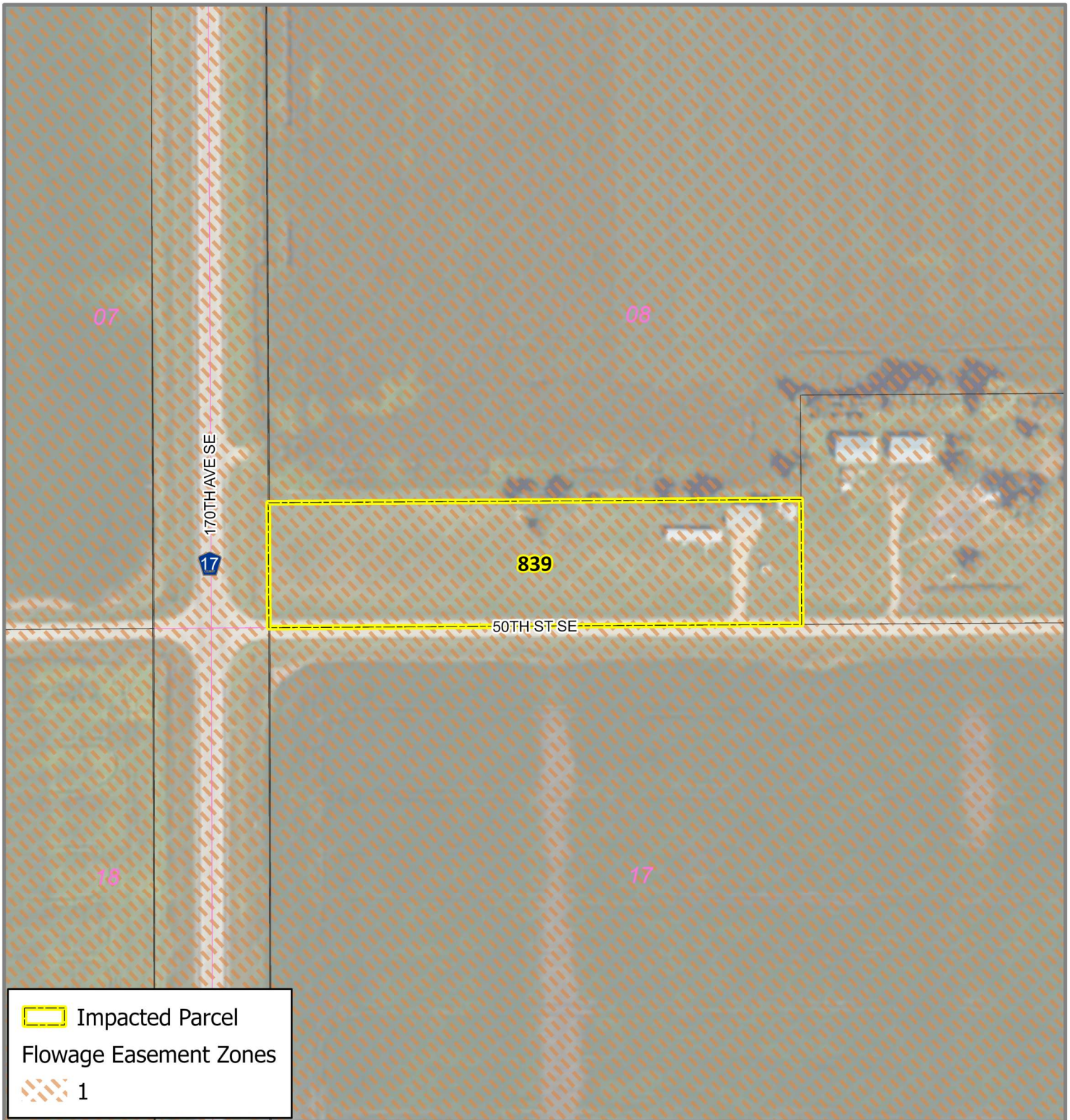
| | |
|--------------------------|--|
| Description of Parcel(s) | See Exhibit A for a map showing the parcel recommended as excess land. |
| Legal Description | See Exhibit B for legal description for the parcel recommended as excess land. |
| Asset Parcel(s) Size | 2.28 acres |

| | |
|----------------------------------|--|
| Narrative Description of Parcels | OIN 839 is located in the NW corner of the intersection of Cass County Hwy 17 and 50 th Street SE. The parcel is in the UMA. The former structures on this parcel have been removed. |
| Purchase Date | May 26, 2023 |
| Purchase Price | \$154,632 (for the lot and structures that have now been removed from property) Land appraised for \$73,000 in the “before” condition and \$5,000 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 | Claudia Mueller |
| Adjacent Owners | OIN 850 – Richard Revocable Trust OIN 838 – Theresa Nelson GST Trust |
| Property Management Approach | OIN 839 has been maintained under a mowing and weed control contract. |
| Property Taxes | The 2022 property taxes were \$1,041.99 |
| 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

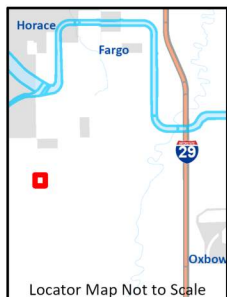
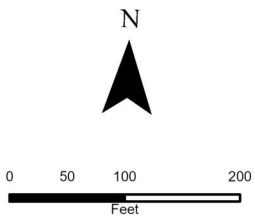
Based on the pertinent facts presented above, it is recommended to declare OIN 839 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

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: 839
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10266-010
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 May 26, 2023:

WARRANTY DEED

THIS INDENTURE made this 26 day of May, 2023, between Claudia J. Mueller, a single person, ("GRANTOR"); and the Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 ("GRANTEE").

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

Auditor's Lot 1 of the Southwest Quarter (SW1/4) in Section 8, Township 137 North of Range 49 West, of the Fifth Principal Meridian, said tract is also described as follows: Beginning at the Southwest section corner of said Section 8; thence North 0°00'00" East on the west section line of said Section 8 for a distance of 152.50 feet; thence South 89°56'56" East, parallel with the south section line of said Section 8 for a distance of 720 feet; thence South 00°00'00" East, parallel with West section line of said Section 8 for a distance of 152.50 feet; to the South section line of said Section 8; thence North 89°56'56" West on the south section line of said Section 8 for a distance of 720 feet to the point of beginning.

Tax Parcel No. 57-0000-10266-010 DLJ

(the "Property").

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 839 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 and Diversion Authority Board
From: Jason Benson, Executive Director
Cc: John Shockley, MFDA Legal Counsel
Date: February 26, 2025
Re: OIN 1080Y Revised Excess Land Recommendation

RECOMMENDATION/ACTIONS NEEDED:

Approve the revised sale price of \$33,000 for excess land parcel OIN 1080Y.

Background/Key Points:

In October 2024 an excess land recommendation for OIN 1080Y was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$53,000, which was unanimously approved at each of the three meetings.

During recent records review, it was noticed that the recommendation from October included more acreage than it should have. The parcel only contains 4.917 acres and was previously noted as having 7.877 acres, thus making the sale price more than it should have been. The acreage error stems from double counting the lands encumbered by a temporary easement on this parcel. Using the correct acreage, the newly calculated sale price based on \$6,700/acre should be \$33,000.

Upon approval we plan to contact all the previously notified parties that the sale price has been adjusted.

ATTACHMENTS:

- Revised Excess Lands Recommendation – OIN 1080Y



Memorandum

TO: Jason Benson

FROM: Jodi A. Smith

DATE: February 19, 2025

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 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 1080Y as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 1080Y

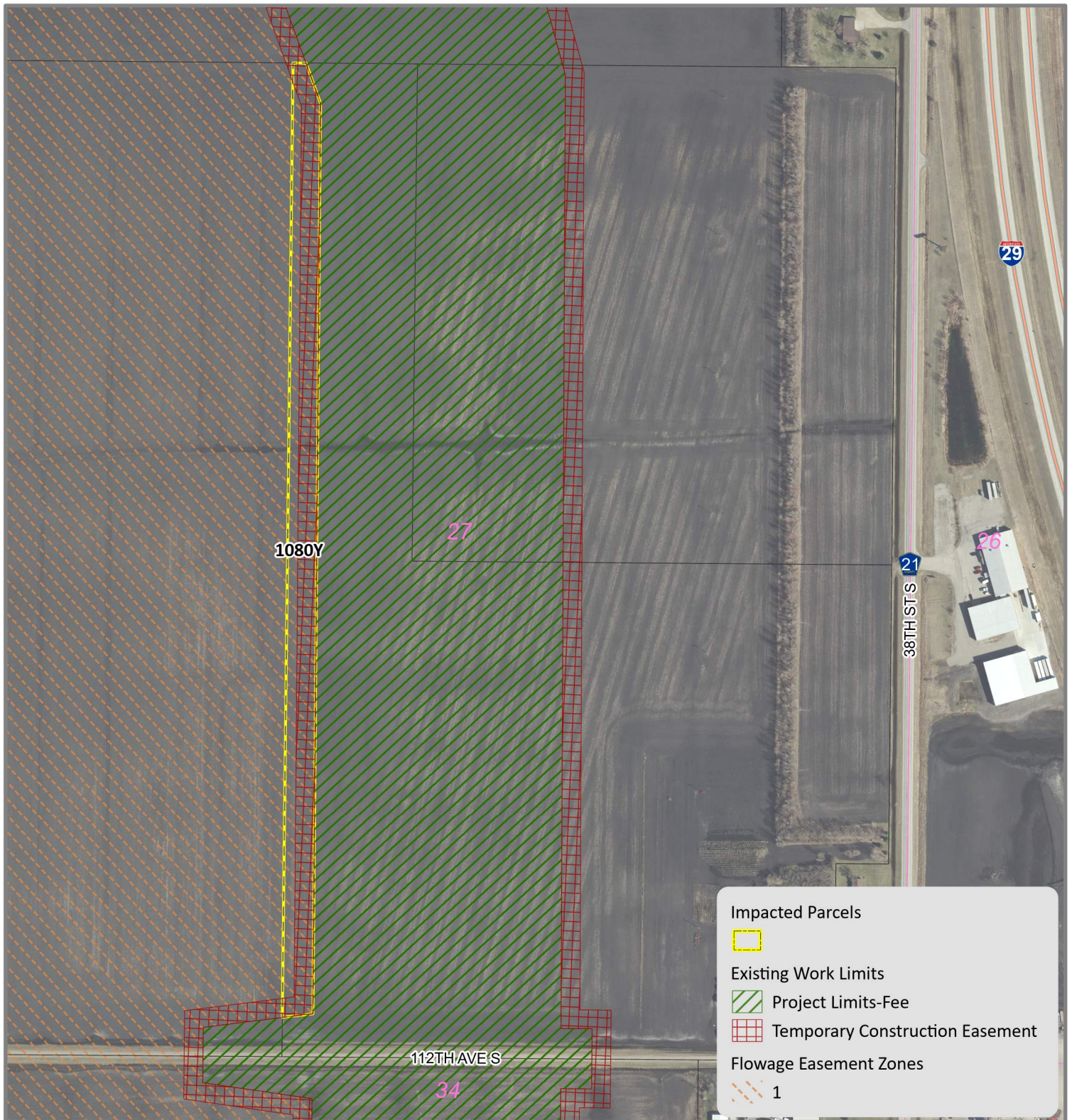
| | |
|--------------------------|---|
| Description of Parcel(s) | See Exhibit A for a map showing the parcel recommended as excess land. |
| Legal Description | See Exhibit B for legal description for the parcel recommended as excess land. |
| Asset Parcel(s) Size | 4.917 *Note that 2.96 acres of this 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 | \$33,000 *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).

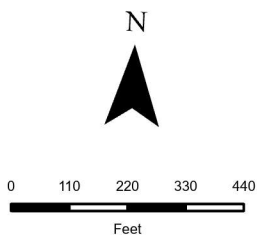
Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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



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.

Jason Benson
Jason Benson
Executive Director

02/20/2025
Date

Memorandum



To: Metro Flood Diversion Authority Finance Committee and Diversion Authority Board
From: Jason Benson, Executive Director
Cc: John Shockley, MFDA Legal Counsel
Date: February 18, 2025
Re: 2025 Consultant/Vendor Rate Increase

BACKGROUND/KEY POINTS:

Historically, the Executive Director of the Metro Flood Diversion Authority (Authority) has performed the task of reviewing and approving annual rate increases for consultant contracts. New contracts and Master Service Agreements that are approved by the Authority Board typically contain language that states an annual maximum increase and then designates the Executive Director with the authority to approve the annual rate increase. With the absence of an Executive Director at the beginning of this year, annual rate increases for consultant contracts have not yet been approved for 2025.

At the December 19, 2024, MFDA Board of Authority (the "Board") meeting, the 2025 Consultant Rate Increase agenda item was discussed. At that time, the Board requested that this item be tabled until the new Executive Director was on board to review and make a recommendation in February 2025.

I have reviewed the historical consultant rate increases (see attachment) and received numerous email requests from consultants re. that status of the 2025 rate increases. To avoid further delay regarding this matter, I am recommending that the 2025 consultant rate increases match what was approved for each consultant/vendor in 2024. If there was a new consultant or vendor in 2024, I am recommending a 3% annual rate increase. All consultant/vendor rate increases are to be effective as of February 1, 2025, and will be included with the submittal of their February 2025 invoices.

RECOMMENDATION/ACTIONS NEEDED:

2025 consultant rate increases match what was approved for each consultant/vendor in 2024. If there was a new consultant or vendor in 2024, I am recommending a 3% annual rate increase. All consultant/vendor rate increases are to be effective as of February 1, 2025, and will be included with the submittal of their February 2025 invoices.

ATTACHMENTS:

Historical Consultant/Vendor Contract Rate Increases for the MFDA



Contracts for MFDA Subject to Rate Increase Approvals

| Vendor | Scope Description | Contract Type | Contract End Date | % Identified in Contract | 2020 % Approved | 2021 % Approved | 2022% Approved | 2023 % Approved | 2024 % Approved | Notes |
|---|------------------------------|---------------|-------------------|--------------------------|-----------------|-----------------|----------------|-----------------|-----------------|---|
| ADVANCED ENGINEERING INC (AE2S) | Land Management | MSA | 12/31/2026 | see notes | 4.62% | 1.60% | 4.60% | 3.00% | 3.00% | Agree between ED and Consultant - no specific % |
| AECOM | Environmental | MSA | 4/30/2026 | up to 3% | 3.00% | 0.00% | 3.00% | 3.00% | 0.00% | |
| Ankura Consulting Group LLC | P3 Legal Services | No Contract | Open | NA | NA | NA | NA | NA | NA | Contract started in 2024. |
| AON RISK SERVICES CENTRAL INC | Insurance | SA | 7/1/2026 | 0% | NA | NA | NA | 3% | 3% | |
| BRAUN INTERTEC CORP | Geotechnical & Environmental | MSA | 12/31/2025 | up to 5% | Rate sheet | Rate sheet | Rate sheet | Rate sheet | Rate sheet | |
| C THREE MEDIA, LLC | Videography Services | SA | 6/30/2025 | NA | NA | NA | 28% | 22% | 3% | Contract started in 2021. First two years the initial billing rates started very low. |
| CH2M Hill Engineers Inc | Program & P3 Management | MSA | 12/31/2026 | up to 3% | NA | 2.25% | 3.00% | 3.00% | 3.00% | |
| COMPASS LAND CONSULTANTS, INC | Land Agents | MSA | 12/31/2025 | up to 5% | NA | NA | NA | 3% | 3% | |
| CROWN APPRAISALS | Appraisals | MSA | 12/31/2025 | up to 5% | NA | NA | NA | 3% | 3% | Appraisal fee rates |
| DORSEY & WHITNEY LLP | P3 Legal Services | No Contract | Open | NA | NA | NA | NA | NA | 6.80% | Not specified increases happen in Oct. |
| EDWARD PENSOCK JR (DRB) | Dispute Resolution Board | LOE | Open | NA | NA | NA | NA | NA | NA | Contract started in 2024. |
| Ernst & Young | Financial Services | WO/SA | 12/31/2025 | NA | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | |
| GA Group, PC | Legislative Services | SA | 6/30/2025 | see notes | NA | NA | NA | NA | NA | Negotiated flat fee |
| HOUSTON-MOORE GROUP LLC | Engineering & Permitting | MSA | 12/31/2025 | see notes | Rate sheet | 2.60% | Rate sheet | 2.70% | 3.00% | Agree between ED and Consultant - no specific % |
| HDR Engineering, Inc. | Land Agents | MSA | 12/31/2025 | up to 5% | Rate sheet | Rate sheet | Rate sheet | 3% | 3% | |
| INTEGRA REALTY RESOURCES | Land Agents | MSA | 12/31/2025 | up to 5% | Rate sheet | Rate sheet | Rate sheet | 3% | 3% | |
| JT LAWN SERVICE LLC | Mowing & Weed Control | MSA | 12/31/2026 | up to 3% | NA | NA | NA | NA | NA | MSA started in 2024. Rates included in MSA. |
| Larkin Hoffman Attorneys | Legal Services | No Contract | Open | NA | 4.00% | 0.00% | 0.00% | 0.00% | 0.00% | |
| Mark E Alpert - Integrated Delivery Solutions | Dispute Resolution Board | LOE | Open | NA | NA | NA | NA | NA | NA | Contract started in 2024. |
| Neon Loon Communications, LLC | Program Communications | MSA | 12/31/2024 | NA | NA | NA | 0% | 3.80% | 2.90% | Contract started in 2021. |
| OHNSTAD TWICHELL PC | Program Legal Services | No Contract | Open | NA | Rate sheet | Rate sheet | Rate sheet | 5-8% | 5% | Increase of \$10/hour in 2023 and 2024 applied to discounted rates. |
| Patchin Messner Valuation Counselors | Appraisals | MSA | 12/31/2025 | up to 5% | NA | NA | NA | 3% | 3% | Appraisal fee rates |
| Patricia O. Sulser (DRB) | Dispute Resolution Board | LOE | Open | NA | NA | NA | NA | NA | NA | Contract started in 2024. |
| Polsinelli PC (DRB) | Dispute Resolution Board | LOE | Open | NA | NA | NA | NA | NA | NA | Contract started in 2024. |
| Program Advisor Services, LLC | Consulting Services | MSA | 12/31/2025 | NA | 0.00% | 0.00% | 0.00% | 3.73% | 2.80% | |
| Prosource Technologies, Inc | Land Agents | MSA | 12/31/2025 | up to 3% | NA | NA | Rate sheet | 3% | 3% | Rate sheet per MSA |
| SRF Consulting Group | Land Agents | MSA | 12/31/2025 | up to 5% | NA | 3% | Rate sheet | 3% | 3% | Rate sheet per MSA |
| Tinjum Appraisal Company, Inc. | Appraisals | MSA | 12/31/2025 | up to 5% | NA | NA | NA | 3% | 3% | Appraisal fee rates |
| ULTEIG ENGINEERS INC | Land Agents | MSA | 12/31/2025 | up to 5% | NA | NA | Rate sheet | 3% | 3% | Rate sheet per MSA |
| Watts and Associates, Inc. | Crop Insurance | MSA | 8/1/2025 | see notes | Rate sheet | Rate sheet | Rate sheet | Rate sheet | Rate sheet | Rate set each year through 2025 |
| *SA = Professional Services Agreement | | | | | | | | | | |
| *MSA = Master Services Agreement | | | | | | | | | | |
| *LOE = Letter or Engagement | | | | | | | | | | |

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION TO REPEAL THE FARGO-MOORHEAD DIVERSION AUTHORITY
DETENTION FUNDING POLICY MANUAL DATED NOVEMBER 12, 2015

WHEREAS, the Metro Flood Diversion Authority (the “Authority”) entered into a Settlement Agreement dated February 1, 2021, with the Wilkin Joint Powers Authority, the Buffalo-Red River Watershed District, the City of Wolverton, Minnesota, and the City of Comstock, Minnesota (the “Settlement Agreement”), in which the parties agreed to terms and conditions for a global settlement of all of the parties’ disputes and litigation pertaining to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, one of the conditions of the Settlement Agreement was that the parties agreed to set forth a policy for detention project funding; and

WHEREAS, the Authority currently has a policy in place titled the FARGO-MOORHEAD DIVERSION AUTHORITY DETENTION FUNDING POLICY MANUAL, which is dated November 12, 2015 (the “Current Policy Manual”); and

WHEREAS, Article XXXI of the Settlement Agreement sets forth the requirements for Detention Project cost share/participation by the Authority; and

WHEREAS, the Authority will repeal the Current Policy Manual and will adhere to the standards set forth in the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE DIVERSION AUTHORITY BOARD AS FOLLOWS:

1. The capitalized terms in this resolution shall have the same meaning as given to them in the Settlement Agreement.
2. The FARGO-MOORHEAD DIVERSION AUTHORITY DETENTION FUNDING POLICY MANUAL, dated November 12, 2015, and attached as **Exhibit A** hereto, is hereby repealed, and shall have no force or effect.
3. The Authority supports the development of detention projects in the Red River Basin that are modeled to materially lower and/or reduce the frequency of the storage of water in the Staging Area of the Comprehensive Project as defined in Exhibit C of the Settlement Agreement.
4. The Diversion Authority Board will review a proposed detention project to determine if said project meets the criteria set forth in the Settlement Agreement and this Policy.
5. The Diversion Authority Board may provide reasonable funds in an amount not to exceed fifty percent (50%) of the cost not funded by federal and/or state funds of a detention project’s engineer’s estimate when such detention project materially lowers and/or reduces the frequency of the storage of water in the Staging Area of the Comprehensive Project as defined in Exhibit C of the Settlement Agreement.

6. The Diversion Authority Board has discretion to determine the percentage of cost share for an approved detention project up to fifty percent (50%) and may provide for a lower cost share percentage.
7. To receive funds under this policy, a detention project must be sponsored by a political subdivision and/or state/federal agency and the political subdivision and/or state/federal agency must be able to secure the appropriate real estate interests (fee simple, easement, or other necessary property rights) to construct the detention project.
8. In the event the Diversion Authority Board determines that a detention project meets the criteria set forth in the Resolution, it may direct Authority staff to prepare, or receive and modify with the Applicant if required, and present to the Diversion Authority Board a Detention Project Cost Share Agreement, containing all of the specific requirements necessary for the detention project to receive the cost share funding percentage approved by the Diversion Authority Board.
9. Funds under this policy will be provided a minimum of thirty (30) days after construction of an approved detention project has commenced by the sponsoring political subdivision and/or state/federal agency and in accordance with the terms and conditions of the Detention Project Cost Share Agreement approved for the detention project.
10. This resolution shall be effective immediately upon adoption.

Dated: February 27, 2025

METRO FLOOD DIVERSION
AUTHORITY

APPROVED:

Tony Grindberg, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following Members voted in favor thereof: _____ . The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A

FARGO-MOORHEAD DIVERSION AUTHORITY DETENTION
FUNDING POLICY MANUAL, dated November 12, 2015

FARGO-MOORHEAD DIVERSION AUTHORITY

DETENTION FUNDING

POLICY MANUAL

FINAL

(11/12/2015)

TABLE OF CONTENTS

| | |
|---|--------------|
| <u>INTRODUCTION</u> | 1 |
| <u>SECTION I – General Criteria</u> | 1 |
| <u>SECTION II – Procedures for Review and Approval</u> | 3 |
| <u>SECTION III – Timeline for Project Implementation</u> | 4 |
| <u>SECTION IV - PHASE I Submittal – Preliminary Design</u> | 6 |
| <u>SECTION V - PHASE II Submittal - Land Acquisition and/or Final Design</u> | 7 |
| <u>SECTION VI - PHASE III Submittal – Construction</u> | 8 |
| <u>SECTION VII – Final Design Technical Criteria for Dams and Impoundments</u> | 9 |
| PHASE I SUBMITTAL FORM | I-1 |
| PHASE II SUBMITTAL FORM | II-1 |
| PHASE III SUBMITTAL FORM | III-3 |

INTRODUCTION

Distributed upstream retention is established by the Red River Basin Commission's Long Term Flood Solutions Report (RRBC LTFS) as one component of the overall strategy to provide flood protection for the Red River Basin. The RRBC completed the Halstad Upstream Retention (HUR) Study to analyze regional impacts of locally identified impoundment locations on the Red River mainstem above Halstad, MN.

Since completion of the HUR Study, the Fargo-Moorhead Diversion Authority (FMDA) has allocated a total \$24.5 million to further incentivize development and implementation of impoundments located in the Red River Basin above Halstad, MN. This document establishes the criteria and procedure for determining funding eligibility for FMDA funds.

SECTION I – General Criteria

Below lists general criteria to qualify for FMDA funds. Proposed impoundments must meet all of listed items to meet eligibility for FMDA funding:

- Qualifying impoundments must detain flood waters within the Red River Basin above USGS Gage 05064500 (Red River of the North at Halstad, MN).
- Qualifying Project Sponsors include:
 - Watershed Districts (Minnesota)
 - County Water Resource Districts (North Dakota)
 - Joint Powers Authorities which include membership from Watershed Districts and/or Water Resource Districts
- The proposed impoundment site must be identified prior to submission.
- Proposed Impoundments must provide a minimum of 1,000 acre-feet of combined gated storage and un-gated storage during the HUR Study Standardized Melt Progression Event.

A summary of FMDA Funding Eligibility and Process is provided on the next page, as well as discussed in greater detail in the following sections.

FMDA FUNDING SUMMARY TABLE

| Category | Phase I <i>Preliminary Design</i> | Phase II <i>Land Acquisition and/or Final Design</i> | Phase III <i>Construction</i> |
|-----------------------------------|---|--|--|
| Eligible Applicants | Watershed Districts and Water Resource Districts, or Joint Power Authorities comprised of local governing bodies from the area of the basin above Halstad, MN | | |
| Modeling Requirements | Initial estimated 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) <i>(Fill and Spill Methodology)</i> | Preliminary estimated 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) <i>(Operation based on results of Feasibility Study)</i> | Final 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) <i>(Operation based on Final O&M Plan)</i> |
| Maximum Funding | Up to 5% of \$400 / Acre-foot reduced from the initially estimated 8-day prioritized flood volume. | Up to 90% of \$400 / Acre-foot reduced from the preliminary estimated 8-day prioritized flood volume, less FMDA funds advanced during Phase I. | Up to 100% of \$400 / Acre-foot reduced from the final estimated 8-day prioritized flood volume, less FMDA funds advanced during Phases I & II. |
| Match Requirements | 50% of Non-Federal/Non-State | 50% (Federal/State/Local may be used as match) | No Match Required |
| Eligible Activities | - Preliminary Design - Geotechnical Review | - Final Design Report & Plans/Specs - O&M Plan - Permitting - Land Acquisition | - Land Acquisition - Construction |
| Timeline Requirements | Maximum of 2-years to complete: - <i>Feasibility Report</i> - <i>Geotechnical Review</i> - <i>Approved Phase II Submittal</i> | Maximum of 3-years to complete: - <i>Final Design Report & Plans/Specs</i> - <i>O&M Plan</i> - <i>Permitting</i> - <i>Approved Phase III Submittal</i> | Maximum of 1-year to award construction contract. |
| Application Deadline | Applications must be provided to the FMDA a minimum of 60 days prior to a determination on FMDA funding commitment. RRRR will provide funding commitment recommendations during FMDA regularly scheduled meetings. | | |
| Application Review Process | All submittals will undergo technical review by the FMDA upon receipt of application. | | |
| Available Funding | Total of \$24.5 million to be allocated over a 10-year period. Annual amount expected to vary depending on eligible applications and prior year funding levels. | | |
| Progress Reporting | Quarterly progress reports required to FMDA for all Phases of funding. | | |

SECTION II – Procedures for Review and Approval

Impoundments qualifying for FMDA Funds are required to provide submittals at three phases during the development of the proposed impoundment. The proposed impoundment will be reviewed and funding determinations will be made at each Submittal Phase. Each submittal and the general activities are listed below. Eligible activities are defined in greater detail in the following sections.

- Phase I Submittal – Preliminary Design
- Phase II Submittal – Land Acquisition and Final Design
- Phase III Submittal – Construction

Each submittal will be used to reaffirm FMDA Funding commitment to the proposed impoundment. Information required of the applicant during each submittal phase will undergo technical review including, but not limited to, an assessment of the following criteria:

- All eligibility requirements are fulfilled.
- Anticipated timeline for implementation.
- Potential adverse impacts.
- Flood damage reduction benefit downstream.
- Other funding sources.
- Technical modeling data to determine estimated FMDA funding.

Review of each phase of submittals will be used to provide a recommendation to the FMDA to approve or disapprove a continued commitment to the proposed impoundment. Final determinations on FMDA funding commitment to proposed impoundments will be made the FMDA during regularly scheduled meetings. Applications must be submitted a minimum of 60 days prior to determination on FMDA commitment to the proposed impoundment.

SECTION III – Timeline for Project Implementation

FMDA Funds provided to successful Project Applicants are intended to, in part, assist in expediting project development for impoundments proposed above Halstad, MN. As such, successful applicants are required to progress from preliminary project development to construction in over a maximum 6-year timeframe. Specific milestones for each Phase of FMDA Funding are discussed below. Also, refer to the chart below for an illustration of required milestones for FMDA funded projects.

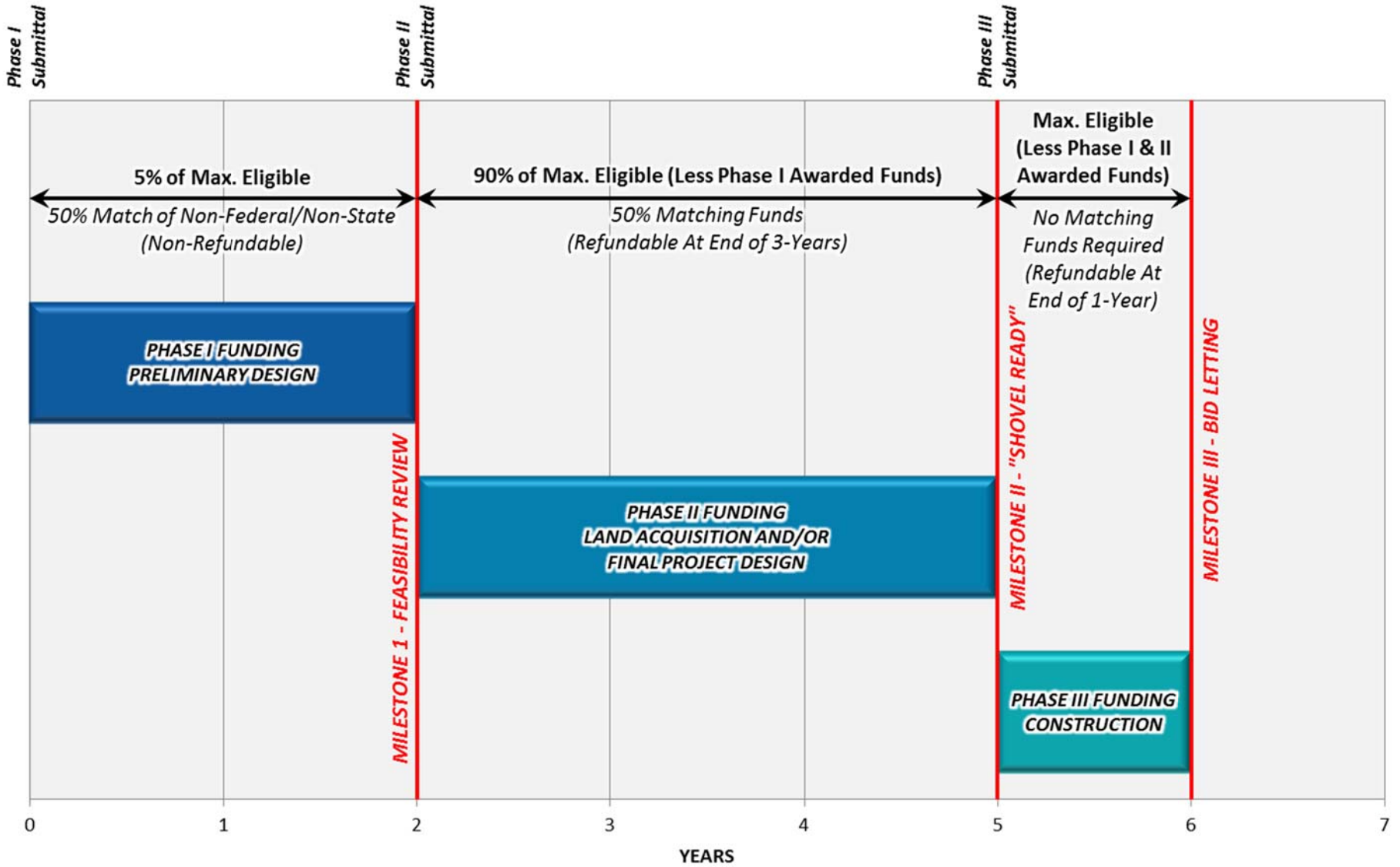
- PHASE I Submittal – All eligible activities under the Phase I Submittal must be completed within two years of an approved FMDA Phase I Submittal.

- PHASE II Submittal –The following eligible Phase II Submittal activities must be completed within three years of an approved FMDA Phase II Submittal:
 - Development of Final Design Report
 - Construction Plans and Specifications
 - Development of Operation and Maintenance Plan
 - Permitting

- PHASE III Submittal – Bid letting must occur within one year of an approved FMDA Phase III Submittal.

Regardless of whether funds are requested at each Phase, a successful submittal will be required for all three Phases to reaffirm FMDA commitment. A detailed explanation to the FMDA is required in the event that any of the milestones discussed above are unable to be met. This explanation must include reason for the delayed timeline, and how the project sponsor proposes to get the project back on the required timeline. Failure to meet any of the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed to the FMDA over a maximum period of 10-years.

FMDA FUNDING MILESTONES



SECTION IV - PHASE I Submittal – Preliminary Design

FMDA Phase I funding is intended to provide assistance to complete preliminary design on the proposed impoundment, including geotechnical evaluation. A project concept must already be identified in order to qualify for Phase I FMDA Funding. Eligible activities and applicant requirements for Phase I FMDA Funding are summarized below.

Eligible Activities

- Preliminary Design
- Geotechnical Review

Applicant Requirements

- Meet general criteria requirements in **SECTION I** of this policy manual.
- Project concept identified.
- Quarterly reporting on project status. (*Attached Form*)
- Two year maximum to apply for Phase II FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE I Submittal*.
- Complete & Provide *Phase I Estimated FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation.

Funding Level

The amount of FMDA Funds available for successful Phase I Applicants will be the lesser of:

- 5% of total eligible funding, as determined from *FMDA Funding Calculation Spreadsheet*.
- 50% of the portion of project costs not eligible for Federal or State Cost-Share.

FMDA Phase I Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION V - PHASE II Submittal - Land Acquisition and/or Final Design

Phase II FMDA Funding is to reaffirm funding commitment level based on additional project development and design data completed since the Phase I Submittal. A Feasibility Study, including a geotechnical evaluation, is required for Phase II Submittals. Eligible activities and applicant requirements for Phase II FMDA Funding are summarized below.

Eligible Activities

- Development of Final Design Report
- Construction Plans and Specifications
- Development of Operation and Maintenance Plan
- Permitting
- Land appraisals
- Preparation of Purchase and/or Easement Agreements
- Land Acquisition

Applicant Requirements

- Successful PHASE I FMDA Submittal
- Meet general criteria requirements in **SECTION I** of this policy manual.
- Feasibility Study Complete (Including Geotechnical Evaluation).
- Quarterly reporting on project status. (*Attached Form*)
- Three year maximum to apply for Phase III FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE II Submittal*.
- Update & Provide *Estimated FMDA Funding Allocation Worksheet* based on assumed operation in Preliminary Engineer's Report.

Funding Level

The amount of FMDA Funds available for successful Phase II Applicants will be the lesser of:

- 90% Total Eligible Funding, as determined from *Phase II FMDA Funding Calculation Spreadsheet*, less Funds awarded during Phase I FMDA Funding.
- 50% of total costs.

FMDA Phase II Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION VI - PHASE III Submittal - Construction

Phase III FMDA Funding determines the final level of funding commitment. All final design documents and a copy of any completed easement/purchase agreements are required to be included in Phase III submittals. Eligible activities and applicant requirements for Phase II FMDA Funding are summarized below.

Eligible Activities

- Land appraisals
- Preparation of Purchase and/or Easement Agreements
- Land Acquisition
- Construction Administration

Applicant Requirements

- Successful PHASE II FMDA Submittal
- Meet general criteria requirements in **SECTION I** of this policy manual.
- Meet technical requirements described in **SECTION VII** of this policy manual.
- All Phase I Eligible Activities Complete.
- The following Phase II Eligible Activities Complete:
 - Development of Final Design Report
 - Construction Plans and Specifications
 - Development of Operation and Maintenance Plan
 - Permitting
- Quarterly reporting on project status. (*Attached Form*)
- Three year maximum to apply for Phase III FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE III Submittal*.
- Update & Provide *Estimated FMDA Funding Allocation Worksheet* based on final operation plan.

Funding Level

The amount of FMDA Funds available for successful Phase III Applicants will be the lesser of:

- Total Eligible Funding, as determined from *Phase III FMDA Funding Calculation Spreadsheet*, less Funds awarded during Phase I and Phase II FMDA Funding.
- Project costs less other available funding sources.

FMDA Phase III Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION VII – Final Design Technical Criteria for Dams and Impoundments

The following summarizes technical requirements for eligibility for FMDA funding. The *Final Design Report* summarizing how the following considerations are met before FMDA funds can be used for project construction.

- **Engineering Design:** Structural and hydraulic design of all dams and impoundments considered for FMDA funding must be performed by a registered professional engineer of the State of Minnesota and/or North Dakota, depending on project location.
- **Hydrologic and Hydraulic Adequacy:** Dams and impoundments considered for FMDA funding must be sized in accordance the appropriate governing Dam Safety Rules for Minnesota or North Dakota, depending on the location of the proposed project location. These factors include, but are not limited to, the following:
 - Appropriate determination of Dam Safety Classification.
 - Appropriate capacity principal spillway and emergency spillway components based on Dam Safety Classification.
 - Appropriate capacity principal spillway and emergency spillway components based on Dam Safety Classification.
 - Ability of the proposed dam or impoundment to provide sufficient freeboard before overtopping based on Dam Safety Classification.
 - Erosion protection for dam or impoundment earthen embankments and spillways.
 - Adequate measures to control downstream channel erosion.
 - Considerations for sediment yield over the project life.
 - Site drawdown procedures for projects featuring gated storage.
- **Structural Stability:** The structural design of the proposed dams or impoundments must consider the following:
 - Gravity forces; Hydrostatic pressure; Uplift forces; Overturning moment; Resistance to sliding; Ice pressures; Earthquake forces; Slope stability including consolidation and pore pressures; Seepage collection or prevention; Foundation conditions including appropriate borings and determination of the strength of foundation materials; Specifications for materials of construction and their placement or installation; Adequate construction inspection to assure conformance with design assumptions; and Adequacy of the cofferdam, if any.

In addition to items listed above, the FMDA reserves the right to request additional information from the Project Sponsor for any other technical considerations relevant to the project.

Fargo-Moorhead Diversion Authority
Detention Funding
Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

CONCEPT BACKGROUND

1) Describe the general project purpose:

2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: _____

Storage Site ID: _____

3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

- 3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

- 4) Maximum Pool Depth: _____ Feet

- 5) Maximum Gated Pool Inundation Area: _____ Acres

- 6) Maximum Un-gated Pool Inundation Area: _____ Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

- 8) Are copies of the models used complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?
 Yes No

Explain naming conventions used for the proposed impoundments within the model:

FUNDING INFORMATION

- 1) Total Estimated Eligible FMDA Funding Amount: \$ _____
- 2) Total Requested Phase I Submittal Advancement Amount: \$ _____
(Not to exceed 5% of item No. 1 above)
- 3) Indicate Anticipated Funding Sources:

| FUNDING SOURCE | ANTICIPATED FUNDS AVAILABLE |
|------------------------------|-----------------------------|
| Federal | \$ _____ |
| State | \$ _____ |
| Regional/Joint Boards | \$ _____ |
| Local | \$ _____ |
| Other | \$ _____ |
| FMDA Amount | \$ _____ |
| Total | \$ _____ |

- 4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

PHASE I ESTIMATED FMDA FUNDING ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.

| | |
|---|----------------------|
| Fargo-Moorhead Diversion Authority Funding | |
| FMDA Funding Rate (8-Day Volume Removal) | \$ 400 Per Ac-Ft [1] |

| | |
|--|-----------------|
| Proposed Project Information | |
| Proposed Impoundment Funded 8-Day Runoff Volume Removed | |
| USGS Gage No. 05064500 (Red River at Halstad, MN) | [2] |
| USGS Gage No. 05054000 (Red River at Fargo, ND) | [3] |
| Total | [4] = [2] + [3] |

| | | | |
|--|-----|---|-----------|
| Maximum Eligible FMDA Funds | [5] | = | [1] × [4] |
| Max. Eligible FMDA Advancement Available for Phase I Activities | [6] | = | [5] × 5% |

Fargo-Moorhead Diversion Authority
Detention Funding
Phase II Submittal

Instructions:

- 1) Update and provide *Phase II FMDA Funding Allocation Worksheet* based on preliminary assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide Feasibility Study including Geotechnical Evaluation. (*Eligible Phase I Activities*)
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase II FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: (*Provide Location Map*)

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

PROJECT TECHNICAL/MODELING INFORMATION

1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

4) Maximum Pool Depth: _____ Feet

5) Maximum Gated Pool Inundation Area: _____ Acres

6) Maximum Un-gated Pool Inundation Area: _____ Acres

7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

8) Are copies of the models used complete the *Phase II Estimated FMDA Funding Allocation Worksheet* included?

Yes No

Explain naming conventions used for the proposed impoundments within the model:

LAND ACQUISITION/FINAL DESIGN FUNDING REQUESTS

- 1) Have impacted landowners been made aware of the proposed project?
 Yes No If yes, indicate any potential issues as concept develops:

- 2) How much area requires an easement agreement and/or to be purchased in order to implement the proposed project?

_____Acres _____% Complete To Date

- 3) Will FMDA Funds be requested to purchase land or acquire easements in order to implement the proposed project?
 Yes No If yes, indicate anticipated methods and amount requested:

- 4) Will FMDA Funds be requested for final design of the proposed project?
 Yes No

- 5) Do you understand that an funding for land acquisition and/or final design must be refunded in whole to the FMDA in the event that the project doesn't advance to Phase III Approval within three years?
 Yes No

FUNDING INFORMATION

1) Total Estimated Eligible FMDA Funding Amount: \$ _____

2) Total Requested Phase II Submittal Advancement Amount: \$ _____
(Not to exceed 90% of item No. 1 above)

3) Indicate Other Anticipated Funding Sources:

| FUNDING SOURCE | ANTICIPATED FUNDS AVAILABLE |
|---|-----------------------------|
| Federal | \$ _____ |
| State | \$ _____ |
| Regional/Joint Boards | \$ _____ |
| Local | \$ _____ |
| Other | \$ _____ |
| FMDA Phase I <i>(Previously Awarded)</i> | \$ _____ |
| FMDA Phase II & III | \$ _____ |
| Total | \$ _____ |

4) Is the Maximum Available FMDA Phase II Funds requested? Yes No

If no, indicate the amount requested for FMDA Phase II Funding: \$ _____

5) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

PHASE II ESTIMATED FMDA FUNDING ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
5. Indicate FMDA Funds expended during Phase I Eligible Activities in [6].
6. [7] indicates maximum potential FMDA Funding available for eligible Phase II activities.

| Fargo-Moorhead Diversion Authority Funding | |
|---|----------------------|
| FMDA Funding Rate (8-Day Volume Removal) | \$ 400 Per Ac-Ft [1] |

| Proposed Project Information | |
|--|---|
| Proposed Impoundment Funded 8-Day Runoff Volume Removed | |
| USGS Gage No. 05064500 (Red River at Halstad, MN) | <input style="width: 100%; height: 20px;" type="text"/> [2] |
| USGS Gage No. 05054000 (Red River at Fargo, ND) | <input style="width: 100%; height: 20px;" type="text"/> [3] |
| Total | <input style="width: 100%; height: 20px;" type="text"/> [4] = [2] + [3] |

| | | |
|--|---|-------------------------|
| Maximum Eligible FMDA Funds | <input style="width: 100%; height: 20px;" type="text"/> | [5] = [1] × [4] |
| FMDA Funds Advanced During for Phase I Activities | <input style="width: 100%; height: 20px;" type="text"/> | [6] |
| Max. Eligible FMDA Advancement Available for Phase II Activities | <input style="width: 100%; height: 20px;" type="text"/> | [7] = ([5] × 90%) - [6] |

Fargo-Moorhead Diversion Authority
Detention Funding
Phase III Submittal

Instructions:

- 1) Update and provide *Phase III FMDA Funding Allocation Worksheet* based on final Operation and Maintenance Plan for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide Final Design Report and Construction Plans and Specifications.
- 3) Provide copies of easement and/or purchase agreements for land acquired for the project.
- 4) Fill out this Application Form.
- 5) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 6) Provide models used to complete the *Phase III FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

PROJECT TECHNICAL/MODELING INFORMATION

1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

4) Maximum Pool Depth: _____ Feet

5) Maximum Gated Pool Inundation Area: _____ Acres

6) Maximum Un-gated Pool Inundation Area: _____ Acres

7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

8) Are copies of the models used complete the *Phase III Final FMDA Funding Allocation Worksheet* included?

Yes No

Explain naming conventions used for the proposed impoundments within the model:

FUNDING INFORMATION

1) Total Estimated Eligible FMDA Funding Amount: \$ _____

2) Total Requested Phase III Submittal Funding Amount: \$ _____

(Not to exceed item No. 1 above, less FMDA Funds expended in Phases I & II)

3) Indicate Other Anticipated Funding Sources:

| FUNDING SOURCE | ANTICIPATED FUNDS AVAILABLE |
|---|------------------------------------|
| Federal | \$ _____ |
| State | \$ _____ |
| Regional/Joint Boards | \$ _____ |
| Local | \$ _____ |
| Other | \$ _____ |
| FMDA Phase I & II <i>(Previously Awarded)</i> | \$ _____ |
| FMDA Phase III | \$ _____ |
| Total | \$ _____ |

4) Provide the estimated Month and Year in which each activity listed below will begin:

Bid Letting: _____

Construction Start: _____

Construction Completion: _____

PHASE III FINAL FMDA FUNDING ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
5. Indicate FMDA Funds expended during Phases I & II Eligible Activities in [6] and [7], respectively.
6. [8] indicates maximum potential FMDA Funding available for eligible Phase II activities.

| | |
|---|----------------------|
| Fargo-Moorhead Diversion Authority Funding | |
| FMDA Funding Rate (8-Day Volume Removal) | \$ 400 Per Ac-Ft [1] |

| | |
|--|---|
| Proposed Project Information | |
| Proposed Impoundment Funded 8-Day Runoff Volume Removed | |
| USGS Gage No. 05064500 (Red River at Halstad, MN) | <input style="width: 100%; height: 20px;" type="text"/> [2] |
| USGS Gage No. 05054000 (Red River at Fargo, ND) | <input style="width: 100%; height: 20px;" type="text"/> [3] |
| Total | [4] = [2] + [3] |

| | | | |
|--|---|-----|---------------------|
| Maximum Eligible FMDA Funds | <input style="width: 100%; height: 20px;" type="text"/> | [5] | = [1] × [4] |
| FMDA Funds Advanced During for Phase I Activities | <input style="width: 100%; height: 20px;" type="text"/> | [6] | |
| FMDA Funds Advanced During for Phase II Activities | <input style="width: 100%; height: 20px;" type="text"/> | [7] | |
| Max. Eligible FMDA Funds Available for Phase III Activities | <input style="width: 100%; height: 20px;" type="text"/> | [8] | = [5] - ([6] + [7]) |



US Army Corps
of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

18 Feb 2025

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 100% complete. Partial turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

4 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 73% complete. Construction completion date is 29 April 2026. Tainter gate #3 delivery and bay 3 winter enclosure construction ongoing. Concrete placements in January for approach apron and dam walls.

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. OMRRR manual will be finalized once MFDA provides comments.

7 Southern Embankment – Reach SE-2A - Construction

Construction is 76% complete but continues to be behind schedule. Scheduled completion date of 13 October 2024 was not met. Revised schedule and completion date pending.

8 FY2024 Contract Awards:

OHB Ring Levee: Awarded 22 February and is 12% complete. Contract completion date is 24 September 2025.

Reach SE-1B: Awarded 27 February and is 29% complete. Contract completion date is 13 March 2026.

Reach SE-2B: Awarded 11 March and is 37% complete. CR 16 is open for winter. Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is preparing lands for additional planting next season.

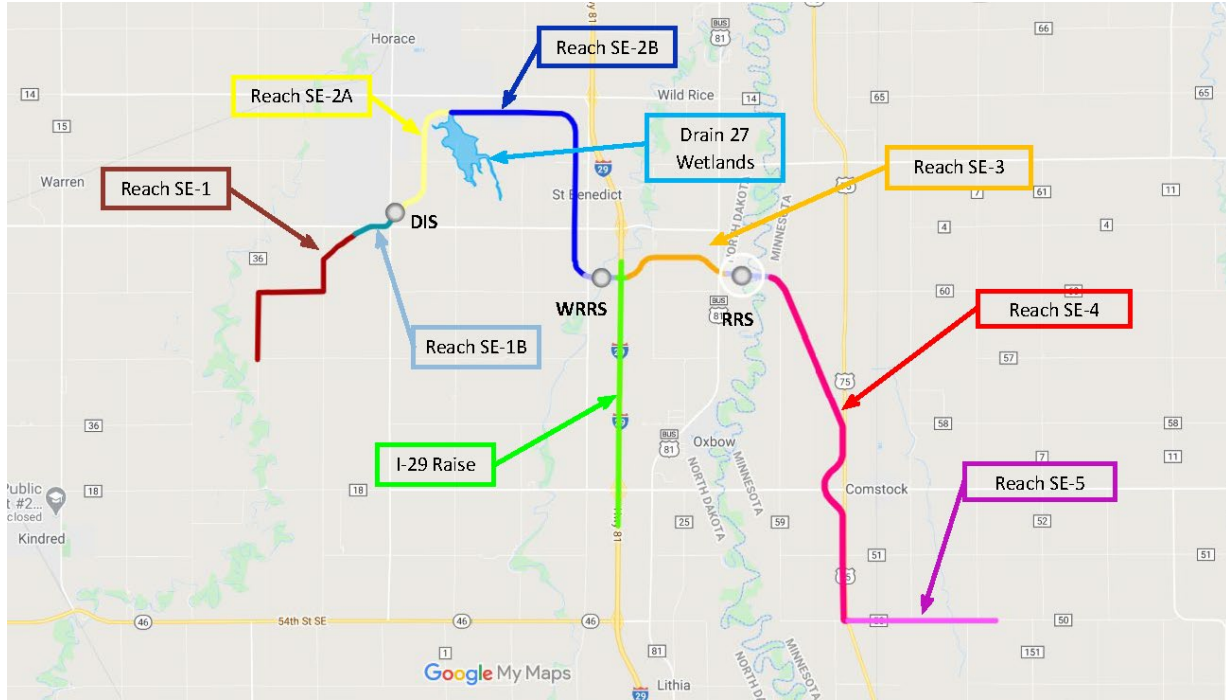
Reach SE-4: Awarded 28 May and is 5% complete. Contract completion date is 3 June 2026.

9 FY25 Contract Awards:

SE-3: Awarded 2 January 2025. Contract completion date is 11 September 2026.

SE-5: Contract was awarded on 30 January 2025 to BCSS, LLC of Tempe, AZ for \$10,097,097.

Forest Mitigation #2: Bids were received 6 February - award pending.



Fargo-Moorhead Metro FRM – Federal Work/Southern Embankment and Control Structures

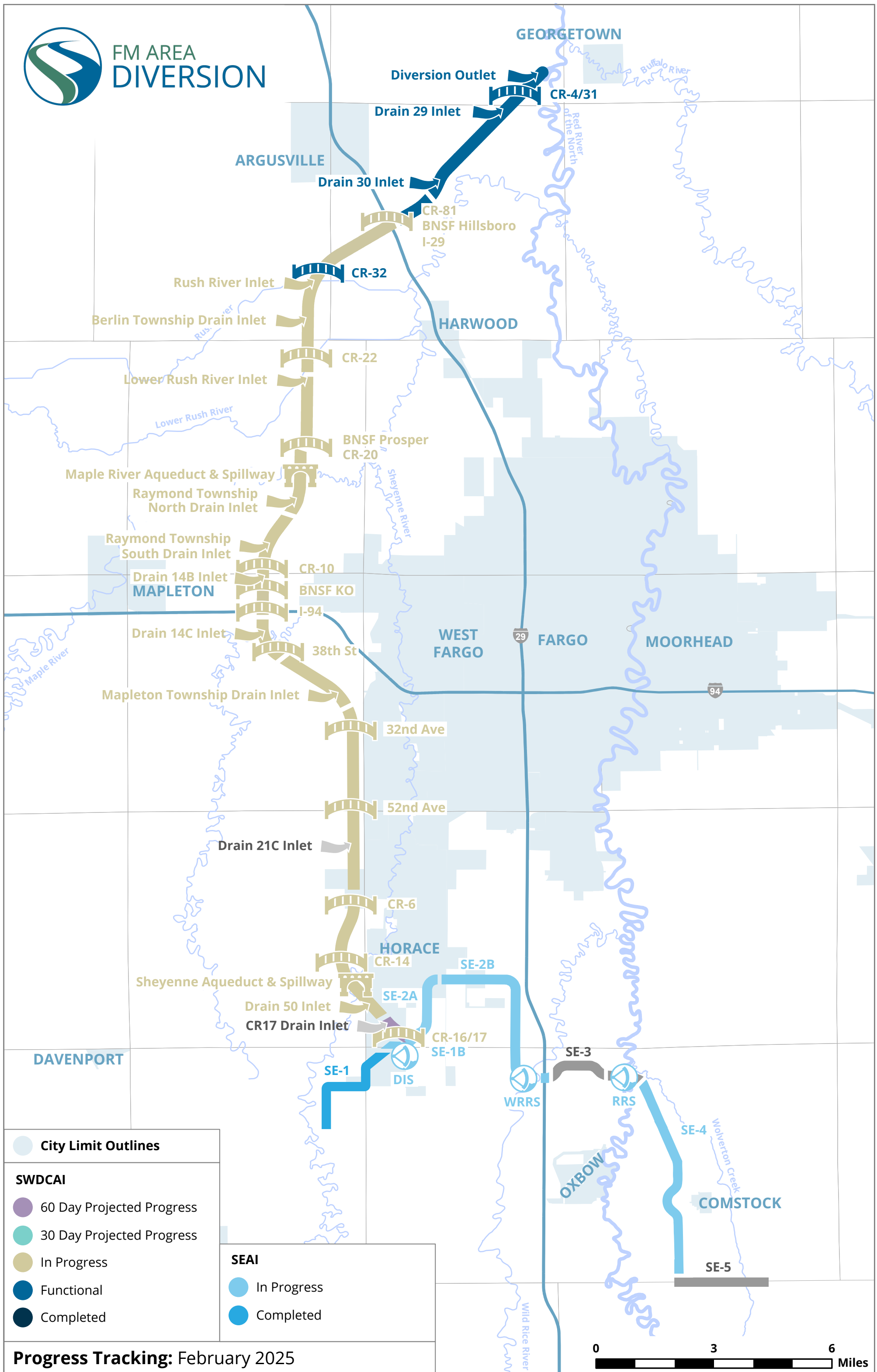
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



FM AREA DIVERSION

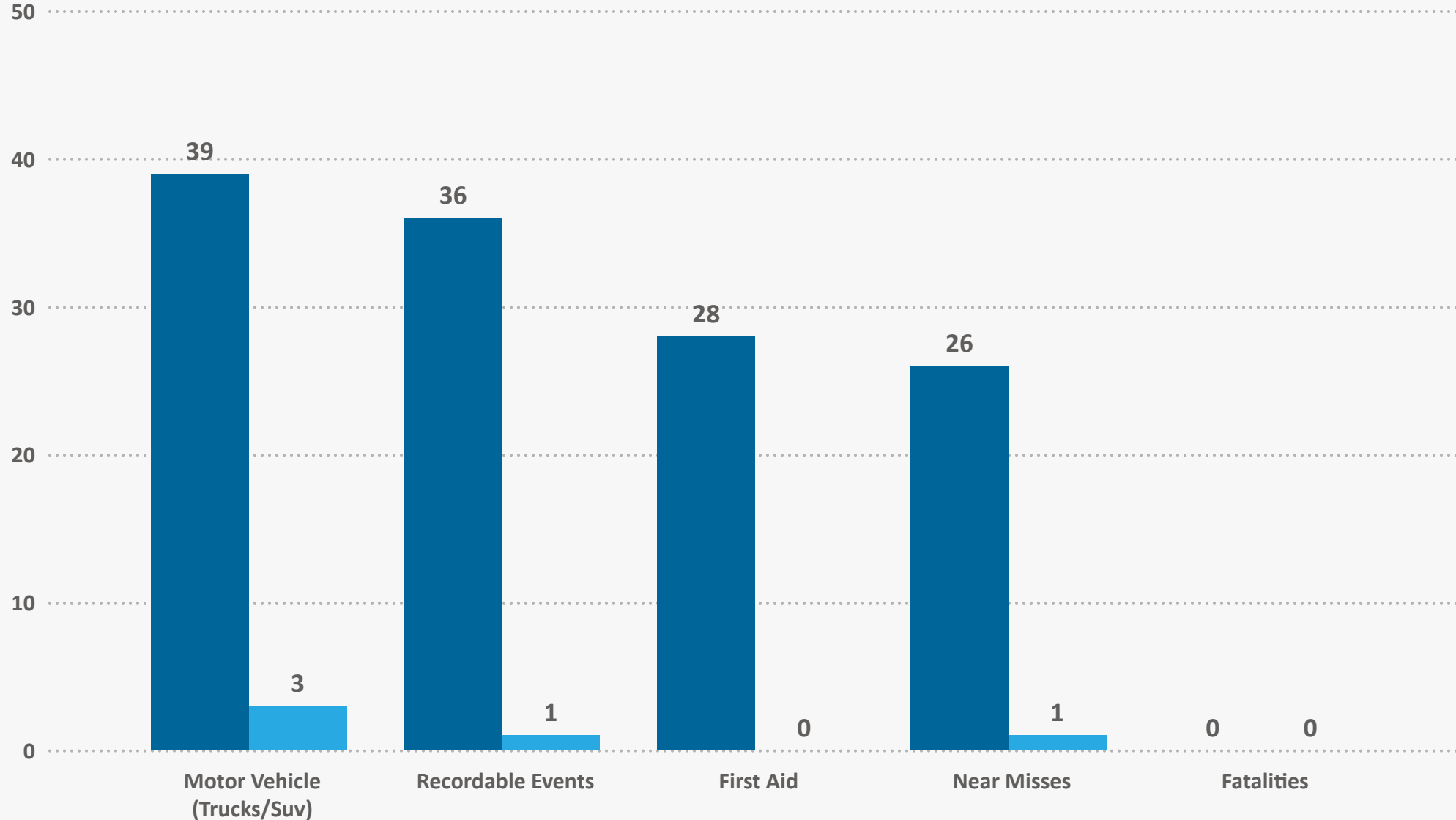


FM Area Diversion Safety Statistics - January 2025

Current Reporting Period: January 1 - January 31

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 JANUARY 2025

Issue Date – February 19, 2025

PROGRESS

Construction of the SWDCAI is approximately 58%¹ complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below.

- **General:** Work project wide has been constrained this period by adverse weather.
- **Aqueducts:** Maple River Aqueduct – Formwork to walkway section 3 piling driven for wingwall #8; rebar installed to wingwalls #7 and south flume walkway; piling driven to wingwall #6 and concrete placed wingwall #5 section 3 and section 3 of overhead walkway. Sheyenne River Aqueduct – Epoxy coated rebar and formwork installed to section 2 and section 4 of flume floor foundation.
- **Stormwater Diversion Channel:** Main channel excavation to Reaches 10, 11 and 13.
- **Interstate Crossings:** Work to both Interstate Crossings is shut down for the Winter.
- **County Road Crossings:** CR 81 Crossing: formwork and concrete poured to south abutment wingwalls; concrete placed pier column #2. CR22 Crossing: preparations for winter working on formwork. 38th St Crossing: formwork and rebar for vehicle barrier. 52nd Avenue Crossing: remedial work to pier caps; girders placed. CR 6 Crossing: formwork to pier #1 and #2 pier caps. CR 14 Crossing: piling at east abutment and pier cap #2; concrete placed at pier #1. CR 16/17 Crossing: Currently, on hold
- **Hydraulic Structures:** Drain 30 Drain Inlet: topsoil placement. Raymond North Township Drain Inlet: excavation for reinforced concrete pipe placement and downstream headwall. Drain 14B Drain Inlet: formwork installed to upstream and downstream headwalls. Drain 14C Drain Inlet: piling to north abutment, south abutment of maintenance bridge.
- **Diversion Outlet:** RRVA has submitted a Design Change for the nonconforming boulder size and placement.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: pile driving to piers #2 and #6; concrete placed in pier cap #3; formwork to pier #4. BNSF Prosper Railroad Crossing: installation of lag bolts for girders. BNSF K.O. Railroad Crossing: driving H-piles to piers #3 and #5; and batter piles to pier #3.
- **Roadways:** no activity this period
- **Authority Administration Building (AAB):** no construction work this period.

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 – RRVA's proposed permanent replacement the D&C Contractor's Construction Quality Manager has been approved.

Significant preparation is ongoing for the first Interim Completions.

Large amounts of staff time are taken up with correspondence exchange.

Disputes

The following disputes have been referred to the Technical Dispute Review Board:

¹ Note: Overall Percent Complete is based on the RRVA September PSSU submitted on December 15, 2024, and is calculated based on Earned Value (EV).

| 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 ² ; 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 |

The Technical Dispute Review Board was paused pending a decision from the North Dakota Attorney General concerning open or closed meetings.

Following receipt of the North Dakota Attorney General’s decision on January 10, 2025, that meetings by the Dispute Resolution Boards are required to be open to the public, all members of the Technical Dispute Resolution Board resigned. It is anticipated that members of the Financial Dispute Resolution Board will follow suit.

The Authority and the Developer are seeking replacement members from the Alternative Dispute Resolution community; however, so far it has proven challenging to find people from that community prepared to engage in the highly unusual approach to conduct Alternative Dispute Resolution meetings in public.

COMMERCIAL

Compensation and Relief Events

By the end of January 2025, RRVA had submitted notices of 32 (thirty-two) Compensation Events and 2 (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 (twenty-three) Authority-initiated change requests (ACRs) through the end of the reporting period with 2 (two) pending issue by the Authority. 12 (twelve) have been agreed to and progressed to agreed-upon change orders, totaling a cost to the Authority of \$8,355,700.38 and a credit to the Authority of \$950,000. 3 (three) ACRs were withdrawn, and 6 (six) are pending negotiation with RRVA. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

² The Developer and the Authority has entered into a ‘without prejudice’ agreement, and an extension thereto, for the Developer to incorporate epoxy-coated reinforcing steel into those structures that do not yet have Released For Construction Documents.

There have been 55 (fifty-five) developer-initiated change requests (DCRs) through the end of the reporting period. 34 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority. 1 (one) is pending negotiation with RRVA. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

PROJECT CONTROLS

Schedule

The Developer submitted the twenty-seventh Project Status Schedule (PSSU) update on or about January 15, 2025, for the month of December 2024 (01-Jan-25 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 4,179 changes to the previous PSSU, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is March 17, 2027, which is the same as the November 2024 PSSU Project Substantial Completion Date. The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026 – a difference of 167 days from the December 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. This work will continue throughout the remainder of the construction period.

Invoicing and Payment

BNSF has submitted 80 invoices, which have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 75 of the 80 were paid for a total of \$7,453,774.79. 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 Developer 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 like manner.

Payments to RRVA

ACR002 Milestone 2 was paid for a total of \$281,600.00.

The following table includes all payments to RRVA to date:

| Totals to date | Amounts | Notes |
|-------------------------|-----------------------|--------------------|
| Pay Units | \$0.00 | (See Attachment E) |
| ACRs | \$4,631,760.06 | (see Attachment C) |
| DCRs | \$3,712,553.80 | (See Attachment D) |
| DRB Members (50% share) | \$21,587.50 | |
| Total | \$8,365,901.36 | |

Other:

The following invoices are forecast³ to be submitted in 2024 & 2025:

| Invoice Name | Pay Unit # | Forecasted Payment Date | Invoice Amount |
|---|------------|-------------------------|-------------------------|
| Construction of the BNSF Prosper Subdivision Line Crossing Shoofly Pay Unit | 32 | Feb-2025 | \$3,195,335.00 |
| Construction of the BNSF KO Subdivision Line Eastbound Crossing Shoofly Pay Unit | 35 | Feb-2025 | \$3,472,708.00 |
| Construction of the BNSF KO Subdivision Line Westbound Crossing Shoofly Pay Unit | 38 | Feb-2025 | \$3,472,708.00 |
| Construction of the BNSF Hillsboro Subdivision Line Crossing Shoofly Pay Unit | 29 | Feb-2025 | \$4,249,352.00 |
| Drain 29 Inlet Pay Unit | 11 | Feb-2025 | \$1,717,383.00 |
| Drain 30 Inlet Pay Unit | 12 | Feb-2025 | \$3,193,006.00 |
| CR 32 Crossing Pay Unit | 26 | Mar-2025 | \$8,327,806.00 |
| CR 20 Crossing Pay Unit | 55 | Mar-2025 | \$6,484,885.00 |
| Berlin Township Drain Inlet Pay Unit | 14 | Jul-2025 | \$4,258,118.00 |
| Channel Reach 03 Pay Unit | 4 | Aug-2025 | \$16,776,000.00 |
| Diversion Outlet Pay Unit | 1 | Aug-2025 | \$7,344,833.00 |
| Channel Reach 01 Pay Unit | 2 | Aug-2025 | \$14,590,302.00 |
| CR 10 Crossing Pay Unit | 54 | Sep-2025 | \$6,584,740.00 |
| CR 22 Crossing Pay Unit | 25 | Sep-2025 | \$5,986,779.00 |
| 38th Street West Crossing Pay Unit | 57 | Sep-2025 | \$6,507,075.00 |
| Channel Reach 04 Pay Unit | 5 | Sep-2025 | \$27,560,256.00 |
| BNSF Prosper Subdivision Line Crossing Pay Unit | 33 | Sep-2025 | \$8,416,565.00 |
| I-29 Northbound Crossing Pay Unit | 21 | Sep-2025 | \$11,123,724.00 |
| Channel Reach 08 Pay Unit | 9 | Sep-2025 | \$23,266,525.00 |
| I-29 Southbound Crossing Pay Unit | 22 | Sep-2025 | \$11,123,724.00 |
| Channel Reach 05 Pay Unit | 6 | Oct-2025 | \$16,886,949.00 |
| Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements Pay Unit | 28 | Oct-2025 | \$9,014,526.00 |
| Channel Reach 02 Pay Unit | 3 | Oct-2025 | \$23,787,986.00 |
| Removal of the BNSF Prosper Subdivision Line Crossing Shoofly outside of BNSF ROW. Pay Unit | 34 | Oct-2025 | \$1,275,915.00 |
| 32nd Avenue West Crossing Pay Unit | 56 | Oct-2025 | \$6,484,885.00 |
| Technical DRB Lead (50%) (estimate) | | Sep-2024 | \$5,200.00 |
| Financial DRB Lead (50%) (estimate) | | Sep-2024 | \$3,125.00 |
| | | Total | \$235,110,410.00 |

³ From the November 2024 PSSU submitted on January 15, 2024.

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 continued general inspections throughout the ROW, Local Drainage inspections to ensure ditches and culverts are free from debris and ice jams, and Interim Completion Element inspections. RRVA O&M have generally taken a more active role in interim completion of BU's.

Safety

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

- 1/2/2025 ASN - Reach 13, employee was scooping material with an excavator when frozen soil fell from the bucket and struck the lower front of the windshield causing a spider crack.
- 1/6/2025 ASN - New Safety Director, Gary Tellish, onboard.
- 1/6/2025 ASN - Reach 11, employee was using a wedge bar to remove dirt from a Cat Scraper, and he felt like he pulled his right shoulder muscle, he felt fine after ten minutes and denied medical treatment.
- 1/7/2025 ASN's HSS system sent an Incident Notification (2025-01-07 001). Notification was for training purposes and no incident had occurred.
- 1/8/2025 ASN - BNSF Hillsboro Crossing, employee stated that his supervisor slammed the door of the tele-handler he was in, and the grab bar of the door struck his left kneecap and pushed it to the side.
- 1/8/2025 ASN - Reach 11, employee was moving a tractor with a K-Tec scraper attached through the laydown area when the employee took a sharp turn and made contact with another K-Tec scraper which did not have an operator in the tractor at the time. Damage was reported on both scrapers, no injuries reported.
- 1/13/2025 ASN - Employee in a company truck was sitting at a stoplight heading east in the intersection of 40th Ave S and 36th St S when a third-party vehicle lost control on ice and contacted his vehicle causing minor damage to rear driver's side. No injuries were reported.
- 1/14/2025 ASN - Employee driving light duty vehicle was travelling on I-94 when something fell off a semi in front of them and it bounced up off road and hit the front driver's side bumper causing damage.
- 1/15/2025 Meyer Contracting - Maple River Aqueduct, employee left arm was pinched between two forms during the installation processes causing his arm to break. Was taken to the hospital and kept overnight for surgery the following morning. Meyer reported this incident to OSHA.
- 1/16/2025 ASN - Drain 14C Maintenance Bridge, employee was chipping ice around a light plant and cut a 220-volt power cord resulting in loss of electricity to job trailer. No injuries were reported.
- 1/17/2025 ASN - All Hand Safety Meeting held at Maple River Aqueduct's equipment yard.
- 1/22/2025 ASN - Reach 11, survey employee slipped on ice that was covered by snow. As the employee fell, he contacted his right knee, tried to brace himself with GPS rod and ended up falling over hitting his right shoulder. Employee said there was soreness to his right knee, right shoulder and to his right side of hip. The employee denied medical treatment.
- 1/23/2025 ASN - Sheyenne River Aqueduct, employee bruised his right knee, right side of his hip and suffered scraped palms on both hands when he tripped on a red lacing pipe in front of the office trailer, the pipe was covered in snow. The employee denied medical treatment.
- 1/25/2025 ASN - 38th St W Crossing, the door of the skid steer on site was not fully latched overnight and the wind swung it open causing the windshield to shatter.

- 1/26/2025 ASN - Reach 10, employee traveling loaded on the left EMB when the tractor hit a frozen chunk jarring the operator. Employee experienced pain and numbness in his right arm. The employee was taken to the medical center where he was discharged with no treatment.
- 1/27/2025 ASN - Employee was driving a company truck on 40th Ave W, West Fargo when the studs on the rear passenger side tire broke causing the tire to detach and fall off. No injuries were reported, or damage to the rear passenger wheel well.
- 1/28/2025 ASN - Sheyenne River Aqueduct, Employee was cutting with a cutting-torch and a piece of slag fell into his welding gloves causing superficial burn. Superficial burn on right wrist above the hand size of a BB. The employee denied medical treatment.

Testing

The number of tests carried out by the PMC by type for January are as follows: Atterberg (15); concrete cylinders (61); density testing compliance checks (173); field notes (40); hydrometer (15); Proctor (15);

Survey GIS

No survey compliance checks were conducted in January due to the sub-zero temperatures throughout the month.

Cass County Monitoring of County Bridges (by HMG) (27) Field Reports submitted.

HMG had presented one monitor on site at least once at each bridge location per day during the month of January.

Daily Observations/Compliance Check

The PMC team conducted on behalf of the Authority: (825) observations in the January 2024 reporting period; (76) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents. (59) related punch list items and (5) issues were noted that the Contractor was able to resolve readily.

UTILITIES:

Design summary by Utility submittals:

- All 61 required Preliminary Design Reports (PDRs) and 79 Final Design Reports (FDRs) are approved.
- 96% of Construction Document (CD) submittals, 80 of 83 total for utility relocations, have been approved.
- 98.7% (220 of 223) of the total anticipated utility design submittals (PDR, FDR & CD) have been approved.
- 80 sets of RFC Documents have been approved for 102 Utility Buildable Units (BUs). This is 97% of the 105 utility BUs in RRVA's scope of work.
- 107 Inspection and Test Plans (ITPs) have been approved for Utility activities.
- 51 shop drawing submittals for Developer managed Utility relocations are approved.

Overall, 31 of 108 identified utility conflicts (29%) have all work including HDD void grouting and removal of abandoned facilities completed, 16 relocations and 15 removals only BUs.

Adjustments for only 2 of the 14 overhead electric transmission lines crossing the channel ROW are complete; Otter Tail Power (OT1) 115 kV line to remain in place and the Xcel Energy (XE3) 230 kV line south of 32nd Ave W.

Relocations for 54 of the 61 utilities to be constructed under the channel are tied-in or cut over.

To date 34 HDD installations have the voids grouted on both the entry and exit sides.

SUBMITTALS

The following is a summary of submittals for the P3 project:

| Submittal | Reporting Period | To Date |
|--|------------------|---------|
| Submittals received for review and comment | 86 | 3,373 |
| Reviews carried out* | 84 | 3,276 |
| Submittals returned with no comment | 42 | 1,118 |
| Submittals in review with the Authority | 37 | n/a |
| Submittals back with RRVA for resubmission | | 270 |
| rejected as incomplete | 8 | 91 |
| rejected with comments | 19 | 14 |
| number of comments | 5,088 | 23,460 |
| CDS returned with no comments | 0 | 175 |
| RFC documents | 6 | 174 |
| relating to utility relocations | 0 | 77 |
| RFCs back in redesign | 1 | 37 |
| Redesigned once (RFC1) | 1 | 27 |
| 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.

The three ICEs relating to the BNSF Shooflies were in a second review cycle with the Authority in January 2025, these were certified in early February.

TECHNICAL

Design Review

Progress continues to be made with submittal, review, and completion of design documents.

- Developer target of design completion in August 2024 has yet to be achieved. Remaining design packages are predominantly “small” project components focusing on Access and Security associated with the project site.
- Design revisions, albeit minimal, continue this reporting period. Revisions are classified as “major” or “minor” depending on the magnitude and complexity of change. The number of changes to the original Released for Construction documents that have been made are comparable to other programs of this scope and magnitude.
- Anticipated receipt of revised Aqueduct re-designs incorporating meanders in the engineered channel have not yet been received. Resolution to this long-debated item was achieved in November with target delivery by the Developer in December, but still not received. Delay in receipt is solely the responsibility of the Developer.
- Concerns raised by the Developer to their internal delivery team (ASN) regarding ability to perform contractually required maintenance on both the Sheyenne and Maple Aqueducts became more focused this reporting period. Ongoing discussions with the Authority and Agencies took place. Options are being prepared by the Developer including redesign and operational protocols to allow for maintenance to be completed per

the project agreement. This is entirely a Developer issue, which appears not to have been thoroughly vetted by their Operations team during the design phase.

- Positive progress continues with the Authority Administration Building. Coordination with City and County Commissions, Agencies and Departments is well underway. Anticipated design completion in spring of 2025 with construction initiation to proceed immediately following.
- FDR for re-design of the specific elements of the Diversion Outlet is awaited after IDR comments were returned to the Developer in mid-January.

Agency Coordination

Agency specific coordination including initial design review and design change review continues this reporting period. Bi-weekly and as required meetings are being held with the following agencies.

- NDDOT
 - No significant concerns this reporting period
 - Standing coordination meetings with NDDOT continue.
 - There are no technical issues or concerns to report currently.
 - Ongoing coordination underway in the event modifications need to be made to address winter conditions in work zones (inactive)
- Cass County
 - No significant concerns this reporting period
 - Standing coordination meetings with Cass County continue.
 - There are no technical issues or concerns to report currently.
- BNSF
 - Standing coordination meetings with BNSF continue.
 - Coordination and communication with BNSF leadership and staff remains good.
 - Resolution of clarifications, questions and minor revisions has been accomplished with minimal issue.

Challenges

- Modification of Aqueducts to provide ability to comply with maintenance requirements
- Developer incorporation of comments in the H&H model
- Diversion Outlet redesign review by agencies.

Successes

- Continued positive progress on development of Authority Administration Building (AAB)
- Receipt of initial Interim Completion Packages seen this reporting period. Technical content appears to be well organized and missing minimal components. This is significant as this step is the first of several which will confirm parts of the project are “substantially complete”

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 redesign by RRVA |

The following table summarizes Nonconformances that trigger Noncompliance Points (NCPs) through January 31, 2025. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

| Summary of points as of January 31, 2025 | Number of Nonconformances | Max NCPs | Recommended NCPs | Assessed NCPs |
|--|---------------------------|----------|------------------|---------------|
| Assessed Noncompliance Points | 57 | 1407 | 551 | 482 |
| Pending NCPs for Cured Nonconformances | 0 | 0 | 0 | 0 |
| Pending NCPs for Uncured Nonconformances | 11 | 3661 | 2733* | 0 |

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

ENVIRONMENTAL

Environmental Compliance

2024 Section 404 Permit Special Condition M: The Developer has concluded it will reconstruct the Rush River Inlet to the RFCs in Spring 2025. The Authority submitted the required documentation to USACE on December 11, 2024, to satisfy Special Condition M for the Rush River Inlet; comments were received from USACE on January 8, 2025, and the Authority’s response was submitted back to USACE on January 30, 2025; awaiting approval from USACE at month’s end (approval was received on February 12, 2025). When appropriate, similar documentation is required for both the Sheyenne and Maple River Aqueducts.

Permanent native vegetation planting occurred during this construction season in 2024. 3,508 trees were planted, and 1,077 acres of native grasses were seeded in Reaches 1, 2 and 3 during 2024; planting/seeding work is suspended until conditions allow sometime in spring 2025 this year.

Permits

| Open/Applied For | Closed | Total |
|------------------|--------|-------|
| 79 | 312 | 391 |

2024 404 Permit – RRVA has requested associated GIS files; none were provided by USACE for the minor changes at the Diversion Channel and this is under discussion with USACE as there is a calculation error in the 404 Permit in the approximate amount of five (5) acres. This will be discussed with RRVA upon conclusion of discussions with USACE.

Sheyenne River Sovereign Lands Permit - RRVA submitted their supplemental information on October 6, 2024, and we are awaiting NDDWR’s issuance of the permit. RRVA informed the Authority, during the January 14, 2025, Environmental Biweekly meeting, that NDDWR is waiting for resolution of the maintenance method at the Sheyenne River Aqueduct before issuing this permit.

Cultural Monitoring

No cultural monitoring occurred due to weather conditions; it is expected to resume sometime in Spring 2025 with work at Site 14/TR-9 (Sheyenne Aqueduct area (stump grinding) and at Site 2 (utility removal), provided weather conditions allow.

Mussel Salvage

The Authority requested RRVA's draft RFP for mussel and fish salvage and anticipate receiving it in the next month or two.

Spills, Contamination and Hazardous Materials

A petroleum spill of approximately 7 gallons in Reach 12 occurred on January 3, 2025 and follow-up actions and documentation made. All spills are reported to NDDEQ and cleaned up accordingly.

Environmental Nonconformances (NCRs)

Two NCRs were closed this month:

- NCR-00341 Site 16 – Non-Monitored Ground Disturbance was closed on 28-Jan-25.
- 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; a close request was submitted this month and was closed on 14-Jan-25.

RESILIENCE AND SUSTAINABILITY

Resilience

The Resilience 2023 Annual Report was closed this month and the 2024 Annual Report was received at month's end and is under review.

Appendix M Proposal Commitments:

- The Monthly Status Updates (MSUs) for January 2024 through December 2024 remain rejected incomplete.
- A letter responding to RRVA's December 2, 2024, letter was issued. Although Appendix M Proposal Commitments remain an issue, progress is being made. Upon completion of the 2024 Annual Report review, as well as the submittal of an update to the Resilience Program Plan, which RRVA has stated will be made in February, staff should be able to analyze what Commitments are not being met or only partially being met; this will allow staff to prepare a recommendation to the Authority.

Sustainability

- RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. No monthly Sustainability update meeting was held this month.

FEDERAL COMPLIANCE

Reporting

Staff worked with the Developer to develop a more efficient and concise report for the 2024 FRC Annual Report, which was submitted on January 31, 2025, and is under review.

Davis Bacon

Certified payrolls for 2024 were reviewed with some comments made which indicates a lack of quality control process when sending these to us, although the submittals are much improved from 2023.

EMPLOYEE APPRENTICESHIP PROGRAM

The Employee Apprenticeship Program (EAP) 2024 Q4 Report was received, reviewed and accepted in early February. The 2024 EAP Annual Report was received on January 31, 2025, and comments sent back, mostly regarding clarifications of subcontractors' information.

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 ⁴ | BU % complete – see footnote ⁵ |
|--|--|------------------|----------------------------|---|---|
| Buildable Unit Group - Aqueducts | | | | | |
| A51 | Maple River Aqueduct Flume/Conduit Structure | 710+17 | Active | Concrete in Wingwalls 1,2,3, 4, 5, 6, 7, &8 Concrete in West Abutment Concrete in Flume Walls ongoing Drove H-Piles in Wingwalls 1,2,3,5,6,7, & Drove Sheet piles in Wingwall 1,& 2 Backfill between the wingwalls | 54.0% |
| A52 | Maple River Aqueduct Spillway | 710+17 | Not Started | No work during reporting period | 41.6% |
| A53 | Maple River Aqueduct Engineered Channel | 710+17 | Not Started | No work during reporting period | 22.5% |
| A56 | Sheyenne River Aqueduct | 1477+50 | Active | Structural excavation H-pile installation in wing walls 1,2, 3, & 4 Installed pile tension anchors and studs Flume foundation formwork & rebar installation Concrete in flume foundation | 22.4% |
| Buildable Unit Group – Local Drainage | | | | | |
| CR1 | Local Drainage in Rush River WRD - Reach C01 | 41+70 to 219+29 | Active | Final grading activities | 41.1% |
| CR2 | Local Drainage in Rush River WRD - Reach C02 | 219+29 to 302+00 | Active | Final grading activities, connection of Drain 30 to new inlet | 67.8% |
| CR3 | Local Drainage in Rush River WRD – Reach C03 | 302+00 to 428+53 | Active | Ditching and grading | 48.3% |

⁴ Status and progress are as observed by the PMC

⁵ Note: Buildable Unit Percent Complete is based on the RRVA November PSSU submitted on January 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.

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|---|---|--------------------|-----------------------------------|---|---|
| CR4 | Local Drainage in Rush River WRD - Reach C04 | 428+53 to 576+00 | Active | Ditching and grading | 81.0% |
| CM1 | Local Drainage in Maple River WRD – Reach C05 | 576+00 to 655+00 | Active | Ditching and grading | 91.7% |
| CM2 | Local Drainage in Maple River WRD – Reach C06 | 655+00 to 762+77 | Active | Ditching and grading | 38.1% |
| CM3 | Local Drianage in Maple River WRD – Reach C07 | 762+77 to 859+53 | Active | Ditching and grading | 71.8% |
| CM4 | Local Drainage in Maple River WRD – Reach C08 | 859+53 to 912+00 | Active | Ditching and grading | 33.0% |
| CM5 | Local Drainage in Maple River WRD – Reach C09 | 912+00 to 968+00 | Active | Ditching and grading | 72.8% |
| CS1 | Local Drainage in Southeast Cass WRD - Reach C10 | 968+00 to 1080+28 | Active | Ditching and grading | 90.0% |
| CS3 | Local Drainage in Southeast Cass WRD - Reach C12 | 1235+72 to 1327+00 | Active | Ditching and grading | 67.1% |
| CS4 | Local Drainage in Southeast Cass WRD - Reach C13 | 1327+00 to 1554+59 | Active | Ditching and grading | 65.4% |
| CS5 | Local Drainage in Southeast Cass WRD – Reach C14 | 1554+59 to 1571+70 | Not Started | | |
| Buildable Unit Group - Diversion Channel | | | | | |
| 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 | Continued final grading and topsoil placement on going as winter conditions allow. | 86.1% |
| C02 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02 | 219+29 to 302+00 | Active | Channel excavation with material being placed in the EMB, demolition of CR4 material being stockpiled for future laydown yards. | 90.3% |
| C03 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03 | 302+00 to 428+53 | Active | Final grading as needed and ongoing as winter conditions allow. | 80.3% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|--|---|--------------------|-----------------------------------|---|---|
| C04 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04 | 428+53 to 576+00 | Active | Final grading as needed and ongoing as winter conditions allow. | 70.4% |
| C05 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05 | 576+00 to 655+00 | Active | Final grading as needed and ongoing as winter conditions allow | 86.4% |
| C06 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06 | 655+00 to 762+77 | Active | Final grading as needed and ongoing as winter conditions allow. | 42.1% |
| C07 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07 | 762+77 to 859+53 | Active | Continued Main Channel excavation and EMB placement | 72.4% |
| C08 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08 | 859+53 to 912+00 | Active | Continued Main Channel excavation and EMB placement | 42.7% |
| C09 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09 | 912+00 to 968+00 | Active | Continued Main Channel excavation and EMB placement | 59.4% |
| C10 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10 | 968+00 to 1080+28 | Active | Continued Main Channel excavation and EMB placement; Topsoil stripping as needed | 59.9% |
| C11 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11 | 1080+28 to 1235+72 | Active | Continued Main Channel excavation and EMB placement; Topsoil stripping as needed. | 36.1% |
| C12 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12 | 1235+72 to 1327+00 | Active | Continued Main Channel excavation and EMB placement; Topsoil stripping as needed | 37.4% |
| C13 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13 | 1327+00 to 1554+59 | Active | Continued Main Channel excavation and EMB placement; Topsoil stripping as needed | 56.4% |
| C14 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14 | 1554+59 to 1571+70 | Active | Minor activities as needed in preparations for H-pile driving. | 47.0% |
| Buildable Unit Group - Hydraulic Structures | | | | | |
| S08 | Drain 29 Inlet | 27+63 | Active | No work during the reporting period. | 81.7% |
| S16 | Drain 30 Inlet | 213+75 | Active | Connection works with existing drain are on-going | 88.4% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | BU % complete – see footnote ⁵ |
|--|--|-------------------|-----------------------------------|--|--|
| S09 | Rush River Inlet | 431+75 | Hold | Site on hold waiting for Spring so re-work can commence | 69.6% |
| S10 | Lower Rush River Inlet | 578+50 | Active | No work during reporting period | 81.4% |
| S03 | Berlin Township Drain Inlet | 492+84 | Active | No work during reporting period | 84.6% |
| S04 | Raymond Township North Drain Inlet | 756+00 | Active | No work during reporting period | 20.5% |
| S32 | Raymond Township South Drain Inlet | 793+00 | Active | No work during reporting period | 84.2% |
| S33 | Drain 14B Inlet | 856+00 | Active | Structural excavation Reinforced concrete pipe installation and backfill Install upstream and downstream headwall formwork and reinforcement Concrete in Headwall Structures. | 47.9% |
| S34 | Drain 14C Inlet | 929+30 | Active | No work during reporting period, currently plug cannot be removed | 82.3% |
| S15 | Mapleton Township Section 24 Drain Inlet | 1078+00 | Active | No work during reporting period | 79.6% |
| S55 | Mapleton Township Section 9 Drain Inlet | 929+00 | Complete | Complete | 90.7% |
| S74 | Drain Inlet associated with CR17 | 1548+00 | Not started | ASN took delivery of reinforced concrete pipe | 15.6% |
| Buildable Unit Group - Diversion Outlet | | | | | |
| O00 | Diversion Outlet Structure | 27+63 to 41+70 | On Hold | ASN has submitted the RFCs for a revision stemming from the boulder placement dispute. | 95.5% |
| Buildable Unit Group - Roadways | | | | | |
| R19 | 25th St. Connection Parcel 2368 | 160+00 LT | Active | Complete | 91.4% |
| R20 | 27th St. Connection to CR81 | 300+00 LT | On Hold | No work during reporting period | 93.4% |
| R21 | 35th St. SE to Parcel 938 | 802+00 RT | On Hold | No work during reporting period | 79.3% |
| R22 | 37th St. SE, East of Diversion Channel | 905+00 LT | On Hold | No work during reporting period | 90.7% |
| R23 | 37th St. SE, West of Diversion Channel | 905+00 RT | On Hold | No work during reporting period | 89.6% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | BU % complete – see footnote ⁵ |
|----------------|--|------------------------|----------------------------|--|---|
| R65 | 15th St. SW from CR 8 to 32nd Ave. W | 1146+00 LT | Not Started | No work during reporting period | 22.7% |
| R24 | 169th Ave. SE Connection to Landlocked Parcel 2363 | 350+00 LT | On Hold | Signage installation completed | 87.6% |
| R26 | 172nd Ave. SE Connection to realigned CR4 | 114+00 RT | On Hold | Signage installation completed | 83.8% |
| R18 | 24th St. SE Connection to realigned CR4 | 100+00 RT | On Hold | Signage installation completed | 84.0% |
| M11 | County Road 4/31 Crossing (Bridge) | 86+91 | On Hold | Complete. Bridge opened to public traffic December 4. Punch items to be address this Spring | 92.2% |
| M12 | County Road 81 Crossing Bridge | 310+20 | Active | Completed installation of all H-Piles; Started substructure concrete work | 47.0% |
| Z11 | County Road 4/31 Crossing (Roadways) | 86+91 | Active | Complete. Roadways opened to the public December 4. AHJ submitted a punch list for the Spring. | 100.0% |
| R25 | 171st Ave. SE Crossing at Drain 30 | 215+00 LT | Active | No work during reporting period | 91.1% |
| Y12 | Country Road 81 Crossing (Bypass) | 310+20 | Complete | No work during reporting period | 99.6% |
| G12 | Country Road 81 Crossing (Settlements) | 310+20 | Complete | No work during reporting period | 77.6% |
| M35 | Interstate I-29 Northbound & Southbound Crossing (Bridge) | NB 313+75 SB 314+81 | On Holed | No work during reporting period; shut down work during the winter | 74.2% |
| Y35 | Interstate I-29 Northbound & Southbound Crossing (Bypass) | NB 313+75 SB 314+81 | Complete | No work during reporting period | 99.5% |
| G35 | Interstate I-29 Northbound & Southbound Crossing (Settlements) | NB 313+75 SB 314+81 | On Hold | No work during reporting period | 97.3% |
| M13 | Country Road 32 Crossing (Bridge) | 408+08 | On Hold | Bridge opened to the public December 17; punch list item will be address in the Spring | 95.8% |
| G13 | Country Road 32 Crossing (Settlements) | 408+08 | Complete | No work during reporting period | 87.3% |
| Z13 | Country Road 32 Crossing (Roadways) | 408+08 | Active | Complete. Roadways opened to the public December 17 | 100.0% |
| R14 | Country Road 22 Crossing | 571+84 | On Hold | No work during the winter will resume in the Spring | 75.4% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|-----------------------|--|------------------------|-----------------------------------|---|---|
| R15 | CR 20 Crossing | 679+37 | Active | No work during reporting period | 84.3% |
| R27 | CR10 (12th Ave. NW Connection to multiple parcels) | 870+00 RT | Not Started | No work during reporting period | 16.9% |
| R17 | CR 10 Crossing | 852+46 | Active | No work during reporting period | 84.0% |
| R36 | Interstate I-94 Eastbound & Westbound Crossing | WB 902+89 EB 903+74 | On Hold | No work during the winter | 64.4% |
| R58 | 38th St W Crossing (Township Road) | 976+17 | Active | Barrier form/rebar installation ongoing | 77.8% |
| R59 | 32nd Avenue W Crossing (Township Road) | 1119+06 | Active | No work during reporting period Girders on hold. | 65.8% |
| R60 | 52nd Avenue W Crossing (Township Road) | 1224+92 | On Hold | Abutments and wingwalls complete, Girder preparation in progress | 63.2% |
| R61 | County Road 6 Crossing | 1330+41 | Active | H-Pile installation complete; Pile cap concrete completed | 43.3% |
| R62 | County Road 14 Crossing | 1438+97 | On Hold | No work during the reporting period | 18.2% |
| R73 | County Road 16/17 Crossing | 1558+40 | On Hold | IBI completed installation of all H-Piles | 34.2% |
| R74 | 24th St. SE Connection to Landlocked Parcel 1222 | 55+00 | On Hold | No work during this reporting period | 95.1% |
| R75 | 38th St. NW Connection to the Maintenance Road/Trail | 874+00 | Not Started | No work during reporting period | 13.5% |
| R76 | 47th St. SE access to Parcel 1200 | 1500+00 | On Hold | No work during reporting period | 87.5% |
| R77 | 170th Ave. Xing Drain 13 & Legal Drain 30 | 250+00 | On Hold | Signage installation complete | 0.0% |
| R3A | Dead-End Termination of Local Roads in Reach-01 | 27+63 to 219+29 | On Hold | Signage installation complete. | 60.7% |
| R3B | Dead-End Termination of Local Roads in Reach-02 | 219+29 to 302+00 | On Hold | Signage installation complete | 60.7% |
| R3C | Dead-End Termination of Local Roads in Reach-03 | 302+00 to 428+53 | On Hold | Signage installation complete | 60.7% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|-----------------------|---|--------------------|-----------------------------------|---|---|
| R3D | Dead-End Termination of Local Roads in Reach-04 | 428+53 to 576+00 | On Hold | Signage installation complete | 72.1% |
| R3E | Dead-End Termination of Local Roads in Reach-05 | 576+00 to 655+00 | On Hold | Signage installation complete | 81.3% |
| R3F | Dead-End Termination of Local Roads in Reach-06 | 655+00 to 762+77 | On Hold | No work during reporting period | 27.6% |
| R3G | Dead-End Termination of Local Roads in Reach-07 | 762+77 to 859+53 | On Hold | No work during reporting period | 62.0% |
| R3J | Dead-End Termination of Local Roads in Reach-09 | 912+00 to 968+00 | On Hold | No work during reporting period | 0.0% |
| R3K | Dead-End Termination of Local Roads in Reach-10 | 968+00 to 1080+28 | On Hold | No work during reporting period | 34.8% |
| R3L | Dead-End Termination of Local Roads in Reach 11 | 1080+28 to 1235+72 | On Hold | No work during reporting period | 57.7% |
| R3M | Dead-End Termination of Local Roads in Reach 12 | 1235+72 to 1327+00 | On Hold | Signage installation complete | 87.7% |
| R3N | Dead-End Termination of Local Roads in Reach 13 | 1327+00 to 1554+59 | On Hold | Signage installation complete | 74.0% |
| RA6 | Security and Access Reach 1 | 27+63 to 219+29 | Active | No work during reporting period | 31.5% |
| RB6 | Security and Access Reach 2 | 219+29 to 302+00 | Active | No work during reporting period | 38.0% |
| 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 | 21.9% |
| RE6 | Security and Access Reach 5 | 576+00 to 655+00 | Active | No work during reporting period | 0.0% |
| RF6 | Security and Access Reach 6 | 655+00 to 762+77 | 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 ⁴ | BU % complete – see footnote ⁵ |
|--|---|------------------|-----------------------------------|---|--|
| RG6 | Security and Access Reach 7 | 762+77 to 859+53 | Active | No work during reporting period | 0.0% |
| Buildable Unit Group – Railroad Crossings | | | | | |
| X71 | BNSF Hillsboro crossing – BU1 – Shoofly | 311+61 | Complete | No work during reporting period | 99.5% |
| X72 | BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly | 311+61 | Complete | No work during reporting period | 99.1% |
| X73 | BNSF Hillsboro crossing – BU3 – Bridge and Track | 311+61 | Active | Continued installing sheet pile at abutments; H-Piles in Piers | 31.8% |
| X74 | BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail | 311+61 | Not Started | No work during reporting period | 9.1% |
| X75 | BNSF Hillsboro crossing – BU5 – Removal of Shoofly | 311+61 | Not Started | No work during reporting period | 18.3% |
| X81 | BNSF Prosper crossing – BU1 – Shoofly | 661+59 | Complete | No work during reporting period | 99.5% |
| X82 | BNSF Prosper crossing – BU2 – Tie-in to Shoofly | 661+59 | Complete | No work during reporting period | 98.8% |
| X83 | BNSF Prosper crossing – BU3 – Bridge and Track | 661+59 | Active | H-pile installation completed; abutments formwork/rebar installation ongoing; mainline culvert installation complete; all piers concrete complete; abutments nearing completion | 58.3% |
| X84 | BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail | 661+59 | On Hold | Sub-ballast placement was partially completed except for the abutments. | 12.4% |
| X85 | BNSF Prosper crossing – BU5 – Removal of Shoofly | 661+59 | Not Started | No work during reporting period | 15.7% |
| X91 | BNSF K.O. crossing – BU1 – Shoofly | 870+87 | Complete | No work during reporting period | 99.3% |
| X92 | BNSF K.O. crossing – BU2 – Tie-in to Shoofly | 870+87 | Complete | No work during reporting period | 90.9% |
| X93 | BNSF K.O. crossing – BU3 – Bridge and Track | 870+87 | Active | Ballast removal and sub ballast removal complete. Topsoil stripping and contaminated soil removal is ongoing. | 17.8% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|-----------------------|--|----------------|-----------------------------------|---|---|
| X94 | BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail | 870+87 | On Hold | Sub ballast placement was partially complete except the abutments | 6.7% |
| X95 | BNSF K.O. crossing – BU5 – Removal of Shoofly | 870+87 | Not Started | No work during reporting period | 13.1% |
| Utility Adjustments | | | | | |
| AT1 | AT&T Reach 8 @ Design (COM-ATT-871+00) | 871+00 | Active | Partial removal of abandoned utility | 99.6% |
| DC1 | Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00) | 851+00 | Active | Utility removal at the levee footprint | 99.2% |
| DC2 | Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00) | 1171+00 | Active | Utility removal at the east side of the channel | 99.7% |
| F09 | CenturyLink - Reach 4 @ Design (COM-CLN-571+50) | 571+50 | Active | Utility removal at the levee footprint | 98.2% |
| F10 | CenturyLink - Reach 4 @ Design (COM-CLN-571+61) | 571+61 | Active | Utility removal at the levee footprint | 98.2% |
| F12 | CenturyLink - Reach 6 @ Design (COM-CLN-679+11) | 679+11 | Active | Utility removal at the levee footprint | 98.9% |
| F13 | CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1)) | 851+00 | Active | Utility removal at the levee footprint | 99.1% |
| F14 | CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2)) | 851+00 | Active | Utility removal at the levee footprint | 99.1% |
| F15 | CenturyLink - Reach 7 @ Design (COM-CLN-852+00) | 852+00 | Active | Utility removal at the levee footprint | 99.1% |
| F18 | CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1)) | 962+00 | Active | Conduit installation at the bridge abutments | 90.4% |
| F19 | CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2)) | 962+00 | Active | Conduit installation at the bridge abutments | 90.4% |
| F20 | CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3)) | 962+00 | Active | Conduit installation at the bridge abutments | 90.4% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote⁴ | BU % complete – see footnote⁵ |
|-----------------------|--|----------------|-----------------------------------|--|---|
| F22 | CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1)) | 978+00 | Active | Conduit installation at the bridge abutments | 90.4% |
| F25 | CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2)) | 1118+00 | Active | Utility removal at the levee footprint | 97.5% |
| F26 | CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1)) | 1180+00 | Active | Utility removal at the levee footprint | 97.5% |
| F27 | CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2)) | 1171+00 | Active | Utility removal at the levee footprint | 99.6% |
| F28 | CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1)) | 1171+00 | Active | Utility removal at the levee footprint | 99.6% |
| F34 | CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1)) | 1490+00 | Active | Cable installation by Third Party | 100.0% |
| MP1 | Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12) | 54+12 | Active | Temporary relocation at CR 4-31 and Drain 29 | 51.5% |
| MS2 | Midcontinent - Reach 7 @ Design (COM-MCC-851+00) | 851+00 | Active | Utility removal at the levee footprint | 99.2% |
| MS4 | Midcontinent - Reach 10 @ Design (COM-MCC-982+000) | 982+00 | Active | Conduit installation at the bridge abutments | 90.4% |
| MS5 | Midcontinent Reach 11 @ Design (COM-MCC-1171+00) | 1171+00 | Active | Utility removal at the levee footprint | 99.5% |
| P02 | Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84) | 51+84 | Active | Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN | 99.6% |
| P09 | Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00) | 851+00 | Active | Utility removal at the levee footprint | 99.3% |
| P14 | Cass County Electric Reach 10 @ Design (ELC-CCC-979+00) | 979+00 | Active | Conduit installation at the bridge abutments | 90.3% |
| W03 | Cass Rural Water - Reach 1 @ Design (WAT-CRW-153+81) | 153+81 | Active | Lowering of the CRW at CR 31 | 99.3% |
| W05 | Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98) | 304+98 | Active | Removal of utility | 64.9% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | BU % complete – see footnote ⁵ |
|---|--|---------|----------------------------|---|---|
| W14 | Cass Rural Water - Reach 9 @ Design (WAT-CRW-962+00) | 962+00 | Active | HDD and plow method installation, hydro pressure and disinfection tests | 99.3% |
| W16 | Cass Rural Water - Reach 11 @ Design (WAT-CRW-1119+00) | 1119+00 | Active | Utility removal at the levee footprint | 99.7% |
| Buildable Unit Group - Administration Building | | | | | |
| AB1 | Authority Administration Building - Settlement Works | | Complete | No work during reporting period Monitoring erosion control measures for the winter. | 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 ⁶ | 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 | \$282,000.00 | N/A | Ongoing – Transferred to ACR003-2022 |
| CE 004 | Drain 14 Design and Construction Amendments due to Others | March 18, 2022 | \$96,800.00 | 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 | \$35,825,167.00* (*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 | \$25,704,786.00 | N/A | Closed – Submitted to TDRB |
| CE 016 | Contamination on Reach 9 | November 6, 2023 | \$106,844.28 | TBD | Ongoing |

⁶ 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 ⁶ | 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 | Withdrawn |
| CE 020 | Updates to Project Agreement, Exhibit 4 (Project Land) | May 20, 2024 | Not yet submitted | TBD | Withdrawn |
| CE 021 | Attachment 3-14 Update (related to Exhibit 4) | May 20, 2024 | Not yet submitted | TBD | Withdrawn |
| 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 | \$438,416.53 | TBD | Ongoing |
| CE 025 | Obstructions Uncovered Hillsboro | July 22, 2024 | Not yet submitted | TBD | Withdrawn |
| CE 026 | Hazardous Environmental Conditions in Reach 13 | September 20, 2024 | Not yet submitted | TBD | Ongoing |
| CE 027 | Initial Compensation Event Notice – Issuance of Nonconformance Reports by Authority | October 11, 2024 | Not yet submitted | TBD | Ongoing |
| CE 028 | Undisclosed Hazardous Environmental Conditions at County Road 8 | December 3, 2024 | Not yet submitted | TBD | Ongoing |
| CE 029 | Drain 14C – Mapleton Drain 9 | December 24, 2024 | Not yet submitted | TBD | Ongoing |
| CE 030 | Obstructions uncovered in Reach 9 | January 10, 2025* | Not yet submitted | TBD | Ongoing |
| CE 031 | Authority Failure to Use Reasonable Efforts Pursuant to Article 54 | January 20, 2025* | Not yet submitted | TBD | Ongoing |
| CE032 | Qualifying Change in Law | January 20, 2025* | 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 | \$450,000.00 | \$410,000.00 | Paid |
| 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 | (\$662,360.00) | (\$950,000.00) | 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 | Paid |
| ACR009-2022 | Township Mobility Improvements | December 23, 2022 | N/A | N/A | Withdrawn |
| ACR010-2022 | Acceleration of Tree Felling | December 21, 2022 | \$1,000,000.00 | N/A | Ongoing |
| ACR011-2023 | MLGC FOC Installation in Mapleton Township | January 20, 2023 | \$368,550.67 | \$350,000.00 | 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 | \$37,535,575.00 | \$2,975,000.00 | Paid |
| 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 | \$2,975,000.00 | Paid under ACR016. |

| ACR Number | Description | Date Initiated | RRVA Estimate | Agreed Amount | Status |
|-------------|---|-------------------|---------------|---------------|---------------|
| ACR023-2024 | 38th Street W Interim Connection (roadway connection south of I-94) | February 7, 2024 | \$135,735.28 | \$115,000.00 | Executed |
| ACR024-2025 | Road Connection in Harwood Township | February 6, 2025* | TBD | TBD | Ongoing |
| ACR025-2025 | AAB Modifications | TBD | TBD | TBD | Pending issue |

* Indicates submission after end of reporting period

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 | \$3,500,000.00 | \$3,500,000.00 | Paid |
| DCR2022-010 | Changing Dead End Termination Types for Local Roads at Diversion Channel | October 5, 2022 | \$50,000.00 | \$17,440.50 | Paid |
| 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 |

| DCR Number | Description | Date Initiated | RRVA Estimate | Agreed Amount | Status |
|-------------|--|-------------------|----------------|---------------|-------------------------|
| 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 | Paid |
| 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 | (\$154,000.00) | 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 | Executed |
| 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 |

| DCR Number | Description | Date Initiated | RRVA Estimate | Agreed Amount | Status |
|-------------|---|------------------|----------------|---------------|-----------|
| 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 | Withdrawn |
| 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 | Executed |
| DCR2024-051 | Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.4.5 Quarterly As-Built Drawing Update | October 16, 2024 | No Cost | No Cost | Executed |
| DCR2024-052 | H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements | October 17, 2024 | \$243,123.21 | N/A | Rejected |
| DCR2024-053 | Aqueduct Gate Considerations in H&H Model - Amendments to Section 2.5.7(2), Section 3.5.1.3(1), Section 3.5.1.3... | October 17, 2024 | No Cost | No Cost | Executed |
| DCR2024-054 | DCR-2024-054 - F01 & P01 Abandonment under Right EMB – Reach 1 | October 17, 2024 | (\$12,000.00) | N/A | Ongoing |
| DCR2024-055 | Amendment to Project Agreement Exhibit 1 Definitions, Technical Requirements Section 2.2.2, Technical Requirements Section 2.2.9 (2), Technical Requirements (Definition of Interim Completion Element) | October 22, 2024 | No Cost | No Cost | Executed |

Attachment E – Pay Unit Summary

No Pay Units have been paid to date. However, payments for Pay Units are anticipated in February 2025 for the three BNSF shooflies, Drain 29 and Drain 30; as set forth in the Project Controls section.

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 | |

| Assessed Noncompliance Points for Cured Nonconformances | | | | | |
|---|--|--------------|------------------|---------------|--|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| NCR-00084 | MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02 | 9 | 9 | 9 | |
| 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 |

| Assessed Noncompliance Points for Cured Nonconformances | | | | | |
|---|--|--------------|------------------|---------------|--|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| 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 – 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 | Notice of dispute issued by the Developer and responded to |
| 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 | Notice of dispute issued by the Developer and responded to |
| 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 | |
| NCR-00347 | Key Personnel Position – D&CC-CQMP position not filled | 9 | 9 | 9 | The PMC recommends assessing 137 NCPs accumulated since September 17, 2024, to the end of reporting period. The Developer issued letter contesting the validity of the Nonconformance. The Authority responded. No further |

| Assessed Noncompliance Points for Cured Nonconformances | | | | | |
|---|---|--------------|------------------|---------------|---|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| | | | | | communication has been received from the Developer. |
| NCR-00362 | C02 (Tree Planting) – Starting Construction Work without having an approved ITP | 0 | 0 | 0 | |
| NCR-00363 | Key Personnel Position – D&CC – CM position not filled | 0 | 0 | 0 | |
| Total | | 1407 | 551 | 482 | |

| Pending Noncompliance Points for Cured Nonconformances | | | | | |
|--|-------------------|--------------|------------------|---------------|--------|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| | | | | | |

| 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 | 649 | 649** | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| 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 | 572** | 572** | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00242 | MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units) | 310 | 310 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00253 | MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition | 135 | 135 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00264 | MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256) | 620 | 620 | | Pending assessment. Letter issued by the Developer contesting the Nonconformance was issued. |

| Pending Noncompliance Points for Uncured Nonconformances | | | | | |
|--|--|--------------|------------------|---------------|---|
| NCR Number | Title/Description | Maximum NCPs | Recommended NCPs | Assessed NCPs | Status |
| NCR-00323 | MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates | 232** | 0 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00324 | MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS | 232** | 0 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00325 | MFDA-NCR-0110 – Lack of including activities in PBS | 232** | 0 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00327 | MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan | 310 | 279 | | Pending assessment. Nonconformance objected to by the Developer and responded to |
| NCR-00330 | MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS | 232** | 0 | | Pending assessment. Various communication between Parties related to validity of the Nonconformance |
| NCR-00380 | Lack of updates to the H&S Organizational Chart | 137 | 106 | | Pending assessment. Letter contesting the Nonconformance was issued by the Developer and responded to |
| Total | | 3661 | 2733 | | |

** 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

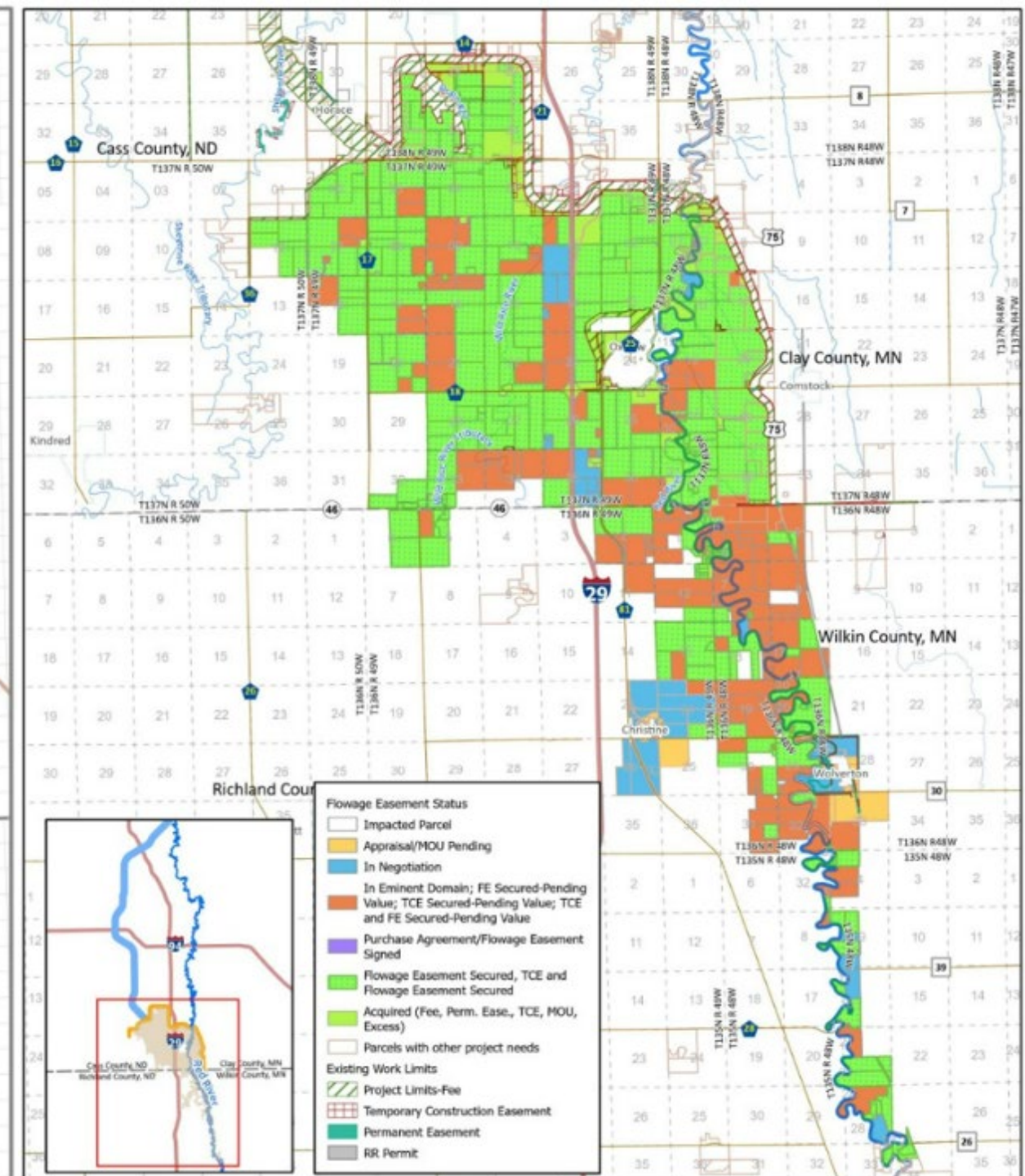
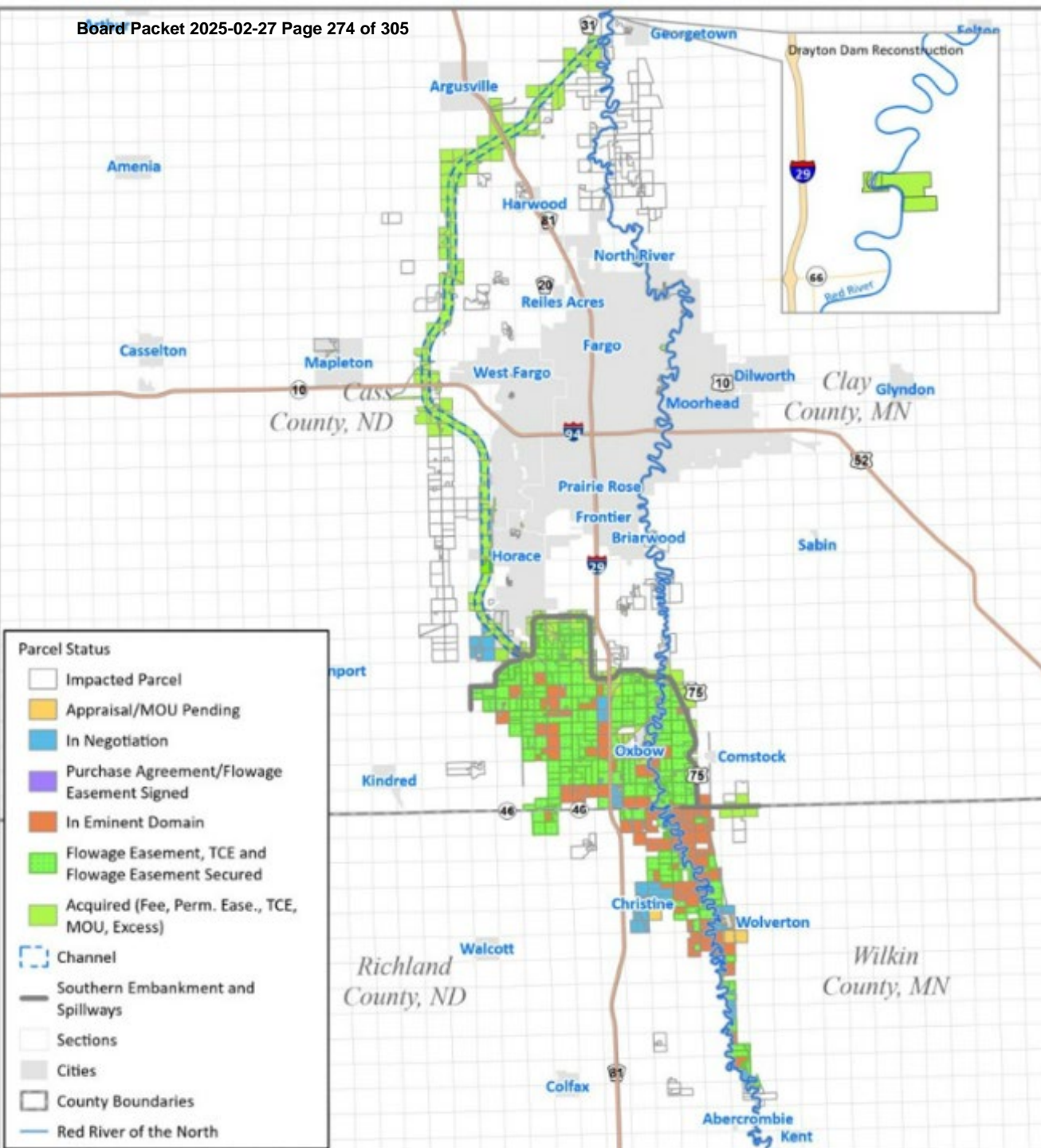


METRO
FLOOD
DIVERSION
AUTHORITY

Lands Status Report

February 2025





- Parcel Status**
- Impacted Parcel
 - Appraisal/MOU Pending
 - In Negotiation
 - Purchase Agreement/Flowage Easement Signed
 - In Eminent Domain
 - Flowage Easement, TCE and Flowage Easement Secured
 - Acquired (Fee, Perm. Ease., TCE, MOU, Excess)
 - Channel
 - Southern Embankment and Spillways
 - Sections
 - Cities
 - County Boundaries
 - Red River of the North

- Flowage Easement Status**
- Impacted Parcel
 - Appraisal/MOU Pending
 - In Negotiation
 - In Eminent Domain; FE Secured-Pending Value; TCE Secured-Pending Value; TCE and FE Secured-Pending Value
 - Purchase Agreement/Flowage Easement Signed
 - Flowage Easement Secured, TCE and Flowage Easement Secured
 - Acquired (Fee, Perm. Ease., TCE, MOU, Excess)
 - Parcels with other project needs
- Existing Work Limits**
- Project Limits-Free
 - Temporary Construction Easement
 - Permanent Easement
 - RR Permit

Property Acquisition Progress

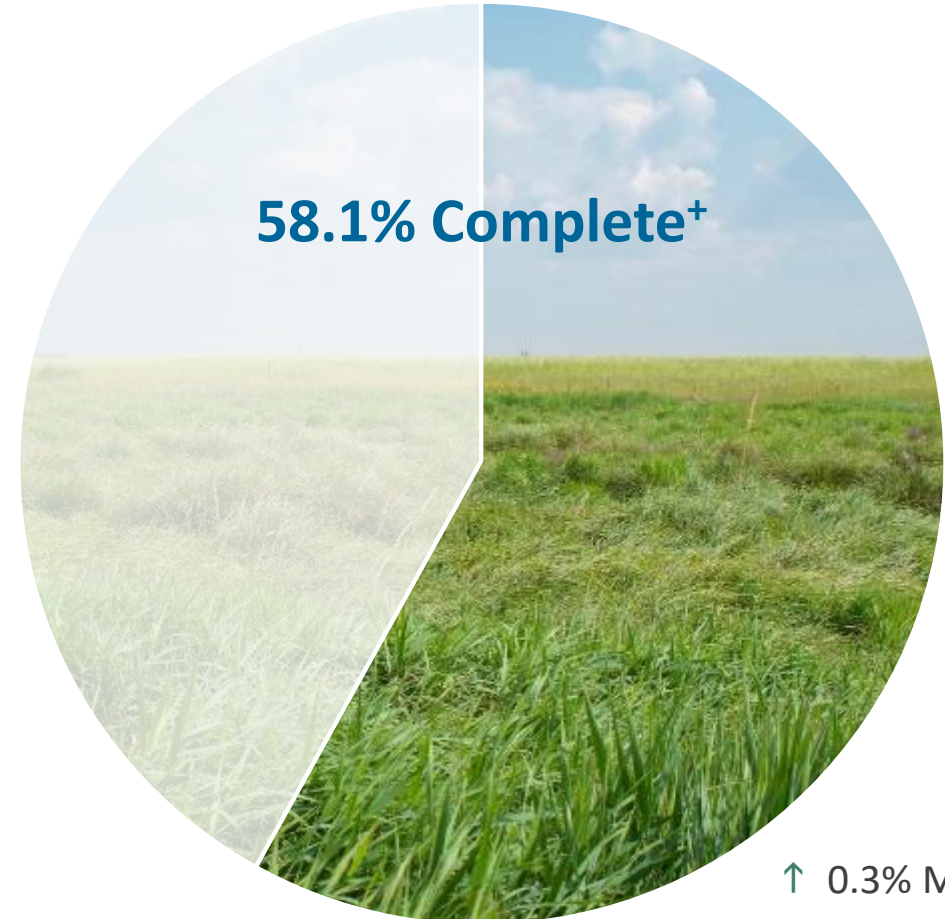


Construction Footprint*



No Change

UMA Footprint**

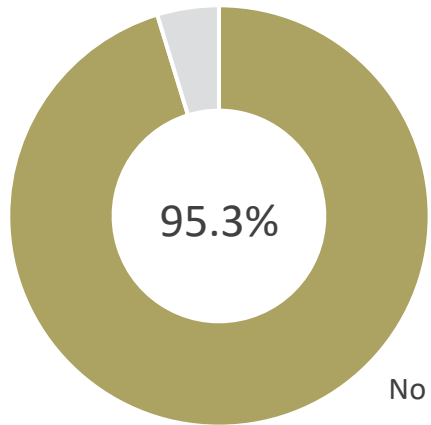


↑ 0.3% MoM

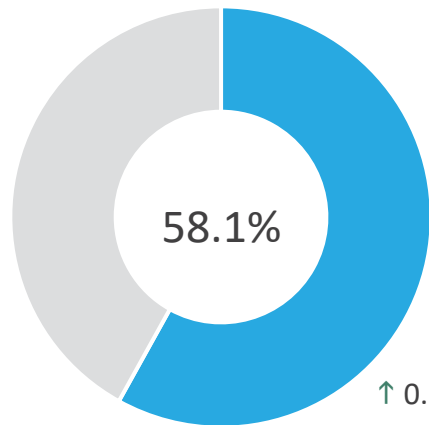
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Includes parcels for Christine and Wolverton
As of February 18, 2025

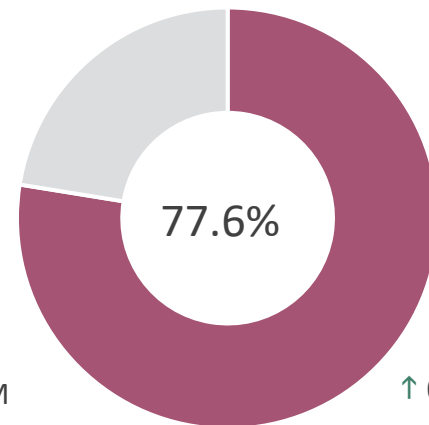
Property Acquisition Progress by Location



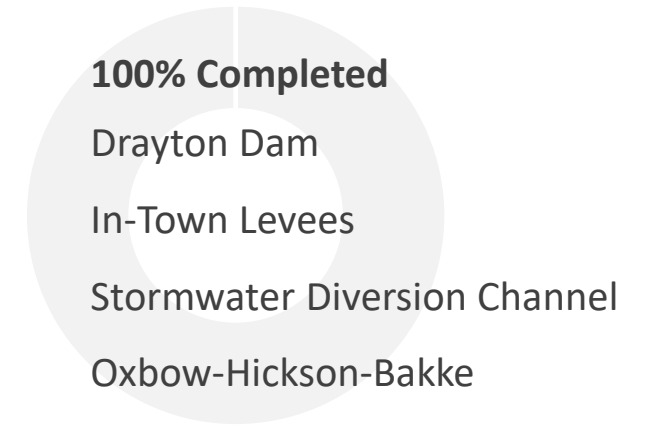
Southern Embankment & Associated Infrastructure



Upstream Mitigation Area



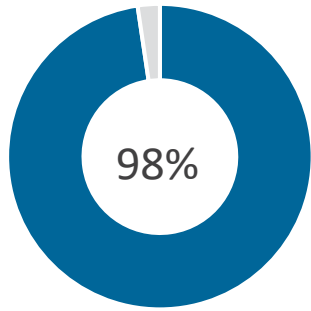
Environmental Monitoring Easements



Landowner Overview

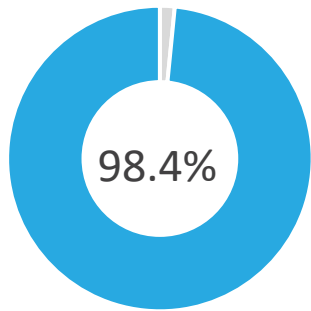


Construction Footprint*



298 Owner Groups
264 in ND & 35 in MN⁺
292 settlements achieved
7 in litigation

98% of owner groups have settled

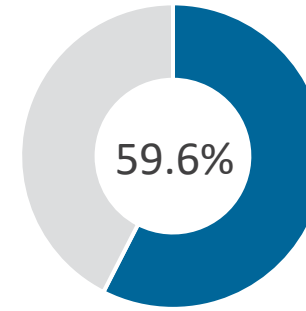


576 Parcels
567 settlements achieved
9 in litigation

98.4% of parcels have been acquired

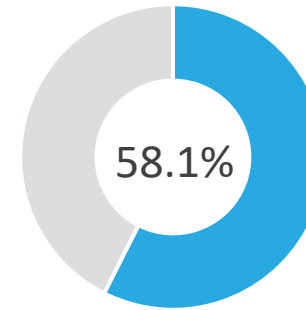
Parcels

UMA Footprint**



292 Owner Groups
223 in ND & 71 in MN⁺
174 settlements achieved
50 ongoing negotiations
75 in litigation

59.6% of owner groups have settled



651 Parcels
378 settlements achieved
98 ongoing negotiations
175 in litigation

58.1% of parcels have been acquired

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

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels

Key Activities

- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 2 parcels / 2 owners in the UMA**
- **Completing appraisal reports for Christine area flowage easements and Horace Mobility Improvements**
- **Continuing the process of disposing of Excess Lands**
 - 39 parcels / 684.22 acres have been approved as Excess Lands
 - 16 parcels / 544.93 acres are moving through the Policy
 - 23 parcels / 139.29 acres have been sold or pending closing
- **Finalizing farmland leases for 2025**
- **Vacate dates for occupied Minnesota properties (unless otherwise negotiated)**
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

Land Agent Reports

CCJWRD

- Providing relocation advisory and claim preparation services for people that are moving
- Assisting with mediations and settlement negotiations
- Processing RIMP reimbursement requests
- Conducting negotiations for Sheyenne River Benching Project
- Making offers and starting negotiations in Christine
- Working on cemetery related acquisition items
- Providing final walk-through assistance as needed

MCCJPA

- Providing relocation advisory and claim preparation services to people that are moving
- Assisting with mediations and settlement negotiations
- Starting negotiations for Wolverton Flowage Easements
- Processing RIMP reimbursement requests
- Providing final walk-through assistance as needed

Memorandum



To: Metro Flood Diversion Authority Lands Committee and Diversion Authority Board
From: Jodi A. Smith
Cc: John Shockley, MFDA Legal Counsel
Date: February 26, 2025
Re: OIN 7234B, 7234C, and 7234D Excess Land Recommendation

RECOMMENDATION/ACTIONS NEEDED:

Approve the excess land recommendation for OINs 7234B, 7234C, and 7234D in the amount of \$192,777, which includes a variance to the Excess Lands Policy. This will authorize MFDA staff to proceed with the sale of OINs 7234B, 7234C, and 7234D to the City of Horace before offering the parcels to the adjacent landowners.

BACKGROUND / KEY POINTS:

Per direction provided by the MFDA Lands Committee at the November 2024 meeting, the Lands Team has compiled the following information and made a recommendation for OINs 7234B, 7234C and 7234D.

One of the objectives of the Excess Land Policy is to maximize (when possible) the use of land acquired for the Project for public benefits to the greater Fargo Moorhead Community. The Excess Lands Policy, approved May 2022, Section 11.1 states:

The Member Entities have a further responsibility to protect the public interest in acquiring, managing, developing, and disposing of the property it acquires on behalf of the Authority. In this regard, the Member Entities must conduct all real estate transactions in the best interest of the Authority (and thus, the public at large) rather than that of the individual purchaser. In all transactions the Member Entities enter, there should be maximum benefit to the Authority, its operational requirements, and the broader community.

In 2023, in accordance with and pursuant to prior policy direction from the Cass County Joint Water Resource District (CCJWRD) and the Metro Flood Diversion Authority (MFDA), acquisition was completed of the CHS Elevator and underlying property rights, Red River Valley & Western Railroad operating rights, and a portion of BNSF Railway right of way near Horace, North Dakota.

BNSF Railway followed the North Dakota Century Code Chapter 49-09, which outlines the statutory process for abandoned railroad right-of-way sales priority purchasers:

When service is discontinued on any railroad right of way in the state and the property is offered for sale, lease, exchange, or other disposal by the railroad or an affiliated entity, the property must first be offered to the following persons in the order of priority as follows:

- a. The present owner or operator-lessee of fixed assets located on the property;
- b. A person owning land contiguous to the right of way on opposite sides of the right of way;
- c. A person presenting a reasonable plan for public recreational use of the abandoned property which includes the continuation of current private and public crossings; and
- d. The adjoining landowner if the adjoining land, at the time of abandonment, is assessed for tax purposes as agricultural land.

Certain property owners exercised their option to purchase the rail corridor from BNSF as outlined (in blue) in the exhibit below. Per the agreement with BNSF, the CCJWRD was obligated to purchase the remaining corridor as outlined in orange in the below exhibit.



Any reliance upon this map is at user's own risk. AEGIS 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 herein 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\JM Area Diversion\012 Land: Program\Property Acquisition\02A\Horace Railroad\HoraceRailroad.aprx | Horace Railroad

OINs 7247 7248 7249

In April 2024, the MFDA Lands Committee, CCJWRD and the MFDA Board approved the sale of OIN 7247, 7248 and 7249 as outlined in green below:



These events have taken place over the past year:

- The Survey team prepared a draft plat and survey certificates to split the rail corridor and develop legal descriptions for the parcels
- MFDA prepared a drafted plat and submitted plat to City of Horace for staff review
- The legal team prepared purchase agreements and quit claim deeds based on the survey information for each buyer
- The City of Horace completed the preliminary plat review
- The plat was approved by CCJWRD
- The final plat was submitted to City of Horace, and formal review and approval by City of Horace is ongoing

Following final plat approval, CCJWRD and the MFDA will ask The Title Company to obtain signatures and deposits from all buyers. Once all parties have completed this step, the plat will become effective. It is anticipated that the completion of the sale for OINs 7247, 7248, and 7249 will take place in April 2025.

OIN 7234A & 7234B

In July 2024, the MFDA Lands Committee, CCJWRD and the MFDA Board approved a variance for the disposal of OINs 7234A and 7234B based on direction provided by the MFDA Lands Committee at its June 28 meeting.

The specific variance to the Excess Lands Policy would include bypassing the steps from the policy presented below in underlined text.

5. MANNER OF DISPOSAL OF EXCESS LAND

5.1 The purchaser of Excess Land will be responsible for closing costs, as well as any necessary costs, subdivision costs, rezoning fees, and other costs to complete the sale or exchange.

5.2 Preference to Member Entities:

5.2.1 The Authority will give first preference of the sale of Excess Land to Member Entities. Upon the Authority's determination that Excess Land should be sold, it will first give written notice of intent to sell to the Member Entities, subject to any conditions in the original acquisition of the Excess Land. Should a Member Entity desire to retain the Excess Land for purposes consistent with its policies and procedures, it shall, within thirty (30) calendar days of receiving the notice of intent, provide written notice to the Authority of its intent to acquire the Excess Land. The Authority will transfer all obligations of the ownership and management of the Excess Land to the purchasing Member Entity upon receipt of funds equal to or greater than Market Value in accordance with standard real property sale procedures.

5.3 Preference to Prior Landowner: Section 5.3 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.3.1 The Authority or Member Entity will give second preference to the Prior Landowner. To carry out this principle, the Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Prior Landowner with a notice of intent to sell the Excess Land at Market Value and ask the Prior Landowner to provide written notice of their commitment to acquire the Excess Land at Market Value within thirty (30) calendar days from the date of the notice.

5.3.2 If there are multiple parties that make up the Prior Landowner and those parties do not want to collectively repurchase the Excess Land at the Market Value, priority shall be given to the Prior Landowner party that within the 30-day period offers to acquire the land for the highest purchase price at or above the Market Value.

5.3.3 If the Prior Landowner does not commit to acquire the Excess Land in the allotted timeframe, the Member Entity will offer the Excess Land to the Adjacent Landowner.

5.4 Preference to Adjacent Landowner: Section 5.4 will only apply to Excess Land located outside of the geographical boundaries and extraterritorial zoning jurisdiction of the City of Fargo and the City of Moorhead.

5.4.1 The Authority, or Member Entity will give the third preference of the sale of

Excess Land to the Adjacent Landowners. To carry out this principle, the Member Entity who owns the Excess Land will, subject to any conditions in the original acquisition of the Excess Land, provide the Adjacent Landowners with a notice of intent to sell the Excess Land at Market Value and ask the Adjacent Landowners to provide written notice of their interest in acquiring the Excess Land at the Market Value within thirty (30) calendar days from the date of the notice.

5.4.2 If there are multiple interested Adjacent Landowners, priority shall be given to the Adjacent Landowner that, within the 30-day period, offers to acquire the land for the highest purchase price above the Market Value.

5.4.3 If no Adjacent Landowners submit interest in acquiring the Excess Land in the allotted timeframe, the Member Entity will sell the Excess Land at a Public Sale.

5.5 Public Sale:

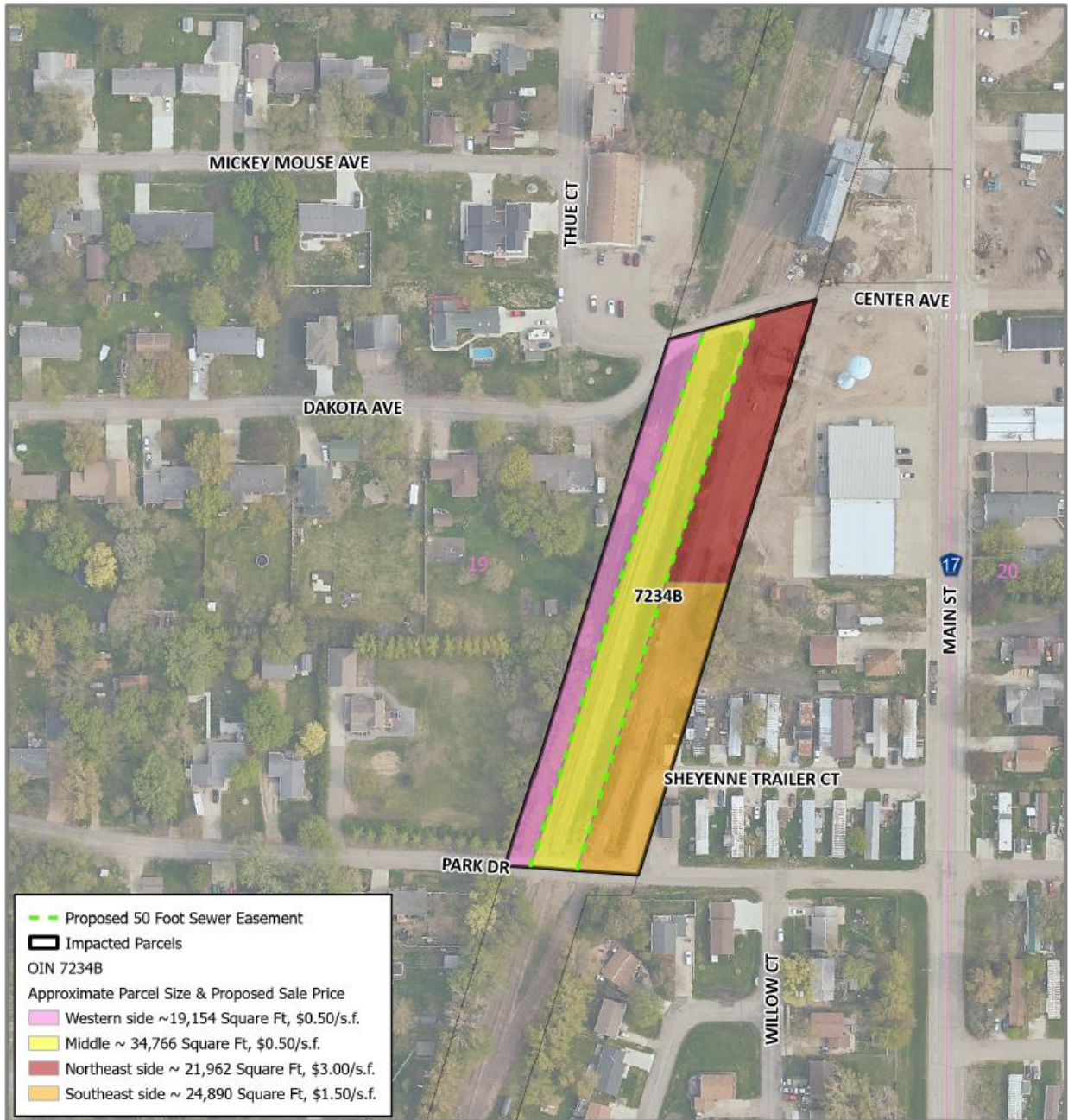
5.5.1. Public Sale will be subject to a reserve price that is calculated based on current Market value. If the Excess Land cannot be sold for Market Value, the Executive Director will make a recommendation of the Authority to adjust the Market Value, sell the Excess Land at the most favorable offer received, or postpone the sale to a later date.

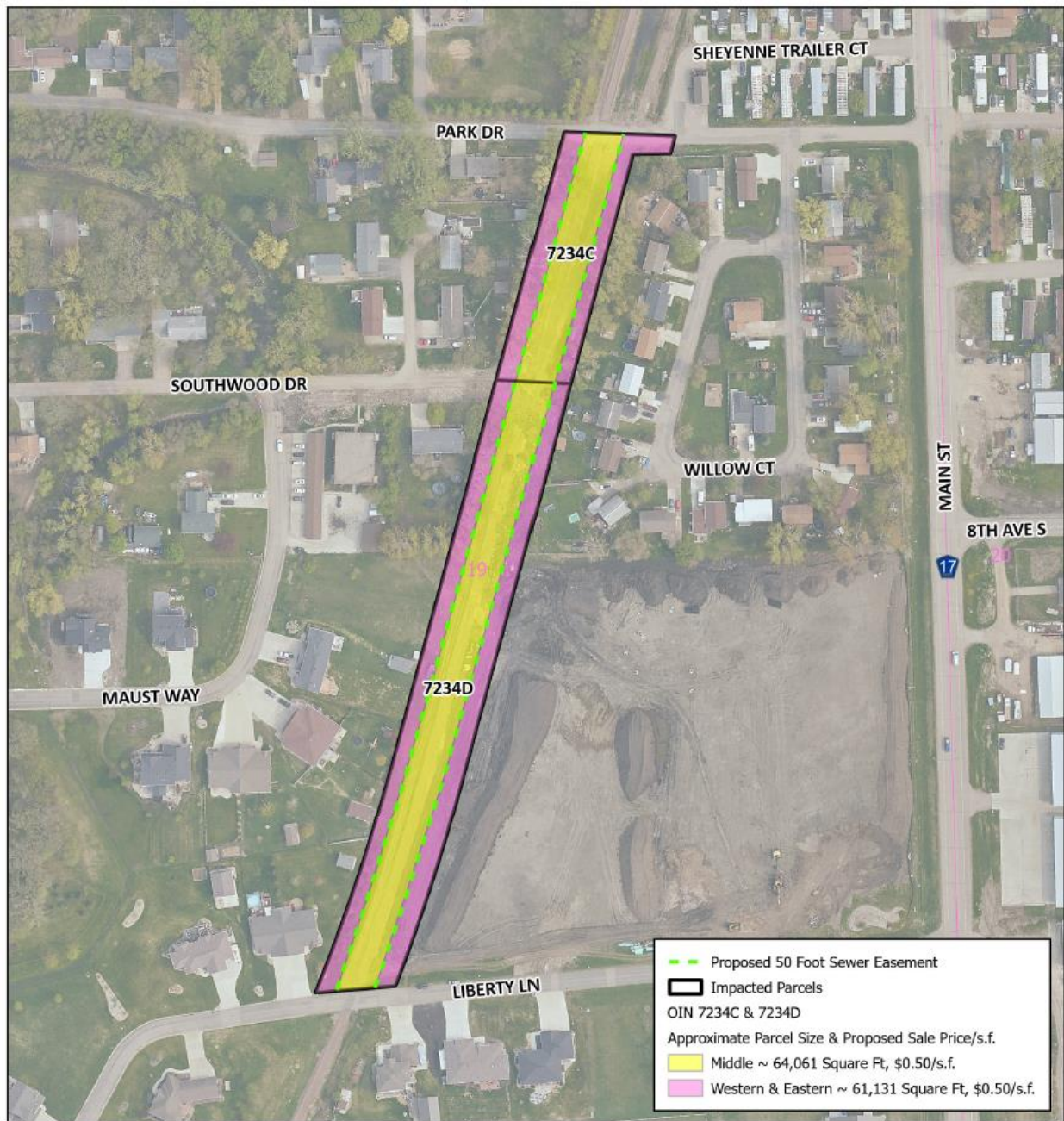
OIN 7234C & 7234D

At the November 2024 MFDA Lands Committee meeting, direction was sought by MFDA staff regarding the disposal of the old Horace railroad corridor known as OINs 7234B, 7234C, and 7234D. At this time, the MFDA Lands Committee was notified in a memo that the City of Horace wished to purchase a 50-foot-wide utility easement through these three parcels. The Lands Committee engaged in a discussion regarding communications from neighboring property owners and knowledge of their desire to purchase portions of the corridor. At that time, the City of Horace had not indicated if they desired to purchase fee acquisition or an easement. The Lands Team received direction from the Lands Committee to approach and work with the City of Horace regarding their recommendation to purchase either an easement or a fee acquisition with the preference of an easement so there is not an exception to the Excess Lands Policy.

Following the November 2024 MFDA Lands Committee, communication was sent notifying the City of Horace that the Lands Committee would prefer granting a 50-foot easement. The City of Horace City staff stated the Horace City Council would take it under consideration at their January 6, 2025, City Council meeting. However, this item was not added to the January 6 agenda and the City of Horace stated it would then be added to the January 20, 2025, City Council agenda. Later, it was noted the January 20 meeting was canceled due to a lack of a quorum and that a special meeting would occur. Additionally, the City of Horace was interested in purchasing the rail corridor in fee simple versus an easement. The Horace mayor made a formal request to the MFDA of all the property owners who originally wanted to purchase the adjacent property but changed their minds once they found out the city's desire to encumber the property with an easement and discuss with them the city's intentions with the rail corridor if it buys it from the CCJWRD. This list was provided to the City of Horace on January 24, 2025. The MFDA was notified on January 29, 2025, that a special City Council meeting occurred approving the purchase of the rail corridor for \$192,777.

The proposed purchase price is outlined in the attached memo and is as follows:





Additionally, on January 29, 2025, the Lands Team was notified by an adjacent landowner via email that Jeff Trudeau, mayor of the City of Horace, noted the MFDA had little interest in selling this land as individual parcels to adjacent landowners due to potential legal fees. Clarification was provided to the landowner and the City of Horace stating:

“The Diversion Authority will not be making a ‘sales’ decision of the rail corridor based on legal fees as indicated in an email below.

“The Diversion Authority is taking into consideration the ability to sell the corridor in a fashion that would not create a patchwork of corridor throughout the city, making it difficult to manage.

We need to be able to maintain access to portions of the corridor that may not sell to a neighboring property owner due to lack of interest.

“The city has expressed interest in purchasing all of the corridor and recently had a meeting where the city authorized their legal counsel to work with the Diversion Authority on this sale. Attached is a memo that was provided to the city and the maps that outlined the option for them to consider purchasing a portion or all of the corridor.

“With that being said, the sale of the corridor to the city, without first offering it to the neighboring property owner, would require an exception to the Excess Lands Policy. Eric Dodds, included on this email, is working to schedule an MFDA Lands Committee meeting in February for consideration of this exception.”

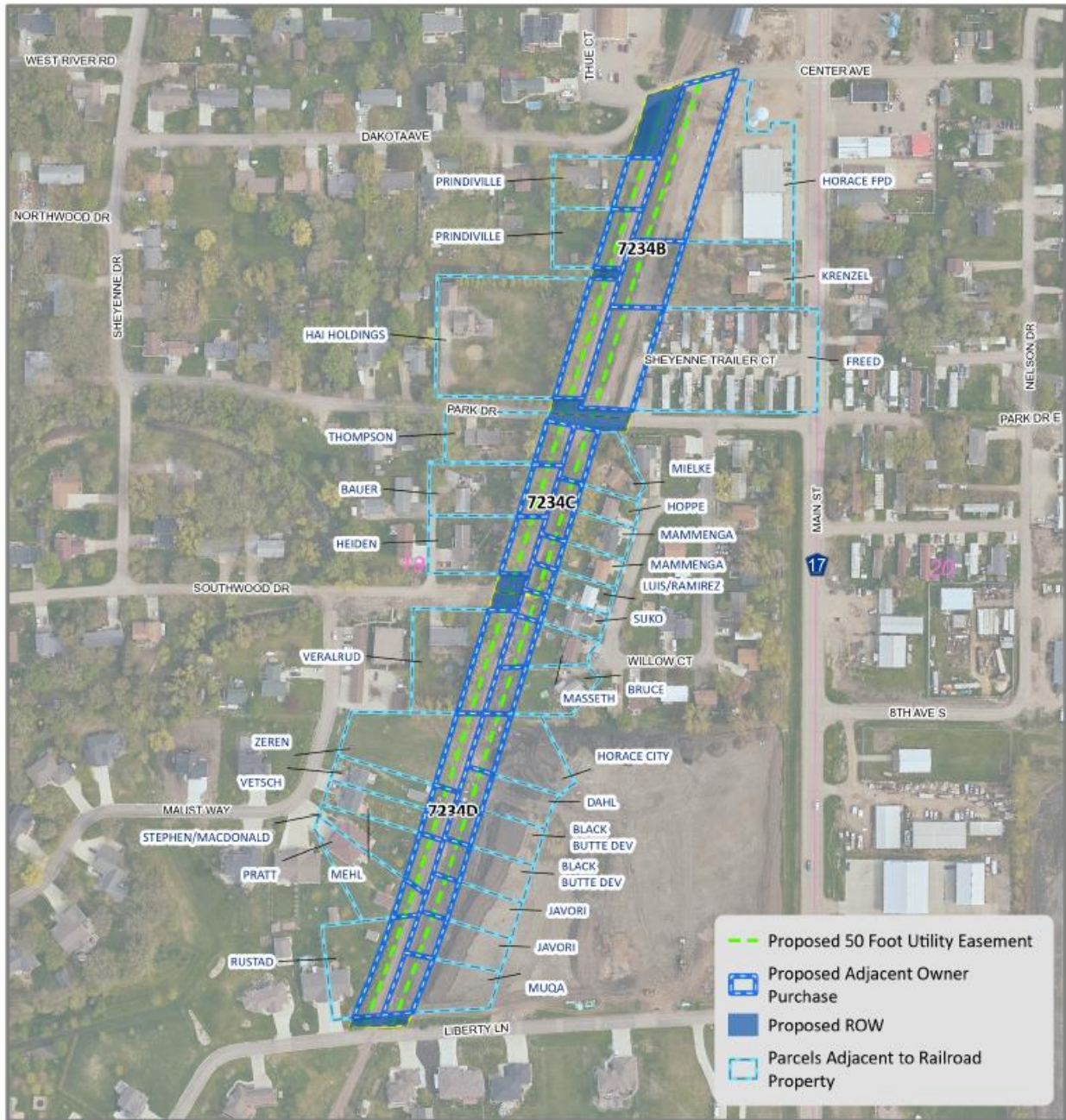
Proposal from Horace

We have received a formal proposal from the City of Horace that has been approved through the Horace City Council and includes a purchase price of \$192,777 (further breakdown can be found in the attachment). Approving this proposal with the City of Horace would require a variance to the Excess Land Policy to allow selling the land directly to the City of Horace instead of pursuing individual sales with the adjacent landowners. With this approach, the recommendation is to require the buyer (the City of Horace) to complete all documentation and processes (survey, platting, zoning, etc.) necessary for closing. If the MFDA or CCJWRD was to sell the corridor to the adjacent landowners, the survey, platting, and rezoning process as well as developing individual purchase agreements would likely fall on the MFDA's responsibility, and this is not an insignificant effort.

As noted above and in other discussions with some of the adjacent landowners, several of the landowners would be interested in purchasing their portion of the property, but a few of the landowners are not interested in purchasing the property if it was encumbered by a city utility easement.

Sale to Adjacent Property Owner

Below is an outline of the consideration for sales to adjacent property owners which would require for portions 7234C 7234D that approximately 20 property owners agree to the purchase of the portion of the rail corridor that abuts their property. Notably, 7234B can be sold at a public sale, as authorized by the MFDA Board in July 2024 and not directly sold to the City of Horace.



MFDA staff are concerned from a policy perspective regarding the potential for MFDA to own a patchwork of small parcels along this corridor that may need to be maintained for years to come. Based on Section 11.1 of the Excess Lands Policy, unless all property owners within OIN 7234C and 7234D are interested in purchasing the parcels immediately adjacent to their property the patchwork of property left for the MFDA to manage could become untenable.

ATTACHMENTS:

- Excess Lands Recommendation – OINs 7234 B-D



Memorandum

TO: Jason Benson

FROM: Jodi A. Smith

DATE: February 5, 2025

RE: Excess Lands Recommendation – OINs 7234B, 7234C, and 7234D

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.

2. Recommendation and Variance

This Memorandum serves as a recommendation for the Executive Director to declare OINs 7234B, 7234C, and 7234D as Excess Land and begin the process to dispose of the properties following the Policy with one exception, which is to sell these parcels to the City of Horace. This exception requires a variance to the Policy, allowing us to enter into an agreement with the City of Horace prior to offering the sale up to the adjacent owners. It is recommended that the buyer, the City of Horace, be responsible for all survey, platting, and closing costs associated with this land sale.

3. Pertinent Facts Regarding OINs 7234B 7234C and 7234D

| | |
|--------------------------|---|
| Description of Parcel(s) | See Exhibit A for a map showing the parcels recommended as excess land, as well as the proposed utility easement. |
|--------------------------|---|

| | |
|--|---|
| Legal Description | See Exhibit C for legal description for the parcels recommended as excess land. |
| Asset Parcel(s) Size | 5.33 acres (GIS based acreage) |
| Narrative Description of Parcel(s) | OIN 7234B, 7234C, and 7234D is a stretch of abandoned railroad property between Center Avenue and Liberty Lane in Horace, ND. OIN 7234B is 200-ft wide and OINs 7234C and 7234D are 100-feet wide. These parcels were previously owned and maintained by BNSF. |
| Purchase Date | December 19, 2023 |
| Purchase Price | \$1,085,377 *For the entirety of OIN 7234 excluding the Horace Elevator, which was 8.61 acres of land at \$126,060/acre. <u>Specific Breakdown per OIN</u> 7234B = \$292,459 7234C = \$107,151 7234D = \$272,290 Total = \$671,900 |
| Proposed Sale Price | <u>OIN 7234B</u> <ul style="list-style-type: none"> • West 19,154 SF @ \$0.50/SF = \$9,577 • Middle 34,766 SF @ \$0.50/SF = \$17,383 • Northeast 21,962 SF @ \$3.00/SF = \$65,886 • Southeast 24,890 SF @ \$1.50/SF = \$37,335 <u>OIN 7234C & 7234D</u> <ul style="list-style-type: none"> • Middle 64,061 SF @ \$0.50/SF = \$32,030.50 • West & East 61,131 SF @ \$0.50/SF = \$30,565.50 <u>Totaling \$192,777 for all 225,964 SF</u> |
| Former Owner | BNSF |
| Adjacent Owners | Multiple. See Exhibit D |
| Property Management Approach | These parcels have been maintained through a weed control and mowing contract with JT Lawn Services. |
| Property Taxes | No data found. |

| | |
|--------------------------|--|
| Relation to Construction | These parcels are located east of the Diversion Channel within Horace and are not impacted by construction of the Comprehensive Project. This rail corridor was purchased from BNSF to alleviate the need to raise the rail line that crosses the Diversion Channel. Instead, it was decided that the entire corridor would be taken out of operation. |
| Right of First Refusal | The prior landowner, BNSF, has waived their rights to purchase this property. |

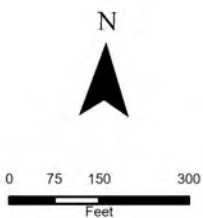
4. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OINs 7234B, 7234C, and 7234D as “Excess Land” and proceed with selling these parcels to the City of Horace with an exception to Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit E).

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\DCAI\Horace Railroad\HoraceRailroad.aprx | Horace RR Parcel Exhibit B C D

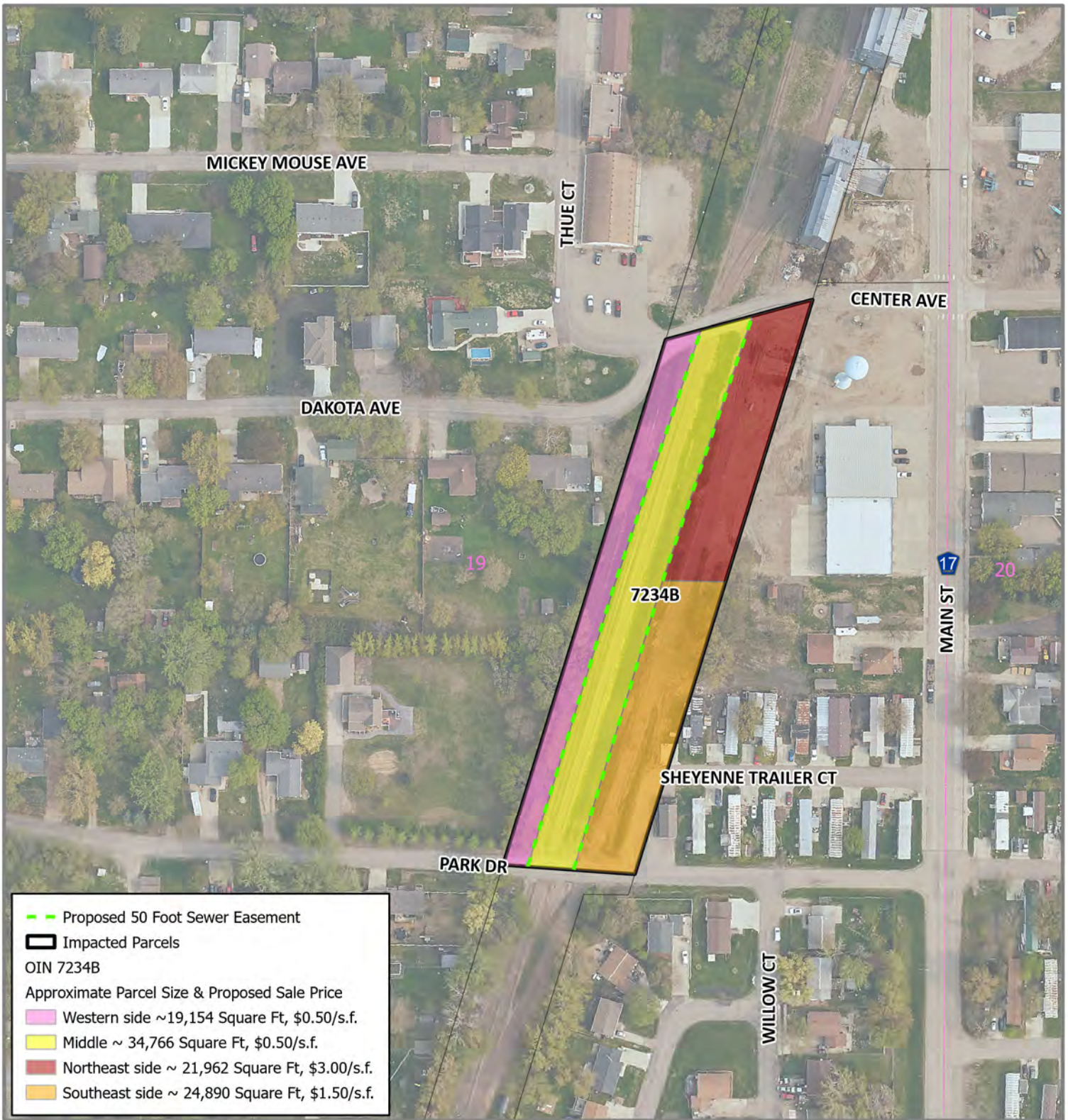


OIN: 7234B, 7234C, 7234D
 CCJWRD
 Cass County, ND

FM AREA DIVERSION
 Map Date: 6/11/2024

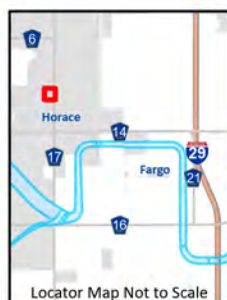
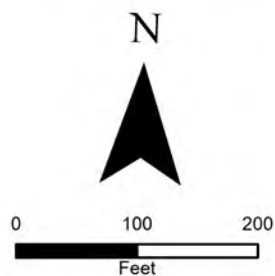


Exhibit B: Map Exhibit of Cost Breakdown



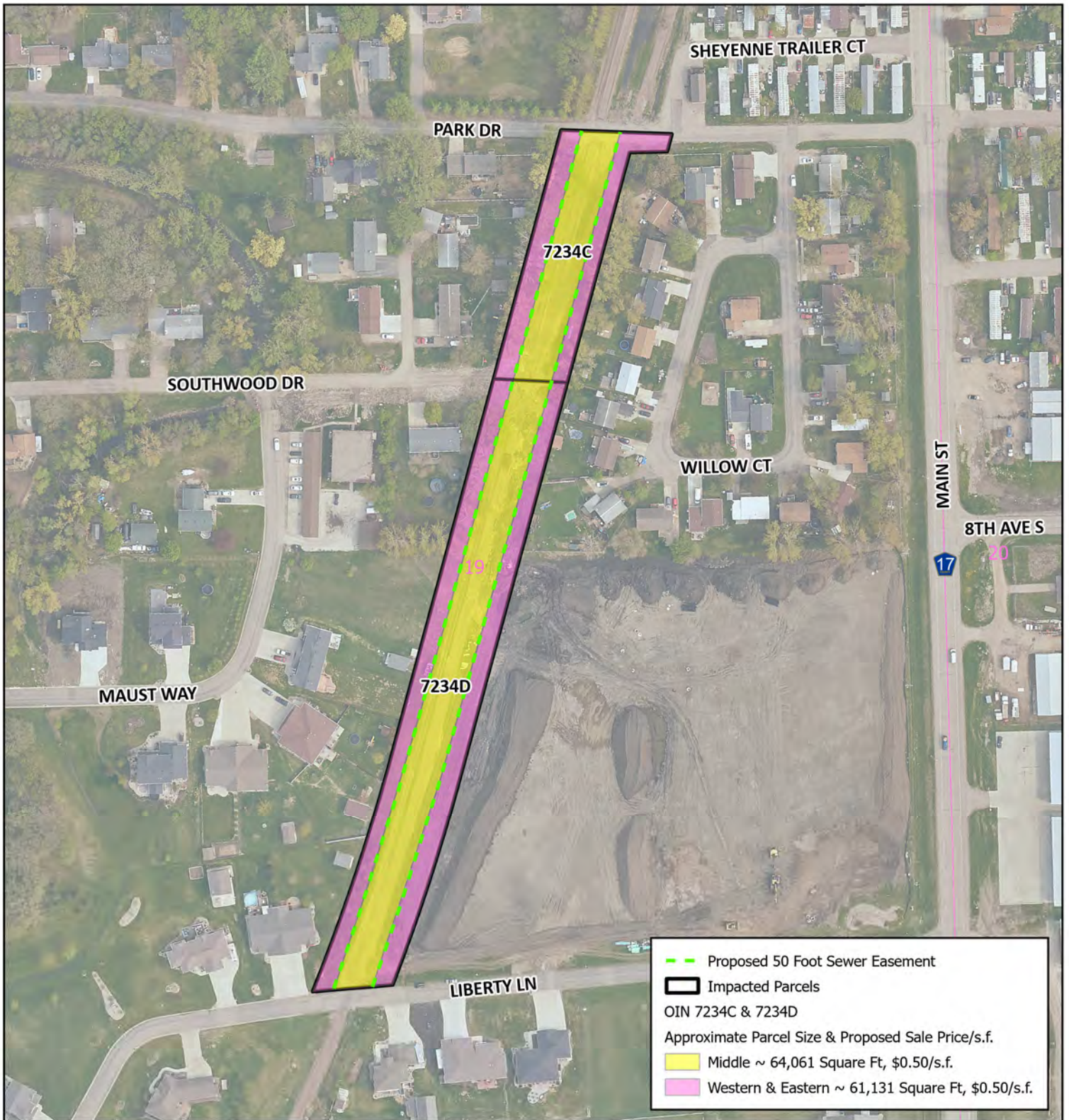
- - - Proposed 50 Foot Sewer Easement
 Impacted Parcels
OIN 7234B
 Approximate Parcel Size & Proposed Sale Price
 Western side ~19,154 Square Ft, \$0.50/s.f.
 Middle ~ 34,766 Square Ft, \$0.50/s.f.
 Northeast side ~ 21,962 Square Ft, \$3.00/s.f.
 Southeast side ~ 24,890 Square Ft, \$1.50/s.f.

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 Division\012 Lands Program\Property Acquisition\DCAI\Horace Railroad\HoraceRailroad.aprx | OIN 7234B Horace RR w Cost Breakdown



OIN: 7234B
CCJWRD
Cass County, ND
FM AREA DIVERSION
 Map Date: 1/23/2025

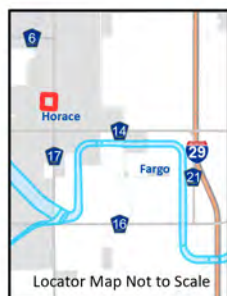
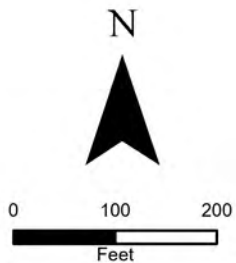




Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

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 Division\012 Lands Program\Property Acquisition\DCA\Horace Railroad\HoraceRailroad.aprx | OIN 7234CD Horace RR w Cost Breakdown



**OIN: 7234C & 7234D
CCJWRD
Cass County, ND**

FM AREA DIVERSION
Map Date: 1/23/2025



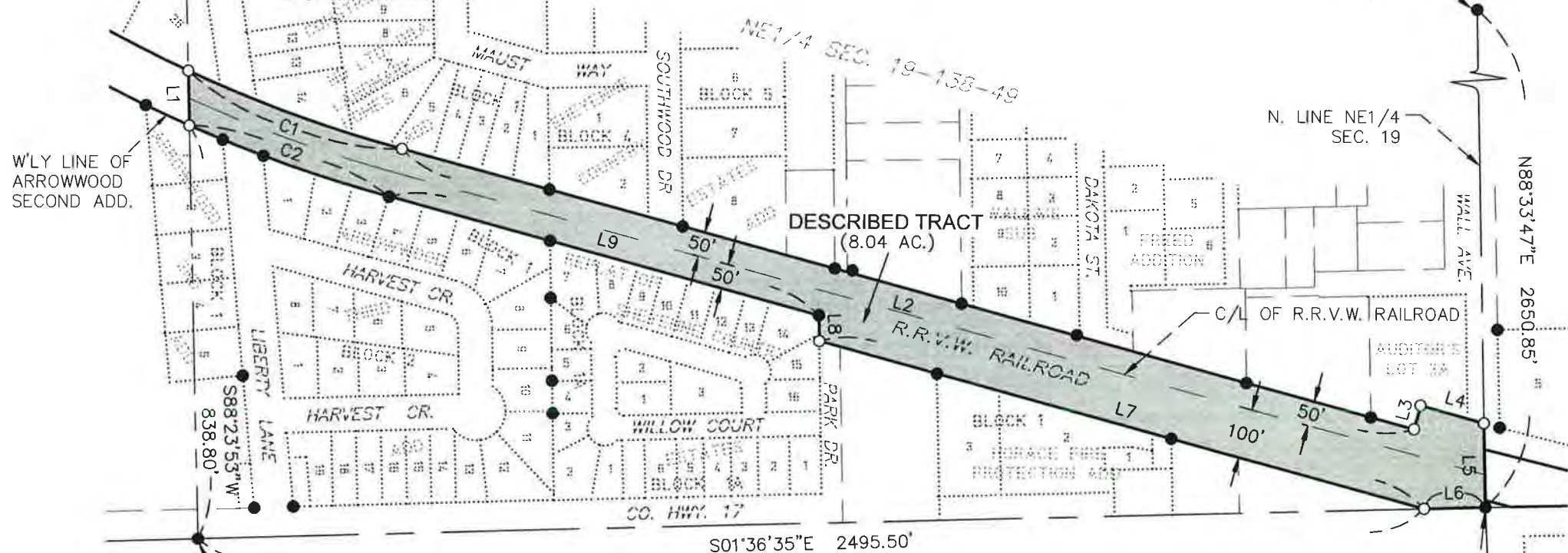
Exhibit C: Legal Description for Parcels Recommended as Excess Lands

The legal description for OIN 7234 can be found in the attached Certificate of Survey. Note that this recommendation only includes the 5.33 acres associated with sections B, C, and D of the corridor.

The buyer will be responsible to produce a final survey for the parcels.

CERTIFICATE OF SURVEY

PART OF THE NE1/4 OF SEC. 19, T.138N., R.49W., 5TH P.M.
CASS COUNTY, NORTH DAKOTA



N1/4 COR. SEC. 19
FND 1/2" PIPE

W'LY LINE OF
ARROWWOOD
SECOND ADD.

DESCRIBED TRACT
(8.04 AC.)

N. LINE NE1/4
SEC. 19

N88°33'47"E 2650.85'

S01°36'35"E 2495.50'

NOTES

1. BEARINGS AND DISTANCES SHOWN HEREON MAY VARY FROM PREVIOUS RECORDS DUE TO DIFFERENT MEASUREMENT METHODS.
2. ADJACENT PARCELS ARE SHOWN FOR REFERENCE ONLY AND MAY NOT REFLECT CURRENT OR COMPLETE OWNERSHIP LINES.

NE COR. SEC. 19
FND SURVEY MARKER
SPIKE W/4723 WASHER
DOC. 3418



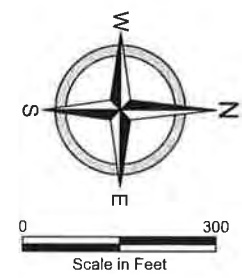
LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153

| Line Table | | |
|------------|-------------|----------|
| Line # | Direction | Length |
| L1 | S88°23'53"W | 111.03' |
| L2 | N15°11'18"E | 2138.36' |
| L3 | N74°48'42"W | 50.00' |
| L4 | N15°11'18"E | 135.20' |
| L5 | N88°33'47"E | 170.78' |
| L6 | S01°36'35"E | 125.80' |
| L7 | S15°11'18"W | 1278.20' |
| L8 | S88°43'34"W | 52.14' |
| L9 | S15°11'18"W | 909.02' |

| Curve Table | | | | | |
|-------------|---------|----------|----------|---------------|--------------|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| C1 | 463.50' | 2809.20' | 9°27'12" | N19°54'54"E | 462.97' |
| C2 | 430.90' | 2909.20' | 8°29'11" | S19°25'53"W | 430.50' |

E1/4 COR. SEC.
FND SURVEY MARKER
SPIKE W/4723 WASHER
DOC. 3419 1654



BASIS OF BEARINGS:
THE SOUTH LINE OF THE
NE1/4 OF SECTION 19 HAS
AN ASSIGNED BEARING OF
S88°23'53"W

Certificate of Survey

Part of the SE1/4 of Section 18, T.138N., R.49W., and
Part of the NE1/4 of Section 19, T.138N., R.49W.,
Cass County, North Dakota

| | |
|-------------|----------|
| PROJECT No. | 21990 |
| DATE: | 01.31.22 |
| REVISED: | 11.29.22 |
| DRAFTER: | AJS |
| REVIEWER: | CDH |



CERTIFICATE OF SURVEY

PART OF THE NE1/4 OF SEC. 19, T.138N., R.49W., 5TH P.M.
CASS COUNTY, NORTH DAKOTA

DESCRIPTION

That part of the Northeast Quarter of Section 19, 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 Northeast Quarter; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 838.80 feet to a point on the westerly line of ARROWWOOD SECOND ADDITION, according to the recorded plat thereof, said point also being on the easterly right-of-way line of the Red River Valley & Western Railroad, the point of beginning of the tract to be described; thence South 88 degrees 23 minutes 53 seconds West along the south line of said Northeast Quarter a distance of 111.03 feet to a point on the westerly line of said railroad right-of-way; thence northerly 463.50 feet along the said westerly right-of-way line, and along a non-tangential curve concave westerly having a radius of 2,809.20 feet and a central angle of 09 degrees 27 minutes 12 seconds, the chord of said curve bears North 19 degrees 54 minutes 54 seconds East with a chord length of 462.97 feet; thence North 15 degrees 11 minutes 18 seconds East tangent to the last described curve and along said westerly right-of-way line a distance of 2,138.36 feet; thence North 74 degrees 48 minutes 42 seconds West continuing along said westerly right-of-way line a distance of 50.00 feet; thence North 15 degrees 11 minutes 18 seconds East continuing along said westerly right-of-way line, and the northerly extension thereof a distance of 135.20 feet to a point on the north line of said Northeast Quarter; thence North 88 degrees 33 minutes 47 seconds East along said north line a distance of 170.78 feet to the northeast corner of said Northeast Quarter; thence South 01 degree 36 minutes 35 seconds East along the east line of said Northeast Quarter a distance of 125.80 feet to a point of intersection with said easterly right-of-way line; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 1,278.20 feet to a point on the northerly line of A REPLAT OF THE FIRST REPLAT OF BLOCK SIX AND SEVEN OF SHEYENNE COUNTRY ESTATES ADDITION, according to the recorded plat thereof; thence South 88 degrees 43 minutes 34 seconds West along the northerly line of said plat, and along said easterly right-of-way line a distance of 52.14 feet; thence South 15 degrees 11 minutes 18 seconds West along said easterly right-of-way line a distance of 909.02 feet; thence southwesterly 430.90 feet along said easterly right-of-way line, and along a tangential curve, concave northwesterly, having a radius of 2,909.20 feet and a central angle of 08 degrees 29 minutes 11 seconds to a point on the south line of said Northeast Quarter, to the point of beginning.

The above-described tract contains 8.04 acres, and is subject to all easements, restrictions, reservations, and rights-of-way recorded and unrecorded.



SHEET 2 OF 4

Certificate of Survey

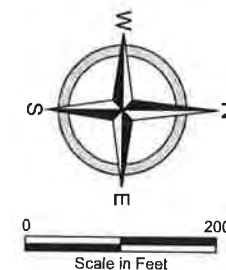
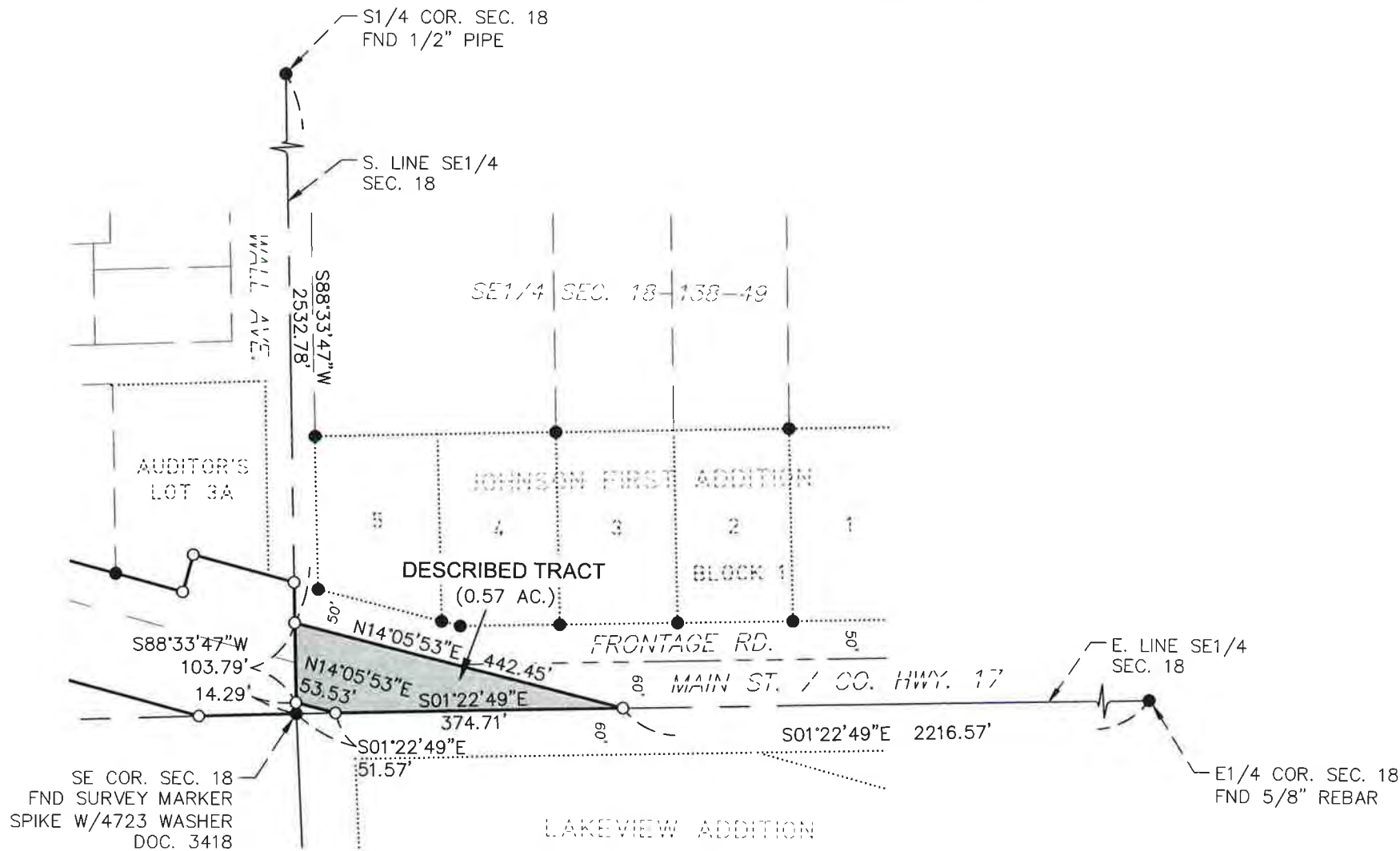
Part of the SE1/4 of Section 18, T.138N., R.49W., and
Part of the NE1/4 of Section 19, T.138N., R.49W.,
Cass County, North Dakota

| | |
|-------------|----------|
| PROJECT No. | 21990 |
| DATE: | 01.31.22 |
| REVISED: | 11.29.22 |
| DRAFTER: | AJS |
| REVIEWER: | CDH |



CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF SEC. 18, T.138N., R.49W., 5TH P.M.
CASS COUNTY, NORTH DAKOTA



BASIS OF BEARINGS:
THE SOUTH LINE OF THE
SE1/4 OF SECTION 18 HAS
AN ASSIGNED BEARING OF
S88°33'47\"W

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153



SHEET 3 OF 4

NOTES

1. BEARINGS AND DISTANCES SHOWN HEREON MAY VARY FROM PREVIOUS RECORDS DUE TO DIFFERENT MEASUREMENT METHODS.
2. ADJACENT PARCELS ARE SHOWN FOR REFERENCE ONLY AND MAY NOT REFLECT CURRENT OR COMPLETE OWNERSHIP LINES.

Certificate of Survey

Part of the SE1/4 of Section 18, T.138N., R.49W., and
Part of the NE1/4 of Section 19, T.138N., R.49W.,
Cass County, North Dakota

| | |
|-------------|----------|
| PROJECT No. | 21990 |
| DATE: | 01.31.22 |
| REVISED: | 11.29.22 |
| DRAFTER: | AJS |
| REVIEWER: | CDH |



CERTIFICATE OF SURVEY

PART OF THE SE1/4 OF SEC. 18, T.138N., R.49W., 5TH P.M.
CASS COUNTY, NORTH DAKOTA

DESCRIPTION

That part of the Southeast Quarter of Section 18, 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 88 degrees 33 minutes 47 seconds West along the south line of said Southeast Quarter a distance of 14.29 feet to a point on the easterly right-of-way line of the Red River Valley & Western Railroad, the point of beginning; thence continuing South 88 degrees 33 minutes 47 seconds West along the south line of said Southeast Quarter a distance of 103.79 feet to a point on the westerly right-of-way line of said Red River Valley & Western Railroad; thence North 14 degrees 05 minutes 53 seconds East along said westerly right-of-way line a distance of 442.45 feet to a point on the east line of said Southeast Quarter; thence South 01 degree 22 minutes 49 seconds East along the east line of said Southeast Quarter a distance of 374.71 feet to a point on said easterly right-of-way line; thence South 14 degrees 05 minutes 53 seconds West along said easterly right-of-way line a distance of 53.53 feet to the point of beginning.

The above-described tract contains 0.57 acres, and is subject to all easements, restrictions, reservations, and rights-of-way recorded and unrecorded.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.



Aaron Skattum, R.L.S.
N.D. License No. LS-6153

Date: March 1, 2023



State of North Dakota
County of Cass

On this 1st day of March, 2023,
before me, a Notary Public in and for said county and state, personally appeared Aaron Skattum, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.



Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025

SHEET 4 OF 4

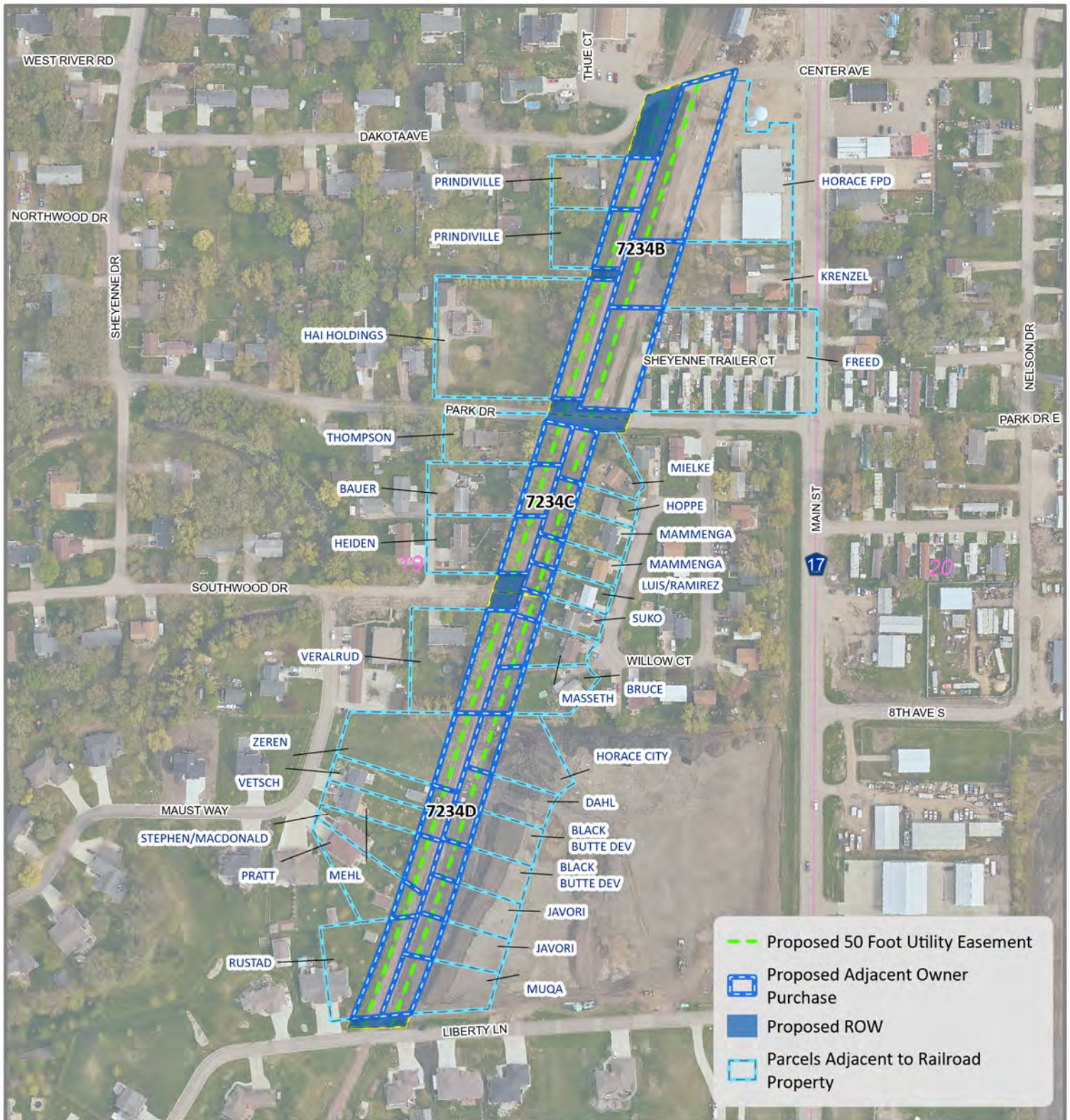
Certificate of Survey

Part of the SE1/4 of Section 18, T.138N., R.49W., and
Part of the NE1/4 of Section 19, T.138N., R.49W.,
Cass County, North Dakota

PROJECT No. 21990
DATE: 01.31.22
REVISED: 11.29.22
DRAFTER: AJS
REVIEWER: CDH



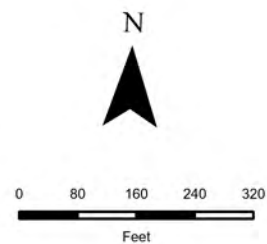
Exhibit D: Adjacent Owners for Parcels Recommended as Excess Lands



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: hrecords | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCA\Horace Railroad\HoraceRailroad.aprx | Horace RR Sewer Easement w Adjacent Parcels



Locator Map Not to Scale

OIN: 7234B, 7234C, and 7234D
Owner: CASS COUNTY JOINT WATER RESOURCE DISTRICT

Cass County, ND

FM AREA DIVERSION
 Map Date: 11/8/2024



Exhibit E: Declaration of Excess Land Form

I hereby declare that OINs 7234B, 7234C, and 7234D as noted in Exhibit A (the parcel) are deemed Excess Land and authorize the disposal of the parcels with an exception to the Policy on the Disposition and Management of Comprehensive Project Lands.

Jason Benson
Jason Benson
Executive Director

02/20/2025
Date

