



Finance Committee Agenda

Diversion Authority Finance Committee

February 26, 2025 @4:00pm CST

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

1. Call to Order
 - a. Roll call of Members
2. Approve minutes from January 22, 2025
[Attachment 00.01] (Pg. 3)
3. Approve Order of Agenda
4. Approval of Bills
[Attachment 00.02] (Pg. 6)
5. Finance Report
[Attachment 01.00] (Pg. 26)
6. Cash Budget Report
[Attachment 02.00] (Pg. 55)
7. MOUs and Agreements
[Attachment 03.00] (Pg. 62)
 - a. Wilkin County & MFDA MOU [Attachment 03.01] (Pg. 65)
 - b. SECWRD & MFDA MOU Amendment [Attachment 03.02] (Pg. 118)
 - c. Warren Township & MFDA MOU [Attachment 03.03] (Pg. 144)
 - d. MDU, Sauvageau & MFDA Termination of Agreement [Attachment 03.04] (Pg. 186)
8. DA Board Approval Contracting Actions
[Attachment 04.00] (Pg. 187)
 - a. JT Lawn Service – Task Order 2 Amendment 0
[Attachment 04.01] (Pg. 189)
 - b. Network Center – New MSA
[Attachment 04.02] (Pg. 192)
 - c. Marco Technologies, LLC – Contract Termination Letter
[Attachment 04.03] (Pg. 195)
9. Other Business
 - a. 2025 Consultant Rate Increase
[Attachment 05.00] (Pg. 196)

b. WIFIA Update

10. Next Meeting: March 26, 2025

11. Adjournment

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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



Metro Flood Diversion Authority Finance Committee Meeting Minutes

4:00 PM – January 22, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Finance Committee was held on January 22, 2025. Members present: Bernie Dardis, Mayor, City of West Fargo; Shelly Carlson, Mayor, City of Moorhead; Dave Piepkorn, Fargo City Commissioner; Susan Thompson, Finance Director, City of Fargo; Lori Johnson, Clay County Auditor/Treasurer; Mike Redlinger, Administrator, City of Fargo; Mike Rietz, Assistant City Manager, City of Moorhead; Rick Steen, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner and Tony Grindberg, Cass County Commissioner.

Member(s) absent: Brandy Madrigga, Cass County Finance Director and Dr. Tim Mahoney, Mayor, City of Fargo.

1. CALL TO ORDER

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

**2. APPROVE THE MINUTES FROM THE DECEMBER 2024 MEETING
MOTION PASSED**

Mr. Grindberg moved to approve the minutes from the December 2024 meeting and Mayor Carlson seconded the motion. On a voice vote, the motion carried.

**3. APPROVE THE ORDER OF THE AGENDA
MOTION PASSED**

Mayor Carlson moved to approve the order of the agenda and Mr. Steen seconded the motion. On a voice vote, the motion carried.

4. APPROVAL OF BILLS

Ms. Thompson reported that the bills payable through January 15, 2025, total \$4,670,034, and are payable to the usual vendors, with the City of Fargo being the largest at \$2,225,465 and CCJWRD being the second largest at \$1,660,159.

MOTION PASSED

Mr. Kapitan moved to approve the bills as presented and Mr. Piepkorn seconded the motion. On a voice vote, the motion carried.

5. FINANCIAL REPORT

Ms. Thompson reported the total assets as of December 31, 2024, are \$304,895,152; liabilities total \$33,750, and the grand total net position is \$304,861,402.

MOTION PASSED

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

6. CASH BUDGET REPORT

Mr. Barthel reported that the annual revenues received through December 31, 2024, totaled \$201,272,000, slightly under what was budget based on the estimated City of Fargo tax receipts.

Legacy Bond Funds resulted in an additional \$22,000,000 in December, for a total of \$113,108,000. A request has been submitted for \$11,000,000, leaving \$87,000,000 available in 2025.

There were underspends in milestone payments and mitigation. There was an overspend in lands with closings on several properties in November and December; the year ended within the program budget.

The \$1,650,000 operations budget came in at \$162,183 under budget. This includes the additional stipends that are being paid to Mr. Redlinger and Mr. Wilson.

7. MOUs AND AGREEMENTS

a. Jodi Smith Consulting Agreement

A draft of the consulting agreement with Jodi Smith was distributed. After discussion, the committee moved to table the agreement to allow for appropriate time to review the correct version. No action was taken.

8. DA BOARD APPROVAL CONTRACTING ACTIONS

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

a. Lyle Wilkens, Inc., WP 38C Master Agreement for Construction Services (MACS) - \$0

Property mitigation on-call services. The agreement will mitigate property structure in the Upstream Mitigation Area as part of the overall delivery. The MACS contract will speed up the property handover process to the Contractor, reduces project completion time, and eliminates the need for external bidding for future work packages. The MACS will remain in effect for approximately 2 years and 6 months from the effective date through June 30, 2027.

b. Schmidt and Sons Construction, Inc. - \$230,668

Task Order 14, Amendment 0 – WP38C OIN 1912 – property structure mitigation. Perform property structure mitigation for OIN 1912.

c. Xcel Energy, Inc. - \$730,000

Task Order 03, Amendment 0 – Services to Sauvageau Farm – Authority is providing gas services to the Sauvageau farm site. Providing similar access and utilities to relocated properties was a commitment the Authority made in the PRAM document, as part of the Settlement Agreement and subsequently as part of the purchase agreement with the property owner.

d. CH2M Hill Engineering, Inc. - \$667,426

Task Order 06, Amendment 13 – P3 Procurement Support and Design and Construction Contract Monitoring Activities – Reallocating 2024 and 2025 budgets due to increased monitoring and oversight in the field due to a more aggressive construction schedule, field quality issues and increased efforts to review claims and letter and write responses.

e. Eide Bailly, LLP - \$27,000

Engagement letter, Amendment 0 – Audit Services 2024 – Audit of the MFDA financial status as of December 31, 2024, in accordance with US GAAS.

MOTION PASSED

Mr. Grindberg moved to approve contracting items 8. a., b., d., and e., and Mr. Steen seconded the motion. On a roll call vote the motion carried.

MOTION PASSED

Mr. Steen moved to approve contracting item 8. c., and Mr. Kapitan seconded the motion. On a roll call vote with Mr. Grindberg abstaining, the motion carried.

9. OTHER BUSINESS

a. Election of the Vice Chair for the Finance Committee

MOTION PASSED

Mr. Kapitan moved to re-appoint Mr. Steen as the vice chair of the finance committee and Mayor Carlson seconded the motion. On a roll call vote, the motion carried.

b. Final 2025 Cash Budget

Mr. Barthel presented the final proposed 2025 cash budget, noting that there were no significant changes from the last rendition. There are some anticipated utility costs resulting in an additional \$3,000,000. The milestone payments to the developer have increased from \$232,000,000 to \$234,000,000 with the schedule changes and change requests that are being finalized.

It is anticipated that the additional costs will be covered by the current revenue and funding sources, assuming that City and County sales tax revenues continue to increase. There will be \$87,000,000 in Legacy funds available and \$234,000,000 in WIFIA draws. ***The proposed cash budget for 2025 is \$424,055,689.***

MOTION PASSED

Mayor Carlson moved to approve the 2025 cash budget as presented and Ms. Thompson seconded the motion. On a roll call vote, the motion carried.

10. NEXT MEETING

The next meeting will be on February 26, 2025.

11. ADJOURNMENT

The meeting adjourned at 4:34 PM.

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	



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

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

FM Diversion MCCJPA invoices					Processed			
Vendor	Invoice Date	Invoice Description	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
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>
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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
wrд@casscountynд.gov
casscountynд.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
wrд@casscountynд.gov
casscountynд.gov

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			

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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			

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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			

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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			

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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			

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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			

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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			

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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			

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Summary Of Expenses
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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

Data Through Date: 31 January 2025

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

Data Through Date: 31 January 2025

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

Data Through Date: 31 January 2025

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

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

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

METRO FLOOD DIVERSION AUTHORITY

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	\$	<u>416,477,735.56</u>

**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	

City of Fargo
Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS
PB: SS/KAC (prior to 2022)

			split		split					split		split		TOTAL TO
1/21/2025			94% to MFDA	6% to County	at 2% Sales Tax			62.5% MFDA (1.25% tax)	37.5% COF (.75%) tax COF			MFDA - ANNUAL		
Pymt Date	month collected	County	Amount	County Collections	County Growth %	Amount	City Collections	City Growth %	Amount	City Collections	City Growth %			
1/21/2025	Nov-24	Cass County	2,281,112.22	21,097,314.24	3.8%	19,831,475	1,265,839	3.4%	6,540,733.39	63,198,029.72	3.4%	39,498,769	23,699,261	59,330,244
12/20/2024	Oct-24	Cass County	1,764,529.62						5,342,358.63					
11/22/2024	Sept-24	Cass County	2,257,740.11						6,622,406.84					
10/21/2024	Aug-24	Cass County	2,088,361.27						6,284,633.45					
9/21/2024	July-24	Cass County	1,746,626.42						5,168,111.30					
8/21/2024	June-24	Cass County	2,659,707.17						7,859,913.01					
7/22/2024	May-24	Cass County	1,348,902.41						4,252,926.43					
6/24/2024	Apr-24	Cass County	1,759,660.73						5,404,517.72					
5/21/2024	Mar-24	Cass County	2,276,388.27						6,980,911.25					
4/22/2024	Feb-24	Cass County	1,023,591.77						3,163,097.74					
3/21/2024	Jan-24	Cass County	1,890,694.25						5,578,419.96					
2/22/2024	Dec-24	Cass County	2,781,114.42	23,106,462.71	8.2%	21,720,075	1,386,388	4.0%	8,158,464.07	69,250,461.96	4.0%	43,281,539	25,968,923	65,001,614
1/22/2024	Nov-24	Cass County	1,559,305.60						4,709,032.00					
12/20/2023	Oct-24	Cass County	1,916,009.28						5,684,255.33					
11/22/2023	Sep-24	Cass County	2,480,655.78						7,615,211.78					
10/21/2023	Aug-24	Cass County	1,509,750.17						4,530,239.98					
9/20/2023	Jul-24	Cass County	2,012,131.70						6,030,106.74					
8/20/2023	Jun-24	Cass County	2,337,746.99						6,739,403.04					
7/21/2023	May-24	Cass County	1,873,134.11						5,735,919.99					
6/21/2023	Apr-24	Cass County	2,076,304.07						6,368,293.95					
5/21/2023	Mar-24	Cass County	1,528,002.65						4,619,852.76					
4/22/2023	Feb-24	Cass County	1,455,198.19						4,544,116.43					
3/19/2023	Jan-24	Cass County	1,577,109.75						4,515,565.89					
2/22/2023	Dec-22	Cass County	2,331,087.61	21,358,922.89	-2.6%	20,077,388	1,281,535	4.3%	7,015,548.33	66,571,120.26	4.3%	41,606,950	24,964,170	61,684,338
1/24/2023	Nov-22	Cass County	1,892,168.21						5,746,351.94					
12/21/2022	Oct-22	Cass County	1,904,586.17						5,637,286.90					
11/22/2022	Sep-22	Cass County	1,828,464.08						5,282,124.95					
10/21/2022	Aug-22	Cass County	1,905,477.39						5,697,578.75					
9/20/2022	Jul-22	Cass County	2,321,971.24						7,149,286.78					
8/20/2022	Jun-22	Cass County	1,816,911.33						5,066,525.72					
7/21/2022	May-22	Cass County	1,811,968.57						5,388,350.10					
6/21/2022	Apr-22	Cass County	1,971,576.35						6,059,165.61					
5/21/2022	Mar-22	Cass County	1,526,674.55						4,461,738.30					
4/22/2022	Feb-22	Cass County	613,842.16						4,850,989.43					
3/19/2022	Jan-22	Cass County	1,434,195.23						4,216,173.45					
2/22/2022	Dec-21	Cass County	2,471,070.77	21,920,710.74	31.1%	20,605,468	1,315,243	29.9%	7,455,248.61	63,840,810.53	29.9%	39,900,507	23,940,304	60,505,975
1/25/2022	Nov-21	Cass County	1,587,312.19						4,653,877.92					
12/21/2021	Oct-21	Cass County	2,245,078.73						6,847,607.38					
11/22/2021	Sep-21	Cass County	1,578,911.41						4,305,274.70					
10/21/2021	Aug-21	Cass County	1,846,222.17						4,948,174.14					
9/20/2021	Jul-21	Cass County	1,941,367.18						5,563,279.08					
8/20/2021	Jun-21	Cass County	1,928,026.98						5,794,768.26					
7/21/2021	May-21	Cass County	2,134,078.28						6,292,906.78					
6/21/2021	Apr-21	Cass County	1,247,864.18						3,423,096.66					
5/21/2021	Mar-21	Cass County	1,924,292.66						5,462,536.61					
4/22/2021	Feb-21	Cass County	1,588,269.26						4,766,421.14					
3/19/2021	Jan-21	Cass County	1,428,216.93						4,327,619.25					
2/22/2021	Dec-20	Cass County	1,445,794.87	16,719,327.13	0.3%	15,716,168	1,003,160	-5.0%	4,232,187.56	49,146,842.57	-5.0%	30,716,777	18,430,066	46,432,944
1/25/2021	Nov-20	Cass County	1,587,940.99						4,492,863.04					
12/21/2020	Oct-20	Cass County	1,630,976.65						4,999,947.66					
11/23/2020	Sep-20	Cass County	1,396,321.95						3,952,605.63					
10/21/2020	Aug-20	Cass County	1,694,006.82						4,276,558.28					
9/22/2020	Jul-20	Cass County	1,467,915.93						4,382,459.17					
8/21/2020	Jun-20	Cass County	1,605,095.72						4,774,814.61					
7/22/2020	May-20	Cass County	1,557,866.22						4,797,152.70					
6/19/2020	Apr-20	Cass County	860,574.06						2,448,782.22					
5/21/2020	Mar-20	Cass County	1,293,072.02						3,865,417.55					
4/22/2020	Feb-20	Cass County	1,306,194.23						4,286,357.93					
3/20/2020	Jan-20	Cass County	873,567.67						2,637,696.22					
2/24/2020	Dec-19	Cass County	1,806,500.14	16,670,136.34	6.0%	15,669,928	1,000,208	7.4%	5,542,185.17	51,732,824.69	7.4%	32,333,015	19,399,809	48,002,944
1/23/2020	Nov-19	Cass County	1,765,912.60						5,757,005.84					
12/20/2019	Oct-19	Cass County	1,053,485.18						3,055,444.40					
11/22/2019	Sep-19	Cass County	1,586,457.86						4,786,259.66					
10/21/2019	Aug-19	Cass County	1,600,148.48						4,940,121.35					
9/23/2019	Jul-19	Cass County	1,209,618.14						3,618,612.18					
8/21/2019	Jun-19	Cass County	2,012,988.64						6,334,417.88					
7/22/2019	May-19	Cass County	1,000,237.92						2,954,722.53					
6/21/2019	Apr-19	Cass County	1,206,333.76						3,957,201.59					
5/21/2019	Mar-19	Cass County	1,575,011.74						4,907,368.09					
4/22/2019	Feb-19	Cass County	781,011.94						2,472,350.68					
3/21/2019	Jan-19	Cass County	1,072,429.94						3,407,135.32					
2/22/2019	Dec-18	Cass County	1,602,337.29	15,720,221.20		14,777,008	943,213		4,957,423.52	48,185,965.90		30,116,229	18,069,737	44,893,237
1/23/2019	Nov-18	Cass County	1,331,035.62						4,232,397.07					
12/21/2018	Oct-18	Cass County	1,343,355.18						4,113,930.12					
11/23/2018	Sep-18	Cass County	1,718,685.28						5,054,359.80					
10/19/2018	Aug-18	Cass County	991,141.62						2,924,184.95					
9/24/2018	Jul-18	Cass County	1,438,831.10						4,290,954.46					
8/21/2018	Jun-18	Cass County	1,796,550.82						5,462,231.25					
7/23/2018	May-18	Cass County	1,042,677.94						3,258,203.14					
6/21/2018	Apr-18	Cass County	1,142,864.18						3,527,756.41					
5/21/2018	Mar-18	Cass County	1,508,616.11						4,674,211.89					
4/20/2018	Feb-18	Cass County	713,349.48						2,264,455.70					
3/21/2018	Jan-18	Cass County	1,090,776.58						3,425,857.59					
2/22/2018	Dec-17	Cass County	1,871,667.76						6,232,808.91					
1/23/2018	Nov-17	Cass County	924,357.13						2,809,247.58					
Totals Since 2019			\$ 120,872,874						\$ 363,740,090					



Diversion Authority Finance Committee Meeting

February 26, 2025

Cash Budget Report – January 2024

Annual Revenue Status

Revenue Sources	2025 Approved Budget (Thousands)	Current Month (Thousands)	Fiscal Year To Date (Thousands)
City of Fargo Sales Tax	\$44,250	\$4,088	\$4,088
Cass County Sales Tax	\$22,250	\$2,144	\$2,144
State of ND - Legacy Bond Fund Draws	\$87,265	\$11,770	\$11,770
State of ND - SRF	\$15,000	\$6,413	\$6,413
Financing Proceeds	\$7,500	\$2,642	\$2,642
WIFIA Draws	\$234,000	\$0	\$0
Reimbursements	\$25	\$0	\$0
Sales of Assets	\$1,000	\$0	\$0
Property Income	\$500	\$17	\$17
Miscellaneous	\$100	\$0	\$0
BRRWD Escrow Account	\$2,000	\$0	\$0
Horace Infrastructure Escrow Account	\$4,435	\$0	\$0
MIT Inter-Fund Transfers	\$0	\$140	\$140
Cash on Hand	\$5,731	\$0	\$0
Total Revenue Sources	\$424,056	\$27,214	\$27,214

Overall Status – Level 1 Summary

Data Through Date: 31 January 2025

Schedule Budget Categories (Non-Federal Work)	OVERALL PROGRAM FINANCIAL PLAN (\$MM)			CURRENT FISCAL YEAR		
	Program EAC	Actual Cost to Date	Program ETC	FY 2025 Budget	FY 2025 Cost	FY Remaining
CHANNEL / P3	\$96.4	\$69.4	\$27.0	\$12,588,000	\$1,334,775	\$11,253,225
MILESTONE PAYMENTS TO THE DEVELOPER	\$867.0	\$1.2	\$865.8	\$233,718,400	\$0	\$233,718,400
OTHER MITIGATION / CONSTRUCTION	\$39.5	\$36.7	\$2.8	\$0	\$0	\$0
ND / MN RIVER STAGE 37' PROJECTS	\$213.3	\$179.6	\$33.7	\$26,500,000	\$3,136,156	\$23,363,844
LANDS AND IMPACTED PROPERTY MITIGATION	\$571.7	\$509.9	\$61.8	\$54,387,500	\$2,294,779	\$52,092,721
ENGINEERING & DESIGN FEES	\$98.5	\$66.3	\$32.2	\$8,680,000	\$1,376,910	\$7,303,090
PROG. MANAGEMENT/LEGAL/FINANCIAL/PROCUREMENT	\$165.4	\$122.1	\$43.3	\$17,926,000	\$1,032,939	\$16,893,061
DA CONSTRUCTION CONTINGENCY	\$163.9	\$9.4	\$154.5	\$381,600	\$281,600	\$100,000
3RD PARTY MOU MITIGATION	\$153.4	\$78.2	\$75.2	\$56,809,189	\$534,900	\$56,274,289
NET CURRENT INTEREST / FINANCING FEES PAID	\$75.7	\$56.6	\$19.1	\$6,540,000	\$0	\$6,540,000
P3 RESERVE FUND	\$16.1	\$0.0	\$16.1	\$0	\$0	\$0
WIFIA/ SRF DSRA FUNDING	\$15.1	\$0.0	\$15.1	\$0	\$0	\$0
DA PAYMENT TO USACE	\$70.7	\$53.2	\$17.5	\$0	\$0	\$0
DA O&M (PRE-SC)	\$14.9	\$0.4	\$14.5	\$325,000	\$27	\$324,973
DEBT TRANSFERS TOTAL	\$330.3	\$5.8	\$174.2	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.0	\$1,188.9	\$1,552.8	\$424,055,689	\$9,992,086	\$414,063,603

Overall Status – Level 2 Detail

Data Through Date: 31 January 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Program Execution						
Channel / P3	\$96.40	\$69.41	\$26.99	\$12,588,000	\$1,334,775	\$11,253,225
Management, Legal, Financial, Procurement P3	\$96.40	\$69.41	\$26.99	\$12,588,000	\$1,334,775	\$11,253,225
Milestone Payments to the Developer	\$867.05	\$1.25	\$865.80	\$233,718,400	\$0	\$233,718,400
Milestone Payments to the Developer	\$865.80	\$0.00	\$865.80	\$233,718,400	\$0	\$233,718,400
Non-Contingency Change Events	\$1.25	\$1.25	\$0.00	\$0	\$0	\$0
Other Mitigation / Construction	\$39.51	\$36.67	\$2.84	\$0	\$0	\$0
WP-26 Diversion Inlet	\$0.07	\$0.07	\$0.00	\$0	\$0	\$0
WP-27 Red River - West Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1.90	\$1.62	\$0.28	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-31 I-29 Grade Raise	\$3.20	\$2.86	\$0.34	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$31.04	\$28.95	\$2.09	\$0	\$0	\$0
WP-50 Phase II Demo	\$3.30	\$3.18	\$0.12	\$0	\$0	\$0
ND / MN River Stage 37' Projects	\$213.30	\$179.58	\$33.72	\$26,500,000	\$3,136,156	\$23,363,844
WP-42 In-Town Levees	\$91.00	\$90.48	\$0.52	\$0	\$0	\$0
Fargo- River Stage 37' Projects	\$107.30	\$89.10	\$18.20	\$26,500,000	\$3,136,156	\$23,363,844
Clay County - River Stage 37' Projects	\$6.00	\$0.00	\$6.00	\$0	\$0	\$0
Cass County - River stage 37' Projects	\$9.00	\$0.00	\$9.00	\$0	\$0	\$0
Lands and Impacted Property Mitigation	\$571.70	\$509.94	\$61.76	\$54,387,500	\$2,294,779	\$52,092,721
Management, Legal, Financial, Procurement Lands	\$87.20	\$50.80	\$36.40	\$6,150,000	\$611,890	\$5,538,110
Diversion Channel & Assoc. Infrastructure	\$100.62	\$99.24	\$1.39	\$0	(\$3,500)	\$3,500
Southern Embankment & Assoc. Infrastructure	\$73.03	\$60.99	\$12.04	\$12,000,000	\$0	\$12,000,000
Mitigation & Assoc. Infrastructure	\$110.01	\$104.24	\$5.77	\$211,000	\$22,367	\$188,633
WP-38 Upstream Staging	\$161.84	\$156.65	\$5.18	\$36,026,500	\$1,664,022	\$34,362,478
In-Town Flood Protection	\$39.00	\$38.02	\$0.98	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 31 January 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Non-Construction						
Engineering & Design Fees	\$98.50	\$66.26	\$32.24	\$8,680,000	\$1,376,910	\$7,303,090
Management, Legal, Financial, Procurement	\$37.47	\$27.28	\$10.19	\$7,850,000	\$1,344,516	\$6,505,484
Work-In-Kind Programs (WIK) Studies	\$17.13	\$14.85	\$2.28	\$675,000	\$5,253	\$669,747
Indicative Design	\$7.19	\$7.13	\$0.06	\$0	\$0	\$0
Land, Easements, ROW, Relocation & Disposal Areas	\$0.47	\$0.46	\$0.01	\$0	\$0	\$0
Permitting	\$7.84	\$5.20	\$2.65	\$5,000	\$0	\$5,000
Certification	\$2.05	\$0.00	\$2.05	\$0	\$0	\$0
FMDA Detention Funding	\$3.00	\$0.72	\$2.28	\$0	\$0	\$0
Other Mitigation Projects	\$23.35	\$10.63	\$12.72	\$150,000	\$27,142	\$122,858
Prog. Management/Legal/Financial/Procurement	\$165.43	\$122.12	\$43.31	\$17,926,000	\$1,032,939	\$16,893,061
Program Management Costs	\$103.23	\$75.80	\$27.43	\$8,124,000	\$553,937	\$7,570,063
Diversion Authority Operations	\$11.47	\$5.70	\$5.77	\$1,702,000	\$113,429	\$1,588,571
Program Financial Services	\$6.52	\$3.39	\$3.13	\$200,000	\$0	\$200,000
DA Legal Services	\$20.35	\$19.73	\$0.62	\$2,500,000	\$186,175	\$2,313,825
CCJWRD Legal Services	\$16.86	\$11.89	\$4.97	\$4,690,000	\$141,085	\$4,548,915
Outreach Costs	\$7.00	\$5.60	\$1.40	\$710,000	\$38,313	\$671,687
DA Construction Contingency	\$163.90	\$9.43	\$154.47	\$381,600	\$281,600	\$100,000
System Wide and P3 Comp Events Contingency	\$95.90	\$7.10	\$88.80	\$281,600	\$281,600	\$0
Diversion Channel & Assoc. Infrastructure (MOU's & Utilities) Contingency	\$17.60	\$0.00	\$17.60	\$0	\$0	\$0
Other Mitigation Projects Contingency	\$2.00	\$0.00	\$2.00	\$0	\$0	\$0
In-Town Flood Protection Contingency	\$6.80	\$2.33	\$4.47	\$100,000	\$0	\$100,000
Land Acquisition Contingency	\$41.60	\$0.00	\$41.60	\$0	\$0	\$0

Overall Status – Level 2 Detail

Data Through Date: 31 January 2025

Schedule Budget Categories (Non-Federal Work)	Program Level (Millions)			Fiscal Year		
	Financial Plan	Cost to Date	Balance Remaining	FY Budget 2025	Cost to Date	Balance Remaining
Stakeholder Coordination						
3rd Party MOU Mitigation	\$153.41	\$78.25	\$75.17	\$56,809,189	\$534,900	\$56,274,289
Channel - Utility Relocations & Other Mitigation	\$28.71	\$19.57	\$9.15	\$125,000	\$0	\$125,000
WP-40 Drayton Dam Mitigation	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0
WP-41 Future Stream Mitigation - Surrounding Counties	\$36.00	\$35.37	\$0.63	\$450,000	\$0	\$450,000
WP-46 SEAI / UMA Utility Relos	\$27.94	\$14.01	\$13.93	\$12,199,403	\$462,171	\$11,737,232
WP-47 Contracted Utility Relocations	\$9.39	\$4.03	\$5.36	\$5,685,000	\$0	\$5,685,000
WP-52 Township & City MOU Agreements	\$51.37	\$5.27	\$46.10	\$38,349,786	\$72,729	\$38,277,057
Financing						
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
Net Current Interest / Financing Fees Paid	\$75.70	\$56.59	\$19.11	\$6,540,000	\$0	\$6,540,000
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
P3 Reserve Fund	\$16.10	\$0.00	\$16.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
WIFIA/ SRF DSRA Funding	\$15.10	\$0.00	\$15.10	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA Payment to USACE	\$70.70	\$53.16	\$17.54	\$0	\$0	\$0
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$325,000	\$27	\$324,973
DA O&M (pre-SC)	\$14.90	\$0.41	\$14.49	\$325,000	\$27	\$324,973
Debt Transfers Total	\$330.30	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Debt Transfers Total WF	\$150.30	\$0.00	\$0.00	\$0	\$0	\$0
Debt Transfers Total TRIBR	\$180.00	\$5.79	\$174.21	\$6,200,000	\$0	\$6,200,000
Report Totals	\$2,892.00	\$1,188.86	\$1,552.84	\$424,055,689	\$9,992,086	\$414,063,603

Diversion Authority Operations – Budget Summary

Expense Category	FY2025 Budget	Cost to Date	Remaining Budget
Salary	\$1,154,188	\$82,453	\$1,071,735
Benefits	\$326,612	\$23,648	\$302,964
Office	\$82,200	\$7,579	\$74,621
Other	\$87,000	\$2,398	\$84,602
Totals *	\$1,650,000	\$116,078	\$1,533,922

* Includes pending costs



Diversion Authority Finance Committee Meeting

February 26, 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	<p>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.</p>
MDU, Sauvageau & MFDA	Utility Service for Property Relocation	<p>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.</p>

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

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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.

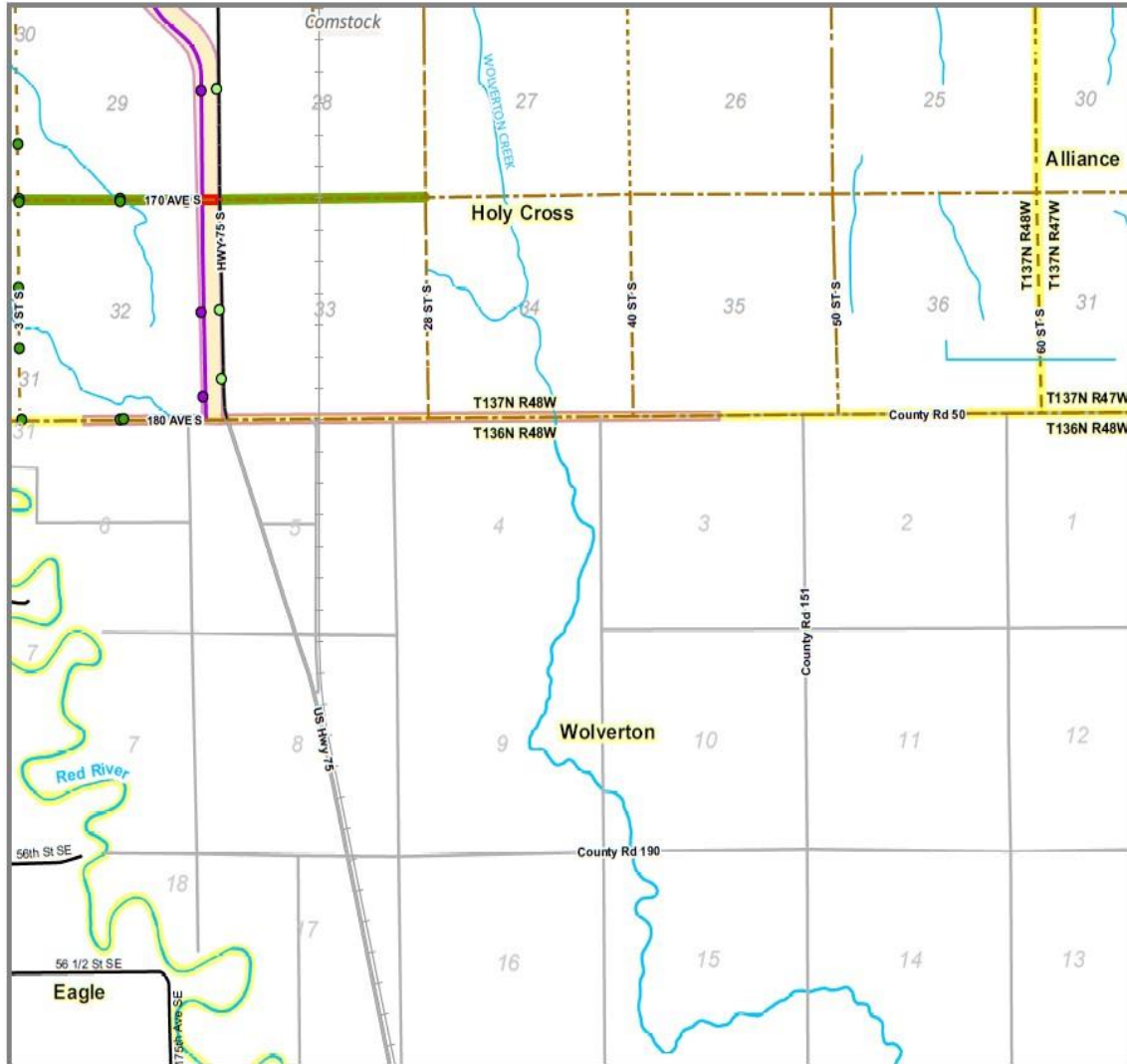
WILKIN COUNTY, MINNESOTA

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

ATTEST:

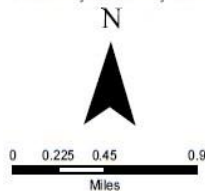
Stephanie Sandbakken, County Administrator

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\SMOU 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

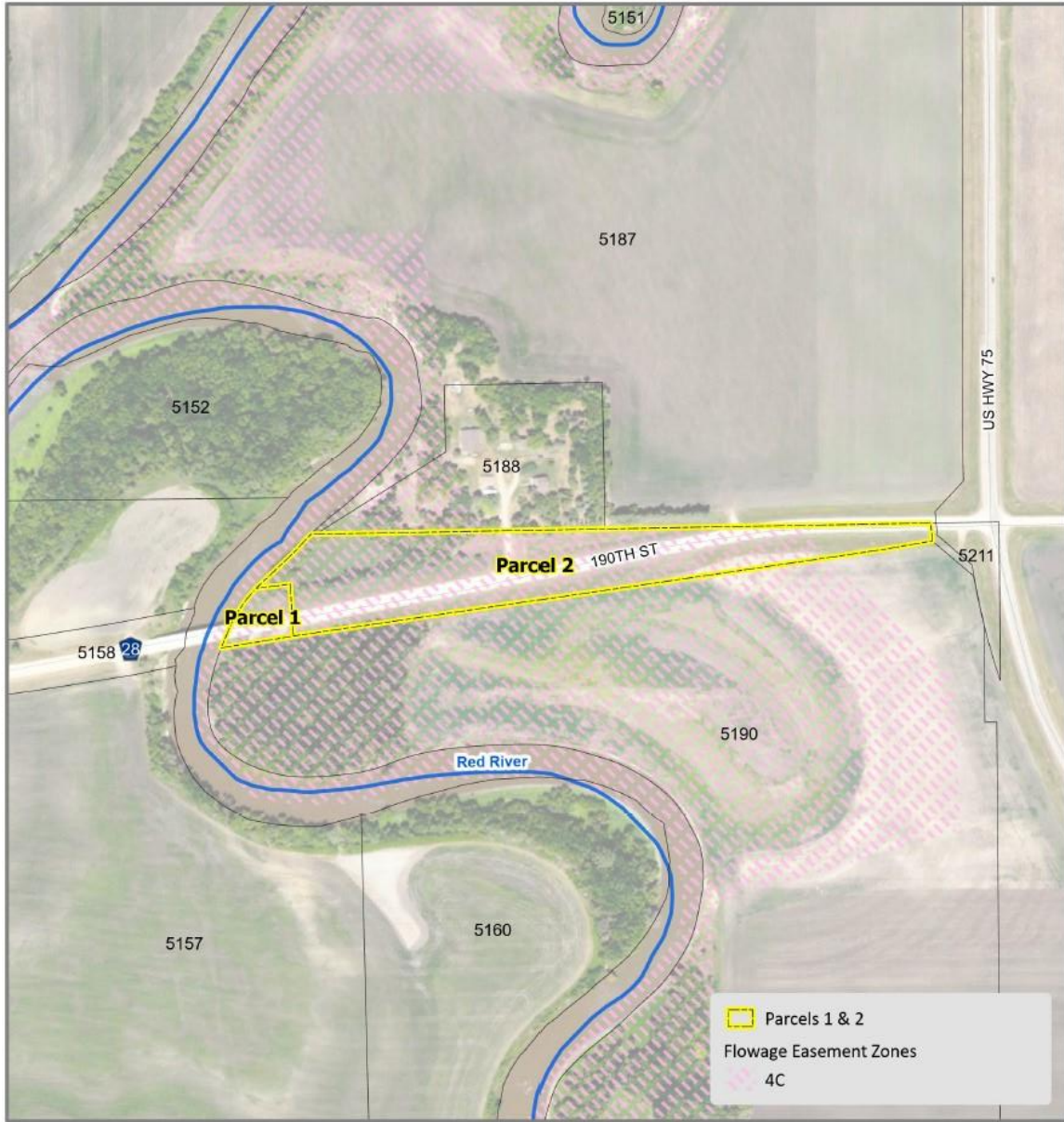
All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West, that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following 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

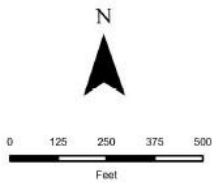
All that land lying South of the North line of Government Lot One (1), Section Twenty-nine (29), Township One Hundred Thirty-six (136) North of Range Forty-eight (48) West, that lies between the North line of said Government Lot One (1) and a line lying parallel and 80 feet distant South of the following 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.



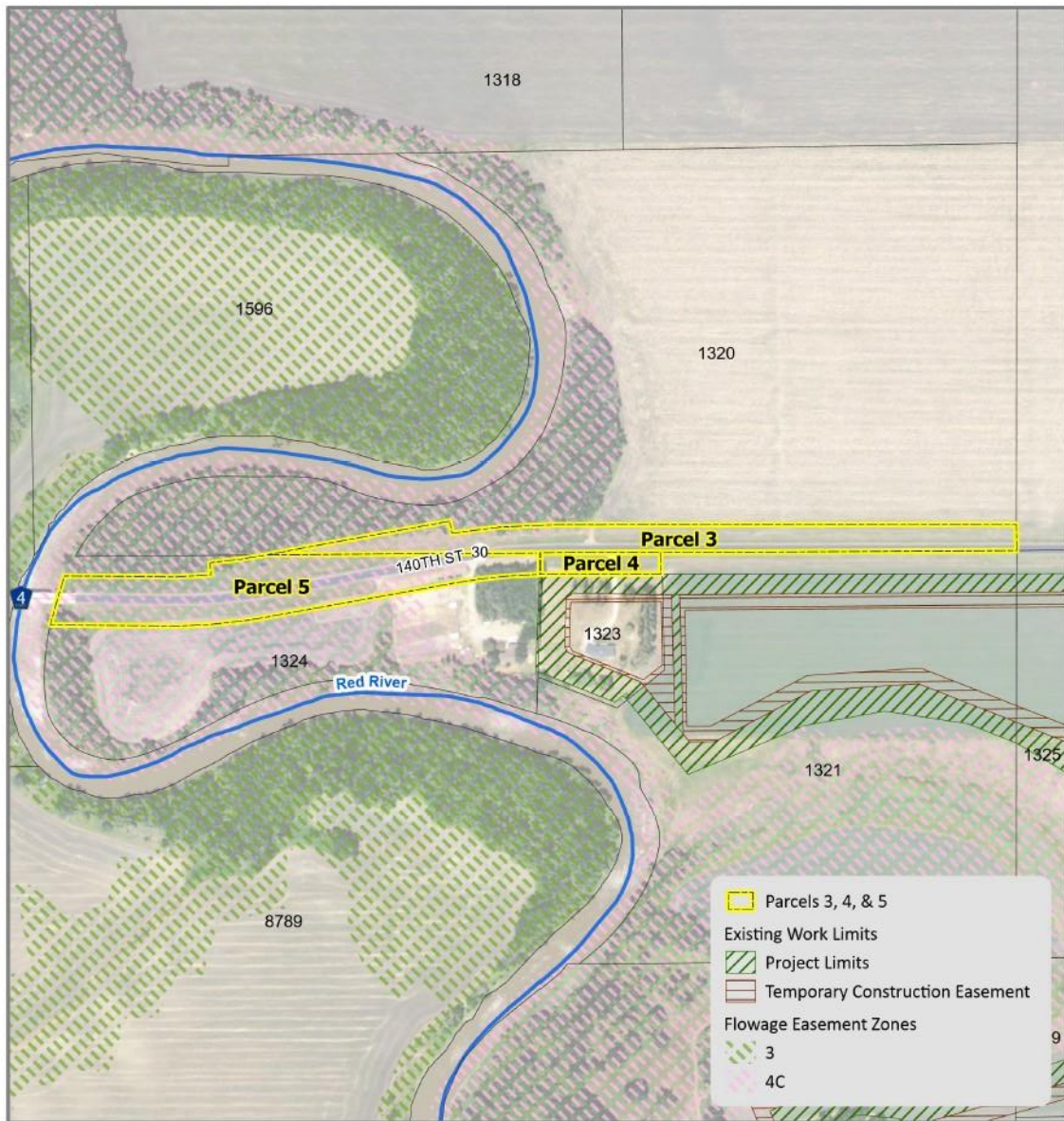
Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown herein are based on County GIS data. Final acreages and legal descriptions to be determined 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



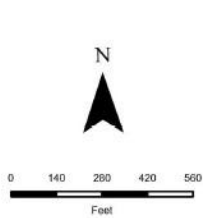
**Wilkin County Parcels
Memorandum of Understanding
Exhibit D**

FM AREA DIVERSION
Map Date: 8/30/2024





Any reliance upon this map is at user's own risk. 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 MIN 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°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°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.

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°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°57' West, along said Tangent, 879.76 feet, thence North 88°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°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°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°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.

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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

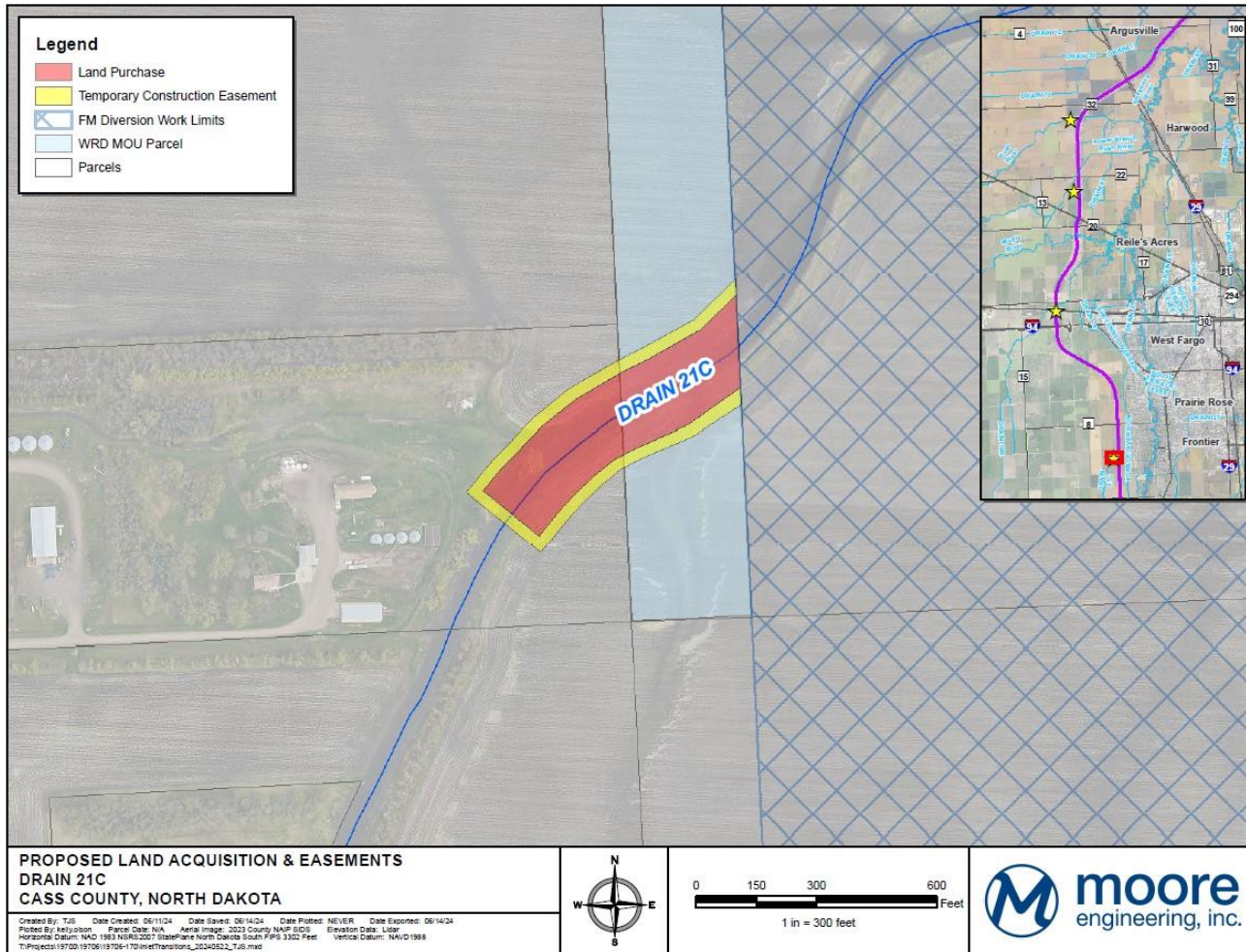


EXHIBIT B

PROJECT LIMITS AND TRANSITIONAL AREA MAP – DRAIN 50

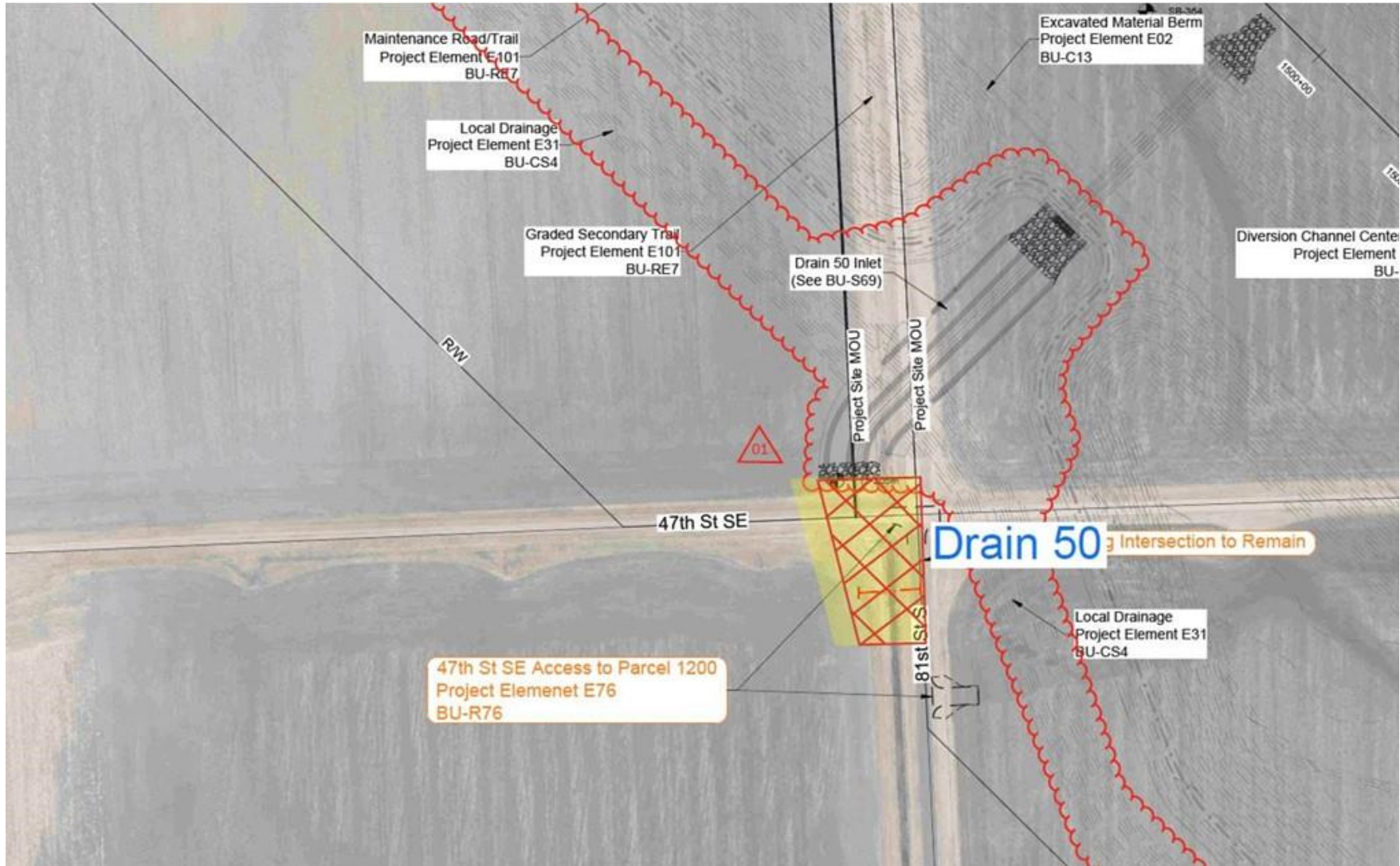
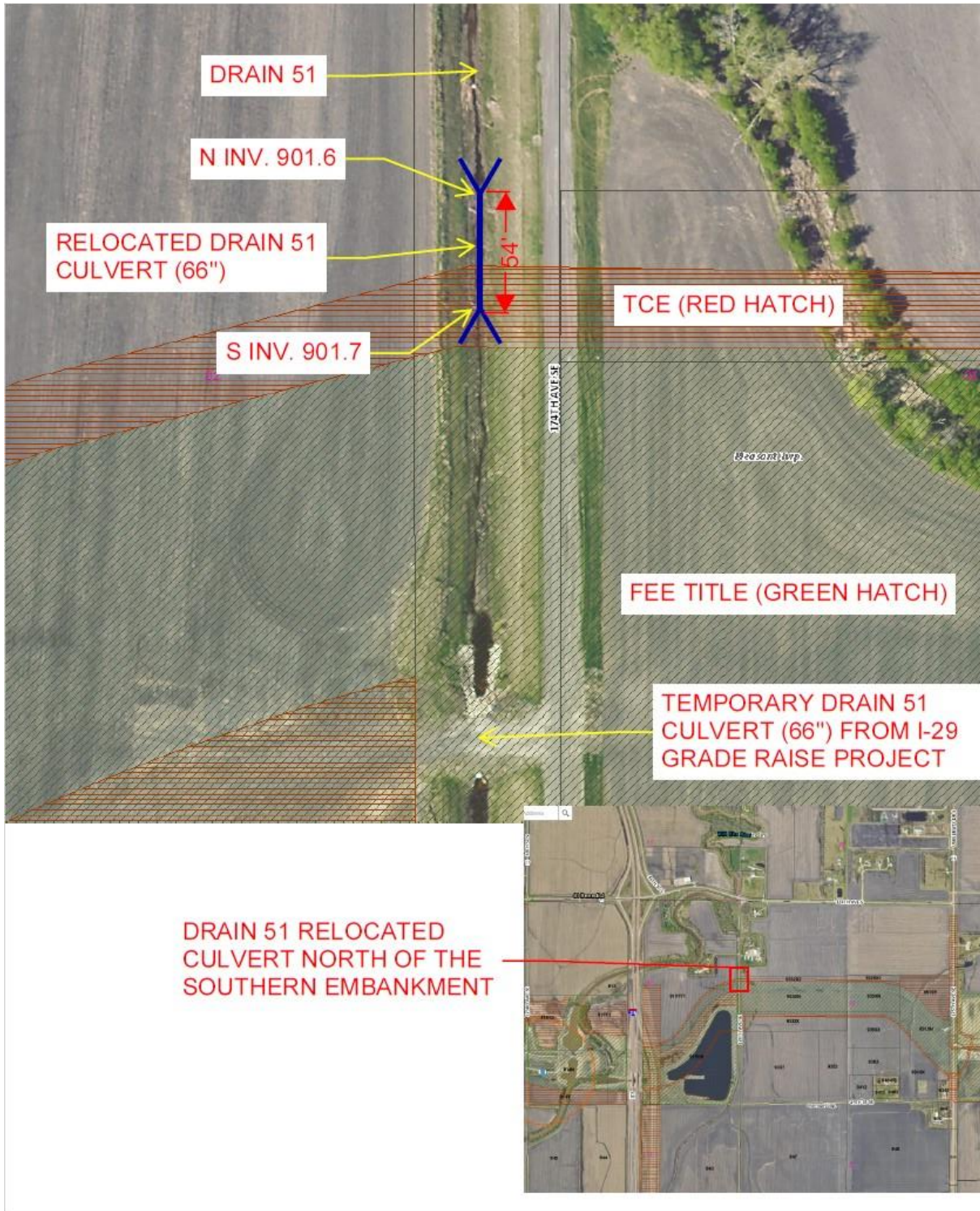
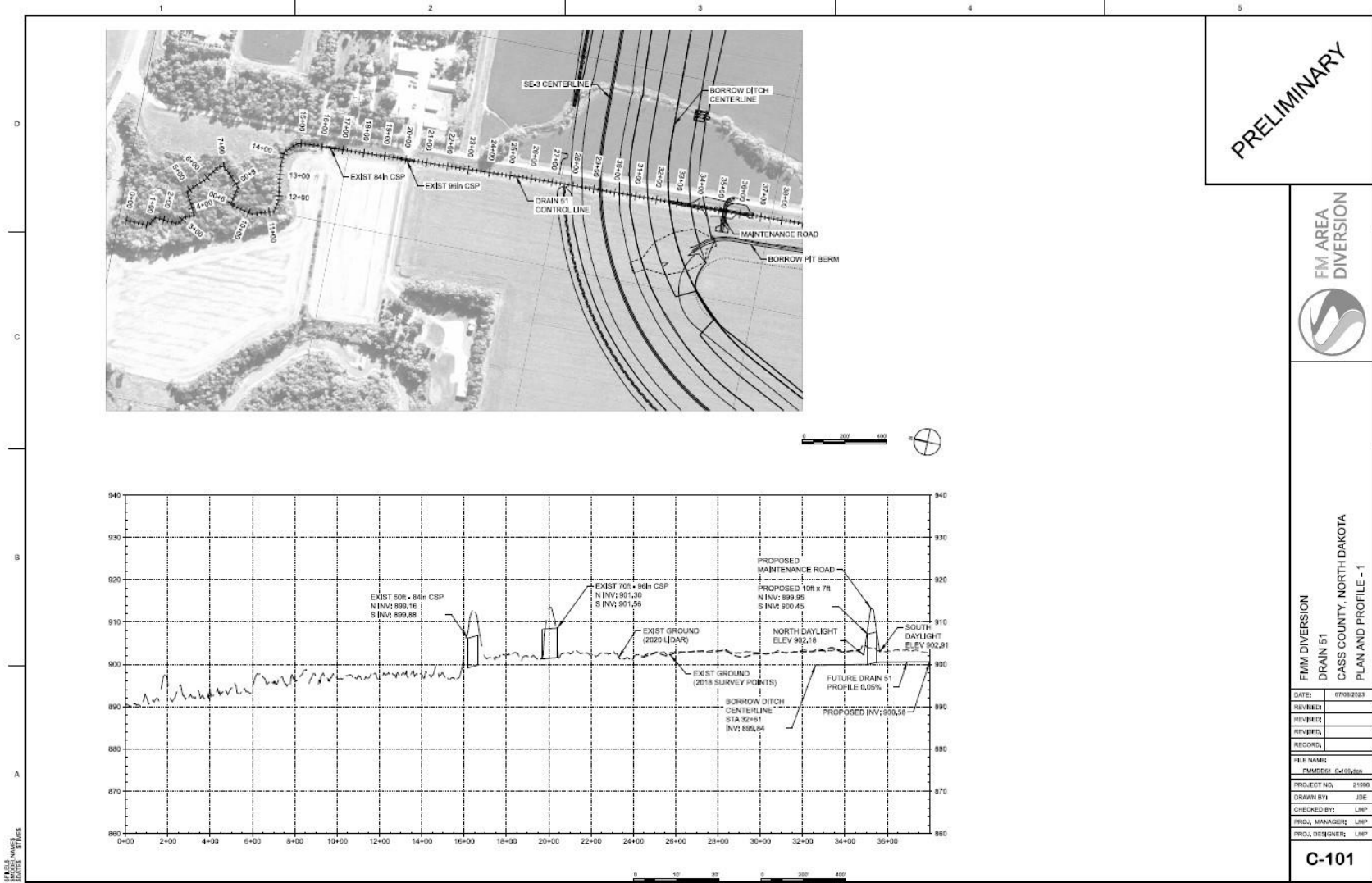


Exhibit C

DRAIN 51 CULVERT RELOCATION





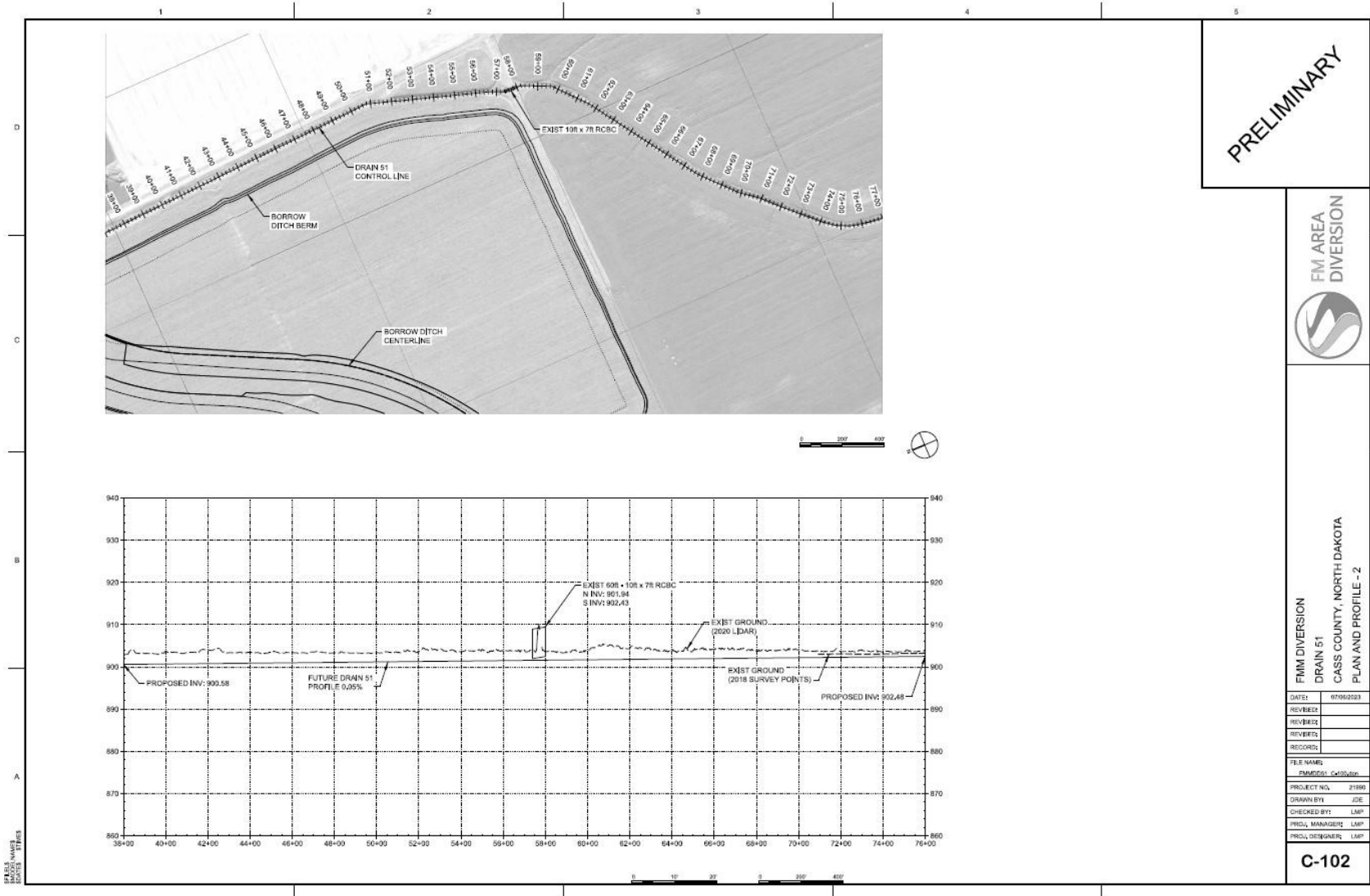
PRELIMINARY



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

DATE:	07/01/2023
REVISION:	
REVISION:	
REVISION:	
REVISION:	
REVISION:	
FILE NAME:	C:\Users\c\Documents\...
PROJECT NO.:	23190
DRAWN BY:	JSC
CHECKED BY:	LMP
PROJ. MANAGER:	LMP
PROJ. DESIGNER:	LMP

C-101



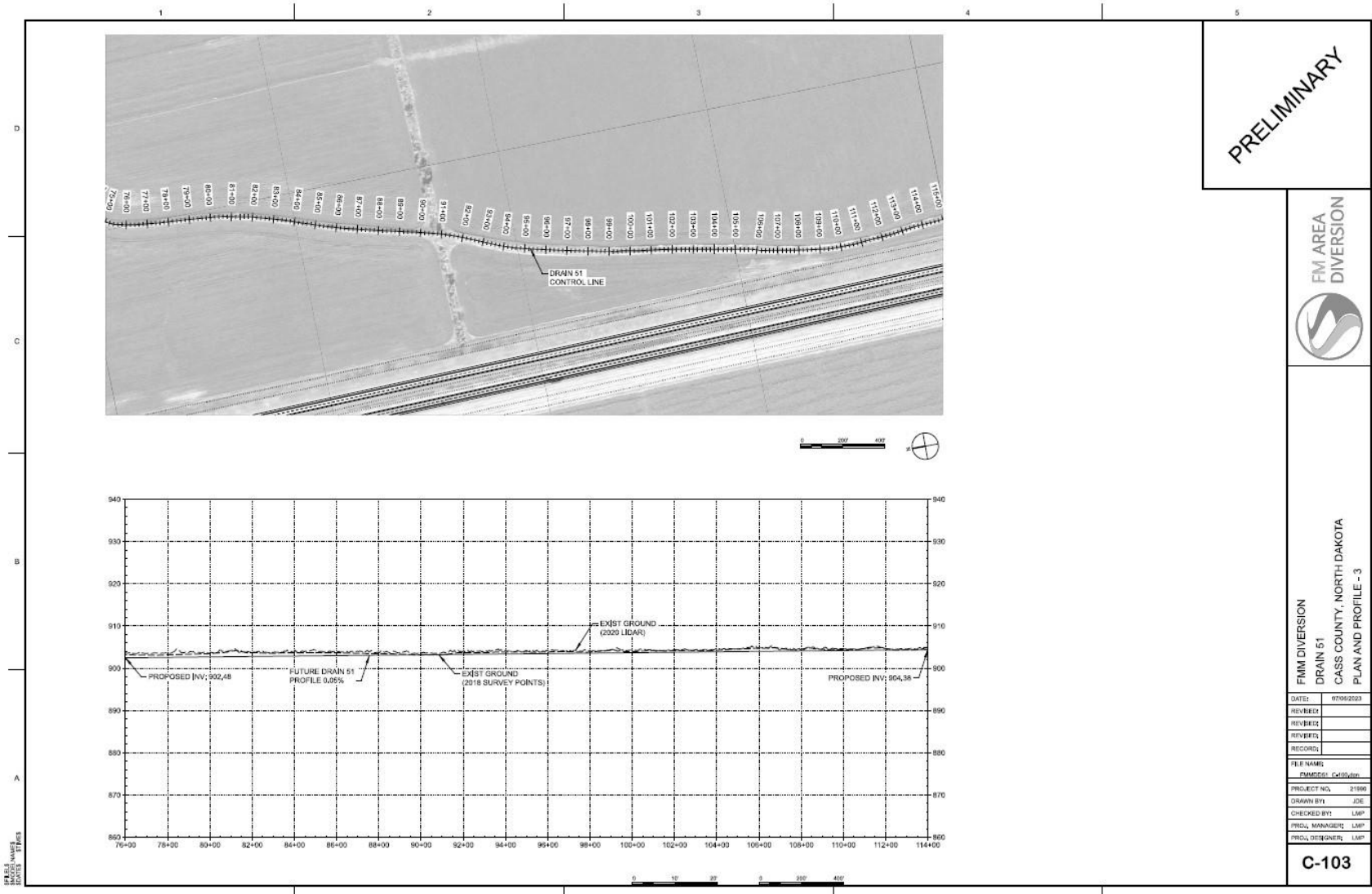
PRELIMINARY



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

DATE:	07/06/2023
REVISED:	
REVISION:	
REVISION:	
RECORD:	
FILE NAME:	FM00001_C-102.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:	
D:\MISC\2023\07\06\23\070623\070623.dwg	
PROJECT NO.	21096
DRAWN BY	JZC
CHECKED BY	LMP
PRCL. MANAGER	LMP
PRCL. DESIGNER	LMP

C-103

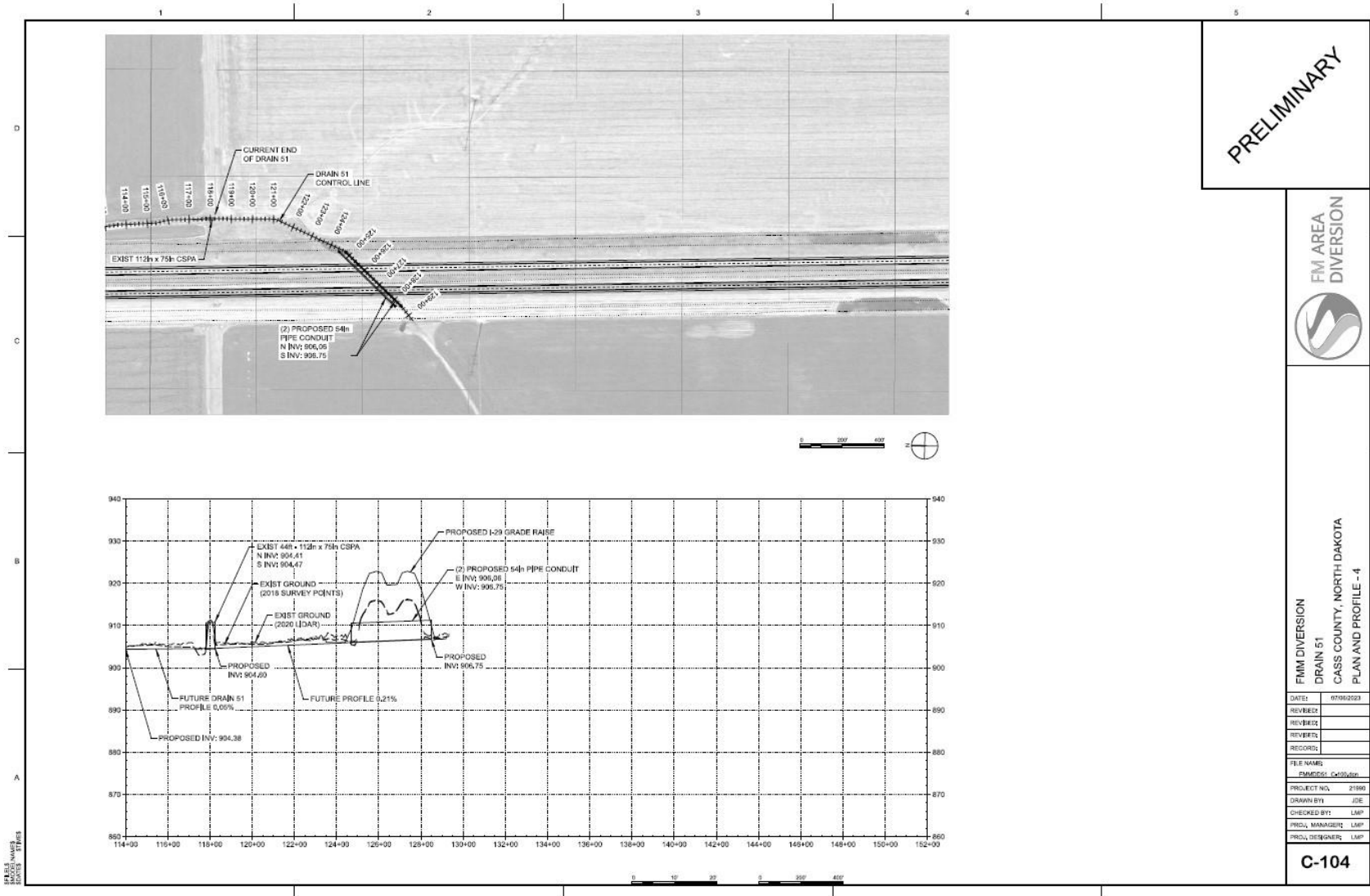


Exhibit D

DRAIN 50 REVISED DATA SHEET

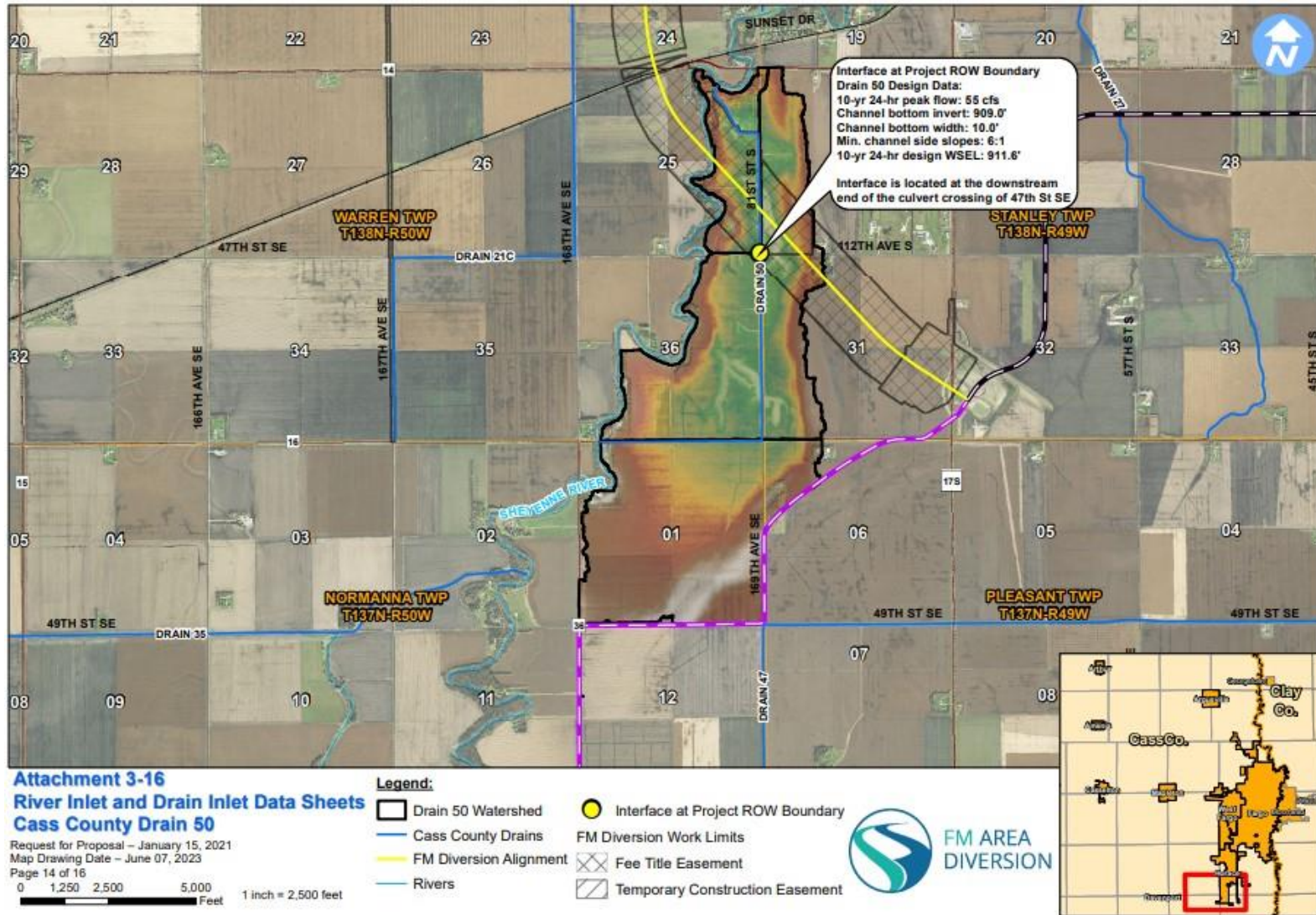
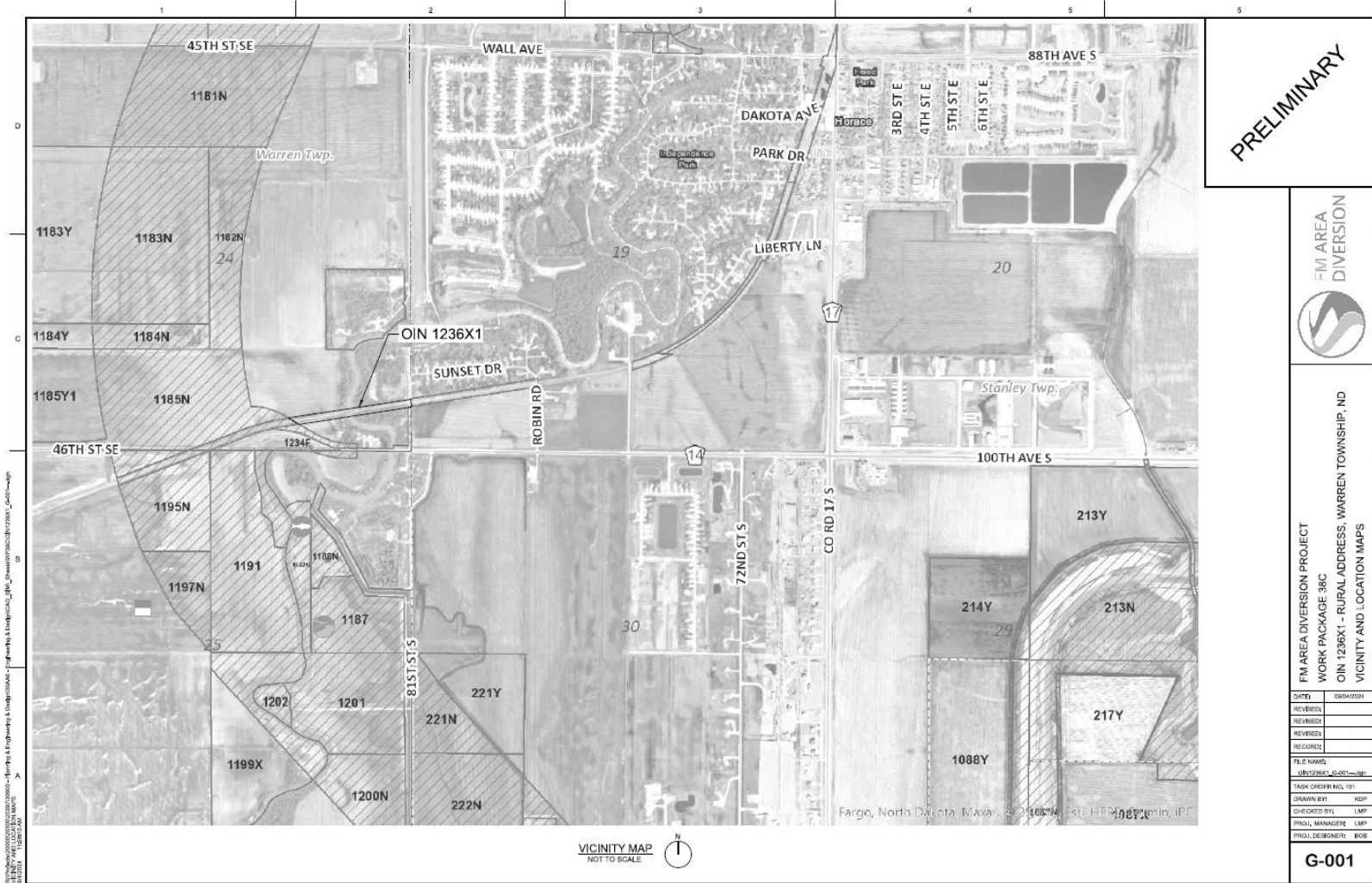
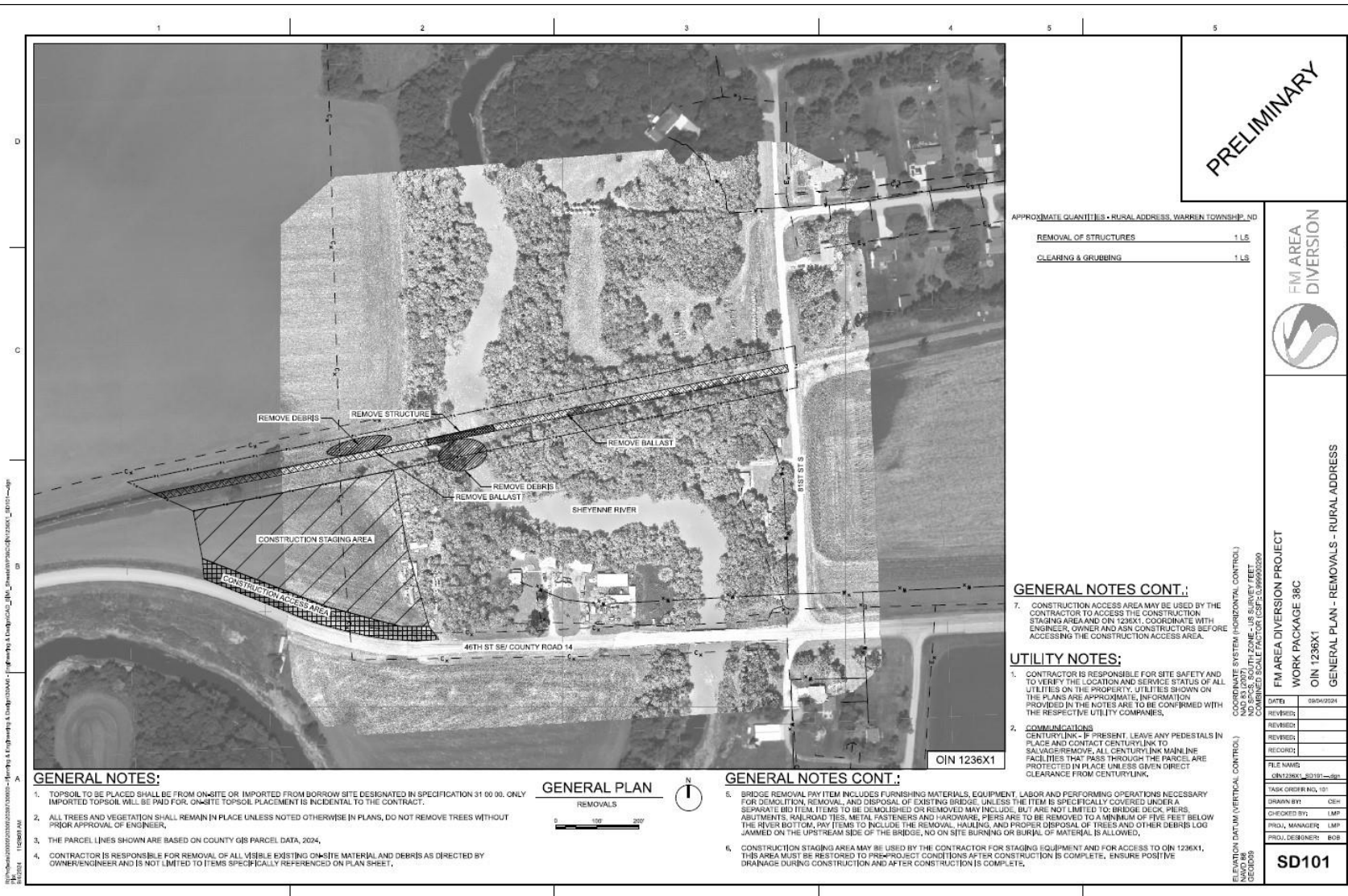


Exhibit E

SHEYENNE RIVER RAILROAD BRIDGE DEMOLITION PLANS





H:\Projects\2024\20240226\20240226_142\Drawings\20240226_142_01.dwg
 Project: 20240226_142
 User: jlp
 Date: 2/26/2025 10:00:00 AM

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 PLAN



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.

PRELIMINARY

APPROXIMATE QUANTITIES - RURAL ADDRESS, WARREN TOWNSHIP, ND

REMOVAL OF STRUCTURES	1 LS
CLEARING & GRUBBING	1 LS



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:

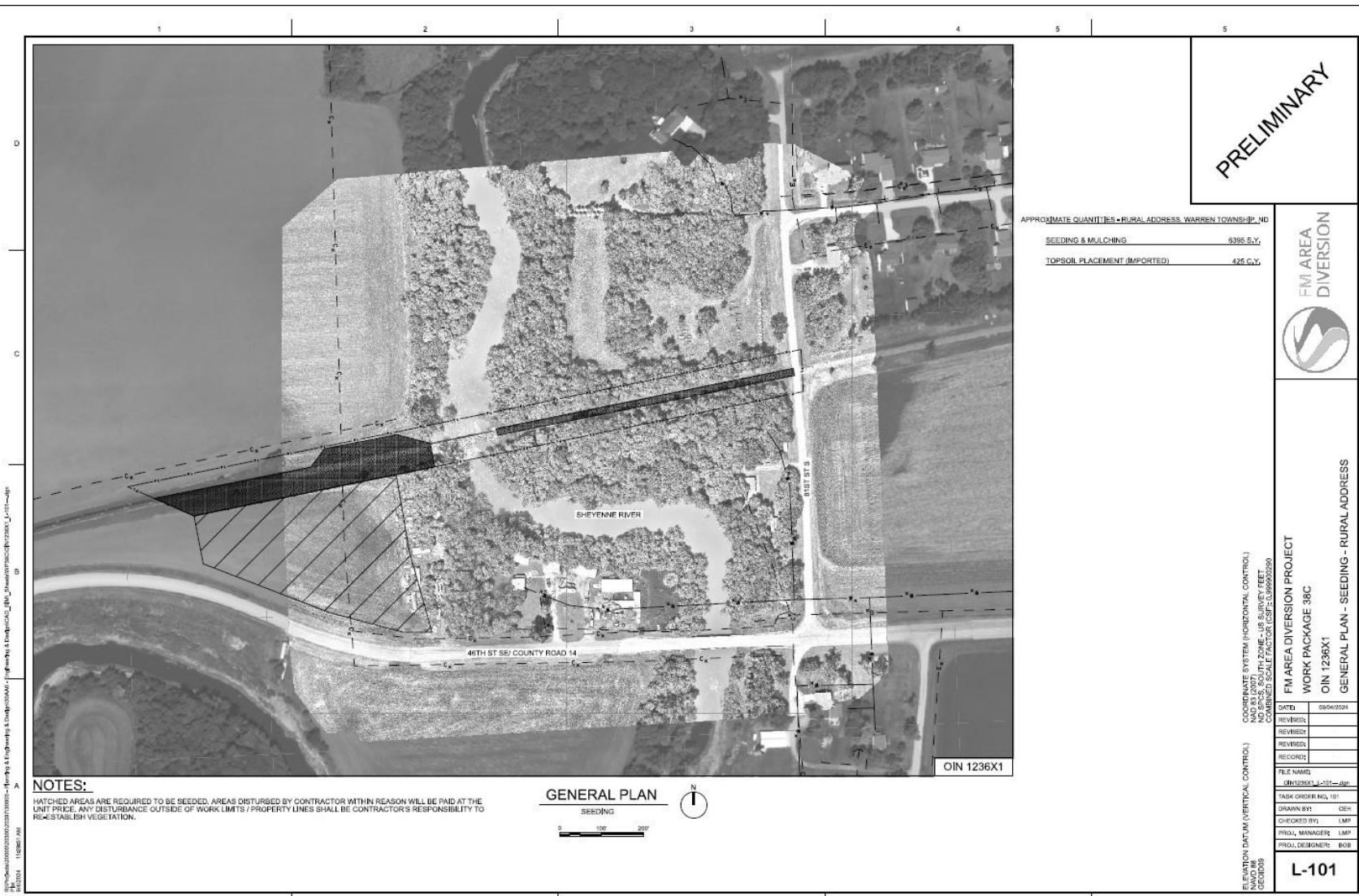
1. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND TO VERIFY THE LOCATION AND SERVICE STATUS OF ALL UTILITIES ON THE PROPERTY. UTILITIES SHOWN ON THIS PLANS ARE APPROXIMATE. INFORMATION PROVIDED IN THE NOTES ARE TO BE CONFIRMED WITH THE RESPECTIVE UTILITY COMPANIES.
2. **COMMUNICATIONS**
CENTURYLINK - 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, SOUTH ZONE - US SURVEY FEET
 COMBINED SCALE FACTOR (CSF): 0.999999289

ELEVATION DATUM (VERTICAL CONTROL):
 GCSNAD83

DATE	08/04/2024
REVISED	
REVISED	
REVISED	
RECORDED	
FILE NAME	OIN1236X1_20191-00.dwg
TASK ORDER NO. (01)	
DRAWN BY	CEW
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.



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

DATE	08/04/2024
DATE	
DATE	
DATE	
DATE	
DATE	
FILE NAME	081236X1 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.

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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 Authority 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.

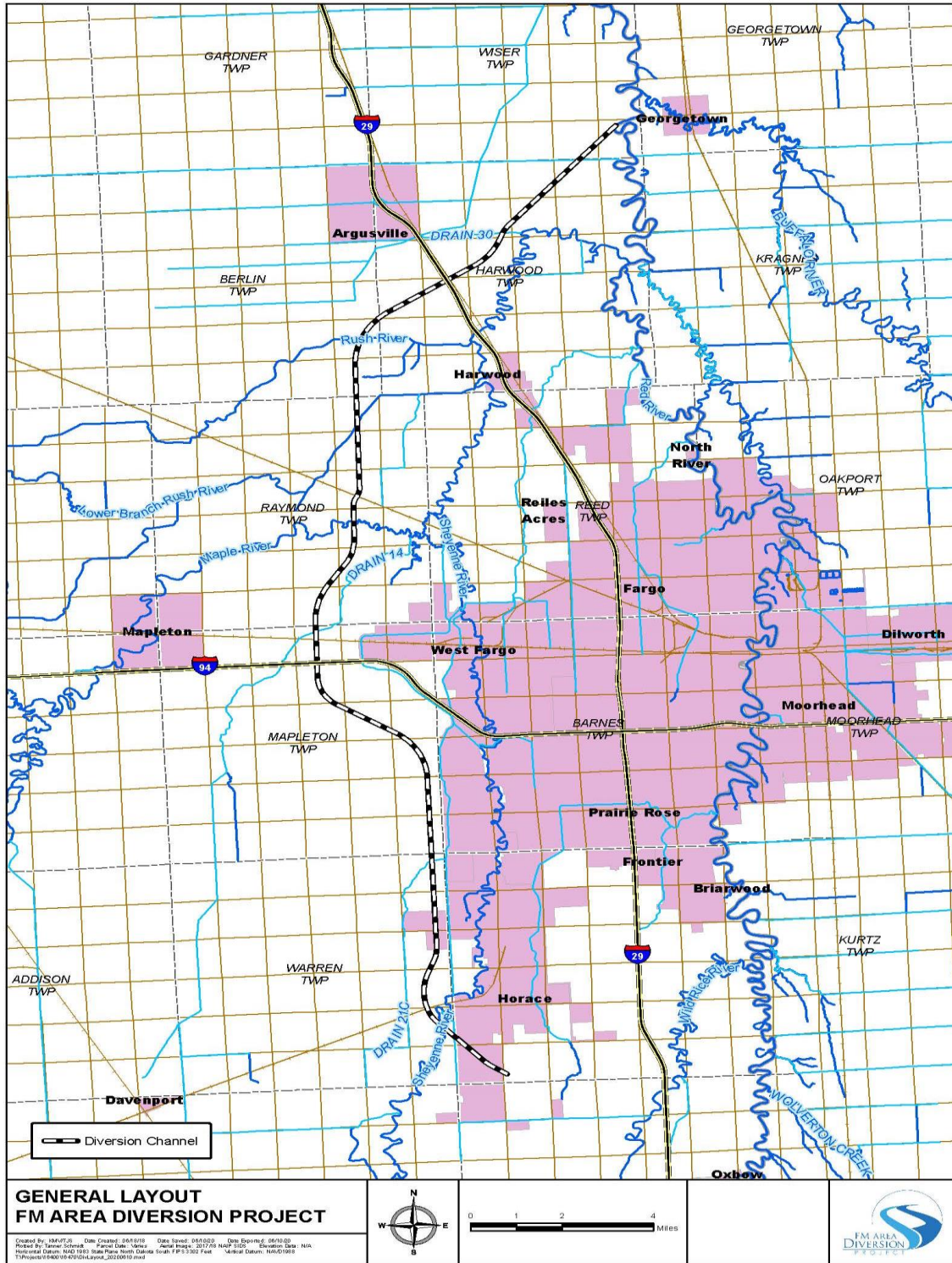
WARREN TOWNSHIP, NORTH DAKOTA

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
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<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

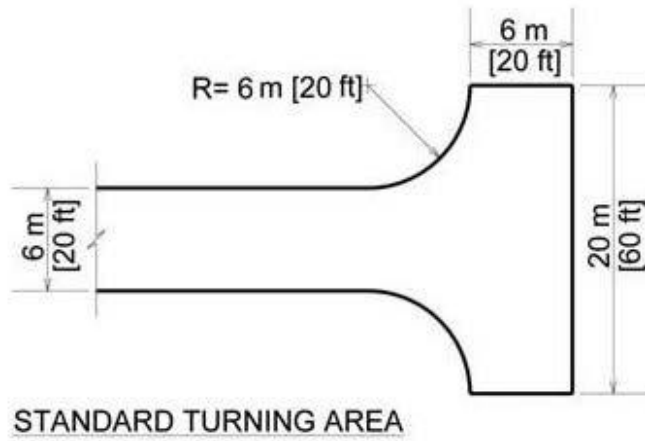
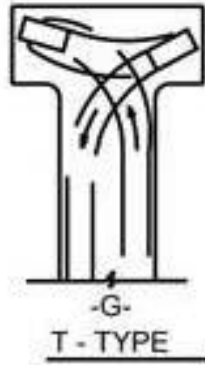
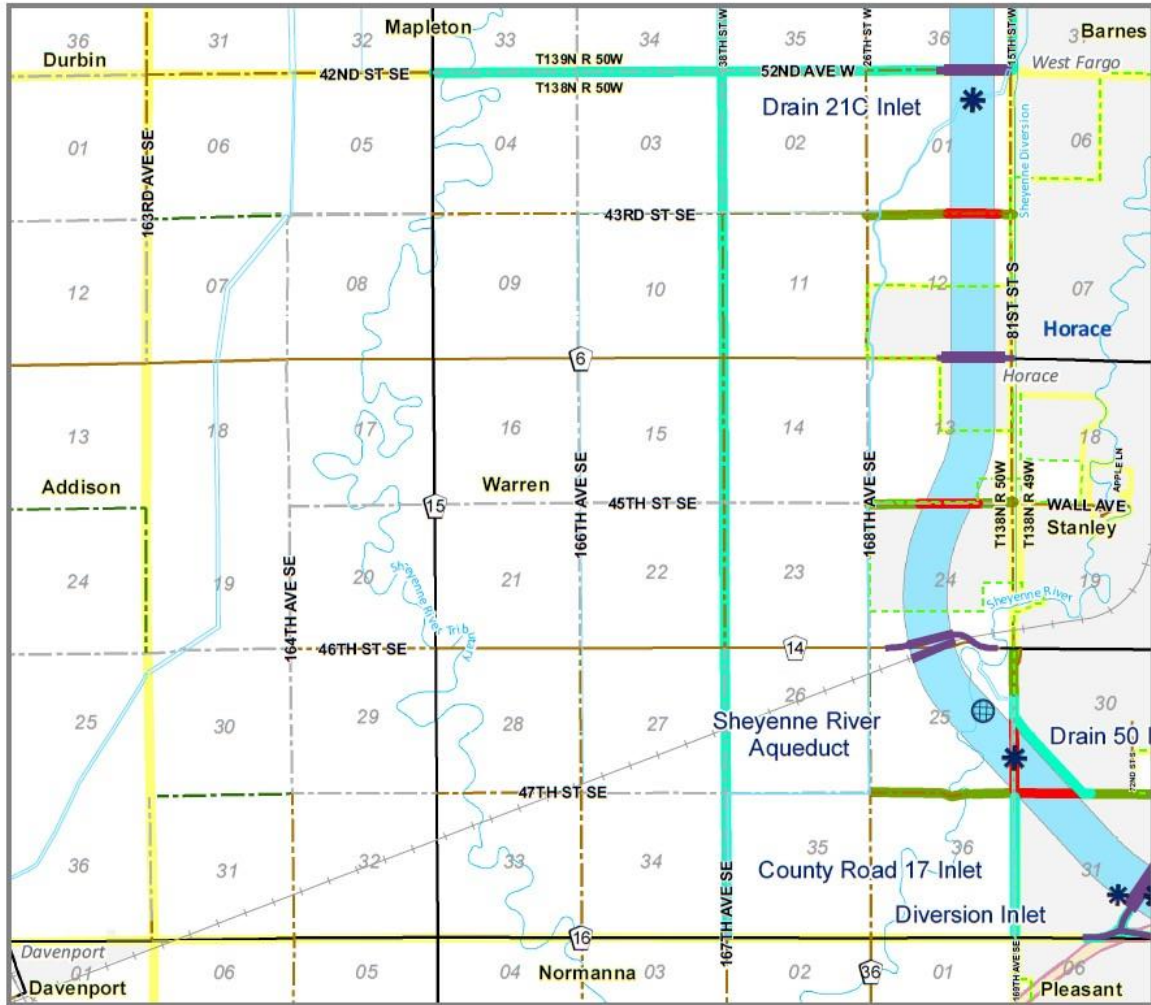
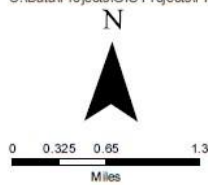


EXHIBIT E PROJECT IMPACTS MAP



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



Diversion Authority Finance Committee Meeting

February 26, 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):

<p>Network Center Incorporated Services Agreement – Amendment 0 Diversion Authority – IT Services</p>	<p>\$31,375.00</p>
<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 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										