

Board Agenda



Diversion Board of Authority

August 28, 2025 @ 3:30 p.m. CST

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

1. Call to Order
 - a. Roll Call of Members
2. Approve minutes from July 24, 2025
[Attachment 01.00] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
 - a. Finance Report [Attachment 02.00] (Pg. 8)
 - b. Voucher Approval [Attachment 03.00] (Pg. 29)
 - c. MOUs and Agreements [Attachment 04.00] (Pg. 41)
 - i. MnDOT & MFDA Joint Powers Agreement [Attachment 04.01] (Pg. 43)
 - d. DA Board Approval Contracting Actions [Attachment 05.00] (Pg. 83)
 - i. JT Lawn Services Agreement, Amendment 0 – Snow Removal [Attachment 05.01] (Pg. 85)
 - ii. Braun Intertec Task Order 4 Amendment 6 [Attachment 05.02] (Pg. 87)
 - iii. HMG Task Order 101 Amendment 14 [Attachment 05.03] (Pg. 90)
 - iv. Cass County Electric Coop Task Order 25 Amendment 0 [Attachment 05.04] (Pg. 95)
 - v. C Three Media Services Agreement 2024 Amendment 1 [Attachment 05.05] (Pg. 98)
 - e. Excess Land Auction Results [Attachment 06.00] (Pg. 101)

REGULAR AGENDA:

5. Executive Director Update
 - a. MFDA Board Retreat and Project Tour [Attachment 07.00] (Pg. 111)
 - b. Red River Structure Event
 - c. USACE Senior Leadership Meeting
6. General Counsel Update

- a. MFDA Resolution of Policy Regarding Public Comment Requirements at Regular Meetings [Attachment 08.00] (Pg. 112)
 - b. Dispute Review Board Update
 - c. Settlement Agreement Implementation Update
 7. Project Updates
 - a. USACE Project Update [Attachment 09.00] (Pg. 115)
 - b. SWDCAI Project Update [Attachment 10.00] (Pg. 117)
 - c. Project Safety Update [Attachment 11.00] (Pg. 118)
 - d. P3 Monthly Update [Attachment 12.00] (Pg. 119)
 - e. Monthly Drone Footage Video
 8. Communications Team Update
 9. Land Management Update
 - a. Property Acquisition Status Report [Attachment 13.00] (Pg. 157)
 10. Finance Update
 11. Other Business
 12. Public Comment – 15 minutes maximum. Each speaker is limited to three minutes.
 13. Next Meeting: September 25, 2025
 14. Adjournment
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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 YouTube

Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:30 PM – July 24, 2025

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on July 24, 2025. The following members were present: Bernie Dardis, Mayor, City of West Fargo; Dr. Tim Mahoney, Mayor, City of Fargo; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Tony Grindberg, Cass County Commissioner; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Kevin Campbell, Clay County Commissioner; Jim Kapitan, Cass County Commissioner; Lisa Borgen, Moorhead City Council and Denise Kolpack, Fargo City Commissioner.

Member(s) absent: Shelly Carlson, Mayor, City of Moorhead and Duane Breitling, Cass County Commissioner.

1. CALL TO ORDER

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

2. APPROVE THE MINUTES FROM THE JUNE 26, 2025, MEETING

MOTION PASSED

Ms. Kolpack moved to approve the minutes from the June 26, 2025, meeting and Ms. Borgen seconded the motion. On a voice vote, the motion carried.

3. APPROVE THE MINUTES FROM THE JULY 2, 2025, SPECIAL MEETING

MOTION PASSED

Mr. Ebinger moved to approve the minutes from the July 2, 2025, special meeting and Mr. Kapitan seconded the motion. On a voice vote, the motion carried.

4. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

Mayor Mahoney moved to approve the order of the agenda as presented and Mr. Kapitan seconded the motion. On a voice vote, the motion carried.

5. APPROVE THE CONSENT AGENDA

MOTION PASSED

Mr. Piepkorn moved to approve the consent agenda, amending item 5., e., v., to state *sale as recommended by the Land Management Committee* and Mr. Kapitan seconded the motion. On a roll call vote, the motion carried

6. EXECUTIVE DIRECTOR UPDATE

a. MFDA Mid-Year Review

Mr. Benson presented the 2025 mid-year review, highlighting the successes. The presentation can be viewed in its entirety on www.fmdiversion.gov.

7. GENERAL COUNSEL UPDATE

a. Technical Dispute Review Board Update

Mr. Shockley reported that the TDRB held a virtual organizational meeting on July 15, 2025; they will continue to hold meetings every quarter with two on-site meetings at the MFDA office, annually. All the pending disputes were resolved and withdrawn per the settlement agreement.

8. PROJECT UPDATES

a. USACE Project Update

Mr. Grindberg introduced Colonel Matthew Chase, the new USACE St. Paul District Commander. Colonel Chase shared his background and stated that he is looking forward to leading the St. Paul District.

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Completion date is now 28 Oct 2025. Training held 19 June. Final inspections upcoming. Turnover to Sponsors for OMRRR anticipated in November 2025.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Completion date is now 28 November 2025. Operating machinery corrections, final inspections and training upcoming. Turnover to Sponsors for OMRRR anticipated in December 2025.

3 Red River Structure (RRS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 81% complete. Construction completion date is 30 April 2026. East and west dam wall and approach apron and gate machinery install ongoing. Red River re-route rescheduled for 7 Aug 2025 due to wet and high river conditions.

4 Southern Embankment – Reach SE-2A – Construction

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

5 Drain 27 Wetland Mitigation Project Plantings – Construction

Native plantings 5-year contract for wetland establishment. Completion date is 1 December 2027. Contractor replanting areas disturbed by adjacent producers.

6 FY2024 Contract Awards – Construction

OHB Ring Levee: 50% complete. Levee construction ongoing. Contractor digging inspection trench. Contract completion date is 17 October 2025. Reach SE-1B: 36% complete. Anticipate opening CR16/17 by October 2025. Contract completion date is 13 March 2026. Reach SE-2B: 45% complete. Embankment construction ongoing. Paving of CR16 crossing pending. Contract completion date is 23 August 2026. Forest Mitigation #1: Contractor is planting. Contract completion date is 31 Dec 2028. Reach SE-4: 9% complete. Embankment construction continues. road work. Contract completion date is 30 September 2026.

7 FY2025 Contract Awards – Construction

SE-3: 2% complete. Embankment construction continues. Contract completion date is 11 September 2026. SE-5: Contractor is clearing and grubbing. Wolverton Creek crossing must be complete by 15 Nov 2025. Contract completion date is 8 September 2026. Forest Mitigation #2: Contractor is planting. Contract completion date is 31 Dec 2029.

8 I-29 Raise – Operations and Maintenance (OMRRR)

Turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

9 Drayton Dam Mitigation Project Design - Operations and Maintenance (OMRRR)

Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual coordination continues.

b. SWDCAI Project Update

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

30 to 60 Day Outlook

- CR-10, I-29, CR-22, BNSF Hillsboro
- BNSF Prosper
- I-94
- Drain 21C Inlet
- SE-2B
- Red River Structure

Misc. Highlights

- Channel Excavation
- Rush River Inlet
- Authority Administration Building

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period June 1 to June 30, 2025. He reported that there were two minor incidents that included heat exhaustion and a fractured finger requiring first aid but overall, it was a good month and there were no other incidents to report.

d. P3 Monthly Update

Mr. Bakkegard highlighted the road closure section in the July P3 monthly update.

TEMPORARY ROAD CLOSURES AND ANTICIPATED MAINLINE OPENING DATE

Interstate 29 – Bypass Operational August 2025
County Road 81 - Bypass Operational August 2025
County Road 22 - Bypass Operational July 2025
County Road 20 - Crossing Open to the public June 2025
County Road 10 - Bypass Operational June 2025
32nd Ave – Traffic Detoured to CR 8 and CR 31 August 2025
52nd Ave – Traffic Detoured to CR 8 and CR 31 August 2025
Interstate 94 – Bypass Operational August 2025
Interstate 94 – Eastbound Left Lane Closure
County Road 6 - Bypass Operational September 2025

ROADWAYS CURRENTLY CLOSED

24th St SE – Closed 9/21/2022
172nd Ave. SE – Closed 9/19/2022
171st Ave. SE – Closed 10/31/2023
170th Ave. SE – Closed 10/31/2023
169th Ave. SE – Closed 6/21/2023
29th St. SE – Closed 9/17/2023
32nd St. SE – Closed 3/20/2024
37th St. SE – Closed 9/20/2023
166th Ave. SE – Closed 5/24/2024
43rd St. SE - Closed 10/7/2024
38th St. NW – Closed 10/7/2024
112th Ave. S – Closed 10/10/2024
64th Ave. S – Closed 10/7/2024
45th St. SE – Closed 10/10/2024
26th St. W – Closed 10/15/2024
21st Ave. W – Closed 10/15/2024

21st Ave. W – Closed 10/15/2024

35th St. SE – Closed 10/7/2027

UPCOMING PERMANENT ROAD CLOSURES (TENTATIVE SCHEDULE)

32nd Ave. NW – Planned date August 2026 (MRA Access)

40th Ave. / CR 8 – Planned date August 2025

81st S – Planned date August 2026 (SRA Access)

ACTIVE BYPASSES

CR 81, I-29, CR 22, CR10, I-94 and CR6

ACTIVE BRIDGES

CR 4/31 and CR32 Crossing

ACTIVE DETOURS

32nd/52nd Ave. W Crossings

UPCOMING DETOURS

38th St. West and CR 16/17

Please reach out to Mr. Barthel if you have any questions regarding the report.

e. Monthly Drone Video

A video highlighting the progress that has been achieved since June 2025 was viewed.

9. COMMUNICATIONS TEAM UPDATE

Ms. Wieser Willson provided the following communications update:

Outreach Products

Media Relations:

- June construction update
- Settlement agreement
- New lands director

Newsletter:

- Faces of the Diversion: Tim King
- The Diversion Current: Red River Structure

Outreach:

- Lions Club presentation

10. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Mr. Fisher provided the following property acquisition status report:

- 98.4% completion in the Construction Footprint
- 61.3% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 61.3% of the parcels in the Upstream Mitigation Area have been acquired
- 78.1% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

Key Activities:

- Continued negotiating settlement agreements for existing eminent domain actions
- In the last month, successfully closed on 1 parcel / 1 owners in the UMA
- Continuing the process of disposing of Excess Lands
 - 43 parcels / 739.92 acres have been approved as Excess Lands
 - 11 parcels / 344.20 acres are moving through the Policy
 - 32 parcels / 395.72 acres have been sold or pending closing

Continuing efforts to dispose of the abandoned rail corridor in Horace, ND

- Auction of 6 Excess Land parcels on July 22
- Completed plats of Diversion Channel lands in 5 of the 7 townships, working to finalize plats for the remaining 2 townships
- Preparing for eminent domain trials starting in August 2025.

11. FINANCE UPDATE

Mayor Dardis reported that the finance committee met and approved the bills payable through July 15, 2025, in the amount of \$4,594,797. A Budget Change Request of \$20,000,000, was approved that will bring the current 2025 cash budget to \$4,447,555,689.

a. BCR 021 – Developer Statement of Principles 2025 Payments

Mr. Barthel provided an overview and summary of the above-referenced Budget Change Request: Obligate \$20 million of the P3 program contingency to the 2025 cash budget to support Section 22 of the Statement of Principles (SOP) executed 7/3/2025. The 2025 cash budget will increase from \$427,555,689 to \$447,555,689 as a result of this change and includes BCR-020 Minnkota Power substation relocation. Request justification: the Statement of Principles (SOP) executed on July 3, 2025, resolves various commercial issues and, as such payments to the Developer in 2025 are to be made according to Section 22 of the SOP.

MOTION PASSED

Ms. Kolpack moved to approve the Budget Change Request as presented and Mayor Mahoney seconded the motion. On a roll call vote, the motion carried.

b. Sales Tax Update 2024 Collections

There was no sales tax update.

12. OTHER BUSINESS

There was no other business to discuss.

13. PUBLIC COMMENT

There were no public comments.

14. NEXT MEETING

The next meeting will be on August 28, 2025.

15. ADJOURNMENT

The meeting adjourned at 4:11 PM.

	790: FM Diversion Project Fund							770: Budget Fund				773: Excess Capital Fund			
	2011-2020	2021	2022	2023	2024	2025	Total	2021-2023	2024	2025	Total	2024	2025	Total	Grand Total
Revenues															
City of Fargo	229,263,214	39,900,525	41,606,950	43,281,539	43,640,465	16,115,650	413,808,344		-	-	-	-	-	-	413,808,344
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	8,027,207	330,410,336		-	-	-	-	-	-	330,410,336
State Water Commission	270,967,976	44,928,872	21,249,909				337,146,758		-	-	-	-	-	-	337,146,758
State of ND - Legacy Fund	-	-	105,992,160	129,134,268	134,294,754	42,072,289	411,493,472		-	-	-	-	-	-	411,493,472
State of ND - SRF	-	-	1,272,652	8,316,726	9,745,091	8,686,450	28,020,919		-	-	-	-	-	-	28,020,919
Cass County Joint Water Resource District		28,630,991					28,630,991		-	-	-	-	-	-	28,630,991
Other Agencies	706,805	-					706,805		-	-	-	-	-	-	706,805
City of Oxbow MOU Repayment	2,822,634	122,038					2,944,671		-	-	-	-	-	-	2,944,671
Reimbursements	168,602	52,055	18,930	15,735	19,631		274,953		-	-	-	-	-	-	274,953
Lease/Rental Payments	2,951,681	622,459	743,700	744,622	47,300	812,751	5,922,513		-	-	-	-	-	-	5,922,513
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843	983,100	10,013,610		-	-	-	-	-	-	10,013,610
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,807,311	7,108,238	33,303,802		-	-	-	-	-	-	33,303,802
Miscellaneous	4,886	7,336	1,987	70,350	76,997	2,341	163,898	3,320,850	1,665,282	974,100	5,960,232	-	-	-	6,124,130
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,056,477	83,808,027	1,602,841,071	3,320,850	1,665,282	974,100	5,960,232	-	-	-	1,608,801,303
Expenditures															
7905 Army Corp Payments	53,159,000	-	-	24,800	-	990,600	54,174,400	-	-	-	-	-	-	-	54,174,400
7910 WIK - Administration	6,125,744	2,650,150	1,994,938	3,221,009	6,053,234	2,992,238	23,037,314	3,249,868	1,462,847	660,203	5,372,918	-	-	-	28,410,232
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	1,719,189	51,511,922	-	-	-	-	-	-	-	51,511,922
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	7,226,361	137,716,358	-	-	-	-	-	-	-	137,716,358
7925 WIK - Recreation	278,223	-	-	-	-	-	278,223	-	-	-	-	-	-	-	278,223
7930 LERRDS - North Dakota	275,657,728	42,321,398	53,946,968	73,284,991	51,715,442	12,860,208	509,786,736	-	-	-	-	-	-	-	509,786,736
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	4,024,212	46,205,988	-	-	-	-	-	-	-	46,205,988
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142	66,585	37,631,937	-	-	-	-	-	-	-	37,631,937
7941 WIK Mitigation - Minnesota	-	112,271	357,080	933,799	586,522	577,105	2,566,777	-	-	-	-	-	-	-	2,566,777
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	34,006,877	27,584,818	226,847,690	-	-	-	-	-	-	-	226,847,690
7951 Construction - Minnesota	-	-	210,000	669,048	182,594	66,940	1,128,582	-	-	-	-	-	-	-	1,128,582
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	24,741	37,101,126	-	-	-	-	-	-	-	37,101,126
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	8,529	11,931,234	-	-	-	-	-	-	-	11,931,234
7959 SRF Construction	-	-	5,936,985	7,781,266	16,519,945	3,427,805	33,666,001	-	-	-	-	-	-	-	33,666,001
7980 Operations & Maintenance	190,811	2,971	138,066	83,898	85,983		501,729	-	-	-	-	-	-	-	501,729
7990 Project Financing	48,092,864	14,236,187	9,053,457	9,422,840	12,415,903	9,742,898	102,964,149	-	-	-	-	-	-	-	102,964,149
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	221,686	-	-	-	-	-	221,686	-	-	-	-	-	-	-	221,686
Total Expenditures	646,077,564	142,065,337	113,527,239	139,347,823	164,941,656	71,312,231	1,277,271,850	3,249,868	1,462,847	660,203	5,372,918	-	-	-	1,282,644,768
Other Financing Sources (Uses)															
Transfers From Other Diversion Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Other Diversion Funds	-	659,566	1,250,000	1,395,000	1,650,000	962,500	5,917,066	-	-	-	-	-	-	-	5,917,066
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	962,500	5,917,066	-	-	-	-	-	-	-	5,917,066

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

	FM Diversion Project Fund	Budget Fund	Grand Total
Assets			
Cash	\$ 282,216,504	\$ 587,314	\$ 282,803,818
Cash Horace 3.01 MIT	4,508,700	-	4,508,700
Cash BRRWD	9,163,292	-	9,163,292
Cash Held In Trust at BND			
Excess Revenue Fund	720,275	-	720,275
Temp Debt Obligation Fund	2,069,527	-	2,069,527
Authority Loan Fund	242,451	-	242,451
P3 Reserve Fund	16,793,482	-	16,793,482
SRF Loan Reserve Fund	2,379,454		2,379,454
Revenue Fund	3,893		3,893
Prepaid Expense	2,270,319	-	2,270,319
Refundable Deposit	50,000		50,000
Total assets	320,417,898	587,314	321,005,212
Liabilities			
Vouchers payable	638,601	-	638,601
Retainage payable	102,887	-	102,887
Rent Deposit	24,250	-	24,250
Total liabilities	765,739	-	765,739
 NET POSITION	 \$ 319,652,159	 \$ 587,314	 \$ 320,239,474

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	31/07/2025	346405	Cass County Government	\$70,305.78	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$70,305.78			
770-7910-429.20-01	31/07/2025	346405	Cass County Government	\$7,632.68	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$7,632.68			
770-7910-429.20-03	31/07/2025	346405	Cass County Government	\$160.00	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$160.00			
770-7910-429.20-06	31/07/2025	346405	Cass County Government	\$36.50	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$36.50			
770-7910-429.21-01	31/07/2025	346405	Cass County Government	\$4,224.87	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,224.87			
770-7910-429.21-02	31/07/2025	346405	Cass County Government	\$988.08	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$988.08			
770-7910-429.22-07	31/07/2025	346405	Cass County Government	\$9,181.08	DIVERSION PAYROLL EXPENSE	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$9,181.08			
770-7910-429.33-37	17/07/2025	346095	HighRoad Partners, LLC	\$600.00	DIVERSION IT SERVICES	V09701	HR SERVICES
Other Services / HR Services				\$600.00			
770-7910-429.34-15	10/07/2025	345946	Marco Technologies	\$736.00	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
	17/07/2025	346140	Network Center Inc.	\$927.50	IT SERVICES	V13801	IT SERVICE AGREEMENT
	31/07/2025	346416	CONSOLIDATED COMMUNI	\$470.00	701-150-0113/0 IT SERVICE	V00106	EXECUTIVE DIRECTOR
	31/07/2025	346479	Marco Technologies	\$2,206.27	DIVERSION IT SERVICES	V10301	SERVICE AGREEMENT - IT
Technical Services / Computer Services				\$4,339.77			
770-7910-429.38-99	31/07/2025	346405	Cass County Government	\$4,282.00	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Other Services / Other Services				\$4,282.00			
770-7910-429.43-50	31/07/2025	346405	Cass County Government	\$532.88	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Repair and Maintenance / Maintenance Service Contract				\$532.88			
770-7910-429.53-20	31/07/2025	346405	Cass County Government	\$472.68	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$472.68			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.56-60	31/07/2025	346405	Cass County Government	\$242.90	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$242.90			
770-7910-429.57-60	31/07/2025	346405	Cass County Government	\$822.86	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Exp				\$822.86			
770-7910-429.61-10	31/07/2025	346405	Cass County Government	\$287.55	DIVERSION MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$287.55			
770 Subtotal				\$104,109.63			
790-0000-206.10-00	03/07/2025	345792	INDUSTRIAL BUILDERS INC	\$10,000.00	PAY RETAINAGE	V06009	TO24-WP38C-OIN 9423,9436
	03/07/2025	345792	INDUSTRIAL BUILDERS INC	\$10,000.00	PAY RETAINAGE	V06010	TO36-WP38C OIN 1898
	17/07/2025	346181	Schmidt and Sons Inc.	\$9,650.00	Pay Retainage	V03815	TO22-WP38C-OIN 1130
Retainage				\$29,650.00			
790-7910-429.33-20	03/07/2025	345771	EIDE BAILLY LLP	\$9,112.69	AUDIT SERVICES 2024	V06407	2024 AUDIT
Other Services / Accounting Services				\$9,112.69			
790-7910-429.33-25	03/07/2025	345822	OHNSTAD TWICHELL PC	\$122,314.10	PROFESSIONAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346387	Ankura Consulting Group LLC	\$10,257.50	SCHEDULING SERVICES	V12801	SCHEDULING EXPERTISE
	31/07/2025	346427	DORSEY & WHITNEY LLP	\$99,928.24	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	31/07/2025	346502	OHNSTAD TWICHELL PC	\$95,835.15	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$328,334.99			
790-7910-429.34-20	10/07/2025	345871	C THREE MEDIA, LLC	\$8,455.20	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
	10/07/2025	345950	Neon Loon Communications, LL	\$13,463.75	COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	17/07/2025	346052	C THREE MEDIA, LLC	\$3,566.40	VIDEOGRAPHY SERVICES	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$25,485.35			
790-7910-429.34-40	10/07/2025	345900	Flint Group	\$1,250.00	DIVERSION WEBSITE DESIGN	V10201	WEBSITE DESIGN
Technical Services / Web Site Develop/Maintain				\$1,250.00			
790-7910-429.34-56	25/07/2025	EK07250	City of Fargo	\$18,007.50	FISCAL AGENT FEE - 07/25	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$18,007.50			
790-7910-429.42-05	17/07/2025	346043	Ambassador, Inc.	\$925.00	DIVERSION OFFICE CLEANING	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.52-30	23/07/2025	EK07250	AON RISK SERVICES CENTR	\$1,089,753.08	12.31.25 FMDA PREPAID	V00102	General & Admin. WIK
Insurance / General Liability				\$1,089,753.08			
790-7915-429.33-05	31/07/2025	346383	AECOM	\$12,343.25	CULTERAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	31/07/2025	346409	MOORE ENGINEERING INC	\$3,535.00	MOORE ENGINEERING	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$15,878.25			
790-7920-429.33-79	10/07/2025	345880	CH2M Hill Engineers Inc	\$555,451.04	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
	10/07/2025	345880	CH2M Hill Engineers Inc	\$1,036,249.06	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,591,700.10			
790-7930-429.33-05	17/07/2025	346042	ADVANCED ENGINEERING I	\$115,873.54	DIVERSION ENGINEERING	V00302	PROGRAM MGMT SERVICES
	31/07/2025	346409	HDR Engineering, Inc.	\$4,746.00	HDR ENGINEERING	V01201	Cass Joint Water OHB
	31/07/2025	346409	SRF Consulting Group	\$22,850.73	SRF CONSULTING GROUP	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$143,470.27			
790-7930-429.33-25	31/07/2025	346409	Larkin Hoffman Attorneys	\$24,195.50	LARKIN HOFFMAN	V01201	Cass Joint Water OHB
	31/07/2025	346409	OHNSTAD TWICHELL PC	\$51,859.80	OHNSTAD TWICHELL	V01201	Cass Joint Water OHB
Other Services / Legal Services				\$76,055.30			
790-7930-429.33-32	10/07/2025	345875	CROWN APPRAISALS	\$8,500.00	CROWN APPRAISALS, INC	V01201	Cass Joint Water OHB
	31/07/2025	346409	CROWN APPRAISALS	\$27,500.00	CROWN APPRAISALS	V01201	Cass Joint Water OHB
	31/07/2025	346409	DKJ Appraisal LLC	\$3,250.00	DKJ APRAISAL LLC	V01201	Cass Joint Water OHB
Other Services / Appraisal Services				\$39,250.00			
790-7930-429.33-47	17/07/2025	346187	Jodi Smith	\$271.60	JUNE TRAVEL EXPENSE	V13701	LAND ACQUISITION CONSULTIN
	17/07/2025	346187	Jodi Smith	\$12,000.00	DIVERSION CONSULTING	V13701	LAND ACQUISITION CONSULTIN
Other Services / Consulting Services				\$12,271.60			
790-7930-429.33-79	10/07/2025	345880	CH2M Hill Engineers Inc	\$6,644.32	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$6,644.32			
790-7930-429.38-95	17/07/2025	346112	JT LAWN SERVICE LLC	\$85,495.00	DIVERSION MOWING/WEED CON	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$85,495.00			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.38-99	24/07/2025	346255	Eagle Valley Evangelical Free C	\$9,125.00	REIMB DAKOTA MONUMENT	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Joseph & Jolene Sauvageau	\$465.00	JOSEPH SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Title Company	\$350.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$9,940.00			
790-7930-429.52-70	17/07/2025	346201	Watts and Associates, Inc.	\$12,207.75	INSURANCE SERVICES	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$12,207.75			
790-7930-429.61-50	31/07/2025	346409	CASS COUNTY JOINT WATE	\$99.60	POSTAGE	V01201	Cass Joint Water OHB
General Supplies / Postage				\$99.60			
790-7930-429.62-51	31/07/2025	346402	Cass County Electric Cooperativ	\$113.00	ACCT #1184422 DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	Cass County Electric Cooperativ	\$88.88	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$201.88			
790-7930-429.67-11	31/07/2025	346409	1891 - MATHISON 4	\$40,410.00	RODNEY & CHERIE MATHISON	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2016 - NIPSTAD 3	\$16,000.00	NIPSTAD FARMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$56,410.00			
790-7930-429.67-12	31/07/2025	346409	0820 - JOHNSON 4	\$66,176.00	CAMRUD FOSS CONCRETE	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	0820 - JOHNSON 4	\$804.00	LARRY RICHARD	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2016 - NIPSTAD 3	\$45,000.00	NIPSTAD FARMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$111,980.00			
790-7930-429.71-30	31/07/2025	346409	0530Y - CASS COUNTY JOIN	(\$127,403.00)	KEVIN & PAMELA HEIDEN	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	0858 - GRAHAM	(\$19,850.00)	NATHAN & SARAH BOERBOOM	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	2372Y - CASS COUNTY JOIN	(\$127,403.00)	KEVIN & PAMELA HEIDEN	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	0530Y - CASS COUNTY JOIN	\$127,403.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	0858 - GRAHAM	\$19,850.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
	22/07/2025	EK07250	2372Y - CASS COUNTY JOIN	\$127,403.00	RECLASS DIVERSION LAND	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$0.00			

Summary Of Expenses
EXP-2025-07

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-31	31/07/2025	346409	1210 - DEAN ALLEN CAILLIE	(\$250.00)	OHNSTAD TWICHELL	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	1939 - BRAKKE 3	\$2,472,320.51	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	9346 - JOHNSONHUBBARD	\$11,147.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	31/07/2025	346409	9351 - NESSBERGLUND	\$12,797.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$2,496,014.51			
790-7930-429.73-20	10/07/2025	345922	INDUSTRIAL BUILDERS INC	\$136,977.00	PROPERTY MITIGATION	V06012	TO41-WP38C OIN 8528
	10/07/2025	345974	Schmidt and Sons Inc.	\$10,000.00	PROPERTY MITIGATION	V03816	TO33 - WP38C - OIN 829
	10/07/2025	345974	Schmidt and Sons Inc.	\$15,837.50	PROPERTY MITIGATION	V03813	TO25-WP38C-OIN5023
	17/07/2025	346181	Schmidt and Sons Inc.	\$66,510.00	PROPERTY STRUCTURE MITIGA	V03815	TO22-WP38C-OIN 1130
	17/07/2025	346181	Schmidt and Sons Inc.	\$146,200.00	PROPERTY STRUCTURE MITIGAT	V03821	TO34 - OIN 856 & 1972
Infrastructure / Site Improvements				\$375,524.50			
790-7930-429.73-70	17/07/2025	346123	Linnco, Inc.	\$215,475.00	PROPERTY STRUCTIRE MITIGATI	V14001	TO11-OIN 1093X-5002
Infrastructure / Utilities				\$215,475.00			
790-7931-429.33-05	31/07/2025	346414	SRF Consulting Group	\$6,455.55	SRF CONSULTING GROUP	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$6,455.55			
790-7931-429.33-25	31/07/2025	346414	Larkin Hoffman Attorneys	\$3,210.75	LARKIN HOFFMAN	V06201	MCCJPA - MN ROE
	31/07/2025	346414	OHNSTAD TWICHELL PC	\$62,440.58	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$65,651.33			
790-7931-429.33-32	31/07/2025	346414	CROWN APPRAISALS	\$8,000.00	CROWN APPRAISALS	V06201	MCCJPA - MN ROE
Other Services / Appraisal Services				\$8,000.00			
790-7931-429.38-99	31/07/2025	346414	Title Company	\$50.00	THE TITLE CO	V02301	MN LAND PURCHASES
Other Services / Other Services				\$50.00			
790-7931-429.54-10	31/07/2025	346414	New Century Press	\$7.43	NEW CENTURY PRESS	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$7.43			
790-7931-429.62-51	31/07/2025	346414	RED RIVER VALLEY COOPE	\$82.95	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$82.95			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.67-11	31/07/2025	346414	1689 - UELAND	\$9,997.50	RHONDA UELAND	V02301	MN LAND PURCHASES
	31/07/2025	346414	1690 - UELAND	\$9,997.50	RHONDA UELAND	V02301	MN LAND PURCHASES
Relocation / Residential Buildings				\$19,995.00			
790-7940-429.33-06	10/07/2025	345868	BRAUN INTERTEC CORP	\$31,718.45	MATERIALS TESTING	V00407	TASK ORDER #5
Other Services / Quality Testing				\$31,718.45			
790-7940-429.34-50	07/08/2025	JC202507	City of Horace	\$29.14	JUL 25 DIVIDEND/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
	09/07/2025	JH062500	City of Horace	\$29.09	JUN 25 DIVIDEND/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$58.23			
790-7941-429.33-05	31/07/2025	346397	BUFFALO-RED RIVER WATE	\$820.17	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	BUFFALO-RED RIVER WATE	\$1,162.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
	31/07/2025	346397	HOUSTON ENGINEERING IN	\$47,190.25	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	HOUSTON ENGINEERING IN	\$94,232.50	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Engineering Services				\$143,404.92			
790-7941-429.34-50	07/08/2025	JC202707	BUFFALO-RED RIVER WATE	\$42.01	JUL 25 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
	09/07/2025	JH062500	BUFFALO-RED RIVER WATE	\$41.92	JUNE 25 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$83.93			
790-7941-429.38-99	31/07/2025	346397	RED RIVER TITLE SERVICES	\$600.00	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	RED RIVER VALLEY COOPE	\$128,889.13	GEORGETOWN FLOOD PROTECTI	V10801	GEORGETOWN-LEVEE CERTIFIC
	31/07/2025	346397	Wilkin County Recorder	\$300.00	WOLVERTON FLOOD PROTECTIO	V10901	WOLVERTON-FLOOD CONTROL
Other Services / Other Services				\$129,789.13			
790-7950-429.33-05	03/07/2025	345808	MOORE ENGINEERING INC	\$1,106.25	MRWRD REQUEST #13 MEI	V08901	MAPLE RIVER-DRAIN EXPENSE
	31/07/2025	346519	MOORE ENGINEERING INC	\$17,205.80	REIMB MOORE ENGINEERING	V08801	RUSH RIVER-DRAIN EXPENSE
Other Services / Engineering Services				\$18,312.05			
790-7950-429.33-06	10/07/2025	345868	BRAUN INTERTEC CORP	\$19,190.00	MATERIALS TESTING	V00405	ENVIRO. CONSULTING SERV
	10/07/2025	345868	BRAUN INTERTEC CORP	\$90,380.75	MATERIALS TESTING	V00406	TASK ORDER #4
Other Services / Quality Testing				\$109,570.75			
790-7950-429.38-99	10/07/2025	345954	Northstar Safety Inc.	\$5,025.00	RESTORATION/FOREST MITIGATI	V13901	TO01-WP60B-WET RESTORATIO
Other Services / Other Services				\$5,025.00			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.41-05	10/07/2025	345876	Cass Rural Water	\$33.56	ACCT #18789 DIVERSION	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$33.56			
790-7950-429.68-10	30/07/2025	EK07250	Vigens Lawn Services Inc.	\$500.00	VIGENS LAWN SERVICES INC	V05409	FLOOD MIT-WOODCREST DRIVE
Miscellaneous / Miscellaneous				\$500.00			
790-7950-429.73-20	31/07/2025	346519	INDUSTRIAL BUILDERS INC	\$13,148.00	REIMB INDUSTRIAL BUILDERS	V08801	RUSH RIVER-DRAIN EXPENSE
	31/07/2025	346519	Pro Landscapers LLC	\$3,970.00	REIMB PRO LANDSCAPERS	V08801	RUSH RIVER-DRAIN EXPENSE
Infrastructure / Site Improvements				\$17,118.00			
790-7950-429.73-52	16/07/2025	EK07250	Red River Valley Alliance LLC	\$10,000,000.00	RECORD WIRE PAYMENT FOR	V11404	SETTLEMENT PAYMENT
	17/07/2025	EK07250	Red River Valley Alliance LLC	\$14,392,081.60	REC MILESTONE WIRE PMT	V11402	MILESTONE PAYMENTS
Infrastructure / Flood Control				\$24,392,081.60			
790-7950-429.73-70	03/07/2025	345739	Cass County Electric Cooperativ	\$111,806.42	CCEC TO #24 RED RIVER STR	V04726	TO24-RR STRUCT. ELECTRICAL
	10/07/2025	346001	XCEL ENERGY-FARGO	\$391,163.19	UTILITY RELOCATION	V07704	TO1-MONTICELLO-BISON TRAN
Infrastructure / Utilities				\$502,969.61			
790-7959-429.33-05	30/07/2025	EK07250	APEX Engineering Group Inc	\$13,526.45	APEX ENGINEERING GROUP IN	V05432	STORM LIFT IMPR #27
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$150,461.80	HOUSTON ENGINEERING INC	V05438	NR25D-STRM LFT RHB #41,42
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$62,421.70	HOUSTON ENGINEERING INC	V05433	NR24B - LIFT STAT 11 & 57
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$2,935.00	HOUSTON ENGINEERING INC	V05406	DRAIN 27 LIFT STATION #56
	30/07/2025	EK07250	HOUSTON ENGINEERING IN	\$4,332.50	HOUSTON ENGINEERING INC	V05432	STORM LIFT IMPR #27
Other Services / Engineering Services				\$233,677.45			
790-7959-429.73-52	30/07/2025	EK07250	Key Contracting Inc	\$1,127,692.80	KEY CONTRACTING INC	V05432	STORM LIFT IMPR #27
Infrastructure / Flood Control				\$1,127,692.80			
790-7990-429.33-25	03/07/2025	345822	OHNSTAD TWICHELL PC	\$79,424.90	PROFESSIONAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346502	OHNSTAD TWICHELL PC	\$83,815.90	DIVERSION LEGAL SERVICES	V00102	General & Admin. WIK
	31/07/2025	346528	Swanson & Warcup	\$990.00	LEGAL SERVICES-DIVERSION	V14501	LEGAL SERVICES
Other Services / Legal Services				\$164,230.80			
790-7990-429.33-47	17/07/2025	346161	Program Advisor Services, LLC	\$46,152.44	CONSULTING SERVICES	V05801	CONSULTING SERVICES
	17/07/2025	346161	Program Advisor Services, LLC	\$23,072.00	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$69,224.44			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.34-55	03/07/2025	345773	Ernst & Young	\$35,810.60	FINANCIAL ADVISORY SRVS	V03301	PPP FINANCL ADVISORY SVCS
Technical Services / Financial Advisor				\$35,810.60			
790-7990-429.34-57	25/07/2025	18192	BANK OF NORTH DAKOTA	\$18,007.50	BND TRUSTEE FEE 7/25	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$18,007.50			
790-7990-429.34-59	17/07/2025	346163	P3 Collaborative LLC, Christoph	\$4,290.00	DIVERSION DOCUMENT REVIEW	V14301	TECHNICAL DISPUTE BOARD
Technical Services / Outside Consultant				\$4,290.00			
790-7990-520.80-10	14/07/2025	EK07250	North Dakota Public Finance Aut	\$4,547,000.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Bond Principal				\$4,547,000.00			
790-7990-520.80-20	14/07/2025	EK07250	North Dakota Public Finance Aut	\$924,170.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest On Bonds				\$924,170.00			
790-7990-520.80-32	14/07/2025	EK07250	North Dakota Public Finance Aut	\$300.00	6.1.25 CFP DEBT PMT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$300.00			
790-7998-555.90-81	25/07/2025	EK07250	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-JUL	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$39,326,447.77			

Total Amount Invoiced this period:	\$39,430,557.40	
	\$29,650.00	Less Paid Retainage
	\$39,400,907.40	Total Less Paid Retainage

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$437,646,219.12	\$437,646,219.12	\$0.00	Land Purchase
CH2M HILL ENGINEERS INC	\$154,012,417.39	\$137,384,785.98	\$16,627,631.41	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$96,722,631.93	\$81,318,545.99	\$15,404,085.94	Engineering Services
INDUSTRIAL BUILDERS INC	\$67,402,864.76	\$66,665,795.26	\$737,069.50	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
ARMY CORP OF ENGINEERS	\$54,174,400.00	\$54,174,400.00	\$0.00	Local Share
RED RIVER VALLEY ALLIANCE LLC	\$50,382,754.46	\$50,382,754.46	\$0.00	P3 Developer payments
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$49,551,760.00	\$49,551,760.00	\$0.00	Debt Service
KEY CONTRACTING INC	\$36,679,385.73	\$36,679,385.73	\$0.00	Flood Protection Services
RICHLAND-WILKIN JPA	\$35,000,000.00	\$35,000,000.00	\$0.00	Economic Impact Relief Fund
OHNSTAD TWICHELL PC	\$27,688,265.33	\$27,688,265.33	\$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	\$16,046,097.25	\$14,791,313.63	\$1,254,783.62	Lands Management and Public Outreach
DORSEY & WHITNEY LLP	\$14,007,990.84	\$14,007,990.84	\$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
CASS COUNTY JOINT WATER RESOURCE DI	\$8,916,503.76	\$8,916,503.76	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CITY OF FARGO	\$8,899,490.36	\$8,893,851.61	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
MOORE ENGINEERING INC	\$8,661,443.44	\$6,980,516.50	\$1,680,926.94	Engineering Services
HOUSTON ENGINEERING INC	\$7,566,664.49	\$7,566,664.49	\$0.00	Engineering Services
CASS RURAL WATER	\$7,268,430.53	\$7,146,423.56	\$122,006.97	Utilities and Utility Relocation
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,341,707.43	\$3,917,475.72	\$2,424,231.71	Engineering Services
SCHMIDT AND SONS INC.	\$6,253,938.03	\$5,134,050.43	\$1,119,887.60	Residential Demolition in Oxbow
CASS COUNTY GOVERNMENT	\$6,128,721.30	\$6,128,721.30	\$0.00	Gravel on County Rd 17 Bypass

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,082,525.00	\$294,475.00	P3 Financial Advisory Services
BRAUN INTERTEC CORP	\$5,314,170.56	\$3,286,919.76	\$2,027,250.80	Materials Testing
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
CASS COUNTY ELECTRIC COOPERATIVE	\$4,384,366.49	\$3,589,497.05	\$794,869.44	Electrical Services
XCEL ENERGY-FARGO	\$4,004,762.30	\$2,880,595.64	\$1,124,166.66	Utility Relocation
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
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
AON RISK SERVICES CENTRAL INC	\$3,508,446.49	\$3,429,509.99	\$78,936.50	Risk Advisory Services P3 Pre-Award
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	\$2,734,540.39	\$243,442.48	Program Consulting Services
CROWN APPRAISALS	\$2,972,730.00	\$2,623,030.00	\$349,700.00	Flowage Easements Valuation and Appraisal Services
MAGELLAN PIPELINE	\$2,852,375.85	\$2,852,375.85	\$0.00	Utility Relocation
HDR ENGINEERING, INC.	\$2,671,901.12	\$2,205,444.45	\$466,456.67	Engineering Services
MINNESOTA DNR	\$2,636,755.60	\$2,617,681.40	\$19,074.20	EIS Scoping and Permit Application
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
HOUGH INC	\$2,280,719.33	\$2,088,832.83	\$191,886.50	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
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	\$1,698,465.67	\$456,940.01	Utility Relocation
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
AECOM	\$1,692,603.43	\$1,380,755.41	\$311,848.02	Cultural Resources Investigations
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
CASS COUNTY TREASURER	\$1,582,695.56	\$1,582,695.56	\$0.00	Property Taxes
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,493,586.09	\$46,451.00	Land Acquisition Services
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,343,840.00	\$818,670.00	\$525,170.00	Water Level Discharge Collection & Stage Gage Installation
BANK OF NORTH DAKOTA	\$1,340,281.85	\$1,340,281.85	\$0.00	Legal review fees
LARKIN HOFFMAN ATTORNEYS	\$1,306,394.56	\$1,306,394.56	\$0.00	Legal Services
US BANK	\$1,205,546.13	\$1,205,546.13	\$0.00	Loan Advance Debt Service Payments
ANKURA CONSULTING GROUP LLC	\$1,157,597.56	\$1,157,597.56	\$0.00	Scheduling Services
CONSOLIDATED COMMUNICATIONS	\$1,089,139.17	\$1,089,139.17	\$0.00	Utility Relocation
CITY OF HORACE	\$1,079,983.38	\$1,079,983.38	\$0.00	Infrastructure Fund
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
LINNCO, INC.	\$920,648.11	\$749,478.11	\$171,170.00	House Demo and Removal
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
JT LAWN SERVICE LLC	\$843,285.10	\$479,477.00	\$363,808.10	Mowing and weed control
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
RED RIVER VALLEY COOPERATIVE ASSOC	\$750,781.49	\$666,397.62	\$84,383.87	Electricity - Home Buyouts
DAKOTA CARRIER NETWORK	\$727,348.58	\$727,348.58	\$0.00	Utility Relocation
CLAY COUNTY AUDITOR	\$704,233.05	\$704,233.05	\$0.00	Property Taxes - MN
C THREE MEDIA, LLC	\$703,235.02	\$523,679.35	\$179,555.67	Videography Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
PATCHIN MESSNER VALUATION COUNSELORS	\$687,462.50	\$526,383.75	\$161,078.75	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
APEX ENGINEERING GROUP INC	\$670,280.12	\$670,280.12	\$0.00	Engineering
NEON LOON COMMUNICATIONS, LLC	\$666,006.80	\$558,364.37	\$107,642.43	Communications Support
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$606,145.00	\$0.00	Ag Risk Study Services
LTP ENTERPRISES INC.	\$605,472.00	\$605,472.00	\$0.00	Test Holes and Test Well Drilling
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
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)
BUFFALO-RED RIVER WATERSHED DISTRICT	\$484,427.21	\$484,427.21	\$0.00	Retention Projects - Engineering Services
WATTS AND ASSOCIATES, INC.	\$460,000.00	\$422,590.16	\$37,409.84	Crop insurance product development services
RICK ELECTRIC INC	\$455,200.00	\$455,200.00	\$0.00	Riverwood Flood Risk Project - Electrical
TINJUM APPRAISAL COMPANY, INC.	\$443,600.00	\$252,600.00	\$191,000.00	Property Appraisal Services
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
BEAVER CREEK ARCHAEOLOGY	\$396,970.25	\$396,970.25	\$0.00	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	\$314,693.05	\$314,693.05	\$0.00	Lift Station Improvements

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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 FERCHÉ INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements
FUSION AUTOMATION INC.	\$269,698.82	\$269,698.82	\$0.00	Electrical
PLEASANT TOWNSHIP	\$267,686.99	\$267,686.99	\$0.00	Building Permit Application
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
CDM SMITH INC.	\$255,000.00	\$5,514.38	\$249,485.62	Financial Dispute Resolution Board
FORUM COMMUNICATIONS	\$249,662.78	\$249,662.78	\$0.00	Advertising Services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
GA GROUP, PC	\$228,229.32	\$228,229.32	\$0.00	Government Relations
WILLIAM D. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
SERKLAND LAW FIRM	\$210,428.06	\$210,428.06	\$0.00	Legal services
AMERICAN ENTERPRISES, INC.	\$200,281.00	\$200,281.00	\$0.00	Construction/Demolition
CITY OF OXBOW MOU	\$200,000.00	\$200,000.00	\$0.00	Oxbow Park Relocation MOU Amendment
EXECUTIVE MANAGEMENT SYSTEMS, INC.	\$196,763.96	\$196,763.96	\$0.00	Executive Coaching
HOLY CROSS TOWNSHIP	\$188,000.00	\$188,000.00	\$0.00	MOU payments
RED RIVER COMMUNICATIONS	\$181,365.42	\$181,365.42	\$0.00	Fiber Relocation
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
LANDVEST, INC.	\$160,000.00	\$0.00	\$160,000.00	Appraisal services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
EIDE BAILLY LLP	\$156,171.00	\$151,894.32	\$4,276.68	Audit Services
SUN ELECTRIC INC.	\$148,238.00	\$148,238.00	\$0.00	Lift Station Electrical 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
MLGC	\$142,052.49	\$142,052.49	\$0.00	Utility Relocation
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
FUGRO USA LAND, INC.	\$130,396.52	\$130,396.52	\$0.00	Digital Aerial Photography
MARCO TECHNOLOGIES	\$125,554.72	\$125,506.41	\$48.31	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
WARREN TOWNSHIP	\$101,604.72	\$101,604.72	\$0.00	SEEDING, ROAD REPAIR, DUST CONTROL

155 Vendors

Report Totals:

\$1,327,163,269.61

\$1,278,179,074.64

\$48,984,194.97

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of July 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		325,163,482.79	-	5,109,571.44	(19,798,339.89)	182,939,584.22

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Land Purchases		189,904,165.20	-	2,563,701.41	(9,555,282.39)	182,939,584.22
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				
Part of the Southeast quarter (SE1/4) of Section 26, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota	4/24/2025	1,275,344.43				
A certain tract of land situated in the Southwest Quarter (SW1/4) of Section 34 Township138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows: Commencing at a point which is 926 feet East of th Southwest corner of the Southwest Quarter of Section 34, and which point is the true point of beginning of the tract hereinafter described; thence North and parallel to the West section line of Section 34 a distance of 445 feet; thence East and parallel to the South section line of Section 34 a distance of 587 feet; thence South and parallel to the West section line of Section 34 a distance of 445 feet, more or less, to the South section line of Section 34; thence West and along the South section line a distance of 587 feet, more or less, to the point of beginning.	4/24/2025	1,000.00				
		389,998,462.22	-	39,880,699.23	(20,176,047.76)	409,703,113.69
				Property Management Expense		10,068,637.07
				Grand Total	\$	419,771,750.76

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of July 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	\$ 42,050,175.00	\$ 42,050,175.00
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>\$ 193,138,327.72</u>	<u>\$ 191,920,888.21</u>

Legacy Bond Fund Balance Report
As of 07/31/2025

Total Authorized \$ 435,500,000.00

Current Allocation \$ 435,500,000.00

Available funds remaining \$ 24,006,527.81

Funds Requested						
	2021	2022	2023	2024	2025	Total
January \$	-	\$ 2,942,906.60	\$ 9,981,188.76	\$ 6,088,699.53	\$ 7,591,501.50	\$ 26,604,296.39
February \$	-	\$ 4,564,036.17	\$ 8,921,227.42	\$ 9,838,208.63	\$ 5,372,470.13	\$ 28,695,942.35
March \$	-	\$ 5,302,899.35	\$ 17,730,945.56	\$ 14,687,498.12	\$ 17,503,738.94	\$ 55,225,081.97
April \$	-	\$ 1,472,504.37	\$ 11,046,323.21	\$ 5,988,392.71	\$ 7,896,954.93	\$ 26,404,175.22
May \$	-	\$ 1,450,140.38	\$ 4,548,883.57	\$ 12,454,283.82	\$ 6,424,778.04	\$ 24,878,085.81
June \$	-	\$ 4,423,864.76	\$ 14,466,204.50	\$ 5,422,661.00	\$ 6,699,272.95	\$ 31,012,003.21
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	\$ 51,488,716.49	\$ 411,493,471.99

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					\$ 11,769,605.10	\$ 11,769,605.10		
Mar 2025					\$ 7,385,444.15	\$ 7,385,444.15		
Mar 2025					\$ 206,057.35	\$ 206,057.35		
Apr 2025					\$ 5,372,470.13	\$ 5,372,470.13		
Apr 2025					\$ 17,503,738.94	\$ 17,503,738.94		
May 2025					\$ 7,896,954.93	\$ 7,896,954.93		
Jun 2025					\$ 6,424,778.04	\$ 6,424,778.04		
Jul 2025					\$ 6,699,272.95	\$ 6,699,272.95		
						\$ -		
Total	\$	27,390,437.51	\$	49,337,101.45	\$ 114,533,247.53	\$ 156,974,364.11	\$ 63,258,321.59	\$ 411,493,472.19

State Revolving Fund (SRF) Status Report
As of 07/31/2025

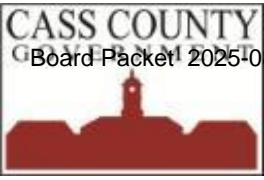
Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	28,020,919.23
Available Balance Remaining	\$	23,613,080.77

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	\$ 1,600,122.00	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
13	1-Nov 2024 through 31-Dec 2024	\$ 2,273,331.00	25-Feb-25
14	1-Nov 2024 through 31-May 2025	\$ 3,883,134.33	16-Jul-25
		\$ 31,904,053.91	

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
13	1-Nov 2024 through 31-Dec 2024	\$ 2,273,331.00	02-Jul-25
Total		\$ 28,020,919.23	

Finance Committee Bills from August 2025

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #134 CCJWRD	\$	1,629,626.40
Ohnstad Twichell, P.C.	Legal services rendered through July 21, 2025	\$	133,185.50
Clay County	Diversion bills – Request #56 MCCJPA	\$	89,284.58
Dorsey & Whitney	Legal services rendered through July 31, 2025	\$	16,644.98
Rush River Wate Resource District	Reimburse engineering costs related to MOU	\$	14,816.05
Swanson & Warcup	Legal services rendered through July 24, 2025	\$	3,690.00
Total Bills Received through August 20, 2025		\$	<u>1,887,247.51</u>



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

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

Melissa Hinkemeyer
Director, Secretary

Melissa Hinkemeyer
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

August 12, 2025

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find copies of bills totaling \$1,629,626.40 regarding the above reference project.

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

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

Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director, Secretary

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							8/12/2025
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
	7/25/2025	281276		(7,227.00)	The Title Company	Settler's Settlement Statement OIN 5214Y	
7/10/2025	6/27/2025	203972	120007	3,136.00	Ohnstad Twichell, PC	Diversion Project, Assessment District	
7/10/2025	6/27/2025	203973	130007	11,409.50	Ohnstad Twichell, PC	Diversion Right of Way Acquisition	
7/10/2025	6/27/2025	203974	160007	128.00	Ohnstad Twichell, PC	Channel Phase I	
7/10/2025	6/27/2025	203975	160007	128.00	Ohnstad Twichell, PC	Channel Phase II	
7/10/2025	6/27/2025	203976	170007	20,563.50	Ohnstad Twichell, PC	Diversion Upstream Mitigation Area	
7/10/2025	6/27/2025	203978	207007	367.50	Ohnstad Twichell, PC	Wetland Mitigation Drain 27	
7/10/2025	6/27/2025	203979	247007	864.00	Ohnstad Twichell, PC	FM Diversion - Sheyenne Benching Project	
7/17/2025	6/27/2025	204054	227007	4,623.00	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action	
7/17/2025	6/27/2025	204055	227007	3,249.50	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action	
7/17/2025	6/27/2025	204056	227007	1,206.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action	
7/17/2025	6/27/2025	204057	227007	636.50	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action	
7/17/2025	6/27/2025	204058	227007	2,747.00	Ohnstad Twichell, PC	Cossette, Donald Robert (OIN 2361) Eminent Domain Action	
7/17/2025	6/27/2025	204059	227007	804.00	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action	
7/17/2025	6/27/2025	204060	227007	4,675.00	Ohnstad Twichell, PC	Brakke Family (OIN 1938, 1977, 1978) Eminent Domain Action	
7/17/2025	6/27/2025	204061	227007	1,474.00	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action	
7/17/2025	6/27/2025	204062	227007	737.00	Ohnstad Twichell, PC	Askegaard Robert, R. (OIN 1950, 1963, 1966) Eminent Domain Action	
7/17/2025	6/27/2025	204063	227007	1,340.00	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action	
7/17/2025	6/27/2025	204064	227007	2,378.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action	
7/17/2025	6/27/2025	204065	227007	10,418.50	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action	
7/17/2025	6/27/2025	204066	227007	5,403.50	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domain Action	
7/17/2025	6/27/2025	204067	227007	67.00	Ohnstad Twichell, PC	Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action	
7/17/2025	6/27/2025	204068	227007	201.00	Ohnstad Twichell, PC	Mathison, Rodney & Cherie (OIN 1891) Eminent Domain Action	
7/17/2025	6/27/2025	204069	227007	58.50	Ohnstad Twichell, PC	Hanson, Michael (OIN 8920) Eminent Domain Action	
7/17/2025	6/27/2025	204070	227007	78.00	Ohnstad Twichell, PC	Johnson, Nancy Rae & Justin A. (OIN 2039 2041) Eminent Domain Action	
7/17/2025	6/27/2025	204071	227007	770.50	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
7/17/2025	6/27/2025	204072	227007	1,507.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action	
7/17/2025	6/27/2025	204073	237007	536.00	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967, 1967) Eminent Domain Action	
7/17/2025	6/27/2025	204074	227007	904.50	Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action	
7/17/2025	6/27/2025	204075	247007	5,087.42	Ohnstad Twichell, PC	Aaland Law Open Records Request	
7/17/2025	6/27/2025	204076	227007	259.50	Ohnstad Twichell, PC	Moe Gail J (OIN 1953) Eminent Domain Action	
7/17/2025	6/27/2025	204077	204077	783.50	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
7/17/2025	6/27/2025	204078	257007	770.50	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action	
7/17/2025	6/27/2025	204079	204079	368.50	Ohnstad Twichell, PC	Luecke, John (Leonard) & Kathleen J. (OIN 2046, 2047, 2183) Eminent Domain Action	
7/17/2025	6/27/2025	204080	257007	7,478.34	Ohnstad Twichell, PC	Sheyenne Benching Project	
7/29/2025	7/17/2025	204272	207007	19.50	Ohnstad Twichell, PC	Larry A. Brandt RLT (OIN9348) Eminent Domain Action	
7/29/2025	7/17/2025	204273	227007	544.50	Ohnstad Twichell, PC	Ricker, Allen M & Diane M. (OIN 872 873 874 875) Eminent Domain Action	
7/29/2025	7/17/2025	204274	227007	2,244.50	Ohnstad Twichell, PC	Anderson, Stanley D & Terri Rae (OIN 1896 & 2052) Eminent Domain Action	
7/29/2025	7/17/2025	204275	227007	3,216.00	Ohnstad Twichell, PC	Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action	
7/29/2025	7/17/2025	204276	227007	603.00	Ohnstad Twichell, PC	MKRM Trust, ET AL (OIN 1197) Eminent Domain Action	
7/29/2025	7/17/2025	204277	227007	469.00	Ohnstad Twichell, PC	Askegaard, Patricia N. (OIN 2051) Eminent Domain Action	
7/29/2025	7/17/2025	204278	227007	4,288.00	Ohnstad Twichell, PC	Cossette, Donald Robert (OIN 2361) Eminent Domain Action	
7/29/2025	7/17/2025	204279	227007	88.00	Ohnstad Twichell, PC	Brakke, Michael & Laurie (OIN 845) Eminent Domain Action	
7/29/2025	7/17/2025	204280	227007	105.00	Ohnstad Twichell, PC	Brakke Family (OIN 1938, 1977, 1978) Eminent Domain Action	
7/29/2025	7/17/2025	204281	227007	791.50	Ohnstad Twichell, PC	Cossette, Lawrence Wayne (OIN 1946) Eminent Domain Action	
7/29/2025	7/17/2025	204282	227007	456.50	Ohnstad Twichell, PC	Askegaard Robert, R. (OIN 1950, 1963, 1966) Eminent Domain Action	
7/29/2025	7/17/2025	204283	227007	1,373.50	Ohnstad Twichell, PC	Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action	
7/29/2025	7/17/2025	204284	227007	1,574.50	Ohnstad Twichell, PC	Hertsgaard Family LLLP (OIN 2042) Eminent Domain Action	
7/29/2025	7/17/2025	204285	227007	34,693.00	Ohnstad Twichell, PC	Braaten, Riley D. (OIN 5032) Eminent Domain Action	
7/29/2025	7/17/2025	204286	237007	1,675.00	Ohnstad Twichell, PC	Erickson, Jeff & Jaye (OIN 2025) Eminent Domain Action	
7/29/2025	7/17/2025	204287	237007	67.00	Ohnstad Twichell, PC	Evert, Charles & Ruth (OIN 1895, 1991) Eminent Domain Action	
7/29/2025	7/17/2025	204288	237007	268.00	Ohnstad Twichell, PC	2023 Consolidated ED Actions	
7/29/2025	7/17/2025	204289	237007	904.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen (OIN 1920, 1933, 1934 & 1939) Eminent Domain Action	
7/29/2025	7/17/2025	204290	237007	4,589.50	Ohnstad Twichell, PC	Boyer, Stuart & Pat (OIN 1967, 1967) Eminent Domain Action	
7/29/2025	7/17/2025	204291	237007	268.00	Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action	
7/29/2025	7/17/2025	204292	247007	3,345.42	Ohnstad Twichell, PC	Aaland Law Open Records Request	
7/29/2025	7/17/2025	204293	247007	322.00	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action	
7/29/2025	7/17/2025	204294	247007	402.35	Ohnstad Twichell, PC	Carlson, Aaron & Katie J. (OIN 2040, 2184) Eminent Domain Action	
7/29/2025	7/17/2025	204295	257007	19,971.91	Ohnstad Twichell, PC	Sheyenne Benching Project	
7/10/2025	7/2/2025	859532	38810.00012	2,440.00	Larkin Hoffman	Hanson Flowage Easement Acquisition	

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/10/2025	7/2/2025	859531	38810.00004	5,160.00	Larkin Hoffman	Richland/Cass Cos./Application for Permit to Enter Land
7/10/2025	7/2/2025	859534	38810.00020	480.00	Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition
7/10/2025	7/2/2025	859544	33810.00056	2,680.00	Larkin Hoffman	Ron & Melissa Heesch ED
7/10/2025	7/2/2025	859541	33810.00044	440.00	Larkin Hoffman	Timothy & Sharon Schultz ED
7/10/2025	7/2/2025	859533	33810.00016	480.00	Larkin Hoffman	Istaelson, Gary and Nancy Flowage Easement Acquisition
7/10/2025	7/2/2025	859535	33810.00023	520.00	Larkin Hoffman	Nelson, Jeff and Char Flowage Easement Acquisition
7/10/2025	7/2/2025	859536	33810.00024	1,040.00	Larkin Hoffman	Ness Family Trust Flowage Easement Acquisition
7/10/2025	7/2/2025	859538	38810.00035	920.00	Larkin Hoffman	Patrick Anderson and Lori Propp- Anderson
7/10/2025	7/2/2025	859539	38810.00004	720.00	Larkin Hoffman	Ryan R. and Jennifer M Skog
7/10/2025	7/2/2025	859540	38810.00041	1,000.00	Larkin Hoffman	Kennt C. and Melani M Knudsen
7/10/2025	7/2/2025	859542	38810.00050	760.00	Larkin Hoffman	Gary H. Nelson - Michele Nelson POA
7/10/2025	7/2/2025	859543	38810.00052	840.00	Larkin Hoffman	James Thoreson
7/10/2025	7/2/2025	859545	38810.00057	760.00	Larkin Hoffman	Joshua Kinneberg
7/10/2025	7/2/2025	859547	38810.00060	1,960.00	Larkin Hoffman	High Plains Properties
7/10/2025	7/2/2025	859546	38810.00059	440.00	Larkin Hoffman	Michael and Darla Rufer
7/10/2025	7/2/2025	859548	33810.00065	1,155.96	Larkin Hoffman	Colehour/The Quinland Farm (OIN 2031-33; 2035; 0866-67 and 8063)
7/10/2025	7/2/2025	859537	33810.00028	24,360.00	Larkin Hoffman	Alm, Melvin (John) and Ricky Flowage Easement Acquisition
7/10/2025	7/2/2025	859549	33810.00066	1,928.37	Larkin Hoffman	Stuart T & Laverna Ystebo LLLP OIN1451-53 & 1466 & 1493
7/28/2025	7/2/2025	SIN003385	19706	1,067.50	Moore Engineering	FM Diversion - Design Coordination
7/28/2025	7/14/2025	1200739321		3,046.25	HDR Engineering	ROW Acquisitions Davis, Brooke Josephina,- Lee, Kelsey Ann, -Olafson, Stefan H (Oly), -Whitworth, Wade G, - Kaffar,
7/28/2025	6/30/2025	13783.00-62		29,589.58	SRF Consulting Group, Inc.	Task Order 1 Amendments 1,2,3,4,5 & 6
7/11/2025	7/11/2025	281218		19,379.21	The Title Company	Buyer's Settlement Statement OIN 2006
7/10/2025	6/27/2025			50.00	The Title Company	Draw #11 Richard Living Trust Draw #11
7/10/2025	6/26/2025	5216		35,000.00	Crown Appraisals, Inc.	(OIN 5032) Braaten 6/5/25 (OIN 1974) Brakke 6/12/25 (OIN 2361) Cossette6/17/25 (OIN1896) Anderson 6/24/25
	7/24/2025			4,941.50	Joseph & Jolene Sauvageau	ON 1112, 1113 Non Residential Move Claim
	7/24/2025			88,500.00	Steve Shultz	OIN 8359 Non Residential Move Claim
	7/24/2025			21,830.70	Steve Shultz	OIN 8359 Residential Move Claim
7/25/2025	7/14/2025	1132241		46.45	Cass County Electric Cooperative	Location: 140-300-0510 Address: 5251 174 1/2 AVE SE (OIN 1992)
	7/22/2025	1065133		2,200.00	Fevig Oil	purchase of propane tank for heat to OIN 8386 and will keep tank if needed for any other properties in future
	8/1/2025	281707		1,205,677.74	The Title Company	Buyers Settlement Statement - Allen M Ricker & Diana Ricker OIN 872, 873, 874, 875
			Total	1,629,626.40		
			Grand Total	1,629,626.40		

Attorneys at Law

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

15-1395 (JTS) Invoice # 204814

Flood Diversion Board

Bond Counsel Work - PPP

Date: August 4, 2025

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	186.5	\$416.00	\$77,584.00
KJS	23.8	\$410.00	\$9,758.00
JRS	0.4	\$385.00	\$154.00
KJM	12.7	\$385.00	\$4,889.50
TJF	6.2	\$300.00	\$1,860.00
ASM	102.8	\$270.00	\$27,756.00
AJR	26.8	\$270.00	\$7,236.00
CRR	16.8	\$235.00	\$3,948.00
Total Fees:	376.0		\$133,185.50
Total Expenses:			\$0.00
Grand Total			\$133,185.50

		Rates
JTS	John T. Shockley, Partner, Supervising Attorney	\$416.00
CMM	Christopher M. McShane, Partner	\$410.00
ADC	Andrew D. Cook, Partner	\$410.00
SNW	Sarah M. Wear, Partner	\$410.00
LDA	Lukas D. Andrud, Partner	\$410.00
KJS	Katie J. Schmidt, Partner	\$410.00
MWM	Marshall W. McCullough, Partner	\$410.00
TJL	Tyler J. Leverington, Partner	\$410.00
LWC	Lukas W. Croaker, Partner	\$410.00
BTB	Brent T. Boeddeker, Partner	\$410.00
DCP	David C. Piper, Partner	\$410.00
JRS	J.R. Strom, Partner	\$410.00
ABG	Alexander B. Gruchala, Associate	\$375.00
KJM	Kathryn J. McNamara, Associate	\$385.00
SJH	Stephen J. Hilfer, Associate	\$340.00
TJF	Tiffany J. Findlay, Associate	\$300.00
MAN	Morgan A. Nyquist, Associate	\$300.00
CRM	Cassandra R. Molivigny, Associate	\$270.00
RAK	Roman A. Knudsvig, Associate	\$270.00
ASM	Avi S. Mann, Associate	\$270.00
CA	Camila Almonacid, Law Clerk	\$190.00
KGB	Keigan G. Bannerman, Law Clerk	\$190.00
CAS	Carol A. Stillwell, Paralegal	\$270.00
AJR	Andrea J. Roman, Paralegal	\$270.00
CRR	Christie R. Rust, Paralegal	\$235.00
TWS	Tim W. Steuber, Paralegal	\$235.00
MRH	Meghan R. Hockert, Paralegal	\$235.00
DLR	Dena L. Ranum, Paralegal	\$190.00
ATW	Amy T. White, Paralegal	\$220.00
LDS	Lynne D. Spaeth, Paralegal	\$235.00
DMS	Dawn M. Schaefer, Legal Administrative Assistant	\$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.

Page 2 of 2

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 204814 Flood Diversion Board		Bond Counsel Work - P3
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics	\$20,594.10
151395-4	Public Finance Issues	\$243.40
151395-5	Consultant Contract Review/Development	\$624.00
151395-13	Third Party Utility MOU's	\$14,994.10
151395-17	EPA WIFIA Loan	\$1,781.40
151395-23	PRAM	\$1,372.30
151395-24	P3 Implementation	\$87,325.30
151395-27	UMA/Utility Review	\$984.00
151395-29	Deed Restrictions	\$54.00
151395-30	Dispute Review Board Matters	\$4,013.20
151395-31	2027 Definitive Refunding Improvement Bond	\$1,199.70
TOTAL		\$133,185.50



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

August 18, 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. Also included are two receipts for MCCJPA rent received by Clay County, to be refunded to the MCCJPA. All requests were approved or authorized by the Diversion Authority. The current invoice/expense reimbursement request is as follows:

Metro Flood Diversion Expense	\$90,284.58
Rent received to be reimbursed to MCCJPA	<u>\$ 1,000.00</u>
Net reimbursement request	\$89,284.58

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

Processed

	Invoice		Invoice		Date			Reimb
Vendor	Date		Amount	Invoice #	Approved	Date Paid	Check #	Request
SRF Consulting Group	6/30/25	prof svcs thru 6/30/25	\$11,869.32	13820.00-57	6/25/25	8/6/25	570815	
New Century Press	7/11/25	meeting notice	\$7.43	2025-548471	8/1/25	8/13/25	570960	
Michele Mortenson	7/24/25	oin 1305 relocation reimbursement	\$8,225.00		7/25/25	8/6/25	126134	
The Title Co	7/24/25	oin 5177 Deutscher	\$46,623.50		7/24/25	7/24/25	907723	
Ohnstad Twichell	7/28/25	Upstream mitigation	\$11,588.50	204611	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	eminent domain wilkin	\$3,928.79	204614	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	eminent domain clay	\$2,328.50	204613	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	aaland law data practices request	\$2,444.54	204616	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	general	\$2,957.50	204615	7/30/25	8/20/25	TBD	
Ohnstad Twichell	7/28/25	Southern embankment	\$211.50	204612	7/30/25	8/20/25	TBD	
Farmers Union Oil of Southern Valley	7/31/25	tank lease	\$100.00	250837	8/11/25	8/20/25	TBD	
BCSS, LLC	8/13/25	land rent 3348 180th Ave S	-\$500.00	150256				
BCSS, LLC	8/13/25	land rent 3348 180th Ave S	-\$500.00	150257				

\$89,284.58



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

August 12, 2025
Invoice Number 4102585

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

For Legal Services Rendered Through July 31, 2025

INVOICE TOTAL

Total For Current Legal Fees	\$16,463.00
Total For Current Disbursement and Service Charges	\$181.98
Total Due This Invoice	\$16,644.98

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: 4102585

August 12, 2025
Page 3

Total This Invoice			\$16,644.98
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Timekeeper Summary

Name	Hours	Billed Rate	Amount
Keane, Bryan	3.10	810.00	2,511.00
Knoll, Jocelyn	7.40	860.00	6,364.00
Racine, David	11.20	580.00	6,496.00
Webster, Nathan	2.10	520.00	1,092.00
Total all Timekeepers	23.80		16,463.00

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.



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

July 29, 2025

Dick Sundberg
Manager
Harwood, North Dakota

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

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of invoices totaling \$14,816.05 regarding the Metro Flood Diversion Project.

At this time, we respectfully request 100% reimbursement per the Memorandum of Understanding between Metro Flood Diversion Authority and Rush River Water Resource District dated December 21, 2020.

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

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

Enclosure

Melissa Hinkemeyer
Director, Secretary

1201 Main Avenue West
West Fargo, ND 58078-1301

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

Albertson, Andy

From: Erin Kennedy <ekennedy@swlawltd.com>
Sent: Wednesday, August 6, 2025 12:37 PM
To: APInvoicesFMDiv
Subject: [EXTERNAL] Swanson & Warcup, Ltd. Invoice #3528
Attachments: Invoice_3528.pdf

This Message Is From an External Sender

This message came from outside your organization.



1397 Library Circle, Suite 202
Grand Forks, ND 58201

I have attached our firm's invoice for services rendered. You may proceed with payment online using the link below or remit payment by mail. If you have any questions or concerns about the invoice, please do not hesitate to contact our office.

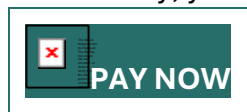
Details

Number **3528** Issued date **07/31/2025** Due date **09/04/2025** Amount **\$3690.00**

Note:

Click the button below to complete the payment.

Additionally, your total outstanding balance, if applicable, will be conveniently accessible for payment.



The payment link will expire in 90 days.



Diversion Board of Authority Meeting

August 28, 2025

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements



MOU Parties	Project	MOU or Agreement Cost and Summary
MNDOT & MFDA JPA	SEAI & UMA	<p>This JPA defines the roles and responsibilities of the Metro Flood Diversion Authority and the Minnesota Department of Transportation for MnDOT facilities and real property interests that are impacted by the Comprehensive Project. In particular, the JPA covers the SEAI crossing of Highway 75 and discusses cleanup and repairs to real property interests held by MnDOT following Comprehensive Project operation. The Authority is responsible for designing, constructing, operating, and maintaining the SEAI crossing. The Authority will reimburse MnDOT for costs incurred during development of the SEAI crossing and for considering reimbursement requests from MnDOT for cleanup and repairs resulting from Comprehensive Project operation.</p>

JOINT POWERS AGREEMENT

**BY AND BETWEEN
METRO FLOOD DIVERSION AUTHORITY
AND
MINNESOTA DEPARTMENT OF TRANSPORTATION**

Dated as of August 28, 2025

Relating to:

A Joint Powers Agreement outlining respective roles and responsibilities for the design, construction, maintenance, and relocation of road facilities in conjunction with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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

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JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “JPA”) is made and entered into this 28th day of August, 2025, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the MINNESOTA DEPARTMENT OF TRANSPORTATION, a department of the state government of the State of Minnesota (“MnDOT”).

WHEREAS, Minnesota Statutes § 471.59 authorizes MnDOT and the Authority to enter this Joint Powers Agreement to cooperatively exercise their powers; and

WHEREAS, construction of the locally preferred plan for the Comprehensive Project (as defined herein) at 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 of the Comprehensive Project and have entered into a Project Partnership Agreement on July 11, 2016, and amended as of March 19, 2019 (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 constructing the Southern Embankment and Associated Infrastructure (the “SEAI”), which includes the southern embankment in its entirety; the Diversion Inlet Structure; the Red River Structure; the Wild Rice River Structure; road and railroad raises in the staging area; and all mitigation features which are not the responsibility of the non-federal sponsors; and

WHEREAS, the non-federal sponsors’ responsibilities under the PPA include the acquisition of real estate interests necessary for the SEAI, for the operation and maintenance of the SEAI when constructed, and for the Upstream Mitigation Area necessary for operation of the Comprehensive Project; and

WHEREAS, the Authority is the entity responsible for the non-federal sponsors’ obligations under the PPA; and

WHEREAS, MnDOT owns, holds, or controls certain rights-of-way on which, or near where, it is operating and maintaining U.S. Route 75 (“Route 75”), which will be affected by the construction, operation, and maintenance of the SEAI and the Upstream Mitigation Area; and

WHEREAS, the Authority and MnDOT desire to enter into this JPA to define their respective roles and responsibilities for the design, construction, operation, and maintenance of the SEAI, UMA, and Route 75.

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 MnDOT 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 JPA and as defined in this section unless a different meaning clearly applies from the context.

“100-Year Flood Event” means the flood event that has a one percent (1%) chance of being met or exceeded in any flood year. The 100-Year Flood Event is used to establish the regulatory floodplain boundary for the Comprehensive Project.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State of Minnesota, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all Environmental Laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with 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, and 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, MnDOT, USACE, or the Comprehensive Project.

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

“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 JPA in accordance with Applicable Law.

“Betterment” means any improvement in design, construction, or capacity over and above what is required to provide road facilities of equal service and utility to MnDOT. Notwithstanding the foregoing, the following are not considered Betterments:

- (a) Any upgrades from current infrastructure required for accommodation of the SEAI;
- (b) Replacement devices or materials that are of equivalent standards although not identical;

- (c) Replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;
- (d) Any upgrading required by Applicable Law;
- (e) Any upgrading required by updated safety standards; and
- (f) Replacement devices or materials used for reasons of economy (e.g., it may be uneconomical to purchase non-stocked items).

“Business Day” means a day in which normal business is conducted and excludes weekends and State holidays.

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

“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, also known as Plan B, and as amended by the Final Supplemental Environmental Assessment #2 dated February 2019 and the Final Supplemental Environmental Assessment #3 dated May 2024.

“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.

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

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

“Environmental Law” means any federal, state, or local law, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment, including without limitation, principles of common law and equity; the Resource Conservation and Recovery

Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substances Control Act; and any similar or comparable State or local law.

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

“Federal Highway Administration” means the Federal Highway Administration, a division of the United States Department of Transportation.

“Federal Mitigation Zone 1” means a depth difference of one (1) foot or greater for the 100-Year Flood Event or 500-Year Flood Event (whichever is greater) within Cass County, North Dakota, and Clay County, Minnesota, and along the Red River corridor within Richland County, North Dakota, and Wilkin County, Minnesota.

“Federal Mitigation Zone 2” means a depth difference of one (1) foot or greater for the 100-Year Flood Event or 500-Year Flood Event (whichever is greater) within Richland County, North Dakota, and Wilkin County, Minnesota, excluding the Federal Mitigation Zone 1 areas along the Red River corridor.

“FEMA” means the Federal Emergency Management Agency.

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

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

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

“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 the Comprehensive Environmental Response, Compensation and Liability Act), or any other such substances or conditions (including mold and other mycotoxins, fungi, or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety.

“Hydraulic Effect” means a modeled change in water surface elevation from the Comprehensive Project, including the definition of impacts, which, for purposes of the Comprehensive Project, is based on the hydraulic model approved by FEMA for definition of the CLOMR. The CLOMR approved hydraulic model is used to determine the flood water depth existing and with-Comprehensive Project 100-Year Flood Event conditions.

“Intermediate Design” means a design that has reached sixty-five percent (65%) completion, as determined by the designing party.

“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 the SEAI Crossing.

“Mitigation Zone 4A” means the area in Minnesota beyond Federal Mitigation Zone 1 and Federal Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1 feet or more at the PMF event.

“Mitigation Zone 4C” means the area in Minnesota beyond Federal Mitigation Zone 1 and Federal Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1 feet or more at the 100-Year Flood Event.

“MnDOT” means the Minnesota Department of Transportation, a department of the state government of the State of Minnesota.

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

“MnDOT Parcel” means OIN 5212, a parcel of real property owned by MnDOT and legally described in the certificate of survey attached in Exhibit C.

“MnDOT ROW” means the real property interests owned by MnDOT that neighbor Reaches SE-4 and SE-5 and are located in the UMA, as identified in attached Exhibit B, to operate and maintain Route 75.

“Original Term” means as defined in Section 7.01.

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

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

“Point of Contact” means the individuals identified in Section 4.07 and Exhibit E.

“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 Authority for construction of the Comprehensive Project, and any amendments thereto.

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

“Preliminary Design” means a preliminary design of the SEAI Crossing, as designed to an extent determined by the designing party.

“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 SEAI that will be constructed between the Red River Structure and County Road 50.

“Reach SE-5” means that portion of the SEAI that will be constructed on the footprint of County Road 50, running from approximately the west side of Route 75 to the east of 40th Street South.

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

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

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

“Route 75” means the segment of U.S. Route 75 located within the State of Minnesota.

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

“SEAI Crossing” means the location where Route 75 will intersect with the SEAI along Country Road 50 in the approximate location shown on Exhibit A.

“State” means the State of Minnesota.

“Subsequent Renewal Term” means as defined in Section 7.01.

“Substantial Completion” means the time at which the work performed under the construction contract between USACE and its contractor for the SEAI Crossing has progressed to the point of being substantially completed.

“Township Road Reconstruction” means the reconstruction of 150th Avenue Southeast, including the gravel surfacing of 150th Avenue Southeast up to the existing west edge of Route 75, the installation of a new culvert underneath 150th Avenue Southeast at the west road ditch of Route 75, and the installation of associated signage, within MnDOT ROW.

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

“Upstream Mitigation Area” 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, removal, replacement, reinstallation, and/or modification of existing utilities necessary to accommodate construction, operation, maintenance, and/or use of the SEAI Crossing.

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

Section 1.02 TERMS GENERALLY.

(a) 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 JPA 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 JPA, 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. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This JPA is not to be interpreted or construed against the interests of a Party merely because that Party proposed this JPA or some provision of it or because that Party relies on a provision of this JPA to protect itself. The Parties acknowledge and agree that this JPA has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this JPA with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this JPA. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this JPA, this JPA will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. PURPOSE

Section 2.01 PURPOSE. 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. MnDOT operates Route 75 in areas of the SEAI, with Route 75 crossed by Reach SE-5 at the SEAI Crossing. Additionally, interests owned by MnDOT may be impacted by temporary flooding in the Upstream Mitigation Area. As a result, the Parties desire to enter into this JPA to address the Parties' respective rights and responsibilities relating to the design, construction, operation, and maintenance of the SEAI and to Comprehensive Project Operation.

ARTICLE III. SEAI CROSSING

Section 3.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for design, preliminary engineering activities, and 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 3.02 DESIGN.

(a) USACE is responsible for designing the SEAI Crossing. The Authority will submit a Preliminary Design, an Intermediate Design, and a Final Design of the SEAI Crossing to the MnDOT Representative for review and comment. The MnDOT will review and provide any comments on designs to the Authority within twenty-eight (28) calendar days of receipt. The Authority will provide any MnDOT comments to USACE for consideration.

(b) The Authority will reimburse MnDOT in accordance with Article VI for costs and expenses incurred in connection with MnDOT reviewing the designs.

(c) Review by MnDOT 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.

(d) The designs resulting from this JPA will be the intellectual property of the Authority, USACE, and MnDOT, and each entity shall have the non-exclusive rights to use the design.

Section 3.03 BETTERMENTS. MnDOT agrees that the relocation, rearrangement, and/or alteration associated with Route 75 for the SEAI Crossing to be accomplished under this JPA will provide MnDOT with facilities in equal services as to those in existence on the Effective Date and located upon MnDOT ROW. If MnDOT desires any Betterments, MnDOT will notify the Authority and USACE of each individual Betterment as soon as reasonably possible. The Authority cannot guarantee that USACE will incorporate a requested Betterment into the design. If it does, however, the Authority will initially pay for the cost of each Betterment and then will invoice MnDOT. All invoicing as between the Authority and MnDOT will be done according to the procedure set forth in Article VI.

Section 3.04 PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES.

(a) Site Testing. The Authority will be responsible for all preliminary engineering activities within the work limits for the SEAI Crossing, including: (i) technical studies and analyses; (ii) geotechnical, seismic, flooding, and biological investigations; (iii) right-of-way mapping, surveying, and appraisals; (iv) surface investigations and mapping; (v) Hazardous Substances investigations; and (vi) archeological, paleontological, and cultural investigations.

(b) Mitigation. The Authority is responsible, at its sole cost and expense, for the remediation and removal of all Hazardous Substances unearthed as a result of the SEAI Crossing.

(c) Environmental Review. The Authority will coordinate with USACE to ensure that all applicable Environmental Laws are followed and that the SEAI Crossing receives all necessary environmental clearances.

(d) Utility Relocation. The Authority is responsible for coordinating and/or performing Utility Relocations of all third-party utilities whose lines or easements are impacted by the SEAI Crossing and will be responsible for costs incurred for these relocations.

Section 3.05 PROPERTY INTERESTS.

(a) The Authority will, at its sole cost and expense, obtain any and all easements, rights-of-way, or other interests in real property necessary for the construction of the SEAI Crossing in accordance with the Uniform Act and State law. This obligation includes the requirement that the Authority acquire any right-of-way easement or acquisitions required inside and outside the existing MnDOT ROW. Within the MnDOT ROW, as shown in Exhibit B, the Authority will secure a permit for the on-going operation and maintenance of the SEAI Crossing that will not conflict with the MnDOT's interests. A copy of the permit is attached hereto as Exhibit D and will include responsibilities of MnDOT to notify the Authority when MnDOT is performing work in the permitted area that may impact the SEAI Crossing. The Authority will secure the above-described permit in addition to securing construction permits from MnDOT as set forth herein for the Comprehensive Project.

(b) The Parties agree the Authority will convey to MnDOT the necessary right-of-way and/or easement interests needed to operate and maintain the SEAI Crossing as part of turn back set forth in Section 3.13.

(c) The Parties further agree the Authority has secured the necessary permits from MnDOT to construct the SEAI Crossing on, across, under, and through the MnDOT ROW.

Section 3.06 CONSTRUCTION.

(a) Intent. The Parties intend that the Authority will be the lead agency in its coordination with USACE regarding the construction of the SEAI Crossing. The Parties understand and agree that the SEAI Crossing must comply with USACE rules and regulations, MnDOT rules and regulations, and Federal Highway Administration rules and regulations to the extent that such rules and regulations are applicable.

(b) SEAI Crossing. USACE, not the Authority, is the contract holder and entity responsible for the administration and inspection of the construction of the SEAI Crossing. The Authority, through its cooperation with USACE, will provide funding, advertising, and contract administration for the construction of the SEAI Crossing and any physical alterations necessary for the Comprehensive Project. Construction of the SEAI Crossing and any physical alterations will occur based upon the Final Designs, except as otherwise provided in Section 3.10.

(c) Work Zone Traffic Control. The Authority will coordinate with USACE to replace appropriate work zone traffic control signs during construction of the SEAI Crossing, as necessary.

(d) Bypasses and Detours. USACE will not construct a bypass for Route 75 during construction. Formal detours, however, will be identified and shall be approved by MnDOT prior to commencement.

Section 3.07 COORDINATION OF PARTIES. MnDOT will coordinate and work through the Authority and USACE on any and all questions that develop during construction of the SEAI Crossing. Except as otherwise specifically set forth in Section 3.09, MnDOT agrees and acknowledges that it cannot direct any contractors performing work on the SEAI Crossing.

Section 3.08 CONSTRUCTION SCHEDULE. To facilitate scheduling for construction of the SEAI Crossing, the Authority will use its Best Efforts to coordinate with USACE to provide MnDOT with a proposed construction schedule and with monthly construction schedule updates.

Section 3.09 REVIEW. The Authority will coordinate with USACE to allow worksite control rules that permit and facilitate reasonable access to MnDOT for the SEAI Crossing for the reasonable review of work. The presence or absence of an MnDOT inspector does not relieve the Authority of any requirement in this JPA, nor is an inspector authorized to change any term or condition of this JPA. MnDOT agrees that during any review contemplated under this section, its staff will follow USACE construction safety practices, e.g., register at the field office and wear personal safety equipment. MnDOT understands that its staff cannot direct the construction contractor unless MnDOT determines, in MnDOT's discretion, that an emergency situation with

the potential for the loss of life exists. In such an event, MnDOT may immediately act but must notify USACE construction staff as soon as possible. Under normal circumstances, any MnDOT conversations with the construction contractor must occur in the presence of USACE construction staff.

Section 3.10 MATERIAL CHANGES OR MODIFICATIONS. Any Material Modification during construction to a Final Design for the SEAI Crossing will be subject to review and comment by MnDOT. MnDOT 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. MnDOT 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 3.11 PRE-FINAL INSPECTION. The Authority will provide MnDOT with written notice of Substantial Completion of the SEAI Crossing 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 and USACE will conduct at least one (1) joint pre-final inspection of the SEAI Crossing to verify (i) the contract requirements have been met, (ii) the completed construction meets the Final Design and any Material Modification made pursuant to the preceding section, and (iii) the flood risk management certification requirements are met. If MnDOT finds the construction is not in accordance with the Final Design or any Material Modification, MnDOT 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 the SEAI Crossing.

Section 3.12 FINAL INSPECTION AND COMPLETION. Following the pre-final inspection and resolution of any punch list items, MnDOT will conduct a final inspection of the SEAI Crossing to determine whether the work meets the Final Design and any Material Modification made pursuant to Section 3.10. If MnDOT finds the construction has been made in accordance with the Final Design and any approved Material Modification, MnDOT will provide acceptance of the SEAI Crossing by closing out the applicable construction permit.

Section 3.13 AS-BUILT DRAWINGS. The Authority will coordinate with USACE to provide as-built drawings of the SEAI Crossing to MnDOT.

Section 3.14 WARRANTY. USACE may include a standard Federal Acquisition Regulation clause 52.246-21 Warranty of Construction in its construction contract for the SEAI Crossing. The clause includes a 1-year warranty provision. In the event the Authority and/or MnDOT identifies a deficiency in workmanship or defective product or material, the Authority will notify USACE.

Section 3.15 OPERATION AND MAINTENANCE.

(a) SEAI Crossing. Following turnover of the SEAI Crossing to MnDOT, MnDOT will have full control of all items on MnDOT ROW, excluding only the SEAI and its flood control components which will be the responsibility of the Authority, and will have full maintenance responsibilities thereof.

(b) Vegetation Free Zone. The Authority will perform maintenance to meet any vegetation free zone requirements imposed by the Comprehensive Project, and MnDOT will perform maintenance for any MnDOT purposes. The Authority will reimburse MnDOT if MnDOT incurs expenses for maintenance performed to meet any vegetation free zone requirements imposed by the Comprehensive Project.

Section 3.16 FUTURE CHANGES OR ADDITIONS AND OTHER USES.

(a) MnDOT retains the ability, at its sole cost and expense, to adjust or alter the SEAI Crossing to the extent such may be accomplished without adversely affecting, changing, or altering the SEAI. In the event the adjustment or alteration will adversely affect, change, or alter the SEAI, MnDOT must receive separate written approval from the Authority and USACE before pursuing the adjustment or alteration. USACE's written approval may be through the issuance of a Section 408 permit or successor USACE permitting regime. For purposes of this JPA, the Parties understand and agree that alteration of the SEAI will result if MnDOT has to perform work more than one (1) foot below the top of the subgrade of the SEAI Crossing.

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

ARTICLE IV. COMPREHENSIVE PROJECT

Section 4.01 PERMITS AND APPROVALS. The Authority is responsible for securing any necessary permits and/or approvals for construction and/or maintenance of the Comprehensive Project, including but not limited to those required by MnDOT. As of the Effective Date, the Authority has applied for and received permits from MnDOT for the construction of Reach SE-4 and Reach SE-5, and no additional permits are required from MnDOT for construction of the Comprehensive Project. Impacts from the construction of the Township Road Reconstruction were included in the MnDOT permit granted for Reach SE-4, and the Authority has the authority to construct the Township Road Reconstruction based on said permit. In the event that the Authority must access MnDOT ROW for maintenance of the Comprehensive Project, the Authority will notify MnDOT of the proposed maintenance and seek authorization to perform the same. In any emergency situation in which human lives are at risk, structural failure is imminent, and/or public safety issues are involved, the Authority will provide notice to the MnDOT Representative and may enter MnDOT ROW to protect human life, stabilize the structural issues, and/or correct public safety issues. Furthermore, the Authority must abide by Applicable Law, regulations, ordinances, and other rules of the United States of America and of the State.

Section 4.02 CONSTRUCTION REVIEW. The Authority will coordinate with USACE to allow worksite control rules that permit and facilitate reasonable access to MnDOT for work within MnDOT ROW for the reasonable review of work. The presence or absence of an MnDOT inspector does not relieve the Authority from any requirement in this JPA, nor is an inspector authorized to change any term or condition of this JPA. MnDOT agrees that during any review contemplated under this section, its staff will follow USACE construction safety practices, e.g., register at field office and wear personal safety equipment. MnDOT understands that its staff cannot direct the construction contractor unless MnDOT determines, in MnDOT's discretion, that an emergency situation with the potential for the loss of life exists. In such an event, MnDOT may immediately act but must notify USACE construction staff as soon as possible. Under normal circumstances, any MnDOT conversations with the construction contractor must occur in the presence of USACE construction staff.

Section 4.03 COMPLETION DATE. The Authority will advise the MnDOT Representative, in writing, of the completion of construction work of the Comprehensive Project on MnDOT ROW within thirty (30) calendar days after close-out of the USACE contract. MnDOT will accept completion of Reach SE-5 of the Comprehensive Project by closing out the applicable construction permit.

Section 4.04 TURN BACK. Following close-out of the USACE contract for the SEAL, USACE will turn back control of the SE-4 and SE-5 flood control elements within MnDOT ROW to the Authority, and the Authority will have maintenance responsibilities for such elements.

Section 4.05 PLATTING. The Authority intends to plat the Project Limits, which is currently projected in Exhibit A, and will file the necessary documentation with the appropriate local governmental entity as required under Applicable Law. If a proposed plat includes property interests held by MnDOT, the Authority will provide a copy of the proposed plat to MnDOT for review, and MnDOT will work with the Authority in Good Faith in the platting process.

Section 4.06 OPERATION IMPACTS.

(a) MnDOT owns the parcel identified as OIN 5212, located and legally described in Exhibit C (the "MnDOT Parcel"). The MnDOT Parcel is located in Mitigation Zone 4C and may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation during a 100-Year Flood Event.

(b) MnDOT additionally owns right-of-way interests in the UMA where it operates Route 75 (the "MnDOT ROW"). The MnDOT ROW is located in Mitigation Zone 4A and may be subject to temporary and periodic flooding in the event of Comprehensive Project Operation during a PMF event.

(c) MnDOT authorizes the Authority to flood the MnDOT Parcel and the MnDOT ROW temporarily and periodically in accordance with the terms and conditions of this JPA.

Section 4.07 POINT OF CONTACT. Prior to completion of the Comprehensive Project, the Authority and MnDOT will complete the form for Points of Contact attached as Exhibit E. The Points of Contact form will designate Points of Contact for both MnDOT and the Authority

for various stages of the Comprehensive Project including, but not limited to, design and construction, emergency situations, maintenance, Comprehensive Project Operation, and post-Comprehensive Project Operation cleanup and repair. The intended purpose of the Point of Contact is to facilitate the flow of information between MnDOT and the Authority both prior to and following Comprehensive Project Operation. Following the Effective Date, the Authority Representative will contact the MnDOT Representative on an annual basis to verify the accuracy of the information contained within Exhibit E.

Section 4.08 NOTICE OF COMPREHENSIVE PROJECT OPERATION. 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 MnDOT Representative and inform that individual of the potential of Comprehensive Project Operation. Once the Authority makes the decision that Comprehensive Project Operation will occur, the Point of Contact will inform the MnDOT Representative as soon as possible. The Point of Contact will again notify the MnDOT Representative when Comprehensive Project Operation ceases.

Section 4.09 CLEAN-UP WORK.

(a) Following Comprehensive Project Operation, the Point of Contact and the MnDOT Representative will complete an inspection of the MnDOT Parcel and MnDOT ROW 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 Point of Contact and MnDOT Representative will work together as quickly as possible to have MnDOT complete the work and to be reimbursed for such work.

(b) If there are non-emergency repairs or clean-up work that needs to be completed, MnDOT will put together a quote for MnDOT 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 MnDOT Representative will submit the MnDOT 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 MnDOT Representative, or deny the quote. If a quote is denied, the MnDOT Representative may re-create or resolicit a quote, as applicable, and resubmit the quote for Authority review. The MnDOT Representative will notify the Point of Contact when the repairs 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 MnDOT. The Authority will use its Best Efforts to reimburse MnDOT within thirty (30) calendar days of receiving the request.

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

Section 4.10 FUTURE CHANGES OR ADDITIONS AND OTHER USES. 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 the SEAI Crossing. If it becomes necessary or desirable to change, alter, widen, or reconstruct the SEAI Crossing to accommodate the SEAI or other element of the

Comprehensive Project, the cost of such work, if approved by MnDOT and USACE, including any incidental costs made necessary by such changes, will be the expense of the Authority.

ARTICLE V. INSURANCE AND LIABILITY

Section 5.01 HELD HARMLESS. The Authority, to the fullest extent authorized by Applicable Law, shall at all times hereinafter indemnify and hold MnDOT harmless from any and all claims, suits, actions, or damages arising out of any Person who makes or asserts a claim against MnDOT as a result of the construction of the SEAI Crossing. 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 may be amended from time to time, or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to any officer, employee, or volunteer of MnDOT for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. The Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable laws govern MnDOT's liability. Nothing in this JPA is intended to waive or relinquish MnDOT or the Authority's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to MnDOT and the Authority under Minnesota and North Dakota laws.

Section 5.02 INSURANCE. The Authority will coordinate with USACE to ensure MnDOT is named by the contractor, and any subcontractors, as an additional insured in the USACE construction contract for the SEAI Crossing. The Authority will further coordinate with USACE to ensure the prime contractor and subcontractors have insurance as required by FAR Clause 52.228-5.

ARTICLE VI. INVOICING AND AUDIT

Section 6.01 REIMBURSABLE COSTS. The Authority will reimburse MnDOT for salaries, services, and/or related costs and expenses incurred in providing the work set forth in this JPA. If it is necessary for MnDOT to hire outside consultants to assist in reviewing and commenting, the Authority will reimburse MnDOT for those costs and expenses. MnDOT will notify the Authority and USACE in advance of hiring such outside consultants and inform the Authority of the anticipated costs for the reviews. MnDOT will submit invoices to the Authority as provided in the following section.

Section 6.02 INVOICES.

(a) As necessary hereunder, MnDOT 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. MnDOT 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 MnDOT, a description of the activity included in the invoice, and the address where payment should be remitted.

(b) After the Authority receives MnDOT's invoice, the Authority will either process the invoice for payment or give MnDOT 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 MnDOT 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 MnDOT. Interest will accrue on any disputed portion of the billing determined to be due and owing to MnDOT.

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

(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 the invoice. Payments will first be credited to interest and then to principal.

(f) If the Authority fails to make a payment in full within thirty (30) calendar days of the date due for any undisputed billing, MnDOT may, after giving seven (7) calendar days' written notice to the Authority, suspend services under this JPA until paid in full, including interest. In the event of suspension of services, MnDOT will have no liability to the Authority for delays or damages caused by the Authority because of such suspension.

Section 6.03 AUDIT AND DISPUTE. All original timecards, payrolls, material records, and other accounts for all charges and expenditures for which reimbursement will be claimed by MnDOT from the Authority will be available at all reasonable times to allow the Authority to check and audit the invoices submitted by MnDOT. The ability of the Authority to audit MnDOT's invoice will extend for a period of three (3) years from the date final payment has been received by MnDOT. Any overpayment or underpayment discovered during the audit will be treated as a dispute under Article VIII. Under Minn. Stat. § 16C.05, subd. 5, the Authority agrees that all books, records, documents, and accounting procedures and practices directly relevant to this JPA are subject to examination by MnDOT, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this JPA.

Section 6.04 FINAL ACCOUNTING. MnDOT will provide one (1) final and complete billing of all incurred costs within one (1) year following completion of the SEAI Crossing. The Authority may in Good Faith, after conducting a final audit, adjust the amount of compensation due to MnDOT under this JPA.

Section 6.05 AUTHORITY INVOICES. As necessary hereunder for Betterments, the Authority will submit monthly properly certified invoices for reimbursable costs to MnDOT. 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 VII. TERM AND TERMINATION

Section 7.01 TERM. This JPA 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 JPA.

Section 7.02 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 7.03 EFFECTS OF TERMINATION.

(a) 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 subsection:

(1) Place no further contracts or orders, except as necessary to complete the continued portion of the JPA.

(2) 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 JPA, the cost of which would be reimbursable in whole or in part, under this JPA. Approval or ratification will be final for purposes of this subsection.

(3) Transfer title if not already transferred.

(4) Complete performance of the work not terminated.

(5) 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 JPA that is in the possession of MnDOT and in which the Authority has or may acquire an interest.

(b) After termination, MnDOT will submit a final termination invoice to the Authority in the form, and with the certification, prescribed by the Authority. MnDOT will submit the invoice promptly but no later than three hundred sixty-five (365) calendar days after the effective date of termination unless extended in writing by the Authority upon written request of MnDOT within the three hundred sixty-five (365) calendar day period. If the Authority determines, however, that the facts justify it, a termination settlement invoice may be received and acted on after three hundred sixty-five (365) calendar days or any extension. If MnDOT fails to submit the invoice within the time allowed, the Authority may determine, on the basis of information available, the amount, if any, due MnDOT because of the termination and will pay the amount determined.

(c) If the Authority and MnDOT fail to agree in whole or in part on the amount of costs and/or fees to be paid because of the termination of work, the failure to agree will be treated as a dispute under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

Section 8.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this JPA 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 JPA. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

Section 8.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties may first attempt to mediate the dispute. The Parties will agree upon a single mediator, and the Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 8.03 LITIGATION IF DISPUTE NOT RESOLVED. If a dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

Section 8.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this JPA or its breach will be filed, heard, and decided in the District Court of Clay County, Minnesota, which will have exclusive jurisdiction and venue.

ARTICLE IX. THIRD PARTY BENEFICIARY

Section 9.01 USACE. The Authority and MnDOT specifically agree, acknowledge, and covenant that portions of MnDOT's property or right-of-way will be used by USACE to construct the SEAI.

ARTICLE X. MISCELLANEOUS

Section 10.01 COMPLETE AGREEMENT. This JPA, together with the exhibits attached hereto, 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 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 JPA 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 JPA.

Section 10.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this JPA 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 JPA.

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 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 a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 10.06 AUTHORITY REPRESENTATIVES. The Authority and MnDOT hereby designate the following individuals as their initial authorized representatives, respectively, to administer this JPA on their respective behalf:

- (a) Authority Representative: Kris Bakkegard, Director of Engineering
- (b) MnDOT Representative: Shiloh Wahl, District Engineer

Section 10.07 NOTICE.

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

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

Jacobs Engineering Group, Inc.
4784 Amber Valley Parkway South, Suite 200
Fargo, North Dakota 58102

and

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

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

Minnesota Department of Transportation
Attn: District Engineer
1000 Hwy 10 West
Detroit Lakes, MN 56501

(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. RESERVED.

Section 10.09 DATA PRACTICES. MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under this JPA. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13.

Section 10.10 ELECTRONIC SIGNATURES. The Parties agree that an electronic signature to this JPA shall be valid as an original signature of the Party and shall bind the signatories of this JPA.

Section 10.11 DISTRIBUTION OF PROPERTY. Ownership of any infrastructure constructed pursuant to this JPA shall remain with the Party to whom such infrastructure is allocated herein at the termination or expiration of this JPA. Additionally, if any surplus moneys remain following the completion of the infrastructure set forth herein, then such surplus moneys shall be returned to the Parties in proportion to their contributions for such infrastructure.

IN WITNESS WHEREOF, the Authority and MnDOT caused this JPA 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 JPA on the 28th of August, 2025.

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

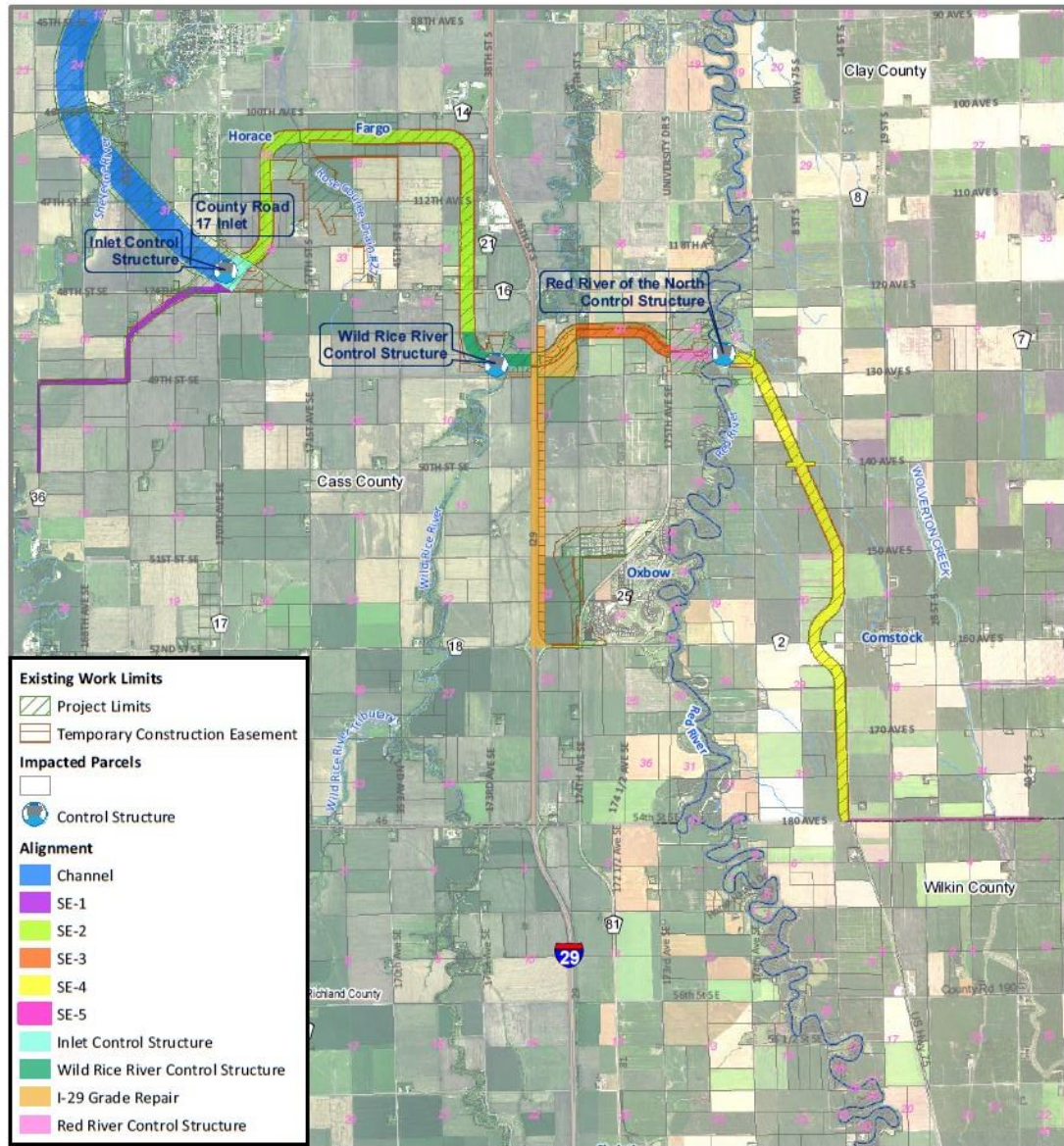
Signature Page for the Minnesota Department of Transportation

By: _____

ATTEST:

Exhibit A

Project Limits



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, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Project\Land Acquisition\Project Work Package\WP27-Red River West Embankment\SEA1_overall.mxd



SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE

FM AREA DIVERSION
Map Date: 1/25/2021

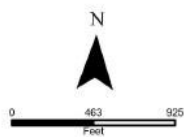


Exhibit B

MnDOT ROW



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



**MN Highway 75
 100th Street to 110th Street
 Wilkin County
 Flowage Easement Zone 4A**



FM AREA DIVERSION
 Map Date: 1/28/2025

Exhibit C

MnDOT Parcel



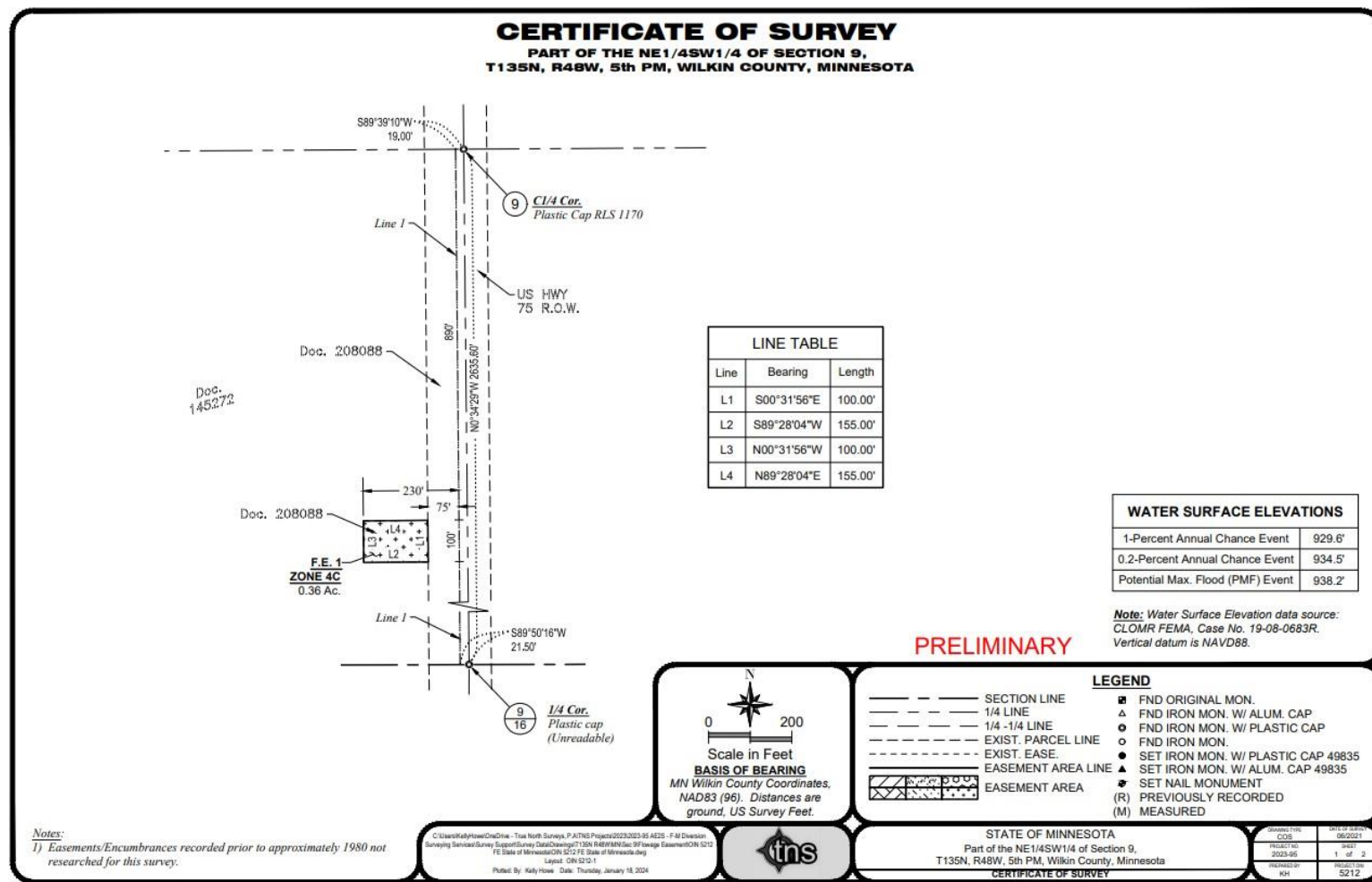
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\UMA\UMA_individual_Parcel_Exhibits.aprx | UMA Individual Parcel Exhibits, no structures



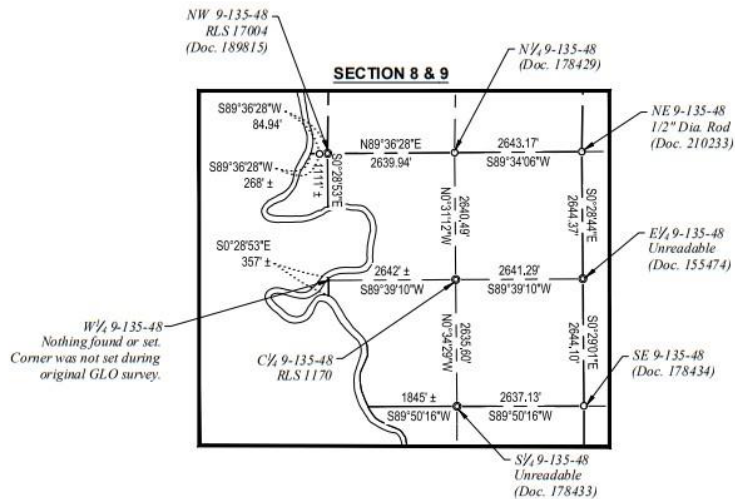
OIN: 5212
ROW
Wilkin County, MN

FM AREA DIVERSION
Map Date: 3/14/2025





CERTIFICATE OF SURVEY
PART OF THE NE1/4SW1/4 OF SECTION 9,
T135N, R48W, 5th PM, WILKIN COUNTY, MINNESOTA



PARENT PARCEL - WARRANTY DEED DOC. NO. 208088
Owner: STATE OF MINNESOTA

FLOWAGE EASEMENT (F.E.) 1, ZONE 4C - LEGAL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 9, Township 135 North, Range 48 West of the 5th Principal Meridian, Wilkin County, Minnesota, being further described as follows and referencing Line 1 described below:

- Line 1. Beginning at a point on the east and west quarter line of said Section 9, distant 19.0 feet west of the center thereof; thence southerly on a line which would intersect the south line of said Section 9, distant 21.5 feet west of the south quarter corner thereof, for a distance of 1400 feet and there terminating;

A tract which lies between two lines run parallel with and distant 75 feet and 230 feet westerly of the following described line: Beginning at a point on Line 1 described above, distant 890 feet southerly of its point of beginning (measured along said Line 1); thence continue southerly along said Line 1 for 100 feet and there terminating.

Said tract contains 0.36 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of Minnesota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

Nicholas R. Stattelman
MN Reg. No. 49835

[illegible]

Exhibit D

Permit and License Agreement

(See the following pages.)

PERMIT AND LICENSE AGREEMENT

THIS PERMIT AND LICENSE AGREEMENT (the “Agreement”) is made this ____ day of _____, 2025, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (the “Authority”), and the MINNESOTA DEPARTMENT OF TRANSPORTATION, a department of the state government of the State of Minnesota (“MnDOT,” collectively with the Authority, the “Parties”).

RECITALS

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

WHEREAS, on _____, 2025, the Authority and MnDOT entered into a Joint Powers Agreement (the “JPA”), whereby the Parties set forth their respective roles and responsibilities to address impacts to MnDOT road facilities resulting from the construction of the Southern Embankment and Associated Infrastructure facilities of the Comprehensive Project (the “SEAI”); and

WHEREAS, as part of the JPA, the Parties agreed they would provide for the on-going operation and maintenance of SEAI constructed on MnDOT right-of-way through the entrance of a separate agreement; and

WHEREAS, MnDOT agrees to provide the Authority a permit and license in, on, upon, under, across, and through the property described herein for the purpose of on-going operation and maintenance necessary for the SEAI, all subject to the terms and conditions contained in this Agreement.

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 MnDOT agree as follows:

AGREEMENT

1. **The Licensed Property.** MnDOT grants and conveys to the Authority a non-exclusive, revocable permit and license for the purpose of operating and maintaining the SEAI in, on, over, across, and through the following real property in Clay County, Minnesota, and Wilkin County, Minnesota:

See legal description of the Comprehensive Project facilities attached as **Exhibit 1**.

The property described above is the “Licensed Property.” The rights granted to the Authority by MnDOT under this Agreement constitute a permit and license, revocable by MnDOT only for cause as set forth herein, and the permit and license do not create for or on behalf of the Authority any interest or estate of any kind in any of the Licensed Property, either by virtue of this Agreement or by the Authority’s entry upon or use of the Licensed Property. MnDOT does not warrant fee simple ownership of the Licensed Property and only conveys those rights to the Authority permitted under Minnesota law that are consistent with MnDOT’s rights in the Licensed Property; the Authority is solely responsible for acquiring any additional property interests that may be necessary by law.

2. **Access Rights.**

A. Under this Agreement, MnDOT grants to the Authority, and the Authority’s officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, and suppliers, access in, on, over, across, and through the Licensed Property for purposes of operating, reconstructing, improving, repairing, removing, and maintaining the SEAI. The Authority’s rights regarding the Licensed Property will not disrupt or interfere with MnDOT’s use of the Licensed Property. The Authority’s ingress and egress rights under this Agreement include rights for the Authority and the Authority’s officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, and suppliers; to the extent the Authority allows or permits access in, on, over, across, and through the SEAI to any other parties, the Authority will be responsible for those licensees and invitees and their actions and omissions. The Authority’s rights are revocable by MnDOT in accordance with the terms of this Agreement.

B. The Authority will provide reasonable notice to MnDOT at least fifteen (15) calendar days prior to performing any maintenance on the Licensed Property. MnDOT will also provide reasonable notice to the Authority at least fifteen (15) calendar days prior to performing any work on the Licensed Property that may impact the SEAI. Additionally, the Authority and MnDOT will abide by the terms and conditions of the JPA to the extent any adjustments or alterations of applicable facilities necessitate approvals by the other Party and/or the United States Army Corps of Engineers.

3. **Repair Obligations.** The Authority, at the Authority's sole cost, will repair the Licensed Property damaged as a result of the Authority's operating, reconstructing, improving, repairing, removing, and maintaining the SEAI or otherwise as a result of any entry upon or use of the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

4. **Subcontractors.** The Authority is solely responsible for operating, reconstructing, improving, repairing, removing, and maintaining the SEAI and otherwise complying with this Agreement. To the extent, however, that the Authority procures any third parties for the operation and maintenance of the SEAI, or otherwise retains any third party to perform any of the Authority's obligations under this Agreement, the Authority is solely responsible for the work, performance, acts, or omissions of those third parties, including any contractor, consultant, subcontractor, subconsultant, or supplier. The Authority must ensure all contractors, consultants, subcontractors, subconsultants, and suppliers are properly licensed and registered under Minnesota law, and must require all contractors, consultants, subcontractors, subconsultants, and suppliers to comply with the insurance requirements contained in this Agreement. The Authority is fully responsible for scheduling and coordinating the work of any third parties, and the Authority is solely responsible for paying or compensating all third parties.

5. **Assumption of Risk.** The Authority explicitly accepts any and all risk regarding any entry upon or use of the Licensed Property by the Authority and any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, and invitees. MnDOT will not be liable or responsible for any damages or injuries caused to or by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees resulting from, or in any way arising out of, any of those parties' entry upon or use of the Licensed Property.

6. **Term.** MnDOT may terminate this Agreement only in the event of any default by the Authority under this Agreement and failure to cure within a reasonable amount of time.

7. **Indemnity.** With the exception of damages caused by the intentional acts or misconduct of the MnDOT, the Authority, to the fullest extent authorized by applicable law, will release, hold harmless, defend, and indemnify MnDOT and the MnDOT's officers, representatives, employees, consultants, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Authority's obligations under this Agreement; the SEAI; or any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Authority's duties to release, hold harmless, defend, and indemnify include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to MnDOT or any of MnDOT's officers, representatives, employees, consultants, or contractors, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to any person or party, whether natural or not. Further, the Authority will reimburse MnDOT and MnDOT's officers,

representatives, employees, consultants, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, arising out of or regarding the Authority's obligations under this Agreement; the SEAI; or any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Authority's duties to release, defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements required under this Agreement, anything in excess of any of the Authority's insurance policy limits, and anything otherwise not covered under or by the Authority's insurance policies; the Authority's duties to release, defend, indemnify, and hold harmless are not limited by the insurance required under this Agreement. The Authority's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement. This indemnity and hold harmless provision, however, 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 or Minn. Stat. § 466.04, subd. 1, as may be amended from time to time, or a waiver of any available immunities or defenses.

8. **Compliance with Laws.** The Authority, at the Authority's expense, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the SEAI; any of the Authority's obligations under this Agreement; and any entry upon the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

9. **Insurance.** The Authority shall procure and maintain general liability insurance, in an amount determined in its sole discretion, for operations and maintenance of the SEAI and will provide copies of such policies to MnDOT upon request.

10. **Forbearance.** The failure or delay of a Party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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.

11. **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 Clay County, Minnesota, and the Parties waive any objection to venue or personal jurisdiction.

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

enforceable; the Parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Agreement and the JPA constitute the entire agreement between the Parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the Parties with the exception of the JPA.

14. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and legal representatives.

15. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by MnDOT and the Authority.

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 Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

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

18. **Effective Date.** This Agreement will become effective on the date of execution by the last Party to sign.

(Reminder of page intentionally left blank.)

Signature Page for the Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this Permit and License Agreement on the ____ of _____, 2025.

By: _____
Tony Grindberg, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

Dawn Lindblom, Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared Tony Grindberg, Jason Benson, and Dawn Lindblom, known to me to be the Chair, Executive Director, and Secretary, respectively, of the Metro Flood Diversion Authority and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Metro Flood Diversion Authority.

(SEAL)

Notary Public

Signature Page for the Minnesota Department of Transportation

By: _____

ATTEST:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known to me to be the _____ and _____, respectively, of the Minnesota Department of Transportation, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Minnesota Department of Transportation.

(SEAL)

Notary Public

Exhibit 1

LICENSED PROPERTY LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 5, Township 136 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Commencing at the Northwest Corner of Section 5; thence S89°57'39"E on the north line of said Section 5 a distance of 837.14 feet to the westerly line of the existing Highway 75 Right-of-way (ROW), said point being the Point of Beginning; thence S01°49'47"W on said westerly ROW line a distance of 33.02 feet; thence S52°17'26"E on said westerly ROW line a distance of 36.00 feet; thence S89°57'39"E a distance of 81.93 feet; thence S27°08'03"E a distance of 70.73 feet; thence S15°58'23"E a distance of 49.28 feet; thence N74°01'06"E a distance of 129.77 feet to the easterly line of the existing Highway 75 ROW; thence N37°24'42"E on said easterly ROW line a distance of 121.39 feet; thence N13°55'59"W on said easterly ROW line a distance of 34.01 feet to said north line of Section 5; thence N89°57'39"W on said north line a distance of 345.49 feet to the Point of Beginning.

Said tract contains 34,693 square feet, or 0.796 acres, more or less.

AND

That part of the Southeast Quarter of Section 32, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

The South 65.00 feet of the existing Highway 75 right-of-way.

Said tract contains 4,872 square feet, more or less.

AND

That part of the Southwest Quarter of Section 33, Township 137 North, Range 48 West of the 5th Principal Meridian, Clay County, Minnesota, being further described as follows:

Beginning at the Southwest Corner of Section 33; thence N89°53'40"E on the south line of said Section 33 a distance of 276.36 feet to the easterly line of the Highway 75 Right-of-way (ROW); thence N13°56'16"W on said ROW line a distance of 33.99 feet; thence N51°22'47"W on said easterly ROW line a distance of 156.03 feet; thence N42°19'25"W a distance of 37.35 feet; thence S77°11'54"W a distance of 100.02 feet; thence S01°11'32"E a distance of 71.30 feet; thence S89°53'40"W a distance of 25.76 feet to the west line of said Section 33; thence S00°36'11"E on said west line a distance of 65.00 feet to the Point of Beginning.

Said tract contains 29,607 square feet, or 0.68 acres, more or less.

Exhibit E**Points of Contact**

<i>Matter</i>	<i>Authority Contact</i>	<i>MnDOT Contact</i>
General Matters	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Emergency Situations	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Design	Kris Bakkegard, Director of Engineering	District 4, Design Engineer
Construction	Tom Fuchs, Senior Construction Manager	District 4, Resident Engineer
Maintenance	Tom Fuchs, Senior Construction Manager	District 4, Maintenance Supervisor
Comprehensive Project Operation	Kris Bakkegard, Director of Engineering	District 4, Operations Manager
Comprehensive Project Operation Cleanup and Repair	Justin Fisher, Director of Lands & Compliance	District 4, Permits

Authority Contact Information

- Kris Bakkegard – Director of Engineering: bakkegardk@fmdiversion.gov; (701) 412-3859
- Tom Fuchs – Senior Construction Manager: fuchst@fmdiversion.gov; (701) 612-8433
- Justin Fisher – Director of Lands & Compliance: fisherj@fmdiversion.gov; (218) 341-4194



Diversion Board of Authority Meeting

August 28, 2025

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/ Estimate (\$)
Service Agreement, Amendment 0 – Snow Removal Services 2025-2026 – Perform snow removal services on Metro Flood Diversion Authority Owned properties on an on-call basis. The hourly rate remains the same as the 2024-2025 season.	JT Lawn Services & Landscaping, LLC	\$10,000.00
Task Order 04, Amendment 6 – P3 Observation and Testing Services – This amendment is for construction material testing of Reaches 7, 10 and 11.	Braun Intertec	\$402,880.00
Task Order 101, Amendment 14 – Design and Construction Support – This increase reflects increases in both 2025 and 2026 budgets due to design and construction delays in Subtasks 1.0, 2.3, 3.1 4.3 and 5.1. It also includes a slight decrease in 2025 and 2026 budgets for Subtask 4.1 as a result from less than anticipated support for the P3 Design Review and Comment.	Houston-Moore Group, Inc	\$1,905,000.00
Task Order 25, Amendment 0 – Reconnect Relocated Substation – Reconnect electric lines to the relocated Oxbow substation located near County Road 14 and I-29.	Cass County Electric Cooperative, Inc	\$1,470,055.20
Service Agreement 2024, Amendment 1 – Videography Services – This amendment closes the 2024-2025 services agreement. A new services agreement was approved for 2025-2026. The remaining balance will be returned to the project.	C Three Media	(\$17,595.67)

Executive Director

Contracting Recommendation



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

JT Lawn Services & Landscaping, LLC Services Agreement Snow Removal Services 2025-2026	\$10,000.00
<ul style="list-style-type: none">• Perform snow removal services on property owned by the Metro Flood Diversion Authority.	

1 Recommendation for action:

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

2 Summary of Contracting action:

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

3 Reason why it is required

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

The hourly rates from the 2024-2025 season will remain the same for the 2025-2026 season.

4 Background and discussion

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

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
SA-A0	0.00	10,000.00	10/15/2025	6/1/2026	Initial authorization of All Work
Totals		10,000.00			

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Year	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2025	SW-1170	5,000.00	5,000.00	0.00	5,000.00	Initial authorization
2026	SW-1170	5,000.00	5,000.00	0.00	5,000.00	

6 Attachments:

- Services Agreement

The PMC prepared this contracting action and feels the information is accurate, complete, and ready for 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: Jason, Benson Executive Director

Date: 7/31/2025

Executive Director

Contracting Recommendation



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

Braun Intertec Corporation TO04 Amendment 6 P3 Observation and Testing Services	\$402,880.00
<ul style="list-style-type: none"> • Construction Material testing for Reach 7, 10 and 11 Qualification Retesting 	

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 task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine 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

This amendment is for construction material testing for Reach 7, 10 and 11 qualification.

The P3 contractor placed non-sherack or a mixture of Brenna with sherack while constructing the Levee in Reaches 11, 10, and 7. The material placed failed the Liquid Limits (Atterberg) qualification test. The location and elevation of the material placed has been identified. Additional "split test samples" are required to ensure the material used for remediation will be representative for the Levee Certification.

4 Background and discussion

Braun Intertec will provide observation and material testing services for the P3 portion of the FM Area Diversion project. This will include a Storm Water Diversion Channel and Associated Infrastructure. The work will include multiple bridges, the diversion channel, embedded levees, excavated material berms, aqueducts, and numerous roadway and utility crossings.

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
TO04-A0	0.00	150,675.00	8/1/2022	12/31/2022	Original Scope and budget
TO04-A1	3,578,324.00	3,728,999.00	1/1/2023	12/31/2026	2023-2026 Budget
TO04-A2	0.00	3,728,999.00	1/1/2023	12/31/2026	Reallocate budget for on-call testing services
TO04-A3	23,438.00	3,752,437.00	1/1/2023	12/31/2026	Utility HDD grout observations
TO04-A4	(119,009.00)	3,633,428.00	3/1/2021	12/31/2026	Subtask budget amendment
TO04-A5	(25,108.00)	3,608,320.00	3/1/2021	12/31/2026	Balance 2024 budget, update 2025 budget between subtasks
TO04-A6	402,880.00	4,011,200.00	3/1/2021	12/31/2026	Construction material testing of reach 7, 10 and 11

Table 2 – Budget by Subtasks

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1	Project Management, Controls and Insurance	PR-11240	236,059.75	0.00	236,059.75
Subtask	2	On-Site Testing	PR-11240	3,305,387.75	402,880.00	3,708,267.75
Subtask	3	Testing Reviews	PR-11240	30,963.00	0.00	30,963.00
Subtask	4	On-Call Testing	PR-11240	9,259.00	0.00	9,259.00
Subtask	5	HDD Grout Observations	PR-11240	26,650.50	0.00	26,650.50
Totals				3,608,320.00	402,880.00	4,011,200.00

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Subtask	Activity ID	2022 Actual Cost (\$)	2023 Actual Cost (\$)	2024 Actual Cost (\$)	2025 Budget (\$)	2026 Budget (\$)	Total 2022-2026 Budget (\$)
PM, Controls & Insurance	PR-11240	7,791.50	46,378.75	57,936.00	59,485.00	64,468.50	236,059.75
On-Site Testing	PR-11240	154,400.60	647,020.75	782,448.00	1,283,780.00	840,618.40	3,708,267.75
Testing Reviews	PR-11240	0.00	1,928.00	0.00	11,720.00	17,315.00	30,963.00
On-Call Testing	PR-11240	0.00	9,259.00	0.00	0.00	0.00	9,259.00
HDD Observations	PR-11240	0.00	1,642.50	0.00	25,008.00	0.00	26,650.50
Totals		162,192.10	706,229.00	840,384.00	1,379,993.00	922,401.90	4,011,200.00
		\$141,082.60	\$658,721.75	\$866,583.75			

6 Attachments:

- Task Order 04 Amendment 6

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: Jason Benson, Executive Director

Date: 8/14/2025

Executive Director

Contracting Recommendation



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

Houston-Moore Group, Inc TO101 Amendment 14 Design and Construction Support	\$1,905,000.00
<ul style="list-style-type: none"> Increasing and changing budgets due to the increase in scope of work 	

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 task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine 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

This increase reflects increases in both 2025 and 2026 budgets due to design and construction delays as noted in Subtasks 1.0, 2.3, 3.1 4.3 and 5.1 below. It also includes a slight decrease in 2025 and 2026 budgets for Subtask 4.1 as a result from less than anticipated support for the P3 Design Review and Comment.

- Subtask 1.0 Project Management, Controls and Insurance
 - Increase 2025 budget by \$60K for larger than anticipated effort for management of design and construction projects.
- Subtask 2.3 Property Structure Packages (WP-50 and WP-38)
 - Increase 2025 and 2026 budgets by \$720K and \$810K, respectively, for larger than anticipated effort on demolition projects. The number of demolition sites will approximately double from 2024 to 2025 and also includes sites with larger farmstead removals.
- Subtask 3.1 I-29 Grade Raise subtask
 - Increase 2025 and 2026 budgets by \$85K and \$280K, respectively, for design and construction support for pavement crack repairs. Construction services will be a significant effort as this will be a MFDA led construction project. Construction is expected in 2026.
- Subtask 4.1 P3 Design Review and Comment
 - Decrease 2025 and 2026 budgets by \$60K each year resulting from less than anticipated support in 2025

- Subtask 4.3 DCAI Design and Construction
 - Increase 2025 budget by \$70K for preliminary designs of County Road 4/31 and Harwood Township connection. Both of these may become a future mobility improvement, but the preliminary evaluations will be completed under this DCAI Design and Construction subtask.
- Subtask 5.1 Mobility Improvements
 - Increase 2025 budget by \$75K and reduce 2026 budget by \$75K for the construction of the Horace and Raymond Township projects in 2025.

4 Background and discussion

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

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

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
TO101-A0	0.00	1,010,000.00	9/1/2021	12/31/2021	Original Scope and budget
TO101-A1	15,070,210.00	16,080,210.00	9/1/2021	12/31/2026	Update scope and budget
TO101-A2	(16,558.93)	16,063,651.07	9/1/2021	12/31/2026	Update subtask budget
TO101-A3	0.00	16,063,651.07	9/1/2021	12/31/2026	Update subtasks
TO101-A4	2,580,000.00	18,643,651.07	9/1/2021	12/31/2026	New scope and budget and update subtasks
TO101-A5	0.00	18,643,651.07	9/1/2021	12/31/2026	
TO101-A6	2,861,391.49	21,505,042.56	9/1/2021	12/31/2026	See "reason" section
TO101-A7	1,775,000.00	23,280,042.56	9/1/2021	12/31/2026	New subtask 2.6, 6.1 and 6.2 added
TO101-A8	170,000.00	23,450,042.56	9/1/2021	12/31/2026	Additional work related to mobility improvements and SE-4
TO101-A9	0.00	23,450,042.56	9/1/2021	12/31/2026	Reallocate subtask budgets

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
TO101-A10	(134,693.79)	23,315,348.77	9/1/2021	12/31/2026	Balance 2023 budget and reallocate budgets between subtasks.
TO101-A11	0.00	23,315,348.77	9/1/2021	12/31/2026	Balance 2024 budget and reallocate budgets between subtasks.
TO101-A12	0.00	23,315,348.77	9/1/2021	12/31/2026	Amend subtask budgets
TO101-A13	(6,553.01)	23,308,795.76	9/1/2021	12/31/2026	Balance 2024 budget with actuals and adjust 2025 and 2026 budgets.
TO101-A14	1,905,000.00	25,213,795.76	9/1/2021	12/31/2026	Increase in budgets to reflect change in scope of work.

Table 2 – Budget by Subtasks

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1.0	Project Management, Controls and insurance	SW-1160	3,838,902.66	60,000.00	3,898,902.66
Subtask	2.1	In-Town Levees (WP-42)	SW-1160	379,880.69	0.00	379,880.69
Subtask	2.2	OHB Projects (WP-43)	SW-1160	548,186.40	0.00	548,186.40
Subtask	2.3	Property Structure Mitigation (WP-50 and WP 38)	SW-1160	3,115,708.04	1,530,000.00	4,645,708.04
Subtask	2.4	Facility Plans for Clean Water SRF Loan App	SW-1160	116,936.75	0.00	116,936.75
Subtask	2.5	Cass Rural Water District Mitigation	SW-1160	1,808,939.53	0.00	1,808,939.53
Subtask	2.6	Road Construction Mitigation (WP52)	SW-1160	83,642.19	0.00	83,642.19
Subtask	3.1	I-29 Grade Raise	SW-1160	627,267.19	365,000.00	992,267.19
Subtask	3.2	Reach SE-1B (CR16/17)	SW-1160	312,012.98	0.00	312,012.98
Subtask	3.3	Reach SE-2B (45 th ST and CR 16)	SW-1160	519,396.01	0.00	519,396.01
Subtask	3.4	Reach SE-3 (CR 81)	SW-1160	640,410.57	0.00	640,410.57
Subtask	3.5	Support for local drainage, transportation and utilities	SW-1160	2,947,576.54	0.00	2,947,576.54
Subtask	3.6	USACE Reviews	SW-1160	425,553.44	0.00	425,553.44

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	3.7	Reach SE-4 (3 rd St, 140 th Ave, CR 2)	SW-1160	636,498.99	0.00	636,498.99
Subtask	3.8	Reach SE-5 (180 th Ave, Hwy 75 and BNSF)	SW-1160	77,825.19	0.00	77,825.19
Subtask	3.9	MFDA Utility Relocations (WP47)	SW-1160	1,059,044.83	0.00	1,059,044.83
Subtask	4.1	P3 Design Review and Comment	SW-1160	2,176,628.90	(120,000.00)	2,056,628.90
Subtask	4.2	P3 Construction Support	SW-1160	1,228,707.68	0.00	1,228,707.68
Subtask	4.3	DCAI design and Construction	SW-1160	24,977.75	70,000.00	94,977.75
Subtask	5.1	Mobility Improvements in Cass County (38 th St S, 52 nd Ave S, 32 nd Ave)	SW-1160	1,232,527.60	0.00	1,232,527.60
Subtask	6.1	Sheyenne River Aqueduct Mitigation	SW-1160	1,012,763.38	0.00	1,012,763.38
Subtask	6.2	Maple River Aqueduct Mitigation	SW-1160	495,408.45	0.00	495,408.45
Totals				23,308,795.76	0.00	25,213,795.76

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2021	SW-1160	598,323.53	598,323.53	598,323.53	0.00	2021 paid
2022	SW-1160	3,206,924.03	3,206,924.03	3,069,883.00	1,897,457.21	Remaining budget returned to program
2023	SW-1160	4,967,340.21	4,967,340.21	4,634,583.00	332,757.21	Remaining budget returned to program
2024	SW-1160	4,511,207.99	4,511,207.99	\$4,157,156.41	354,051.58	Remaining budget returned to program
2025	SW-1160	6,410,000.00	6,410,000.00	\$2,380,198.94	4,029,801.06	Actual paid through June-2025
2026	SW-1160	5,520,000.00	5,520,000.00	0	5,520,000.00	

Totals		25,213,795.76	25,213,795.76	\$14,840,144.88	12,134,067.06	Remaining budget accounts for 2025 – 2026 only.
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6 Attachments:

- Task Order 101 Amendment 14

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: Jason Benson, Executive Director **Date:** 8/20/2025

Executive Director

Contracting Recommendation



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

Cass County Electric Cooperative, Inc TO25 Amendment 0 Reconnect Relocated Substation	\$1,470,055.20
<ul style="list-style-type: none"> • Reconnect CCEC electric lines to the relocated Oxbow substation located near County Road 14 and I-29 	

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 task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine 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

Cass County Electric work to reconnect the relocated Oxbow substation:

- **Subtask 01** – Feeder 2 (west) – Bringing new electric distribution feeder out of the new Oxbow substation located near CR 14 and I-29, 2 miles to the west, to tie in with the existing distribution feed from the Horace substation near CR 14 and 57th St S.
- **Subtask 02** – Feeder 4 (east) – Bringing new electric distribution feeder out of the new Oxbow substation located near CR 14 and I-29, 2.5 miles to the east, to tie in with the existing distribution feed from the existing Oxbow substation near CR 14 and Hwy 81.

The cost of the east feeder is significantly higher due to the large cable size needed to connect to the old Oxbow feed on Hwy 81. The east half needs to support double the capacity.

The estimated completion time is December 31, 2025. However, it will depend on getting the necessary land rights.

4 Background and discussion

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

In accordance with Section 2.01 of the Mater Utility Relocation Agreement between the Metro Flood Diversion Authority (the “Authority”) and Cass County Electric, Inc (“Utility”) dated May 27, 2021 (the “Agreement”), the Authority and the Utility agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
TO25-A0	0.00	1,470,055.20	8/13/2025	12/31/2026	Initial scope of work

Table 2 – Summary of Subtasks Budgets

Subtask No.	Title	Fee 2025 (\$)	Amend (\$)	Total (\$)
01	Feeder 2 (West)	562,664.40	0.00	562,664.40
02	Feeder 4 (East)	907,390.80	0.00	907,390.80
	Estimated Fees:	1,470,055.20		1,470,055.20

5 Financial considerations:

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

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

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2025	CN-4010	1,470,055.20	1,470,055.20	0.00	1,470,055.20	
Total		1,470,055.20	1,470,055.20		1,470,055.20	

6 Attachments:

- Task Order 25 Amendment 0

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: Jason Benson, Executive Director

Date: 8/19/2025

Executive Director

Contracting Recommendation



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

C Three Media Services Agreement 2024 Amendment 1 Videography Services	(\$17,595.67)
<ul style="list-style-type: none">• Close Services agreement 2024	

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 task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine 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

C Three Media will provide the Diversion Authority video updates of the FM Area Diversion project via drone video. These videos will be used to inform board members and the public of construction updates of the various projects. The videos will be used for social media, website, marketing purposes to name a few. C Three media will also video special events that are either hosted or attended by the Diversion Authority. C Three Media will conduct other videography services that are further outlined in the attachment of the Services Agreement. Aside from the monthly drone flights, this is an “on call” type of contract where C Three will be directed by the Authority to do the video work.

This closes the 2024-2025 services agreement. A new services agreement for 2025-2026 was developed for C Three Media. This remaining balance will be returned to the project.

4 Background and discussion

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the Fargo-Moorhead Area Diversion Project (the PROJECT). As such, the OWNER and CONSULTANT have agreed to enter into a Task Order focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Executive Director. In accordance with Section 5 of the Mater Professional Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and C Three Media (“Consultant”) dated July 1, 2024 (the “Agreement”), the Authority and the Utility agree to the above services.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Contract Change \$	Original or Revised Contract \$	Agreement Execution Date	Project Completion	Comments
SA2024-A0	0.00	162,940.00	7/1/2024	6/30/2025	Initial scope of work
SA2024-A1	(17,595.67)	145,344.33	7/1/2024	6/30/2025	Close 2024 services agreement

Table 2 – Summary of Subtask Budgets

Subtask	Item	Current Budget (\$)	Change (\$)	Revised Budget (\$)
1	Photo Sentinel Timelapse Camera	8,940.00	861.93	9,801.93
2	Planning and Pre-Production	20,000.00	(9,514.40)	10,485.60
3	Production / Filming	85,000.00	(5,052.60)	79,946.40
4	Post-Production and Distribution	49,000.00	(3,889.60)	45,110.40
	Total	162,940.00	(17,595.67)	145,344.33

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

Original Agreement or Amendment	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$)	Comments
2024	SW-1180	\$93,298.37	\$93,298.37	\$93,298.37	0.00	
2025	SW-1180	69,641.63	69,641.63	52,045.96	17,595.67	
Totals		\$162,940.00	\$162,940.00	\$145,344.33	17,595.67	Remaining balance returned to program

6 Attachments:

- Services Agreement 2024 Amendment 1

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: Jason Benson, Executive Director **Date:** 8/14/2025

Memorandum



To: Metro Flood Diversion Authority Land Management Committee

From: Justin Fisher, Director of Lands and Compliance

Cc: Jason Benson, Executive Director

Date: July 22, 2025

Re: Outcome of Pifer's Auction of Excess Lands

RECOMMENDATION/ACTIONS NEEDED:







Approve the recommended next steps for each parcel noted in the table below.

Background/Key Points:

On July 22nd Pifer's Land Management held an online auction of six (6) Excess Land properties located in Cass County, ND. Pifer's advertised and marketing the auction of approximately 45 days and received over 80 bids on all properties, including 255 bids on property #4. A summary of the properties, reserve price, auction results, and recommended next steps is presented in the table below. As noted, the auction results for four of the properties exceeded the reserve price and will proceed to closing. The auction result for parcel #6 was slightly lower than the reserve price, and staff recommend approving this auction result. The auction result for parcel #3, the Horace elevator site, was well below the reserve price so we recommend rejecting the auction result and staff will continue working with Pifer's to sell the property.

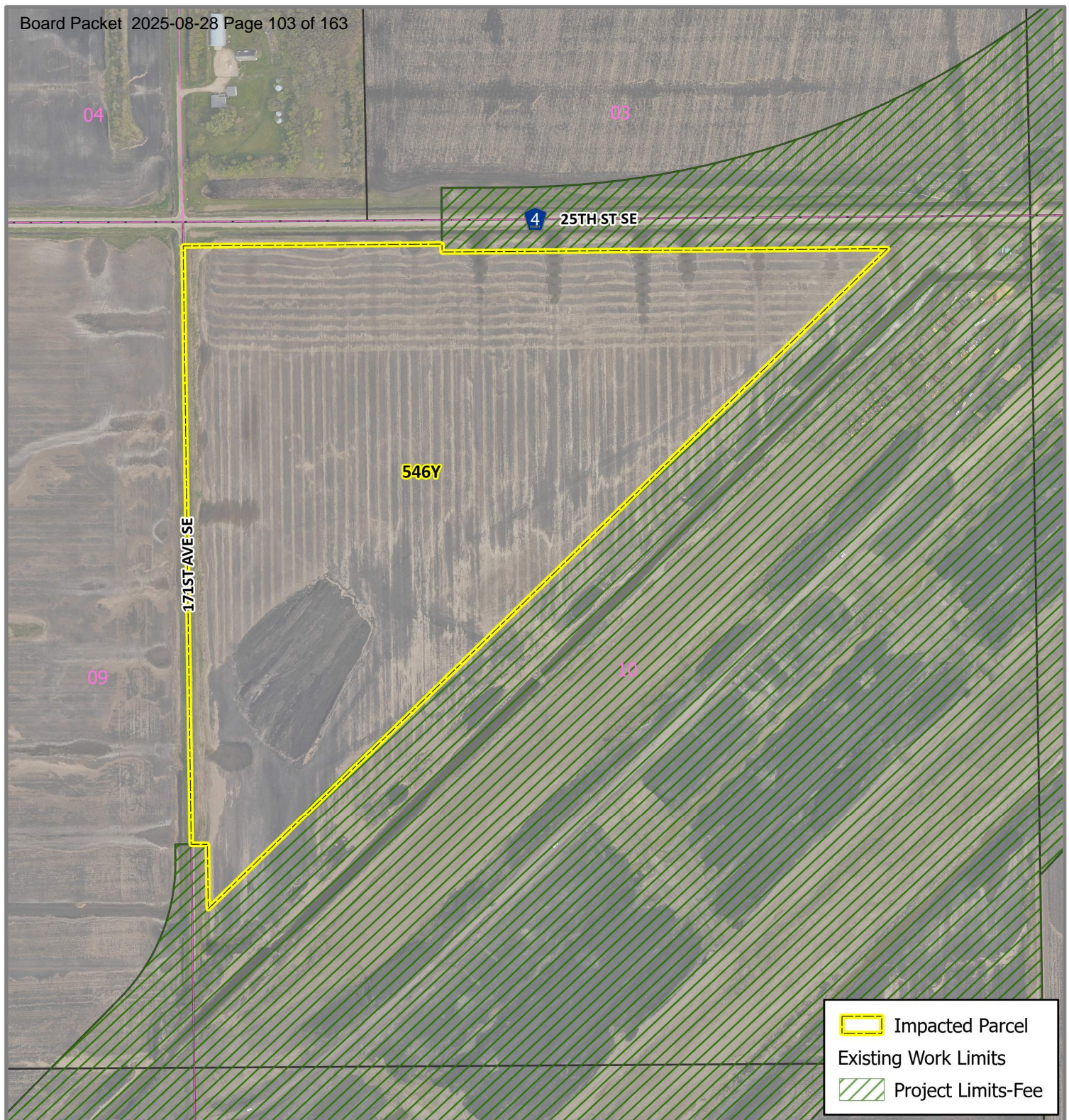
#	OIN(s)	Location	Acres	Reserve Price	Auction Result (High bid)	Recommended Next Steps
1	546Y	North end of channel	52.65	\$250,000	\$277,728.75	Reserve price met, Proceed with closing
2	2368Y	North end of channel	119.57	\$450,000	\$684,538.25	Reserve price met, Proceed with closing
3	7234A 7234E 7234F	Horace Elevator Site	4	\$550,000	\$99,500	Reject the auction result, continue working with Pifer's to sell the property
4	8385Y	UMA, former homestead site	8.08	\$25,000	\$32,025	Reserve price met, Proceed with closing
5	877	UMA former homestead site	2.75	\$8,000	\$15,075	Reserve price met, Proceed with closing
6	1926	UMA, former homestead site	11.95	\$35,000	\$31,525	Approve the auction result, proceed with closing

Summary of auction results and biding activity

<div><div>#1</div><div>Parcel 1</div><div></div><div>CURRENT BID</div><div>\$5,275 × 52.65</div><div>TOTAL BID: \$277,728.75</div><div>121 bids ▾</div><div>Bidding Closed</div></div>	<div><div>#2</div><div>Parcel 2</div><div></div><div>CURRENT BID</div><div>\$5,725 × 119.57</div><div>TOTAL BID: \$684,538.25</div><div>113 bids ▾</div><div>Bidding Closed</div></div>	<div><div>#3</div><div>Parcel 3</div><div></div><div>CURRENT BID</div><div>\$99,500</div><div>80 bids ▾</div><div>Bidding Closed</div></div>
<div><div>#4</div><div>Parcel 4</div><div></div><div>CURRENT BID</div><div>\$32,025</div><div>255 bids ▾</div><div>Bidding Closed</div></div>	<div><div>#5</div><div>Parcel 5</div><div></div><div>CURRENT BID</div><div>\$15,075</div><div>144 bids ▾</div><div>Bidding Closed</div></div>	<div><div>#6</div><div>Parcel 6</div><div></div><div>CURRENT BID</div><div>\$31,525</div><div>116 bids ▾</div><div>Bidding Closed</div></div>

ATTACHMENTS:

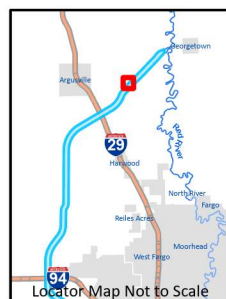
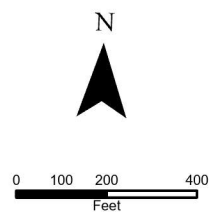
- Individual Parcel Exhibits



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

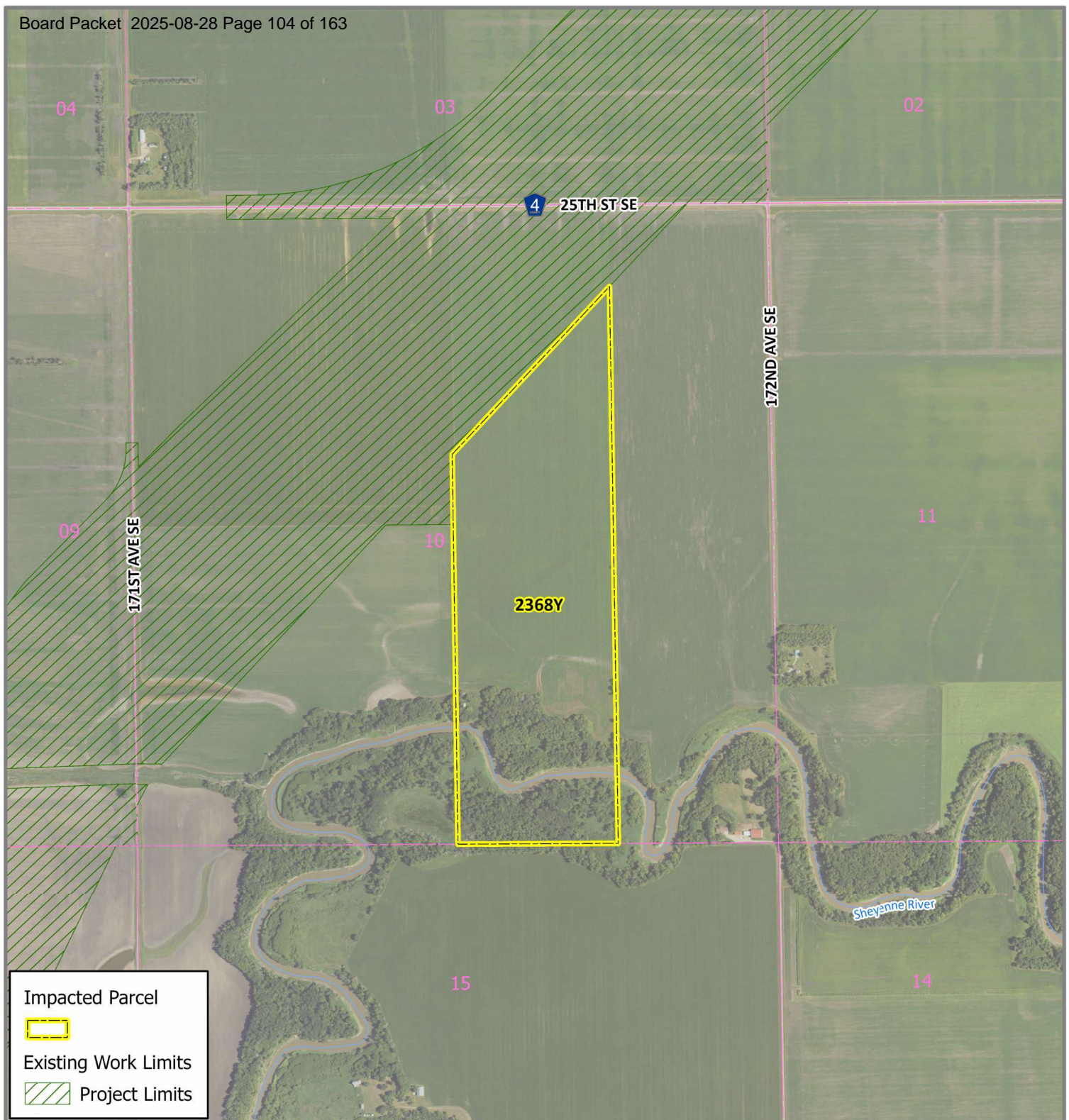
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OIN: 546Y
**CASS COUNTY JOINT WATER RESOURCE
 DISTRICT**
 Parcel ID: 44-0000-00288-010
 Cass County, ND

FM AREA DIVERSION
 Map Date: 11/20/2024

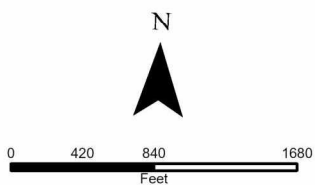




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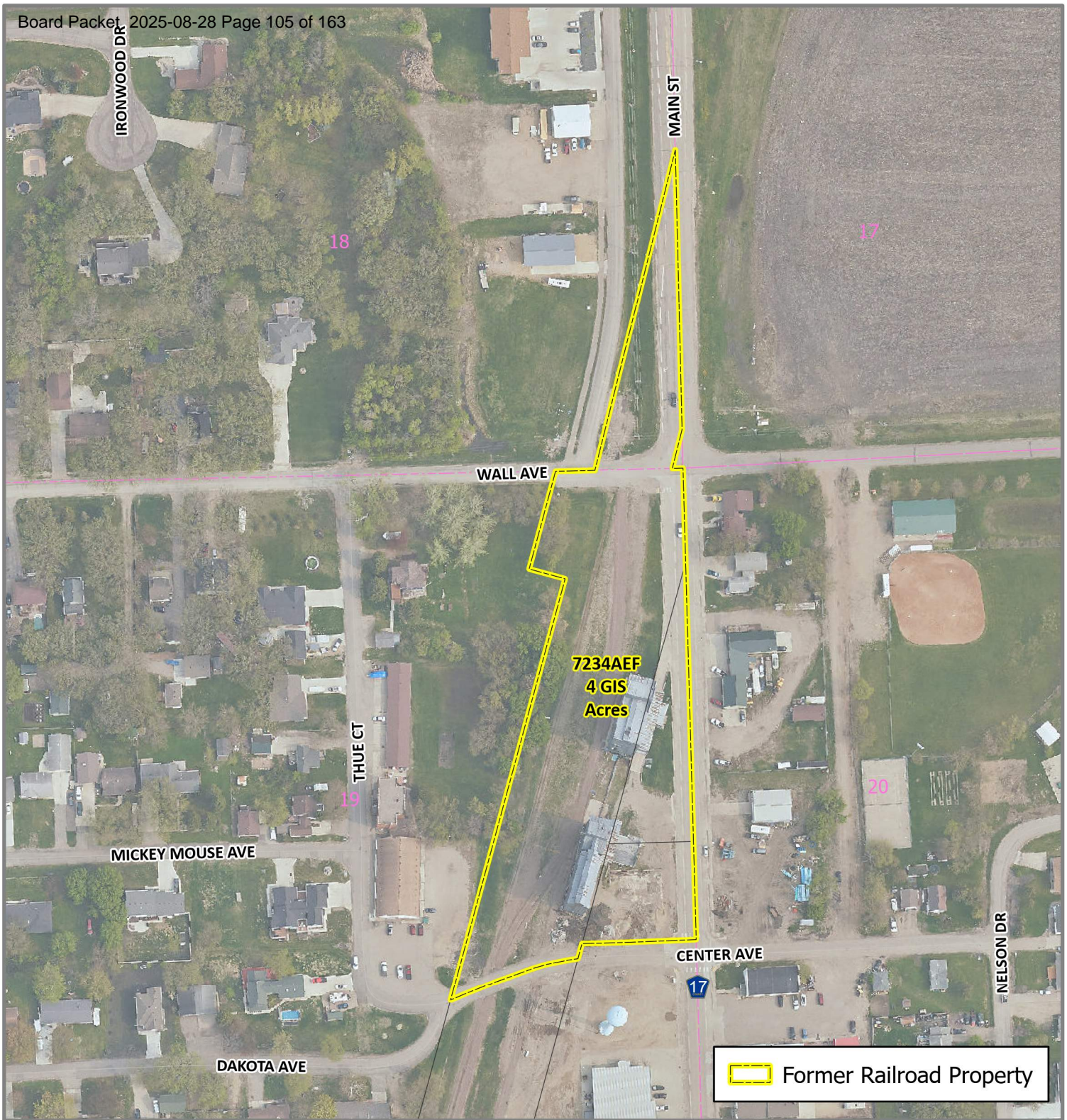
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OIN: 2368Y
CASS COUNTY JOINT WATER RESOURCE
DISTRICT
Parcel ID: 44-0000-00284-010
Cass County, ND

FM AREA DIVERSION
 Map Date: 10/10/2024

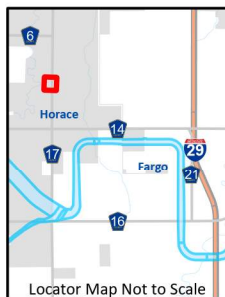
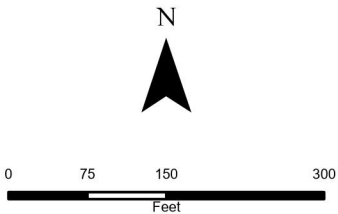




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All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

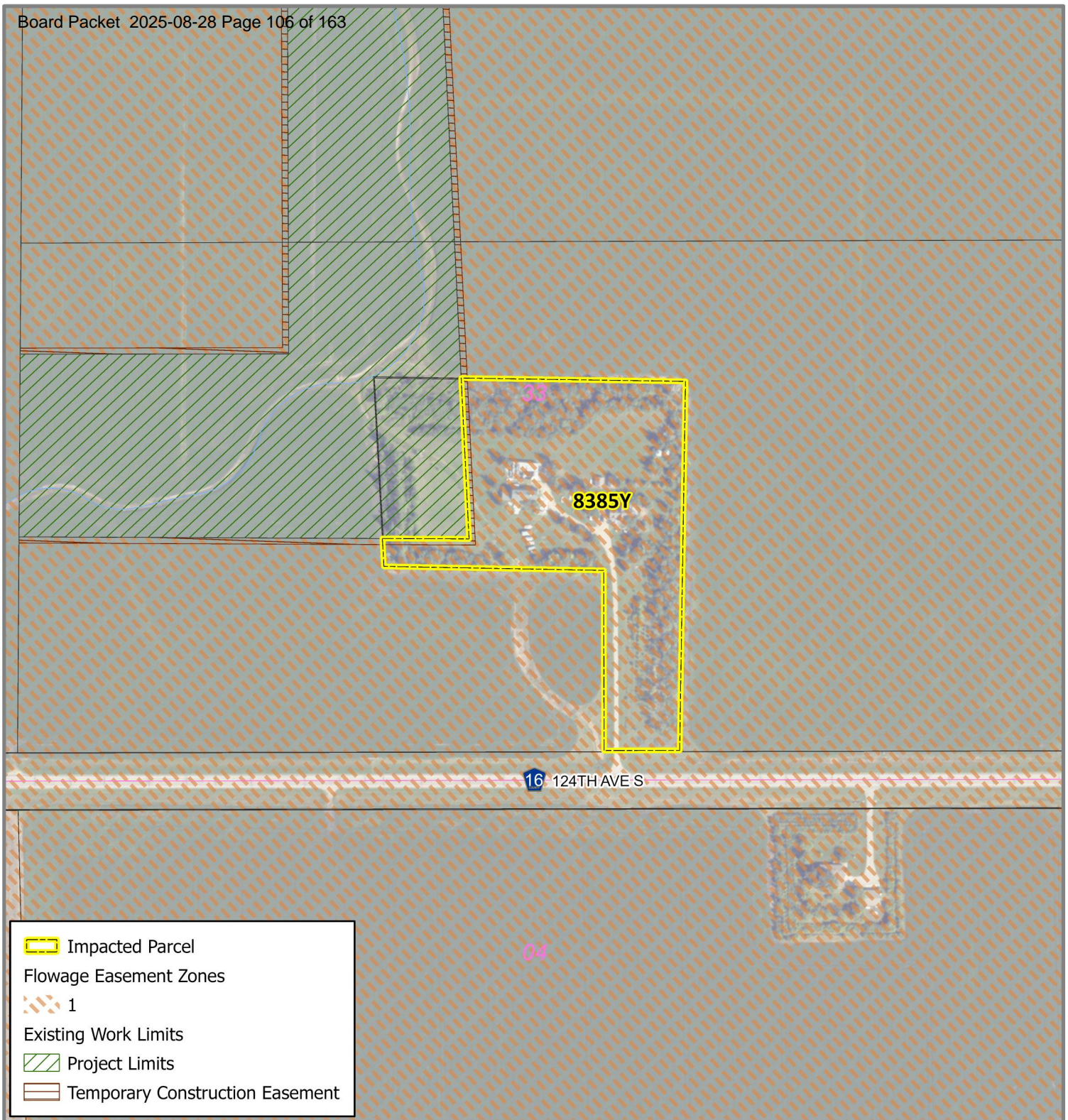
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\DCAI\Horace Railroad\HoraceRailroad.aprx | Horace RR Parcel Exhibit B C D



OIN: 7234A, E, F
Cass County Joint
Water Resource District
Cass County, ND

FM AREA DIVERSION
Map Date: 7/22/2025

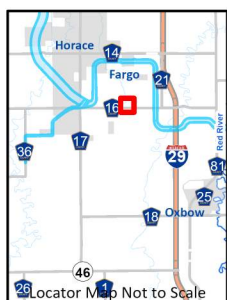




Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

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

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



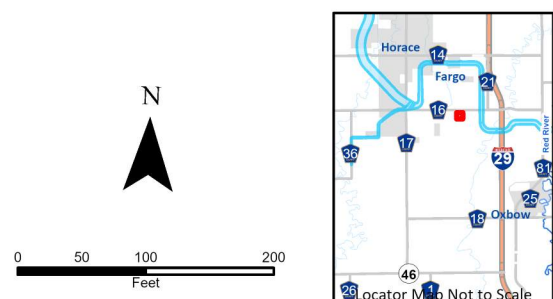
OIN: 8385Y
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 64-0000-02793-020
Cass County, ND

FM AREA DIVERSION
 Map Date: 2/13/2024





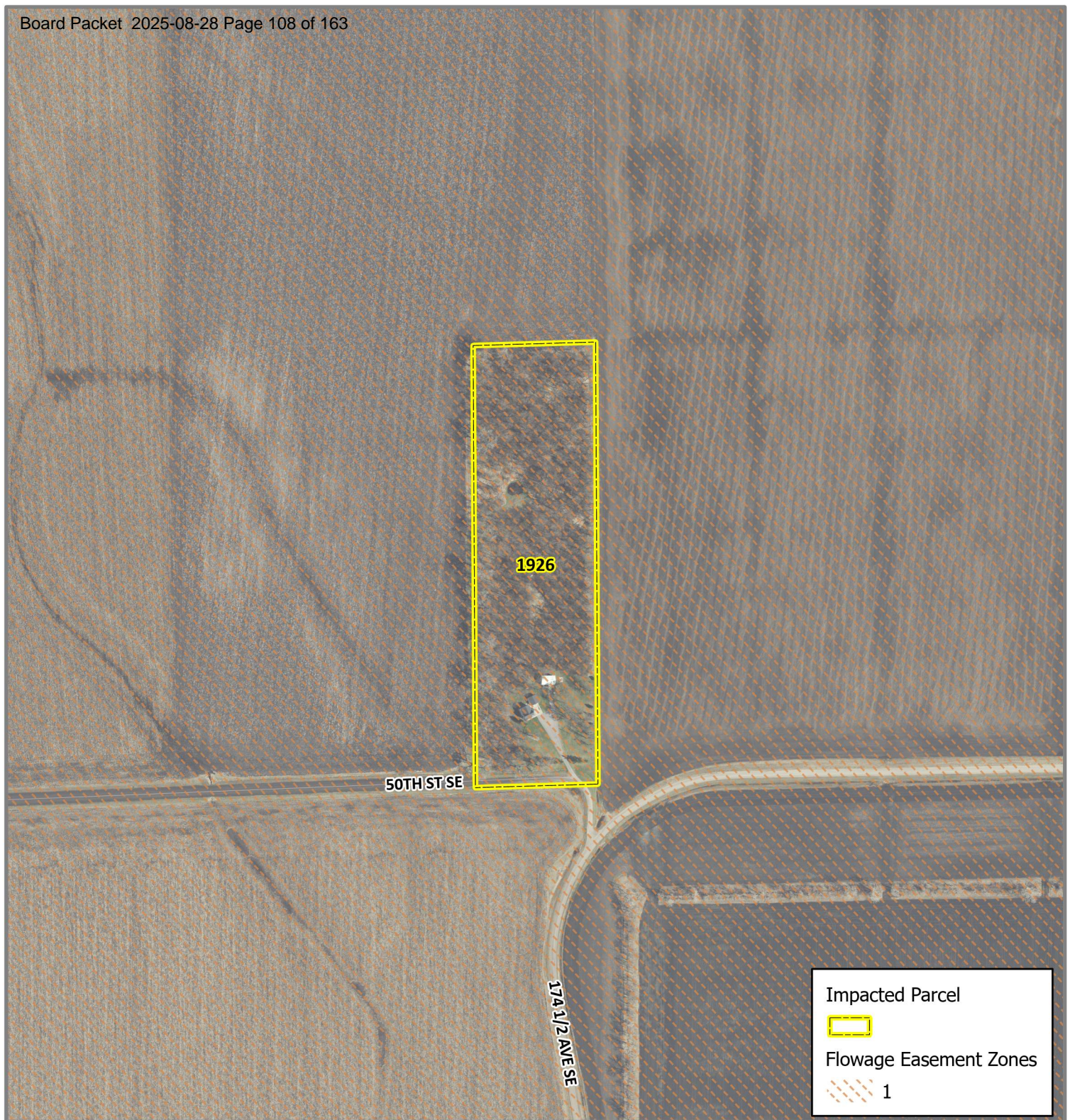
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined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



OIN: 877
CASS COUNTY JOINT WATER RESOURCE
DISTRICT
Parcel ID: 57-0700-00010-000
Cass County, ND

FM AREA DIVERSION
Map Date: 2/13/2024

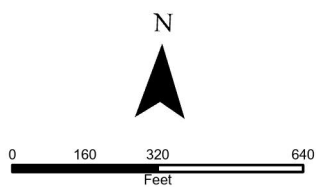




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All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

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



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

FM AREA DIVERSION
Map Date: 8/30/2024



Member Buckland introduced the following Resolution and moved for its adoption:

RESOLUTION SUPPORTING ACCEPTANCE OF HIGH BID

WHEREAS, Cass County Joint Water Resource District (the “District”) owns real property at the corner of Wall Avenue and Main Street in the City of Horace (the “City”) that it no longer needs for purposes of constructing the Fargo-Moorhead Diversion Project; and

WHEREAS, the District desires to sell the real property, which includes elevator buildings (the “Elevator Property”), via public auction; and

WHEREAS, bidding on several parcels owned by the District, including the Elevator Property, opened on July 17, 2025, and closed on July 22, 2025; and

WHEREAS, Mr. Jack Dwyer was the apparent high bidder on the Elevator Property; and

WHEREAS, after the auction closed, Mr. Dwyer was informed that a recommendation would be made to the District to reject all bids on the Elevator Property as the District’s representatives stated that the high bid did not meet the reserve; and

WHEREAS, the City was informed that Mr. Dwyer was the apparent high bidder but that the bid was rejected, as such, the City Council discussed the matter further at its August 18, 2025, meeting and resolves as follow.

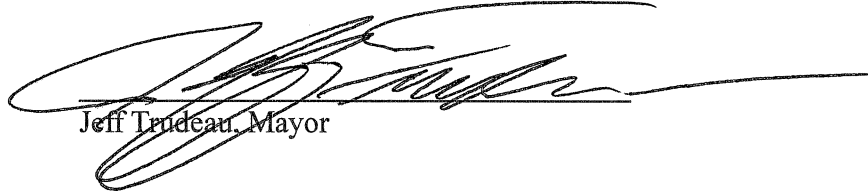
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Horace, North Dakota:

1. That the City Council strongly supports the award of the high bid on the Elevator Property to Mr. Jack Dwyer for the following reasons:
 - a. Mr. Dwyer has an understanding of the City’s development process including land dedication requirements, platting requirements, and zoning regulations as he has completed several developments in the City.
 - b. Mr. Dwyer has an understanding of the importance of the Elevator Property and the City’s “community focus” designation in its 2045 Comprehensive Plan for the Elevator Property which provides, “[t]he character of the area, as the city’s longstanding ‘downtown’ will be established with architectural styles and materials, as well as streetscape elements, deemed appropriate by the city to the history of Horace.”
 - c. Mr. Dwyer has familiarity with the City’s recent Downtown Neighborhood Study (the “Study”) and desires to develop a project on the Elevator Property complimentary to the Study.
 - d. Mr. Dwyer’s proposed development of the Elevator Property would increase the City’s tax base and prevent the Elevator Property from continuous deterioration as it has not been properly maintained for several years which is creating a nuisance issue in the City.
 - e. Mr. Dwyer is a resident of the City.

2. That City representatives are directed to attend the Metro Flood Diversion Authority Finance Committee meeting on Wednesday, August 27, 2025, and the Metro Flood Diversion Authority Board meeting on Thursday, August 28, 2025, to discuss the City's support of the acceptance of Mr. Dwyer's bid.

Dated: August 18, 2025

APPROVED:



Jeff Trudeau, Mayor

ATTEST:



Brenton Holper, City Administrator

The motion for the adoption of the foregoing Resolution was duly seconded by Member Landstrom. On roll call vote, the following Members voted aye: 4. The following Members voted nay: 0. The following Members were absent and not voting: N/A. The majority having voted aye, the motion carried and the resolution was duly adopted.

DRAFT Board Retreat and Bus Tour Agenda



Diversion Authority Board Retreat and Bus Tour

September 16, 2025 @ 12:00 p.m. CST

This meeting will be in-person at the Cass County Commission Chambers (211 9th Street South, Fargo, ND 58103).

Tuesday, September 16th from 12-5:30pm at the Cass County Commission Chambers

12:00 PM to 3:00 PM – Board Retreat

Board Retreat Agenda Items:

- MFDA Governance Policy Implementation
- Budget Timeline for 2026 Budget
- Financial Plan – Basic Concept of the plan and Four Legs of the Financial Stool
- O&M Challenges and Expectations:
 - Right sizing MFDA staff for maintenance and future operations
 - Potential agreements with City/County for staffing to flex staff and/or equipment to the MFDA for O&M
 - Stand by Contractors/Consultants
 - Project Agreement Administration
 - Section 408 challenges
 - Environmental Monitoring
- 12 Month outlook at the critical path to get the project substantially complete by October 1st, 2026, and ready for a Spring 2027 potential flood.

3:00 PM to 3:15 PM – Load Bus

3:15 PM – 5:30 PM – Bus Tour of the FM Diversion Project

Bus Tour:

Take a 2.5 hour bus tour with the MFDA Board Members, staff, and media to visit key components of the project including P3 portions of the project (Maple River Aqueduct, various bridges and channel reaches, and Rush River Outlet) and the USACE let projects (Cass 16/17 roundabout, Red River or Wild Rice Structure, Drain 27 mitigation, and several levee segments). We will limit the number of locations we offload the bus to two to four locations.

Member _____ introduced the following resolution and moved its adoption:

**METRO FLOOD DIVERSION AUTHORITY
RESOLUTION OF POLICY REGARDING
PUBLIC COMMENT REQUIREMENTS AT REGULAR MEETINGS**

WHEREAS, the Metro Flood Diversion Authority (the “Authority”) is a North Dakota joint powers political subdivision created pursuant to North Dakota Century Code (“N.D.C.C.”) § 54-40.3-01 and Minn. Stat. § 471.59, whose Member Entities include the City of Fargo, North Dakota, Cass County, North Dakota, the Cass County Joint Water Resource District, North Dakota, the City of Moorhead, Minnesota, and Clay County, Minnesota; and

WHEREAS, pursuant to Section 23.12 of the Joint Powers Agreement creating the Authority, the Member Entities agreed that the operation of Authority would be governed by North Dakota law; and

WHEREAS, as a North Dakota political subdivision, the Authority is subject to North Dakota’s open meetings requirements under Chapter 44-04 of the N.D.C.C.; and

WHEREAS, during the 2025 Legislative Session, the North Dakota Legislature approved SB 2180, a bill that includes a new public meeting requirement in Chapter 44-04 for cities, counties, townships, school districts, park districts, and water resource districts (the “Public Entities”); and

WHEREAS, SB 2180 was codified as N.D.C.C. § 44-04-20.1; and

WHEREAS, under N.D.C.C. § 44-04-20.1, at every regularly scheduled meeting, the Public Entities must include an opportunity for members of the public to provide comments; and

WHEREAS, N.D.C.C. § 44-04-20.1, directs the Public Entities to implement policies that include rules for public comments, including time limits for public speakers, total meeting time limitations for public comment, rules regarding permissible topics, and rules of decorum; and

WHEREAS, while the Authority is not directly identified in N.D.C.C. § 44-04-20.1, the Authority is managing the State of North Dakota’s largest infrastructure project and its North Dakota Member Entities are subject to the requirements of N.D.C.C. § 44-04-20.1; and

WHEREAS, for the above described reasons, the Diversion Authority Board approves this RESOLUTION OF POLICY in compliance with the public comment policy requirements under N.D.C.C. § 44-04-20.1; and

NOW THEREFORE, BE IT RESOLVED that this RESOLUTION OF POLICY represents the Authority’s official policy regarding public comments at regular board meetings as mandated under N.D.C.C. § 44-04-20.1; and

BE IT FURTHER RESOLVED that the Authority’s policy under this RESOLUTION OF POLICY ensures the public’s right to speak at a regular meeting and ensures the public comment process is orderly, efficient, and respectful; and

BE IT FURTHER RESOLVED that the Authority approves the following policy regarding public comments at the Authority's regular board meetings under SB 2180:

PUBLIC COMMENT POLICY

1. The Authority will include a public comment agenda item as the last non-procedural agenda item at all regular meetings of the Authority. Provided that, when an executive session of the Diversion Authority Board is scheduled, the public comment agenda item will be listed prior to the executive session.
 - a. "Regular" meetings include the Diversion Authority Board's regularly scheduled monthly meetings, as approved by the Authority at its annual meeting as set forth in the Joint Powers Agreement.
 - b. "Special" meetings of the Diversion Authority Board shall have the same meaning as defined in the North Dakota open meetings law.
2. Each person interested in providing public comments at a meeting must submit a speaker card, in person or via email, to the Authority's Secretary prior to the meeting being called to order that includes:
 - a. the person's name;
 - b. the person's address; and
 - c. an agenda item from the current meeting agenda or the previous meeting agenda that the person seeks to address.
3. If a speaker card does not include all three items above, the person is disqualified and the person may not speak at the meeting.
4. The Authority will afford each person three (3) minutes to provide comments. The Chair of the Diversion Authority Board will notify each speaker when the 3 minutes have expired and the speaker will promptly conclude.
5. To ensure orderly and efficient meetings, the Authority will limit the public comment agenda item to a total of fifteen (15) minutes, regardless of how many people have submitted speaker cards.
6. The Authority will call on each person who has properly submitted a completed speaker card to present public comments, in the order of submission.
7. All comments must:
 - a. address the agenda item identified on the speaker card, from the current meeting agenda or the previous meeting agenda; and
 - b. be pertinent to the Authority.
8. Comments may not:
 - a. be defamatory, abusive, harassing, or unlawful;
 - b. include information that is exempt or confidential under the North Dakota open records law or open meetings law; or
 - c. interfere with the orderly conduct of the Authority's meeting.
9. Speakers may not yield their allotted time to another person.

10. Anyone unable or unwilling to speak in-person may submit written comments to the Authority's Secretary prior to the meeting; the written comments must include the person's name and address and must be pertinent to an agenda item from the current meeting agenda or the previous meeting agenda. If a person submits written comments to the Authority's Secretary at least twenty-four hours prior to the Authority's meeting, the Secretary will circulate and distribute the comments to the Diversion Authority Board prior to the meeting. If a person submits written comments to the Authority's Secretary less than twenty-four (24) hours prior to a meeting, the Authority's Secretary will circulate and distribute the comments to the Diversion Authority Board after the meeting.
11. North Dakota law shall apply to this RESOLUTION OF POLICY.
12. This RESOLUTION OF POLICY may be executed by electronic signatures, which shall be valid as original signatures.
13. This RESOLUTION OF POLICY shall supersede any of the Authority's previous policies or practices regarding public comments at the Diversion Authority Board meetings.

Adopted: August 28, 2025

METRO FLOOD DIVERSION
AUTHORITY

Tony Grindberg, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following voted in favor thereof: _____.

The following were absent and not voting: _____. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.



FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

20 August 2025

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Completion date is 28 Oct 2025. Training held 19 June. Final inspections upcoming. Turnover to Sponsors for OMRRR anticipated in November 2025.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 98% complete. Completion date is 28 November 2025. Final inspections and training upcoming. Turnover to Sponsors for OMRRR anticipated in December 2025.

3 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 82% complete. Construction completion date is 30 April 2026. East and west dam wall and embankment construction ongoing.

4 Southern Embankment – Reach SE-2A - Construction

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

5 Drain 27 Wetland Mitigation Project Plantings - Construction

Native plantings 5-year contract for wetland establishment. Completion date is 1 December 2027. Contractor replanting areas disturbed by adjacent producers.

6 FY2024 Contract Awards - Construction:

OHB Ring Levee: 55% complete. Levee construction ongoing. Contract completion date is 17 October 2025.

Reach SE-1B: 41% complete. Anticipate opening CR16/17 in early October 2025. Contract completion date is 13 March 2026.

Reach SE-2B: 52% complete. Embankment construction ongoing. CR16 crossing final paving in late September (no closure to traffic). Contract completion date is 23 August 2026.

Forest Mitigation #1: Contractor is planting. Contract completion date is 31 Dec 2028.

Reach SE-4: 11% complete. Embankment construction continues. Contract completion date is 30 September 2026.

7 FY2025 Contract Awards - Construction:

SE-3: 6% complete. Embankment construction continues. Contract completion date is 11 September 2026.

SE-5: 1% complete. Wolverton Creek crossing must be complete by 15 Nov 2025. Contract completion date is 8 September 2026.

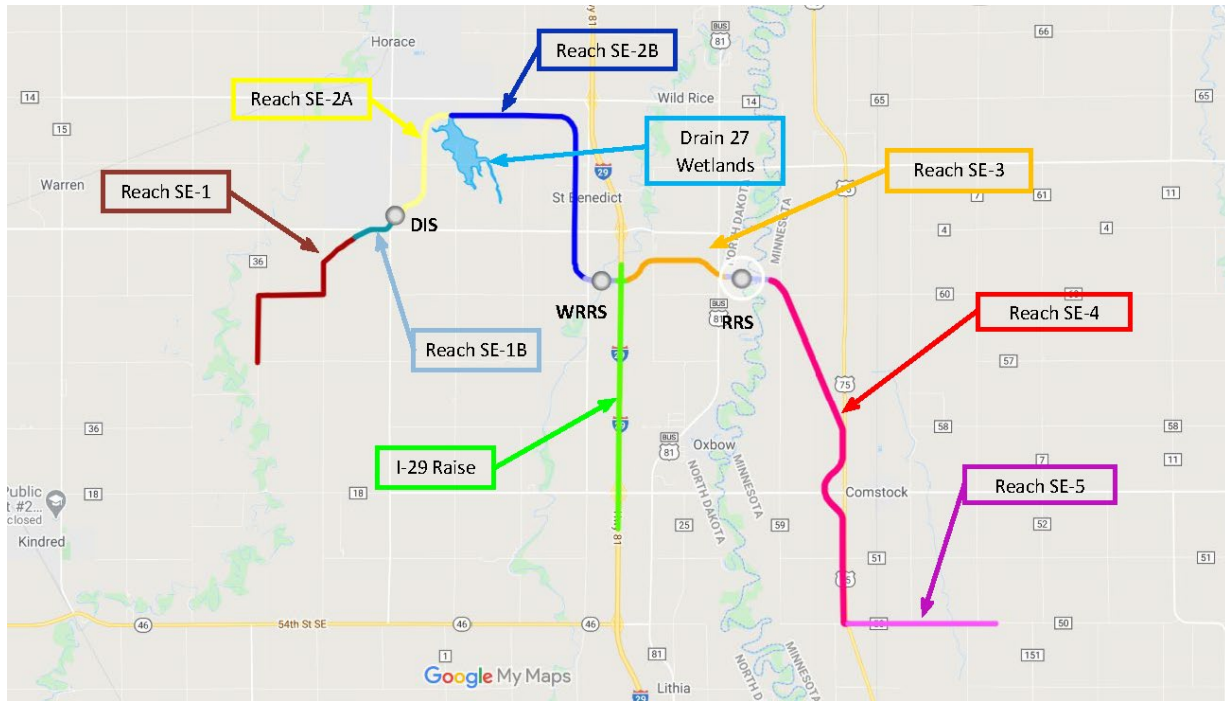
Forest Mitigation #2: Contractor is planting. Contract completion date is 31 Dec 2029.

8 I-29 Raise – Operations and Maintenance (OMRRR)

Turnover to MFDA occurred on 20 December and preparation of O&M documents is ongoing.

9 Drayton Dam Mitigation Project Design - Operations and Maintenance (OMRRR)

Turnover to MFDA for O&M occurred on 28 Nov 2023. OMRRR manual coordination continues.

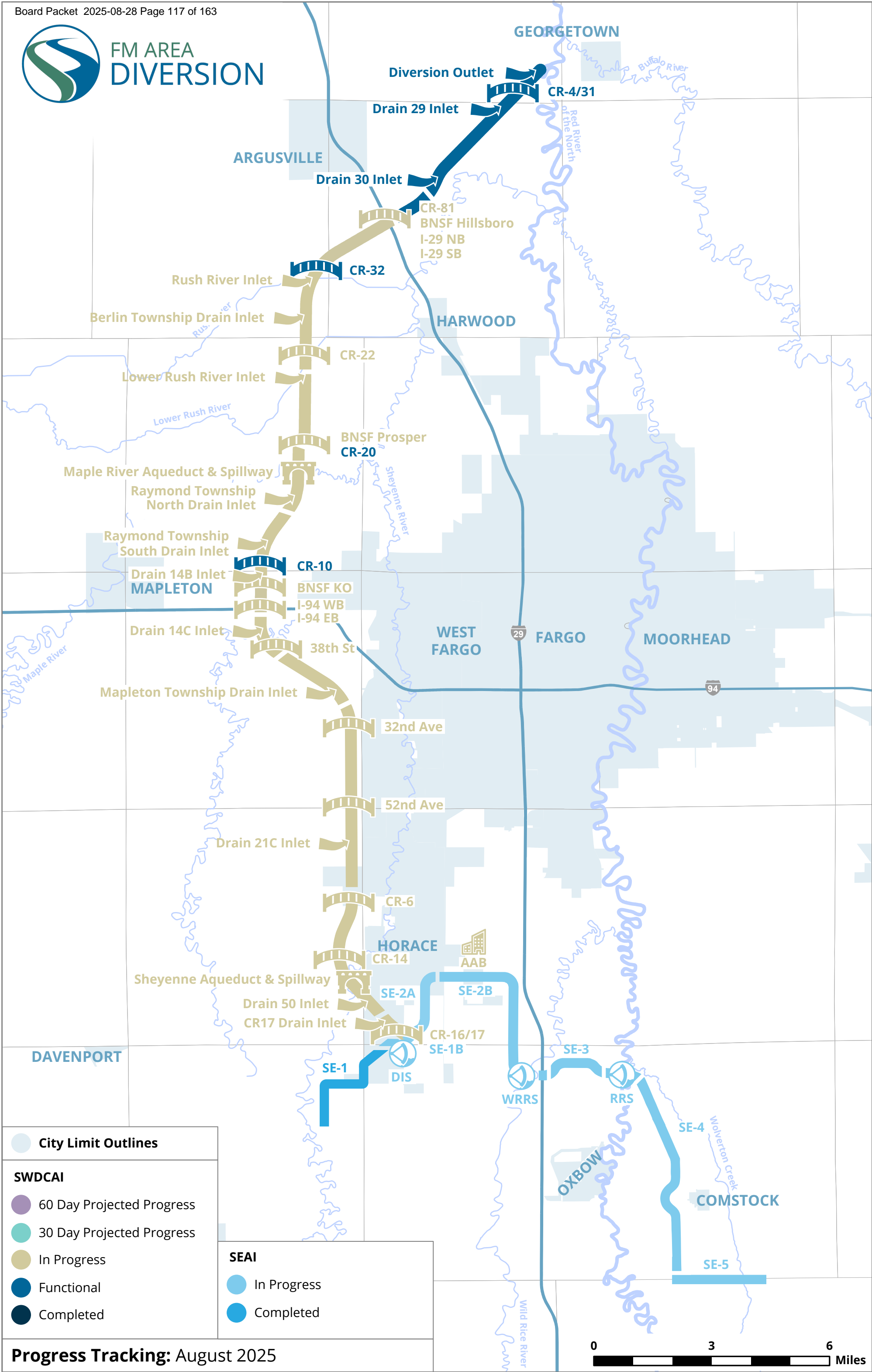


Fargo-Moorhead Metro FRM – Federal Work/Southern Embankment and Control Structures

DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure



City Limit Outlines

SWDCAI

60 Day Projected Progress

30 Day Projected Progress

In Progress

Functional

Completed

SEAI

In Progress

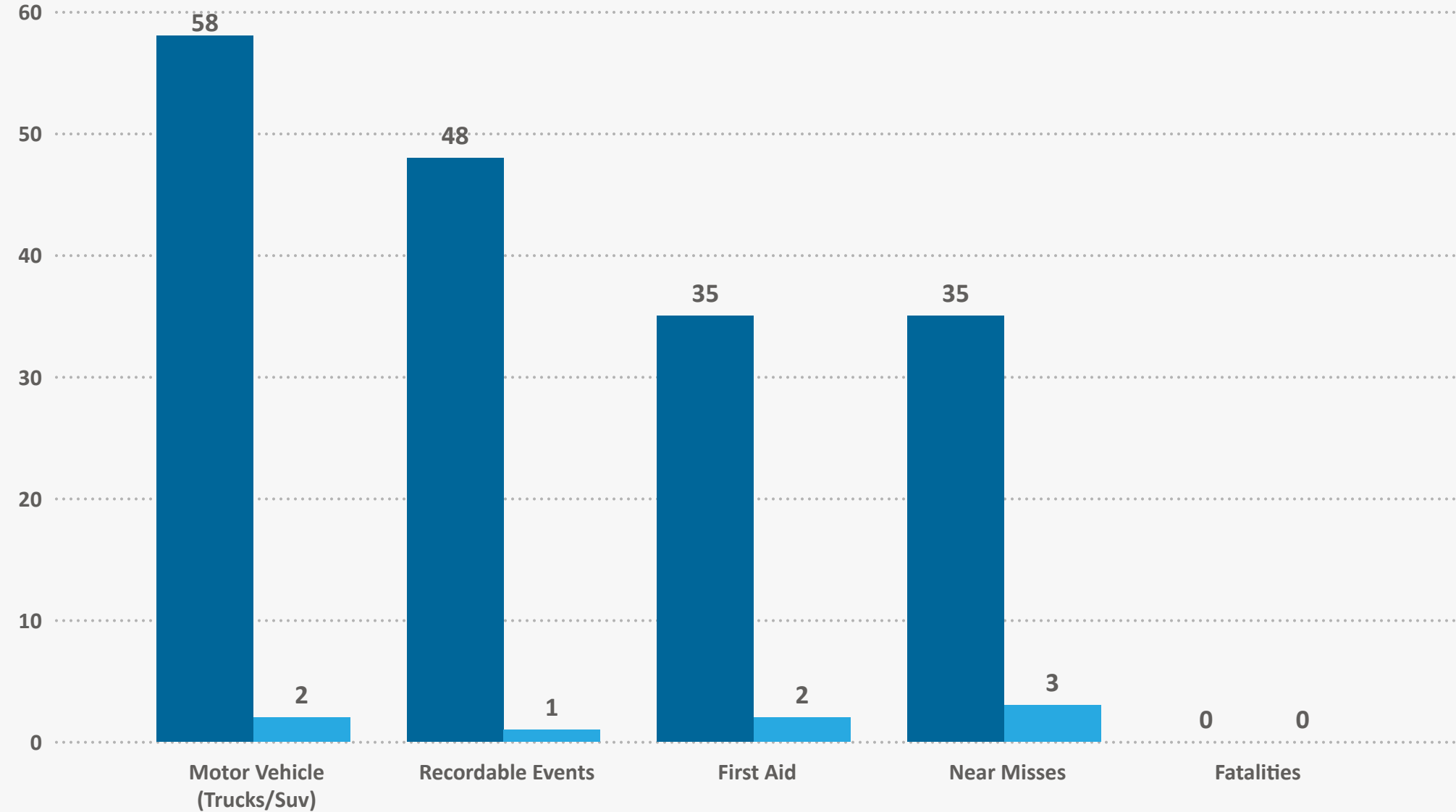
Completed

FM Area Diversion Safety Statistics - July 2025

Current Reporting Period: July 1 - July 31

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

Sum of Current Reporting Period	Sum to Date
0	2
Incident	Incidents

Authority Led Projects

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

PMC P3 SUMMARY REPORT FOR JULY 2025

Issue Date – August 20, 2025

PROGRESS

Construction of the SWDCAI is approximately 68%¹ complete based on Earned Value from RRVA's latest Schedule Submittal. The work during the reporting period is summarized below.

- **General:** Work continued Project-wide during the reporting period on almost all areas of the P3 project, although some storms did curtail work on occasions.
- **Aqueducts:** Maple River Aqueduct: Installation of epoxy rebar, form work and placement of concrete at east and west maintenance vehicle barriers. Installation of sheet piles to Section D. Excavation for spillway headwalls. Installation of spillway rebar. Application of Texcote to surfaces. Sheyenne River Aqueduct: Installation of H-piles for wingwall #4 section 3. Installation of epoxy rebar for wingwall #1 section 1 and 2, #5 section 1 vertical wall, #2 section 1 stem wall, flume deck slab pier walls #1 and #2; wingwall #3 section 2 stage 1 and wingwall #2 section 1 footing. Erection of formwork to wingwalls #2. Concrete placed to west abutment north and south, wingwall #5 section 1 vertical walls stages 1 and 2, and wingwall #1 section 2 footing. Excavation for spillway and backfill to wingwall #3. Cultural monitoring is ongoing.
- **Stormwater Diversion Channel:** Reach 01 and 02: erosion protection and permanent seeding. Reach 06: mass excavation of channel. Permanent seeding in Reach 03.
- **Interstate Crossings:** I-29: Preparation of grade and placement of concrete paving to travel lanes and shoulders. I-94: Preparation of grades for main lanes. Finishing to barriers in preparation for Texcote. Preparation for geosynthetic material and riprap
- **County Road Crossings:** CR 4/31 Crossing: rework to kerbs and gutters. CR 81 Crossing: Installation of decking falsework. CR 22 Crossing: Concrete placed in East approach slab. Epoxy coated rebar placed in approach slabs and Texas Corral barriers. Earthwork for final road grade. CR 20 Crossing: Opened to traffic. Roadway obliteration activities ongoing. CR 10 Crossing: Installation of pedestrian/cycle railings and guardrails. Riprap placed to abutments. Completion of Texcote. 38th St Crossing: Surface preparation for Texcote. Remedial work to deck surface texture. Application of Texcote. 32nd Ave Crossing: Concrete placed to deck. Formwork erected for Texas Corral barriers. Installation of Geofoam blocks. 52nd Ave Crossing: Erection of overhangs and falsework for bridge deck. CR 6 Crossing: Erection of formwork for bridge deck. Erection of black bar and formwork for wall ends at both ends of crossing. CR 14 Crossing: Concrete placed in bridge deck and sleeper slabs. Erection of formwork and installation of rebar for approach slabs and barriers. CR 16/17 Crossing: Installation of deck falsework, overhangs and walkways. Concrete placed to bridge deck.
- **Hydraulic Structures:** Rush River Inlet: Placement of rock weirs and infill. Raymond North Township Drain Inlet: Remedial work to upstream headwall. Drain 14C Drain Inlet: Concrete placed to South abutment and wing walls. Drain 50: Installation of 66" culverts. Drain 17 Drain Inlet: Concrete placed to upstream headwall footing stage 1. Installation of rebar for upstream headwall stage 2 footing.
- **Diversion Outlet:** Investigations continue for compliance issues.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: Placement of concrete to deck. Placement of rebar to ballast wall and walkway. Placement of concrete to West walkway and ballast wall. Formation of wing wall extensions. Removal of surcharge material from South side. BNSF Prosper Railroad Crossing: Completion of girder placement. Falsework and placement of concrete to West walkway and ballast wall. Completion of decking formwork and expansion joints. BNSF K.O. Railroad Crossing: Erection of falsework,

¹ Note: Overall Percent Complete is based on the RRVA June 2025 PSSU submitted on July 15, 2025, and is calculated based on Earned Value (EV).

rebar and placement of concrete to Pier caps #4, #5 and #6, and east abutment stem wall. Holes drilled for anchor bolts. 13 girders placed to span #7.

- **Access and Security:** Reach 01: Prefabricated vault toilet installed. Reach 02: Gravel base and second courses to parking lot. Rush River Maintenance Bridge: Installation of formwork and placement of concrete to South abutment and wing walls. Lower Rush River Maintenance Bridge: Placement of rebar and concrete to approach slabs, South abutment and wing walls. Reach 04: Vault toilets installed and parking lots formed. Drain 14C Maintenance Road Bridge: Preparation of epoxy coated rebar. Concrete placement delayed by weather.
- **Authority Administration Building (AAB):** Granular fill placed for under slab. Concrete placed for interior column footings. Installation of under-slab plumbing. Installation of water main to building.

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

General Administration

Significant effort is ongoing for the first Interim Completions including records reviews and walk-throughs for punch lists. Unresolved Nonconformances and Noncompliance Events and submittal of records continue to cause delays in Certification of Interim Completion.

Execution of a Statement of Principles (SoP) on July 3, 2025, has addressed many of the commercial matters that were causing significant time to be spent on correspondence.

The construction of the Maintenance Roads/Trails continue to give the Authority concern as to fitness for purpose; however, the SoP has provisions for addressing this matter.

Discussion continues to find an acceptable solution to remediate the Diversion Outlet. Work to the Rush River Inlet has been aided by site visits by the regulatory agencies.

The SoP has provision for Advanced Interim Payments and these have been the focus of administration this month.

Disputes

The following disputes have been referred to the Technical Dispute Review Board:

Dispute	Description	Date Referred	Status
Epoxy-Coated Reinforcing Steel	RRVA disagrees that epoxy-coated reinforcing steel is required by the Technical Requirements (TRs) for all reinforced concrete	May 15, 2024	Dispute resolved via the Statement of Principles (SOP)
CE-015 and CE-018 – Failure of a Third Party (BNSF) to Comply with Third-Party MOU	RRVA maintains that BNSF has failed to comply with the Project Baseline Schedule (PBS) in that it failed to carry out the work of installing the track for the shooflies in accordance with the dates set forth in the RRVA's PBS, despite the RRVA not having RFC documents and thus the required Construction & Maintenance (C&M) Agreement in place; RRVA maintains that this has caused delays to its work	June 25, 2024	Dispute resolved via the Statement of Principles (SOP)
CE-014 – Modified Permit Delay Impact	RRVA maintains that modifications to the 404 Permit have led to delays in carrying out its work	July 31, 2024	Dispute resolved via the Statement of Principles (SOP)
CE 023 – Epoxy Coated Rebar Delays	RRVA disagrees that epoxy-coated reinforcing steel is required by the Technical Requirements (TRs) for all reinforced concrete	June 5, 2025	Dispute resolved via the Statement of Principles (SOP)

Dispute	Description	Date Referred	Status
	and maintains that the Authority has caused delays as a result		
CE 024 – Authority Administration Building (AAB) Material at the AAB Site	RRVA maintains that the Authority did not deliver the quantity of material that is specified by the TR and that it has caused they Developer disruption and delay	April 18, 2025	Dispute resolved via the Statement of Principles (SOP)
CE-026 - Hazardous Environmental Conditions Reach 13	RRVA maintains that it Encountered Hazardous Environmental Conditions on Reach 33	June 20, 2025,	Dispute resolved via the Statement of Principles (SOP)
Noncompliance Points Assessed for RRVA_LL-NCR-00207 and RRVA_LL-NCR-00222	RRVA disputes and refuses to cure Noncompliance Points Assessed for NCR207 and NCR222	May 8, 2025	Dispute resolved via the Statement of Principles (SOP)
Notice of Interim Completion Package for Legal Drain 29	Authority disputes the Authority's position to not grant certification of ICEs for Drain 29	April 18, 2025	Dispute resolved via the Statement of Principles (SOP)
Notice of Interim Completion Package for Legal Drain 30	Authority disputes the Authority's position to not grant certification of ICEs for Drain 30	May 9, 2025,	Dispute resolved via the Statement of Principles (SOP)

The Authority and the Developer has re-established the Technical Dispute Review Board and the Parties are working to appoint a new chair of the Financial Dispute Review Board. The members of the TDRB are prepared to participate in the highly unusual approach to conduct Alternative Dispute Resolution meetings in public.

COMMERCIAL

Compensation and Relief Events

By the end of July2025, RRVA had submitted notices of 33 (thirty-three) Compensation Events and 2 (two) Relief Events. A summary and status of the Compensation Events and Relief Events is in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*. It should be noted that all Compensation Events and Relief Events are subject of settlement negotiations and the associated 'Statement of Principles' agreement that was executed on July 3, 2025, during this reporting period.

Change Requests

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

There have been 26 (twenty-six)² Authority-initiated change requests (ACRs) through the end of the reporting period. 14 (fourteen) have been agreed-to and progressed to agreed-upon change orders or directives, totaling a cost to the Authority of \$5,380,700.38 and a credit to the Authority of \$950,000. 3 (three) ACRs were withdrawn,

² 2 (two) further Authority Change Requests are oare ongoing, A has been1 was issued following the reporting period and 1 is and are pending issue as ofnegotiation with the date of this reportDeveloper. report.

8 (eight) have been resolved via the statement of Principles and 1 is pending negotiation with RRVA. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There were 57 (fifty-seven) developer-initiated change requests (DCRs) through the end of the reporting period. 35 (thirty-four) have been agreed to and progressed to agreed-upon change orders, totaling \$3,712,553.63 cost to the Authority and a credit to the Authority of \$50,000. A summary of the DCRs is in *Attachment D – Developer Change Requests*.

It should be noted that all Change Requests were subject of settlement negotiations and the associated ‘Statement of Principles’ agreement that was executed on July 3, 2025, during this reporting period.

PROJECT CONTROLS

Schedule

The Developer submitted the thirty-third Project Status Schedule (PSSU) update on July 15, 2025, for the month of June 2025 (01-Jul-25 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 1,529 changes from the PBS3-R2 submitted on July 3, 2025, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is October 1, 2026, which matches the baseline date. The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026.

PBS3-R2 has been accepted contingent upon all the stated conditions being satisfied in the SOP. Informal comments for schedule concerns have been drafted in the form of a letter and will be provided to the Developer.

Invoicing and Payment

BNSF has submitted 109 invoices through the month of July totaling \$11,388,823.70. These have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 99 of the 109 were paid for a total of \$10,960,209.00. The unpaid amount falls within the 60-day turnaround period. The BNSF Construction and Maintenance Agreement (C&M Agreement) between the Authority and BNSF is considered a “Third Party Agreement” as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the Developer for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M agreement. Future invoices received will be handled in a like manner. There are no overdue amounts as of the end of July.

Payments to RRVA

July 3rd marked execution of the settlement agreement Statement of Principles (SoP) between the Developer and the Authority. The SoP allows the Developer to submit and request advance payment invoices for relative Pay Units provided the works for the specific Interim Completion Element(s) be substantially complete with 120 days of each advance payment request. The table below has been updated to reflect payments made to the Developer under this agreement. Section 22 of the SoP also allows for payments to the Developer regarding settling outstanding claims.

Additional Milestone Payments (AMP) for the BNSF shoofly installations at the Hillsboro, Prosper and KO locations were made in March 2025. See attachment E for details.

The following table includes all payments to RRVA through July 2025.

Item Description	Amounts	Notes
Additional Milestone Payments	\$14,390,103.00	(See Attachment E)
Additional Milestone Advance Payments	\$14,392,082	Pay unit 4 Diversion Channel Reach 2

Item Description	Amounts	Notes
		Pay unit 11 Drain Inlet associated with Legal Drain 29
Section 22 Payments	\$10,000,000	Upon execution of the SoP.
ACRs	\$4,695,010.06	(see Attachment C)
DCRs	\$3,712,553.80	(See Attachment D)
DRB Members (50% share)	\$119,125.13	Includes Polsinelli PC cost share.
Total	\$47,308,873.99	

Other:

The following invoices are forecasted to be submitted in 2025:

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Drain 30 Inlet	12	Sep-2025	\$3,193,006
Drain 29 Inlet	11	Sep-2025	\$1,717,383
CR 32 Crossing	26	Sep-2025	\$8,327,806
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	Sep-2025	\$9,014,526
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 2 - RFC Approval of Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 2	Oct-2025	\$750,000
CR 20 Crossing	55	Oct-2025	\$6,484,885
Channel Reach 01 Pay Unit	2	Nov-2025	\$14,590,302
Berlin Township Drain Inlet	14	Nov-2025	\$4,258,118
Raymond Township South Drain Inlet	17	Nov-2025	\$3,181,911
Channel Reach 03 Pay Unit	4	Nov-2025	\$16,776,000
Mapleton Township Drain Inlet	49	Nov-2025	\$3,193,006
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	Nov-2025	\$51,750
Drain 14B Inlet	18	Nov-2025	\$3,581,328
Channel Reach 02 Pay Unit	3	Nov-2025	\$23,787,986
Lower Rush River Inlet	15	Nov-2025	\$8,862,507
MLGC FOC Installation in Mapleton Township	ACR011-2023	Nov-2025	\$350,000
CR 10 Crossing	54	Nov-2025	\$6,584,740
Raymond Township North Drain Inlet	16	Nov-2025	\$3,193,006
BNSF Hillsboro Subdivision Line Crossing	30	Dec-2025	\$11,134,819
Total			\$129,033,079

The forecast Payment Dates are from the latest PSSU. In terms of Interim Completion Elements, the actual dates of the receipt of complete ICE Notices have not kept pace with anticipated dates.

CONSTRUCTION AND O&M

Construction

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

The summary for Safety for the Month of July is as follows:

- 7/1/2025 ASN - When loading a UTV, the trailer hitch came undone making contact with the tailgate. Minor damage to the tailgate. No Injuries.
- 7/7/2025 ASN - CR 22 Crossing, loader operator was backing the loader to dump trash when he backed into another employee's parked vehicle. No injuries.
- 7/10/2025 ASN - 38th St W Crossing, employee experienced eye discomfort while gridding concrete and grouting from an MEWP. Suspected debris in his eye. No medical care or first aid needed.
- 7/12/2025 ASN - 32nd Ave W Crossing, Skid Steer was back dragging the driveway of the farmstead with a bucket and backed into an Ulteig's truck that did not yield to the equipment in operation and was unseen by the operator.
- 7/17/2025 ASN - Sheyenne River Aqueduct, employee was using a circular saw with the guard open. After cutting a 2x4 and releasing the trigger, he began lowering the saw. He got distracted, and the blade contacted his right leg, causing a 6-8 inch laceration. The employee was taken to a clinic, where he received 9 stitches.
- 7/17/2025 ASN - Channels All Hand Safety Meeting.
- 7/18/2025 ASN - Channels All Hand Safety Meeting.
- 7/18/2025 ASN - Structures All Hand Safety Meeting.
- 7/18/2025 ASN - Safety Committee Meeting.
- 7/18/2025 ASN - Personal House, employee walked out in the morning, and noticed his door was bent at the top, it appeared it had been opened. He reviewed his camera and noticed a person walking across the street into his driveway at roughly 2:30 a.m. Did not notice anything taken from Vehicle.
- 7/19/2025 ASN - Reach 06, Employee was backing a pump into place when it jackknifed, causing damage to the passenger side bumper of the truck and battery box on the pump.
- 7/21/2025 ASN - Maple River Aqueduct, employee stepped back while pulling formwork and fell back, landing on posterior/lower back.
- 7/21/2025 ASN - Sheyenne River Aqueduct, outrigger of a tele-handler contacted a form panel causing form slide and made contact with the spotter's left foot.
- 7/25/2025 ASN - Berlin Drain Inlet, employee was spreading topsoil using an excavator bucket when the bucket struck the top of the guardrail, causing the guardrail to fall.
- 7/31/2025 ASN - Maple River Aqueduct, employee was walking on a gravel slope in the spillway when he felt a burning sensation in his left ankle area.

Road Closures for Bridge Construction

Temporary Road Closures	Anticipated Mainline Opening Date
Interstate 29 – Bypass Operational	August 2025
County Road 81 - Bypass Operational	August 2025
County Road 22 - Bypass Operational	July 2025
County Road 20 -Crossing Open to the public	June 2025
County Road 10 - Bypass Operational	June 2025
32nd Ave – Traffic Detoured to CR 8 and CR 31	August 2025
52nd Ave – Traffic Detoured to CR 8 and CR 31	August 2025
Interstate 94 – Bypass Operational	August 2025
Interstate 94 – Eastbound Left Lane Closure	Unknown at this time
County Road 6 - Bypass Operational	September 2025

Roadways currently closed.	Upcoming Permanent Road Closures (Tentative Schedule)
24th St SE – Closed 9/21/2022	32nd Ave. NW – Planned date August 2026 (MRA Access)
172nd Ave. SE – Closed 9/19/2022	40th Ave. / CR 8 – Planned date August 2025
171st Ave. SE – Closed 10/31/2023	81st S – Planned date August 2026 (SRA Access)
170th Ave. SE – Closed 10/31/2023	
169th Ave. SE – Closed 6/21/2023	<u>ACTIVE BYPASSES</u>
29th St. SE – Closed 9/17/2023	CR 81, I-29, CR 22, CR10, I-94 and CR6
32nd St. SE – Closed 3/20/2024	<u>ACTIVE BRIDGES</u>
37th St. SE – Closed 9/20/2023	CR 4/31, CR32 Crossing, and CR20 Crossing
166th Ave. SE – Closed 5/24/2024	<u>ACTIVE DETOURS</u>
43rd St. SE Closed 10/7/2024	32nd/52nd Ave. W Crossings
38th St. NW – Closed 10/7/2024	<u>UPCOMING DETOURS</u>
112th Ave. S – Closed 10/10/2024	38th St. West and CR 16/17
64th Ave. S – Closed 10/7/2024	
45th St. SE – Closed 10/10/2024	
26th St. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
21st Ave. W – Closed 10/15/2024	
35th St. SE – Closed 10/7/2027	

O&M

RRVA continued general inspections throughout the ROW, Local Drainage inspections to ensure ditches and culverts are free from debris, and Interim Completion Element inspections. However, the Contractor has not seemed to have procured the weed control subcontractors previously stated they had in the works, so not much of any weed control has been conducted over the entire project in general. The adverse weather conditions may have helped their delay.

Testing:

The number of tests carried out by the PMC by type for July are as follows: Atterberg (33); concrete cylinders (741); density testing compliance checks (160); field notes (87); hydrometer (41); Proctor (38); Sieve (6) plus (1) at the KO, (1) at Drain 50 and (1) at the Rush River Inlet.

Liquid Limits – Additional Atterberg and Proctor samples and testing were conducted as a split with AET, the Contractors Testing/Lab contract: These samples obtained, and tests conducted were required do to the Levee constructed not passing the liquid limits of 90% or less. 147 samples taken from Reach 11 Levee; and another 93 samples were taken from Reach 10 Levee.

Survey GIS

CR20 finished deck compliance check.

Cass County Monitoring of County Bridges (by HMG)

(10) Field Reports submitted.

Daily Observations/Compliance Checks:

The PMC team conducted, on behalf of the Authority: (1,595) observations in the July 2025 reporting period; (318) compliance checks were conducted for compliance referencing the Technical Requirements and the Released for Construction (RFC) Documents. (29) punch list items closed and (12) issues were noted that the Contractor was able to resolve readily.

For Monthly Construction activities update, see Appendix A at the end of this document.

UTILITIES:

Utility design work is complete. Released for Construction (RFC) documents have been issued for all 105 utility Buildable Units (BUs) in the Developer's scope.

- Utility Submittal Summary:
 - 61 Preliminary Design Reports.
 - 79 Final Design Reports.
 - 83 Construction Document submittals.
 - 83 sets of RFC Documents.
 - 122 Inspection and Test Plans (ITPs) have been approved for Utility activities.
 - 59 shop drawing submittals for Developer Managed utility relocations are approved. Only 1 shop drawing submittal remains, and it is in review.
- Overall, 48 of 108 identified utility conflicts (44%) have all work including HDD void grouting and removal of abandoned facilities completed.
- Relocations for 57 of the 61 utilities crossing under the channel are tied-in or cut over. Only the 4 CenturyLink at 38th Street remain to have cable placed/removed.
- Abandoned/retired utility facilities have been removed for 48 Utility BUs. Buried segments of 43 utilities still need to be removed.
- The voids have been grouted on both the entry and exit sides at 35 HDD installations. Six bores still require grouting on both sides and 3 require the HDD void to be grouted on one side only.
- Adjustments for 6 of the 14 overhead electric transmission lines crossing the channel ROW are complete.

- In July Brink Constructors completed construction on Minnkota Power Cooperative's 345 kV (MP3) and 230 kV (MP4) overhead electric transmission lines in Reach 5, and the 69 kV line (MP7) in Reach 13.

SUBMITTALS

The following is a summary of submittals for the P3 project:

Submittal	Reporting Period	To Date
Submittals received for review and comment	140	4,047
Reviews carried out*	174	3,977
Submittals returned with no comment	103	1,421
Submittals in review with the Authority as at end of reporting period	47	n/a
Submittals back with RRVA for resubmission as at end of reporting period		268
rejected as incomplete	11	67
rejected with comments	38	162
number of comments	187	46,393
CDS returned with no comments	0	188
RFC documents	1	189
Relating to utility relocations	0	81
RFCs back in redesign	0	5
Redesigned once (RFC1)	0	28
Redesigned twice (RFC2)	0	6
Redesigned three times (RFC3)	0	1

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

The three ICE Notices relating to the BNSF Shooflies were certified in early February.

The ICE Notice for Drain 29 was rejected after its fifth review and sent back to the Developer on July 30, 2025.

The ICE Notice for Drain 30 was rejected after its fifth review and sent back to the Developer on July 24, 2025.

The ICE Notices for CR32 and CR4/32 were rejected after their first review and sent back to the Developer at the end of May 25, these have not been resubmitted by the Developer.

Four ICE Notices (Drain 30, Drain 29, CR32 and CR4/31) have comments that have been referred to the Expedited Dispute Process by the Developer.

The ICE Notice for Diversion Channel Reach 2 was due to be received by the Authority in March 2025 but remains undelivered by the Developer. The ICE Notices for four drain inlets were due to be received by the Authority in May 2025 but remain undelivered. The ICE Notice for Diversion Outlet was expected in December 2024 but remains undelivered. The ICE Notice for Lower Rush Inlet was expected in early July 2025 but remains undelivered.

60-day notices were received for the 38th Street W Crossing and Improvements, and BNSF Hillsboro - Crossing in July 2025.

TECHNICAL

Design Review

- Progress continues to be made with submittal, review, and completion of design documents. The developer target of all designs completed in August 2024 has yet to be achieved.
- Review of Sheyenne and Maple Aqueduct design revisions have been completed during this period. Comments have been delivered to the Developer.
- Design revisions which will allow for flow management and maintenance have been completed for the Sheyenne Aqueduct. Maple Aqueduct flow management during maintenance period still not finalized by the Developer
- The Authority Administration Building (AAB) design is complete. The developer will be submitting a re-design to reflect changes in the sanitary system. Revision will introduce a mound system instead of holding tanks. This change was initiated by the Developer.
- Ongoing coordination with the City of Fargo regarding the AAB continues. The Developer has decided to apply for ONLY a foundation permit currently, while revisions are being made to the plans. A permit which will cover all construction activities will be requested upon completion of the re-design.
- Revisions and clarifications to the construction plans via the RFI process (Request for information) continue this reporting period.

Agency Coordination

Agency specific coordination including initial design review, design change review and construction interim completion site reviews continue this reporting period. Bi-weekly and as required meetings are being held with the following agencies.

- NDDOT
 - No significant concerns this reporting period
 - Standing coordination meetings with NDDOT continue.
 - There are no technical issues or concerns to report currently.
- Cass County
 - No significant concerns this reporting period
 - Standing coordination meetings with Cass County continue.
 - There are no technical issues or concerns to report currently.
- BNSF
 - Standing coordination meetings with BNSF continue.
 - Coordination and communication with BNSF leadership and staff remains good.
 - Construction modifications, relatively minor, have been identified, corrective actions initiated, and completion coordinated with BNSF.
 - The Developer schedule for placement of girders on the BNSF structures continues to be a near-term concern. No Developer response stating a modified workplan to minimize further schedule degradation has been received to date.

Challenges

Challenges continue to be similar to those in the last reporting period

- Modification of Aqueducts to provide ability to comply with maintenance requirements
- Finalization of Aqueduct Engineered Channel modifications
- Diversion Outlet as-built conditions
- Developer incorporation of comments in the H&H model
- Developer correction of errors on the Rush River Inlet – significant re-construction is underway.
- The Developer is beginning to remobilize design staff (ASN) as the design task is nearing completion. The relationships developed with these personnel which have contributed to the mostly-positive outcome of the design efforts will need to be re-established with their replacements.

Successes

- Changes in key leadership positions in the Developers organization have recently taken place. Initial impression is encouraging that the new leadership team is listening to concerns from the Authority and attempting to initiate actions which address some of the Authorities' concerns.

QUALITY

Nonconformances

The Authority formally notified the Developer of the following 8 (eight) Nonconformances:

- RRVA-QU-NCR-00449-00 - MFDA-NCR-0134 - Incorrect Data Reported for Potable Water Reduction KPIS In Resilience Program Annual Report (2024)"
- RRVA-QU-NCR-00450-00 - MFDA-NCR-0135 - Incorrect Fuel Percentage KPI Reporting in the Resilience Program Annual Report (2024)
- RRVA-QU-NCR-00451-00 - MFDA-NCR-0136 - Lack of Quality Control Process for Resilience Program Annual Report (2024)
- RRVA-QU-NCR-00453-00 - MFDA-NCR-0137 - Failure to Stabilize Drainage Features with Appropriate Controls Prior To Surface Water Connection
- RRVA-QU-NCR-00454-00 - MFDA-NCR-0138 - Failure to Collect Samples and Delayed Notification of Buried Debris Discovery in Reach 9
- RRVA-QU-NCR-00455-00 - MFDA-NCR-0139 - Lack in Properly Implementing the Inspection and Test Procedures and The ITP Process in Reach 3
- RRVA-QU-NCR-00456-00 - MFDA-NCR-0140 - Lack of Proper Documentation for Material Delivery and Hold Point Inspection in Reach 2
- RRVA-QU-NCR-00457-00 - MFDA-NCR-0141 - Lack of Approved Work Plans for Permanent Seeding Activities

The following table summarizes Nonconformances that trigger Noncompliance Points (NCPs) through the end of this month. A summary of Noncompliance Points (NCPs) is in *Attachment F – Noncompliance Points Status Tables*:

Summary of points as of July 31, 2025	Number of Nonconformances	Max NCPs	Recommended NCPs	Assessed NCPs
Assessed Noncompliance Points	72	-	-	592
Pending NCPs for Cured Nonconformances	0	0	0	0
Pending NCPs for Uncured Nonconformances	0	0	0	0

ENVIRONMENTAL

Environmental Compliance

2024 Section 404 Permit Special Condition M:

- Rush River: has been accepted by USACE
- Maple River: awaiting acceptance of RFCs then will submit documentation for USACE approval
- Sheyenne River: awaiting acceptance of RFCs then submit documentation for USACE approval

The eagles have returned to the nest near the Sheyenne River Aqueduct with three eaglets observed; monthly monitoring reports are being submitted to USFWS as required; the three eaglets have grown and are nearing fledging.

Permanent Native Vegetation

Erosion control seeding began as needed. Permanent planting/seeding work began this month with planting completed this month. USACE approved the 2025 seed mixes on March 5, 2025. Plantings continue in Reaches 3, 5 and 7 but numbers below have not been received from the Developer or updated for July 2025.

Permanent Seeding/Planting Annual Summary – no change

Year	# of Trees	Acres Seeded To Date	Reaches
2024	3,508	1,077	1, 2, & 3
2025	TBD	860,7 non-forested wetlands 875.67 native grass planting	Reaches 1, 2, 3, 5 & 7
2026	TBD	TBD	TBD

Permits

Open/Applied For	Closed	Total
93	446	539

2024 404 Permit – At MFDA’s request on March 19, 2025, USACE issued an amendment letter on April 11, 2025, to the 2024 Section 404 Permit that removed the tree cutting restrictions for the change in the Northern Long-Eared Bat range; and also addressed corrections to the wetlands mitigation acreages (approximately one acre).

Sheyenne River Sovereign Lands Permit - RRVA submitted their supplemental information on October 6, 2024. RRVA informed the Authority, during the January 14, 2025, Environmental Biweekly meeting, that NDDWR is waiting for resolution of the maintenance method at the Sheyenne River Aqueduct before issuing this permit. RRVA submitted maintenance documentation to NDDWR including showing a temporary diversion for aqueduct work; this caused confusion at the agency level which was addressed during a meeting. On June 30, 2025 the Authority requested RRVA to provide a work plan, which has not yet been received, in response to RRVA’s request

for a meeting to discuss this matter. The work plan will require further discussion with the agencies. No updated submittal was received from the Developer this month.

Violation

On July 25, 2025, RRVA notified the Authority of a violation of the USACE Section 404 Permit Condition OO due to the disappearance of a brown-headed cowbird nest; not mentioned was that this is more specifically a violation of the Migratory Bird Treaty Act. USACE was notified the same day and, we understand, is coordinating with USFWS.

Cultural Monitoring

Cultural excavation and monitoring by the Developer occurred as follows:

- *Site 5/TR-5, Maple River: July 2-3, 7-11, 17-18, 21, 24-25 and 28, 2025.*
Occasional fire stains continue to be found at the rate of one to five per week.
- *Site 14/TR-9, Sheyenne River: July 1-3, 7-11, 14-18, 22-25 and 28-30, 2025. The Developer requested, and USACE agreed, to discontinue cultural excavation and monitoring where the water table was high.*
No features to report

Mussel Salvage

The Authority requested RRVA's draft RFP for mussel and fish salvage; RRVA has on-boarded a subcontractor and a workshop was held with the agencies after receipt of a working draft. RRVA submitted an updated work plan which was sent for agency review; agency comments from NDG&F, USACE, and the Authority were returned to the Developer on 28-July-2025. We are awaiting resubmittal.

Spills, Contamination and Hazardous Materials

RRVA reported on February 26, 2025, that a preliminary lab report indicates the presence of asbestos, a CERCLA hazardous material, in structures at OIN 1199N (near the Sheyenne River) and is reaching out to NDDEQ to determine the requirements for proper management and disposal, these details will be sent to us along with final lab reports. - no change.

On July 11, there was a diesel/coolant spill of 5-10 gallons at the Sheyenne River Aqueduct area; this was reported to NDDEQ and all required measures were implemented.

Environmental Nonconformances (NCRs)

The following nine new NCRs were opened this month:

From an audit of the Resilience Program Plan:

- NCR-00449 (MFDA-NCR-00134, 23-Jul-25): Incorrect data reported for potable water reduction KPIs in Resilience Program Annual Report (2024) Added NCR number and date
- NCR-00450 (MFDA-NCR-00135, 23-Jul-25): Incorrect fuel percentage KPI reporting in the Resilience Program Annual Report (2024) and potential for other missing information and data from Contractors
- NCR-00451 (MFDA-NCR-00136, 23-Jul-25): Lack of quality control process for Resilience Program Annual Report (2024)

Reported by the Developer:

- NCR-00452 (by Developer, 25-Jul-25): Violation of Section 404 Condition OO

From an audit of the Environmental Management Plan:

- NCR-00453 (MFDA-NCR-00137, 31-Jul-25): Failure to stabilize drainage features with appropriate controls prior to surface water connection
- NCR-00454 (MFDA-NCR-00138, 31-Jul-25): Failure to collect samples and delayed notification of buried debris discovery in Reach 9
- NCR-00455 (MFDA-NCR-00139, 31-Jul-25): Lack in properly implementing the inspection and test procedures and the ITP process in Reach 3
- NCR-00456 (MFDA-NCR-00140, 31-Jul-25): Lack of proper documentation for Material Delivery and Hold Point inspection in Reach 2
- NCR-00457 (MFDA-NCR-00141, 31-Jul-25): Lack of approved Work Plans for permanent seeding activities
- There were also several OFIs and OBSs, available upon request.

No Environmental NCRs were closed this month.

RESILIENCE AND SUSTAINABILITY

Resilience

The Resilience 2024 Annual Report was returned with comments on May 27, 2025, and is awaiting resubmittal.

- The Resilience Program Plan was resubmitted on July 3, 2025, and will be returned with comments early next month. Appendix M Proposal Commitments: Upon completion of the 2024 Annual Report and Resilience Program Plan update staff should be able to analyze what Commitments are not being met or only partially being met; this will allow staff to prepare a recommendation to the Authority – no change.

Sustainability

RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. A monthly Sustainability update meeting was held on July 11th; details available upon request.

FEDERAL COMPLIANCE

Reporting

The 2024 FRC Annual Report was resubmitted May 23, 2025, was returned with comments in June and then resubmitted on June 26, 2025. After review with the Developer, this Report was withdrawn and a meeting set up to review Authority input; the meeting was held on July 9th and the Authority offered to meet prior to resubmittal to go over draft comments; awaiting scheduling of the meeting by the Developer once they've assembled draft responses.

Davis Bacon

For 2025, the Developer appears to have improved their certified payroll quality control process; we will continue to monitor.

The Developer has stated that they plan a complete rewrite of the Federal Requirements Compliance Plan which will address quality control processes – awaiting submittal of this update – no change.

EMPLOYEE APPRENTICESHIP PROGRAM

The Q2 EAP Report was submitted on July 17, 2025, and was returned with comments on July 3, 2025. A handful of Heavy Equipment Operators completed their training courses this quarter and are now accumulating hours before graduating from the apprenticeship program.

Attachment A – Construction Progress by Buildable Unit

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
Buildable Unit Group - Aqueducts					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Poured Flume Maintenance Bridge decks Poured Flume Maintenance Bridge barriers Poured Flume barriers Poured Wingwall barriers Backfill between the wingwalls Railing Installation on Wingwalls Formwork and Rebar installation for E-house, transformer, generator foundations Poured Cold lead cabinet pads Tex cote on flume and wingwalls LFC heat tray preparation works Boulders preparation works	65.26%
A52	Maple River Aqueduct Spillway	710+17	Active	Installation of sheet piles Structural excavation Geotextile placement	55.04%
A53	Maple River Aqueduct Engineered Channel	710+17	Not Started	No work during reporting period	29.66%
A56	Sheyenne River Aqueduct	1477+50	Active	Flume west abutment formwork and rebar installation Concrete in flume west abutment Flume piers formwork and rebar installation Concrete in flume piers Flume North bypass formwork and rebar installation Concrete in flume north bypass slab Flume slab formwork and rebar installation Wingwalls 1 foundation formwork and rebar installation Concrete in wingwall 1 foundation Wingwalls 1 wall formwork and rebar installation Concrete in wingwall 1 wall Wingwalls 2 foundation formwork and rebar installation Concrete in wingwall 2 foundation Wingwalls 2 wall formwork and rebar installation	

³ Status and progress are as observed by the PMC at the end of May 2025.

⁴ Note: Buildable Unit Percent Complete is based on the RRVA June PSSU submitted on or around July 15, 2025, and is calculated based on Earned Value (EV). This may vary from the status and progress observed by the PMC as one is visual observation and the latter is derived from the PSSU electronic schedule.

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
				Wingwalls 3 wall formwork and rebar installation Concrete in wingwall 3 wall Wingwalls 4 wall formwork and rebar installation Concrete in wingwall 4 wall Backfill for wingwall 1 foundations Backfill for wingwall 2 foundations Backfill between wingwall 3 & 4 Drove H-piles in wingwall 3 section 3 Drove H-piles in wingwall 4 section 3 Welded H-pile tension anchors in wingwalls Excavation for Sheyenne spillway Preparatory works for sheet piles in Sheyenne spillway	
Buildable Unit Group – Local Drainage					
CR1	Local Drainage in Rush River WRD - Reach C01	41+70 to 219+29	Active	Final Grading Activities	98.23%
CR2	Local Drainage in Rush River WRD - Reach C02	219+29 to 302+00	Active	No work during reporting period	96.69%
CR3	Local Drainage in Rush River WRD – Reach C03	302+00 to 428+53	Active	Final Grading Activities	87.54%
CR4	Local Drainage in Rush River WRD - Reach C04	428+53 to 576+00	Active	Final Grading Activities	84.14%
CM1	Local Drainage in Maple River WRD – Reach C05	576+00 to 655+00	Active	Final Grading Activities	85.10%
CM2	Local Drainage in Maple River WRD – Reach C06	655+00 to 762+77	Active	Final Grading Activities	82.04%
CM3	Local Drianage in Maple River WRD – Reach C07	762+77 to 859+53	Active	Final Grading Activities	79.62%
CM4	Local Drainage in Maple River WRD – Reach C08	859+53 to 912+00	Active	No work during the reporting period	68.62%
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Active	No work during the reporting period	83.41%
CS1	Local Drainage in Southeast Cass WRD - Reach C10	968+00 to 1080+28	Active	No work during the reporting period	91.38%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	No work during the reporting period	79.68%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	Final Grading Activities	81.03%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Active	Prep work for Topsoil Stripping	81.95%
Buildable Unit Group - Diversion Channel					
C01	Diversion Channel, Low Flow Channel (LFC), Engineered Material Berms (EMBs), Diversion Channel Line of Protection in Reach-01	27+63 to 219+29	Active	Channel Excavation, Topsoil Stripping and Placement, Final Grading	92.97%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Active	No work during the reporting period	97.02%
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Channel Excavation, Levee Placement, Maintenance Road Placement, Topsoil Stripping and Placement, and Final Grading	89.11%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Active	Channel Excavation, Final Grading as needed	74.11%
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Active	Final Grading as needed	94.27%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	Channel Excavation, Levee Placement, Maintenance Road Placement, Topsoil Stripping and Placement, Cultural Site Excavation, Final grading	50.10%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	Channel Excavation, Levee Placement, Topsoil Stripping and Placement, Final Grading	77.37%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	No work during reporting period	44.19%
C09	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09	912+00 to 968+00	Active	No work during the reporting period	68.74%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active	No work during the reporting period	64.58%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	Channel Excavation, Levee Placement, Maintenance Road Placement, Topsoil Stripping and Placement, Final grading	38.73%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Active	No work during the reporting period	74.52%
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	Channel Excavation, Levee Placement, Maintenance Road Placement, Topsoil Stripping and Placement, Cultural Site Excavation, Final grading	62.13%
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Active	Prep work for Topsoil Stripping	53.58%
Buildable Unit Group - Hydraulic Structures					
S08	Drain 29 Inlet	27+63	Active	Complete Punch list items to be addressed	99.59%
S16	Drain 30 Inlet	213+75	Active	No work during the reporting period	99.69%
S09	Rush River Inlet	431+75	Hold	Re-work begun placement of new bedding. Placement of Boulders Placement of riprap and Installation of Infill Wiers 23, 22,21,20	74.99%
S10	Lower Rush River Inlet	578+50	Active	Excavation Installation of Geotextile Installation of bedding Installation of Riprap	92.74%
S03	Berlin Township Drain Inlet	492+84	Active	No work during the reporting period	93.89%
S04	Raymond Township North Drain Inlet	756+00	Active	Formwork and Rebar installation for headwall foundation Formwork and rebar installation for headwall	64.37%
S32	Raymond Township South Drain Inlet	793+00	Active	Worked on punch list items and installation of flap gates	91.48%
S33	Drain 14B Inlet	856+00	Active	No work during reporting period	87.77%
S34	Drain 14C Inlet	929+30	Active	No work performed	87.78%
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Active	Punch lists and Installation of flap gates	86.12%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete	0.00%
S68	Drain Inlet 21C		Not started	Structural excavation has begun	23.85%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
S69	Drain 50		Active	Excavation RCP installation Backfill under RCP Geotextile installation Backfill under headwall F/R/C headwall foundation	30.97%
S74	Drain Inlet associated with CR17	1548+00	Active	Excavation RCP installation Backfill under RCP Backfill on top of RCP Geotextile installation F/R/C headwall foundations F/R/C headwalls	48.64%
Buildable Unit Group - Diversion Outlet					
O00	Diversion Outlet Structure	27+63 to 41+70	On Hold	ASN is reporting this work as complete, but Boulders is currently under dispute. A preliminary punch list was generated by the Authority.	99.76%
Buildable Unit Group - Roadways					
R19	25th St. Connection Parcel 2368	160+00 LT	Active	Roadway scope of work completed, working in punch list items	93.80%
R20	27th St. Connection to CR81	300+00 LT	On Hold	No work during reporting period	93.39%
R21	35th St. SE to Parcel 938	802+00 RT	On Hold	No work during reporting period	79.30%
R22	37th St. SE, East of Diversion Channel	905+00 LT	On Hold	No work during reporting period	90.67%
R23	37th St. SE, West of Diversion Channel	905+00 RT	On Hold	No work during reporting period	89.57%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Not Started	No work during reporting period	22.74%
R24	169th Ave. SE Connection to Landlocked Parcel 2363	350+00 LT	Complete	Complete	87.62%
R26	172nd Ave. SE Connection to realigned CR4	114+00 RT	Complete	Complete- Final Inspection conducted	92.19%
R18	24th St. SE Connection to realigned CR4	100+00 RT	Complete	Complete – Final Inspection conducted.	89.43%
M11	County Road 4/31 Crossing (Bridge)	86+91	Complete	Complete. Bridge opened to the public December 4	100.00%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
M12	County Road 81 Crossing Bridge	310+20	Active	Bridge deck form work completed	70.23%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Active	Curb & Gutter Repairs Completed, pending inspection	100.00%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	Complete	Complete	94.13%
Y12	County Road 81 Crossing (Bypass)	310+20	Complete	No work during reporting period	96.69%
G12	County Road 81 Crossing (Settlements)	310+20	Complete	Complete	97.60%
M35	Interstate I-29 Northbound & Southbound Crossing (Bridge)	NB 313+75 SB 314+81	Active	N.B. - Tex-cote complete. Punchlist items in progress. S.B. – Tex-cote complete. Punchlist items in progress.	91.02%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	No work during reporting period	93.84%
G35	Interstate I-29 Northbound & Southbound Crossing (Settlements)	NB 313+75 SB 314+81	Complete	Complete	97.34%
M13	Country Road 32 Crossing (Bridge)	408+08	Complete	Punch list items need to be addressed	100.00%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	Complete	100.00%
Z13	Country Road 32 Crossing (Roadways)	408+08	Active	Complete	97.67%
R14	Country Road 22 Crossing	571+84	Active	Approach slabs poured. Barriers on approach poured/curing. Subgrade preparation and aggregate placementGeofoam placement and backfill completed	83.02%
R15	CR 20 Crossing	679+37	Complete	Complete	88.55%
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Not Started	No work during reporting period	17.42%
R17	CR 10 Crossing	852+46	Active	East approach slab concrete placed. S. barrier F/R in progress Sub-grade preparation on mainline and embankment at tie-ins. Geo-grid delivery	89.90%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	Active	EB/WB - Bridges completed. Punchlist items, Tex-cote and riprap in progress. Subgrade preparation of theWB approaches are in progress	90.56%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
R58	38th St W Crossing (Township Road)	976+17	Active	Pedestrian rail and Tex-cote installed. Awaiting Texas Corral fabrication and installation. Punchlist items in progress.	83.41%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Active	Took delivery of geofoam. Deck rebar installation in progress	71.10%
R60	52nd Avenue W Crossing (Township Road)	1224+92	Active	Delivery of geofoam. Deck formwork/overhangs/diaphragms in progress. Repair of wind damage for the 2 nd time.	67.34%
R61	County Road 6 Crossing	1330+41	Active	Deck formwork, diaphragm formwork and overhands in progress.	68.12%
R62	County Road 14 Crossing	1438+97	Active	Deck concrete placed. Curing in progress; Sleeper and approach slabs in progress	72.56%
R73	County Road 16/17 Crossing	1558+40	Active	Deck concrete placed, curing in progress	62.65%
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	Complete	Final walkthrough conducted	95.88%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Not Started	No work during reporting period	15.43%
R76	47th St. SE access to Parcel 1200	1500+00	On Hold	No work during reporting period	87.47%
R77	170th Ave. Xing Drain 13 & Legal Drain 30	250+00	Complete	Complete	0.00%
R3A	Dead-End Termination of Local Roads in Reach-01	27+63 to 219+29	Complete	Complete	73.83%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	Complete	Complete	90.19%
R3C	Dead-End Termination of Local Roads in Reach-03	302+00 to 428+53	Complete	Complete	60.74%
R3D	Dead-End Termination of Local Roads in Reach-04	428+53 to 576+00	Complete	Complete	92.15%
R3E	Dead-End Termination of Local Roads in Reach-05	576+00 to 655+00	Complete	Complete	81.31%
R3F	Dead-End Termination of Local Roads in Reach-06	655+00 to 762+77	Complete	Complete	82.16%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
R3G	Dead-End Termination of Local Roads in Reach-07	762+77 to 859+53	Complete	Complete	88.95%
R3J	Dead-End Termination of Local Roads in Reach-09	912+00 to 968+00	Complete	Complete	86.47%
R3K	Dead-End Termination of Local Roads in Reach-10	968+00 to 1080+28	Complete	Complete	89.25%
R3L	Dead-End Termination of Local Roads in Reach 11	1080+28 to 1235+72	On Hold	No work during the reporting period	57.67%
R3M	Dead-End Termination of Local Roads in Reach 12	1235+72 to 1327+00	Complete	Complete	87.74%
R3N	Dead-End Termination of Local Roads in Reach 13	1327+00 to 1554+59	Complete	Complete	97.15%
RA6	Security and Access Reach 1	27+63 to 219+29	Active	No work during reporting period	41.32%
RB6	Security and Access Reach 2	219+29 to 302+00	Active	No work during reporting period	99.89%
RC6	Security and Access Reach 3	302+00 to 428+53	Active	Parking Lot construction has begun	0.49%
RD6	Security and Access Reach 4	428+53 to 576+00	Active	F/R/C North Abutment; Girder installation	13.31%
RE6	Security and Access Reach 5	576+00 to 655+00	Active	Backfill for the approach slab F/R/C approach slab	36.00%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	No work during reporting period	0.44%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during reporting period	1.05%
RA7	Security and Access Reach 9	912+00 to 968+00	Active	No work during the reporting period due to bird nests.	41.42%
Buildable Unit Group – Railroad Crossings					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	Complete	99.47%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
X72	BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly	311+61	Complete	Complete	99.14%
X73	BNSF Hillsboro crossing – BU3 – Bridge and Track	311+61	Active	Completed bridge deck and barrier wall / sidewalk placed	90.20%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Not Started	No work during reporting period	9.09%
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Not Started	No work during reporting period	11.64%
X81	BNSF Prosper crossing – BU1 – Shoofly	661+59	Complete	Complete	99.54%
X82	BNSF Prosper crossing – BU2 – Tie-in to Shoofly	661+59	Complete	Complete	98.80%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Active	Completed Girder installation; bridge deck formwork; Started placing bridge deck rebar.	70.41%
X84	BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail	661+59	Not Started	No work during reporting period	12.39%
X85	BNSF Prosper crossing – BU5 – Removal of Shoofly	661+59	Not Started	No work during reporting period	15.71%
X91	BNSF K.O. crossing – BU1 – Shoofly	870+87	Complete	Complete	99.34%
X92	BNSF K.O. crossing – BU2 – Tie-in to Shoofly	870+87	Complete	Complete	90.92%
X93	BNSF K.O. crossing – BU3 – Bridge and Track	870+87	Active	Fine filter delivery and slope stabilization Substructure concrete is ongoing. Columns complete pier caps in progress	72.56%
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	Not Started	No work during reporting period	6.73%
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Not Started	No work during reporting period	13.09%
Utility Adjustments					
AT1	AT&T Reach 8 @ Design (COM-ATT-871+00)	871+00	Active	Partial removal of abandoned utility	99.65%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
DC1	Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00)	851+00	Active	Utility removal at the levee footprint	99.25%
DC2	Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00)	1171+00	Active	Utility removal at the east side of the channel	99.69%
F09	CenturyLink - Reach 4 @ Design (COM-CLN-571+50)	571+50	Active	Utility removal at the levee footprint	98.20%
F10	CenturyLink - Reach 4 @ Design (COM-CLN-571+61)	571+61	Active	Utility removal at the levee footprint	98.20%
F12	CenturyLink - Reach 6 @ Design (COM-CLN-679+11)	679+11	Active	Utility removal at the levee footprint	98.90%
F13	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1))	851+00	Active	Utility removal at the levee footprint	99.05%
F14	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2))	851+00	Active	Utility removal at the levee footprint	99.05%
F15	CenturyLink - Reach 7 @ Design (COM-CLN-852+00)	852+00	Active	Utility removal at the levee footprint	99.05%
F18	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1))	962+00	Active	Conduit installation at the bridge abutments	90.36%
F19	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2))	962+00	Active	Conduit installation at the bridge abutments	90.36%
F20	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3))	962+00	Active	Conduit installation at the bridge abutments	90.36%
F22	CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1))	978+00	Active	Conduit installation at the bridge abutments	90.39%
F25	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2))	1118+00	Active	Utility removal at the levee footprint	97.51%
F26	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1))	1180+00	Active	Utility removal at the levee footprint	97.51%
F27	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2))	1171+00	Active	Utility removal at the levee footprint	99.55%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
F28	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1))	1171+00	Active	Utility removal at the levee footprint	99.57%
F34	CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1))	1490+00	Active	Cable installation by Third Party	98.39%
MP1	Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12)	54+12	Active	Temporary relocation at CR 4-31 and Drain 29	99.83%
MS2	Midcontinent - Reach 7 @ Design (COM-MCC-851+00)	851+00	Active	Utility removal at the levee footprint	99.21%
MS4	Midcontinent - Reach 10 @ Design (COM-MCC-982+000)	982+00	Active	Conduit installation at the bridge abutments	99.09%
MS5	Midcontinent Reach 11 @ Design (COM-MCC-1171+00)	1171+00	Active	Utility removal at the levee footprint	99.49%
P02	Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84)	51+84	Active	Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN	99.56%
P09	Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00)	851+00	Active	Utility removal at the levee footprint	99.30%
P14	Cass County Electric Reach 10 @ Design (ELC-CCC-979+00)	979+00	Active	Conduit installation at the bridge abutments	99.39%
W03	Cass Rural Water - Reach 1 @ Design (WAT-CRW-153+81)	153+81	Active	Lowering of the CRW at CR 31	99.25%
W05	Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98)	304+98	Active	Removal of utility	95.15%
W14	Cass Rural Water - Reach 9 @ Design (WAT-CRW-962+00)	962+00	Active	HDD and plow method installation, hydro pressure and disinfection tests	99.34%
W16	Cass Rural Water - Reach 11 @ Design (WAT-CRW-1119+00)	1119+00	Active	Utility removal at the levee footprint	99.70%
Buildable Unit Group - Administration Building					
AB1	Authority Administration Building - Settlement Works		Complete	No work during reporting period.	100.00%
AB2	Authority Administration Building - Building Works		Active	Under slab piping and exterior utilities in progress. Main building foundation completed.	4.66%

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁵	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Withdrawn
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000.00	N/A	Withdrawn
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800.00	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	TBD	Resolved via SOP*
CE 007-02	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 2	May 4, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 008	Berlin Townships MOU Amendments	May 13, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 009	NDDOT MOU Amendments, Expansion Joints	May 24, 2022	Not submitted		Closed – Withdrawn by the RRVA
CE 010	Material Flood Event Sheyenne River on Gol Road Near Kindred	June 6, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 011	BNSF Delays	July 25, 2022	\$35,825,167.00* (*Includes CE 011, CE012 & CE 013)	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 012	BNSF Review Delays Prosper	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 013	BNSF Review Delays KO	July 25, 2022	See CE 011	N/A	Closed – Withdrawn by the RRVA – See DCR2023-030
CE 014	Modified Permit Delay Impact	December 2, 2022	\$69,571,469.40	N/A	Closed – Submitted to TDRB
CE 015	Failure of a Third Party (BNSF) to Comply with Third Party MOU	October 18, 2023	\$25,704,786.00	N/A	Closed – Submitted to TDRB
CE 016	Contamination on Reach 9	November 6, 2023	\$106,844.28	TBD	Closed – Submitted to TDRB
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	TBD	Resolved via SOP*

⁵ Costs are required to be submitted with Detailed CE Notices; however, RRVA submits these with its Final Detailed CE Notices.

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁵	Cost / Relief Agreed	Status
CE 018	Failure of a Third Party (BNSF) to Comply with Third Party MOU	January 24, 2024	\$3,253,991.63	N/A	Closed – Submitted to TDRB
CE 019	Additional Riprap Requirement due to Hydraulic Analysis of DIS	March 20, 2024	\$1,840,509.39	TBD	Withdrawn
CE 020	Updates to Project Agreement, Exhibit 4 (Project Land)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 021	Attachment 3-14 Update (related to Exhibit 4)	May 20, 2024	Not yet submitted	TBD	Withdrawn
CE 022	Rush River Excavation - 404 Permit Delay	June 25, 2024	\$829,468.55	TBD	Resolved via SOP*
CE 023	Epoxy Coated Rebar Delays	July 5, 2024	\$40,830,176.27	N/A	Closed – Submitted to TDRB
CE 024	AAB Material Delivery	July 25, 2024	\$438,416.53	TBD	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 025	Obstructions Uncovered Hillsboro	July 22, 2024	Not yet submitted	TBD	Withdrawn
CE 026	Hazardous Environmental Conditions in Reach 13	September 20, 2024	\$21,629.47	N/A	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 027	Initial Compensation Event Notice – Issuance of Nonconformance Reports by Authority	October 11, 2024	Not yet submitted	TBD	Resolved via SOP*
CE 028	Undisclosed Hazardous Environmental Conditions at County Road 8	December 3, 2024	\$2720.84	TBD	Resolved via SOP*
CE 029	Drain 14C – Mapleton Drain 9	December 24, 2024	\$394,875.56	TBD	Resolved via SOP*
CE 030	Obstructions uncovered in Reach 9	January 10, 2025	\$16,639	TBD	Resolved via SOP*
CE 031	Authority Failure to Use Reasonable Efforts Pursuant to Article 54	January 20, 2025	Not yet submitted	TBD	Resolved via SOP*
CE032	Qualifying Change in Law	January 20, 2025	Not yet submitted	TBD	Resolved via SOP*
CE033	Delay to Certificates of Interim Completion	April 24, 2025	Not yet submitted	TBD	Resolved via SOP*
RE 001	Non-Material Flood - Maple	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided
RE 002	Non-Material Flood - Sheyenne	May 3, 2023	36 calendar days	0 calendar days	Closed – Authority determination provided

** It should be noted that all Compensation Events and Relief Events are subject of settlement negotiations and the associated 'Statement of Principles' agreement that was executed on July 3, 2025, during this reporting period.*

Attachment C – Authority Change Requests (ACRs)

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR001-2022	Use of local roads	May 31, 2022	No Cost	N/A	Executed
ACR002-2022	Cass County – Change from Kansas Corral Rail to Texas Corral Rail	May 31, 2022	\$450,000.00	\$410,000.00	Paid
ACR003-2022	Attachment 3-25 Update	July 28, 2022	\$1,317,138.95	N/A	Resolved via SOP*
ACR004-2022	EAP Utilization Plan	September 2, 2022	No Cost	N/A	Executed
ACR005-2022	Amend TR Section 2.2.6.1(2) to include re-baselining PBS for Compensation Events and approved Change Orders	October 18, 2022	N/A	N/A	Withdrawn
ACR006-2022	Cass County Drain 14C	October 18, 2022	(\$662,360.00)	(\$950,000.00)	Executed
ACR007-2022	NDDOT Conduits	December 2, 2022	\$337,475.14	\$283,940.32	Executed
ACR008-2022	CCRW connection of waterline from Res B to Res C	November 28, 2022	\$2,259,945.46	\$1,246,760.06	Paid
ACR009-2022	Township Mobility Improvements	December 23, 2022	N/A	N/A	Withdrawn
ACR010-2022	Acceleration of Tree Felling	December 21, 2022	\$1,000,000.00	N/A	Resolved via SOP*
ACR011-2023	MLGC FOC Installation in Mapleton Township	January 20, 2023	\$368,550.67	\$350,000.00	Executed
ACR012-2023	TR Section 3.10.3.1 (10)	January 24, 2023	No Cost	N/A	Executed
ACR013-2023	37th Street SE west of the Diversion Channel	January 26, 2023	(\$62,111.04)	N/A	Resolved via SOP*
ACR014-2023	Relocation of CRWUD waterline	February 2, 2023	\$48,449.58	N/A	Resolved via SOP*
ACR015-2023	Deletion of requirement to establish and maintain Woodland Species (Att 3-21 Woodland Species)	May 10, 2023	N/A	N/A	Withdrawn
ACR016-2023	Aqueduct Design Sheyenne River	August 14, 2023	\$37,535,575.00	\$2,975,000.00	Partially Paid
ACR017-2023	River Inlets and Drain Inlets	August 31, 2023	No Cost	N/A	Executed
ACR018-2022	CR 10 to 166th Ave. Connection	September 27, 2023	\$178,278.79	N/A	Resolved via SOP*
ACR019-2023	38th St. NW connection to the MRT connected to Project ROW (Access south of BNSF KO line)	September 27, 2023	\$37,247.13	N/A	Resolved via SOP*
ACR020-2023	Updates to Project Agreement, Exhibit 4 (Project Land)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR021-2023	Attachment 3-14 update (related to Exhibit 4)	October 6, 2023	No Cost	N/A	Directive Letter Issued
ACR022-2023	Aqueduct Design Maple River	December 22, 2023	\$15,459,470.80	\$2,975,000.00	Partially Paid
ACR023-2024	38th Street W Interim Connection (roadway connection south of I-94)	February 7, 2024	\$135,735.28	\$115,000.00	Executed
ACR024-2025	Road Connection in Harwood Township	February 6, 2025*	\$7,468,785.89	TBD	Withdrawn as part of SOP

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
ACR025-2025	AAB Modifications	May 29, 2025	TBD	TBD	Resolved via SOP*
ACR026-2025	County Road 17 Connection	May 30, 2025 (with revision pending issue)	TBD	TBD	Revision pending issue
ACR027-2025	Road Connection in Harwood Township	Aug 13, 2025	TBD	TBD	Ongoing**
ACR028-2025	Highways Improvements	TBD	TBD	TBD	Pending issue

**it should be noted that all Change Requests are subject of settlement negotiations and the associated 'Statement of Principles' agreement that was executed on July 3, 2025, during this reporting period.*

*** Issued after the reporting period*

Attachment D – RRVA Change Requests (DCRs)

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-001	Deletion of Preliminary Design Report Submission for Diversion Channel Bus/Move to 60% design	March 25, 2022	No Cost	N/A	Executed
DCR2022-002-1	Change Definition of Days – Part 1	April 20, 2022	No Cost	N/A	Executed
DCR2022-002-2	Change Definition of Days – Part 2	April 20, 2022	No Cost	N/A	Executed
DCR2022-003	Change the Calculation Methodology of Designing Sizes of Ripraps	June 3, 2022	N/A	N/A	Rejected
DCR2022-004	Amendment to Re-Submitting to Submit Next Step Buildable Units	July 14, 2022	No Cost	N/A	Executed
DCR2022-005	Amendment to Combine PDF drawing file for Submittals	June 30, 2022	No Cost	N/A	Executed
DCR2022-006	Change Cass County Review Period for Specific Buildable Units Reports and Submittals	July 14, 2022	No Cost	N/A	Executed
DCR2022-007	Deletion of Demolition Buildable Units Reports	July 14, 2022	No Cost	N/A	Executed
DCR2022-008	Change Location of maintenance Road/Trail on the left EMB	July 14, 2022	No Cost	N/A	Executed
DCR2022-009	Maple River Aqueduct Spillway Design and Operational Changes	December 5, 2022	\$3,500,000.00	\$3,500,000.00	Paid
DCR2022-010	Changing Dead End Termination Types for Local Roads at Diversion Channel	October 5, 2022	\$50,000.00	\$17,440.50	Paid
DCR2022-011	Amend Number of Individuals for Cultural Resource/Archaeological Monitoring	July 13, 2022	No Cost	N/A	Executed
DCR2022-012	ITP Submittal Requirement from R&C to FIO	July 28, 2022	N/A	N/A	Rejected
DCR2022-013	Amendment for the Expansion Joint Details of NDDOT	January 24, 2022	N/A	N/A	Withdrawn
DCR2022-014	Project Office	August 10, 2022	No Cost	N/A	Executed
DCR2022-015	Amendment in Submitting Native Files before RFC Documents	August 15, 2022	No Cost	N/A	Executed
DCR2022-016	Amendment O&M QMP Implementation	August 18, 2022	No Cost	N/A	Executed
DCR2022-017	Amendment in Considering Temporary Flow	September 27, 2022	N/A	N/A	Withdrawn
DCR2022-018	Amendment to Design Quality Management Plan Technical Requirements	August 30, 2022	No Cost	N/A	Executed
DCR2022-019	SWPP NPDES	September 7, 2022	No Cost	N/A	Executed
DCR2022-020	Exhibit 5 technical Requirements Volume 4 Wetlands	September 26, 2022	No Cost	N/A	Executed
DCR2022-021	Proposed edits on TR 2.10.1 (Executive Council Meetings)	March 10, 2023	No Cost	N/A	Executed
DCR2022-022	Local Drainage Freeboard Variance	October 27, 2022	No Cost	N/A	Executed
DCR2022-023	Combination of Local Drainage with Diversion Channel Buildable Units	November 2, 2022	N/A	N/A	Withdrawn
DCR2022-024	Key Personnel Project Information Officer and Land Manager	January 24, 2023	No Cost	N/A	Executed
DCR2022-025	Seed Mixes	June 8, 2023	No Cost	N/A	Executed
DCR2022-026	Cultural Resources OIN 936	December 16, 2022	N/A	N/A	Withdrawn

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-027	BNSF Comments Raised in the Design Review Process	December 19, 2022	N/A	N/A	Rejected
DCR2022-028	Key Personnel RRVA's Project Quality Monitor	February 2, 2023	No Cost	N/A	Executed
DCR2022-029	Design Deliverables Schedule and Electronic Deliverables Tracking Log Submissions	February 1, 2023	No Cost	N/A	Executed
DCR2023-030	Acceleration measures due to BNSF Delays	February 16, 2023	\$195,113.13	\$195,113.13	Paid
DCR2023-031	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.3(1) – 85% Compaction and Plow Installation of Utilities	March 3, 2023	No Cost	N/A	Executed
DCR2023-032	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 3.3.4.4.5(2) – Grouting of HDD	March 3, 2023	(\$154,000.00)	N/A	Rejected
DCR2023-033	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.5.5(5) – RFC Hardcopies	February 28, 2023	No Cost	N/A	Executed
DCR2023-034	Dispute Resolution Board -Exhibit – Part 1 Clause 2.2	March 21, 2023	No Cost	N/A	Executed
DCR2023-035	Section 2.11.10.2 SWPPP NPDES, (2) & (4)	March 23, 2023	No Cost	N/A	Executed
DCR2023-036	Dispute Resolution Board – Exhibit Part 2 SECTION 1.4	N/A	N/A	N/A	Placeholder - Not submitted
DCR2023-037	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Rs 3.3.1. ("Transitions for Legal Drains")	April 18, 2023	N/A	N/A	Rejected
DCR2023-038	Amendment Exhibit 1 Definitions	April 18, 2023	N/A	N/A	Rejected
DCR2023-039	Vol 1 Art 7 Section 7.3 (b) Definitions ("Discretionary Submittals)	April 18, 2023	N/A	N/A	Rejected
DCR2023-040	Exhibit 1 Definitions Noncompliance Start Date and Time	April 19, 2023	N/A	N/A	Rejected
DCR2023-041	TR Attachment 4-1 Performance and Measurement Table	May 2, 2023	No Cost	N/A	Executed
DCR2023-042	Levee Monitoring	June 28, 2023	N/A	N/A	Rejected
DCR2023-043	Deletion of Dead-End Termination Reach 8 and Reach 14 BU Reports	August 30, 2023	N/A	N/A	Withdrawn
DCR2024-044	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	March 7, 2024	N/A	N/A	Rejected
DCR2024-045	I-29 & I-94 Duration Ramp Closure	March 15, 2024	No Cost	N/A	Executed
DCR2024-046	Interim Completion Element	June 12, 2024	No Cost	N/A	Rejected
DCR2024-047	Section 2.2.4.5 Quarterly As-Built Drawing Update	June 17, 2024	No Cost	N/A	Rejected
DCR2024-048	Aqueduct Gate Considerations in H&H Model – Amendment to Section 3.5.1.3 (2) (d) of the TR	August 23, 2024	No Cost	N/A	Withdrawn
DCR2024-049	Cass County Ditch Requirement	August 7, 2024	\$3,903,546.12	N/A	Rejected
DCR2024-050	Amendment to Project Agreement, Exhibit 5 TR, Volume 3, Section 2.6.3(6) Shop Drawings signed by the Buildable Unit Construction Manager	August 23, 2024	No Cost	No Cost	Executed

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2024-051	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.4.5 Quarterly As-Built Drawing Update	October 16, 2024	No Cost	No Cost	Executed
DCR2024-052	H&H Model – Amendment to Section 3.5.1.3 (1) of the Technical Requirements	October 17, 2024	\$243,123.21	N/A	Rejected
DCR2024-053	Aqueduct Gate Considerations in H&H Model - Amendments to Section 2.5.7(2), Section 3.5.1.3(1), Section 3.5.1.3...	October 17, 2024	No Cost	No Cost	Executed
DCR2024-054	DCR-2024-054 - F01 & P01 Abandonment under Right EMB – Reach 1	October 17, 2024	(\$12,000.00)	(\$50,000)	Executed
DCR2024-055	Amendment to Project Agreement Exhibit 1 Definitions, Technical Requirements Section 2.2.2, Technical Requirements Section 2.2.9 (2), Technical Requirements (Definition of Interim Completion Element)	October 22, 2024	No Cost	No Cost	Executed
DCR2025-056	Amendment to Project Agreement Exhibit 1 Definitions - Interim Completion Element	March 7, 2025	No Cost	No Cost	Executed
DCR2025-057	Change to Technical Requirements, Volume 3, Section 3.3.1.13-Local Drainage	April 30, 2025	\$2,442,041.81, (plus \$957,400 O&M)	N/A	Rejected

ICE No.	Element Description	Pay Unit	Value	Interim Completion Certificate Date	Invoice Date	*Date Paid
ICE32-353802	BNSF KO Shoofly East Bound Crossing	35	\$3,472,708.00	2/7/2025	2/28/2025	3/26/2025
ICE32-353802	BNSF KO Shoofly West Bound Crossing	38	\$3,472,708.00	2/7/2025	2/28/2025	3/26/2025
ICE29-003202	BNSF Proper Shoofly	32	\$3,195,335.00	2/7/2025	2/28/2025	3/26/2025
ICE26-002902	BNSF Hillsboro Shoofly	29	\$4,249,352.00	2/7/2025	2/28/2025	3/26/2025
Total			\$14,390,103.00			

- Additional Milestone payments are due to the Developer within 30 calendar days upon receipt of an approved invoice.

Attachment F – Noncompliance Points (NCPs) Status Tables

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00001	MFDA-NCR-0001 – Audit Program scheduling			2	Statement of Principles, July 3 2025
NCR-00017	MFDA-NCR-0003 – Lack of full-time engagement for key personnel: RRVA's public information officer and D&C contractor's land manager			0	Statement of Principles, July 3 2025
NCR-00019	MFDA-NCR-0004 – Lack of timely issuance for the May 2022 Monthly Performance Report			0	Statement of Principles, July 3 2025
NCR-00028	Lack of timely issuance for the July 2022 Monthly Performance Report by Aug. 10, 2022			0	Statement of Principles, July 3 2025
NCR-00041	MFDA-NCR-0012 – Lack of implementing effective corrective actions to prevent recurrence of Nonconformances associated with late issuance of meeting minutes			0	Statement of Principles, July 3 2025
NCR-00042	MFDA-NCR-0013 – Start of construction work without RFC documents and without resolving Authority's comments			3	Statement of Principles, July 3 2025
NCR-00043	MFDA-NCR-0014 – Start of construction work without submitting an Inspection and Test Plan			3	Statement of Principles, July 3 2025
NCR-00044	Starting construction work on permanent works in Reach 01 without having an approved Inspection and Test Plan			6	Statement of Principles, July 3 2025
NCR-00045	Start of construction on permanent works in Reach 01 without complete RFC document package			6	Statement of Principles, July 3 2025
NCR-00046	Starting horizontal directional drilling work without having an approved Inspection and Test Plan for Cass Rural Water (W02) 84+03			3	Statement of Principles, July 3 2025
NCR-00047	Starting horizontal directional drilling work without having a complete RFC package for Cass Rural Water (W02) 84+03.			0	Statement of Principles, July 3 2025
NCR-00048	Lack of submitting ECS Certification for Channel Reach 2 prior to commencement of construction			4	Statement of Principles, July 3 2025
NCR-00051	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.15			0	Statement of Principles, July 3 2025
NCR-00053	Identification of Nonconformance in the Sept. 2022 Audit, DQP 3.19			14	Statement of Principles, July 3 2025
NCR-00072	MFDA-NCR-0015 – Start of construction work without resolving Authority's comments for drilling operations ITP WAT-CRW-309+20			6	Statement of Principles, July 3 2025
NCR-00073	Starting construction work without having an approved Inspection and Test Plan for Cass Rural Water (W03) 153+81			3	Statement of Principles, July 3 2025
NCR-00078	MFDA-NCR-0020 – Start of construction work without RFC Documents E40-F04 COM-CLN-156+09/156+20			3	Statement of Principles, July 3 2025
NCR-00079	MFDA-NCR-0021 – Start of construction work without RFC documents F07 COM- CLN-310+66; P04 – ELE-CCE-309+58			3	Statement of Principles, July 3 2025
NCR-00080	Start of construction work without approved Inspection and Test Plan documents E40-F04 COM-CN-156+09/156+20			3	Statement of Principles, July 3 2025
NCR-00081	Start of construction work without approved Inspection and Test Plan documents F07 COM-CLN-310+66; P04 – ELE-CCE-309+58			1	Statement of Principles, July 3 2025
NCR-00082	MFDA-NCR-0024 – Start of construction work without accepted ITP for wick drains installation at BU-G11 CR 4/31			0	Statement of Principles, July 3 2025

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00084	MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02			9	Statement of Principles, July 3 2025
NCR-00086	October 2022 Audit, DQP 3.10(2) – DCS workflows are not used in the returning of shop drawings as outlined in Procedure 4.d			0	Statement of Principles, July 3 2025
NCR-00087	October 2022 Audit, DQP 3.14(1) – DM hasn't provided the initial review of the RFI per Procedure 1, DJV has a new role, the DSCS who is providing the review			0	Statement of Principles, July 3 2025
NCR-00088	No signature has been provided on the RFI response per Procedure 4			0	Statement of Principles, July 3 2025
NCR-00089	Procedure 5, prior notification of the RFI response to ASN was made in some reviews, but not all reviews			0	Statement of Principles, July 3 2025
NCR-00093	MFDA-NCR-0028 – Incorrect Engineer of Record signing and sealing Design Deliverables E40-W03 – WAT-CRW-153+81			0	Statement of Principles, July 3 2025
NCR-00094	MFDA-NCR-0029 – Unapproved key personnel, core staff discipline, staff and specialist performing the work			0	Statement of Principles, July 3 2025
NCR-00096	MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates			10	Statement of Principles, July 3, 2025
NCR-00097	MFDA-NCR-0033 – Lack of implementing Design Quality Procedure DQP 3.7			18	Statement of Principles, July 3 2025
NCR-00098	MFDA-NCR-0031 – Incorrect Engineer of Record signing and sealing Design Deliverables E30-G11 – CR4 31 Crossing			0	Statement of Principles, July 3 2025
NCR-00099	MFDA-NCR-0034 – Lack of CQMP procedure associated with processes leading into issuance of record drawings			200	Statement of Principles, July3, 2025
NCR-00100	The Project Quality Monitor did not attend the project office during the Month of November (2022)			0	Statement of Principles, July 3 2025
NCR-00109	MFDA-NCR-0035 – Lack of issuing updated PBS and WBS as a result of Buildable Unit changes identified in the Project Status Schedule Update for December 2022			10	Statement of Principles, July 3, 2025
NCR-00110	MFDA-NCR-0036 – Lack of issuing Federal Compliance Report for year 2022			14	Statement of Principles, July 3 2025
NCR-00112	Lack of RRVA not having a RRVA's Local Affairs Project Manager on staff			12	Statement of Principles, July 3 2025
NCR-00123	MFDA-NCR-0039 – Lack of implementing the process for checking and reviewing design deliverables as described in DQP 3.3 Design Deliverables Drawing Review			50	Statement of Principles, July 3, 2025
NCR-00134	MFDA-NCR-0049 – Lack of implementing the process for checking and reviewing design deliverables			40	Statement of Principles, July 3, 2025
NCR-00147	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F09) at 571+50			6	Statement of Principles, July 3, 2025
NCR-00148	Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F10) at 571+61			6	Statement of Principles, July 3, 2025
NCR-00151	MFDA-NCR-0054 – Starting work without accepted ITP (F11)			6	Statement of Principles, July 3, 2025
NCR-00154	Identification of NC in the CQMP May 2023 Audit – Tracking Completion of BUs and PEs			4	Statement of Principles, July 3 2025
NCR-00155	Identification of NC in the CQMP May 2023 Audit – Coordination of CQM and CM for coordinating completion of each PE and BU			0	Statement of Principles, July 3 2025

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00171	MFDA-NCR-0056 – Starting work without accepted ITP			3	Statement of Principles, July 3, 2025
NCR-00172	MFDA-NCR-0057 – Starting work without accepted ITP			3	Statement of Principles, July 3, 2025
NCR-00174	MFDA-NCR-0055 – Starting work without accepted ITP			3	Statement of Principles, July 3, 2025
NCR-00180	Lack of RRVA not having a safety coordinator on staff			0	Statement of Principles, July 3 2025
NCR-00185	MFDA-NCR-0064 – Starting work without accepted revised safety plan			11	Statement of Principles, July 3, 2025
NCR-00199	MFDA-NCR-0075 – Lack of erosion and sedimentation protection			2	Statement of Principles, July 3 2025
NCR-00207	MFDA-NCR-0076 – Lack of registering Nonconformance			12	Statement of Principles, July 3, 2025
NCR-00208	MFDA-NCR-0077 – Lack of compliance with work zone traffic			1	Statement of Principles, July 3 2025
NCR-00222	MFDA-NCR-0084 – Lack of conducting audit in accordance with the Audit Program			6	Statement of Principles, July 3, 2025
NCR-00224	MFDA-NCR-0085 – Utilized compaction equipment for levee and EMB fill			2	Statement of Principles, July 3, 2025
NCR-00242	MFDA-NCR-0091 – Performing work without submitting affected Reviewable Submittal (List of Buildable Units)			10	Statement of Principles, July 3, 2025
NCR-00247	Starting construction work without having an approved Inspection and Test Plan for BNSF Prosper settlement activities			0	Statement of Principles, July 3 2025
NCR-00253	MFDA-NCR-0095 – Failure to provide records related to BNSF notification of Hazardous Environmental Condition			10	Statement of Principles, July 3, 2025
NCR-00254	MFDA-NCR-0096 – Failure to provide timely notification of Hazardous Environmental Condition			0	Statement of Principles, July 3 2025
NCR-00256	Outlet Structure - Boulders in Rock Weirs not meeting the minimum Diameter Requirements			0	Statement of Principles, July 3, 2025
NCR-00264	MFDA-NCR-0100 – Lack of notifying the occurrence of Noncompliance Event associated with Nonconformance RRVA- QU-NCR-00256 (NCR-00256)			10	Statement of Principles, July 3, 2025
NCR-00309	R36 – I-94 1-Week Ramp Closure			5	Statement of Principles, July 3 2025
NCR-00323	MFDA-NCR-0108 – Lack of issuing PBS Monthly Updates			10	Statement of Principles, July 3, 2025
NCR-00324	MFDA-NCR-0109 – Lack of Modifying or Adding WBS Elements in PBS			10	Statement of Principles, July 3, 2025
NCR-00325	MFDA-NCR-0110 – Lack of including activities in PBS			10	Statement of Principles, July 3, 2025
NCR-00327	MFDA-NCR-0112 – Starting work without accepted changes to the RRVA Project Management Plan			10	Statement of Principles, July 3, 2025
NCR-00330	MFDA-NCR-0115 – Lack of covering the complete list of Buildable Units in the PBS			10	Statement of Principles, July 3, 2025
NCR-00347	Key Personnel Position – D&CC-CQMP position not filled			9	Statement of Principles, July 3 2025
NCR-00362	C02 (Tree Planting) – Starting Construction Work without having an approved ITP			0	Statement of Principles, July 3 2025
NCR-00363	Key Personnel Position – D&CC – CM position not filled			0	Statement of Principles, July 3 2025
NCR-00380	Lack of updates to the H&S Organizational Chart			10	Statement of Principles, July 3, 2025

Assessed Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
NCR-00432	MFDA-NCR-0131 – Lack of Shop Drawing and Samples approval prior to flap gates installation at Drain 30			0	Statement of Principles, July 3, 2025
NCR-00433	MFDA-NCR-0132 – Lack of listing Design Change on the applicable Construction Certificates for Drain 30			0	Statement of Principles, July 3, 2025
NCR-00434	MFDA-NCR-0133 – Failure to report Nonconformance related to geotextile fabric installation at Drain 30			0	Statement of Principles, July 3, 2025
Total		-	-	592	

Pending Noncompliance Points for Cured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status

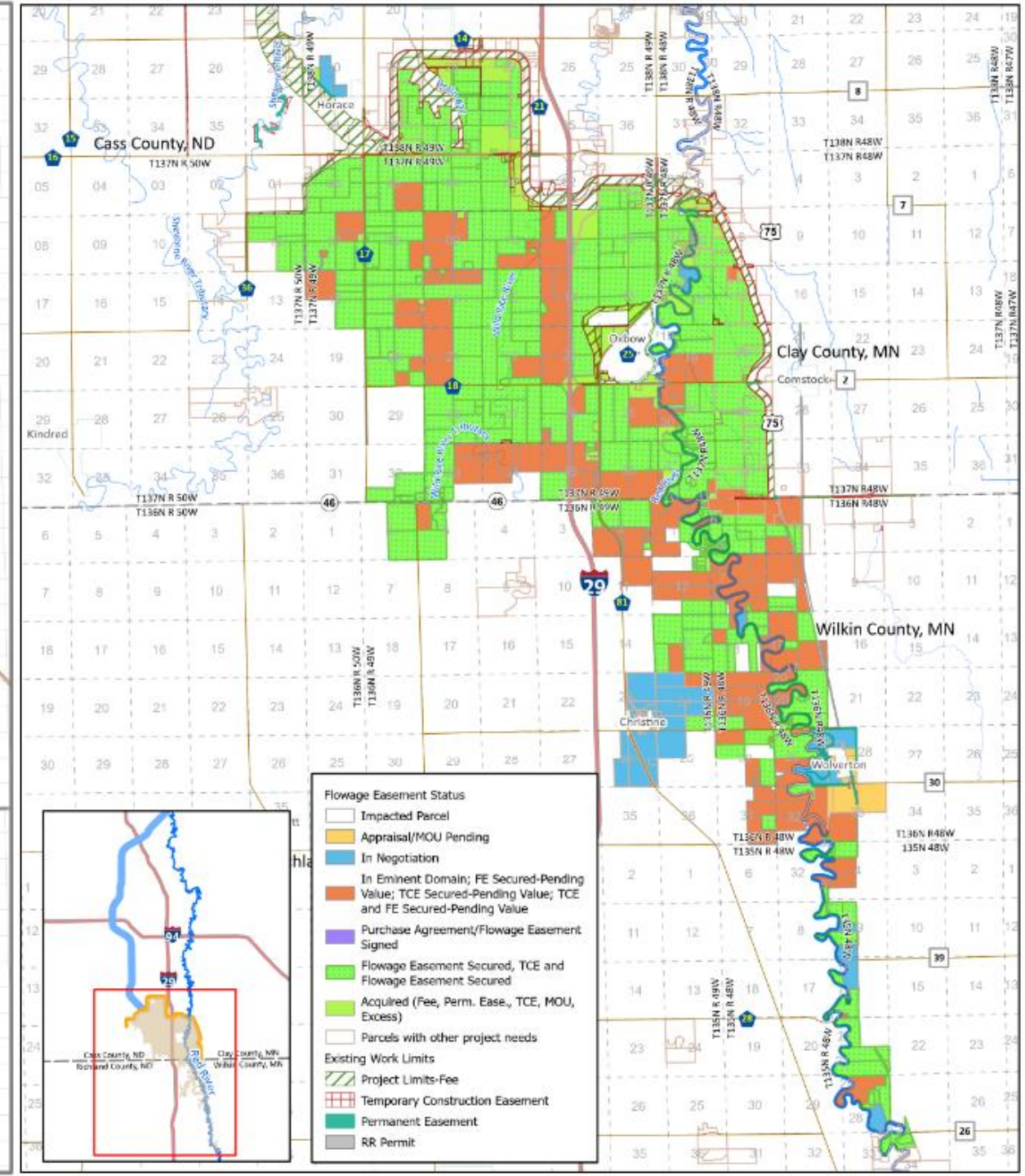
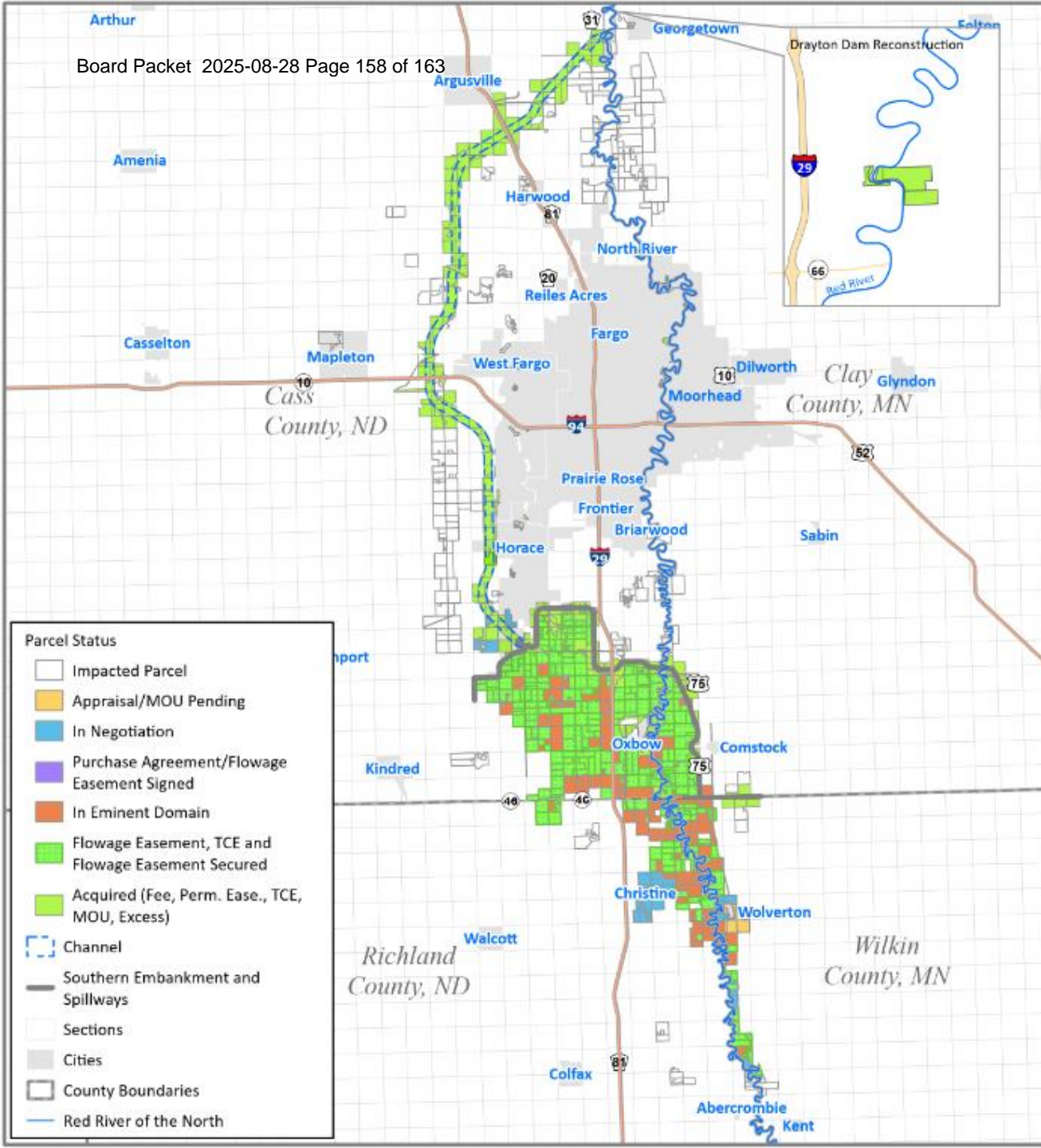
Pending Noncompliance Points for Uncured Nonconformances					
NCR Number	Title/Description	Maximum NCPs	Recommended NCPs	Assessed NCPs	Status
Total					



Lands Status Report

August 2025





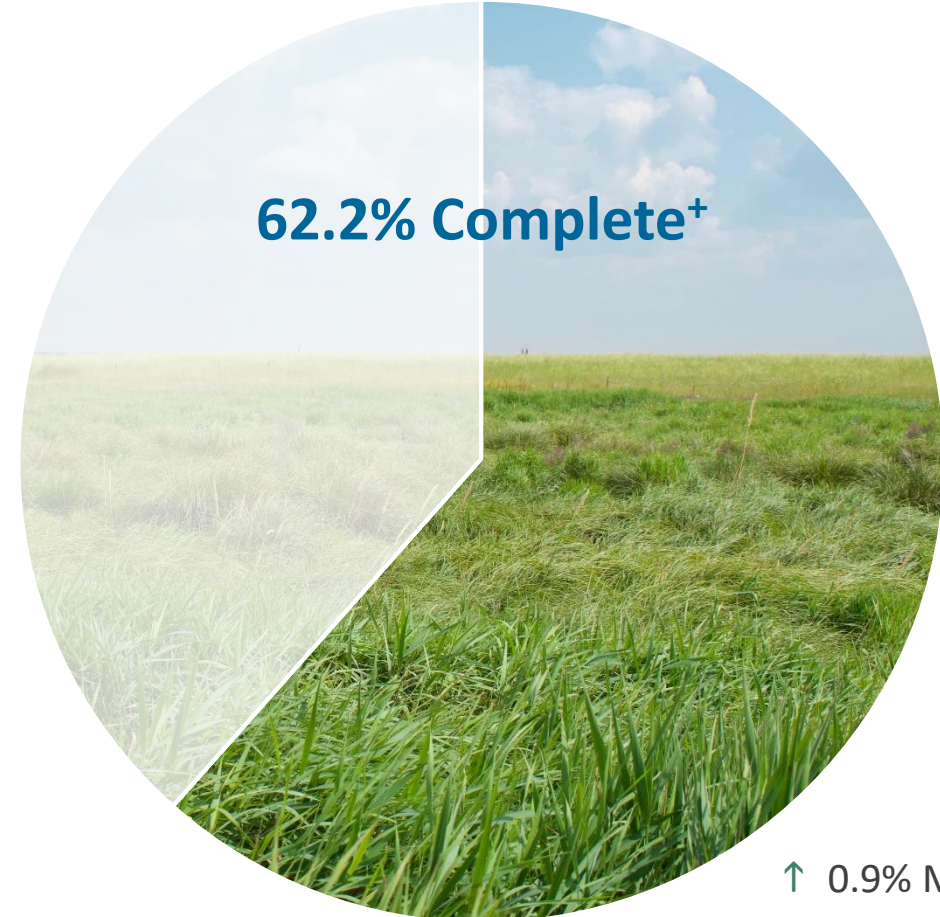
Property Acquisition Progress

Construction Footprint^{*}



No Change

UMA Footprint^{**}

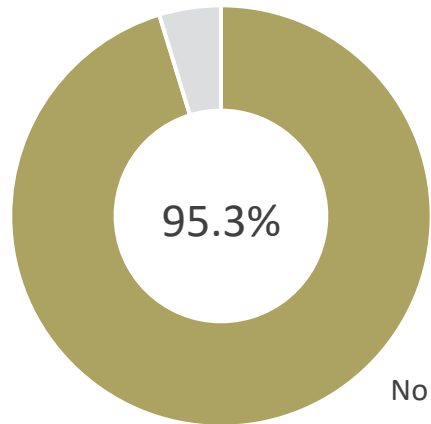


↑ 0.9% MoM

^{*} Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

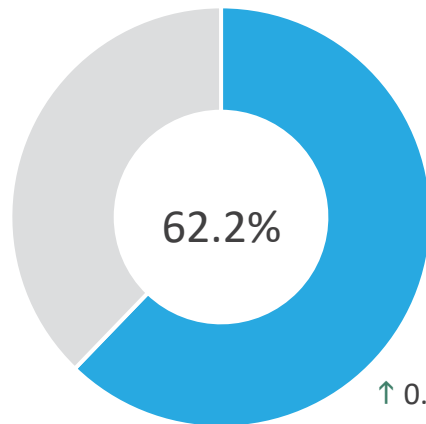
^{**} Includes parcels for Christine and Wolverton
As of August 19, 2025

Property Acquisition Progress by Location



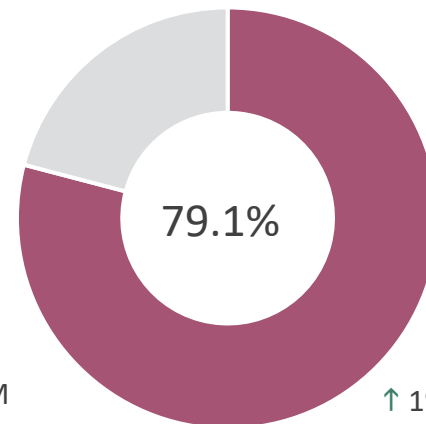
No Change

Southern Embankment &
Associated Infrastructure



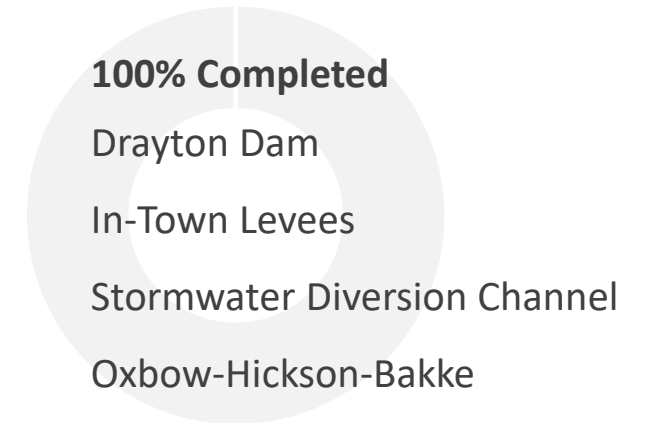
↑ 0.9% MoM

Upstream Mitigation
Area



↑ 1% MoM

Environmental
Monitoring Easements

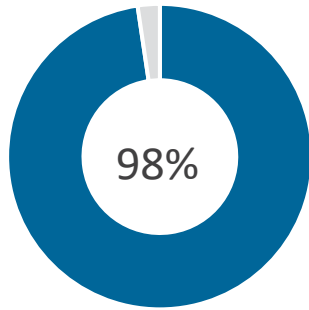


Landowner Overview

Construction Footprint*



Landowners



298 Owner Groups

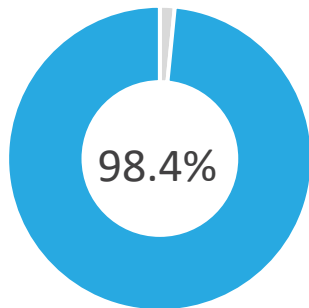
264 in ND & 35 in MN⁺

292 settlements achieved
7 in litigation

98% of owner groups have settled



Parcels

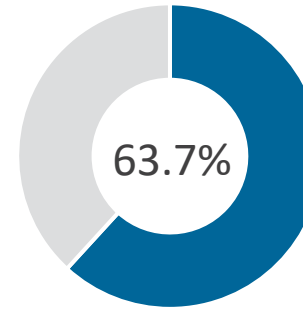


576 Parcels

567 settlements achieved
9 in litigation

98.4% of parcels have been acquired

UMA Footprint**

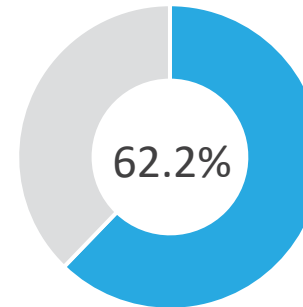


292 Owner Groups

223 in ND & 71 in MN⁺

186 settlements achieved
45 ongoing negotiations
70 in litigation

63.7% of owner groups have settled



651 Parcels

405 settlements achieved
82 ongoing negotiations
164 in litigation

62.2% of parcels have been acquired

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

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels

Key Activities



- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed 6 parcels / 3 owners in the UMA**
- **Completed the first eminent domain trial in Cass County**
- **Continuing the process of disposing of Excess Lands**
 - 46 parcels / 760.41 acres have been approved as Excess Lands
 - 8 parcels / 95.00 acres are moving through the Policy
 - 38 parcels / 665.41 acres have been sold or pending closing
 - Continuing efforts to dispose of the abandoned Rail Corridor in Horace, ND
 - Completed first auction of Excess Lands on July 22nd
- **Circulated final PRAM to state agencies and USACE**
- **Conducted a crop insurance meeting with producer focus group**

Land Agent Reports



CCJWRD

- Providing relocation advisory and claim preparation services for people that are moving
- Providing final walk-through assistance as needed
- Processing RIMP reimbursement requests
- Assisting with mediations and settlement negotiations
- Conducting negotiations for Sheyenne River Benching Project, City of Christine flowage easements, and Horace Mobility Improvements
- Working on property acquisition for cemetery mitigation work

MCCJPA

- Providing relocation advisory and claim preparation services to people that are moving
- Providing final walk-through assistance as needed
- Processing RIMP reimbursement requests
- Assisting with mediations and settlement negotiations
- Conducting negotiations for Wolverton flowage easements