

Board Agenda

Diversion Board of Authority

March 26, 2026 @ 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 the MFDA Board Meeting on February 26, 2026 [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. 27)
 - c. DA Board Approval Contracting Actions [Attachment 04.00] (Pg. 42)
 - i. AE2S Task Order 02, Amendment 0 [Attachment 04.01] (Pg. 44)
 - ii. Braun Intertec MSA, Amendment 0 [Attachment 04.02] (Pg. 47)
 - iii. Cass County Electric Coop Task Order 30, Amendment 0 [Attachment 04.03] (Pg. 49)
 - iv. WP52E – Clara Cemetery Award Recommendation [Attachment 04.04] (Pg. 51)
 - d. MOUs and Agreements [Attachment 05.00] (Pg. 54)
 - i. Clay County Permit and License Agreement [Attachment 05.01] (Pg. 56)
 - e. Sale of Excess Land Recommendations
 - i. OIN 7249 Excess Land Recommendation [Attachment 06.01] (Pg. 70)

REGULAR AGENDA:

5. Executive Director Update
 - a. Winnipeg O&M Trip
 - b. Minnesota Legislative Update
6. General Counsel Update
 - a. Resolution Establishing the Debris Removal and Restoration Sub-Committee [Attachment 07.00] (Pg. 77)

- b. WIFIA Update
 - 7. Project Updates
 - a. USACE Project Update [Attachment 08.00] (Pg. 82)
 - b. SWDCAI Project Update [Attachment 09.00] (Pg. 84)
 - c. Project Safety Update [Attachment 10.00] (Pg. 85)
 - d. P3 Monthly Update [Attachment 11.00] (Pg. 86)
 - e. Monthly Drone Footage Video
 - 8. Communications Team Update
 - 9. Land Management Update
 - a. Property Acquisition Status Report [Attachment 12.00] (Pg. 127)
 - 10. Finance Update
 - a. Sales Tax Update [Attachment 13.00] (Pg. 134)
 - 11. Other Business
 - a. Executive Director STEP Increase [Attachment 14.00] (Pg. 135)
 - b. Governance Policy Annual Review for GP 1, 2, & 3; ED/BRP 1 & 2; and OEP 1, 2 & 3 [Attachment 15.00] (Pg. 136)
 - c. Settlement Agreement Project Updates [Attachment 16.00] (Pg. 154)
 - 12. Public Comment – 15 minutes maximum. Each speaker is limited to three minutes.
 - 13. Next Meetings: April 23, 2026
 - 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 – February 26, 2026

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on February 26, 2026. 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; Rick Steen, Cass County Joint Water Resource District; Dave Piepkorn, Fargo City Commissioner; Lisa Borgen, Moorhead City Council; Denise Kolpack, Fargo City Commissioner; Jim Kapitan, Cass County Commissioner; Duane Breitling, Cass County Commissioner and Kevin Campbell, Clay County Commissioner.

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

1. CALL TO ORDER

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

**2. APPROVE THE MINUTES FROM THE JANUARY 2026, MFDA BOARD OF AUTHORITY MEETING
MOTION PASSED**

Ms. Kolpack moved to approve the minutes from the January 2026, meeting and Mr. Campbell seconded the motion. On a voice vote, the motion carried.

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

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

**4. APPROVE THE CONSENT AGENDA
MOTION PASSED**

Mr. Steen moved to approve the consent agenda as presented and Ms. Borgen seconded the motion. On a roll call vote, the motion carried.

5. EXECUTIVE DIRECTOR UPDATE

Mr. Benson reported that Mr. Nicholson, Mr. Shockley, Mayor Mahoney and himself made a visit to Washington, D.C., and had productive visits with Senator Hoeven and Representative Fedorchek as well as Senator Smith's, Senator Klobuchar's and Senator Cramer's staff members.

They met with Assistant Secretary of the Army, Adam R. Telle, regarding the "Building Infrastructure, Not Paperwork" initiative. The goal of the initiative is to shorten permitting timelines and reduce or eliminate extraneous regulations and paperwork that slows USACE's project and delivery programs.

They also had the opportunity to meet with Ryan A. Fisher, acting director of Civil Works, to discuss how Section 408 permitting and paperwork requirements could be minimized.

6. GENERAL COUNSEL UPDATE

Mr. Shockley reported that the first WIFIA draw was submitted on March 1, and the MFDA should receive payment on or about March 15th. The total loan value is \$569,000,000 and \$47,500,000 was submitted for the first draw.

7. PROJECT UPDATES

a. USACE Project Update

Ms. Williams provided the following USACE update:

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Completion date is 28 Oct 2025. Final inspections upcoming. Turnover to Sponsors for OMRRR delayed into 2026.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 99% complete. Completion date is 28 November 2025. Final inspections upcoming. Turnover to Sponsors for OMRRR delayed into 2026.

3 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 95% complete. Construction completion date is 30 April 2026. Embankment construction will resume in Spring 2026 and Red Zone meetings are being scheduled to prepare for construction completion.

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 2 December 2027. Contractor replanted areas disturbed by adjacent producers.

6 FY2024 Contract Awards - Construction

OHB Ring Levee: 98% complete. Construction acceptance occurred on 4 December 2025. Turnover to Sponsors for O&M occurred on 29 December 2025.

Reach SE-1B: 79% complete. CR16/17 area fully opened. Contract completion date will be extended into July 2026.

Reach SE-2B: 90% complete. TRM and turf establishment remain. CR16 crossing complete. Contract completion date is 23 October 2026.

Forest Mitigation #1: Planting/maintenance ongoing. Contract completion date is 31 Dec 2028.

Reach SE-4: 34% complete. Contract completion date is 15 October 2026.

7 FY2025 Contract Awards - Construction

SE-3: 40% complete. Contract completion date is 11 September 2026.

SE-5: 37% complete. 180th Ave S. is closed at the creek location through winter. Contract completion date is 8 September 2026.

Forest Mitigation #2: Planting/maintenance ongoing. Contract completion date is 31 Dec 2029.

8 FY2026 Contract Awards - Pending

Forest Mitigation #3: Bids received 29 January. Service contract award anticipated late-February 2026. Completion date will be December 2028.

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

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

10 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 the current work in progress, and the 30 and 60 day projected progress:

Progress Map Updates

- Rush River Inlet
- CR-22 Crossing
- CR-10 Crossing

30 to 60-Day Outlook

- BNSF KO
- Maple River Aqueduct

Misc. Updates

- Channel Excavation

c. Project Safety Update

Mr. Bakkegard provided the safety update for the period January 1 to January 31, 2026. He reported that it was a good month with three recordable events that required minor first aid treatment and there were no other incidents to report.

d. P3 Monthly Update

Mr. Bakkegard highlighted the payments made to the developer in the February P3 monthly update.

Summary of all Payments made to the Developer through January 2026

| | |
|-----------------------------------|---|
| Series A Advance Payment Invoices | \$78,105,148.40 |
| Series A & B Interim Completions | \$63,658,546.00 |
| SoP Section 22 Payments | \$20,000,000, upon execution of the SoP |
| ACRs | \$7,606,760.06 |
| DCRs | \$3,712,553.80 |
| DRB Members (50% share) | \$141,699.98, includes Polsinelli PC cost share |
| Grand Total | \$173,224,708.24 |

Pay Units Currently in Series A - Additional Milestone Advance Payments

| | |
|---------------------------------------|------------------------|
| Diversion Channel Reach 1 | \$29,781,551.00 |
| 38th Street W Crossing & improvements | \$5,205,660.00 |
| CR 22 Crossing | \$4,789,423.00 |
| Removal of the BNSF Hillsboro | |
| Subdivision Line Crossing Shoofly | \$1,358,017.60 |
| Removal of the BNSF Prosper | |
| Subdivision Line Crossing Shoofly | \$1,020,732.00 |
| Diversion Outlet | \$5,875,866.40 |
| Diversion Channel Reach 5 | \$30,073,898.40 |
| Total | \$78,105,148.40 |

The tables can be viewed in their entirety on the website at www.fmdiversion.gov. Please reach out to Mr. Barthel if you have any questions.

e. Monthly Drone Video

A video highlighting the progress that has been achieved in February 2026 was viewed.

8. COMMUNICATIONS TEAM UPDATE

Ms. Wieser Willson provided the following communications update:

PR/Media Relations:

- January construction update
- CR22 bridge opening
- Controlled burn
- KFGO on March 5

Newsletter:

- Technology focus
- 58.6% open rate
- 11% click rate
- Next issue: Engineering

Outreach/Legislative:

- February D.C. trip

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Mr. Fisher provided the following property acquisition status report:

Key Activities:

- **Continued negotiating settlement agreements for existing eminent domain actions**
 - Completed three (3) eminent domain trials in Cass County
 - Completed site inspections of Minnesota properties
 - Completed initial discovery hearing for the actions in Minnesota
 - Negotiated many settlements since completing the first trial
 - 9 pending settlement offers with property owners
- **In the last month, successfully closed 5 parcels / 3 owners in the UMA**
- **Closings are pending for:**
 - MN: 7 parcels / 2 owners
 - ND: 14 parcels / 8 owners
- **20,915 acres of flowage easements have been acquired, and 6,175 acres are outstanding**
- **The lands program team is continuing efforts to develop the MFDA's post operation debris clean-up and restoration programs and crops loss programs**
- **All Farmland Leases for 2026 have been setup with Pifer's Land Management**

Property Acquisition Progress:

- 98.4% completion in the Construction Footprint
- 65.2% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 65.2% of the parcels in the Upstream Mitigation Area have been acquired
- 79.3% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

10. FINANCE UPDATE

a. Finance Meeting Update

Mayor Dardis reported that the bills payable through February 17, 2026, in the amount of \$1,241,170, were approved and the current net cash position is \$222,683,405. Mayor Dardis also reported that Mr. Barthel provided an update on the WIFIA draws and recommended that they be monitored in the P3 finance report. Mayor Dardis reported that \$4,347,000, in sales tax revenue was received from the City of Fargo and \$2,272,000, was received from Cass County November 30, 2025.

MOTION PASSED

Mr. Piepkorn moved to approve the finance report as presented and Ms. Kolpack seconded the motion. On a voice vote, the motion carried.

11. OTHER BUSINESS

There was no other business to report.

12. PUBLIC COMMENT

There were no public comments.

13. NEXT MEETING

The next meeting will be on March 26, 2026.

14. ADJOURNMENT

The meeting adjourned at 3:55 PM.

**FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
February 28, 2026**

| | FM Diversion Project Fund | Budget Fund | Risk Sharing Fund | Grand Total |
|---------------------------|--------------------------------------|--------------------|------------------------------|-----------------------|
| Assets | | | | |
| Cash | \$ 169,862,902 | \$ 870,352 | \$ 10,000,000 | \$ 180,733,254 |
| Cash Horace 3.01 MIT | 4,600,215 | - | | 4,600,215 |
| Cash BRRWD | 9,349,387 | - | | 9,349,387 |
| Cash Held In Trust at BND | | | | |
| Excess Revenue Fund | 683,782 | - | - | 683,782 |
| Temp Debt Obligation Fund | 2,588,580 | - | - | 2,588,580 |
| Authority Loan Fund | 343,191 | - | | 343,191 |
| P3 Reserve Fund | 16,692,486 | - | - | 16,692,486 |
| SRF Loan Reserve Fund | 2,364,023 | | | 2,364,023 |
| Revenue Fund | 3,908 | | | 3,908 |
| Prepaid Expense | 2,270,319 | - | - | 2,270,319 |
| Refundable Deposit | 50,000 | | | 50,000 |
| Total assets | 208,808,792 | 870,352 | 10,000,000 | 219,679,144 |
| Liabilities | | | | |
| Vouchers payable | - | - | - | - |
| Retainage payable | 114,865 | - | - | 114,865 |
| Rent Deposit | 13,250 | - | - | 13,250 |
| Total liabilities | 128,115 | - | - | 128,115 |
| NET POSITION | \$ 208,680,677 | \$ 870,352 | \$ 10,000,000 | \$ 219,551,029 |

| Month Reported | Cash |
|-----------------------|----------------|
| Jan-26 | \$ 184,456,940 |
| Feb-26 | \$ 180,733,254 |
| Mar-26 | |
| Apr-26 | |
| May-26 | |
| Jun-26 | |
| Jul-26 | |
| Aug-26 | |
| Sep-26 | |
| Oct-26 | |
| Nov-26 | |
| Dec-26 | |

**Summary Of Expenses
EXP-2026-02**

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|----------------------------|--------------------|---------------------------|----------------|---------------------------|
| 770-7910-429.34-15 | 05/02/2026 | 351218 | Network Center Inc. | \$44.05 | DIVERSION IT SERVICES | V13801 | IT SERVICE AGREEMENT |
| | 26/02/2026 | 351699 | Network Center Inc. | \$662.13 | IT SERVICE AGREEMENT | V13801 | IT SERVICE AGREEMENT |
| Technical Services / Computer Services | | | | \$706.18 | | | |
| 770 Subtotal | | | | \$706.18 | | | |
| 790-0000-206.10-00 | 05/02/2026 | 351237 | Schmidt and Sons Inc. | \$13,498.75 | Retainage | V03817 | TO19-WP38C-OIN 1893, 9462 |
| | 12/02/2026 | 351377 | HOUGH INC | \$14,188.65 | PAY RETAINAGE | V13601 | TO23-WP38C OIN 840 |
| | 12/02/2026 | 351460 | Schmidt and Sons Inc. | \$4,947.50 | PAY RETAINAGE | V03820 | TO 07 - OIN 2010 |
| Retainage | | | | \$32,634.90 | | | |
| 790-0000-206.15-00 | 23/02/2026 | LT02260 | HOUGH INC | \$5,000.00 | REV 12.31.25 AP 2.12.26 | V13602 | TO13 - WP38C - OIN 9258 |
| | 23/02/2026 | LT02260 | HOUGH INC | \$1,883.75 | REV 12.31.25 AP 2.12.26 | V13604 | TO37-WP38C-OIN 7002 |
| | 23/02/2026 | LT14250 | HOUGH INC | (\$5,000.00) | 12.31.25 AP-02.12.26 CK | V13602 | TO13 - WP38C - OIN 9258 |
| | 23/02/2026 | LT14250 | HOUGH INC | (\$1,883.75) | 12.31.25 AP-02.12.26 CK | V13604 | TO37-WP38C-OIN 7002 |
| Retainage | | | | \$0.00 | | | |
| 790-7910-429.34-20 | 05/02/2026 | 351149 | C THREE MEDIA, LLC | \$9,933.26 | VIDEOGRAPHY SERVICES | V08601 | VIDEOGRAPHY |
| Technical Services / Marketing / Public Relat. | | | | \$9,933.26 | | | |
| 790-7910-429.34-56 | 24/02/2026 | EK02260 | City of Fargo | \$18,547.00 | FISCAL AGENT FEE - 02/26 | V05902 | MONTHLY FISCAL AGENT FEE |
| Technical Services / FMDA Fiscal Agent Fees | | | | \$18,547.00 | | | |
| 790-7910-429.43-50 | 19/02/2026 | JH022600 | ACONEX (North America) INC | \$83,581.05 | REV 12.31.25 PRPD-ANNUAL | V01401 | 8 Year Service Agreement |
| | 19/02/2026 | JH142500 | ACONEX (North America) INC | (\$83,581.05) | 12.31.25 PREPAID - ANNUAL | V01401 | 8 Year Service Agreement |
| Repair and Maintenance / Maintenance Service Contract | | | | \$0.00 | | | |
| 790-7915-429.38-99 | 05/02/2026 | 351255 | UNITED STATES GEOLOGIC | \$75,951.73 | WATER QUALITY MONITORING | V02203 | WATER QUALITY MONITORING |
| | 11/02/2026 | LT02260 | UNITED STATES GEOLOGIC | (\$75,951.73) | REV 12.31.25 AP 2.5.2026 | V02203 | WATER QUALITY MONITORING |
| | 10/02/2026 | LT14250 | UNITED STATES GEOLOGIC | \$75,951.73 | 12.31.25 AP-02.05.2026 CK | V02203 | WATER QUALITY MONITORING |
| Other Services / Other Services | | | | \$75,951.73 | | | |

Summary Of Expenses
EXP-2026-02

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|--|------------|--------------|---------------------------------|---------------------|---------------------------|----------------|---------------------------|
| 790-7930-429.33-05 | 05/02/2026 | 351134 | ADVANCED ENGINEERING I | \$108,880.62 | DIVERSION PROJECT | V00302 | PROGRAM MGMT SERVICES |
| | 26/02/2026 | 351643 | MOORE ENGINEERING INC | \$172,750.85 | #3 FLOOD CONTROL PROJECT | V10601 | CITY OF CHRISTINE MOU |
| | 27/02/2026 | LT02260 | MOORE ENGINEERING INC | (\$172,750.85) | REV 12.31.25 AP 2.26.26 | V10601 | CITY OF CHRISTINE MOU |
| | 27/02/2026 | LT14250 | MOORE ENGINEERING INC | \$172,750.85 | 12.31.25 AP-02.26.26 CK | V10601 | CITY OF CHRISTINE MOU |
| Other Services / Engineering Services | | | | \$281,631.47 | | | |
| 790-7930-429.33-25 | 26/02/2026 | 351643 | Swanson & Warcup | \$137.50 | INV 3823/3936 REQ# 21 | V10601 | CITY OF CHRISTINE MOU |
| | 27/02/2026 | LT02260 | Swanson & Warcup | (\$137.50) | REV 12.31.25 AP 2.26.26 | V10601 | CITY OF CHRISTINE MOU |
| | 27/02/2026 | LT14250 | Swanson & Warcup | \$137.50 | 12.31.25 AP-02.26.26 CK | V10601 | CITY OF CHRISTINE MOU |
| Other Services / Legal Services | | | | \$137.50 | | | |
| 790-7930-429.52-70 | 26/02/2026 | 351739 | Watts and Associates, Inc. | \$5,243.51 | CROP INSURANCE PROD DEV. | V06901 | CROP INSURANCE DEVELOPMN |
| Insurance / Crop Insurance | | | | \$5,243.51 | | | |
| 790-7930-429.62-51 | 26/02/2026 | 351641 | Cass County Electric Cooperativ | \$113.00 | CCEC HORACE ELEVATOR STMT | V01701 | ND LAND PURCH-OUT OF TOWN |
| Energy / Electricity | | | | \$113.00 | | | |
| 790-7930-429.73-20 | 05/02/2026 | 351237 | Schmidt and Sons Inc. | \$53,400.00 | PROPERTY STRUCTURE MITIGA | V03817 | TO19-WP38C-OIN 1893, 9462 |
| | 12/02/2026 | 351377 | HOUGH INC | (\$2,200.00) | PAYMENT 2 | V13601 | TO23-WP38C OIN 840 |
| | 12/02/2026 | 351377 | HOUGH INC | \$18,837.50 | WP-38C PROP MITIGATION | V13604 | TO37-WP38C-OIN 7002 |
| | 12/02/2026 | 351460 | Schmidt and Sons Inc. | \$14,750.00 | WP-38C PROP. MITIGATION | V03820 | TO 07 - OIN 2010 |
| | 26/02/2026 | 351718 | Schmidt and Sons Inc. | \$65,500.00 | WP-38C PROP. MITIGATION | V03830 | TO45-WP38C - OIN 1953 |
| | 11/02/2026 | LT02260 | Schmidt and Sons Inc. | (\$53,400.00) | REV 12.31.25 AP 2.5.2026 | V03817 | TO19-WP38C-OIN 1893, 9462 |
| | 23/02/2026 | LT02260 | HOUGH INC | (\$122,592.60) | REV 12.31.25 AP 2.12.26 | V13602 | TO13 - WP38C - OIN 9258 |
| | 23/02/2026 | LT02260 | HOUGH INC | (\$18,837.50) | REV 12.31.25 AP 2.12.26 | V13604 | TO37-WP38C-OIN 7002 |
| | 23/02/2026 | LT02260 | HOUGH INC | \$2,200.00 | REV 12.31.25 AP 2.12.26 | V13601 | TO23-WP38C OIN 840 |
| | 23/02/2026 | LT02260 | Schmidt and Sons Inc. | (\$14,750.00) | REV 12.31.25 AP 2.12.26 | V03820 | TO 07 - OIN 2010 |
| | 10/02/2026 | LT14250 | Schmidt and Sons Inc. | \$53,400.00 | 12.31.25 AP-02.05.2026 CK | V03817 | TO19-WP38C-OIN 1893, 9462 |
| | 23/02/2026 | LT14250 | HOUGH INC | (\$2,200.00) | 12.31.25 AP-02.12.26 CK | V13601 | TO23-WP38C OIN 840 |
| | 23/02/2026 | LT14250 | HOUGH INC | \$122,592.60 | 12.31.25 AP-02.12.26 CK | V13602 | TO13 - WP38C - OIN 9258 |
| | 23/02/2026 | LT14250 | HOUGH INC | \$18,837.50 | 12.31.25 AP-02.12.26 CK | V13604 | TO37-WP38C-OIN 7002 |
| | 23/02/2026 | LT14250 | Schmidt and Sons Inc. | \$14,750.00 | 12.31.25 AP-02.12.26 CK | V03820 | TO 07 - OIN 2010 |
| Infrastructure / Site Improvements | | | | \$150,287.50 | | | |

**Summary Of Expenses
EXP-2026-02**

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|------------------------|---------------------|---------------------------|----------------|-------------------------|
| 790-7930-429.73-70 | 12/02/2026 | 351377 | HOUGH INC | \$122,592.60 | WP-38C PROP. MITIGATION | V13602 | TO13 - WP38C - OIN 9258 |
| Infrastructure / Utilities | | | | \$122,592.60 | | | |
| 790-7940-429.33-06 | 05/02/2026 | 351145 | BRAUN INTERTEC CORP | \$9,896.80 | MATERIALS TESTING | V00407 | TASK ORDER #5 |
| | 11/02/2026 | LT02260 | BRAUN INTERTEC CORP | (\$9,896.80) | REV 12.31.25 AP 2.5.2026 | V00407 | TASK ORDER #5 |
| | 10/02/2026 | LT14250 | BRAUN INTERTEC CORP | \$9,896.80 | 12.31.25 AP-02.05.2026 CK | V00407 | TASK ORDER #5 |
| Other Services / Quality Testing | | | | \$9,896.80 | | | |
| 790-7940-429.34-50 | 12/02/2026 | JC202602 | City of Horace | \$29.40 | JAN 26 DIVIDEND/ADMIN FEE | V11602 | HORACE-ESCROW PFM FEES |
| Technical Services / Investment Management Svc | | | | \$29.40 | | | |
| 790-7941-429.33-05 | 26/02/2026 | 351644 | MOORE ENGINEERING INC | \$31,799.50 | COMSTOCK LAGOON PRJT | V10102 | LAGOON |
| Other Services / Engineering Services | | | | \$31,799.50 | | | |
| 790-7941-429.33-25 | 26/02/2026 | 351644 | Pemberton Law PLLP | \$4,714.00 | COMSTOCK REQ#20 PEMBERTON | V10102 | LAGOON |
| Other Services / Legal Services | | | | \$4,714.00 | | | |
| 790-7941-429.34-50 | 12/02/2026 | JC202602 | BUFFALO-RED RIVER WATE | \$42.53 | JAN 26 INT/ADMIN FEES | V08304 | BRRWD-ESCROW PFM FEES |
| Technical Services / Investment Management Svc | | | | \$42.53 | | | |
| 790-7941-429.38-99 | 26/02/2026 | 351644 | City of Comstock | \$73,500.00 | ROW EASEMENT ASKEGAARD | V10102 | LAGOON |
| | 26/02/2026 | 351644 | City of Comstock | \$48,150.00 | WETLANDS CREDITS PENDER | V10102 | LAGOON |
| | 26/02/2026 | 351644 | City of Comstock | \$1,650.59 | WETLAND BANK CREDIT FEES | V10102 | LAGOON |
| Other Services / Other Services | | | | \$123,300.59 | | | |
| 790-7950-429.33-06 | 05/02/2026 | 351145 | BRAUN INTERTEC CORP | \$7,192.75 | MATERIALS TESTING | V00405 | ENVIRO. CONSULTING SERV |
| | 12/02/2026 | 351315 | BRAUN INTERTEC CORP | \$76,993.50 | OBSERVATION & TESTING SRV | V00406 | TASK ORDER #4 |
| | 11/02/2026 | LT02260 | BRAUN INTERTEC CORP | (\$7,192.75) | REV 12.31.25 AP 2.5.2026 | V00405 | ENVIRO. CONSULTING SERV |
| | 23/02/2026 | LT02260 | BRAUN INTERTEC CORP | (\$76,993.50) | REV 12.31.25 AP 2.12.26 | V00406 | TASK ORDER #4 |
| | 10/02/2026 | LT14250 | BRAUN INTERTEC CORP | \$7,192.75 | 12.31.25 AP-02.05.2026 CK | V00405 | ENVIRO. CONSULTING SERV |
| | 23/02/2026 | LT14250 | BRAUN INTERTEC CORP | \$76,993.50 | 12.31.25 AP-02.12.26 CK | V00406 | TASK ORDER #4 |
| Other Services / Quality Testing | | | | \$84,186.25 | | | |
| 790-7950-429.33-25 | 27/02/2026 | EK14250 | Serkland Law Firm | \$5,555.00 | SERKLAND LAW FIRM | V05418 | FLOOD ACQUISITIONS |
| Other Services / Legal Services | | | | \$5,555.00 | | | |

**Summary Of Expenses
EXP-2026-02**

| Account Number | Check Date | Check Number | Vendor Name | Transaction Amount | Description | Project Number | Project Description |
|---|------------|--------------|---------------------------------|-----------------------|----------------------------|----------------|---------------------------|
| 790-7950-429.38-99 | 27/02/2026 | EK14250 | Camrud Maddock Olson Larson | \$1,956.70 | CAMRUD MADDOCK OLSON & LA | V05405 | LEVEE/FLOODWALL - BELMONT |
| Other Services / Other Services | | | | \$1,956.70 | | | |
| 790-7950-429.41-05 | 12/02/2026 | 351323 | Cass Rural Water | \$30.11 | CASS RURAL WATER DIV INLET | V05006 | DIVERSION INLET UTILITY |
| Utility Services / Water and Sewer | | | | \$30.11 | | | |
| 790-7950-429.73-52 | 13/02/2026 | EK02260 | Red River Valley Alliance LLC | \$1,316,948.00 | RECORD WIRE MILESTONE PMT | V11402 | MILESTONE PAYMENTS |
| | 24/02/2026 | EK02260 | Red River Valley Alliance LLC | \$7,625,964.80 | RECORD WIRE MILESTON PMT | V11402 | MILESTONE PAYMENTS |
| Infrastructure / Flood Control | | | | \$8,942,912.80 | | | |
| 790-7959-429.73-52 | 27/02/2026 | EK14250 | Sun Electric Inc. | \$9,462.00 | SUN ELECTRIC INC | V05433 | NR24B - LIFT STAT 11 & 57 |
| Infrastructure / Flood Control | | | | \$9,462.00 | | | |
| 790-7990-429.34-57 | 25/02/2026 | 4732 | BANK OF NORTH DAKOTA | \$18,547.00 | BND TRUSTEE FEE 2/2026 | V08502 | MONTHLY TRUSTEE FEE |
| Technical Services / FMDA Trustee Fees BND | | | | \$18,547.00 | | | |
| 790-7990-429.34-59 | 12/02/2026 | 351452 | Allegro Construction Services L | \$3,487.50 | TECH DRB CHAIR JOSEPH A | V11403 | DISPUTE RESOLUTION BOARDS |
| Technical Services / Outside Consultant | | | | \$3,487.50 | | | |
| 790-7998-555.90-81 | 24/02/2026 | EK02260 | Diversion Admin Budget Transfe | \$0.00 | ANNUAL ADMIN BDGT TRF-FEB | VADMIN | Diversion Administration |
| FMDA Admin. Budget Fund | | | | \$0.00 | | | |
| 790 Subtotal | | | | \$9,932,992.65 | | | |

| | | |
|---|-----------------------|----------------------------------|
| Total Amount Invoiced this period: | \$9,933,698.83 | |
| | \$32,634.90 | Less Paid Retainage |
| | \$9,901,063.93 | Total Less Paid Retainage |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|---|
| LAND PURCHASE | \$443,533,020.14 | \$443,533,020.14 | \$0.00 | Land Purchase |
| RED RIVER VALLEY ALLIANCE LLC | \$185,131,963.46 | \$185,131,963.46 | \$0.00 | P3 Developer payments |
| CH2M HILL ENGINEERS INC | \$170,151,045.01 | \$145,415,591.63 | \$24,735,453.38 | Project & Construction Management |
| HOUSTON-MOORE GROUP LLC | \$100,127,631.93 | \$86,754,362.76 | \$13,373,269.17 | Engineering Services |
| INDUSTRIAL BUILDERS INC | \$67,730,172.76 | \$67,619,887.76 | \$110,285.00 | 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 |
| NORTH DAKOTA PUBLIC FINANCE AUTHORIT | \$50,375,780.00 | \$50,375,780.00 | \$0.00 | Debt Service |
| KEY CONTRACTING INC | \$40,488,684.07 | \$40,488,684.07 | \$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 | \$29,625,360.24 | \$29,625,360.24 | \$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 | \$15,561,421.23 | \$484,676.02 | Lands Management and Public Outreach |
| DORSEY & WHITNEY LLP | \$14,025,894.82 | \$14,025,894.82 | \$0.00 | Legal Services |
| CASS COUNTY JOINT WATER RESOURCE DI | \$12,021,537.96 | \$12,021,537.96 | \$0.00 | O/H/B Ring Levee, DPAC, Postage, Miscellaneous |
| 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 |
| MOORE ENGINEERING INC | \$10,308,730.54 | \$8,148,480.53 | \$2,160,250.01 | Engineering Services |
| OKEEFE, OBRIAN, LYSON & FOSS LTD | \$9,962,512.68 | \$9,962,512.68 | \$0.00 | FLDBUY - COF Flood Home Buyouts |
| CITY OF FARGO | \$9,026,622.61 | \$9,020,983.86 | \$5,638.75 | Utility Relocation, Accounting Svcs, Interest on Deficit Funds |
| HOUSTON ENGINEERING INC | \$7,720,614.43 | \$7,720,614.43 | \$0.00 | Engineering Services |
| CASS RURAL WATER | \$7,508,281.20 | \$7,413,084.02 | \$95,197.18 | Utilities and Utility Relocation |
| SCHMIDT AND SONS INC. | \$6,854,844.98 | \$6,160,686.23 | \$694,158.75 | Residential Demolition in Oxbow |
| CASS COUNTY GOVERNMENT | \$6,797,804.75 | \$6,797,804.75 | \$0.00 | Gravel on County Rd 17 Bypass |
| ASHURST LLP | \$6,352,853.01 | \$6,352,853.01 | \$0.00 | PPP Legal Counsel |
| SRF CONSULTING GROUP | \$6,341,707.43 | \$4,094,217.16 | \$2,247,490.27 | Engineering Services |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------------|--|-------------------|--------------------------------|---|
| CASS COUNTY ELECTRIC COOPERATIVE | \$5,973,831.65 | \$4,720,941.47 | \$1,252,890.18 | Electrical Services |
| BRAUN INTERTEC CORP | \$5,872,385.41 | \$4,418,096.96 | \$1,454,288.45 | Materials Testing |
| NUSTAR PIPELINE OPERATING PARTNERSHIP | \$5,867,251.62 | \$5,867,251.62 | \$0.00 | Utility Relocation |
| MINNKOTA POWER COOPERATIVE | \$5,820,435.68 | \$1,698,465.67 | \$4,121,970.01 | Utility Relocation |
| ERNST & YOUNG | \$5,377,000.00 | \$5,087,828.40 | \$289,171.60 | P3 Financial Advisory Services |
| SELLIN BROS INC | \$4,487,126.94 | \$4,487,126.94 | \$0.00 | Riverwood Flood Risk Project - Construction |
| XCEL ENERGY-FARGO | \$4,004,762.30 | \$3,685,910.36 | \$318,851.94 | Utility Relocation |
| PROSOURCE TECHNOLOGIES, INC | \$3,873,908.66 | \$3,620,375.51 | \$253,533.15 | Land Acquisition Services |
| CENTURYLINK COMMUNICATIONS | \$3,743,515.79 | \$3,710,251.68 | \$33,264.11 | Utility Relocation |
| RILEY BROS | \$3,656,841.67 | \$3,656,841.67 | \$0.00 | Construction - OHB Ring Levee & WP-28A |
| BNSF RAILWAY CO | \$3,606,213.80 | \$3,606,213.80 | \$0.00 | Permits for In-Town Levee Projects |
| RED RIVER VALLEY & WESTERN RAILROAD C | \$3,589,388.46 | \$3,589,388.46 | \$0.00 | Railroad Facilities and the Rail Property |
| AON RISK SERVICES CENTRAL INC | \$3,508,446.49 | \$3,429,509.99 | \$78,936.50 | Risk Advisory Services P3 Pre-Award |
| PROGRAM ADVISOR SERVICES, LLC | \$3,409,228.39 | \$2,909,228.39 | \$500,000.00 | Program Consulting Services |
| CLAY COUNTY AUDITOR | \$3,267,192.13 | \$3,267,192.13 | \$0.00 | Property Taxes - MN |
| CROWN APPRAISALS | \$3,212,730.00 | \$2,850,225.40 | \$362,504.60 | Flowage Easements Valuation and Appraisal Services |
| 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 |
| MAGELLAN PIPELINE | \$2,852,375.85 | \$2,852,375.85 | \$0.00 | Utility Relocation |
| HOUGH INC | \$2,760,696.93 | \$2,419,949.43 | \$340,747.50 | Construction WP-42F.2 and Oxbow River Intake & Pumping Syst |
| HDR ENGINEERING, INC. | \$2,695,082.37 | \$2,258,990.70 | \$436,091.67 | Engineering Services |
| MINNESOTA DNR | \$2,636,755.60 | \$2,617,681.40 | \$19,074.20 | EIS Scoping and Permit Application |
| MASTER CONSTRUCTION CO INC | \$2,490,751.67 | \$2,490,751.67 | \$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 | \$2,366,855.72 | \$2,366,855.72 | \$0.00 | Excavation and Utilities |
| LANDWEHR CONSTRUCTION INC | \$2,304,622.16 | \$2,304,622.16 | \$0.00 | In-Town and WP-43 Demolition Contracts |
| ACONEX (NORTH AMERICA) INC | \$2,194,655.43 | \$2,039,939.46 | \$154,715.97 | Electronic Data Mgmt and Record Storage System |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------------------------|--|-------------------|--------------------------------|--|
| URS CORPORATION | \$1,805,670.90 | \$1,805,670.90 | \$0.00 | Cultural Resources Investigations |
| BANK OF NORTH DAKOTA | \$1,738,417.99 | \$1,738,417.99 | \$0.00 | Legal review fees |
| AECOM | \$1,692,603.43 | \$1,494,659.86 | \$197,943.57 | Cultural Resources Investigations |
| REINER CONTRACTING INC | \$1,599,646.21 | \$1,599,646.21 | \$0.00 | El Zagal Flood Risk Management |
| CASS COUNTY TREASURER | \$1,584,815.37 | \$1,584,815.37 | \$0.00 | Property Taxes |
| ULTEIG ENGINEERS INC | \$1,540,037.09 | \$1,493,803.59 | \$46,233.50 | Land Acquisition Services |
| LARKIN HOFFMAN ATTORNEYS | \$1,514,889.32 | \$1,514,889.32 | \$0.00 | Legal Services |
| WAGNER CONSTRUCTION INC. | \$1,417,840.62 | \$1,417,840.62 | \$0.00 | Utility Relocation |
| UNITED STATES GEOLOGICAL SURVEY | \$1,343,840.00 | \$986,162.73 | \$357,677.27 | Water Level Discharge Collection & Stage Gage Installation |
| 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 | \$1,092,092.17 | \$1,092,092.17 | \$0.00 | Utility Relocation |
| LINNCO, INC. | \$1,088,655.77 | \$912,828.11 | \$175,827.66 | House Demo and Removal |
| CITY OF HORACE | \$1,080,159.13 | \$1,080,159.13 | \$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 |
| CC STEEL, LLC | \$932,713.69 | \$932,713.69 | \$0.00 | Lift Station Improvements |
| 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 |
| UNITED STATES ENVIRONMENTAL PROTECTI | \$831,686.35 | \$831,686.35 | \$0.00 | WIFIA LOAN APPLCATION FEE |
| SPRINT COMMUNICATIONS COMPANY L.P. | \$812,034.58 | \$812,034.58 | \$0.00 | Fiber Optic Relocation |
| NEON LOON COMMUNICATIONS, LLC | \$805,681.47 | \$613,103.47 | \$192,578.00 | Communications Support |
| BORDER STATES PAVING, INC | \$762,980.64 | \$762,980.64 | \$0.00 | Street repairs |
| APEX ENGINEERING GROUP INC | \$762,004.12 | \$762,004.12 | \$0.00 | Engineering |
| RED RIVER VALLEY COOPERATIVE ASSOC | \$759,220.96 | \$691,680.96 | \$67,540.00 | Electricity - Home Buyouts |
| DAKOTA CARRIER NETWORK | \$727,348.58 | \$727,348.58 | \$0.00 | Utility Relocation |
| WATTS AND ASSOCIATES, INC. | \$722,307.44 | \$467,245.45 | \$255,061.99 | Crop insurance product development 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 |
| C THREE MEDIA, LLC | \$685,639.35 | \$620,888.37 | \$64,750.98 | Videography Services |
| JT LAWN SERVICE LLC | \$683,600.00 | \$673,600.00 | \$10,000.00 | Mowing and weed control |
| NORTHERN IMPROVEMENT COMPANY | \$682,385.59 | \$682,385.59 | \$0.00 | CR-17 asphalt paving |
| DIRT DYNAMICS | \$667,087.37 | \$667,087.37 | \$0.00 | HD18A1 - Oakcreek, Copperfield & Univerisy - Demo |
| COMPASS LAND CONSULTANTS, INC | \$643,189.43 | \$643,189.43 | \$0.00 | Property Appraisal Services |
| METROPOLITAN COUNCIL OF GOVERNMENTS | \$637,390.01 | \$637,390.01 | \$0.00 | Digital Aerial Photography |
| PCIROADS LLC | \$606,443.85 | \$0.00 | \$606,443.85 | I-29 Crack Repairs |
| 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 | \$574,957.29 | \$574,957.29 | \$0.00 | Utility Relocation |
| RJ ZAVORAL & SONS INC. | \$572,204.08 | \$572,204.08 | \$0.00 | Raymond Township Mobility Improvements |
| 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 | \$484,681.13 | \$484,681.13 | \$0.00 | Retention Projects - Engineering Services |
| RICK ELECTRIC INC | \$455,200.00 | \$455,200.00 | \$0.00 | Riverwood Flood Risk Project - Electrical |
| BEAVER CREEK ARCHAEOLOGY | \$452,970.25 | \$396,970.25 | \$56,000.00 | Engineering Services |
| 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 |
| DAWSON INSURANCE AGENCY | \$419,411.78 | \$419,411.78 | \$0.00 | Property Insurance - Home Buyouts |
| 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 |
| COMSTOCK CONSTRUCTION | \$362,057.70 | \$92,751.10 | \$269,306.60 | Maple River Benching Project |
| MVM CONTRACTING | \$339,448.03 | \$339,448.03 | \$0.00 | Fiber Relocation |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|------------------------------------|--|-------------------|--------------------------------|---|
| 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 |
| FEDERAL STEEL SUPPLY, INC. | \$307,378.00 | \$307,378.00 | \$0.00 | OHB - 42 inch steel pipe |
| STEFFL DRILLING & PUMP INC. | \$299,550.00 | \$60,450.00 | \$239,100.00 | Cass Rural Water Users District Reservoir A Wellfield |
| FUSION AUTOMATION INC. | \$290,209.31 | \$290,209.31 | \$0.00 | Electrical |
| GARY KILLEBREW | \$279,500.00 | \$279,500.00 | \$0.00 | Project Manager Services - Oxbow Country Club |
| TURMAN & LANG | \$277,139.55 | \$277,139.55 | \$0.00 | Legal Services |
| JR FERCHE INC. | \$277,004.58 | \$277,004.58 | \$0.00 | Water System Improvements |
| PLEASANT TOWNSHIP | \$276,716.74 | \$276,716.74 | \$0.00 | Building Permit Application |
| 702 COMMUNICATIONS | \$266,892.07 | \$266,892.07 | \$0.00 | Utility Relocation |
| LYLE WILKENS INC. | \$263,600.00 | \$0.00 | \$263,600.00 | Property Structure Mitigation |
| MLGC | \$255,160.03 | \$255,160.03 | \$0.00 | Utility Relocation |
| CDM SMITH INC. | \$255,000.00 | \$10,238.38 | \$244,761.62 | Financial Dispute Resolution Board |
| FORUM COMMUNICATIONS | \$250,010.54 | \$250,010.54 | \$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 |
| SERKLAND LAW FIRM | \$233,387.21 | \$233,387.21 | \$0.00 | Legal 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. SCEPANIAC, INC. | \$226,235.21 | \$226,235.21 | \$0.00 | ROADWAY RESHAPING & AGGREGATE SURFACING |
| AMERICAN ENTERPRISES, INC. | \$200,281.00 | \$200,281.00 | \$0.00 | Construction/Demolition |
| CITY OF OXBOW MOU | \$200,000.00 | \$200,000.00 | \$0.00 | Oxbow Park Relocation MOU Amendment |
| EXECUTIVE MANAGEMENT SYSTEMS, INC. | \$196,763.96 | \$196,763.96 | \$0.00 | Executive Coaching |
| 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 |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|---------------------------------|--|-------------------|--------------------------------|------------------------------------|
| 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 |
| SUN ELECTRIC INC. | \$166,000.00 | \$166,000.00 | \$0.00 | Lift Station Electrical Services |
| LANDVEST, INC. | \$160,000.00 | \$0.00 | \$160,000.00 | Appraisal services |
| EIDE BAILLY LLP | \$151,894.32 | \$151,894.32 | \$0.00 | Audit Services |
| PFM PUBLIC FINANCIAL MANAGEMENT | \$146,460.00 | \$146,460.00 | \$0.00 | Financial Advisor |
| S&P GLOBAL RATINGS | \$145,625.00 | \$145,625.00 | \$0.00 | Ratings Evaluation Service |
| DAILY NEWS | \$143,075.16 | \$143,075.16 | \$0.00 | Advertising Services |
| CHAPMAN AND CUTLER | \$140,000.00 | \$140,000.00 | \$0.00 | Legal Services |
| QUANTUM SPATIAL, INC. | \$139,061.35 | \$139,061.35 | \$0.00 | Digital Aerial Photography |
| MARCO TECHNOLOGIES | \$135,554.72 | \$127,714.41 | \$7,840.31 | IT Services |
| FUGRO USA LAND, INC. | \$130,396.52 | \$130,396.52 | \$0.00 | Digital Aerial Photography |
| CITY OF COMSTOCK | \$123,300.59 | \$123,300.59 | \$0.00 | Wetland Credits and ROW Easement |
| BALLARD SPAHR | \$121,500.00 | \$121,500.00 | \$0.00 | Fiscal Agent |
| COGENT COMMUNICATIONS | \$121,475.21 | \$60,737.61 | \$60,737.60 | Fiber Optic Relocation |
| SENTRY SECURITY, INC. | \$121,212.85 | \$121,212.85 | \$0.00 | Security Services |
| AFFINITEXT INC | \$118,630.00 | \$87,752.15 | \$30,877.85 | 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 |
| MAPLETON TOWNSHIP | \$112,288.70 | \$112,288.70 | \$0.00 | Lost tax revenue and attorney fees |
| 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 |
| DAVID CLARDY | \$105,215.05 | \$105,215.05 | \$0.00 | Home buyouts - easement |
| FLINT GROUP | \$105,020.00 | \$92,035.00 | \$12,985.00 | Website Services |

Cumulative Vendor Payments Since Inception (Paid Only)

| Vendor Name | Approved Contract/Invoiced Amount | Liquidated | Outstanding Encumbrance | Purpose |
|--------------------|--|---------------------------|--------------------------------|------------------------------------|
| WARREN TOWNSHIP | \$101,604.72 | \$101,604.72 | \$0.00 | SEEDING, ROAD REPAIR, DUST CONTROL |
| 163 Vendors | Report Totals: | \$1,514,840,894.29 | \$1,457,504,543.46 | \$57,336,350.83 |

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|-----------------------------|------------|-----------------|----------------------|--------------------------|-----------------|----------------------|
| BIOGEO | 431 | 267 | 131 | 92% | 33 | \$1,673,857 |
| BIOGEO | 300 | 266 | 1 | 89% | 33 | \$900,422 |
| HC | 131 | 1 | 130 | 100% | 0 | \$773,435 |
| CHANNEL | 721 | 501 | 217 | 100% | 3 | \$99,122,854 |
| DA_MOB_HORACE | 4 | 2 | 0 | 50% | 2 | \$0 |
| ENV | 1 | 0 | 0 | 0% | 1 | \$0 |
| HC | 272 | 55 | 217 | 100% | 0 | \$3,568,166 |
| LAP01 | 109 | 109 | 0 | 100% | 0 | \$7,872,311 |
| LAP02 | 97 | 97 | 0 | 100% | 0 | \$13,519,297 |
| LAP03 | 81 | 81 | 0 | 100% | 0 | \$23,021,827 |
| LEGACY | 157 | 157 | 0 | 100% | 0 | \$51,141,254 |
| DOWNSTREAM | 7 | 0 | 7 | 100% | 0 | \$0 |
| HC | 7 | 0 | 7 | 100% | 0 | \$0 |
| Habitat Improvem | 23 | 15 | 8 | 100% | 0 | \$354,144 |
| ENV | 5 | 5 | 0 | 100% | 0 | \$0 |
| Habitat_Shey | 10 | 10 | 0 | 100% | 0 | \$354,144 |
| HC | 8 | 0 | 8 | 100% | 0 | \$0 |
| MOBILITY | 123 | 0 | 1 | 1% | 122 | \$0 |
| DA_MOB37_MN | 51 | 0 | 0 | 0% | 51 | \$0 |
| DA_MOB37_ND | 19 | 0 | 0 | 0% | 19 | \$0 |
| DA_MOB38TH | 52 | 0 | 0 | 0% | 52 | \$0 |
| HC | 1 | 0 | 1 | 100% | 0 | \$0 |
| SEAILAND | 537 | 475 | 52 | 98% | 10 | \$102,342,215 |
| DRAIN 27 | 43 | 43 | 0 | 100% | 0 | \$23,877,374 |
| HC | 60 | 8 | 52 | 100% | 0 | \$458,806 |
| LEGACY | 138 | 138 | 0 | 100% | 0 | \$24,523,991 |
| SE_I29 | 6 | 6 | 0 | 100% | 0 | \$2,990,158 |
| SE-1 | 20 | 20 | 0 | 100% | 0 | \$6,259,028 |
| SE-1B | 6 | 6 | 0 | 100% | 0 | \$4,276 |
| SE-2A | 11 | 11 | 0 | 100% | 0 | \$3,978,681 |
| SE-2B | 84 | 84 | 0 | 100% | 0 | \$13,278,000 |
| SE-3 | 14 | 14 | 0 | 100% | 0 | \$1,078,007 |
| SE-4 | 71 | 64 | 0 | 90% | 7 | \$10,733,166 |
| SE-5 | 24 | 21 | 0 | 88% | 3 | \$973,621 |
| SE-INLET | 8 | 8 | 0 | 100% | 0 | \$2,952,107 |
| SE-RRCS | 37 | 37 | 0 | 100% | 0 | \$7,707,431 |
| SE-WRCS | 10 | 10 | 0 | 100% | 0 | \$445,069 |
| WP43B | 5 | 5 | 0 | 100% | 0 | \$3,082,500 |

Parcel (OIN) Physical Location Summary

| Project / Physical Location | Parcels | Acquired / Sold | Cancelled OIN's (HC) | PCT Acquired / Cancelled | Remaining OIN's | Cost To Date |
|-----------------------------|--------------|-----------------|----------------------|--------------------------|-----------------|----------------------|
| Sheyenne Mitigatio | 10 | 1 | 0 | 10% | 9 | \$3,000 |
| SheyMit | 10 | 1 | 0 | 10% | 9 | \$3,000 |
| WP36 | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WRDAM | 2 | 2 | 0 | 100% | 0 | \$2,750 |
| WP38 | 1,054 | 475 | 376 | 81% | 203 | \$144,368,604 |
| HC | 380 | 4 | 376 | 100% | 0 | \$1,283,123 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$759,198 |
| UMA | 582 | 458 | 0 | 79% | 124 | \$142,091,880 |
| UMA-C | 59 | 4 | 0 | 7% | 55 | \$38,567 |
| UMA-W | 14 | 3 | 0 | 21% | 11 | \$195,835 |
| UMA-W2 | 13 | 0 | 0 | 0% | 13 | \$0 |
| WP40 | 18 | 8 | 10 | 100% | 0 | \$48,923 |
| DRAYTON | 7 | 7 | 0 | 100% | 0 | \$48,923 |
| HC | 10 | 0 | 10 | 100% | 0 | \$0 |
| LEGACY | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP42 | 66 | 49 | 4 | 80% | 13 | \$37,850,061 |
| HC | 4 | 0 | 4 | 100% | 0 | \$0 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$18,014,935 |
| WP42 | 56 | 43 | 0 | 77% | 13 | \$19,835,126 |
| WP43 | 267 | 121 | 146 | 100% | 0 | \$80,365,160 |
| Non-OIN Hard Land Cost | 0 | 0 | 0 | 0% | 0 | \$22,598,547 |
| HC | 147 | 1 | 146 | 100% | 0 | \$500 |
| LEGACY | 6 | 6 | 0 | 100% | 0 | \$3,589,519 |
| WP43A | 1 | 1 | 0 | 100% | 0 | \$0 |
| WP43B | 11 | 11 | 0 | 100% | 0 | \$2,505,237 |
| WP43C | 74 | 74 | 0 | 100% | 0 | \$45,137,160 |
| WP43D | 14 | 14 | 0 | 100% | 0 | \$5,271,226 |
| WP43D5 | 5 | 5 | 0 | 100% | 0 | \$1,175,055 |
| WP43G | 9 | 9 | 0 | 100% | 0 | \$87,915 |
| Totals | 3,259 | 1,914 | 952 | 88% | 393 | \$466,131,567 |

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of February 28, 2026

| 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 | - | - | (67,650.00) | 4,235,137.22 |
| Easements - Piezometer | | 259,765.00 | - | - | - | 259,765.00 |
| Easements - Minesota | | 1,542,370.79 | - | - | - | 1,542,370.79 |
| Farmland Purchases | | 326,593,272.25 | - | 5,109,571.44 | (21,438,976.36) | 183,528,927.21 |

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of February 28, 2026**

| Property Address | Purchase Date | Purchase Price | Earnest Deposit | Relocation Assistance | Sale Proceeds | Total |
|---|---------------|----------------|-----------------|------------------------------------|-----------------|-----------------------|
| Land Purchases | | 191,333,954.66 | - | 2,563,701.41 | (10,395,728.86) | 183,528,927.21 |
| 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 Township 138 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 the 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 | | | | |
| Lots 5, 7, and 8, Block 2 of River Shore Subdivision a part of Government Lots 5, 6, and 7 of Section 7, Township 137 North, Range 48 West, Cass County, North Dakota | 9/4/2025 | 1,206,677.74 | | | | |
| That part of Auditor's Lot No. 1 of the Southwest Quarter of Section 36, Township 138 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota | 10/30/2025 | 24,800.00 | | | | |
| S1/2 N1/2 OF NE1/4, Sec 16, 137N, 49W, Cass County, ND | 10/30/2025 | 99,500.00 | | | | |
| That part of Government Lot 3 and the Southeast Quarter of the Northwest Quarter of Section 3, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; and That part of Government Lot 3, Section 3, Township 137 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota | 1/29/2026 | 97,061.72 | | | | |
| | | 391,428,251.68 | - | 39,880,699.23 | (21,884,334.23) | 409,424,616.68 |
| | | | | Property Management Expense | | 12,516,049.67 |
| | | | | Grand Total | \$ | 421,940,666.35 |

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of February 28, 2026**

| 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 | \$ 42,874,195.00 | \$ 42,874,195.00 |
| 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>\$ 193,962,347.72</u> | <u>\$ 192,744,908.21</u> |

State Revolving Fund (SRF) Status Report
As of 02/28/2026

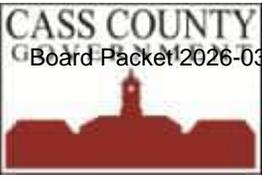
| | | |
|-----------------------------|----|---------------|
| Total Authorized | \$ | 51,634,000.00 |
| Funds Received to Date | \$ | 33,363,791.16 |
| Available Balance Remaining | \$ | 18,270,208.84 |

| 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 | \$ 2,561,871.66 | 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 |
| 15 | 1-JUN 2025 through 30-JUN 2025 | \$ 1,361,370.25 | 05-Sep-25 |
| 16 | 1-Sept 2025 through 30-Sept 2025 | \$ 98,376.78 | 27-Oct-25 |
| 17 | 1-Oct 2025 through 31-Oct 2025 | \$ 1,515,889.39 | 17-Nov-25 |
| | | \$ 34,879,680.33 | |

| 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 | \$ 2,539,299.19 | 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 | \$ 2,561,871.66 | 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 |
| 14 | 1-Nov 2024 through 31-May 2025 | \$ 3,883,134.00 | 11-Aug-25 |
| 15 | 1-Jun-2025 through 30-Jun 2025 | \$ 1,361,370.25 | 18-Sep-25 |
| 16 | 1-Sept 2025 through 30-Sept 2025 | \$ 98,377.00 | 23-Jan-26 |
| Total | | \$ 33,363,791.16 | |

Finance Committee Bills from March 2026

| Vendor | Description | | |
|---|---|----|---------------------|
| Cass County Joint Water Resource District | Diversion bills – Request #139 CCJWRD | \$ | 933,414.99 |
| Clay County | Diversion bills – Request #63 MCCJPA | \$ | 165,888.75 |
| Ohnstad Twichell, P.C. | Legal services rendered through February 21, 2026 | \$ | 149,681.60 |
| City of Comstock | Reimburse engineering costs related to MOU | \$ | 25,207.00 |
| City of Fargo | Reimburse complementary in-town flood projects | \$ | 9,659.70 |
| Rush River Water Resource District | Reimburse legal & engineering costs related to MOU | \$ | 6,936.75 |
| Cass County | Reimburse misc expenses from Diversion Authority office | \$ | 3,642.22 |
| Maple River Water Resource District | Reimburse legal & engineering costs related to MOU | \$ | 3,302.00 |
| Larkin Hoffman | Legal services rendered through February 28, 2026 | \$ | 1,045.00 |
| Total Bills Received through March 17, 2026 | | \$ | <u>1,298,778.01</u> |



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

March 12, 2026

Ken Lougheed
Chairman
Leonard, North
Dakota

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

Keith Weston
Manager
Gardner, North Dakota

Greetings:

RE: Metro Flood Diversion Project

Gerald Melvin
Manager
Fargo, North Dakota

Enclosed please find copies of bills totaling \$933,414.99 regarding the above-mentioned project.

Jacob Gust
Manager
Fargo, North Dakota

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

Rick Steen
Manager
Fargo, North Dakota

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

Thank you.

Melissa Hinkemeyer
Director, Secretary

Sincerely,

Melissa Hinkemeyer
Treasurer

CASS COUNTY JOINT WATER RESOURCE DISTRICT

1201 Main Avenue West
West Fargo, ND 58078-1301

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

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

| METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES | | | | | | | 3/12/2026 |
|---|--------------|-------------|-------------|-------------|------------------------|---|-----------|
| Invoice Paid | Invoice Date | Invoice No. | Project No. | Amount | Vendor | Description | |
| | | | | (524.14) | Cass County Government | OIN 831 - Road Purchase from Divers | |
| | | | | (3.75) | The Title Company | Overage OIN 8466 Estate of Sharon Denee Schultz | |
| | | | | (14,741.53) | The Title Company | Excess Land Sale OIN 9347 - Levi Jordheim and India Jordheim | |
| | | | | (39,750.00) | The Title Company | Excess Land Sale OIN 7004 - Tanner Perhus and Caitlin Perhus | |
| | | | | (17,057.67) | The Title Company | Refund on Interest for OIN 9993, 9994 Robert Mitchell RIMP | |
| | | | | (453.79) | Cass County Government | Refund for overpayment on County Taxes - discounts were given after we sent them over for approval see list | |
| 2/27/2026 | 2/24/2026 | 213659 | | 9,648.00 | Ohnstad Twichell, PC | Diversion Right of Way Acquisition | |
| 2/27/2026 | 2/24/2026 | 213655 | | 15,955.00 | Ohnstad Twichell, PC | Upstream Mitigation Area | |
| 2/27/2026 | 2/24/2026 | 213660 | | 969.00 | Ohnstad Twichell, PC | Basin Project 2009 - Diversion | |
| 2/27/2026 | 2/24/2026 | 231627 | | 102.00 | Ohnstad Twichell, PC | I-29 Grade Raise | |
| 2/27/2026 | 1/27/2026 | 212234 | | 2,176.50 | Ohnstad Twichell, PC | ASN Enchroachment | |
| 2/24/2026 | 1/27/2026 | 212265 | | 7,577.50 | Ohnstad Twichell, PC | Diversion Right of Way Acquisition | |
| 2/24/2026 | 1/27/2026 | 212262 | | 14,411.00 | Ohnstad Twichell, PC | Upstream Mitigation Area | |
| 2/24/2026 | 1/27/2026 | 212264 | | 1,122.00 | Ohnstad Twichell, PC | Diversion Auth AGMT - Drains | |
| 2/27/2026 | 2/11/2026 | 211571 | | 266.50 | Ohnstad Twichell, PC | Anderson, Stanley D & Terri Rae (OIN 1896 & 2052) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211572 | | 228.00 | Ohnstad Twichell, PC | Brakke, Michael D. ET ALL (OIN 1964) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211573 | | 1,536.00 | Ohnstad Twichell, PC | MKRM Trust, ET AL (OIN 1997) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211574 | | 94.00 | Ohnstad Twichell, PC | Cossette, Donald Robet ED OIN 2361 | |
| 2/27/2026 | 2/11/2026 | 211575 | | 196.50 | Ohnstad Twichell, PC | Brakke Michael & Laurie OIN 845 | |
| 2/27/2026 | 2/11/2026 | 211576 | | 3,250.00 | Ohnstad Twichell, PC | Askegaarde Robert, R. (OIN 1950, 1963, 1966) Eminent Domian Action | |
| 2/27/2026 | 2/11/2026 | 211577 | | 100.50 | Ohnstad Twichell, PC | Brakke, Paul E. (OIN 1974 & 1976) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211578 | | 4,553.25 | Ohnstad Twichell, PC | Hertsgaard Family LLLP OIN 2042 | |
| 2/27/2026 | 2/11/2026 | 211579 | | 796.00 | Ohnstad Twichell, PC | Erickson, Jeff & Jaye (OIN 2025) Eminent Domian Action | |
| 2/27/2026 | 2/11/2026 | 211580 | | 94.00 | Ohnstad Twichell, PC | Cossette, Marjorie Ann (OIN 1947 & 1948) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211581 | | 759.00 | Ohnstad Twichell, PC | Duchscherer, Brian & Kelly OIN 9416 & 1885) ED | |
| 2/27/2026 | 2/11/2026 | 211582 | | 69.00 | Ohnstad Twichell, PC | Turner, Scott & Vicki OIN 5028 ED | |
| 2/27/2026 | 2/11/2026 | 211583 | | 3,619.50 | Ohnstad Twichell, PC | Brakke, Steve & Colleen OIN 1920, 1933, 1934 & 1939 ED | |
| 2/27/2026 | 2/11/2026 | 211584 | | 276.00 | Ohnstad Twichell, PC | Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211585 | | 3,382.48 | Ohnstad Twichell, PC | Aaland Law Open Records Reqeust | |
| 2/27/2026 | 2/11/2026 | 211586 | | 994.50 | Ohnstad Twichell, PC | Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action | |
| 2/27/2026 | 2/11/2026 | 211587 | | 1,518.00 | Ohnstad Twichell, PC | Carlson, Aaron & Katie J. ED OIN 2040, 2184 | |
| 2/27/2026 | 2/11/2026 | 211588 | | 1,423.00 | Ohnstad Twichell, PC | Luecke, John & Kathleen OIN 2046, 2047 & 2183 | |
| 2/27/2026 | 2/11/2026 | 211589 | | 92.00 | Ohnstad Twichell, PC | Sheyenne Benching Project | |
| 2/27/2026 | 2/11/2026 | 211590 | | 18,769.00 | Ohnstad Twichell, PC | 2025 Consolidated Action | |
| 2/18/2026 | 2/4/2026 | 870417 | | 2,920.00 | Larkin Hoffman | Richland/Cass Cos./Application for Permit to Enter Land | |
| 2/18/2026 | 2/4/2026 | 870421 | | 200.00 | Larkin Hoffman | Kopp, Alan & June Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870424 | | 160.00 | Larkin Hoffman | Alm, Melvin (John) and Ricky Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870428 | | 2,640.00 | Larkin Hoffman | Hayes ED | |
| 2/18/2026 | 2/4/2026 | 870419 | | 440.00 | Larkin Hoffman | Israelson, Gary and Nancy Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870425 | | 840.00 | Larkin Hoffman | Christianson, Charlie/Shirley/Douglas/Darlene Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870420 | | 360.00 | Larkin Hoffman | Kalinowski, Matthew and Stephanie Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870427 | | 600.00 | Larkin Hoffman | Becca Saunders | |
| 2/18/2026 | 2/4/2026 | 870418 | | 160.00 | Larkin Hoffman | Israelson Land Partnership, LLLP Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870423 | | 360.00 | Larkin Hoffman | Nelson, Jeff and Char Flowage Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870426 | | 920.00 | Larkin Hoffman | Timothy & Sharon Schultz ED | |
| 2/18/2026 | 2/4/2026 | 870422 | | 80.00 | Larkin Hoffman | Nelson Trust (Curtis and Ellen, Trustees _ Flowagw Easement Acquisition | |
| 2/18/2026 | 2/4/2026 | 870429 | | 276.50 | Larkin Hoffman | Stuart T and Laverna Ystebo LLLP (OINs 1451-53; 1466; and 1494) | |
| 2/27/2026 | 2/12/2026 | SIN007675 | | 5,120.75 | Moore Engineering | FM Diversion - Design Coordination | |
| 3/2/2026 | 2/16/2026 | 1200802348 | | 3,482.86 | HDR Engineering | ROW Acquisitions Davis, Brooke Josephina,- Olafson, Stefan H (oly) Witworth, Wade G, Kaffar, Lee W, Kaffar Kelsey Ann | |
| 2/13/2026 | 1/21/2026 | ARIV1081648 | | 405.00 | Ulteig Operations, LLC | Condemnation ROW 12/1/25-12/31/25 | |



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

March 12, 2026
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 is credit for MCCJPA rent received and 2025 disbursement from The Pifer Group. All requests were approved or authorized by the Diversion Authority. The current invoice/expense reimbursement request is as follows:

| | |
|---------------------------------|-------------------|
| Metro Flood Diversion Expense | \$207,980.15 |
| The Pifer Group | \$ -41,591.40 |
| Rent Received credit | <u>\$ -500.00</u> |
| Total Reimbursement Request | \$165,888.75 |

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

| FM Diversion MCCJPA invoices | | | | | Processed | | | |
|------------------------------|--------------|-----------------------------------|----------------|-----------|---------------|-----------|---------|---------------|
| Vendor | Invoice Date | Invoice Description | Invoice Amount | Invoice # | Date Approved | Date Paid | Check # | Reimb Request |
| Clay County Union | 1/12/26 | MCCJPA meeting 1/12 | \$30.00 | 3177 | 2/17/26 | 2/25/26 | 573341 | 3/12/2026 |
| The Title Co | | flowage easement m & l miller | \$146,414.55 | | | 2/26/26 | 907954 | 3/12/2026 |
| Crown Appraisals, Inc. | 2/4/26 | svc oin 5170,5174,5188 | \$18,500.00 | 5319 | 2/18/26 | 3/4/26 | 129565 | 3/12/2026 |
| Dan Wogsland | 1/29/26 | commissioner reimbursement | \$1,077.16 | | 2/2/26 | 3/4/26 | 129626 | 3/12/2026 |
| Larkin Hoffman | 2/4/26 | Prof svcs thru 1/31/26 | \$3,000.00 | 870434 | 2/17/26 | 3/4/26 | 129583 | 3/12/2026 |
| Larkin Hoffman | 2/4/26 | Prof svcs thru 1/31/26 | \$2,962.50 | 870433 | 2/26/26 | 3/4/26 | 129583 | 3/12/2026 |
| Ohnstad Twichell | 2/4/26 | Upstream mitigation | \$15,445.88 | 211914 | 2/16/26 | 3/4/26 | 573443 | 3/12/2026 |
| Ohnstad Twichell | 2/4/26 | eminent domain wilkin | \$12,169.38 | 211916 | 2/16/26 | 3/4/26 | 573443 | 3/12/2026 |
| Ohnstad Twichell | 2/4/26 | eminent domain clay | \$2,730.00 | 211915 | 2/16/26 | 3/4/26 | 573443 | 3/12/2026 |
| Ohnstad Twichell | 2/4/26 | aaland law data practices request | \$2,407.48 | 211918 | 2/16/26 | 3/4/26 | 573443 | 3/12/2026 |
| Ohnstad Twichell | 2/4/26 | general | \$370.20 | 212624 | 2/16/26 | 3/4/26 | 573443 | 3/12/2026 |
| Lake Region Electric Coop | 2/5/26 | svc 1007 100th ave | \$49.71 | | 3/6/26 | 3/11/26 | 129765 | 3/12/2026 |
| Leslie Roos | 1/31/26 | commissioner reimbursement | \$2,761.01 | | 3/6/26 | 3/11/26 | 129794 | 3/12/2026 |
| Red River Valley Coop | 2/3/26 | svc 818 170th Ave S | \$62.28 | | 3/6/02 | 3/11/26 | 573606 | 3/12/2026 |
| BCSS, LLC | 2/19/26 | land rent 3348 180th Ave S | -\$500.00 | 151555 | | | 151555 | 3/12/2026 |
| The Pifer Group | 2/27/26 | 2025 Disbursement | -\$41,591.40 | 151616 | | | 151616 | 3/12/2026 |

\$165,888.75

Attorneys at Law

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

Flood Diversion Board
 Bond Counsel Work - PPP

Date: March 9, 2026

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

| PROFESSIONAL SERVICES RENDERED | | | |
|---------------------------------------|--------------|-------------|---------------------|
| | Hours | Rate | Totals |
| JTS | 192.7 | \$416.00 | \$82,475.60 |
| LDA | 14.1 | \$410.00 | \$5,922.00 |
| KJS | 22.7 | \$410.00 | \$9,534.00 |
| ABG | 1.9 | \$375.00 | \$788.50 |
| KJM | 55.9 | \$385.00 | \$23,198.50 |
| TJF | 5.7 | \$300.00 | \$1,966.50 |
| ASM | 22.3 | \$270.00 | \$6,690.00 |
| AJR | 15.8 | \$270.00 | \$4,740.00 |
| CRR | 12.8 | \$235.00 | \$3,264.00 |
| LDS | 11.1 | \$235.00 | \$2,830.50 |
| Total Fees: | 355.0 | | \$141,409.60 |
| NDRIN | | | \$22.00 |
| Prof Services | | | \$8,250.00 |
| Total Expenses: | | | \$8,272.00 |
| Grand Total | | | \$149,681.60 |

| | | Rates |
|-----|--|--------------|
| JTS | John T. Shockley, Partner, Supervising Attorney | \$428.00 |
| CMM | Christopher M. McShane, Partner | \$420.00 |
| ADC | Andrew D. Cook, Partner | \$420.00 |
| SNW | Sarah M. Wear, Partner | \$420.00 |
| LDA | Lukas D. Andrud, Partner | \$420.00 |
| KJS | Katie J. Schmidt, Partner | \$420.00 |
| MWM | Marshall W. McCullough, Partner | \$420.00 |
| TJL | Tyler J. Leverington, Partner | \$420.00 |
| LWC | Lukas W. Croaker, Partner | \$420.00 |
| BTB | Brent T. Boeddeker, Partner | \$420.00 |
| DCP | David C. Piper, Partner | \$420.00 |
| JRS | J.R. Strom, Partner | \$420.00 |
| ABG | Alexander B. Gruchala, Associate | \$415.00 |
| KJM | Kathryn J. McNamara, Associate | \$415.00 |
| SJH | Stephen J. Hilfer, Associate | \$380.00 |
| TJF | Tiffany J. Findlay, Associate | \$345.00 |
| MAN | Morgan A. Nyquist, Associate | \$330.00 |
| CRM | Cassandra R. Molivigny, Associate | \$310.00 |
| RAK | Roman A. Knudsvig, Associate | \$310.00 |
| ASM | Avi S. Mann, Associate | \$300.00 |
| JS | Joshua R. Schell, Associate | \$275.00 |
| CA | Camila Almonacid, Law Clerk | \$190.00 |
| KGB | Keigan G. Bannerman, Law Clerk | \$190.00 |
| CAS | Carol A. Stillwell, Paralegal | \$300.00 |
| AJR | Andrea J. Roman, Paralegal | \$300.00 |
| CRR | Christie R. Rust, Paralegal | \$255.00 |
| TWS | Tim W. Steuber, Paralegal | \$255.00 |
| MRH | Meghan R. Hockert, Paralegal | \$255.00 |
| DLR | Dena L. Ranum, Paralegal | \$225.00 |
| ATW | Amy T. White, Paralegal | \$225.00 |
| LDS | Lynne D. Spaeth, Paralegal | \$255.00 |
| DMS | Dawn M. Schaefer, Legal Administrative Assistant | \$170.00 |

PROFESSIONAL SERVICES RENDERED

| 15-1395 JTS Invoice # 00071/213294 Flood Diversion Board | | Bond Counsel Work - P3 |
|--|--|------------------------|
| FILE NUMBER | MATTER DESCRIPTION | INVOICE - TOTAL FEES |
| 151395-1 | General Topics | \$40,227.10 |
| 151395-4 | Public Finance Issues | \$713.30 |
| 151395-5 | Consultant Contract Review/Development | \$1,241.20 |
| 151395-9 | Environmental Permitting Issues/NEPA | |
| 151395-12 | USACE Interface/Questions | \$540.00 |
| 151395-13 | Third Party Utility MOU's | \$19,133.00 |
| 151395-17 | EPA WIFIA Loan | \$5,958.80 |
| 151395-24 | P3 Implementation | \$64,036.40 |
| 151395-27 | UMA/Utility Review | \$462.00 |
| 151395-30 | Dispute Review Board Matters | \$5,902.30 |
| 151395-32 | 2027 Subord Sales Tax Bond | \$3,195.50 |
| TOTAL | | \$141,409.60 |

*exp only

City of Comstock, MN - SUMMARY OF INVOICING
Comstock Lagoon Project **Reimbursement Request #21**
March 17, 2026

| <u>Item No.</u> | <u>Vendor</u> | <u>Invoice Date</u> | <u>Invoice #/ Document Name</u> | <u>Invoice Amount</u> |
|-----------------|--------------------------------------|---------------------|-------------------------------------|-----------------------|
| 1. | <u>Engineering Fees</u> | | | |
| 1.1 | Moore Engineering, Inc. | 2/26/2026 | SIN007844 | \$25,207.00 |
| | Total Moore Engineering, Inc. | | | \$25,207.00 |

Total Invoiced This Reimbursement Request **\$25,207.00**



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

March 5, 2026

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting request ~~#52~~^{#53} for reimbursement of invoices paid totaling \$9,659.70. These costs are for work on complementary in-town flood protection projects for costs paid in February 2026 for work completed in 2025.

Project Narrative, this request:

| Project Number | Project Description | Amount |
|----------------|---------------------------------|-------------------|
| NR25D | Storm Lift Rehab - #41 & 42 | 9,659.70 |
| | | |
| | Total Expense for Period | \$9,659.70 |

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

Sincerely,

Wyatt Papenfuss
Finance Manager

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
Period 14, 2025

| Project Number | AP Project Description | Account Number | Description | AP Transaction Amount | Payment Number | AP Invoice Number | Payment Date | Vendor Name | Accounting Period Mo | Accounting Period Y | Bookmarked Invoice |
|----------------------------|------------------------|----------------|---------------------|-----------------------|----------------|-------------------|--------------|-------------------------|----------------------|---------------------|--------------------|
| NR25D0 | STRM LFT RHAB-#41 & 42 | 46035305103305 | Construction | 9,634.50 | 351192 | NR25D0 #8 001 | 02/05/2026 | HOUSTON ENGINEERING INC | 14 | 2025 | 1 |
| NR25D0 | STRM LFT RHAB-#41 & 42 | 46035305103305 | Project Development | 25.20 | 351192 | NR25D0 #8 002 | 02/05/2026 | HOUSTON ENGINEERING INC | 14 | 2025 | 1 |
| 460-3530-510.33-05 - Total | | | | 9,659.70 | | | | | | | |
| NR25D0 - Total | | | | 9,659.70 | | | | | | | |
| Overall - Total | | | | 9,659.70 | | | | | | | |



Rush River
Water Resource
District

SENT VIA EMAIL

William A. Hejl
Chairman
Amenia, North Dakota

February 25, 2026

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 \$6,936.75 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, Secretary

Melissa Hinkemeyer
Director

Amy Hepper
Treasurer

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
www.casscountynд.gov



INVOICE: INV012693

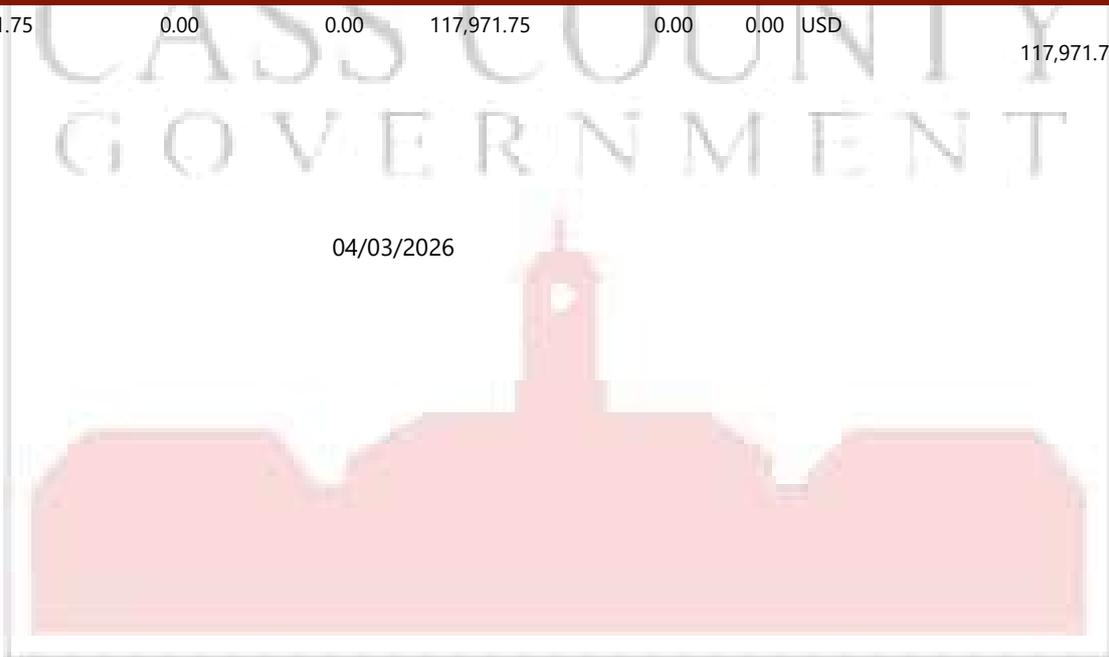
Date 03/04/2026
 Invoice account 198

CITY OF FARGO
 PO BOX 2083
 FARGO, ND 58107-2083

| Description | Quantity | Unit price | Amount |
|-------------------------|----------|------------|------------|
| DIVERSION FEB26 PAYROLL | 1.00 | 114,329.53 | 114,329.53 |
| DIVERSION FEB26 MISC | 1.00 | 3,642.22 | 3,642.22 |

| Sales subtotal amount | Total discount | Total charges | Net amount | Sales tax | Round-off | Currency | Total |
|-----------------------|----------------|---------------|------------|-----------|-----------|----------|------------|
| 117,971.75 | 0.00 | 0.00 | 117,971.75 | 0.00 | 0.00 | USD | 117,971.75 |

Due date 04/03/2026



Please detach and send this copy with remittance.

MAKE CHECK PAYABLE TO:

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

Invoice: **INV012693**
 Date: 03/04/2026
Total: 117,971.75

Name: CITY OF FARGO
 Account #: 198
Due date 04/03/2026



Maple River
Water Resource
District

SENT VIA EMAIL

March 11, 2026

Gerald Melvin
Chairman
Buffalo, North Dakota

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

Chad Miller
Manager
Buffalo, North Dakota

Greetings:

Dallas Hoffmann
Manager
Wheatland, North Dakota

RE: Maple River WRD Reimbursements

Enclosed please find a copy of invoices totaling \$3,302.00 regarding the Metro Flood Diversion project.

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

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

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director, Secretary

Melissa Hinkemeyer
Director

Amy Hepper
Treasurer

Enclosure

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
www.casscountynд.gov



Metro Flood Diversion Authority
Attn: John T. Schockley
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

Invoice Date: March 3, 2026
Invoice Number: 872031
Matter Number: 49352.00000

For Professional Services through February 28, 2026

Client: Metro Flood Diversion Authority and Cass County Joint Water Resource District
Matter: Daniel S. Flaten

| | | |
|--------------------------------|----|-----------------|
| Total Current Fees | \$ | <u>1,045.00</u> |
| Total Current Due Upon Receipt | \$ | 1,045.00 |

Please Remit To:

Mail To:
Larkin Hoffman
8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
Phone: 952-835-3800
Tax ID: 41-0953357

Wire Instructions:
BMO Bank N.A.
111 W. Monroe Street
Chicago, IL 60603
ABA #071000288
Swift Code: HATRUS44
Account #0033972422
(Please Reference Invoice Number)

Pay Electronically Online:
Pay Online Now:
[PayMyBill.larkinhoffman.com](https://www.larkinhoffman.com/PayMyBill.larkinhoffman.com)
For Questions Contact:
Phone: 952-896-3271
Email: accounting@larkinhoffman.com
www.larkinhoffman.com/bill-pay



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

March 26, 2026

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



| Description | Company | Budget/Estimate (\$) |
|---|--|----------------------|
| <p>Task Order 2 – Amendment – Consulting Services – This task order will replace Task Order 01 and provides a scope of services and budget out to December 31, 2028. This task order will be effective after the MSA is amended to extend the MSA’s period of performance out to December 31, 2028.</p> | <p>AE2S, LLC</p> | <p>\$2,720,400</p> |
| <p>Master Service Agreement – Amendment 1 – Property Structure Mitigation Services – Extend the Master Service Agreement an additional 2 years with an expiration date of December 31, 2027.</p> | <p>Braun Intertec Corporation</p> | <p>\$0.00</p> |
| <p>Task Order 30 – Amendment 0 – Oxbow Substation – Construction to connect into the new Oxbow Substation</p> | <p>Cass County Electric Cooperative, Inc</p> | <p>\$574,000.00</p> |
| <p>Work Package 52E – Clara Cemetery Flood Protection Project - Recommendation of Award</p> | <p>Dirt Dynamics</p> | <p>\$824,559.00</p> |

Executive Director

Contracting Recommendation



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

| | |
|--|-----------------------|
| AE2S, LLC TO02 Amendment 0 Consulting Services | \$2,720,400.00 |
| <ul style="list-style-type: none"> • This Task Order will replace Task Order 01 and provides scope of services and budget out to December 31, 2028. This task order will be effective after the current MSA is amended to extend the MSA's period of performance out to December 31, 2028. | |

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 (DOE) will review and provide recommendations to the Executive Director for review and action.

3 Reason why it is required

Task Order 02 will replace Task Order 01. This task order will be effective after the current MSA is amended to extend the MSA's period of performance out to December 31, 2028. The scope of services for Task Order 02 is as follows:

- Subtask 1: Property Rights Acquisition Management Services
- Subtask 2: Mitigation Programs Support
- Subtask 3: Maintenance Assessment District
- Subtask 4: Platting and Surveying Services
- Subtask 5: Expenses

A full description of the scope of services is further detailed in the attached Task Order 02 Amendment 0. Task Order 01 will be closed out with any remaining budget being returned to the project.

4 Background and discussion

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

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

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

Table 1 - Summary of Contracting History and Current Contract Action

| Original Agreement or Amendment | Budget Change \$ | Original or Revised Budget \$ | Agreement Execution Date | Project Completion | Comments |
|---------------------------------|------------------|-------------------------------|--------------------------|--------------------|------------------|
| TO02-A0 | 0.00 | 2,720,400.00 | 3/1/2026 | 12/31/2028 | Scope and budget |

Table 2 – Budget by Subtasks

| Subtask | Title | Activity ID | Current Budget (\$) | Change | Revised Budget (\$) |
|--------------|--------------------------------------|----------------|---------------------|-------------|---------------------|
| 1 | Property Rights Acquisition Services | SW-1170 | 682,400.00 | 0.00 | 682,400.00 |
| 2 | Mitigation Programs Support | SW-1170 | 655,200.00 | 0.00 | 655,200.00 |
| 3 | Maintenance Assessment District | SW-1170 | 718,100.00 | 0.00 | 718,100.00 |
| 4 | Platting and Surveying Services | SW-1170 | 589,700.00 | 0.00 | 589,700.00 |
| 5 | Expenses | SW-1170 | 75,000.00 | 0.00 | 75,000.00 |
| Total | | SW-1170 | 2,720,400.00 | 0.00 | 2,720,400.00 |

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

| Original Agreement or Amendment | Cost account code | Estimated Cost (\$) | Budget Allocated (\$) | Actual Paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|----------|
| 2026 | SW-1170 | 1,192,500.00 | 1,192,500.00 | 0.00 | 1,192,500.00 | |
| 2027 | SW-1170 | 1,123,200.00 | 1,123,200.00 | 0.00 | 1,123,200.00 | |
| 2028 | SW-1170 | 404,700.00 | 404,700.00 | 0.00 | 404,700.00 | |
| Totals | | 2,720,400.00 | 2,720,400.00 | 0.00 | 2,720,400.00 | |

6 Attachments:

- Task Order 02 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:** 3/3/2026

Executive Director

Contracting Recommendation



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

| | |
|---|---------------|
| Braun Intertec Corporation Master Service Agreement – Amendment 1 Property Structure Mitigation Services | \$0.00 |
| <ul style="list-style-type: none"> • Extend the Master Service Agreement an additional 2 years | |

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.

Reason why it is required

The Term in Section 3 of the Agreement shall be extended for an additional two (2)-year period, with an effective date of January 1, 2026, and an expiration date of December 31, 2027.

3 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 between the Metro Flood Diversion Authority (the “Authority”) and Braun Intertec Corporation (“Testing Firm”) dated January 1, 2026 (the “Agreement -Amendment”), the Authority and the Testing Firm agree to the above terms.

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 |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|--|
| MSA | 0.00 | 0.00 | 1/1/2023 | 12/31/2025 | Budget is given for specific Task Orders that fall under this MSA. |
| MSA-A1 | 0.00 | 0.00 | 1/1/2023 | 12/31/2017 | Extend period of performance to December 31, 2027 |

4 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost Account Code | Estimated Cost (\$) | Budget Allocated (\$) | Actual paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|-------------------------------------|
| Bruan MSA 2023 | N/A | 0.00 | 0.00 | 0.00 | 0.00 | Budget given to specific Task Order |
| Bruan MSA-A1 2026 | N/A | 0.00 | 0.00 | 0.00 | 0.00 | Budget given to specific Task Order |
| Totals | | 0.00 | 0.00 | 0.00 | 0.00 | |

5 Attachments:

- Master Service Agreement - 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:** 2/26/2026

Executive Director

Contracting Recommendation



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

| | |
|--|---------------------|
| Cass County Electric Cooperative, Inc TO30 Amendment 0 Oxbow Substation | \$574,000.00 |
| <ul style="list-style-type: none"> • Construct the new Oxbow Substation | |

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

This estimate is for all the material and labor costs to construct the new Oxbow Substation. This includes all communication and electrical equipment for SCADA and metering, overcurrent protection equipment for the three 15kV feeders, and installation of underground electric lines to extend the feeders just outside the substation boundary. Cost includes all materials, labor, and overhead related to the installation and termination of cables. The new Oxbow Substation was constructed within the protected area of the FM Area Diversion Project as mitigation project to replace the existing substation that was located in the Upstream Mitigation Area.

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 Meter 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 |
|---------------------------------|--------------------|---------------------------------|--------------------------|--------------------|------------------------|
| TO30-A0 | 0.00 | 574,000.00 | 04/01/2026 | 12/31/2026 | Initial scope of work. |

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

| Original Agreement or Amendment | Cost Account Code | Estimated Cost (\$) | Budget Allocated (\$) | Actual paid to date (\$) | Budget Remaining (\$) | Comments |
|---------------------------------|-------------------|---------------------|-----------------------|--------------------------|-----------------------|----------|
| 2026 | CN-4010 | 574,000.00 | 574,000.00 | 0.00 | \$574,000.00 | |
| Total | | 574,000.00 | 574,000.00 | | \$574,000.00 | |

6 Attachments:

- Task Order 30 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: 03/13/2026



4784 Amber Valley Parkway South,
Suite 200
Fargo, ND 58104
www.jacobs.com

March 13, 2026

Attention Jason Benson, Executive Director
Metro Flood Diversion Authority
4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104

Project Name: **Clara Cemetery Flood Protection Project**
Project Number: **WP52E**

Subject: **Work Package 52E Clara Cemetery Flood Protection Project**
Recommendation of Award

Dear Metro Flood Diversion Authority,

The contract for Work Package 52E Clara Cemetery Flood Protection Project, Clay County, Minnesota was publicly advertised, and Eight (8) bids were received at the virtual public bid opening on March 12, 2026, at 1:00 pm. One (1) bid that was received was non-compliant with requirements and the bid envelope was not opened.

The bids were as follows:

- | | |
|--|------------------------|
| 1. Border States Paving Inc. , in the amount of | \$1,203,744.60 |
| 2. Comstock Construction Inc. , in the amount of | \$ 864,400.00 |
| 3. Dirt Dynamics , in the amount of | \$ 824,559.00 |
| 4. Industrial Builders Inc. , in the amount of | \$ 936,986.00 |
| 5. Key Contracting , in the amount of | \$1,023,942.75 |
| 6. LinnCo Company , in the amount of | Void |
| 7. Park Construction Company , in the amount of | \$ 1,378,912.15 |
| 8. Schmidt & Sons Construction Co. , in the amount of | \$ 874,941.25 |

The Engineers Estimate for the project was: **\$1,270,000.00**

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Metro Flood Diversion Authority award the contract for **WP52E** to **Dirt Dynamics** in the amount of **\$ 824,559.00** as the lowest responsive bidder. Enclosed is the Bid Tabulation Assessment.

Please contact me at ian.joynes@jacobs.com if you have any questions regarding this recommendation.

Yours sincerely,

Ian Joynes, BEng CEng FICE, Construction Contracts Manager

Copies to:

Kris Bakkegard
Bob Zimmerman
Matt Stamness
Nathan Boerboom
Kyle Litchy
Justin Sorum

Bid Tabulation Assessment

**CLARA CEMETERY FLOOD PROTECTION PROJECT
 WORK PACKAGE 52E
 CLAY COUNTY, MINNESOTA
 FM AREA DIVERSION PROJECT**

Bid Submission: 03/12/2026

CONTRACTOR BIDS DUE BACK: THURSDAY - 03/12/2026 AT 1PM CENTRAL TIME

| ITEM | DESCRIPTION | QUANTITY | UNIT | Engineers Estimate | | Border States Paving Inc. | | Comstock Construction | | Dirt Dynamics | | Industrial Builders Inc. | | Key Contracting | | LinnCo | |
|---------------------|---------------------------------------|----------|-------|-----------------------|-----------------------|---------------------------|---------------------|-----------------------|-----------------------|---------------|---------------|--------------------------|---------------|-----------------|---------------|------------|-------------|
| | | | | UNIT PRICE | AMOUNT | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | Mobilization | 1 | LS | \$ 61,635.00 | \$ 61,635.00 | \$ 39,980.46 | \$ 39,980.46 | \$ 64,958.55 | \$ 64,958.55 | \$ 20,000.00 | \$ 20,000.00 | \$ 40,000.00 | \$ 40,000.00 | \$ 50,000.00 | \$ 50,000.00 | | \$ - |
| 2 | Testing Allowance | 1 | ALLOW | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | | \$ - |
| 3 | Traffic Control | 1 | LS | \$ 15,000.00 | \$ 15,000.00 | \$ 1,765.80 | \$ 1,765.80 | \$ 550.00 | \$ 550.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 7,800.00 | \$ 7,800.00 | | \$ - |
| 4 | Site Clearing | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 13,803.90 | \$ 13,803.90 | \$ 1,300.00 | \$ 1,300.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 2,000.00 | \$ 2,000.00 | | \$ - |
| 5 | Removal of Pipe - All Types and Sizes | 88 | LF | \$ 20.00 | \$ 1,760.00 | \$ 22.53 | \$ 1,982.64 | \$ 58.30 | \$ 5,130.40 | \$ 16.00 | \$ 1,408.00 | \$ 35.00 | \$ 3,080.00 | \$ 60.00 | \$ 5,280.00 | | \$ - |
| 6 | Remove Monument | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 2,807.61 | \$ 2,807.61 | \$ 1,645.00 | \$ 1,645.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 6,500.00 | \$ 6,500.00 | | \$ - |
| 7 | Monument - New | 1 | LS | \$ 35,000.00 | \$ 35,000.00 | \$ 27,616.19 | \$ 27,616.19 | \$ 37,250.00 | \$ 37,250.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 53,500.00 | \$ 53,500.00 | | \$ - |
| 8 | Install Metal Sign (Salvage by Owner) | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | \$ 7,216.66 | \$ 7,216.66 | \$ 4,550.00 | \$ 4,550.00 | \$ 7,300.00 | \$ 7,300.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 3,500.00 | \$ 3,500.00 | | \$ - |
| 9 | Topsoil Stripping | 8775 | CY | \$ 3.00 | \$ 26,325.00 | \$ 4.56 | \$ 40,014.00 | \$ 2.65 | \$ 23,253.75 | \$ 4.00 | \$ 35,100.00 | \$ 3.00 | \$ 26,325.00 | \$ 4.30 | \$ 37,732.50 | | \$ - |
| 10 | Topsoil Spreading | 8775 | CY | \$ 3.00 | \$ 26,325.00 | \$ 5.60 | \$ 49,140.00 | \$ 3.50 | \$ 30,712.50 | \$ 5.00 | \$ 43,875.00 | \$ 4.00 | \$ 35,100.00 | \$ 6.75 | \$ 59,231.25 | | \$ - |
| 11 | Excavation | 525 | CY | \$ 5.00 | \$ 2,625.00 | \$ 3.45 | \$ 1,811.25 | \$ 3.05 | \$ 1,601.25 | \$ 8.00 | \$ 4,200.00 | \$ 6.00 | \$ 3,150.00 | \$ 11.00 | \$ 5,775.00 | | \$ - |
| 12 | Inspection Trench | 1290 | LF | \$ 10.00 | \$ 12,900.00 | \$ 15.77 | \$ 20,343.30 | \$ 16.55 | \$ 21,349.50 | \$ 20.00 | \$ 25,800.00 | \$ 15.00 | \$ 19,350.00 | \$ 13.00 | \$ 16,770.00 | | \$ - |
| 13 | Embankment | 525 | CY | \$ 5.00 | \$ 2,625.00 | \$ 7.31 | \$ 3,837.75 | \$ 7.10 | \$ 3,727.50 | \$ 10.00 | \$ 5,250.00 | \$ 6.00 | \$ 3,150.00 | \$ 13.00 | \$ 6,825.00 | | \$ - |
| 14 | Embankment - Import | 20135 | CY | \$ 35.00 | \$ 704,725.00 | \$ 33.07 | \$ 665,864.45 | \$ 17.25 | \$ 347,328.75 | \$ 18.00 | \$ 362,430.00 | \$ 17.00 | \$ 342,295.00 | \$ 19.00 | \$ 382,565.00 | | \$ - |
| 15 | Gravel - Salvage and Reinstall | 1650 | SY | \$ 10.00 | \$ 16,500.00 | \$ 4.20 | \$ 6,825.00 | \$ 5.25 | \$ 8,662.50 | \$ 2.00 | \$ 3,300.00 | \$ 3.10 | \$ 5,115.00 | \$ 8.00 | \$ 13,200.00 | | \$ - |
| 16 | Gravel - MNDOT Class 5 | 175 | CY | \$ 55.00 | \$ 9,625.00 | \$ 81.05 | \$ 14,183.75 | \$ 44.50 | \$ 7,787.50 | \$ 62.00 | \$ 10,850.00 | \$ 70.00 | \$ 12,250.00 | \$ 60.00 | \$ 10,500.00 | | \$ - |
| 17 | Dewatering/Control of Water | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 24,162.15 | \$ 24,162.15 | \$ 6,400.00 | \$ 6,400.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 4,500.00 | \$ 4,500.00 | | \$ - |
| 18 | Storm Water Management | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 8,930.06 | \$ 8,930.06 | \$ 3,700.00 | \$ 3,700.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,200.00 | \$ 2,200.00 | | \$ - |
| 19 | Sedimentation Control Wattle - 9" | 135 | LF | \$ 5.00 | \$ 675.00 | \$ 4.73 | \$ 638.55 | \$ 4.95 | \$ 668.25 | \$ 5.00 | \$ 675.00 | \$ 5.00 | \$ 675.00 | \$ 11.00 | \$ 1,485.00 | | \$ - |
| 20 | Silt Fence | 350 | LF | \$ 3.00 | \$ 1,050.00 | \$ 5.26 | \$ 1,841.00 | \$ 5.50 | \$ 1,925.00 | \$ 5.50 | \$ 1,925.00 | \$ 6.00 | \$ 2,100.00 | \$ 11.00 | \$ 3,850.00 | | \$ - |
| 21 | Stabilized Construction Entrance | 1 | EA | \$ 2,000.00 | \$ 2,000.00 | \$ 3,083.95 | \$ 3,083.95 | \$ 3,665.00 | \$ 3,665.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,500.00 | \$ 5,500.00 | | \$ - |
| 22 | Seeding - Type II | 1.5 | AC | \$ 3,000.00 | \$ 4,500.00 | \$ 3,941.52 | \$ 5,912.28 | \$ 4,125.00 | \$ 6,187.50 | \$ 3,950.00 | \$ 5,925.00 | \$ 4,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 9,000.00 | | \$ - |
| 23 | Seeding - Mesic Prairie 35-241 | 2.3 | AC | \$ 8,000.00 | \$ 18,400.00 | \$ 2,785.34 | \$ 6,406.28 | \$ 2,915.00 | \$ 6,704.50 | \$ 2,800.00 | \$ 6,440.00 | \$ 3,000.00 | \$ 6,900.00 | \$ 6,500.00 | \$ 14,950.00 | | \$ - |
| 24 | Gatewell | 1 | LS | \$ 200,000.00 | \$ 200,000.00 | \$ 139,792.51 | \$ 139,792.51 | \$ 143,065.00 | \$ 143,065.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 227,500.00 | \$ 227,500.00 | \$ 178,000.00 | \$ 178,000.00 | | \$ - |
| 25 | Storm Sewer - 30" CSP | 77 | LF | \$ 85.00 | \$ 6,545.00 | \$ 148.90 | \$ 11,465.30 | \$ 256.75 | \$ 19,769.75 | \$ 87.00 | \$ 6,699.00 | \$ 130.00 | \$ 10,010.00 | \$ 200.00 | \$ 15,400.00 | | \$ - |
| 26 | Storm Sewer - 24" RCP | 66 | LF | \$ 150.00 | \$ 9,900.00 | \$ 169.98 | \$ 11,218.68 | \$ 189.20 | \$ 12,487.20 | \$ 120.00 | \$ 7,920.00 | \$ 300.00 | \$ 19,800.00 | \$ 200.00 | \$ 13,200.00 | | \$ - |
| 27 | Flared End Section - 30" CSP | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | \$ 1,014.13 | \$ 2,028.26 | \$ 3,820.00 | \$ 7,640.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 550.00 | \$ 1,100.00 | | \$ - |
| 28 | Flared End Section - 24" RCP | 2 | EA | \$ 2,000.00 | \$ 4,000.00 | \$ 1,014.13 | \$ 2,028.26 | \$ 1,335.00 | \$ 2,670.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 650.00 | \$ 1,300.00 | | \$ - |
| 29 | 6' HT B&B Coniferous Tree | 16 | EA | \$ 800.00 | \$ 12,800.00 | \$ 1,261.29 | \$ 20,180.64 | \$ 1,320.00 | \$ 21,120.00 | \$ 1,300.00 | \$ 20,800.00 | \$ 1,400.00 | \$ 22,400.00 | \$ 1,100.00 | \$ 17,600.00 | | \$ - |
| 30 | 2" Caliper B&B Deciduous Tree | 17 | EA | \$ 800.00 | \$ 13,600.00 | \$ 1,261.29 | \$ 21,441.93 | \$ 1,320.00 | \$ 22,440.00 | \$ 1,300.00 | \$ 22,100.00 | \$ 1,400.00 | \$ 23,800.00 | \$ 1,100.00 | \$ 18,700.00 | | \$ - |
| 31 | #5 Container Shrub | 41 | EA | \$ 100.00 | \$ 4,100.00 | \$ 99.85 | \$ 4,093.85 | \$ 104.50 | \$ 4,284.50 | \$ 100.00 | \$ 4,100.00 | \$ 100.00 | \$ 4,100.00 | \$ 155.00 | \$ 6,355.00 | | \$ - |
| 32 | Metal Landscape Edger | 690 | LF | \$ 12.00 | \$ 8,280.00 | \$ 11.56 | \$ 7,976.40 | \$ 12.10 | \$ 8,349.00 | \$ 12.00 | \$ 8,280.00 | \$ 12.00 | \$ 8,280.00 | \$ 20.00 | \$ 13,800.00 | | \$ - |
| 33 | Temporary Fence | 1038 | LF | \$ 5.00 | \$ 5,190.00 | \$ 6.96 | \$ 7,224.48 | \$ 4.60 | \$ 4,774.80 | \$ 6.00 | \$ 6,228.00 | \$ 4.00 | \$ 4,152.00 | \$ 6.00 | \$ 6,228.00 | | \$ - |
| 34 | Turf Reinforcement Mat - Category 70 | 961 | SY | \$ 15.00 | \$ 14,415.00 | \$ 13.66 | \$ 13,127.26 | \$ 14.30 | \$ 13,742.30 | \$ 14.00 | \$ 13,454.00 | \$ 14.00 | \$ 13,454.00 | \$ 36.00 | \$ 34,596.00 | | \$ - |
| Total Amount | | | | \$1,270,000.00 | \$1,203,744.60 | \$864,400.00 | \$824,559.00 | \$936,986.00 | \$1,023,942.75 | Void * | | | | | | | |



Diversion Board of Authority Meeting

March 26, 2026

MOU and Agreement Actions for Consideration

John Shockley

MFDA MOUs & Agreements



| MOU Parties | Project | MOU or Agreement Cost and Summary |
|---|--|---|
| Clay County & MFDA Permit & License Agreement | SE-4; SE-5 and Clara Cemetery Protection Project | The Permit and License Agreement by and between the Metro Flood Diversion Authority and Clay County, MN grants and conveys to the Authority a non-exclusive, revocable permit and license for purposes of construction, operating and maintain the Comprehensive project in, on, over, across and through the property identified in Exhibit 1 of the agreement. The property within the agreement includes the portions of County Road 59 where it interacts with SE-4; County Road 59 where it interacts with the Clara Cemetery protection project; County Road 2 where it interacts with SE-4; and County Road 50 where it interacts with SE-5. |

PERMIT AND LICENSE AGREEMENT

THIS PERMIT AND LICENSE AGREEMENT (the “Agreement”) is made this 26th day of March, 2026, by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, North Dakota 58104 (the “Authority”), and Clay County, Minnesota, a Minnesota political subdivision, whose post office address is P.O. Box 280, Moorhead, Minnesota 56560 (“Licensor,” and 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 December 14, 2023, the Authority and Licensor entered into a Memorandum of Understanding (the “MOU”), whereby the Parties set forth their respective roles and responsibilities to address impacts to Licensor’s road facilities resulting from the construction, operation, and maintenance of the Comprehensive Project; and

WHEREAS, as part of the MOU, the Parties agreed they would provide for the construction and on-going operation and maintenance of Comprehensive Project components constructed on right-of-way owned by Licensor through the entrance of a separate permit; and

WHEREAS, Licensor agrees to provide the Authority a permit and license in, on, upon, under, across, and through the property described herein for the purpose of construction and on-going operation and maintenance necessary for the Comprehensive Project, 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 Licensor agree as follows:

AGREEMENT

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

See attached **Exhibit 1**.

The property described above is the “Licensed Property.” The rights granted to the Authority by Licensor under this Agreement constitute a permit and license, revocable by Licensor 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. Licensor only conveys those rights to the Authority permitted under applicable law that are consistent with Licensor's rights in the Licensed Property.

2. **Access Rights.**

A. Under this Agreement, Licensor 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 construction and on-going operation and maintenance of the Comprehensive Project. The Authority's rights regarding the Licensed Property will not disrupt or interfere with Licensor's use of the Licensed Property except as otherwise authorized by Licensor. 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; and to the extent the Authority allows or permits access in, on, over, across, and through the Licensed Property to any other parties, the Authority will be responsible for those licensees and invitees and their actions and omissions. The Authority's rights are only revocable by Licensor in accordance with the terms of this Agreement.

B. The Authority will provide reasonable notice to Licensor, not to exceed fifteen (15) calendar days, prior to performing any maintenance on the Licensed Property; provided, however, in emergency situations, the Authority may access the Licensed Property without prior notice but will notify Licensor as soon as reasonably possible thereafter. Licensor will also provide reasonable notice to the Authority, not to exceed fifteen (15) calendar days, prior to performing any work on the Licensed Property that may impact the Comprehensive Project. Additionally, the Authority and Licensor will abide by the terms and conditions of the MOU 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 will have the following repair obligations:

A. The Authority, at the Authority's sole cost, will repair the Licensed Property damaged as a result of the Authority's construction and on-going operation and maintenance of the Comprehensive Project 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.

B. If the Authority fails to repair any damages as required under this Agreement within a reasonable time following request or demand from Licensor, Licensor may perform any of the Authority's obligations; the Authority will reimburse Licensor for all of Licensor's costs and expenses within a reasonable amount of time following written notice from Licensor of costs incurred, not exceeding one hundred twenty (120) calendar

days. If the Authority fails to reimburse Licensor within one hundred twenty (120) calendar days, interest will accrue in the amount of one and one-half percent (1.5%) per month on all outstanding principal until paid in full.

4. **Subcontractors.** The Authority is solely responsible for the construction and on-going operation and maintenance of the Comprehensive Project and otherwise complying with this Agreement. To the extent, however, that the Authority procures any third parties for the construction, operation, or maintenance of the Comprehensive Project, 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 applicable law. 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. Licensor 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.** Licensor may terminate this Agreement only if Licensor concludes termination of the Authority's rights under this Agreement are necessary to protect the integrity of Licensor's road facilities on the Licensed Property; as necessary to comply with any laws, rules, regulations, requirements, or directives of any federal agency with regulatory jurisdiction over Licensor's road facilities on the Licensed Property; or in the event of any default by the Authority under this Agreement and failure to cure within a reasonable amount of time.

7. **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 Comprehensive Project; 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.

8. **Insurance.** The Authority shall procure and maintain general liability insurance, in an amount determined in its sole discretion, for construction, operation, and maintenance of the Comprehensive Project and will provide copies of such policies to Licensor upon request.

9. **Remedies.** If the Authority fails to perform any of the Authority's obligations under this Agreement within a reasonable time following request or demand from Licensor, Licensor may perform the Authority's obligations and may request reimbursement from the Authority. The Authority will provide full reimbursement to Licensor of all costs and expenses within a reasonable amount of time following written notice from Licensor of costs incurred, not exceeding 120 days.

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 MOU 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 MOU.

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 Licensor 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 Clay County, Minnesota, a Minnesota political subdivision

The governing body of Clay County, Minnesota, a Minnesota political subdivision, approved this Permit and License Agreement on the ____ of _____, 20__.

By: _____
Kevin Campbell, Chair of the Board of
County Commissioners

ATTEST:

Stephen Larson, County Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CLAY)

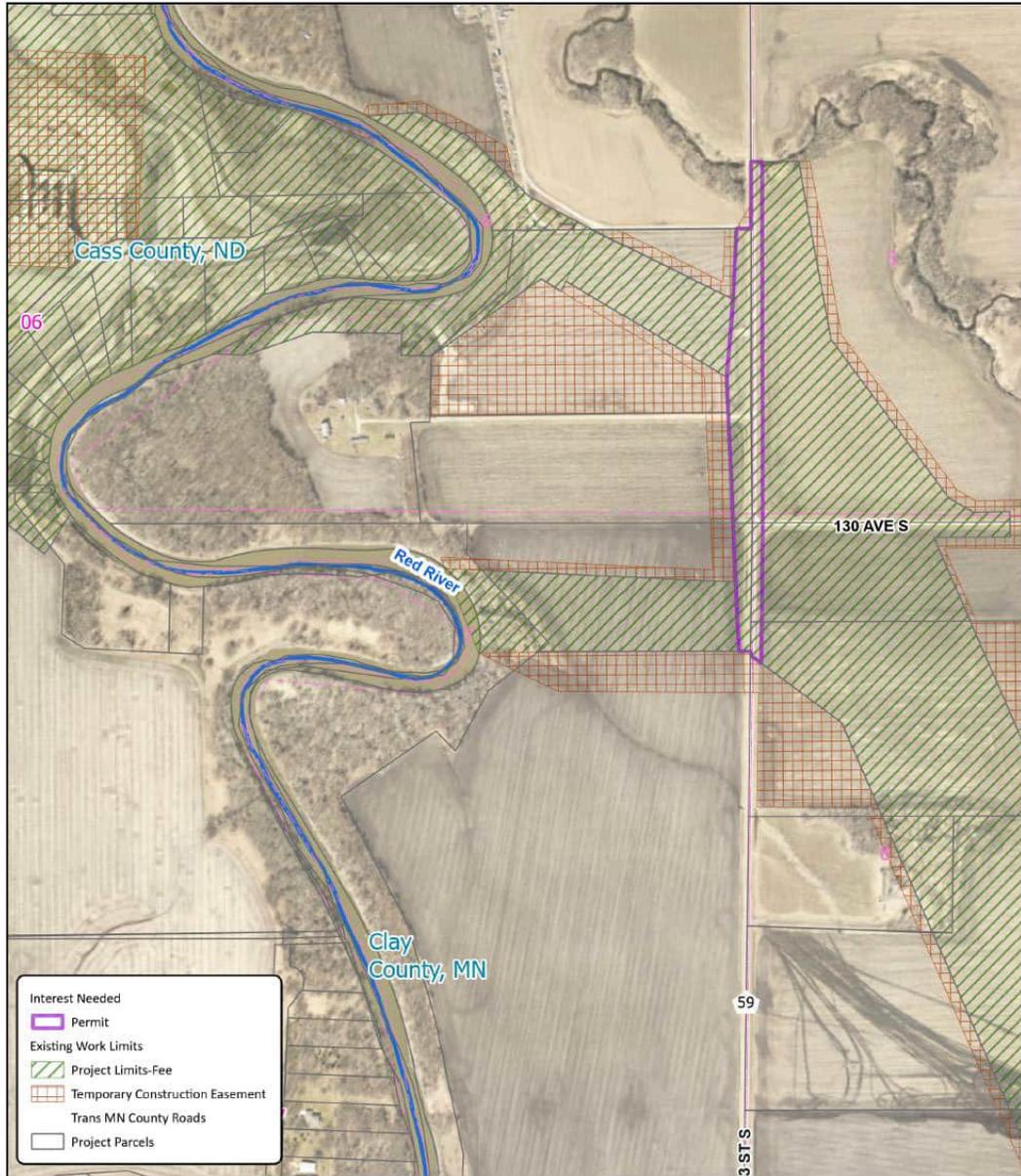
On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared Kevin Campbell and Stephen Larson, known to me to be the Chair of the Board of County Commissioners and County Administrator, respectively, of Clay County, Minnesota, a Minnesota political subdivision, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of Clay County, Minnesota, a Minnesota political subdivision.

Notary Public, Clay County, MN

(SEAL)

Exhibit 1

LICENSED PROPERTY



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

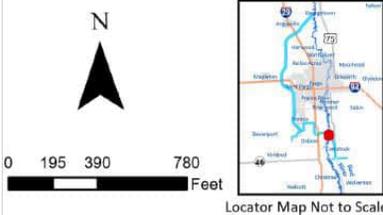


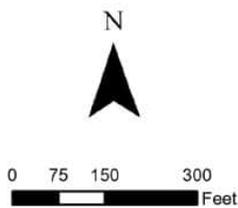
Exhibit 1 - Property Interest Grants:
Location: County Road 59 (SE-4)
MOU Entity: Clay County, MN
Property Transfer Needed: Permit
Granting Document: Permit

Clay County, MN
FM AREA DIVERSION
Date: 3/5/2026





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



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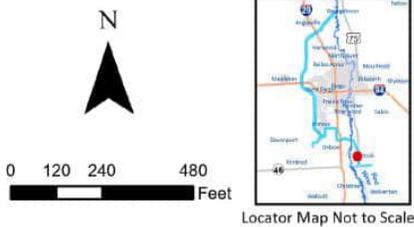
Exhibit 1 - Property Interest Grants:
Location: County Road 59 (Clara Cemetery)
MOU Entity: Clay County, MN
Property Transfer Needed: Permit
Granting Document: Permit

Clay County, MN
FM AREA DIVERSION
 Date: 3/5/2026





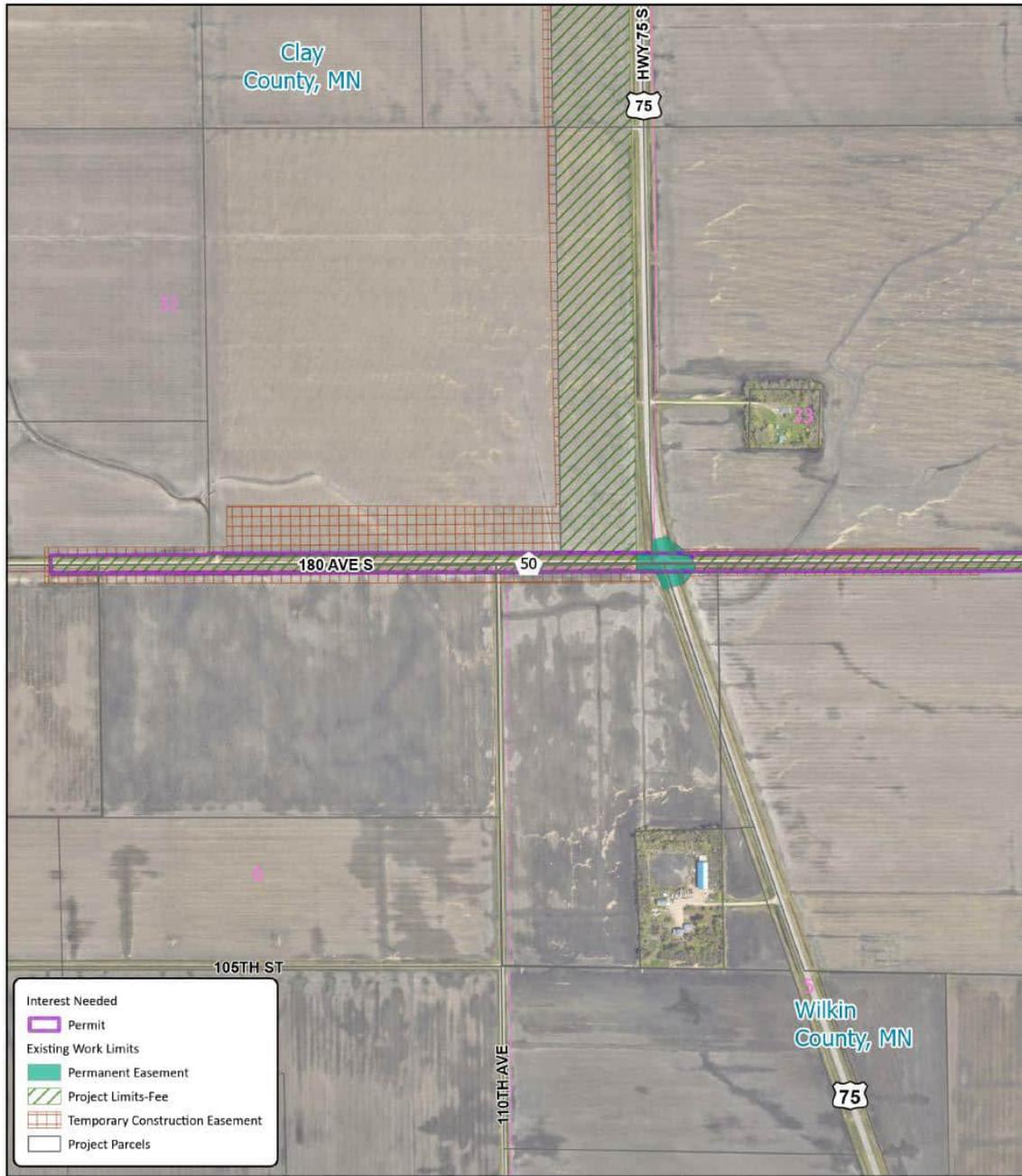
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
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**Exhibit 1 - Property Interest Grants:
 Location: County Road 2 (SE-4)
 MOU Entity: Clay County, MN
 Property Transfer Needed: Permit
 Granting Document: Permit**

Clay County, MN
 FM AREA DIVERSION
 Date: 3/5/2026





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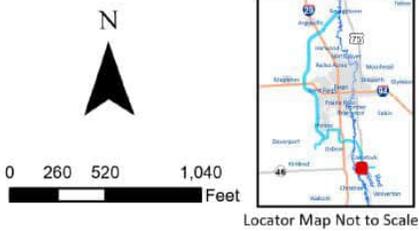
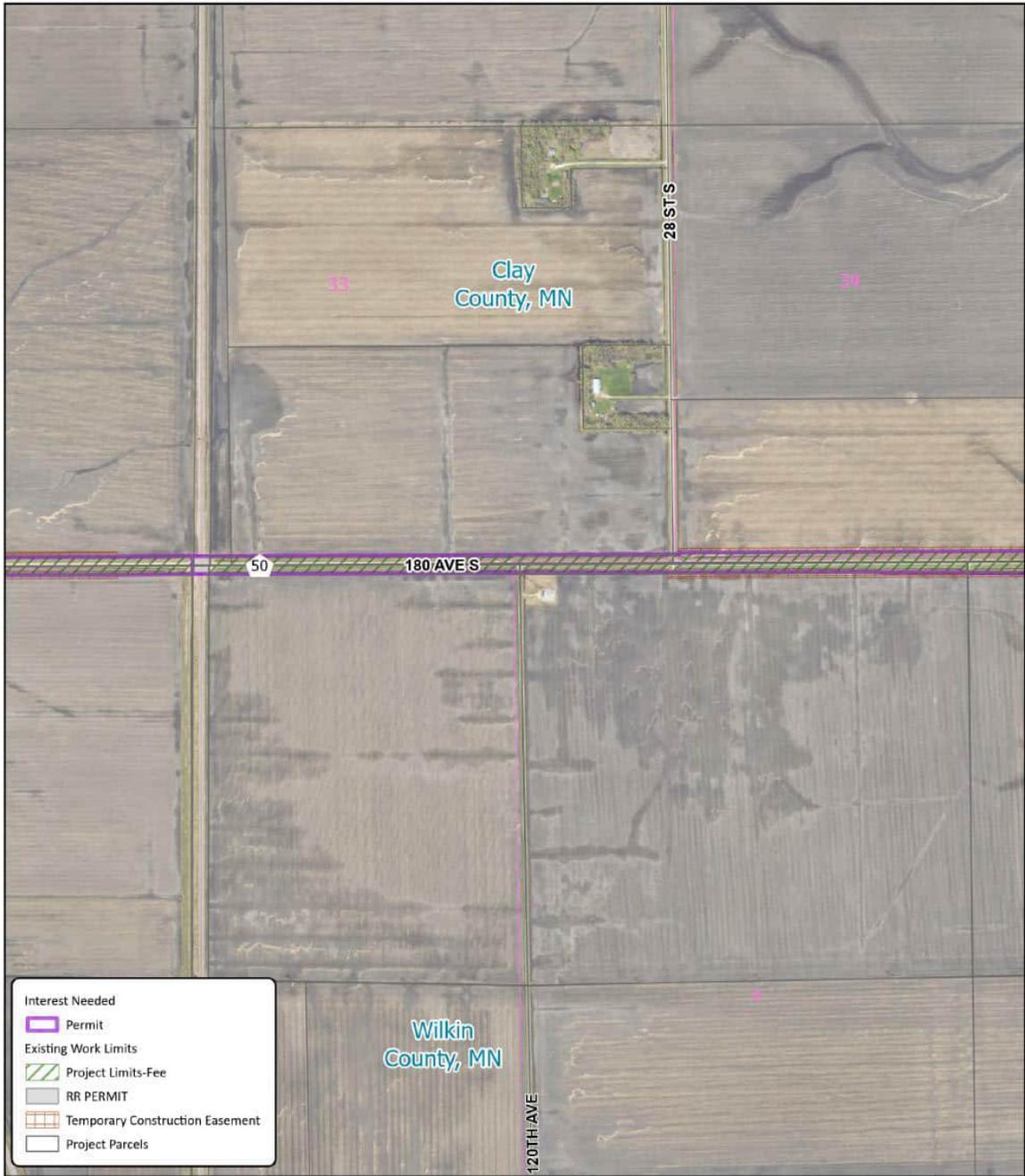


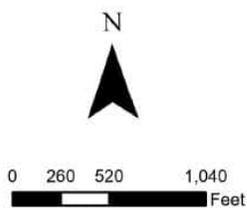
Exhibit 1 - Property Interest Grants:
Location: County Road 50 (SE-5)
MOU Entity: Clay County, MN
Property Transfer Needed: Permit
Granting Document: Permit

Clay County, MN
FM AREA DIVERSION
 Date: 3/5/2026





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 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\MOU\MOU Projects\MOU_Agreement_Exhibits.aprx | MOU Property needs



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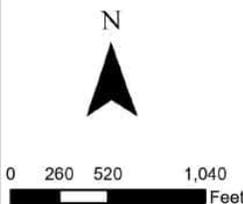
Exhibit 1 - Property Interest Grants:
Location: County Road 50 (SE-5)
MOU Entity: Clay County, MN
Property Transfer Needed: Permit
Granting Document: Permit

Clay County, MN
FM AREA DIVERSION
 Date: 3/5/2026





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

Exhibit 1 - Property Interest Grants:
Location: County Road 50 (SE-5)
MOU Entity: Clay County, MN
Property Transfer Needed: Permit
Granting Document: Permit

Clay County, MN
 FM AREA DIVERSION
 Date: 3/5/2026



Memorandum



To: MFDA Land Management Committee
From: Jason Benson
Cc: Justin Fisher
Date: March 25, 2026
Re: Excess Land Sale of OIN 7249 (part of the former Horace rail corridor)

REQUESTED ACTION:

Approve the sale of OIN 7249 as excess land to one (1) of the adjacent owners who offered to purchase the entirety of OIN 7249.

BACKGROUND:

The MFDA declared OIN 7249, which is a segment of the former railroad corridor near Horace, ND, as excess land in April, 2024. The MFDA offered to subdivide this property into small segments that could be sold to all of the adjacent landowners; however, agreement could not be reached with all of the adjacent landowners. See attached memo from August 2025 for additional background. As such, in accordance with the excess land policy, project staff have continued to offer this property for sale to the adjacent landowners.

Recently, one of the adjacent landowners came forward and expressed interest in purchasing the entirety of OIN 7249. Project staff feel that this is an ideal situation for the MFDA because it results in the sale of excess land and guarantees no inaccessible remnants will remain under project ownership and management. Given this, it is recommended to approve the sale of OIN 7249 to an adjacent landowner.

If approved, the adjacent landowner would purchase OIN 7249 (approximately 3.9 acres) at the listed price of \$84,942.

ATTACHMENTS:

- August 2025 Memo to MFDA Land Management Committee (and supporting attachments)

Memorandum



To: MFDA Land Management Committee
From: Jason Benson
Cc: Justin Fisher
Date: 08/27/2025
Re: Excess Land Disposal Update for OIN 7249 (part of the former Horace rail corridor)

REQUESTED ACTION:

No action required. This item is for information.

BACKGROUND:

Following the direction provided by the MFDA Land Management Committee in July, a meeting with the adjacent landowners on the north side of OIN 7249 was held in early August. The meeting provided an opportunity for landowners to ask questions of the MFDA and for the MFDA to explain its Excess Land Policy.

Jake Gust and Eric Dodds met with 8 of the 10 landowners in the Rivers Bend neighborhood on August 5, 2025 regarding the sale of OIN 7249. This meeting was requested by the neighborhood and was hosted by Rick and Vanita Ohlgren. We informed the group that we stood by our offer/opportunity for the north side landowners to purchase the north side of OIN 7249 at \$0.50/SF. We also talked about the option to purchase the “full-width” of OIN 7249 since the landowner on the south side of the tracks has backed out of purchasing the south half. The residents of the neighborhood had lots of questions, input, and concerns. We were able to answer some of their questions, but certain questions were better addressed by the City of Horace. We were able to explain the MFDA’s Excess Land Policy and our position that we required all north-side landowners to agree with purchasing their portion of OIN 7249. After a good discussion, the north-side landowners did not come to consensus that they were willing to purchase the property.

We explained that without agreement to purchase the property, the MFDA would likely hold onto and maintain this property for a while. The ballast removal contractor is getting the vegetation established on the property, and MFDA staff are prepared to conduct the necessary property management (mowing, weeds, etc...).

ATTACHMENTS:

- Background Memo from July 2025 and supporting materials

Memorandum



To: MFDA Land Management Committee
From: Jason Benson
Cc: Jodi Smith, Justin Fisher
Date: 07/23/2025
Re: Excess Land Disposal Update for OIN 7249 (part of the former Horace rail corridor)

REQUESTED ACTION:

Approve the recommended options outlined below for disposing of OIN 7249.

BACKGROUND:

The MFDA approved a recommendation to declare OIN 7249 as Excess Land in April 2024. Since that time, staff and consultants have been working to notify the appropriate parties as outlined in the Policy of the Disposition and Management of Comprehensive Project Lands (Policy). With no interest from the Member Entities or Prior Owner, we notified the Adjacent Owners, as noted in section 5.4 of the Policy. We received an intent to purchase from all adjacent landowners and then proceeded to prepare a plat to subdivide the property, along purchase agreements, quit claim deeds, and other documents to subdivide and sell the property to the 11 adjacent owners on the north side and one adjacent landowner on the south side of the property. Subsequently, the adjacent landowner south of the property has backed out of their intent to purchase the property, citing the approved sale price of \$0.50 per square foot. We then contacted the 11 north-side adjacent landowners asking if they would be interested in purchasing a larger, full-width portion of the property. After some discussion and feedback with the north-side adjacent landowners, they have indicated interest in purchasing the property, but at a reduced price (see attached email). Staff are not in favor of selling the property at a discounted price.

RECOMMENDATION

Staff and consultant teams have reviewed this situation and recommend proceeding with the following two options:

1. Continue with sale of north ½ of the property at \$0.50/sf.
 - a. If the landowners agree with this option, we would need to replat the property and redo purchase agreements and closing documents. We would ask the buyers to put 10% earnest money down as a non-refundable deposit for this process.
 - b. The south ½ of the property would be moved to the “public sale” step following our policy. We could entertain bids on the south ½ of the property and take any bids to a future land management committee, following the policy.

2. Move the entire property into the public sale step of our policy
 - a. If the north-side landowners are not in favor of Option 1, we would then move the entire property (OIN 7249) into the public sale step of the process.
 - b. Under this scenario, we would sell the property as one parcel and we would not complete the platting or subdividing of the property, unless the buyers also agreed to a \$300 platting fee per portion of the subdivided parcel.

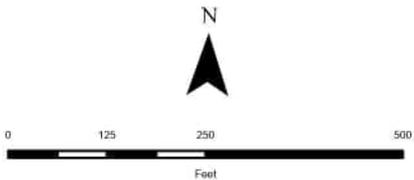
ATTACHMENTS:

- Map Exhibit for OIN 7249, Potential parcel subdivision, and Adjacent Landowners
- Email from north-side adjacent landowners

- Railroad Parcel
- Adjacent Owner
- Railroad Property, Square Feet Available
- Railroad Property - Road ROW



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\DCA\Horace Railroad\HoraceRailroad.aprx | Horace Railroad_AdjacentOwners_OINs



Locator Map Not to Scale

Railroad Corridor near Horace, ND Adjacent Owners, Adjacent Square Feet OIN 7249

FM AREA DIVERSION
Map Date: 7/16/2025



Eric Dodds

From: poo2fer@aol.com
Sent: Tuesday, July 15, 2025 12:07 PM
To: jacob.s.merritt@gmail.com; loraschiltz@gmail.com; millerkevin1201@gmail.com; samjohnson509@gmail.com; ahron.walter@gmail.com; blongmire@aol.com; sjzeien@aol.com; nikkisolem93@hotmail.com; casey.r.ressler@gmail.com; kfraase@lane-enterprises.com; Eric Dodds
Subject: Re: Purchase of Rail Corridor Update for OIN 7249 -Neighborhood Response

Eric,

After we learned the southern landowner backed out of the agreement to purchase the railroad land, we met together as a neighborhood community to discuss the situation. We are interested in purchasing both the north and south sides adjacent to our properties, but not at 50 cents per square foot. The land cannot be used for any material purpose and is overpriced. We also have questions and concerns that need to be addressed.

We would like a meeting with you to discuss. Please provide evening options when you can meet with us. If you are not the individual who has the power to negotiate pricing, please ensure that person(s) is also available to speak with us.

Thank you.

Sincerely,

River Bend Neighborhood Members:
Jacob Merritt & Mattie Merritt
Samuel Johnson & Ashley Johnson
Michael Walter
Bryan Longmire & Beverly Longmire
Jonathan Zeien & Stephanie Zeien
Nicole Solem
Richard Ohlgren & Vanita Vik-Ohlgren
Casey Ressler & Stephanie Ressler
Keith Fraase & Susanne Fraase
Lora Schiltz

On Tuesday, June 24, 2025 at 02:24:24 PM CDT, Eric Dodds <eric.dodds@ae2s.com> wrote:

River Bend neighborhood,

Please be informed that the landowner on the south side of the rail property has decided to forgo purchasing their portion of the rail property. This is disappointing news at this step in the process as know several of you have already reached out to The Title Company to process your paperwork. Given this, we are now wondering if the landowners on the north side of the rail corridor would be willing/interested in expanding your purchase to include the full-width of the rail corridor? I have attached an updated property split map showing a revised concept for selling the rail property to the north-side landowners. As a reminder, the sale price is \$0.50 per square foot. Please let us know if you are interested in this approach, or if you have any questions.

Thank you!

 **Eric Dodds, PE**
Program Manager
Mobile: (701) 793-7354

From: Eric Dodds
Sent: Thursday, June 12, 2025 6:17 PM
To: Billy Longmire <blongmire@aol.com>; garretttrochman@financialguide.com; sjezien@aol.com; poo2fer@aol.com; kfraase@lane-enterprises.com; ahron.walter@gmail.com; nikkisolem93@hotmail.com; jacob.s.merritt@gmail.com; samjohnson509@gmail.com; loraschiltz@gmail.com; millerkevin1201@gmail.com; artweidner@yahoo.com
Cc: Sabrina Tusa <Sabrina.Tusa@AE2S.com>; Jodi Smith <smithj@fmdiversion.gov>; Lukas D. Andrud <landrud@ohnstadlaw.com>; Tiffany J. Findlay <tfindlay@ohnstadlaw.com>; Anna Lindberg <anna@thetitlecompany.com>
Subject: RE: Purchase of Rail Corridor Update for OIN 7249

River Bend neighborhood,

Good evening and thank you again for your continued patience as we work to sell you the abandoned rail corridor adjacent to your property. As you have probably noticed, the ballast removal project has been completed along the railbed property in your area, and we received the attached approval letter from ND Department of Environmental Quality.

Given this, we are ready to proceed with the signing documents to complete the process. As noted in previous correspondence, we will need all adjacent landowners to:

1. Sign your purchase agreements and closing documents.
2. Make payment for your purchase to The Title Company.
3. Sign the plat, which will be held in trust at The Title Company along with the quit claim deeds until closings with all the owners have been completed.

Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands

March 17, 2026

Section 19.02 POST-OPERATION DEBRIS REMOVAL AND RESTORATION SUB-COMMITTEE.

The Diversion Authority will create and support a Debris Removal and Restoration Sub-Committee to adaptively manage debris clean up and non-structural property damage repair, remediation, and/or restoration. The RWJPA agrees to secure two (2) full-time Agricultural Producers from the Staging Area to be voting members of a Debris Removal and Property Damage Sub-Committee to assist in further clarifying and refining the Debris Removal and Restoration Program over time. The Diversion Authority shall provide an update regarding the status of the Post-Operation Debris Clean-up and Restoration Plan to the Parties every six (6) months commencing on the Effective Date of this Settlement Agreement until termination of the Comprehensive Project.

Proposed Timeframe for Program Finalization and Sub-Committee:

| Date | Milestone |
|-----------------|--|
| March 2026 | Presentation of draft Resolution forming sub-committee to the Land Management Committee and recommendation to MFDA Board |
| June 2026 | Initial Meeting of Sub-Committee, presentation of Draft Plan |
| July – Oct 2026 | Meetings of the Sub-Committee, Presentation and Review of Draft Plan, Input and Iterations, Updated Draft Plan |
| Nov 2026 | Sub-Committee Approves the Plan |
| Dec 2026 | MFDA finalizes RFP and MACS contract template |
| Jan 2027 | RFP issued for MACS Contracts |
| Feb 2027 | MACS Contracts awarded by MFDA |
| March 2027 | Program finalized and implemented |

Sub-Committee Charter Summary

- Sub-Committee of which standing committee?
 - For now, this will be a sub-committee of the Land Management Committee
- 7 total members
 - 5 MFDA members
 - 1 recommended by CCJWRD
 - 1 recommended by MCCJPA
 - 3 recommended by LMC, 2 with technical background
 - 2 members from RWJPA (active ag producers in staging area)
 - All will be voting members
- Chair & Vice Chair identified by the sub-committee.
- Sub-committee will make recommendations for consideration by LMC and then approval by MFDA Board.
- Term of sub-committee – Annual renewal requirement, no term limit.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION TO ESTABLISH THE DEBRIS REMOVAL AND RESTORATION SUB-COMMITTEE UNDER THE LAND MANAGEMENT COMMITTEE OF THE METRO FLOOD DIVERSION AUTHORITY

WHEREAS, Section 19.02 of the Settlement Agreement dated February 1, 2021 (“Settlement Agreement”), between the Metro Flood Diversion Authority (the “Diversion Authority”) and Richland-Wilkin Joint Powers Authority (“RWJPA”), which provides that the Diversion Authority will create and support a Debris Removal and Restoration Sub-Committee to adaptively manage debris clean up and non-structural property damage repair, remediation, and/or restoration that needs to occur following any operation of the Comprehensive Project; and

WHEREAS, Section 19.02 further states that RWJPA agrees to secure two (2) full-time Agricultural Producers from the Staging Area to be voting members of a Debris Removal and Property Damage Sub-Committee to assist in further clarifying and refining the Debris Removal and Restoration Program over time; and

WHEREAS, pursuant to Section 6.01 of the Joint Powers Agreement dated June 1, 2016, the Diversion Authority Board may establish boards or committees to advise the Diversion Authority Board with respect to a Project function or activity, to investigate a subject of interest to the Diversion Authority, to perform quasi-judicial functions, or to perform any other task; and

WHEREAS, the Diversion Authority Board has determined the need to establish the Debris Removal and Restoration Sub-Committee, as a sub-committee to the Land Management Committee that will make recommendations regarding the post-operation clean-up program for private lands for consideration by the Land Management Committee and the Diversion Authority Board.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Metro Flood Diversion Authority:

1. Debris Removal and Restoration Sub-Committee Established. The Diversion Authority Board hereby creates the Debris Removal and Restoration Sub-Committee of the Metro Flood Diversion Authority pursuant to Section 6.01 of the JPA.
2. Debris Removal and Restoration Sub-Committee Jurisdiction. The Debris Removal and Restoration Sub-Committee is responsible for making recommendations to the Land Management Committee with final recommendation to the Metro Flood Diversion Authority regarding the Post-Operation Debris Clean-up and Restoration Plan.
3. Debris Removal and Restoration Sub-Committee Membership. The Debris Removal and Restoration Sub-Committee shall consist of seven (7) total members, who shall all be voting members:

- a. One (1) member recommended by the CCJWRD Board and appointed by the Diversion Authority Board;
 - b. One (1) member recommended by the Moorhead-Clay County Joint Powers Authority and appointed by the Diversion Authority Board;
 - c. Three (3) members of the Land Management Committee, with at least two (2) with a technical background, and appointed by the Diversion Authority Board;
 - d. Two (2) members recommended by the RWJPA and appointed by the Diversion Authority Board, who must be full-time Agricultural Crop Producers from the Staging Area.
4. Debris Removal and Restoration Sub-Committee Member Terms. The terms for members of the Debris Removal and Restoration Sub-Committee shall commence on January 1st and end on December 31st of each year, with no term limits.
 5. Organizational Meeting. An organizational meeting of the Debris Removal and Restoration Sub-Committee shall be held within ninety (90) days of the Effective Date of this Resolution and shall be called at a time to be determined by the Diversion Board Secretary. The Diversion Board Secretary shall ensure that proper notice of this meeting is given.
 6. Debris Removal and Restoration Sub-Committee Chair and Vice Chair. The Debris Removal and Restoration Sub-Committee shall select a chair and vice chair by majority vote of its members. The terms for the Chair and Vice Chair shall commence on January 1st and end on December 31st of each year, with no term limits.
 7. Member Entity Staff. Member Entities may provide support staff and services for the Debris Removal and Restoration Sub-Committee, but Member Entity staff may not serve as members of the Debris Removal and Restoration Sub-Committee.
 8. Sunset on Debris Removal and Restoration Sub-Committee. In the event that the Diversion Authority Board and the RWJPA Board both determine by an affirmative vote of a majority of all Diversion Authority Board Members and by an affirmative vote of a majority of all RWJPA Board Members that the Debris Removal and Restoration Sub-Committee is no longer needed, the Diversion Authority Board may vote to suspend regular meetings of the Debris Removal and Restoration Sub-Committee and allow the Debris Removal and Restoration Sub-Committee to meet only on an as-needed basis.
 9. Dissolution of Debris Removal and Restoration Sub-Committee. In the event that the Diversion Authority Board and the RWJPA Board both determine by an affirmative vote of a majority of all Diversion Authority Board Members and by an affirmative vote of a majority of all RWJPA Board Members that the Debris Removal and Restoration Sub-Committee is no longer needed, the Diversion Authority Board may dissolve the Debris Removal and Restoration Sub-Committee.

10. Dissolution of Land Management Committee. In the event that the Diversion Authority Board determines by an affirmative vote of a majority of all Diversion Authority Board Members that the Land Management Committee is no longer needed, the Diversion Authority Board may re-establish the Debris Removal and Restoration Sub-Committee or Committee by a resolution of the Diversion Authority Board.
11. Effective Date. This Resolution shall take effect immediately upon adoption.

Dated: March 26, 2026.

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

Dr. Timothy Mahoney, 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: none. 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

17 Mar 2026

1 Diversion Inlet Structure (DIS) – Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 99.5% complete. Completion date is 28 Oct 2025. Final inspections upcoming. Turnover to Sponsors for OMRRR anticipated 5 May 2026.

2 Wild Rice River Structure (WRRS) – Construction

Structure includes 2-40 ft. wide Tainter gates. Construction is 99% complete. Completion date is 28 November 2025. Final inspections upcoming. Turnover to Sponsors for OMRRR anticipated 5 May 2026.

3 Red River Structure (RRS) - Construction

Structure includes 3-50 ft. wide Tainter gates. Construction is 95% complete. Construction completion date is 30 April 2026. Red Zone meeting was held 12 March to prepare for construction completion. Turnover to Sponsors for OMRRR anticipated in late August 2026

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 2 December 2027. Contractor replanted areas disturbed by adjacent producers.

6 FY2024 Contract Awards - Construction:

OHB Ring Levee: 98% complete. Construction acceptance occurred on 4 December 2025.

Turnover to Sponsors for O&M occurred on 29 December 2025.

Reach SE-1B: 79% complete. Contract completion date will be extended into July 2026.

Reach SE-2B: 90% complete. TRM and turf establishment remain. Contract completion date is 23 October 2026.

Forest Mitigation #1: Planting/maintenance ongoing. Contract completion date is 31 Dec 2028.

Reach SE-4: 34% complete. Contract completion date is 15 October 2026.

7 FY2025 Contract Awards - Construction:

SE-3: 40% complete. Contract completion date is 11 September 2026.

SE-5: 37% complete. 180th Ave S. is closed at the creek location through winter. Contract completion date is 8 September 2026.

Forest Mitigation #2: Planting/maintenance ongoing. Contract completion date is 31 Dec 2029.

8 FY2026 Contract Awards:

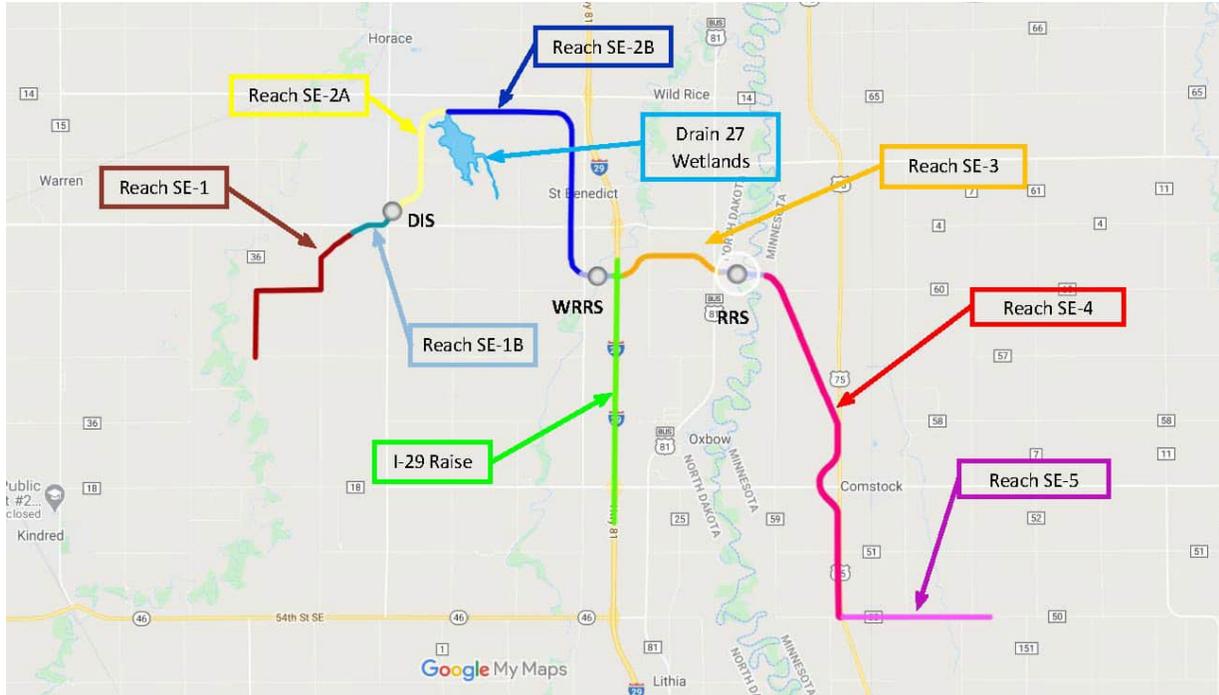
Forest Mitigation #3: Service contract awarded 27 February 2026. Completion date will be December 2028.

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

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

10 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

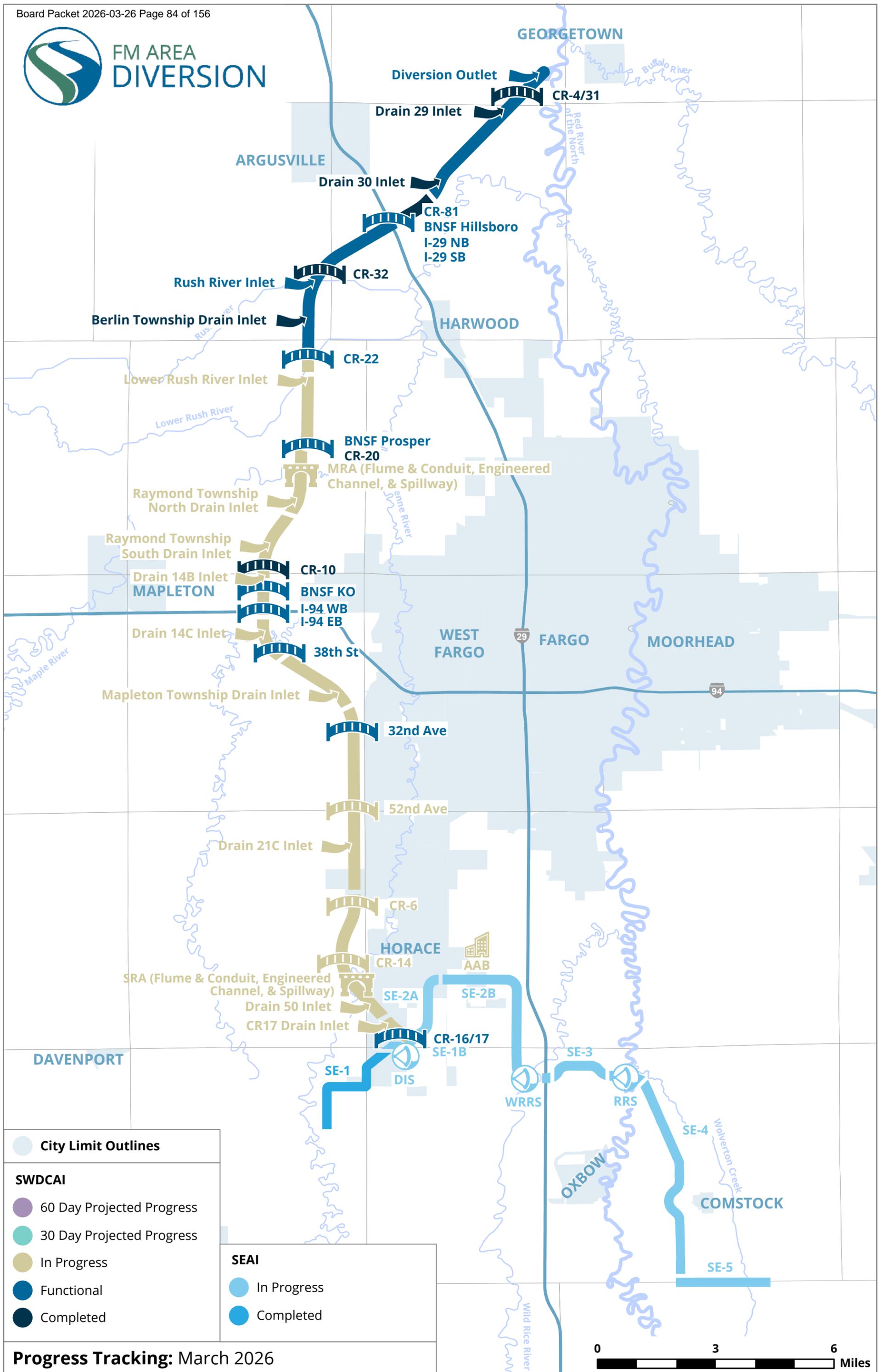
DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure

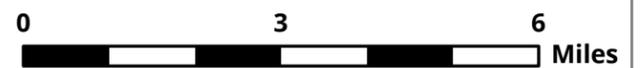


FM AREA DIVERSION



| | |
|---------------|----------------------------|
| | City Limit Outlines |
| SWDCAI | |
| | 60 Day Projected Progress |
| | 30 Day Projected Progress |
| | In Progress |
| | Functional |
| | Completed |
| SEAI | |
| | In Progress |
| | Completed |

Progress Tracking: March 2026

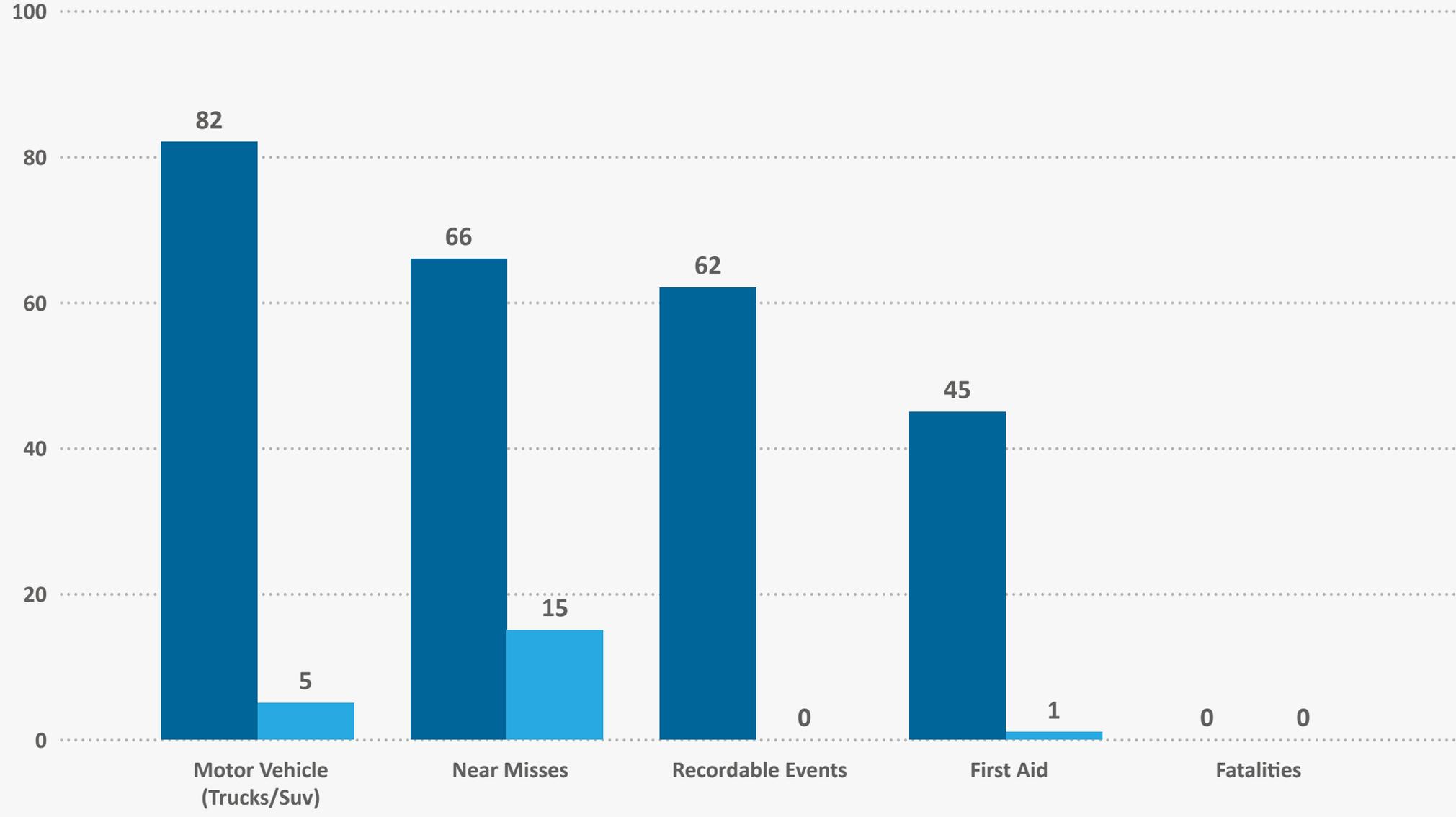


FM Area Diversion Safety Statistics - February 2026

Current Reporting Period: February 1 - February 28

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 FEBRUARY 2026

Issue Date – March 18, 2026

PROGRESS

Construction of the SWDCAI is approximately 82%¹ complete based on Earned Value from RRVA's latest Schedule Submittal.

The work during the reporting period is summarized below:

- **General:** Work has ramped up on most areas of the project as the winter weather permits. There are challenges to complete the remaining work within the permit restrictions; however, the Authority and the Developer are working with the relevant agencies to ensure compliance.
- **Aqueducts:** Maple River Aqueduct: Concrete was placed to the compressor building footing and baffle block north and south sections of the spillway. Formwork and rebar were installed for the remaining baffle blocks for the spillway. Covers were installed to the low flow channel heat trace system. Excavation for the engineered channel commenced at the cultural site 5. Once the Engineered channel was excavated to profile and boulders placed, temporary erosion control mats were installed. The low flow channel heat trace was turned on. Pumping continued for the diversion of the Maple River and the river was cut over into the new engineered channel. Improperly installed erosion control mats were subsequently removed. Welding of the bridge towers and gantry continued. The vertical lift gate was installed and welding continued in place with the gate partially raised. Investigations continued into the causes and remedies for the failed joints in the wingwalls. The compressor building was set on its foundations. Coal tar epoxy was applied to the spillway sheet piles. Conduits were installed between the e-house and the compressor building. Excavation continued of the main channel upstream and downstream and for the spillway. Sheyenne River Aqueduct: Concrete was placed in wingwall #1 section 3 wall; wingwalls #5 and #6 footings for sections 1 and 2; wingwalls #7 and #8 section 1 second lift; flume bypass top slab north and south sections 3 and 5; spillway upstream A and B north sections; and east abutment bypass and flume wall section 5. Epoxy coated rebar was installed for: the south walkway slab section 3; the upstream B north chute of the spillway; the flume wall section 5; wingwall #6 sections 1 and 2 walls; wingwall #4 section 4 footing and wall; tie hooks to wingwalls #5, #6 and #8 sections 3; and west abutment second lift south and north. Formwork was erected for west abutment north and south lift; south walkway slab section 3; wingwall #5 section 1 and 2 walls; wingwall #4 section 4 footing; and west abutment north and south lift. Piling was driven for wingwall #4 section 4; and wingwalls #5 and #6 sections 1 and 2. Backfill was placed at wingwall #8 section 3 footing; and wingwall #5 section 3 footing was excavated.
- **Stormwater Diversion Channel:** A stockpile was moved from Reach 03 to Reach 01. Reach 04: Topsoil was excavated at the main channel and placed, graded and profiled for undulations on the right EMB. Reaches 06, 08, 09 and 10: The main channel excavation and placement on the EMBs continued. Reach 13: The main channel excavation and placement on the EMBs continued and topsoil was placed, graded and profiled on the channel slopes and low flow channel. Reach 14: the main channel slopes and top were dressed up.

¹ Note: Overall Percent Complete is based on the RRVA January 2026 PSSU submitted on February 13, 2026, and is calculated based on Earned Value (EV).

- **Interstate Crossings:** I-29: No activity. I-94: Temporary fencing was installed. Topsoil was placed to ditches, dressed up and excess removed. Sign boards were installed to the south east side of the crossing.
- **County and Township Road Crossings:** CR 81 Crossing: The bypass continued to be removed and placed in the left EMB and in a stockpile in Reach 01. CR 22 Crossing: Repairs to the pier diaphragm block ends carried out, and the new crossing was opened to traffic. Removal of the bypass commenced and was placed in the right EMB. 52nd Avenue Crossing: Formwork, rebar and concrete were placed to the north and south Texas Corral Barriers.
- **Diversion Outlet:** Clean-up work is ongoing and Punch List items were addressed
- **Hydraulic Structures:** Rush River Inlet: Excavation of the approach channel, placement of bedding and riprap, and removal of earth dam continued. Raymond South Township Drain Inlet: Punch List items continued to be completed. Drain 14B Drain Inlet: Remedial work to rebar was ongoing. Mapleton Drain 24 Drain Inlet: Remedial activities to downstream headwall weepholes continued. Drain 21C Drain Inlet: Epoxy coated rebar continued to be installed and concrete placed for the upstream and downstream headwall footings. Topsoil was placed and graded. Drain 50 Drain Inlet: Remedial patching continued to be carried out to the headwalls.
- **Railroad Crossings:** BNSF Hillsboro Railroad Crossing: The shoofly ballast and embankment continued to be removed and placed on the Right EMB. BNSF Prosper Railroad Crossing: The shoofly ballast, embankment and the access road continued to be removed and placed on the Right EMB. BNSF K.O. Railroad Crossing: Concrete was placed to span #1 walkways. Handrails were installed and waterproofing applied. Ballast was placed and BNSF continued to install and weld track panels.
- **Access and Security:** Reach 01: No activity this month.
- **Authority Administration Building (AAB):** Office building Exterior sheathing on the second level, and interior wall framing continued to be installed. Blocking and door frames were installed. The roofing, electrical rough-in, plumbing rough-in, mechanical rough-in, air barrier and siding all continued.

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

GENERAL ADMINISTRATION

Significant effort by both the Developer and the Authority has resulted in progressing Advance Payments and Interim Completions into a regular rhythm.

Staff at the Authority and the Developer have commenced preparing processes and procedures for project substantial completion and transitioning into the operation and maintenance period.

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 Definitive Settlement Agreement |

| Dispute | Description | Date Referred | Status |
|--|--|----------------------|--|
| 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 Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| CE 023 – Epoxy Coated Rebar Delays | RRVA disagrees that epoxy-coated reinforcing steel is required by the Technical Requirements (TRs) for all reinforced concrete and maintains that the Authority has caused delays as a result | June 5, 2025 | Dispute resolved via the Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| Noncompliance Points Assessed for RRVA_LL-00207 and RRVA_LL-00222 | RRVA disputes and refuses to cure Noncompliance Points Assessed for NCR207 and NCR222 | May 8, 2025 | Dispute resolved via the Definitive Settlement Agreement |
| Notice of Interim Completion Package for Legal Drain 29 | RRVA disputes the Authority’s position to not grant certification of ICEs for Drain 29 | April 18, 2025 | Dispute resolved via the Definitive Settlement Agreement |
| Notice of Interim Completion Package for Legal Drain 30 | RRVA disputes the Authority’s position to not grant certification of ICEs for Drain 30 | May 9, 2025, | Dispute resolved via the Definitive Settlement Agreement |

The Authority and the Developer have re-established the Technical Dispute Review Board and the Parties recently appointed a new chair of the Financial Dispute Review Board. However, during the reporting period, due to the resignation of the Authority’s FDRB member, the Authority and the Developer are exploring the possibility of combining the TDRB and the FDRB into one single DRB that deals with technical and financial matters.

COMMERCIAL

Compensation and Relief Events

By the end of February 2026, RRVA had submitted notices of 34 (thirty-four) Compensation Events and 2 (two) Relief Events. A summary and status of the Compensation Events and Relief Events is in *Attachment B – Submitted Compensation Events (CEs) and Relief Events (REs)*.

Change Requests

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

There have been 29 (twenty-nine) Authority-initiated change requests (ACRs) through the end of the reporting period. 17 (seventeen) have been agreed and progressed to executed change orders or directives, totaling a cost to the Authority of \$5,533,793.31 and a credit to the Authority of \$950,000. 3 (three) ACRs were withdrawn, 8 (eight) have been resolved via the statement of Principles and 1 is pending negotiation with RRVA². 2(two) ACRs are under development by the Authority³. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There were 58 (fifty-eight) developer-initiated change requests (DCRs) through the end of the reporting period. 35 (thirty-five) have been agreed and progressed to executed 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*.

PROJECT CONTROLS

Schedule

The Developer submitted the fortieth Project Status Schedule (PSSU) update on February 13, 2026, for the month of January 2026 (01-Feb-26 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 1,672 changes from the PSSU 2025 December submitted on January 15, 2026, 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 provided to the Developer on August 22, 2025 (FMAD-TRN-014140).

Invoicing and Payment

BNSF has submitted 155 invoices through the month of February 2026 totaling \$18,140,970.4. These have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. 142 of the 155 were paid for a total of \$16,677,496.77. 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 per 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 February.

² One ACR (ACR027-2025 - Harwood Township Connector Road) remains in negotiation with RRVA but it will likely be withdrawn.

³ One ACR is in development, tentatively referenced 'ACR030-2026 – Exhibit 4 Updates' to make changes to the ROW to accommodate the Harwood Township Connector Road which the Authority will deliver out with the P3 Agreement. Another ACR is in Development concerning an amendment to Attachment 4-1 to the Technical Requirements (Item 3.05.18) concerning maintenance of the AAB and Project Office.

Payments to RRVA

July 3, 2025, 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 within 120 days of each advance payment request. The tables below have 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.

| Summary of all Payments to the Developer through February 2026 | | |
|--|-------------------------|------------------------------------|
| Cost Type | Amount | Notes |
| Series A Advance Payment Invoices | \$85,731,113.2 | See Table Below |
| Series A & B Interim Completions | \$70,243,286.00 | See Attachment E |
| SoP Section 22 Payments | \$20,000,000 | Upon execution of the SoP. |
| ACRs | \$7,606,760.06 | (see Attachment C) |
| DCRs | \$3,712,553.80 | (See Attachment D) |
| DRB Members (50% share) | \$141,699.98 | Includes Polsinelli PC cost share. |
| Grand Total | \$187,435,413.04 | |

| Pay Units Currently in Series A - Additional Milestone <u>Advance</u> Payments | | | | |
|--|----------|-----------------------|-------------|------------------|
| Description | Pay Unit | Amount | Status | Date Paid |
| Diversion Channel Reach 1 | 2 & 3 | \$29,781,551 | Paid | 7/16/2025 |
| 38th Street W Crossing and improvements | 57 | \$5,205,660 | Paid | 8/12/2025 |
| CR 22 Crossing | 25 | \$4,789,423 | Paid | 9/17/2025 |
| Removal of the BNSF Hillsboro Subdivision Line Crossing Shoofly | 31 | \$1,358,017.60 | Paid | 12/16/2025 |
| Removal of the BNSF Prosper Subdivision Line Crossing Shoofly | 34 | \$1,020,732.00 | Paid | 12/16/2025 |
| Diversion Outlet | 1 | \$5,875,866.40 | Paid | 1/14/2026 |
| Diversion Channel Reach 5 | 7 | \$30,073,898.40 | Paid | 1/27/2026 |
| Diversion Inlet Structure Tie-In | 47 | \$7,625,964.80 | Paid | 2/24/2026 |
| | Total | \$85,731,113.2 | | |

Other:

The following invoices are forecasted to be submitted in 2026, the amount shown is for the full pay unit amount:

| Invoice Name | Pay Unit # | Forecasted Payment Date | Pay Unit /ACR DCR Amount |
|---|------------|-------------------------|--------------------------|
| CR 20 Crossing | 55 | Mar-2026 | \$6,484,885 |
| Berlin Township Drain Inlet | 14 | Mar-2026 | \$4,258,118 |
| CR 10 Crossing | 54 | Mar-2026 | \$6,584,740 |
| Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements | 28 | Mar-2026 | \$9,014,526 |

| Invoice Name | Pay Unit # | Forecasted Payment Date | Pay Unit /ACR DCR Amount |
|---|--------------------|-------------------------|--------------------------|
| Channel Reach 02 Pay Unit | 4 | Apr-2026 | \$16,272,719 |
| Channel Reach 14 Pay Unit | 46 | Apr-2026 | \$18,446,658 |
| Diversion Inlet Structure Tie-In | 47 | Apr-2026 | \$9,532,456 |
| Lower Rush River Inlet | 15 | Apr-2026 | \$8,862,507 |
| BNSF Prosper crossing – BU5 – Removal of Shoofly | 34 | May-2026 | \$1,275,915 |
| Diversion Outlet | 1 | May-2026 | \$7,344,833 |
| 38th Street W Interim Connection (roadway connection south of I-94) - Construction | ACR023-2024 - 2 | May-2026 | \$51,750 |
| Rush River Inlet | 13 | May-2026 | \$8,041,484 |
| Raymond Township South Drain Inlet | 17 | May-2026 | \$3,181,911 |
| Channel Reach 01 Pay Unit | 2 | May-2026 | \$14,152,593 |
| Channel Reach 01 Pay Unit | 3 | May-2026 | \$23,074,346 |
| Raymond Township North Drain Inlet | 16 | May-2026 | \$3,193,006 |
| MLGC FOC Installation in Mapleton Township | ACR011-2023 | May-2026 | \$350,000 |
| Channel Reach 05 Pay Unit | 7 | Jun-2026 | \$37,592,373 |
| BNSF Hillsboro crossing – BU5 – Removal of Shoofly | 31 | Jun-2026 | \$1,697,522 |
| CR 22 Crossing | 25 | Jun-2026 | \$5,986,779 |
| Channel Reach 09 Pay Unit | 41 | Jun-2026 | \$42,263,110 |
| Removal of the BNSF KO Subdivision Line Eastbound Crossing Shoofly outside of BNSF ROW. (Buildable Unit as described in Section 3.3.3.6 Railroad) | 37 | Jun-2026 | \$1,386,864 |
| Removal of the BNSF KO Subdivision Line Westbound Crossing Shoofly outside of BNSF ROW. (Buildable Unit as described in Section 3.3.3.6 Railroad) | 40 | Jun-2026 | \$1,386,864 |
| 32nd Avenue West Crossing | 56 | Jul-2026 | \$6,484,885 |
| Cass County Drain 14C | ACR006-2022 | Jul-2026 | -\$950,000 |
| I-29 Northbound Crossing | 21 | Jul-2026 | \$11,123,724 |
| I-29 Southbound Crossing | 22 | Jul-2026 | \$11,123,724 |
| I-94 Eastbound Crossing | 23 | Jul-2026 | \$11,001,680 |
| I-94 Westbound Crossing | 24 | Jul-2026 | \$11,001,680 |
| Maple River Aqueduct | 20 | Jul-2026 | \$41,248,560 |
| Channel Reach 03 Pay Unit | 5 | Jul-2026 | \$26,733,448 |
| Mapleton Township Drain Inlet | 49 | Jul-2026 | \$3,193,006 |
| Channel Reach 04 Pay Unit | 6 | Jul-2026 | \$16,380,341 |
| BNSF Hillsboro Subdivision Line Crossing | 30 | Jul-2026 | \$11,134,819 |
| BNSF Prosper Subdivision Line Crossing | 33 | Jul-2026 | \$8,416,565 |
| 38th Street West Crossing | 57 | Jul-2026 | \$6,507,075 |
| Drain 14B Inlet | 18 | Jul-2026 | \$3,581,328 |

| Invoice Name | Pay Unit # | Forecasted Payment Date | Pay Unit /ACR DCR Amount |
|--|-------------------------------|-------------------------|--------------------------|
| Channel Reach 06 Pay Unit | 8 | Aug-2026 | \$17,553,406 |
| Channel Reach 10 Pay Unit | 42 | Aug-2026 | \$29,499,300 |
| Drain 14C Inlet | 19 | Aug-2026 | \$8,940,172 |
| BNSF KO Subdivision Line Eastbound Crossing | 36 | Aug-2026 | \$9,126,639 |
| BNSF KO Subdivision Line Westbound Crossing | 39 | Aug-2026 | \$9,126,639 |
| Drain 21C Inlet include 15th St. SW Improvements CR8 – 32nd Ave. | 50 | Aug-2026 | \$3,193,006 |
| Channel Reach 07 Pay Unit | 9 | Aug-2026 | \$22,568,529 |
| CR 6 Crossing | 53 | Aug-2026 | \$6,484,885 |
| Channel Reach 08 Pay Unit | 10 | Aug-2026 | \$25,280,570 |
| Channel Reach 12 Pay Unit | 44 | Aug-2026 | \$22,676,150 |
| Milestone 2 will be paid when the Certificate of Interim Completion for Pay Unit Number 24 (I-94 Westbound Crossing) is achieved. | ACR007 - 2022-2 | Aug-2026 | \$141,970 |
| Milestone 1 will be paid when the Certificate of Interim Completion for Pay Unit Number 22 (I-29 Southbound Crossing) is achieved. | ACR007 - 2022-1 | Aug-2026 | \$141,970 |
| Channel Reach 11 Pay Unit | 43 | Aug-2026 | \$36,903,602 |
| 52nd Avenue W Crossing | 59 | Aug-2026 | \$5,494,777 |
| CR 81 Crossing | 27 | Sep-2026 | \$14,706,217 |
| CR 16/17 Crossing | 48 | Sep-2026 | \$6,584,740 |
| CR 14 Crossing | 60 | Sep-2026 | \$7,189,260 |
| Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 4 - Completion of Construction at Maple and Sheyenne | ACR016-2023 & ACR022-2023 - 4 | Sep-2026 | \$2,225,000 |
| Authority Administration Building | 58 | Sep-2026 | \$8,631,843 |
| Channel Reach 13 Pay Unit | 45 | Sep-2026 | \$44,500,407 |
| Drain 50 Inlet | 51 | Sep-2026 | \$3,193,006 |
| Sheyenne River Aqueduct | 52 | Oct-2026 | \$36,144,900 |
| Substantial Completion Milestone Payment | MPsc | Oct-2026 | \$127,265,187 |
| Total | | | \$844,988,969 |

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.

The Authority will also pay BNSF a total of \$9,000,000 for lifespan maintenance and future reconstruction of three railroad bridges following completion of construction of these structures, estimated to be Summer 2026. This payment reflects the net present value of the three bridges for which BNSF will accept responsibility for ownership and maintenance.

In addition to the payments above, Section 22 of the Statement of Principles (SOP) executed in July 2025 provides for a total of \$57 million in settlement of released claims as follows:

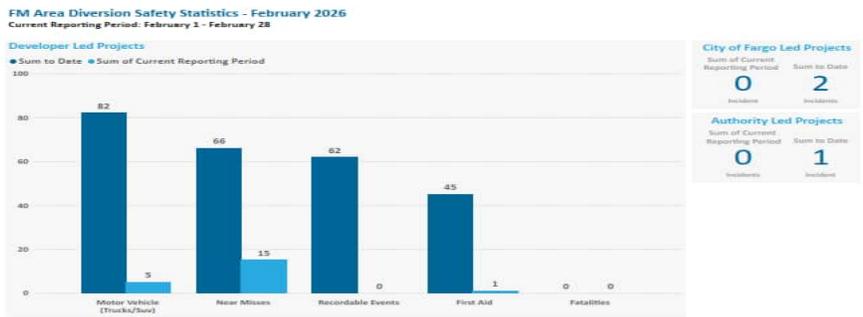
| SOP Section 22 Payments | | | |
|---|---------------------|---------------------|-----------------------------|
| Payment Type | Amount | Payment Date | Notes |
| Initial Settlement Agreement 30 days following Statement of Principles Effective Date (July 3, 2025) | \$10,000,000 | July 14, 2025 | |
| 30 days after all NCRs identified in Schedules C and D of the SOP are formally closed | \$10,000,000 | October 3, 2025 | |
| 30 days following issuance of Design Certificates and Construction Certificates for Buildable Units S09 (Rush River Inlet) and O00 (Diversion Outlet Structure) | \$7,000,000 | | Payment expected March 2026 |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Units CR1, CR2, CR3, CR4, CM1, CM2, CM3, CM4, CM5, CS1, CS2, CS3, CS4 and CS5 for Local Drainage. | \$5,000,000 | | |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Units A51, A52, and A53 for the Maple River Aqueduct. | \$5,000,000 | | |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Unit A56 for the Sheyenne River Aqueduct. | \$5,000,000 | | |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Units M35, Y35, G35, and R36 for the NDDOT Bridges. | \$5,000,000 | | |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Units X71, X73, X75, X81, X83, X85, X91, X93 and X95 for the BNSF Bridges. | \$5,000,000 | | |
| 30 days after the issuance by the Developer of a Design Certificate and Construction Certificate for Buildable Units M11, G11, Z11, M12, Y12, G12, M13, G13, Z13, R14, R15, R17, R61, R62, and R73 for the Cass County Bridges. | \$5,000,000 | | |
| Grand Total | \$57,000,000 | | |

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*.

Safety



The summary for Safety for the Month of February 2026 is as follows:

- 2/5/2026 ASN - Silverstar Carwash Sheyenne; while going through the car wash, a non-company vehicle slipped off the tracks rear ending a company vehicle. No damage to the company vehicle.
- 2/6/2026 ASN - Maple River Aqueduct; employee was cleaning caulking gun equipment using a bucket of thinner and liner gloves. During the process, caulking material got on his hands. He added additional thinners in an attempt to remove the material from both the equipment and his hands. Due to the cold weather, his hands became very cold and began to hurt. While disposing of the glue residue in the trash, he attempted to warm his hands near a heater, which resulted in his hands catching fire.
- 2/7/2026 ASN - Reach 08; employee close door of Volvo Heavy Dump Truck and produces a spiderwebbed crack on the window.
- 2/10/2026 ASN - Maple River Aqueduct; damage was discovered on an ASN owned Allmand Maxi-Heat. It is unknown when the damage occurred and who caused the damage.
- 2/13/2026 ASN - All Hand Safety Meeting.
- 2/16/2026 ASN - 52nd Ave W Crossing. After dropping some garbage into the roll off dumpster the employee started to leave and lost traction resulting in the back driver side of the pickup making contact with the dumpster.
- 2/17/2026 ASN - Drain 21C Inlet; employee opened the door to get out of the skid steer when a gust of wind caught it, causing the door to slam against the skid steer and shattering the window
- 2/19/2026 ASN - Public Road (Intersection of 45th St S & Brandt Dr), employee was traveling Southbound in the (Easterly) left lane of 45th St just North of the intersection of 45th and Brandt Dr when the vehicle in front of him started to slide and turn sideways. Employee tried to avoid the car in front of him and while doing so, he clipped the truck next to him on the back driver side quarter panel with the front passenger side bumper. No injuries.
- 2/20/2026 ASN - Reach 08; employee was traveling on a channel's road when a frozen piece of dirt contacted a transmission line under the vehicle causing a small amount of transmission fluid to spray on the ground (< 1 gallon).
- 2/21/2026 ASN - Reach 10; employee was driving a company pickup truck in reach 10 when a frozen piece of dirt contacted the transmission pan causing damage. No injuries occurred.
- 2/26/2026 ASN - Sheyenne River Aqueduct; during operations near the Manitowoc 1110, the tower crane made contact with the 1110 cable. Operations were immediately stopped, supervision was notified, and the load was secured and moved clear of the swing radius.

Road Closures for Bridge Construction

| Temporary Road Closures | Anticipated Mainline Opening Date |
|---|--|
| County Road 81 – Partially demolished | Open |
| County Road 22 - Bypass Operational | February 2026 will be demolished in March 2026 |
| 32nd Ave – Traffic Detoured to CR 8 and CR 31 | December 2025 |
| 52nd Ave – Traffic Detoured to CR 8 and CR 31 | March 2026 |
| County Road 6 - Bypass Operational | March 2026 |

| Roadways are currently closed. | Upcoming Permanent Road Closures (Tentative Schedule) |
|-----------------------------------|---|
| 24th St SE – Closed 9/21/2022 | |
| 172nd Ave. SE – Closed 9/19/2022 | 40th Ave. / CR 8 – Planned date closed December 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 22, CR 14, and CR 6 |
| 32nd St. SE – Closed 3/20/2024 | <u>ACTIVE BRIDGES</u> |
| 37th St. SE – Closed 9/20/2023 | CR 4/31 Crossing, CR 32 Crossing, CR 10 Crossing, CR 20 Crossing, I-29, I-94, CR 16/17 Crossing, 38 th St NW Crossing; 32 nd Ave Crossing CR 22 first of March. |
| 166th Ave. SE – Closed 5/24/2024 | <u>ACTIVE DETOURS</u> |
| 43rd St. SE Closed 10/7/2024 | 32 nd Ave W is a detour for 40 th Ave/ CR 8. |
| 112th Ave. S – Closed 10/10/2024 | <u>UPCOMING DETOURS</u> |
| 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 | |
| 35th St. SE – Closed 10/7/2027 | |

Operations & Maintenance

RRVA continued general inspections throughout the ROW, Local Drainage inspections to ensure ditches and culverts are free from debris, and Interim Completion Element inspections. The Developer has stated its primary focus is areas that are submitted for Interim Completion.

There was no Certificate for Interim Completion issued to the Developer in February. Therefore, there are no new Project Elements/Buildable Units in the O&M Phase.

The inspections for Drain 29 Inlet, Drain 30 Inlet, CR 20 Crossing, CR 32 Crossing and CR 4/31 Crossing and Roadway Improvements, Channel Reach 02, Local Drainage, Dead-End Terminations, 170th Ave Crossing Drain 13 & 30, Berlin Township Drain Inlet and CR 10 Crossing are being completed within the 'City works' Computerized Management and Maintenance System (CMMS).

There were several work orders opened in City works for Bridge Deck Cleaning for CR 20 Crossing, CR 32 Crossing, CR 4/31 Crossing and CR 10 Crossing with a projected end date of May 29, 2026. We continue to monitor RRVA's

inspections and their inputs in City works. The Authority continues to remind the Developer that the entire project ROW is of concern and will be reported under Nonconformance if its efforts are not apparent on project wide.

Compliance checks

The PMC carried out the following for the month of February 2026:

- 959 Daily Observations; 85 Compliance Checks; 48 Issues written (were noted that the Contractor was able to resolve readily); and 37 new punch list items were conducted by the Authority's Construction Management Team.

For monthly construction activities update, see Appendix A of this document.

Testing

Earthwork field and laboratory tests performed by Braun Intertec are as follows:

- Atterberg (3); Hydrometer (7); Proctor (4); Sieve (1); Field Reports (15); Density Tests (54); Concrete (141)

Survey GIS:

- There were no specific surveys completed in February due to subzero temperatures.

Cass County Monitoring of County Bridges (by HMG):

- HMG monitoring for Cass County presented 3 Field Reports for the month of December. Bridge work is complete except for some approaches.

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.
 - 128 Inspection and Test Plans (ITPs) have been approved for Utility activities.
 - 62 Shop Drawing submittals for Developer Managed utility relocations are approved.
- Overall, 93 of 108 identified utility conflicts (86%) have all work including HDD void grouting and removal of abandoned facilities completed.
- Relocations for all 60 utilities crossing under the channel have been tied-in or cut over.
- Abandoned/retired utility facilities have been removed for 84 Utility BUs. Buried segments of 8 utilities still need to be removed.
- The voids have been grouted on both the entry and exit sides at 39 HDD installations. One bore still requires grouting on both sides and two require the HDD void to be grouted on one side only.
- Adjustments for 10 of the 14 overhead electric transmission lines crossing the channel ROW are complete.

- Park Construction mobilized at the beginning of February and resumed removing retired utilities. Park Construction completed the removal of 12 retired utilities, including five in Reach 08: BU-AT2, BU-MS3, BU-P10, BU-W12, and BU-W13. In Reach 09: MLGC’s abandoned duct BU-F18 and BU-F19 were removed. Additionally, in Reach 11: BU-DC2, BU-F27, BU-F28, and BU-W17 were removed.
- Western Area Power Administration (WAPA) began receiving deliveries of pole segments and components for the BU-WS1, BU-WS2, and BU-WS3 overhead transmission line readjustments in mid-February. During the second half of February, WAPA began setting poles on their respective pier foundations for BU-WS1 and BU-WS2. Readjustment work for these two BUs is expected to be completed in early March, after which WAPA will reassign resources to complete BU-WS3 readjustment. The last drilled-pier foundation for BU-WS3 was completed by Tri-State Drilling in early February.

SUBMITTALS

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

| Submittal | Reporting Period | To Date |
|--|------------------|---------|
| Submittals received for review and comment (including ITP Complete) | 99 | 5,059 |
| Reviews carried out* | 80 | 4,743 |
| Submittals returned with no comment | 86 | 1,845 |
| Submittals in review with the Authority as at end of reporting period | 87 | n/a |
| Submittals back with RRVA for resubmission as at end of reporting period | | 180 |
| rejected as incomplete at end of reporting period | 4 | 47 |
| rejected with comments at end of reporting period | 11 | 130 |
| number of comments at end of reporting period | 529 | 3,229 |
| CDS returned with no comments | 0 | 197 |
| RFC documents (includes minor updates that are not redesigns) | 0 | 197 |
| Relating to utility relocations | 0 | 81 |
| RFCs back in redesign | 0 | 4 |
| 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. This also excludes ITP Close out reviews as comments on these are included in the associated Construction Certificates.

- No Interim Completion Element (ICE) Notices were certified in January 2026; the total of agreed Notices remains as 11.
- ICE Notice for Lower Rush River Inlet was rejected in the reporting period and was resubmitted.
- ICE Notice for Diversion Channel Reach 5 was under review at the end of the reporting period.
- 28 ICE Notices due to be received by the Authority by the end of February 2026 remain undelivered by the Developer. These are Reach 1, Reach 3, Reach 4, Reach 7, Reach 9, Reach 14, Diversion Outlet, Mapleton Drain, Drain 14B, Raymond Drain North, Raymond Drain South, Rush River Inlet, CR16/17

Crossing, CR22 Crossing, 38th St W Crossing, 32nd Ave W Crossing, 52nd Ave W Crossing, CR6 Crossing, CR 14 Crossing, CR81 Crossing, BNSF Prosper Crossing, BNSF Hillsboro Crossing, BNSF Hillsboro Shoofly Removal, BNSF Prosper Shoofly Removal, BNSF KO Crossing, BNSF KO Shoofly Removal, I-94 and I-29.

- No 15-business-day notices were received in February 2026.
- No 60-day notices were received in February 2026.
- Two ICE Advance Payment requests were made in February 2026 for the Drain Inlet associated with Legal Drain for Raymond Township South and Diversion Channel Reach 14; and both were accepted. The Advance Payment Request for Diversion Channel Reach 14 was only in respect of Pay Unit 47 (ICE40 covers Pay Unit 46 and 47).

TECHNICAL

• **Design Review**

- Development and delivery of Released Construction (RFC) design packages by the Developer have been almost completed. Modification and changes to the RFC documents will continue throughout the construction period. These changes are typically due to minor corrections and adjustments to meet field conditions. Any minor changes are processed through the Request for Information (RFI) process. Significant changes which impact the functionality or form of the original design will be made through a formal design change process. The Developer will then change and submit it for review in the same manner as the original design.
- Additional design and technical reviews continue to be conducted for Shop Drawings and Inspection and Test Plans.
- Review of Technical Reports on specific items identified in the recently issued Statement of Principals document continued again during this reporting period.
- Revisions to quarterly submittals of the Design H&H Model have been received. Comments previously provided to the Developer have yet to be addressed.
- Re-submittal of RFC documents which were identified in the Statement of Principles and have completed the Technical Memo review process are beginning to be submitted for final review.

• **Agency Coordination**

- Agency specific coordination continues during this reporting period.
- **NDDOT**
 - Interstates 29 and 94 are fully open to traffic. Punch list items and final clean-up will be completed in spring 2026.
 - Preparation of Record Drawing Deliverables is underway.
- **Cass County**
 - Standing and task specific coordination meetings continue this reporting period

- Coordination between Developer and Cass County regarding winter snow removal and maintenance operations continues.
- Review and inspection of structures opened to traffic this past fall is continuing
- Review of Record Drawing Deliverable Packages continues.
- Coordination and planning for completion of remaining structures in Spring of 2026 continues.
- Monitoring the flood forecast for spring is underway
- **BNSF**
 - Standing coordination meetings with BNSF continue.
 - Prosper Line and Hillsborough Line are open and operational
 - Replacement of deficient girder at KO has been completed.
 - Progress continues to be made with completion of remaining items at KO
 - Developers continue to remove shoofly's at Hillsboro and Prosper. Meetings have taken place with the Developer to finalize As Built plan content on these project components.

QUALITY

Nonconformances

The Developer reported 17 (seventeen) Nonconformances.

The Authority conducted an audit of the O&M Manual and CMMS requirements implementation, resulting in the identification of 7 (seven) Opportunities for Improvement (OFIs) and 8 (eight) Observations (OBS). No Nonconformances were raised as part of this audit.

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

| Summary of points as of the end of reporting period | Number of Nonconformances | Assessed NCPs |
|---|---------------------------|---------------|
| Assessed Noncompliance Points | 96 | 847 |

Due to lag in the reporting process and the review status of the Monthly Performance Reports, the numbers reported above may be different than what Developer reported as part of their Monthly Performance Report.

The 3 months and 12 months Increased Monitoring Thresholds have been reached.

A large number of Nonconformance Reports are still open, and the total percentage of Nonconformance Reports closed to date is 65%.

ENVIRONMENTAL

Environmental Compliance

2024 Section 404 Permit Special Condition M, P and S:

- Rush River: has been accepted by USACE
- Maple River: has been accepted by USACE
- Sheyenne River: has been drafted pending RRVA final documentation which will include a revised work plan which was received on February 13, 2026 and under review at months end. When finalized including acceptance by USACE/resource agencies, the workplan will be included in the Sovereign Lands permit updated application.

Permanent Native Vegetation

There was no permanent planting/seeding this month. Permanent seeding and tree planting has ceased until Spring 2026 due to the weather.

Permanent Seeding/Planting Annual Summary

| Year | # of Trees | Reaches | Acres Seeded To Date | Reaches |
|---------------|-------------|---------------------------------|----------------------|--|
| 2024 | 3,508 | 1, 2 & 3 | 1040.34 | 1, 2, & 3 |
| 2025 | 2,576 | 1, 2, 3, 4, 5, 6, 7, 8, 12 & 13 | 1378.96 | Previous: 1, 2, 3, 4, 5, 6, 7, 8, 12 & 13 (portions in some reaches) |
| Total to Date | 6,084 Trees | | 2,147.00 Acres | |

Audits

An audit of the vegetation in Reach 02 was conducted on December 3rd which resulted in 10 OFIs and 5 OBSs issued of which 4 OFIs and 2 OBSs would normally have been NCRs, but due to Interim Completion Reach 02 expediency; a follow-up call was held on February 26, 2026 in response as all need to be corrected and accepted before the spring planting season begins (April 20th) noted in the Quality section above.

Permits

| Open/Applied For | Closed | Total |
|------------------|--------|-------|
| 96 | 594 | 690 |

2024 404 Permit – 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. On August 29, 2025, USACE issued a Notification of Non-Compliance stating that another event would trigger a civil penalty and requested the Developer’s investigation results, which were received, reviewed internally, and an update requested from the Developer. The Authority received the updated Developer response which was under review at month’s end.

2024 404 Permit – Violation: On 27-February-26 USACE issued a Notification of Non-Compliance (Section 404 General Condition 5, Special Condition AA, and Special Condition FF) stating the next violation would likely result in civil penalties.

NPDES/SWPPP NDR11-1957 – Violation: On 27-February-26 ND DEQ issued an Inspection Report of the Maple River Engineered Channel including a list of Corrective Actions.

Sheyenne River Sovereign Lands Permit - RRVA submitted its supplemental information on October 6, 2024; a new work plan has been reviewed and commented on. On February 13, 2026 the resubmission of the work plan was received and is in review.

Cultural Monitoring

Cultural excavation/monitoring occurred at Site 5 this month. A request for utilization of a cold weather process for cultural excavation and monitoring at Site 5/TR-5, Maple River Aqueduct area was received from the Developer. It was reviewed and a test plan was accepted and carried out on January 25th in a nearby area. On 2-February-26 USACE notified the MFDA that the ND SHPO had provided permission for using the warming blanket method, at the Maple River site (TR 5). The D&C Contractor performed excavation from February-26 and 16-February-26, within two areas at Site 5 and the associated Winter Monitoring Summary Report Update was submitted on 20-February-26.

Mussel Salvage

No fish or mussel salvage/relocation work occurred this month.

Spills, Contamination and Hazardous Materials

One spill was reported this month.

Environmental Nonconformances (NCRs)

This month there were 2 new NCRs opened, none were closed, 22 total remained open. Two close requests were submitted but rejected for missing documentation.

RESILIENCE AND SUSTAINABILITY

Resilience

Meetings were held this month to determine how much subcontractor data has actually been obtained and included in the reports. For 2023 and 2024 the Developer admitted there was none collected. For 2025, they instituted a form sent monthly to their subcontractors in mid-year after the July 2025 audit uncovered this lack of data; they have requested back data for 2025 as well.

This lack of verifiable data is of concern. The Developer is working on proposing methodologies to account for this lack of data, however, our current impression, based on our discussions including some information supplied this month, is that their proposals may not adequately address the lack of data and therefore likely will not meet the TR Section 3.14 requirements or their Appendix M Proposal Commitments. However, we will review the proposed methodologies to be submitted with the 2024 and 2025 Annual Reports and updated in the RPP update.

- The Resilience 2024 Annual Report was resubmitted and returned with compliance and preference comments on November 28, 2025, and is awaiting resubmittal.
- The Resilience Program Plan was resubmitted on July 3, 2025, returned, and rejected incomplete on August 4, 2025, resubmitted on November 24, 2025, and returned "rejected incomplete" to the Developer in January.
- The Resilience 2025 Annual Report was submitted on January 30th and returned "rejected incomplete" to the Developer.

Sustainability

RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. No monthly Sustainability update meeting was held in this month; and it appears the Developer has stopped these efforts.

FEDERAL COMPLIANCE

Reporting

The 2025 annual report was due to be submitted by RRVA by January 31, 2026, but an extension was granted until February 16, 2026, as some data is not available in the first month of the year. The 2025 Annual Report was received on 16-Feb-26 and is under review.

The Developer has previously stated mid-last-year 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 Q3 EAP Report was accepted this month. The 2025 EAP Annual Report was received in January and returned with compliance comments on 2-Feb-26; awaiting resubmittal.

Attachment A – Construction Progress by Buildable Unit

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|--|--|------------------|----------------------------|--|---|
| Buildable Unit Group - Aqueducts | | | | | |
| A51 | Maple River Aqueduct Flume/Conduit Structure | 710+17 | Active | Temporary Vertical Gate sections welding Assembly and leveling Vertical Tower Bridge sections Erection of bridge towers; Welding bridge parts; Removing ice and cover plates installation on heating cables; Chipping concrete on WW2 and WW3 cracks to investigate. | 88.57% |
| A52 | Maple River Aqueduct Spillway | 710+17 | Active | Upstream and center B section slab stripping forms; F/R on baffle blocks; Welding nelson studs; Downstream excavation; Compressor Building Foundation Excavation; F/R for compressor building foundation. | 75.41% |
| A53 | Maple River Aqueduct Engineered Channel | 710+17 | Active | Welding plates on Ice retention piles in the Engineered Channel. | 72.86% |
| A56 | Sheyenne River Aqueduct | 1477+50 | Active | WW1 Sec 3 wall ready for concrete; Tying the rebar on footing WW5 Sec ½; WW6 Sec 1/2 footing ready for concrete; Working on WW7 Sec 3 H-pile Driving and template setting; WW8 Sec 3 and Sec1/2 Form work and Grading; Forms stripping for WW4 Sec-4; Flume South Bypass Section –5 Shoring; Flume Section -2 &3 Walkway Shoring; West abut Flume Walls Section-1 – North – Setting Formwork walls –Formwork; Flume N&S Bypass Section-1 Top slab; Flume Walls Section-1 – North – Setting Formwork; East Abutment sill beam formwork. Curing on D/s South; Curing on Center B North; F/R on U/S B South; GW Backfill U/S. | 47.54% |
| Buildable Unit Group – Local Drainage | | | | | |
| CR1 | Local Drainage in Rush River WRD - Reach C01 | 41+70 to 219+29 | Active | No work during reporting period | 98.60% |
| CR2 | Local Drainage in Rush River WRD - Reach C02 | 219+29 to 302+00 | Active | No work during reporting period | 99.43% |

⁴ Status and progress are as observed by the PMC at the end of January 2026.

⁵ Note: Buildable Unit Percent Complete is based on the RRVA January PSSU submitted on or around February 13, 2026, 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 ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|---|---|--------------------|----------------------------|---|---|
| CR3 | Local Drainage in Rush River WRD – Reach C03 | 302+00 to 428+53 | Active | No work during reporting period | 95.77% |
| CR4 | Local Drainage in Rush River WRD - Reach C04 | 428+53 to 576+00 | Active | No work during reporting period | 92.47% |
| CM1 | Local Drainage in Maple River WRD – Reach C05 | 576+00 to 655+00 | Active | No work during reporting period | 94.39% |
| CM2 | Local Drainage in Maple River WRD – Reach C06 | 655+00 to 762+77 | Active | No work during reporting period | 91.30% |
| CM3 | Local Drainage in Maple River WRD – Reach C07 | 762+77 to 859+53 | Active | No work during reporting period | 93.68% |
| CM4 | Local Drainage in Maple River WRD – Reach C08 | 859+53 to 912+00 | Active | No work during the reporting period | 80.97% |
| CM5 | Local Drainage in Maple River WRD – Reach C09 | 912+00 to 968+00 | Active | Left Ditch excavation | 89.81% |
| CS1 | Local Drainage in Southeast Cass WRD - Reach C10 | 968+00 to 1080+28 | Active | Left Ditch excavation | 92.89% |
| CS3 | Local Drainage in Southeast Cass WRD - Reach C12 | 1235+72 to 1327+00 | Active | No work during the reporting period | 82.64% |
| CS4 | Local Drainage in Southeast Cass WRD - Reach C13 | 1327+00 to 1554+59 | Active | No work during reporting period | 93.27% |
| CS5 | Local Drainage in Southeast Cass WRD – Reach C14 | 1554+59 to 1571+70 | Active | Left and Right Ditch excavation | 92.58% |
| 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 | Addressing punch list items and reserve material stockpiles. | 99.87% |
| 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 | 99.95% |
| C03 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03 | 302+00 to 428+53 | Active | No work No work during the reporting period. | 96.44% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|--|---|--------------------|----------------------------|---|---|
| C04 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04 | 428+53 to 576+00 | Active | Main Channel and LFC Excavation, placed on right EMB, and Topsoil Placement. | 89.85% |
| C05 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05 | 576+00 to 655+00 | Active | No work during the reporting period | 99.59% |
| C06 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06 | 655+00 to 762+77 | Active | No work during the reporting period. | 67.71% |
| C07 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07 | 762+77 to 859+53 | Active | No work during the reporting period. | 94.63% |
| C08 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08 | 859+53 to 912+00 | Active | Main Channel and LFC Excavation with placement of material on the Right and Left EMB; Topsoil placement and Topsoil Stripping | 53.70% |
| C09 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-09 | 912+00 to 968+00 | Active | Main Channel and LFC Excavation and placed material on the Right and Left EMB. Topsoil placement. | 81.39% |
| C10 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10 | 968+00 to 1080+28 | Active | Main Channel and LFC Excavation, placed on left and right EMB, | 69.63% |
| C11 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11 | 1080+28 to 1235+72 | Active | No work during the reporting period. | 58.44% |
| 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 | 81.52% |
| C13 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13 | 1327+00 to 1554+59 | Active | No work during the reporting period. | 61.77% |
| C14 | Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14 | 1554+59 to 1571+70 | Active | No work during the reporting period. | 93.48% |
| Buildable Unit Group - Hydraulic Structures | | | | | |
| S08 | Drain 29 Inlet | 27+63 | Active | Complete Punch List items to be addressed | 99.76% |
| S16 | Drain 30 Inlet | 213+75 | Active | Complete Punch List items to be addressed | 99.85% |
| S09 | Rush River Inlet | 431+75 | Hold | Re-work of the inlet structure continued to progress. | 99.42% |
| S10 | Lower Rush River Inlet | 578+50 | Active | No work during the reporting period | 98.40% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|--|--|----------------|----------------------------|---|---|
| S03 | Berlin Township Drain Inlet | 492+84 | Active | Punch list items | 98.68% |
| S04 | Raymond Township North Drain Inlet | 756+00 | Active | Backfill behind the Headwall, Bedding and riprap installation | 92.97% |
| S32 | Raymond Township South Drain Inlet | 793+00 | Active | No work during reporting period | 91.54% |
| S33 | Drain 14B Inlet | 856+00 | Active | No work during reporting period | 87.77% |
| S34 | Drain 14C Inlet | 929+30 | Active | No work during reporting period | 92.25% |
| S15 | Mapleton Township Section 24 Drain Inlet | 1078+00 | Active | No work during reporting period | 90.03% |
| S55 | Mapleton Township Section 9 Drain Inlet | 929+00 | Complete | Complete | 0% |
| S68 | Drain Inlet 21C | | Active | U/S Headwall formwork; D/S Footing formwork | 45.92% |
| S69 | Drain 50 | | Active | Headwall texturing U/S Headwall texturing; Headwall backfill | 58.26% |
| S74 | Drain Inlet associated with CR17 | 1548+00 | Active | No work during reporting period | 82.78% |
| Buildable Unit Group - Diversion Outlet | | | | | |
| O00 | Diversion Outlet Structure | 27+63 to 41+70 | Active | Re-work completed and started on site clean up. | 98.16% |
| Buildable Unit Group - Roadways | | | | | |
| R19 | 25th St. Connection Parcel 2368 | 160+00 LT | Active | Roadway scope of work completed, working in punch list items | 94.06% |
| R20 | 27th St. Connection to CR81 | 300+00 LT | Active | Embankment construction connecting to CR 81 Mainline | 92.84% |
| 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 | 90.60% |
| 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% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|----------------|--|------------------------|----------------------------|--|---|
| 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 | 92.68% |
| R18 | 24th St. SE Connection to realigned CR4 | 100+00 RT | Complete | Complete | 89.91% |
| M11 | County Road 4/31 Crossing (Bridge) | 86+91 | Complete | Complete. Bridge opened to the public December 4 | 100.00% |
| M12 | County Road 81 Crossing Bridge | 310+20 | Active | Sub grade preparation and geo grid placement Aggregate delivery and placement and embankment at tie-ins Asphalt paving at approaches Striping of lanes Topsoil Placement | 94.72% |
| 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 | 94.40% |
| Y12 | County Road 81 Crossing (Bypass) | 310+20 | Complete | No work during reporting period | 98.45% |
| 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 | Saw cutting, Grading and Sealing concrete Shoulder gravel work and topsoil placement Asphalt Paving at shoulders SB Striping Riprap installation ongoing Riprap installation ongoing All lanes open to traffic on November 24 | 97.15% |
| Y35 | Interstate I-29 Northbound & Southbound Crossing (Bypass) | NB 313+75 SB 314+81 | Active | Removal of the bypass started | 99.55% |
| G35 | Interstate I-29 Northbound & Southbound Crossing (Settlements) | NB 313+75 SB 314+81 | Complete | Complete | 97.67% |
| 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 | 97.78% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|----------------|--|------------------------|----------------------------|--|---|
| R14 | Country Road 22 Crossing | 571+84 | Active | Tie-in construction at approaches with gravel placement | 90.88% |
| R15 | CR 20 Crossing | 679+37 | Complete | Complete | 99.93% |
| R27 | CR10 (12th Ave. NW Connection to multiple parcels) | 870+00 RT | Not Started | No work during reporting period | 30.50% |
| R17 | CR 10 Crossing | 852+46 | Complete | No working during reporting period | 99.77% |
| R36 | Interstate I-94 Eastbound & Westbound Crossing | WB 902+89 EB 903+74 | Active | Shoulder gravel and topsoil placement Striping of SB lanes Worked on formwork placement/saw cutting/grading/sealing; Work on the Weigh Station ramp concrete paving; survey work on off ramp concrete staking All lanes open to traffic | 97.27% |
| R58 | 38th St W Crossing (Township Road) | 976+17 | Active | Deck and asphalt approach cleaning Striping of lanes Guard rail installation Sub grade prep and embankment construction | 92.87% |
| R59 | 32nd Avenue W Crossing (Township Road) | 1119+06 | Active | Guardrail installation Traffic opening walk/inspection completed | 89.18% |
| R60 | 52nd Avenue W Crossing (Township Road) | 1224+92 | Active | Form and Rebar at barrier walls | 83.44% |
| R61 | County Road 6 Crossing | 1330+41 | Active | Bedding and riprap installation Tex-Cote still needs to be completed | 85.14% |
| R62 | County Road 14 Crossing | 1438+97 | Active | Embankment construction | 83.89% |
| R73 | County Road 16/17 Crossing | 1558+40 | Active | Crossing open to traffic November 24 | 87.80% |
| R74 | 24th St. SE Connection to Landlocked Parcel 1222 | 55+00 | Complete | Complete | 96.30% |
| R75 | 38th St. NW Connection to the Maintenance Road/Trail | 874+00 | Not Started | No work during reporting period | 57.24% |
| R76 | 47th St. SE access to Parcel 1200 | 1500+00 | On Hold | No work during reporting period | 87.25% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|----------------|---|--------------------|----------------------------|---|---|
| R77 | 170th Ave. Xing Drain 13 & Legal Drain 30 | 250+00 | Complete | Complete | 100.00% |
| 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 | 90.51% |
| 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 | 96.89% |
| R3F | Dead-End Termination of Local Roads in Reach-06 | 655+00 to 762+77 | Complete | Complete | 82.16% |
| 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 | 99.55% |
| RB6 | Security and Access Reach 2 | 219+29 to 302+00 | Active | No work during reporting period | 99.89% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|--|---|--------------------|----------------------------|---|---|
| RC6 | Security and Access Reach 3 | 302+00 to 428+53 | Complete | Completed the Maintenance Road per SoP | 64.26% |
| RD6 | Security and Access Reach 4 | 428+53 to 576+00 | Active | Maintenance Road placement, | 72.00% |
| RE6 | Security and Access Reach 5 | 576+00 to 655+00 | Active | Maintenance Road complete but will be upgrading thickness to use as access during construction. | 91.91% |
| RF6 | Security and Access Reach 6 | 655+00 to 762+77 | Active | Maintenance Road placement continues. | 0.44% |
| RG6 | Security and Access Reach 7 | 762+77 to 859+53 | Active | No work during the reporting period. | 1.05% |
| RA7 | Security and Access Reach 9 | 912+00 to 968+00 | Active | Maintenance Road placement, 11,909 CY Finished striping the deck barriers from work, removing overhangs, curing approach slabs at Drain Inlet 14C Maintenance Bridge | 80.60% |
| RB7 | Security and Access Reach 10 | 968+00 to 1080+28 | Active | Maintenance Road placement, 4,204 CY | 9.35% |
| RF7 | Security and Access Reach 14 | 1554+59 to 1571+70 | Active | Maintenance Road placement, 5,183 CY | 4.85% |
| Buildable Unit Group – Railroad Crossings | | | | | |
| X71 | BNSF Hillsboro crossing – BU1 – Shoofly | 311+61 | Complete | Complete | 99.48% |
| X72 | BNSF Hillsboro crossing – BU2 – Tie-in to Shoofly | 311+61 | Complete | Complete | 100.00% |
| X73 | BNSF Hillsboro crossing – BU3 – Bridge and Track | 311+61 | Complete | Work is complete and track has been cut over Riprap installation ongoing | 99.92% |
| X74 | BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail | 311+61 | Complete | Park worked on Hillsboro Shoofly EMB Removal. | 100.00% |
| X75 | BNSF Hillsboro crossing – BU5 – Removal of Shoofly | 311+61 | Active | Shoofly Embankment material removal and placing in the EMB area. | 85.86% |
| X81 | BNSF Prosper crossing – BU1 – Shoofly | 661+59 | Complete | Complete | 99.55% |
| X82 | BNSF Prosper crossing – BU2 – Tie-in to Shoofly | 661+59 | Complete | Complete | 100.00% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|---------------------|---|---------|----------------------------|---|---|
| X83 | BNSF Prosper crossing – BU3 – Bridge and Track | 661+59 | Active | Work is complete and track has been cut over | 99.51% |
| X84 | BNSF Prosper crossing – BU4 – Final Ballast, Tie and Rail | 661+59 | Complete | Complete | 100.00% |
| X85 | BNSF Prosper crossing – BU5 – Removal of Shoofly | 661+59 | Not Started | Park worked on Prosper Shoofly Removal. | 36.84% |
| X91 | BNSF K.O. crossing – BU1 – Shoofly | 870+87 | Complete | Complete | 99.60% |
| X92 | BNSF K.O. crossing – BU2 – Tie-in to Shoofly | 870+87 | Complete | Complete | 100.00% |
| X93 | BNSF K.O. crossing – BU3 – Bridge and Track | 870+87 | Active | Last concrete section placed tented for curing. | 98.00% |
| X94 | BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail | 870+87 | Active | BNSF is placing and welding track panels as well as started placing ballast | 26.45% |
| 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% |
| 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 | 94.37% |
| F09 | CenturyLink - Reach 4 @ Design (COM-CLN-571+50) | 571+50 | Active | Utility removal at the levee footprint | 97.64% |
| F10 | CenturyLink - Reach 4 @ Design (COM-CLN-571+61) | 571+61 | Active | Utility removal at the levee footprint | 97.64% |
| F12 | CenturyLink - Reach 6 @ Design (COM-CLN-679+11) | 679+11 | Active | Utility removal at the levee footprint | 99.82% |
| F13 | CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1)) | 851+00 | Active | Utility removal at the levee footprint | 99.05% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|----------------|---|---------|----------------------------|---|---|
| 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 | 98.40% |
| F19 | CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2)) | 962+00 | Active | Conduit installation at the bridge abutments | 98.92% |
| F20 | CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3)) | 962+00 | Active | Conduit installation at the bridge abutments | 98.92% |
| F22 | CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1)) | 978+00 | Active | Conduit installation at the bridge abutments | 99.20% |
| 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 | 96.90% |
| F28 | CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1)) | 1171+00 | Active | Utility removal at the levee footprint | 96.90% |
| F34 | CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1)) | 1490+00 | Active | Cable installation by Third Party | 90.04% |
| MP1 | Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12) | 54+12 | Active | Temporary relocation at CR 4-31 and Drain 29 | 99.85% |
| MS2 | Midcontinent - Reach 7 @ Design (COM-MCC-851+00) | 851+00 | Active | Utility removal at the levee footprint | 99.28% |
| 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% |

| Buildable Unit | Description | Station | Status observed by the PMC | Progress during reporting period as observed by the PMC – see footnote ⁴ | Developer's assessment of BU % complete – see footnote ⁵ |
|---|--|---------|----------------------------|---|---|
| P02 | Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84) | 51+84 | Active | Cable installation, splicing and poles removal by CCE and abandoned utility removal by ASN | 99.60% |
| 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 | 99.29% |
| W05 | Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98) | 304+98 | Active | Removal of utility | 95.55% |
| 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 | 99.14% |
| 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 | Structural Steel erection and welding Roof joists installation and welding, decking Septic mound Installation Pond excavation Storm sewer installation Precast concrete installation Exterior layout and framing installation Wiring for transformer Topping slab concrete pour Infill for south of pad to southern embankment Parking lot subgrade and gravel Set transformer | 36.98% |

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

| CE-/RE-# | Description | Date Initial CE Notice Submitted | Cost / Relief Submitted ⁶ | Cost / Relief Agreed | Status |
|-----------|---|----------------------------------|--|----------------------|--|
| CE 001 | Century Link MOU Amendments | March 18, 2022 | \$570,337.50 | N/A | 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 Definitive Settlement Agreement * |
| 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-Uncdisclosed Hazardous Environmental Condition at KO & Prosper | November 21, 2023 | Not yet submitted | TBD | Resolved via Definitive Settlement Agreement * |
| 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 |

⁶ Costs are required to be submitted with Detailed CE Notices; however, RRVA submits these with its Final Detailed CE Notices.

| CE-#/RE-# | Description | Date Initial CE Notice Submitted | Cost / Relief Submitted ⁶ | Cost / Relief Agreed | Status |
|-----------|---|----------------------------------|--------------------------------------|----------------------|--|
| CE 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 Definitive Settlement Agreement * |
| 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 Definitive Settlement Agreement |
| CE 028 | Undisclosed Hazardous Environmental Conditions at County Road 8 | December 3, 2024 | \$2720.84 | TBD | Resolved via Definitive Settlement Agreement |
| CE 029 | Drain 14C – Mapleton Drain 9 | December 24, 2024 | \$394,875.56 | TBD | Resolved via Definitive Settlement Agreement |
| CE 030 | Obstructions uncovered in Reach 9 | January 10, 2025 | \$16,639 | TBD | Resolved via Definitive Settlement Agreement |
| CE 031 | Authority Failure to Use Reasonable Efforts Pursuant to Article 54 | January 20, 2025 | Not yet submitted | TBD | Resolved via Definitive Settlement Agreement |
| CE032 | Qualifying Change in Law | January 20, 2025 | Not yet submitted | TBD | Resolved via Definitive Settlement Agreement |
| CE033 | Delay to Certificates of Interim Completion | April 24, 2025 | Not yet submitted | TBD | Resolved via Definitive Settlement Agreement |
| CE034 | Qualifying Change in Law - Drones | January 15,2026 | Not yet submitted | TBD | Ongoing |
| RE 001 | Non-Material Flood - Maple | May 3, 2023 | 36 calendar days | 0 calendar days | Closed – Authority determination provided |
| RE 002 | Non-Material Flood - Sheyenne | May 3, 2023 | 36 calendar days | 0 calendar days | Closed – Authority determination provided |

Attachment C – Authority Change Requests (ACRs)

| ACR Number | Description | Date Initiated | RRVA Estimate | Agreed Amount | Status |
|-------------|---|--------------------|-----------------|----------------|--|
| ACR001-2022 | Use of local roads | May 31, 2022 | No Cost | N/A | Executed |
| ACR002-2022 | Cass County – Change from Kansas Corral Rail to Texas Corral Rail | May 31, 2022 | \$450,000.00 | \$410,000.00 | Paid |
| ACR003-2022 | Attachment 3-25 Update | July 28, 2022 | \$1,317,138.95 | N/A | Resolved via Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| ACR014-2023 | Relocation of CRWUD waterline | February 2, 2023 | \$48,449.58 | N/A | Resolved via Definitive Settlement Agreement |
| 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 Definitive |

| ACR Number | Description | Date Initiated | RRVA Estimate | Agreed Amount | Status |
|-------------|---|--|-----------------|----------------|--|
| | | | | | Settlement Agreement |
| 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 Definitive Settlement Agreement |
| 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 Definitive Settlement Agreement |
| ACR025-2025 | AAB Modifications | May 29, 2025 | TBD | TBD | Resolved via Definitive Settlement Agreement |
| ACR026-2025 | County Road 17 Connection | May 30, 2025 (with revision pending issue) | No Cost | No Cost | Executed |
| ACR027-2025 | Road Connection in Harwood Township | Aug 13, 2025 | TBD | TBD | Ongoing (expected to be withdrawn upon issue of ACR030-2026) |
| ACR028-2025 | Highways Improvements | Aug 27, 2025 | \$257,129.85 | \$153,092.93 | Executed |
| ACR029-2025 | TCE Releases | Oct 7, 2025 | No Cost | No Cost | Executed |
| ACR030-2026 | Exhibit 4 Updates (to accommodate the Harwood Township Connector Road) | N/A | N/A | N/A | Pending issue |
| ACR031-2026 | Amendment to Attachment 4-1 to the Technical Requirements (Item 3.05.18) | N/A | N/A | N/A | Pending issue |

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 |
| DCR2025-058 | Transverse Grade – Maintenance Road | October 29, 2025 | No Cost | No Cost | Executed |

Attachment E – Completed Interim Completion Pay Unit Summary

| ICE No. | Element Description | Pay Unit | Value | Interim Completion Certificate Date | Invoice Date | *Date Paid |
|--------------|--|----------|------------------------|-------------------------------------|--------------|------------|
| ICE32-353802 | BNSF KO East Bound Shoofly Install | 35 | \$3,472,708.00 | 2/7/2025 | 2/28/2025 | 3/26/2025 |
| ICE32-353802 | BNSF KO West Bound Shoofly Install | 38 | \$3,472,708.00 | 2/7/2025 | 2/28/2025 | 3/26/2025 |
| ICE29-003202 | BNSF Proper Shoofly Install | 32 | \$3,195,335.00 | 2/7/2025 | 2/28/2025 | 3/26/2025 |
| ICE26-002902 | BNSF Hillsboro Shoofly Install | 29 | \$4,249,352.00 | 2/7/2025 | 2/28/2025 | 3/26/2025 |
| ICE10-001101 | Legal Drain 29 Series A & B Payments | 11 | \$1,717,383.00 | 9/9/2025 | 10/7/2025 | 10/13/2025 |
| ICE23-002604 | CR32 Crossing A & B Payments | 26 | \$8,327,806.00 | 12/18/2025 | 12/19/2025 | 12/24/2025 |
| ICE11-001201 | Legal Drain 30 A & B Payments | 12 | \$3,193,006.00 | 11/24/2025 | 12/10/2025 | 12/16/2025 |
| ICE48-005501 | CR20 Crossing A & B Payments | 55 | \$6,484,885.00 | 12/15/2025 | 12/19/2025 | 1/6/2026 |
| ICE03-000407 | Diversion Channel Reach 2 A & B Payments | 4 | \$16,272,719.00 | 1/5/2026 | 1/7/2026 | 1/14/2026 |
| ICE25-002804 | CR4/31 Crossing A & B Payments | 28 | \$9,014,526.00 | 12/23/2025 | 1/8/2026 | 1/14/2026 |
| ICE13-001401 | Drain for Berlin Township A& B Payments | 14 | \$4,258,118.00 | 1/8/2026 | 1/8/2026 | 1/26/2026 |
| ICE470054401 | CR10 Crossing A&B Payments | 54 | \$ 6,584,740.00 | 1/21/2026 | 2/4/2026 | 2/13/2026 |
| Total | | | \$70,243,286.00 | | | |

- 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

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

| NCR Number | Title/Description | Accrued NCPs | Accepted to waive NCPs | Assessed NCPs | Status |
|------------|--|--------------|------------------------|---------------|---------------------------------|
| NCR-00084 | MFDA-NCR-0023 – Start construction work without ITP open trench BU-W02 | | | 9 | Definitive Settlement Agreement |
| 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 | Definitive Settlement Agreement |
| 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 | Definitive Settlement Agreement |
| NCR-00088 | No signature has been provided on the RFI response per Procedure 4 | | | 0 | Definitive Settlement Agreement |
| NCR-00089 | Procedure 5, prior notification of the RFI response to ASN was made in some reviews, but not all reviews | | | 0 | Definitive Settlement Agreement |
| NCR-00093 | MFDA-NCR-0028 – Incorrect Engineer of Record signing and sealing Design Deliverables E40-W03 – WAT-CRW-153+81 | | | 0 | Definitive Settlement Agreement |
| NCR-00094 | MFDA-NCR-0029 – Unapproved key personnel, core staff discipline, staff and specialist performing the work | | | 0 | Definitive Settlement Agreement |
| NCR-00096 | MFDA-NCR-0032 – Lack of issuance of Schedule of Design Deliverables updates | | | 10 | Definitive Settlement Agreement |
| NCR-00097 | MFDA-NCR-0033 – Lack of implementing Design Quality Procedure DQP 3.7 | | | 18 | Definitive Settlement Agreement |
| NCR-00098 | MFDA-NCR-0031 – Incorrect Engineer of Record signing and sealing Design Deliverables E30-G11 – CR4 31 Crossing | | | 0 | Definitive Settlement Agreement |
| NCR-00099 | MFDA-NCR-0034 – Lack of CQMP procedure associated with processes leading into issuance of record drawings | | | 200 | Definitive Settlement Agreement |
| NCR-00100 | The Project Quality Monitor did not attend the project office during the Month of November (2022) | | | 0 | Definitive Settlement Agreement |
| 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 | Definitive Settlement Agreement |
| NCR-00110 | MFDA-NCR-0036 – Lack of issuing Federal Compliance Report for year 2022 | | | 14 | Definitive Settlement Agreement |
| NCR-00112 | Lack of RRVA not having a RRVA's Local Affairs Project Manager on staff | | | 12 | Definitive Settlement Agreement |
| 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 | Definitive Settlement Agreement |
| NCR-00134 | MFDA-NCR-0049 – Lack of implementing the process for checking and reviewing design deliverables | | | 40 | Definitive Settlement Agreement |
| NCR-00147 | Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F09) at 571+50 | | | 6 | Definitive Settlement Agreement |
| NCR-00148 | Starting construction work without having an approved Inspection and Test Plan for CenturyLink Utility Line (F10) at 571+61 | | | 6 | Definitive Settlement Agreement |
| NCR-00151 | MFDA-NCR-0054 – Starting work without accepted ITP (F11) | | | 6 | Definitive Settlement Agreement |
| NCR-00154 | Identification of NC in the CQMP May 2023 Audit – Tracking Completion of BUs and PEs | | | 4 | Definitive Settlement Agreement |
| 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 | Definitive Settlement Agreement |

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

| NCR Number | Title/Description | Accrued NCPs | Accepted to waive NCPs | Assessed NCPs | Status |
|------------|--|--------------|------------------------|---------------|--|
| NCR-00421 | MFDA-NCR-0130 - Lack of Submitting the Construction GIS Geodatabase Updates on a Quarterly Basis | 28 | 28 | 0 | FMAD-TRN-015224 |
| NCR-00432 | MFDA-NCR-0131 – Lack of Shop Drawing and Samples approval prior to flap gates installation at Drain 30 | | | 0 | Definitive Settlement Agreement |
| NCR-00433 | MFDA-NCR-0132 – Lack of listing Design Change on the applicable Construction Certificates for Drain 30 | | | 0 | Definitive Settlement Agreement |
| NCR-00434 | MFDA-NCR-0133 – Failure to report Nonconformance related to geotextile fabric installation at Drain 30 | | | 0 | Definitive Settlement Agreement |
| NCR-00453 | MFDA-NCR-0137 - Failure to Stabilize Drainage Features with Appropriate Controls Prior To Surface Water Connection | 6 | N/A | 6 | |
| NCR-00456 | Lack of proper documentation for Material Delivery and Hold Point inspection in Reach 2 | 84 | N/A | 84 | On Jan 6, 2026, the Developer advised intent to issue Waive Request. Pending receipt of such request |
| NCR-00462 | X93 - Pick Plan Not Approved Prior to Girder Setting | 2 | N/A | 2 | |
| NCR-00472 | Lack of Shop Drawings approval prior to RCP installation related to Lifting Methods and Devices for Handling Precast Units | 16 | N/A | 16 | |
| NCR-00474 | Lack of issuing Request for Information (RFI) for Drain 30 sealant material | 158 | 158 | 0 | Agreed to assess "0" NCPs as part of leadership discussions |
| NCR-00477 | A51 (Vertical Lift Gate) - Starting Construction without Approved Inspection and Test Plan | 33 | N/A | 33 | |
| NCR-00478 | A51 (Heat Trace) - Starting Construction without Approved Inspection and Test Plan | 12 | N/A | 12 | |
| NCR-00479 | A51 (Heat Trace) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00480 | A51 (Vertical Lift Gate) - Starting Construction without Shop Drawing | 33 | N/A | 33 | |
| NCR-00481 | A51 (E House) - Starting Construction without Approved Inspection and Test Plan | 9 | N/A | 9 | |
| NCR-00482 | A51 (E House) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00487 | RC6 & RB7 - Starting Construction without Approved Shop Drawings | 1 | N/A | 1 | |
| NCR-00491 | C01 – Low Flow Channel Sediment Build Up | 3 | N/A | 3 | |
| NCR-00521 | A53 - Start of Construction of Bypass Sump without RFC Documents | 10 | N/A | 10 | |
| NCR-00522 | A53 - Start of Construction of Bypass Sump without Inspection & Test Plan | 10 | N/A | 10 | |
| NCR-00523 | A52 (Girders) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00524 | A52 (Rebar) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00525 | A51 (Tower Anchor Bolts) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00526 | A56 (H-Piles Wing Walls 1-8) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00527 | A56 (H-Piles Flume) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |

| NCR Number | Title/Description | Accrued NCPs | Accepted to waive NCPs | Assessed NCPs | Status |
|-------------------|---|---------------------|-------------------------------|----------------------|---------------|
| NCR-00528 | A56 (Sheet Piles Flume) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00529 | A56 (Spillway Rebar) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00530 | A51 (Compressor Building) - Starting Construction without Approved Shop Drawing | 3 | N/A | 3 | |
| NCR-00531 | Internal Audit - R62 - RFI-00897 did not include NCR-00485 | 6 | N/A | 6 | |
| Total | | 1033 | | 847 | |



METRO
FLOOD
DIVERSION
AUTHORITY

Lands Status Report

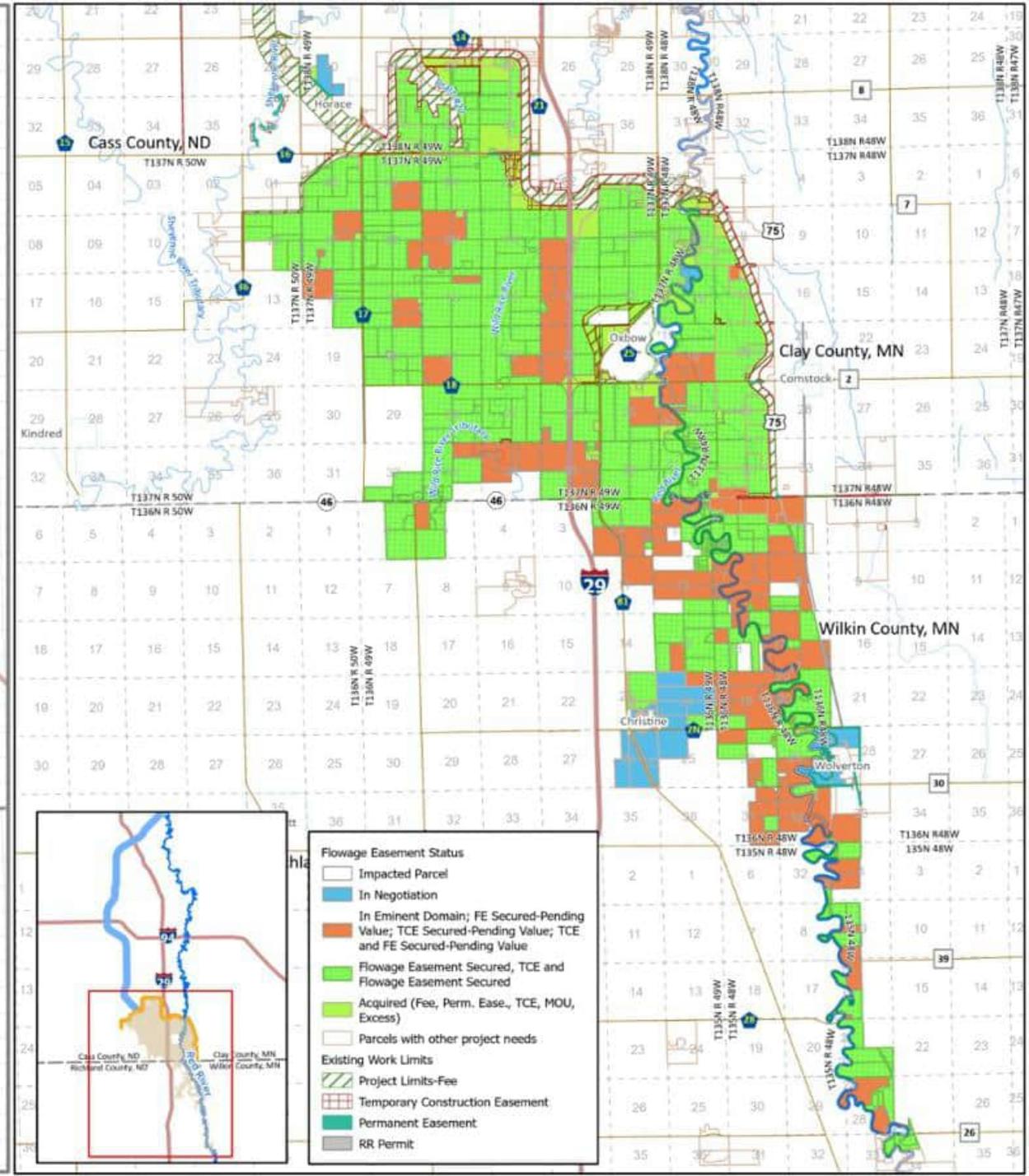
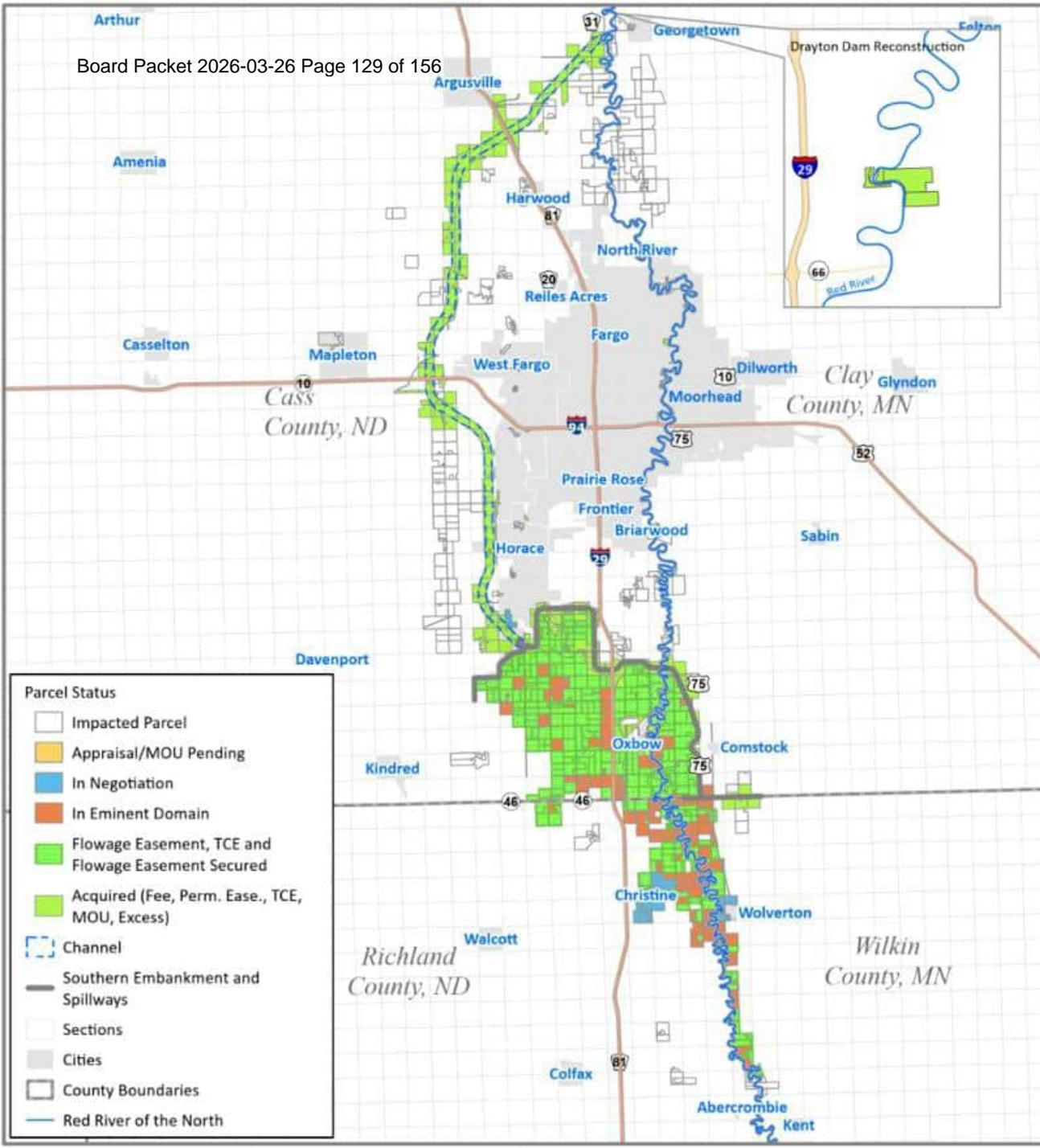
March 2026



Key Activities



- **In the last month, successfully closed 4 parcels / 2 owners in the UMA**
- **Continued negotiating settlement agreements for existing eminent domain actions**
 - No new trials in the last month
 - To date, completed three (3) eminent domain trials in Cass County
 - Completed site inspections of Minnesota properties
 - Completed initial discovery hearing for the actions in Minnesota
 - Negotiated many settlements since completing the first trial
 - 9 pending settlement offers with property owners
- **Closings are pending for:**
 - MN: 7 parcels / 2 owners
 - ND: 16 parcels / 10 owners
- **21,340 acres of flowage easements have been acquired, and 5,750 acres are outstanding**
- **Continued development of the MFDA's post operation clean-up and restoration programs**
- **Continued development of the MFDA's crop loss programs**



Property Acquisition Progress

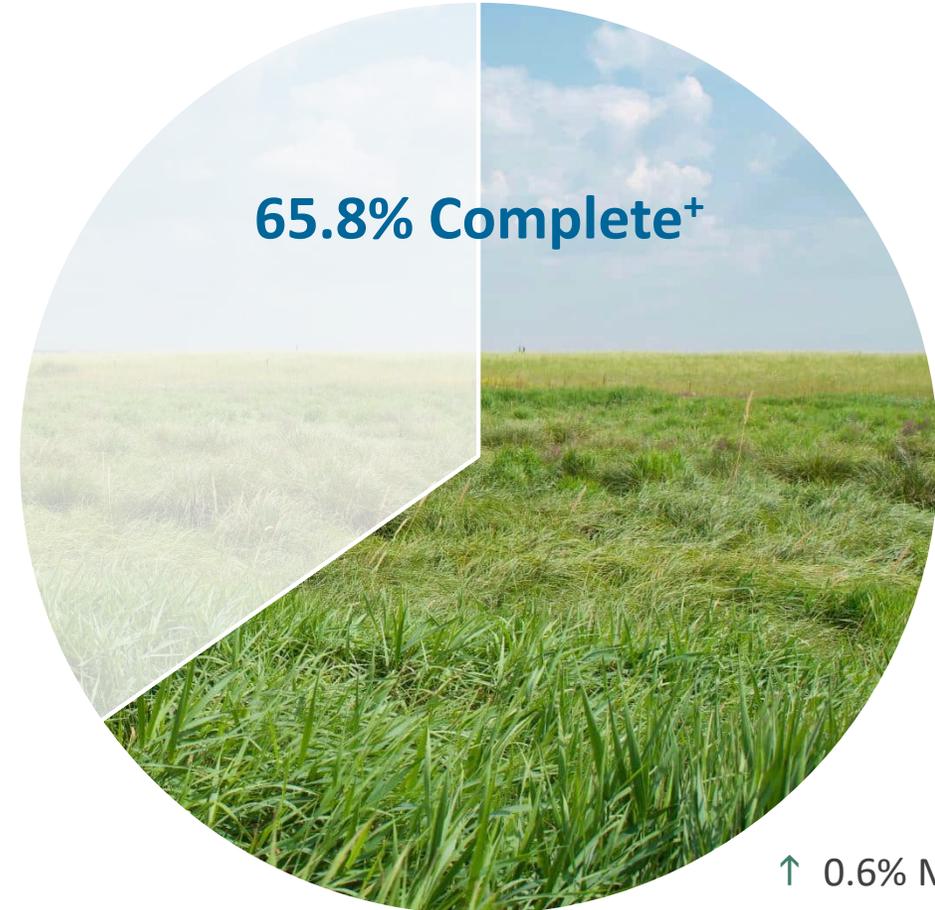


Construction Footprint*



No Change

UMA Footprint**

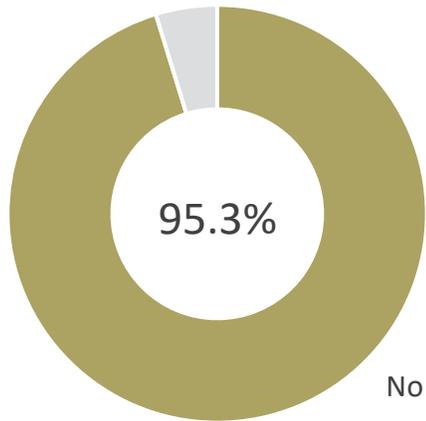


↑ 0.6% MoM

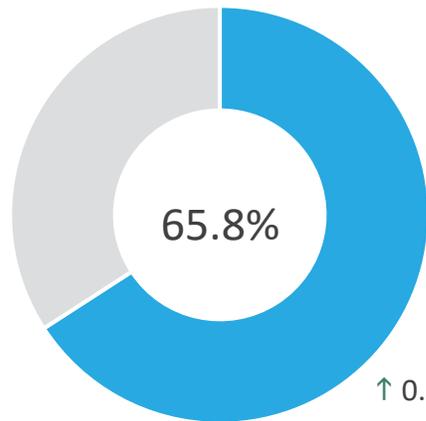
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Includes parcels for Christine and Wolverton
As of March 17, 2026

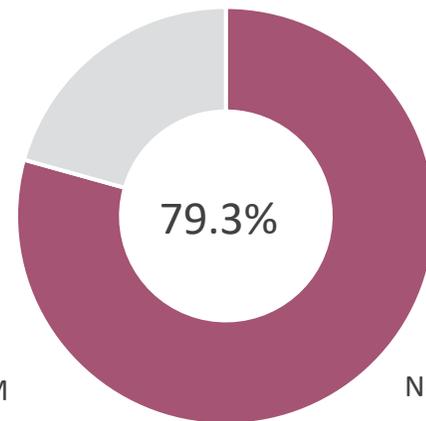
Property Acquisition Progress by Location



Southern Embankment & Associated Infrastructure



Upstream Mitigation Area



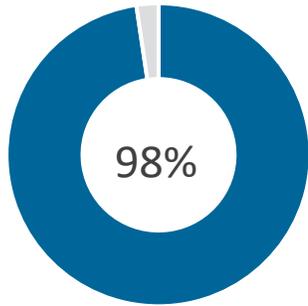
Environmental Monitoring Easements



Landowner Overview

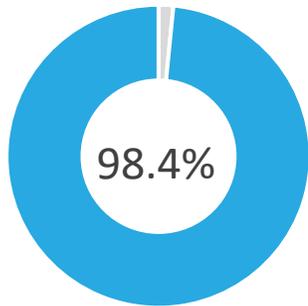


Construction Footprint*



298 Owner Groups
264 in ND & 35 in MN⁺
292 settlements achieved
7 in litigation

98% of owner groups have settled

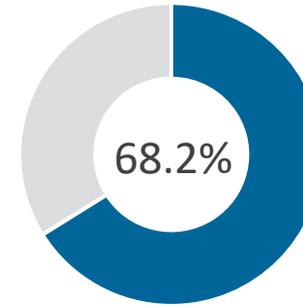


576 Parcels
567 settlements achieved
9 in litigation

98.4% of parcels have been acquired

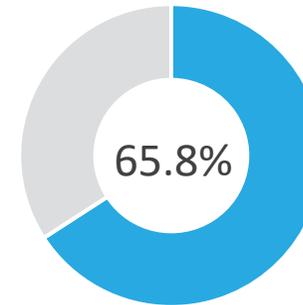
Parcels

UMA Footprint**



292 Owner Groups
223 in ND & 71 in MN⁺
199 settlements achieved
42 ongoing negotiations
60 in litigation

68.2% of owner groups have settled



653 Parcels
430 settlements achieved
72 ongoing negotiations
151 in litigation

65.8% 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

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 City of Christine flowage easements and Horace Mobility Improvements

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

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of **3/17/2026**

| Payment Date | Collection Month | County Amount | County Collections | County Growth % | Split 94% MFDA | 2% Sales Tax | | | (1.25% tax) | | | |
|--------------------------|------------------|---------------|-----------------------|-----------------|----------------|--------------|-------------------|-------------------------------------|-------------------|---------------|---|------------------------|
| | | | | | | PSST Amount | Infra & FC Amount | Infra & FC Collections Total Amount | City Total Amount | City Growth % | Split <i>Infra & FC</i> 62.5 % MFDA | Total to MFDA - Annual |
| | | | 23,236,103.87 | -0.29% | 21,841,938 | | | 68,274,579.41 | 74,935,830.45 | -2.22% | 42,671,612 | 64,513,550 |
| 2/23/2026 | Dec-25 | 2,153,670.99 | | | | 814,634.22 | 6,517,073.77 | | | | | |
| 1/23/2026 | Nov-25 | 2,416,687.95 | | | | 869,473.49 | 6,955,787.93 | | | | | |
| 12/19/2025 | Oct-25 | 1,397,583.64 | | | | 528,563.25 | 4,228,506.01 | | | | | |
| 11/24/2025 | Sep-25 | 2,379,895.75 | | | | 836,408.75 | 6,691,270.01 | | | | | |
| 10/21/2025 | Aug-25 | 2,281,923.54 | | | | 835,497.50 | 6,683,979.99 | | | | | |
| 9/22/2025 | Jul-25 | 1,796,292.91 | | | | 622,825.54 | 4,982,604.32 | | | | | |
| 8/21/2025 | Jun-25 | 2,270,466.69 | | | | 803,789.60 | 6,430,316.85 | | | | | |
| 7/22/2025 | May-25 | 2,053,576.19 | | | | 749,363.21 | 5,994,905.70 | | | | | |
| 6/20/2025 | Apr-25 | 1,616,213.54 | | | | 600,695.48 | 4,805,564.00 | | | | | |
| 5/21/2025 | Mar-25 | 1,698,986.33 | | | | | 5,424,656.49 | | | | | |
| 4/23/2025 | Feb-25 | 1,477,568.31 | | | | | 4,523,059.23 | | | | | |
| 3/21/2025 | Jan-25 | 1,693,238.03 | | | | | 5,036,855.11 | | | | | |
| 2/21/2025 | Dec-24 | 2,207,030.88 | 23,304,345.12 | 0.86% | 21,906,084 | | 6,626,714.99 | 69,824,744.71 | | 0.83% | 43,640,465 | 65,546,550 |
| 1/21/2025 | Nov-24 | 2,281,112.22 | | | | | 6,540,733.39 | | | | | |
| 12/20/2024 | Oct-24 | 1,764,529.62 | | | | | 5,342,358.63 | | | | | |
| 11/22/2024 | Sept-24 | 2,257,740.11 | | | | | 6,622,406.84 | | | | | |
| 10/21/2024 | Aug-24 | 2,088,361.27 | | | | | 6,284,633.45 | | | | | |
| 9/21/2024 | July-24 | 1,746,626.42 | | | | | 5,168,111.30 | | | | | |
| 8/21/2024 | June-24 | 2,659,707.17 | | | | | 7,859,913.01 | | | | | |
| 7/22/2024 | May-24 | 1,348,902.41 | | | | | 4,252,926.43 | | | | | |
| 6/24/2024 | Apr-24 | 1,759,660.73 | | | | | 5,404,517.72 | | | | | |
| 5/21/2024 | Mar-24 | 2,276,388.27 | | | | | 6,980,911.25 | | | | | |
| 4/22/2024 | Feb-24 | 1,023,591.77 | | | | | 3,163,097.74 | | | | | |
| 3/21/2024 | Jan-24 | 1,890,694.25 | | | | | 5,578,419.96 | | | | | |
| 2023 Collections | | | 23,106,462.71 | 8.18% | 21,720,075 | | | 69,250,461.96 | | 4.02% | 43,281,539 | 65,001,614 |
| 2022 Collections | | | 21,358,922.89 | -2.56% | 20,077,388 | | | 66,571,120.26 | | 4.28% | 41,606,950 | 61,684,338 |
| 2021 Collections | | | 21,920,710.74 | 31.11% | 20,605,468 | | | 63,840,810.53 | | 29.90% | 39,900,507 | 60,505,975 |
| 2020 Collections | | | 16,719,327.13 | 0.30% | 15,716,168 | | | 49,146,842.57 | | -5.00% | 30,716,777 | 46,432,944 |
| 2019 Collections | | | 16,670,136.34 | 6.04% | 15,669,928 | | | 51,732,824.69 | | 7.36% | 32,333,015 | 48,002,944 |
| 2018 Collections | | | 15,720,221.20 | | 14,777,008 | | | 48,185,965.90 | | | 30,116,229 | 44,893,237 |
| 2017 Collections | | | 2,796,024.89 | | 2,628,263 | | | | | | | |
| Totals Since 2019 | | | \$ 164,832,255 | | | | | \$ 495,869,407 | | | | |

Memorandum



To: Chair Mahoney & Members of the Metro Flood Diversion Board of Authority
From: Jason Benson, Executive Director
Date: March 26, 2026
Re: Executive Director STEP Increase and Salary Recommendation

The Metro Flood Diversion Authority recently completed the Executive Director's Annual Review. Commissioner Grindberg presented a successful review during the January 26, 2026, MFDA Board meeting.

With the completion of the Executive Director's Annual Review, the MFDA Board is requested to approve the Executive Director's STEP increase and resulting salary for 2026. The Executive Director's salary was \$225,500 during 2025. The Executive Director's salary was increased to \$230,904 in January 2026, based on the Cass County 2.4% COLA. Since this pay is above the STEP 6 salary of \$228,462, it is recommended that the Executive Director's salary be increased to STEP 7 salary of \$239,139. In the future, the Executive Director, along with other MFDA job positions, will automatically increase based on the Cass County COLA increase at the beginning of every year and STEP increases will follow the Cass County policy.

Recommended Action: Approve the Executive Director scale increase to a STEP 7 effective February 1, 2026, which equates to a new salary of \$239,139. The pay would be retroactive to February 1, 2026.

Policy Type: Governance Policies

Commitments

The Metro Flood Diversion Authority (MFDA), supporting the work of staff and the community's interest, holds itself accountable to the citizens of the Fargo-Moorhead Metropolitan Area by ensuring that all action it takes is consistent with the Authority's Board organization's policies and beliefs.

The MFDA is committed to governing efficiently and will be guided in its decisions by the following:

General Purpose

The Joint Powers Agreement ("JPA") is made pursuant to N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59, which authorizes the joint and cooperative exercise of power common to the contracting parties. The contracting parties ("Member Entities") to the JPA are: the City of Fargo, the City of Moorhead, Cass County (ND), Clay County (MN), and the Cass County Joint Water Resource District (CCJWRD). The purpose of the JPA is to allow the Member Entities to work collaboratively to avoid the duplication of required approvals and actions with respect to the Project (as defined therein), to maximize efficiencies of the Member Entities with respect to flood control projects, and to have the Member Entities' employees, engineers, attorneys, and professional consultants cooperate in the design, financing, construction, operation, and maintenance of the Project. The Member Entities desire to establish and continue a joint powers structure to design, finance, construct, operate, and maintain the Project consistent with the provisions of the JPA, N.D.C.C. § 54-40.3-01, and Minn. Stat. § 471.59.

Intent

The Member Entities have extensive jurisdiction over water resources management within their respective geographic jurisdictions. Each Member Entity has the power to adopt rules and regulations governing water management. Nonetheless, the Member Entities recognize there is mutual benefit to the Member Entities working cooperatively concerning the Project. The JPA intends to increase efficiencies concerning designing, constructing, financing, operating, and maintaining the Project by allowing the Member Entities to cooperate in the bidding and letting of contracts, by cross-pledging sales taxes and special assessment levies, by entering into a Project Agreement with a P3 Developer ("Project Agreement"), by collaborating in the administration of the Project, and by reimbursing the Member Entities for expenses incurred in connection with the Project.

Separate Political Subdivision

The JPA expressly intended to confirm the ongoing existence and operation of a separate

political subdivision named the Metro Flood Diversion Authority. The Member Entities recognize that pursuant to and conformance with NDCC § 54-40.3-01 and Minn. Stat. §471.59, the Metro Flood Diversion Authority may not exercise power unless this Agreement expressly grants that power. As a result, the Metro Flood Diversion Authority will, from time-to-time, request that one or several of the Member Entities use their best efforts to exercise their respective furtherance of the project.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

**Policy Monitoring Form
GP 1: Commitments**

**Summary of Compliance Status
March 12, 2026**

Executive Director Certification

With respect to Governance Policy 1: Commitments, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Governance Policy 1: Commitments, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Governance Policies

Board Culture

The Board will govern lawfully and make all official decisions by a formal vote of the Board, and it will govern with a long-term vision.

1. The Board will function as a single unit. Individual members' opinions and personal strengths will be used to the Board's best advantage, but the Board faithfully will make decisions as a group by a formal vote. No officer, individual, or committee of the Board will be permitted to limit the Board's performance or prevent the Board from fulfilling its commitments.
2. The Board is responsible for its performance and commits itself to continuous improvement. The Board will ensure that its members receive the training and professional support necessary to govern effectively.
3. To ensure that the Board's business meetings are conducted with maximum effectiveness and efficiency, members will:
 - a. Appoint a parliamentarian
 - b. Use Robert's Rules of Order as the basis for the format and structure of all Board meetings
 - c. Inform the Chairperson and Executive Director when a member is unable to attend a meeting
 - d. Come to meetings adequately prepared
 - e. Support the Chairperson's efforts to facilitate an orderly meeting
 - f. Communicate openly and actively in conversation and dialog
 - g. Encourage balanced participation of all members
4. The Board will use a consent agenda to expedite the disposition of routine matters. For example, matters delegated to the Executive Director required to be approved by the Board will be acted upon via the consent agenda. An item may be removed from the consent agenda. The Chairperson will place the removed item on the regular agenda.
5. The Board may revise or amend its governance policies at any time. However, as a customary practice, a proposed policy revision will be discussed at one session of the Board before being approved at a subsequent Board meeting.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

**Policy Monitoring Form
GP 2: Board Culture**

**Summary of Compliance Status
March 12, 2026**

Executive Director Certification

With respect to Governance Policy 2: Board Culture, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Governance Policy 2: Board Culture, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Governance Policies

Board Functions and Responsibilities

A Board member's responsibilities include:

- Planning and policy decisions
- To perform its legal responsibility
- To establish bylaws as well as operating and financial policies
- To select, employ, and provide periodic performance appraisals and salary reviews and, if necessary, dismiss the Executive Director
- To adopt and monitor the operating budget and fiscal policies
- To protect the assets of the organization
- To ensure effective and efficient use of taxpayers' dollars
- To ensure the fulfillment of the organization's Purpose/Intent
- To ensure sound human resource policies as prescribed by law and maintain the employee handbook's integrity
- To project a positive image in the community
- To appoint, commission, supervise, and monitor committees

To fulfill these responsibilities well, a board member should attend seventy-five percent (75%) of regular meetings, be knowledgeable about the organization, participate constructively in deliberations, and vote according to one's conviction.

Individual Board members have no legal authority outside of official Board meetings, except when the Board expressly directs it. Provided, the Chairperson has the express authority to place the Executive Director on a paid administrative leave at any time for a period of up to five business days if the Chairperson determines such action is necessary. In the event the Chairperson places the Executive Director on a paid administrative leave, the Chairperson will call a special or regular Board meeting within three business days of his/her action of placing the Executive Director on a paid administrative leave. The meeting will inform the Board that the Executive Director has been placed on a paid administrative leave along with his/her recommendations regarding the Executive Director's employment with the MFDA. Such recommendations may include, but are not limited to, placing the Executive Director on a performance improvement plan and disciplinary action up to and including termination. Power is given to committees to conduct a study or negotiate on the Board's behalf. Individual Board members or committees must be mindful not to appear to commit the Board to any position in a private or public statement. Likewise, Board members should carefully avoid interfering with the efficient operation of the MFDA. Their interest, suggestions, and helpfulness should be freely given, yet neither in a manner that appears dictatorial nor encroaches upon staff lines of authority and responsibility.

It is not the function of individual Board members or Board committees to supervise the

Executive Director administratively. Provided, the Chairperson shall receive weekly updates and reports from the Executive Director and shall have the express power to ensure that the Board's direction and votes on matters are implemented by the Executive Director. Full accounting for their actions and management should be made in Board meetings.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

**Policy Monitoring Form
GP 3: Board Functions &
Responsibilities**

**Summary of Compliance Status
March 12, 2026**

Executive Director Certification

With respect to Governance Policy 3: Board Functions & Responsibilities, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Governance Policy 3: Board Functions & Responsibilities, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Executive Director Board Relationship Policies

Single Point of Contact

According to a written employment agreement, the Metro Flood Diversion Authority Board employs the Executive Director. The Board's sole direction of the operational organization is through the Executive Director functioning as the Executive Director.

The Executive Director shall:

1. Implement the MFDA Board's policies regarding the project's construction, operation, and maintenance.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

Policy Monitoring Form
ED/BRP 1: Single Point of Contact
Summary of Compliance Status
March 12, 2026

Executive Director Certification

With respect to Executive Director/Board Relationship Policy 1: Single Point of Contact, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Executive Director/Board Relationship Policy 1: Single Point of Contact, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Executive Director Board Relationship Policies

Single Unit Control

The Board will direct the Executive Director only through official decisions of the Board.

1. The Board will make decisions by formal, recorded vote to avoid ambiguity about whether direction has been given.
2. The Executive Director is neither obligated nor expected to follow the directions or instructions of individual Board members, officers, or committees unless the Board has specifically delegated such exercise of authority.
3. If the Executive Director determines that an information request received from an individual Board member or a committee is unreasonable or requires a material amount of staff time, the Executive Director shall ask the committee or the member to refer such requests to the full Board for authorization.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

Policy Monitoring Form
ED/BRP 2: Single Unit Control
Summary of Compliance Status
March 12, 2026

Executive Director Certification

With respect to Executive Director/Board Relationship Policy 2: Single Unit Control, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Executive Director/Board Relationship Policy 2: Single Unit Control, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Operational Expectations Policies

Executive Director – Head of Administrative Branch of the MFDA

The Executive Director is the head of the administrative branch of the MFDA and is responsible to the Board for the administration of the MFDA’s affairs.

The Executive Director shall:

1. Be responsible for compliance with and enforcement of the Joint Powers Agreement and subsequent resolutions approved by the Board
2. Ensure the MFDA is governed by a set of Governance Policies and a Code of Ethics
3. Implement and comply with the policies and procedures of the MFDA as approved by the Board
4. Report weekly to the Board Chairperson

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

Policy Monitoring Form
OEP 1: Executive Director – Head
of Administrative Branch of MFDA

Summary of Compliance Status
March 12, 2026

Executive Director Certification

With respect to Operational Expectation Policy 1: Executive Director – Head of Administrative Branch of the MFDA, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Operational Expectation Policy 1: Executive Director – Head of Administrative Branch of the MFDA, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Operational Expectations Policies

Emergency Succession

To protect the MFDA in the event of an unexpected loss of the Executive Director's services, the Executive Director shall ensure that at least one other executive staff member and the Deputy Executive Directors are familiar with Board and Executive Director issues and processes and can assume those responsibilities on an emergency basis, should the need arise.

1. The Cass County Administrator and the City of Fargo City Administrator shall serve jointly as the Deputy Executive Directors to the Metro Flood Diversion Authority. The Deputy Executive Directors shall serve as the Executive Director when the office of the Executive Director is vacant and unfilled.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

Policy Monitoring Form
OEP 2: Emergency Succession
Summary of Compliance Status
March 12, 2026

Executive Director Certification

With respect to Operational Expectation Policy 2: Emergency Succession, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Operational Expectation Policy 2: Emergency Succession, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Policy Type: Operational Expectations Policies

Treatment of Community Members

Concerning interactions with the community, the Executive Director shall not cause or knowingly allow conditions, procedures, and actions that are unlawful, unethical, unsafe, disrespectful, disruptive, or undignified.

The Executive Director shall:

1. Protect confidential information
2. Effectively handle concerns or complaints
3. Maintain an organizational culture that values individual differences in opinion
4. Protect against wrongful or illegal conditions
5. Establish policies and procedures to ensure compliance with all federal and state laws, provided that such policies shall be approved by the Board
6. Follow Cass County Human Resource policies and procedures to protect against discrimination, bullying, hazing, and harassment, which explicitly includes everyone but are not limited by the following characteristics: race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, gender expression/identity, genetic information, status concerning marriage or public assistance, or standing in any group protected by federal, state, or local law.

Monitoring Method: Monitored by the Planning Committee and reviewed by the Board

Monitoring Frequency: Annually, per the Annual Work Plan

Metro Flood Diversion Authority

Adopted:

**Policy Monitoring Form
OEP 3: Treatment of Community
Members**

**Summary of Compliance Status
March 12, 2026**

Executive Director Certification

With respect to Operational Expectation Policy 3: Treatment of Community Members, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

- In Compliance
- In compliance with Exception (as noted in the evidence)
- Not in Compliance

Summary Statement by Executive Director

Signed: _____ Date _____

Planning Committee Recommendation for Compliance

With respect to Operational Expectation Policy 3: Treatment of Community Members, the Board:

- Accepts the report as fully compliant.
- Accepts the report as compliant with noted exceptions.
- Finds the Executive Director to be non-compliant.

Summary statement/motion of the Board

Signed: _____ Date _____

Memorandum



To: Chair Mahoney & Members of the Metro Flood Diversion Board of Authority
From: Jason Benson, Executive Director
Date: March 26, 2026
Re: Settlement Agreement Project Updates

This memorandum serves as an update for the construction projects required by the Settlement Agreement by and between the Metro Flood Diversion Authority (MFDA), Richland-Wilkin Joint Powers Authority (RWJPA), Buffalo-Red River Watershed District (BRRWD), the City of Wolverton, Minnesota (Wolverton) and the City of Comstock, Minnesota (Comstock) (the "Settlement Agreement"). The Settlement Agreement became effective on February 1, 2021. Per the terms and conditions of the Settlement Agreement, the MFDA is responsible for providing the funds to design, construct, operate and maintain the projects that follow within this memorandum.

Georgetown Flood Protection Project

The MFDA and BRRWD entered into a MOU for the Georgetown Flood Protection Project in May 2022 to further define the project and roles and responsibilities. The Georgetown Flood Protection Project is being administered and constructed by the BRRWD. BRRWD and the MFDA have bi-weekly coordination meetings to discuss the status and development of the project. BRRWD is working toward property acquisition, permits, design plans, and other coordination for the project. BRRWD has indicated that construction for the project will begin in 2027.

Wolverton Flood Protection Project

The MFDA and BRRWD entered into a MOU for the Wolverton Flood Protection Project in May 2022 to further define the project and roles and responsibilities. The Wolverton Flood Protection Project is being administered and constructed by the BRRWD. BRRWD and the MFDA have bi-weekly coordination meetings to discuss the status and development of the project. BRRWD is working toward property acquisition, permits, design plans, and other coordination for the project. BRRWD has indicated that construction for the project will begin in 2026. Completion of this project will reduce the number of flowage easement acquisition required in Wilkin County, Minnesota.

Christine Flood Protection Project

The MFDA and the City of Christine entered into a MOU for the Christine Flood Protection Project in March 2022 to further define the project alignment and roles and responsibilities. The Christine Flood Protection Project is being administered and constructed by the City of Christine. The City of Christine and the MFDA have monthly coordination meetings to discuss the status and development of the project. The City of Christine is working toward property acquisition, permits, design plans, and other coordination for the project. The City has indicated that construction for the project will begin in 2026 pending permitting and property acquisition and will take a minimum of two years to construct. Completion of this project will reduce the number of flowage easement acquisition required in Richland County, North Dakota.

Comstock Lagoon Project, Comstock Flood Control Project and Coordination with Clay County for the Highway 2 Project

The MFDA and the City of Comstock entered into a MOU for the Comstock Lagoon Project and the Comstock Flood Control Project in November 2021 to further define the project and roles and responsibilities. The Comstock Lagoon Project is being administered and constructed by the City of Comstock. The City of Comstock has completed design and permitting for the project and will be closing on the property acquisitions in March 2026. The city has indicated that construction for the project will begin in 2026 and will take a minimum of two years to construct. As part of the MOU, it was determined that a Flood Control Project is not needed at this time for the City of Comstock.

The Clay County Highway 2 Project is being administered by Clay County. Construction for this project began in 2025 and will be completed in 2026.

Cemetery Protection Projects

The MFDA in cooperation with the USACE completed the Cemetery Protection Plan in February 2022. As part of this plan, it was determined that there are six (6) cemeteries with increased flood water impacts and two (2) cemeteries with viewshed impacts. The impacted cemeteries and their proposed protection projects are identified below:

Clara Cemetery – The MFDA and the Comstock Lutheran Church entered into an agreement in August 2024 for the Clara Cemetery Flood Protection Project which consists of protecting the cemetery with a levee. The MFDA is responsible for design, construction and maintenance of the project. The project is currently out for bid and is planned to be awarded to the successful bidder in April 2026. Construction for the project is to begin after Memorial Day on June 1, 2026 and will be completed in 2026. A turf and tree establishment period will remain in effect up to one year after the project is constructed.

Eagle Cemetery – The MFDA and Eagle Valley Evangelical Free Church entered into an agreement in February 2024 for the Eagle Cemetery Flood Protection Project which consists of adding fill to the cemetery to raise its elevation out of the floodplain. This project was constructed during the 2025 construction season. A turf and tree establishment period will remain in effect until October 2026 at which time the project will be complete and closed out.

North Pleasant Cemetery – The MFDA and the North Pleasant Cemetery Association entered into an agreement in September 2024 for the North Pleasant Cemetery Flood Protection Project which consists of protecting the cemetery with a levee. The MFDA is responsible for design, construction and maintenance of the project. The project was bid and awarded to the successful bidder at the February 2026 MFDA Board meeting. Construction for the project is to begin after Memorial Day on June 1, 2026 and will be completed in 2026. A turf and tree establishment period will remain in effect up to one year after the project is constructed.

Hemnes Cemetery – The Hemnes Cemetery mitigation project consists of the purchase of a flowage easement across a portion of the cemetery property that is near the bank of the Red River. Once the flowage easement is in place, this will serve as the mitigation and agreement for the Hemnes Cemetery. The flowage easement has not yet been acquired.

Roan Cemetery – The Roan Cemetery mitigation project consists of the purchase of a flowage easement on the cemetery property and the placement of a historic plaque. The MCCJPA has purchased the flowage easement across the property. The USACE is coordinating with MN SHPO on approval of the historic plaque and will place the plaque once it is complete.

Salem (Wolverton) Cemetery – The MFDA and the Salem Cemetery Association entered into an agreement in June 2023 regarding project impacts and potential mitigation for the Salem (Wolverton) Cemetery. It was agreed that the Wolverton Flood Protection Project as it is proposed will protect the Salem (Wolverton) Cemetery from flood water impacts and therefore a separate project would not be required.

St. Benedicts Cemetery – The St. Benedicts Cemetery only has a viewshed impact due to the location and proximity to the southern embankment. The USACE has determined in coordination with ND SHPO that mitigation for the viewshed impact would include a wildflower seed mix at the embankment at this location and providing a historic marker at the cemetery. The USACE will complete the landscaping and placement of the historic marker.

Lower Wild Rice and Red River Cemetery – The Lower Wild Rice and Red River Cemetery only has a viewshed impact due to the location and proximity to the southern embankment and the Red River Structure. The USACE has determined in coordination with ND SHPO that mitigation for the viewshed impact would planting trees at the southern end of the project to make the structure less of an obvious presence along with placing a historic marker at the cemetery. The USACE will complete the landscaping and placement of the historic marker.