

Board Agenda



Diversion Board of Authority

October 22, 2026 @ 3:00 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 September 24, 2026 [Attachment 01.00] (Pg. 3)
3. Approve Order of Agenda
4. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
 - a. Voucher Approval [Attachment 02.00] (Pg. 8)
 - b. Finance Report [Attachment 03.00] (Pg. 24)
 - c. Governance Policies 2026 3rd Quarter Review [Attachment 04.00] (Pg. 50)
 - d. NDDOT & MFDA Access Agreement [Attachment 05.00] (Pg. 57)
 - e. DA Board Approval Contracting Actions [Attachment 06.00] (Pg. 59)
 - i. HMG Task Order 102, Amendment 13 – R2 [Attachment 06.01] (Pg. 62)
 - ii. Program Advisor Services Task Order 4 Amendment 0 [Attachment 06.02] (Pg. 67)
 - iii. USGS Gaging Station Cost Share Agreement for FY 2027 [Attachment 06.03] (Pg. 70)
 - iv. WP-31B I-29 Crack Repair CO 5 [Attachment 06.04] (Pg. 72)

REGULAR AGENDA:

5. Executive Director Update
 - a. Resource Agency Coordination as we transition to O&M
 - b. Move to the Authority Administrative Building (AAB)
6. General Counsel Update
 - a. WIFIA Loan Update
 - b. PPA Pledge Resolution [Attachment 07.00] (Pg. 74)
7. Project Updates
 - a. USACE Project Update [Attachment 08.00] (Pg. 130)

- b. SWDCAI Project Update [Attachment 09.00] (Pg. 131)
 - c. Project Safety Update [Attachment 10.00] (Pg. 132)
 - d. P3 Monthly Update [Attachment 11.00] (Pg. 133)
 - e. Monthly Drone Footage Video
 - 8. Communications Team Update
 - 9. Land Management Update
 - a. Property Acquisition Status Report [Attachment 12.00] (Pg. 171)
 - 10. Finance Update
 - a. Sales Tax Update [Attachment 13.00] (Pg. 178)
 - 11. Other Business
 - a. Crop Loss Reserve Fund Sub Committee Update
 - 12. Public Comment – 15 minutes maximum. Each speaker is limited to three minutes.
 - 13. Next Meetings: November 19, 2026
 - 14. Adjournment
-

MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

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

Metro Flood Diversion Authority Board of Authority

Meeting Minutes

3:30 PM – September 24, 2026

City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on September 24, 2026. The following members were present: Josh Boschee, Mayor, City of Fargo; Rick Steen, Manager, Cass County Joint Water Resource District; Jim Kapitan, Cass County Commissioner; Tony Grindberg, Cass County Commissioner; Kevin Campbell, Clay County Commissioner; David Ebinger, Clay County Commissioner; Lisa Borgen, Moorhead City Council; Duane Breitling, Cass County Commissioner; Shelly Carlson, Mayor, City of Moorhead and Chad Peterson, Fargo City Commission.

Member(s) absent: Eric Gjerdevig, Mayor, City of West Fargo; Chuck Hendrickson, Moorhead City Council and Michelle Turnberg, Fargo City Commissioner.

1. CALL TO ORDER

Mayor Boschee called the meeting to order at 3:32 PM. Roll call was taken, and a quorum was present.

2. APPROVE THE MINUTES FROM THE AUGUST 2026 BOARD OF AUTHORITY MEETING

MOTION PASSED

Mr. Steen moved to approve the minutes from the August 2026 meeting and Mr. Ebinger 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 and Mayor Carlson seconded the motion. On a voice vote, the motion carried.

4. APPROVE THE CONSENT AGENDA

MOTION PASSED

Mayor Boschee noted that item 4., d., iii., was amended at the Finance Committee meeting reducing the HMG task order #102 by \$800,000. Mr. Steen moved to approve the Consent Agenda as amended and Ms. Borgen seconded the motion. On a roll call vote, the motion carried.

5. EXECUTIVE DIRECTOR UPDATE

a. Board Retreat Recap

Mr. Benson reported that the board retreat went well and he received positive feedback regarding the tour.

b. Federal Agency Coordination Meetings

Mr. Benson reported that the federal agency meetings have been going well and included a two-day meeting with FEMA; a trip to St. Paul to meet with the USACE and Ms. Williams, Mr. Denn and LTC Rud visited Fargo to attend the board meeting.

6. GENERAL COUNSEL UPDATE

a. WIFIA Update

Mr. Shockley reported that draw #4 has not been submitted as invoices have not been received from the developer. Draw #3 was received in the amount of \$30,500,000.

b. WIFIA Internal Controls Policy

Mr. Shockley reported that an internal controls policy has been created for the WIFIA loan. This is a standard process and procedure that is implemented by organizations that utilize the WIFIA program.

MOTION PASSED

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

7. PROJECT UPDATES

a. USACE Project Update

Ms. Williams provided the following USACE update:

1 Red River Structure (RRS)

16 Sept 2026 Ongoing Construction Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Final punch list items being addressed and key turnover pending. Turnover to Sponsors for OMRRR anticipated in October 2026.

2 Reach SE-2B

99% complete. Contractor addressing punch list items. Completion date is 23 October 2026.

3 Reach SE-3

88% complete. Hwy 81 road repair ongoing and involves excavation and replacement of road embankment, flattening side slopes, repaving, and adding/replacing box culvert sections. Reopening date is TBD and weather dependent. Contract completion date is 19 October 2026.

4 Reach SE-4

85% complete. Topsoiling and seeding ongoing. Contractor resurfacing 130th Ave S. up and over. Contract completion date is 15 October 2026.

5 Reach SE-5

68% complete. Soil-cement placement is ongoing. Contract completion date is 31 October 2026. Ongoing Mitigation

6 Forest Mitigation

Three Contracts. Planting/maintenance ongoing. Completion dates are December 2028.

7 Drain 27

Wetland Mitigation Project Plantings Native plantings 5-year contract for wetland establishment.

Completion date is 2 December 2027. Operations, Maintenance, Repair, Replacement, Rehabilitation (OMRRR)

8 Reach SE-1B

Turnover to MFDA occurred on 14 September 2026. Turf maintenance ongoing.

9 Wild Rice River Structure (WRRS)

Turnover to MFDA occurred on 20 July 2026.

10 Diversion Inlet Structure (DIS)

Turnover to MFDA occurred on 15 June 2026.

11 OHB Reach 43-B Ring Levee

Turnover to MFDA occurred on 29 December 2025. Turf maintenance ongoing.

12 I-29 Raise

Turnover to MFDA occurred on 20 December 2025.

13 Drayton Dam Mitigation Project

Turnover to MFDA occurred on 28 Nov 2023.

14 Reach SE-1

Turnover to MFDA occurred on 29 December 2022.

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

- Drain Inlets
- Channel
- AAB

30 to 60-Day Outlook

- Red River Structure
- Channel Reaches
- Southern Embankment

c. Project Safety Update

Mr. Bakkegard reported that it was a good month with only one minor recordable incident involving a bee sting that required medical treatment.

d. P3 Monthly Update

Mr. Bakkegard highlighted the Submittals section in September update.

SUBMITTALS

	Reporting Period	To Date
Submittals received for review and comment (including ITP Complete)	161	6,061
Reviews carried out*	131	5,540
Submittals returned with no comment	78	2,288
Submittals in review with the Authority as at end of reporting period	193	n/a
Submittals back with RRVA for resubmission as at end of reporting period		255
rejected as incomplete at end of reporting period	3	44
rejected with comments at end of reporting period	38	211
number of comments at end of reporting period	147	4,670
CDS returned with no comments	0	198
RFC documents (includes minor updates that are not redesigns)	0	191
Relating to utility relocations (some BUs combined into a single RFC)	0	81
RFCs back in redesign	8	n/a
Redesigned once (RFC1)	1	33
Redesigned twice (RFC2)	0	8
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.

- The ICE Notices for CR22 and Drain Inlet for Raymond Township South were agreed during August 2026.

- 5 Notices were received in August 2026; CR 6 Crossing, Drain 14B and Drain Inlet for Raymond Township North are currently in review and CR16/17 and 32nd Ave W were rejected during the month. The report can be viewed in its entirety on the website at www.fmdiversion.gov. Please reach out to Mr. Barthel should you have any questions.

e. Monthly Drone Video

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

8. COMMUNICATIONS TEAM UPDATE

Ms. Wieser Willson provided the following communications update:

PR/Media Relations:

- August construction update
- Hemnes Cemetery
- Highway 81 closure
- I-29 lane closure

Newsletter:

- PMC
- 55.3% open rate
- 11.5% click rate
- Next issue: O&M

Outreach:

- RRBC Board Meeting
- International Leaders Forum tour
- Great Plains Food Bank Board

9. LAND MANAGEMENT UPDATE

a. Property Acquisition Status Report

Mr. Fisher provided the following property acquisition status report:

Key Activities:

- **In the last month, successfully closed 2 parcels / 1 owner in the UMA**
- **Continued negotiating settlement agreements for existing eminent domain actions**
 - To date, completed three (3) eminent domain trials in Cass County. No new trials in the last month.
 - Completed site inspections and initial discovery hearing for the actions in Minnesota.
 - Scheduled Commissioner Hearings for Minnesota actions.
 - Negotiated many settlements since completing the first trial.
 - 13 pending settlement offers with property owners.
- **Closings are pending for:**
 - MN: 9 parcels / 3 owner/266 Flowage Easement Acres
 - ND: 42 parcels / 14 owners/1,803 Flowage Easement Acres
- **22,030 acres of flowage easements have been acquired, and 5,060 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:

- 98.4% completion in the Construction Footprint
- 70.1% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 70.1% of the parcels in the Upstream Mitigation Area have been acquired
- 79.8% of the Environmental Easements have been signed
- 100% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

10. FINANCE UPDATE

a. Sales Tax Update

Mr. Steen reported that sale tax receipts from Cass County are up 14.9% and the City of Fargo is up 8.6%.

Mr. Barthel and Mr. Shockley provided an overview of the various line-item funds shown on the Statement of Net Position and what is included in each of them.

11. OTHER BUSINESS

There was no other business.

12. PUBLIC COMMENT

There was no public comment.

13. CLOSED EXECUTIVE SESSION

*Closed Executive Session pursuant to N.D.C.C. 44-04-19.1 (2) and (9) to discuss negotiating strategy and to provide negotiating instructions to its General Counsel and Executive Director regarding a requested amendment to the ICE Advance Agreement between the MFDA, RRVA and ASN.

MOTION PASSED

Mayor Carlson moved to go into executive session, and Ms. Borgen seconded the motion. On an affirmative roll call vote, a quorum retreated to the Red River Room at 4:11 PM.

A quorum returned to the Commission Chambers at 4:47 PM.

14. NEXT MEETING

The next meeting will be on October 22, 2026.

15. ADJOURNMENT

Mayor Carlson moved to adjourn, and Mr. Peterson seconded the motion. On a voice vote, the meeting adjourned at 4:48 PM.

Finance Committee Bills from October 2026

Vendor	Description		
City of Fargo	Reimburse complementary in-town flood projects	\$	4,876,927.99
Cass County Joint Water Resource District	Diversion bills – Request #146 CCJWRD	\$	4,486,753.97
Clay County	Comstock Reconstruction – Hwy 2 Reconstruction	\$	370,638.04
City of Christine	Reimburse engineering, appraisal & legal costs related to MOU	\$	268,572.30
Ohnstad Twichell, P.C.	Legal services rendered through September 21, 2026	\$	147,085.80
Clay County	Diversion bills – Request #70 MCCJPA	\$	142,533.40
City of Christine	Reimburse engineering, appraisal & legal costs related to MOU	\$	48,163.48
City of Comstock	Reimburse engineering costs related to MOU	\$	13,906.25
Maple River Water Resource District	Reimburse legal & engineering costs related to MOU	\$	4,308.25
Cass County	Reimburse misc expenses from Diversion Authority office	\$	4,222.67
Total Bills Received through October 14, 2026		\$	<u>10,363,112.15</u>



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

October 9, 2026

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

Dear Metro Flood Diversion Board of Authority,

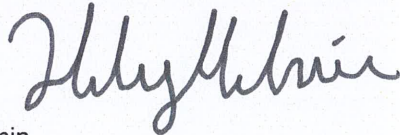
The City of Fargo is submitting request #60 for reimbursement of invoices paid totaling \$4,876,927.99. These costs are for work on complementary in-town flood protection projects for costs paid in September 2026

Project Narrative, this request:

Project Number	Project Description	Amount
FLDBUY	Flood Buyouts - Property Acquisition Expense	1,014.00
FM15F	Harwood, Hackberry, & River Drive - Flood Risk	3,134,357.63
FM15J	Belmont Flood Risk Management Project	1,268,535.38
NR25D	Storm Lift Rehab - #41 & 42	313,606.73
NR26C	Storm Lift Rehab - #40	159,414.25
	Total Expense for Period	\$4,876,927.99

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

Sincerely,



Haley Helmin
Finance Manager

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

September 1, 2026 - September 30, 2026

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	AP Accounting Period Month	AP Accounting Period Year	Bookmarked Invoice
FLDBUY	FLOOD ACQUISITION	46035305103325	DANIEL & EDNA HOLM AQUISI	50.00	357156	334084	09/24/2026	SERKLAND LAW FIRM	9	2026	6
FLDBUY	FLOOD ACQUISITION	46035305103325	KESSELRING JOINT TRUST-AC	839.00	357156	334083	09/24/2026	SERKLAND LAW FIRM	9	2026	6
FLDBUY	FLOOD ACQUISITION	46035305103325	JOYCE B. COLE TRUST ACQUI	125.00	357156	334082	09/24/2026	SERKLAND LAW FIRM	9	2026	6
460-3530-510.33-25 - Total				1,014.00							
FLDBUY - Total				1,014.00							
FM15F5	FLOOD RISK-Harwd Hack Rvr	46035305107110	LAND PURCHASE - 8.17.26 7	3,134,357.63	HH09260001	HH09260001	09/23/2026	City of Fargo	9	2026	9
460-3530-510.71-10 - Total				3,134,357.63							
FM15F5 - Total				3,134,357.63							
FM15J3	FLOOD MIT-Belmont Park	46000002062000	Retainage/Release FM15J3	-35,760.87	356838	FM15J3 #3 088	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46000002062000	Retainage/Release FM15J3	-31,004.15	357292	FM15J3 #4 066	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-0000-206.20-00 - Total				-66,765.02							
FM15J3	FLOOD MIT-Belmont Park	46035305107320	Miscellaneous	6,000.00	356838	FM15J3 #3 074	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107320	1502 South River Road	32,000.00	357292	FM15J3 #4 021	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107320	1514 South River Road	20,500.00	357292	FM15J3 #4 047	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-20 - Total				58,500.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107352	Flood Mitigation	585,084.40	356838	FM15J3 #3 011	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107352	Flood Mitigation	324,100.00	357292	FM15J3 #4 028	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-52 - Total				909,184.40							
FM15J3	FLOOD MIT-Belmont Park	46035305107356	Removals	198.00	356838	FM15J3 #3 046	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107356	Removals	1,980.00	357292	FM15J3 #4 001	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107356	Paving	34,680.00	357292	FM15J3 #4 004	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-56 - Total				36,858.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107358	Flood Mitigation	31,200.00	356838	FM15J3 #3 027	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107358	Flood Mitigation	6,050.00	357292	FM15J3 #4 051	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107358	Storm Sewer	5,500.00	357292	FM15J3 #4 053	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-58 - Total				42,750.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Flood Mitigation	32,000.00	356838	FM15J3 #3 008	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Removals	9,520.00	356838	FM15J3 #3 045	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Water Main	1,000.00	357292	FM15J3 #4 005	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107359	1502 South River Road	21,566.00	357292	FM15J3 #4 012	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Removals	9,296.00	357292	FM15J3 #4 018	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Storm Sewer	3,000.00	357292	FM15J3 #4 024	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Sanitary Sewer	2,000.00	357292	FM15J3 #4 036	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107359	1514 South River Road	14,346.00	357292	FM15J3 #4 037	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-59 - Total				92,728.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107361	Miscellaneous	1,750.00	356838	FM15J3 #3 075	09/17/2026	KEY CONTRACTING INC	9	2026	4
460-3530-510.73-61 - Total				1,750.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107362	1514 South River Road	9,500.00	357292	FM15J3 #4 013	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107362	1502 South River Road	9,500.00	357292	FM15J3 #4 023	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107362	Storm Sewer	45,400.00	357292	FM15J3 #4 042	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107362	Water Main	20,540.00	357292	FM15J3 #4 052	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-62 - Total				84,940.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107363	1514 South River Road	12,500.00	357292	FM15J3 #4 025	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107363	1502 South River Road	12,500.00	357292	FM15J3 #4 035	10/01/2026	KEY CONTRACTING INC	9	2026	8
FM15J3	FLOOD MIT-Belmont Park	46035305107363	Sanitary Sewer	30,625.00	357292	FM15J3 #4 065	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-63 - Total				55,625.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107366	Removals	5,400.00	356838	FM15J3 #3 031	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107366	Flood Mitigation	24,750.00	356838	FM15J3 #3 061	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107366	Miscellaneous	2,100.00	356838	FM15J3 #3 068	09/17/2026	KEY CONTRACTING INC	9	2026	4
460-3530-510.73-66 - Total				32,250.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107369	Erosion Control	17,215.00	356838	FM15J3 #3 038	09/17/2026	KEY CONTRACTING INC	9	2026	4
FM15J3	FLOOD MIT-Belmont Park	46035305107369	Erosion Control	3,500.00	357292	FM15J3 #4 002	10/01/2026	KEY CONTRACTING INC	9	2026	8
460-3530-510.73-69 - Total				20,715.00							
FM15J3 - Total				1,268,535.38							
NR25D0	STRM LFT RHAB-#41 & 42	46035305103305	Construction Administrati	96,210.83	356652	NR25D0 #11 014	09/10/2026	HOUSTON ENGINEERING INC	9	2026	1
460-3530-510.33-05 - Total				96,210.83							
NR25D0 - Total				96,210.83							
NR25D2	STRM LFT RHAB-#41 & 42	46000002062000	Retainage/Release NR25D2	-15,626.10	357231	NR25D2 #5 075	10/01/2026	CC STEEL, LLC	9	2026	7
460-0000-206.20-00 - Total				-15,626.10							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #41 (10th St	226,060.00	357231	NR25D2 #5 019	10/01/2026	CC STEEL, LLC	9	2026	7
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #58 (Univ Dr	50,600.00	357231	NR25D2 #5 058	10/01/2026	CC STEEL, LLC	9	2026	7
460-3530-510.73-58 - Total				276,660.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107369	Lift Station #41 (10th St	10,272.00	357231	NR25D2 #5 022	10/01/2026	CC STEEL, LLC	9	2026	7
NR25D2	STRM LFT RHAB-#41 & 42	46035305107369	Lift Station #58 (Univ Dr	25,590.00	357231	NR25D2 #5 063	10/01/2026	CC STEEL, LLC	9	2026	7
460-3530-510.73-69 - Total				35,862.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107399	Adjustments	-79,500.00	357231	NR25D2 #5 077	10/01/2026	CC STEEL, LLC	9	2026	7
460-3530-510.73-99 - Total				-79,500.00							
NR25D2 - Total				217,395.90							
NR26C0	STRM LFT RHAB-#40	46035305103305	LS #40 Design	212.00	357064	NR26C0 #5 002	09/24/2026	HOUSTON ENGINEERING INC	9	2026	5
460-3530-510.33-05 - Total				212.00							
NR26C0 - Total				212.00							
NR26C2	STRM LFT RHAB-#40	46035305103306	EX24028	1,079.50	356746	IN1026270	09/17/2026	BRAUN INTERTEC CORP	9	2026	3

460-3530-510.33-06 - Total				1,079.50							
NR26C2 - Total				1,079.50							
NR26C3	STS LS #40 REHAB GENERAL	46000002062000	Retainage/Release NR26C3	-8,322.25	356663	NR26C3 #1 044	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-0000-206.20-00 - Total				-8,322.25							
NR26C3	STS LS #40 REHAB GENERAL	46035305107356	Paving	5,760.00	356663	NR26C3 #1 008	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-3530-510.73-56 - Total				5,760.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107358	Storm Sewer	131,960.00	356663	NR26C3 #1 006	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-3530-510.73-58 - Total				131,960.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107359	Miscellaneous	1,080.00	356663	NR26C3 #1 020	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-3530-510.73-59 - Total				1,080.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107366	Miscellaneous	5,850.00	356663	NR26C3 #1 003	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-3530-510.73-66 - Total				5,850.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107369	Erosion Control	5,795.00	356663	NR26C3 #1 012	09/10/2026	KEY CONTRACTING INC	9	2026	2
NR26C3	STS LS #40 REHAB GENERAL	46035305107369	Miscellaneous	16,000.00	356663	NR26C3 #1 035	09/10/2026	KEY CONTRACTING INC	9	2026	2
460-3530-510.73-69 - Total				21,795.00							
NR26C3 - Total				158,122.75							
Overall - Total				4,876,927.99							



SENT VIA EMAIL

**Cass County
Joint Water
Resource
District**

October 13, 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 \$4,486,753.97 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.

Melissa Hinkemeyer
Director, Secretary

Thank you.

Amy Hepper
Treasurer

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer

**Melissa Hinkemeyer
Director**

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICE 10/13/2026							
Invoice	Invoice	Invoice		Project			
Paid	Date	No.		No.	Amount	Vendor	Description
9/11/2026	8/28/2026	220908			17,527.51	Ohnstad Twichell, PC	Upstream Mitigation Area
9/11/2026	8/28/2026	220906			51.00	Ohnstad Twichell, PC	Channel Phase II
9/11/2026	8/28/2026	220905			5,440.00	Ohnstad Twichell, PC	Diversion Row Acquisition
9/11/2026	8/28/2026	220904			4,284.00	Ohnstad Twichell, PC	Basin Project 2009 - Diversion
9/28/2026	9/18/2026	221347			379.50	Ohnstad Twichell, PC	Brakke Family OIN 1938, 1977 & 1978
9/28/2026	9/18/2026	221351			1,660.50	Ohnstad Twichell, PC	2023 Consolidated ED Actions
9/28/2026	9/18/2026	221352			310.50	Ohnstad Twichell, PC	Turner, Scott & Vicki OIN 5028
9/28/2026	9/18/2026	331353			103.50	Ohnstad Twichell, PC	Brakke, Steve & Colleen OIN 1920, 1933, 1934 & 1939 ED
9/28/2026	9/18/2026	221354			1,414.50	Ohnstad Twichell, PC	Boyer, Stuart & Pat OIN 1967
9/28/2026	9/18/2026	221355			690.00	Ohnstad Twichell, PC	Richard, George & Sharon
9/28/2026	9/18/2026	221356			2,916.00	Ohnstad Twichell, PC	Rupp, Tyler & Kim OIN 9231, 9232
9/28/2026	9/18/2026	221357			2,407.48	Ohnstad Twichell, PC	Aaland Law Open Records Reqeust
9/28/2026	9/18/2026	221358			4,400.00	Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action
9/28/2026	9/18/2026	221361			1,276.50	Ohnstad Twichell, PC	2025 Consolidated Actions
9/28/2026	9/18/2026	221363			252.00	Ohnstad Twichell, PC	Israelson, Gary and Nancy, OIN 8783 ED Action
9/28/2026	9/18/2026	221364			483.00	Ohnstad Twichell, PC	Johnson, Larry & Jane OIN 1471, 1496, 1475, 1479)
9/28/2026	9/18/2026	221367			241.50	Ohnstad Twichell, PC	Rufer, Michael & Darla (OIN 1328 & 1245) ED Action
9/28/2026	9/18/2026	221368			241.50	Ohnstad Twichell, PC	Granholt, Joshua & Suzanne (OIN 1329) ED Action
9/28/2026	9/18/2026	221369			241.50	Ohnstad Twichell, PC	Patrick, Dennis & Wanda (OIN 1402, 1477) ED
9/21/2026	9/2/2026	881653		38810.00004	3,760.00	Larkin Hoffman	Richland/Cass Cos./Applications for Permit to Enter Land
9/21/2026	9/2/2026	881654		38810.00016	960.00	Larkin Hoffman	Israelson, Gary and Nancy, Flowage Easement Acquisition
9/21/2026	9/2/2026	881655		38810.00017	160.00	Larkin Hoffman	Johnson, Larry & Jane Flowage Easement Acquisition
9/21/2026	9/2/2026	881656		38810.00022	1,600.00	Larkin Hoffman	Nelson Trusts (Curtis & Ellen, Trustees) Flowage Easement Acquisition
9/21/2026	9/2/2026	881657		38810.00024	320.00	Larkin Hoffman	Ness Family Trust Flowage Easement Acquisition
9/21/2026	9/2/2026	881658		38810.00025	280.00	Larkin Hoffman	Olson, Leif & Danelle Flowage Easement Acquisition
9/21/2026	9/2/2026	881659		38810.00032	1,080.00	Larkin Hoffman	Dall Israelson
9/21/2026	9/2/2026	881660		38810.00035	920.00	Larkin Hoffman	Patrick Anderson and Lori Propp-Anderson
9/21/2026	9/2/2026	881661		38810.00049	760.00	Larkin Hoffman	Allan and Mary Swenson
9/21/2026	9/2/2026	881662		38810.00063	400.00	Larkin Hoffman	Hayes
9/21/2026	9/2/2026	881663		38810.00065	7,560.00	Larkin Hoffman	Colehour/The Quinland Farm (OIN's 2031-33; 2035; 0866-67; and 8063
9/21/2026	9/2/2026	881664		38810.00066	2,120.00	Larkin Hoffman	Stuart T. and Laverna Ystebo LLLP OIN's 1451-53; 1466 and 1494
9/25/2026	9/11/2026	SIN012294		19706	6,242.50	Moore Engineering	FM Diversion - Design Coordination
9/25/2026	9/1/2026	5409			7,000.00	Crown Appraisals, Inc	FM Diversion Project - Task Order 7 Amendment 3 -Farmland Sales and Urgan Development Land Sales Update
9/11/2026	9/11/2026	288398			2,744,012.30	The Title Company	Exchganger's Settlement Statement - OIN 2044, 2045 exchange for OIN 817y3
9/11/2026	9/11/2026	288398B			1,609,422.00	The Title Company	Borrower's Settlement Statement - OIN 817y3
9/25/2026	9/25/2026	288398B			40,737.92	The Title Company	Buyer's Settlement Statement - OIN 8783
9/24/2026	9/9/2026				13,348.76	Joseph & Jolene Sauvageau	Non Residential Relocation Reimbursement OIN 1112, 1113
9/24/2026	9/24/2026				1,750.00	Corey & Sherri Smith	Non Residential Relocation Reimbursement OIN 1120Y - Removal of septic tank
				Total	4,486,753.97		
OXBOW - HICKSON - BAKKE RING LEVEE PROJECT							
	Invoice	Invoice		Project			
	Date	No.		No.	Amount	Vendor	Description
				Total	0.00		
				Grand Total	4,486,753.97		

HIGHWAY DEPARTMENT

JUSTIN SORUM, Engineer

ALEX SOYRING, Assistant Engineer

Office: (218) 299-5099

Fax: 1-888-259-8757



City of Fargo

Attn: FM Diversion Authority

225 4 St N

Fargo, ND 58102

BILLING DATE: SEPTEMBER 28, 2026

Acct # 90

ACCOUNT CHARGES	AMOUNT
County State Aid Highway 2 Reconstruction (SAP 14-602-031)	
Contractor Services through August 06, 2026	
Sellin Brothers Inc. - Total work certified as of 08/06/26	4,521,572.13
Less: Retainage Withheld @ 1%	(45,215.72)
Total Contractor Services	\$ 4,476,356.41
10/28/2025 Payment (Receipt # 150752)	(1,894,830.44)
12/01/2025 Payment (Receipt # 150981)	(579,037.10)
02/03/2026 Payment (Receipt # 151469)	(89,091.54)
08/11/2026 Payment (Receipt # 152699)	(1,542,759.29)
* Partial Payment Documents attached	
BALANCE DUE	\$ 370,638.04

Approved: _____



Clay County Highway Engineer

Please make check payable to: CLAY COUNTY HIGHWAY DEPARTMENT

Please send remittance to: Clay County Auditor
 3510 12th Ave S
 PO Box 280
 Moorhead, Minnesota 56560

City of Christine - SUMMARY OF INVOICING**Reimbursement Request #28****October 9, 2026**

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Moore Engineering, Inc.	10/9/2026	SIN013151	\$228,604.80
Heyer Engineering, Inc.	9/18/2026	16251	Included in Moore's
Braun Intertec	9/23/2026	IN1029506	Included in Moore's
Crown Appraisals, Inc	9/30/2026	5417	\$39,500.00
Swanson & Warcup	9/30/2026	4652	\$467.50

Total Invoiced This Reimbursement Request**\$268,572.30**

Reimbursement Request Totals			
Task Order 3 - Invoices After June 12, 2024			
<u>Vendor</u>	<u>Contract Total</u>	<u>Total Invoiced to Date</u>	
Moore Engineering, Inc. & Subs	\$ 1,746,445.00	\$	1,642,645.96
Swanson & Warcup	\$ 204,730.00	\$	9,153.54
Crown Appraisals, Inc.	\$ 335,346.00	\$	84,500.00
Lies, Bullis & Hatting, PLLP		\$	9,420.00
Total	\$ 2,286,521.00	\$	1,745,719.50

OhnstadTwichell

attorneys

Offices in North Dakota
West Fargo, Hillsboro,
Casselton, Page, Maddock

Ohnstad Twichell, P.C.

444 Sheyenne Street, Ste. 102
West Fargo, ND 58078
Telephone: 701-282-3249
accounting@ohnstadlaw.com
www.ohnstadlaw.com
EIN: 45-0310621

FLOOD DIVERSION BOARD

PO BOX 2806
FARGO, ND 581082806

Issue Date : 10/12/2026

Consolidated Bill # : 00109

Consolidated Summary

Bill #	Matter	Fees	Expenses	New Charges	Prior Balance	Payments	Balance Due
222113	15-1395.001 - GENERAL TOPICS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-001	\$51,652.70	\$0.00	\$51,652.70	\$55,345.40	\$55,345.40	\$51,652.70
222114	15-1395.004 - PUBLIC FINANCE ISSUES - DIVERSION AUTH- LOCAL COUNSEL 15-1395-004	\$171.20	\$0.00	\$171.20	\$299.60	\$299.60	\$171.20
222115	15-1395.005 - CONSULTANT CONTRACT REVIEW/DEV - DIVERSION AUTH- LOCAL COUNSEL 15-1395-005	\$1,592.40	\$0.00	\$1,592.40	\$1,661.20	\$1,661.20	\$1,592.40
222116	15-1395.007 - COORDINATION W/MEMBER ENTITIES - DIVERSION AUTH- LOCAL COUNSEL 15-1395-007	\$252.00	\$0.00	\$252.00	\$408.00	\$408.00	\$252.00
222117	15-1395.008 - MNDNR PERMIT ISSUES - DIVERSION AUTH- LOCAL COUNSEL 15-1395-008	\$342.40	\$0.00	\$342.40	\$1,664.00	\$1,664.00	\$342.40
222118	15-1395.009 - ENVIR PERMITTING ISSUES/EPA - DIVERSION AUTH- LOCAL COUNSEL 15-1395-009	\$0.00	\$10,625.00	\$10,625.00	\$13,500.00	\$13,500.00	\$10,625.00
222119	15-1395.013 - THIRD PARTY UTILITY MOUS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-013	\$17,202.40	\$0.00	\$17,202.40	\$13,984.40	\$13,984.40	\$17,202.40
222120	15-1395.017 - EPA WIFIA LOAN - DIVERSION	\$694.20	\$0.00	\$694.20	\$3,104.80	\$3,104.80	\$694.20

AUTH- LOCAL COUNSEL
15-1395-017

222121	15-1395.023 - PRAM - DIVERSION AUTH- LOCAL COUNSEL 15- 1395-023	\$1,194.80	\$0.00	\$1,194.80	\$128.40	\$128.40	\$1,194.80
222122	15-1395.024 - P3 IMPLEMENTATION - DIVERSION AUTH- LOCAL COUNSEL 15- 1395-024	\$53,520.60	\$0.00	\$53,520.60	\$53,763.70	\$53,763.70	\$53,520.60
222123	15-1395.027 - UMA/UTILITY REVIEW - DIVERSION AUTH- LOCAL COUNSEL 15- 1395-027	\$1,092.00	\$0.00	\$1,092.00	\$294.00	\$294.00	\$1,092.00
222124	15-1395.030 - DISPUTE REVIEW BOARD MATTERS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-030	\$1,326.80	\$0.00	\$1,326.80	\$1,472.40	\$1,472.40	\$1,326.80
222125	15-1395.032 - 2027 SUBORD SALES TAX BOND - DIVERSION AUTH- LOCAL COUNSEL 15-1395-032	\$7,419.30	\$0.00	\$7,419.30	\$1,971.30	\$1,971.30	\$7,419.30
		\$136,460.80	\$10,625.00	\$147,085.80	\$147,597.20	\$147,597.20	\$147,085.80



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

October 13, 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 MCCJPA payments made and funds received on behalf of MCCJPA for the FM Flood Diversion project. All payment requests were or will be approved and authorized by the Diversion Authority. Here is a summary of the request:

Metro Flood Diversion Expense	\$143,033.40
Metro Flood Diversion Receipts	(\$500.00)
 Total Reimbursement Request	 \$142,533.40

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

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

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

FM Diversion MCCJPA invoices

Processed

Vendor	Invoice Date		Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
The Title Co		closing nelson farm oin's	\$74,801.00			9/24/26	908205	10/13/2026
John Allen, Allen Law Office	5/12/26	prof svc 5/12,8/10,20/26	\$900.00	3509	9/24/26	10/7/26	132723	10/13/2026
Todd Blilie		field access installation	\$14,500.00			10/7/26	132734	10/13/2026
Michael Dolan	8/31/26	scheduling & pre-hearing conferences	\$900.00		9/24/26	10/7/26	132754	10/13/2026
Larkin Hoffman	9/2/26	prof svc through 8/31/26	\$1,400.00	881669	9/14/26	10/7/26	132775	10/13/2026
Leslie Roos	8/31/26	teams mtgs 5/12,8/10,24/26	\$900.00	3	9/24/26	10/7/26	132793	10/13/2026
Dan Wogsland	8/31/26	prof svc 5/12,8/10,20/26	\$900.00		9/24/26	10/7/26	132822	10/13/2026
Ohnstad Twichell	9/10/26	Upstream mitigation	\$8,082.00	220656	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	eminent domain clay	\$2,436.00	220654	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	eminent domain wilkin	\$25,020.20	220653	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	aaland law data practices request	\$2,407.48	220652	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	General	\$2,859.70	220650	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	livdahl oin 9307 & 9325	\$210.00	220651	9/14/26	10/7/26	576157	10/13/2026
Ohnstad Twichell	9/10/26	Southern embankment	\$1,095.00	220655	9/14/26	10/7/26	576157	10/13/2026
ProSource	8/31/26	prof svc through 8/29/26	\$342.00	7727	9/8/26	10/7/26	576160	10/13/2026
SRF Consulting Group	8/31/26	prof svc through 8/31/26	\$6,163.51	13820.02-6	9/24/26	10/7/26	576167	10/13/2026
Clay County Union	8/17/26	joint powers meeting	\$24.00	3346	10/6/26	10/14/26	576268	10/13/2026
Red River Valley Coop	9/2/26	svc 16587 3rd st s	\$30.23		10/6/26	10/14/26	576304	10/13/2026
Red River Valley Coop	9/2/26	svc 16593 3rd st s	\$62.28		10/6/26	10/14/26	576304	10/13/2026
BCSS, LLC	9/1/26	land rent 3348 180th Ave S	-\$500.00	153090	9/1/26	9/1/26		10/13/2026
			\$142,533.40					

Total Reimbursement Request 4/14/26

\$142,533.40

City of Christine - SUMMARY OF INVOICING**Reimbursement Request #27****September 16, 2026**

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Invoice Amount</u>
Moore Engineering, Inc.	9/16/2026	SIN012355	\$30,853.48
Braun Intertec	8/27/2026	IN1026371	Included In Moore's
Crown Appraisals, Inc	9/1/2026	5410	\$15,000.00
Swanson & Warcup	8/31/2026	4583	\$2,310.00

Total Invoiced This Reimbursement Request **\$48,163.48**

Reimbursement Request Totals			
Task Order 3 - Invoices After June 12, 2024			
<u>Vendor</u>	<u>Contract Total</u>	<u>Total Invoiced to Date</u>	
Moore Engineering, Inc. & Subs	\$ 1,746,445.00	\$	1,414,041.16
Swanson & Warcup	\$ 204,730.00	\$	8,686.04
Crown Appraisals, Inc.	\$ 335,346.00	\$	45,000.00
Lies, Bullis & Hatting, PLLP		\$	9,420.00
Total	\$ 2,286,521.00	\$	1,477,147.20

City of Comstock, MN - SUMMARY OF INVOICING
Comstock Lagoon Project **Reimbursement Request #27**
October 14, 2026

<u>Item No.</u>	<u>Vendor</u>	<u>Invoice #/</u>		<u>Invoice Amount</u>
		<u>Invoice Date</u>	<u>Document Name</u>	
1.	Engineering Fees			
1.1	Moore Engineering, Inc.	9/24/2026	SIN012753	\$13,906.25

Total Moore Engineering, Inc.	\$13,906.25
--------------------------------------	--------------------

Total Invoiced This Reimbursement Request	\$13,906.25
--	--------------------



Maple River
Water Resource
District

SENT VIA EMAIL

October 13, 2026

Gerald Melvin
Chairman
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

Dallas Hoffmann
Manager
Wheatland, North Dakota

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

Greetings:

RE: Maple River WRD Reimbursements

Enclosed please find a copy of an invoice totaling \$4,308.25 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

Enclosure

Melissa Hinkemeyer
Director, Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrld@casscountynynd.gov
www.casscountynynd.gov

**INVOICE: INV013254**

Date 10/02/2026
 Invoice account 198

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

Description	Quantity	Unit price	Amount
DIVERSION- SEPT26 PAYROLL EXPENSES	1.00	112,557.37	112,557.37
DIVERSION- SEPT26 MISCELLANEOUS EXPENSES	1.00	4,222.67	4,222.67

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
116,780.04	0.00	0.00	116,780.04	0.00	0.00	USD	116,780.04

Due date

11/01/2026

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: **INV013254**

Date: 10/02/2026

Total: 116,780.04

Name: CITY OF FARGO

Account #: 198

Due date 11/01/2026

Board Packet 2026-10-22_Page 24 of 178

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase
As of 09/30/26

	790: FM Diversion Project Fund								770: Budget Fund				773: Excess Capital Fund				
	2011-2024	2021	2022	2023	2024	2025	2026	Total	2021-2024	2025	2026	Total	2025	2026	Total	Grand Total	
Revenues																	
City of Fargo	229,263,214	39,900,525	41,606,950	43,281,539	43,640,465	42,671,612	25,691,044	466,055,349	-	-	-	-	-	-	-	466,055,349	
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	21,841,938	13,708,157	357,933,223	-	-	-	-	-	-	-	357,933,223	
State Water Commission	270,967,976	44,928,872	21,249,909	-	-	-	-	337,146,758	-	-	-	-	-	-	-	337,146,758	
State of ND - Legacy Fund	-	-	105,992,160	129,134,268	134,294,754	66,078,817	-	435,500,000	-	-	-	-	-	-	-	435,500,000	
State of ND - SRF	-	-	1,272,652	8,316,726	9,745,091	13,930,939	6,240,753	39,506,161	-	-	-	-	-	-	-	39,506,161	
Cass County Joint Water Resource District	-	28,630,991	-	-	-	-	-	28,630,991	-	-	-	-	-	-	-	28,630,991	
WIFIA Loan Proceeds	-	-	-	-	-	-	184,106,487	184,106,487	-	-	-	-	-	-	-	184,106,487	
Other Agencies - Army Corp of Engineers	706,805	-	-	-	-	-	-	100,706,805	-	-	-	-	-	-	-	100,706,805	
City of Oxbow MOU Repayment	2,822,634	122,038	-	-	-	-	-	2,944,671	-	-	-	-	-	-	-	2,944,671	
Reimbursements	168,602	52,055	18,930	15,735	19,631	-	-	274,953	-	-	-	-	-	-	-	274,953	
Lease/Rental Payments	2,951,681	622,459	743,700	744,622	47,300	1,278,033	3,500	6,391,295	-	-	-	-	-	-	-	6,391,295	
Asset Sales	1,235,569	1,802,265	1,348,132	4,125,699	518,843	4,267,039	286,709	13,584,258	-	-	-	-	-	-	-	13,584,258	
Interest Income	4,790,772	1,011,554	1,377,312	7,208,616	11,822,032	12,130,316	6,966,597	45,307,198	-	-	21,525	21,525	-	-	-	45,328,723	
Miscellaneous	4,886	7,336	1,987	70,350	76,997	52,290	431,661	645,508	4,986,132	1,672,420	-	7,896,052	-	-	-	8,541,560	
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,071,198	162,250,984	337,434,908	2,018,733,657	4,986,132	1,672,420	1,259,025	7,917,577	-	-	-	2,026,651,234	
Expenditures																	
7905 Army Corp Payments	53,159,000	-	-	24,800	-	990,600	17,707,997	71,882,397	-	-	-	-	-	-	-	71,882,397	
7910 WIK - Administration	6,125,744	2,650,150	1,994,938	3,221,009	6,053,234	3,818,677	2,409,443	26,273,195	4,712,715	1,351,490	968,227	7,032,432	-	-	-	33,305,628	
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	5,542,984	4,542,595	59,878,311	-	-	-	-	-	-	-	59,878,311	
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	17,233,617	9,873,606	157,597,219	-	-	-	-	-	-	-	157,597,219	
7925 WIK - Recreation	278,223	-	-	-	-	-	-	278,223	-	-	-	-	-	-	-	278,223	
7930 LERRDS - North Dakota	275,657,728	42,321,398	53,946,968	73,284,991	51,715,442	25,310,044	18,970,739	541,207,311	-	-	-	-	-	-	-	541,207,311	
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	4,782,521	1,349,630	48,313,927	-	-	-	-	-	-	-	48,313,927	
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142	157,285	107,287	37,829,924	-	-	-	-	-	-	-	37,829,924	
7941 WIK Mitigation - Minnesota	-	112,271	357,080	933,799	586,522	3,999,095	2,310,495	8,299,262	-	-	-	-	-	-	-	8,299,262	
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	34,006,877	124,437,492	205,806,225	529,506,588	-	-	-	-	-	-	-	529,506,588	
7951 Construction - Minnesota	-	-	210,000	669,048	182,594	185,873	103	1,247,618	-	-	-	-	-	-	-	1,247,618	
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	102,939	9,143	37,188,467	-	-	-	-	-	-	-	37,188,467	
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	74,159	30,980	12,027,844	-	-	-	-	-	-	-	12,027,844	
7959 SRF Construction	-	-	5,936,985	7,781,266	16,519,945	7,832,812	2,060,843	40,131,852	-	-	-	-	-	-	-	40,131,852	
7980 Operations & Maintenance	190,811	2,971	138,066	83,898	85,983	90,619	-	592,348	-	-	-	-	-	-	-	592,348	
7990 Project Financing	48,092,864	14,236,187	9,053,457	9,422,840	12,415,903	15,031,779	10,219,553	118,472,582	-	-	-	-	-	-	-	118,472,582	
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7999 Non Federal Participating Costs	221,686	-	-	-	-	-	-	221,686	-	-	-	-	-	-	-	221,686	
Total Expenditures	646,077,564	142,065,337	113,527,239	139,347,823	164,941,656	209,590,496	275,398,638	1,690,948,753	4,712,715	1,351,490	968,227	7,032,432	-	-	-	1,697,981,185	
Other Financing Sources (Uses)																	
Transfers From Other Diversion Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transfers to Other Diversion Funds	-	659,566	1,250,000	1,395,000	1,650,000	1,650,000	1,237,500	7,842,066	-	-	-	-	-	-	-	7,842,066	
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	1,650,000	1,237,500	7,842,066	-	-	-	-	-	-	-	7,842,066	

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
September 30, 2026

	FM Diversion Project Fund	Budget Fund	Risk Sharing Fund	Grand Total
Assets				
Cash	\$ 270,285,001	\$ 885,145	\$ 10,000,000	\$ 281,170,146
Cash Horace 3.01 MIT	4,709,385	-		4,709,385
Cash BRRWD	9,571,401	-		9,571,401
Cash Held In Trust at BND				
Excess Revenue Fund	740,452	-	-	740,452
Temp Debt Obligation Fund	3,112,370	-	-	3,112,370
Authority Loan Fund	458,506	-		458,506
P3 Reserve Fund	16,692,486	-	-	16,692,486
SRF Loan Reserve Fund	2,364,023			2,364,023
WIFIA Loan Reserve Fund	1,073,371			1,073,371
Revenue Fund	3,923			3,923
Prepaid Expense	1,180,566	-	-	1,180,566
Refundable Deposit	51,000			51,000
Total assets	310,242,482	885,145	10,000,000	321,127,628
Liabilities				
Vouchers payable		-	-	-
Retainage payable	286,388	-	-	286,388
Rent Deposit	13,250	-	-	13,250
Total liabilities	299,638	-	-	299,638
NET POSITION	\$ 309,942,844	\$ 885,145	\$ 10,000,000	\$ 320,827,989

Month Reported	Cash
Jan-26	\$ 224,584,549
Feb-26	\$ 184,456,940
Mar-26	\$ 180,733,254
Apr-26	\$ 217,050,880
May-26	\$ 212,919,177
Jun-26	\$ 253,980,536
Jul-26	\$ 168,503,367
Aug-26	\$ 265,318,159
Sep-26	\$ 258,633,054
Oct-26	\$ 281,170,146
Nov-26	
Dec-26	

Summary Of Expenses
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Tuesday, October 13, 2026

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.11-00	10/1/2026	357224	Cass County Government	\$79,269.94	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salaries				\$79,269.94			
770-7910-429.20-01	10/1/2026	357224	Cass County Government	\$12,467.68	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$12,467.68			
770-7910-429.20-03	10/1/2026	357224	Cass County Government	\$200.00	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$200.00			
770-7910-429.20-06	10/1/2026	357224	Cass County Government	\$43.80	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Vision Insurance				\$43.80			
770-7910-429.21-01	10/1/2026	357224	Cass County Government	\$4,705.62	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Social Security				\$4,705.62			
770-7910-429.21-02	10/1/2026	357224	Cass County Government	\$1,100.52	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare				\$1,100.52			
770-7910-429.22-07	10/1/2026	357224	Cass County Government	\$10,399.29	SALARY AUGUST 2026	V00106	EXECUTIVE DIRECTOR
Pension Benefits / Retirement				\$10,399.29			
770-7910-429.34-15	9/17/2026	356874	Network Center Inc.	\$646.92	IT SERVICE AGREEMENT	V13801	IT SERVICE AGREEMENT
	9/24/2026	357020	CONSOLIDATED COMMUNI	\$512.50	ACCT 701-150-0113/0 CONSO	V00106	EXECUTIVE DIRECTOR
	9/24/2026	357115	Network Center Inc.	\$995.00	FLEXCARE SUPPORT 9.8.26	V13801	IT SERVICE AGREEMENT
Technical Services / Computer Services				\$2,154.42			
770-7910-429.53-20	10/1/2026	357224	Cass County Government	\$367.52	CELL PHONES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$367.52			
770-7910-429.56-60	10/1/2026	357224	Cass County Government	\$1,949.92	CELL PHONES	V00106	EXECUTIVE DIRECTOR
In State Travel / In State Travel Expenses				\$1,949.92			
770-7910-429.59-10	10/1/2026	357224	Cass County Government	\$6,565.00	2026 MEMBERSHIP ND WUA	V00106	EXECUTIVE DIRECTOR
Education / Dues & Membership Instate				\$6,565.00			
770-7910-429.61-10	10/1/2026	357224	Cass County Government	\$377.81	CELL PHONES	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$377.81			

Summary Of Expenses
EXP-2026-09

Tuesday, October 13, 2026

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770 Subtotal				\$119,601.52			
790-0000-206.10-00	9/24/2026	357153	Schmidt and Sons Inc.	\$13,241.88	Pay vendor retainage	V03822	TO20 - OIN 2014
Retainage				\$13,241.88			
790-7910-429.33-25	10/1/2026	357330	OHNSTAD TWICHELL PC	\$86,257.40	LEGAL SERVICES FM DIVERSI	V00102	General & Admin. WIK
Other Services / Legal Services				\$86,257.40			
790-7910-429.34-20	9/10/2026	356607	C THREE MEDIA, LLC	\$20,110.67	SERV AGREEMENT 2026-2027	V08601	VIDEOGRAPHY
	9/17/2026	356873	Neon Loon Communications, LL	\$12,050.00	#3 COMMUNICATIONS SUPPORT	V09601	COMMUNICATIONS SUPPORT
	10/1/2026	357218	C THREE MEDIA, LLC	\$12,698.15	PLAN & PRODUCTION P9 F-M	V08601	VIDEOGRAPHY
Technical Services / Marketing / Public Relat.				\$44,858.82			
790-7910-429.34-56	9/24/2026	EK09260	City of Fargo	\$18,547.00	FISCAL AGENT FEE - 09/26	V05902	MONTHLY FISCAL AGENT FEE
Technical Services / FMDA Fiscal Agent Fees				\$18,547.00			
790-7910-429.42-05	9/17/2026	356729	Ambassador, Inc.	\$925.00	CLEANING SRVS DA OFFICE	V10501	JANITORIAL SERVICES
Cleaning Services / Custodial Services				\$925.00			
790-7910-429.52-30	9/10/2026	356669	DAWSON INSURANCE AGEN	\$13,539.00	RENEWAL OF CL GEN LIA INS	V00102	General & Admin. WIK
Insurance / General Liability				\$13,539.00			
790-7915-429.33-05	9/3/2026	356432	Cass Rural Water	\$251.00	AE2S ENG FEE 4/11-5/15/26	V05005	CASS RURAL WATER US MOU
	9/3/2026	356432	Cass Rural Water	\$860.00	7/2 CASS RURAL WATER STAF	V05005	CASS RURAL WATER US MOU
	9/3/2026	356432	Cass Rural Water	\$442.00	AE2S ENG FEE 12/6-1/16/26	V05005	CASS RURAL WATER US MOU
	9/17/2026	356736	Beaver Creek Archaeology	\$1,530.00	#5 NORTH PLEASANT CEMETRY	V02601	CULTURAL INVESTIGATION
	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$406,178.33	SERVICES-REACH SE-1B	V01633	DESIGN & CONST. SUPPORT
	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$385,245.97	H&H SUPPORT 8.27.26	V01634	H&H MITIG. & PERMIT SUPPO
	10/1/2026	357207	Beaver Creek Archaeology	\$8,612.50	ARCHAEOLOGICAL MONITORING	V02601	CULTURAL INVESTIGATION
	10/1/2026	357228	MOORE ENGINEERING INC	\$1,580.50	FM DIVERSION-DESIGN COORD	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$804,700.30			
790-7915-429.38-99	9/14/2026	1233	UNITED STATES GEOLOGIC	\$34,760.00	USGS - RMS	V02204	HICKSON GAGING STATION
	10/14/2026	1234	UNITED STATES GEOLOGIC	\$24,999.00	USGS - RMS	V02203	WATER QUALITY MONITORING
Other Services / Other Services				\$59,759.00			

Summary Of Expenses
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Tuesday, October 13, 2026

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-05	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$44,717.86	SERVICES-REACH SE-1B	V01633	DESIGN & CONST. SUPPORT
	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$68,230.46	H&H SUPPORT 8.27.26	V01634	H&H MITIG. & PERMIT SUPPO
Other Services / Engineering Services				\$112,948.32			
790-7920-429.33-79	9/17/2026	356760	CH2M Hill Engineers Inc	\$567,829.65	#5 PRGM MGMT SERVICES	V00211	CH2M HILL-6/2019-12/2021
	9/17/2026	356760	CH2M Hill Engineers Inc	\$675,433.64	#6 P3 SUPPORT SERVICE	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$1,243,263.29			
790-7930-429.33-05	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$136,560.07	SERVICES-REACH SE-1B	V01633	DESIGN & CONST. SUPPORT
	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$505.50	H&H SUPPORT 8.27.26	V01634	H&H MITIG. & PERMIT SUPPO
	9/24/2026	356980	ADVANCED ENGINEERING I	\$116,559.75	TASKS 1-4 TASK 95 DIVERSI	V00303	TO 02 - CONSULTING SERVICES
	9/24/2026	357017	MOORE ENGINEERING INC	\$66,992.10	DESIGN, RELOCATION, PERMI	V10601	CITY OF CHRISTINE MOU
	10/1/2026	357228	HDR Engineering, Inc.	\$3,607.06	TASK ORDER 3	V01201	Cass Joint Water OHB
	10/1/2026	357228	Prosource Technologies, Inc	\$2,028.81	COMDEMNATION OF ROW SRVS	V01201	Cass Joint Water OHB
	10/1/2026	357228	SRF Consulting Group	\$22,799.28	TASK ORDER 2	V01201	Cass Joint Water OHB
Other Services / Engineering Services				\$349,052.57			

Summary Of Expenses
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Tuesday, October 13, 2026

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-25	9/24/2026	357017	Swanson & Warcup	\$770.00	REQ # 26 SWANSON/WARCUP	V10601	CITY OF CHRISTINE MOU
	10/1/2026	357228	Larkin Hoffman Attorneys	\$920.00	ISRAELSON FLOWAGE EASEMEN	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$10,902.00	THE QUINLAND FARGM OIN 20	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$5,800.00	RICHLAND/CASS COS/APPLICA	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$960.00	PATRICK & LORI ANDERSON	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$360.00	OSLON FLOWAGE EASEMENT AC	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$120.00	NESS FAMILY TRUST FLOWAGE	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$1,520.00	JOHNSON, FLOWAGE EASEMENT	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$160.00	HAYES	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$1,080.00	DALL ISRAELSON	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$440.00	ALLAN & MARY SWENSON	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$1,360.00	NELSON TRUSTS FLOWAGE EAS	V01201	Cass Joint Water OHB
	10/1/2026	357228	Larkin Hoffman Attorneys	\$520.00	MICHAEL & DARLA RUFER	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$38,840.50	STUART BOYER OIN 1967	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$3,565.50	HERTSGAARD FAMILY LLLP OI	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$468.00	ISRAELSON OIN 8783 ED ACT	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$1,000.50	LARRY JOHNSON OIN 1471,14	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$293.03	LUECKE, JOHN ED OIN	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$483.00	HEESCH, RONAL OIN 1411,18	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$897.00	RUPP, TYLER OIN 9231,9232	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$897.00	LEIF OLSON OIN 7110	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$966.00	TURNER, SCOTT OIN 5028	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$14,964.58	UPSTREAM MITIGATION AREA	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$1,276.50	RUFER, DARLA OIN 1328,124	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$69.00	EVERT OIN 1985, 1991	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$6,587.50	DIVERSION ROW ACQUISITION	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$918.00	DIVERSION AUTH AGMT-DRAIN	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$97.00	COSSETTE L. W. OIN 1946	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$1,041.50	COSE EMINENT DOMAIN ACTIO	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$816.00	CHANNEL PHASE II	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$6,555.00	CARLSON AARON OIN 2040,21	V01201	Cass Joint Water OHB

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-25	10/1/2026	357228	OHNSTAD TWICHELL PC	\$828.00	BRAKKE OIN 1920, 1933, 19	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$688.50	BASIN PROJECT 2009-DIVERS	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$2,407.48	AALAND LAW OPEN RECORDS R	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$2,203.00	2023 CONSOLIDATED ED ACTN	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$931.50	PARTRICK OIN 1402,1477 ED	V01201	Cass Joint Water OHB
	10/1/2026	357228	OHNSTAD TWICHELL PC	\$931.50	GRANHOLT OIN 1329 ED ACTI	V01201	Cass Joint Water OHB
Other Services / Legal Services				\$112,637.59			
790-7930-429.33-32	9/24/2026	357017	CROWN APPRAISALS	\$30,000.00	REQ #26 CROWN APPRAISALS	V10601	CITY OF CHRISTINE MOU
	10/1/2026	357228	CROWN APPRAISALS	\$11,500.00	TASK ORDER 7 AMENDMENT 3	V01201	Cass Joint Water OHB
	10/1/2026	357228	Patchin Messner Valuation Coun	\$5,000.00	TASK ORDER 7 AMENDMENT 1	V01201	Cass Joint Water OHB
Other Services / Appraisal Services				\$46,500.00			
790-7930-429.33-47	9/24/2026	357160	Jodi Smith	\$3,120.00	AUG MFDA CONSULT 24 HRS	V13701	LAND ACQUISITION CONSULTIN
Other Services / Consulting Services				\$3,120.00			
790-7930-429.33-79	9/17/2026	356760	CH2M Hill Engineers Inc	\$7,525.12	#4 PROP ACQ MGMT SERVICE	V00210	CH2M HILL-LAND ACQUISITON
	9/17/2026	356760	CH2M Hill Engineers Inc	\$90,900.92	#6 P3 SUPPORT SERVICE	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$98,426.04			

Summary Of Expenses
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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.38-95	10/1/2026	357290	JT LAWN SERVICE LLC	\$1,625.00	WEED CNTRL 5057 171 AVE S	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$1,775.00	WEED CNTRL 13689 3RD ST S	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$6,466.00	WEED CNTRL 16678 3RD ST S	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$8,894.00	WEED CNTRL 169TH AVE SE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$1,578.00	WEED CNTRL 170 AVE SE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$1,208.00	WEED CNTRL 17166 49 ST SE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$3,087.00	WEED CNTRL 174 1/2 AVE SE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$2,822.00	WEED CNTRL 17456 49 ST SE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$2,117.00	WEED CNTRL 205 MAIN ST	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$876.00	WEED CNTRL 311 LIBERTY LN	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$7,910.00	WEED CNTRL 317 MAIN AVE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$5,953.00	WEED CNTRL 5070 CNTY RD	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$1,911.00	WEED CNTRL 9822 ROBIN RD	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$980.00	WEED CONTR 5067 171ST AVE	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$101.70	WEED CONTROL 10664 57TH S	V10401	MOWING/WEED CONTROL MGM
	10/1/2026	357290	JT LAWN SERVICE LLC	\$745.00	WEED CNTRL 5021 171ST AVE	V10401	MOWING/WEED CONTROL MGM
Other Services / Mowing Services				\$48,048.70			
790-7930-429.52-10	10/1/2026	357228	DAWSON INSURANCE AGEN	\$1,170.13	INSURANCE RENEWAL FLOOD D	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357353	DAWSON INSURANCE AGEN	\$53,863.16	CASS WRD31 MARSH MCLENNAN	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$55,033.29			
790-7930-429.52-70	9/10/2026	356711	Watts and Associates, Inc.	\$19,441.68	PRODUCT DEVELOPMENT SERV	V06901	CROP INSURANCE DEVELOPMN
Insurance / Crop Insurance				\$19,441.68			
790-7930-429.61-50	9/24/2026	357010	American Mail House Inc	\$1,895.30	MAILING AUG 26 WARREN SUB	V00105	General & Admin CONSTRCTN
General Supplies / Postage				\$1,895.30			
790-7930-429.62-51	9/24/2026	357008	Cass County Electric Cooperativ	\$399.00	ACCT 1184422 7.31-8.31	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$399.00			
790-7930-429.67-11	10/1/2026	357228	1885 - DUCHSCHERER	\$10,953.16	RESIDENTIAL MOVE REIMB	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	9416 - DUCHSCHERER	\$10,953.17	RESIDENTIAL MOVE REIMB	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$21,906.33			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.67-12	10/1/2026	357228	1885 - DUCHSCHERER	\$13,300.00	BUSINESS RELOCATION REIMB	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	9416 - DUCHSCHERER	\$13,300.00	BUSINESS RELOCATION REIMB	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$26,600.00			
790-7930-429.71-31	10/1/2026	357228	1920 - BRAKKE 3	\$398,937.67	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	1933 - BRAKKE 4	\$398,937.67	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	1934 - BRAKKE 4	\$398,937.67	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	1938 - BRAKKE 5	\$398,937.67	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	1977 - BRAKKE 5	\$398,937.66	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	1978 - BRAKKE 6	\$398,937.66	BUYERS SETTLEMENT STATMNT	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	5020 - DORA HAYES ETAL	\$374,790.00	BUYERS SETTLEMENT STATEME	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	5021 - DORA HAYES	\$374,790.00	BUYERS SETTLEMENT STATEME	V01701	ND LAND PURCH-OUT OF TOWN
	10/1/2026	357228	5022 - DORA HALLINGBY HA	\$374,790.00	BUYERS SETTLEMENT STATEME	V01701	ND LAND PURCH-OUT OF TOWN
Land / Easements				\$3,517,996.00			
790-7930-429.73-20	9/24/2026	357153	Schmidt and Sons Inc.	\$44,798.63	WP38C PROP MIT TO 20 OIN	V03822	TO20 - OIN 2014
Infrastructure / Site Improvements				\$44,798.63			
790-7931-429.33-05	9/3/2026	356440	Prosource Technologies, Inc	\$2,617.68	#2 MCCJPA CONDEMNATION RO	V06201	MCCJPA - MN ROE
	9/3/2026	356440	SRF Consulting Group	\$10,376.55	SRF TO #2 MCCJPA	V06201	MCCJPA - MN ROE
	10/1/2026	357236	Prosource Technologies, Inc	\$57.00	PROPERTY & RELOCATION SER	V06201	MCCJPA - MN ROE
	10/1/2026	357236	SRF Consulting Group	\$1,986.00	PROPERTY & RELOCATION SER	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$15,037.23			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.33-25	9/3/2026	356440	Larkin Hoffman Attorneys	\$280.00	LEGAL SERVICES 7.10.2026	V06201	MCCJPA - MN ROE
	9/3/2026	356440	OHNSTAD TWICHELL PC	\$85.60	ATTEND MCCJPA MEETING	V06201	MCCJPA - MN ROE
	9/3/2026	356440	OHNSTAD TWICHELL PC	\$3,592.50	LEGAL FEES MH-CLAY C JPA	V06201	MCCJPA - MN ROE
	9/3/2026	356440	OHNSTAD TWICHELL PC	\$4,954.98	LEGAL SERVICES MCC JPA	V06201	MCCJPA - MN ROE
	9/3/2026	356440	OHNSTAD TWICHELL PC	\$1,440.00	LEGAL SERVICES OHNSTAD	V06201	MCCJPA - MN ROE
	9/3/2026	356440	OHNSTAD TWICHELL PC	\$9,380.00	LEGAL SERVICES ONSTAD	V06201	MCCJPA - MN ROE
	10/1/2026	357236	Larkin Hoffman Attorneys	\$360.00	PROF SVC THRU 7/31/26	V06201	MCCJPA - MN ROE
	10/1/2026	357236	OHNSTAD TWICHELL PC	\$5,565.50	UPSTREAM MITIGATION	V06201	MCCJPA - MN ROE
	10/1/2026	357236	OHNSTAD TWICHELL PC	\$928.60	GENERAL LEGAL SERVICES	V06201	MCCJPA - MN ROE
	10/1/2026	357236	OHNSTAD TWICHELL PC	\$2,237.00	EMINENT DOMAIN WILKIN	V06201	MCCJPA - MN ROE
	10/1/2026	357236	OHNSTAD TWICHELL PC	\$2,407.48	AALAND LAW DATA PRACTICES	V06201	MCCJPA - MN ROE
	10/1/2026	357236	OHNSTAD TWICHELL PC	\$168.00	EMINENT DOMAIN CLAY	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$31,399.66			
790-7931-429.33-32	9/3/2026	356440	CROWN APPRAISALS	\$24,000.00	FM DIVERSION PROJECT OIN	V06201	MCCJPA - MN ROE
Other Services / Appraisal Services				\$24,000.00			
790-7931-429.52-10	9/3/2026	356440	DAWSON INSURANCE AGEN	\$2,020.61	INSRNC SERVICE 9.8.26-27	V02301	MN LAND PURCHASES
	10/1/2026	357236	DAWSON INSURANCE AGEN	\$5,331.29	GENERAL LIABILITY INS	V02301	MN LAND PURCHASES
Insurance / Property Insurance				\$7,351.90			
790-7931-429.54-10	9/3/2026	356440	Clay County Union	\$36.00	6/8 3" LEGAL AD PUB HEAR	V06201	MCCJPA - MN ROE
	10/1/2026	357236	Clay County Union	\$24.00	JOINT POWERS MEETING	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$60.00			
790-7931-429.62-51	9/3/2026	356440	RED RIVER VALLEY COOPE	\$67.42	ELECTRICAL SERVICES	V02301	MN LAND PURCHASES
	9/3/2026	356440	RED RIVER VALLEY COOPE	\$82.41	ELECTRIC SERVICES 7.21.26	V02301	MN LAND PURCHASES
	10/1/2026	357236	RED RIVER VALLEY COOPE	\$63.27	SVC 16593 3RD ST S	V02301	MN LAND PURCHASES
	10/1/2026	357236	RED RIVER VALLEY COOPE	\$82.41	SVC 16587 3RD ST S	V02301	MN LAND PURCHASES
Energy / Electricity				\$295.51			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7931-429.71-30	9/3/2026	356440	1879N - MOORHEAD CLAY C	(\$500.00)	RECLASS RENTAL REVENUE	V02301	MN LAND PURCHASES
	10/1/2026	357236	1879N - MOORHEAD CLAY C	(\$500.00)	LAND RENT 3348 180 AVE S	V02301	MN LAND PURCHASES
	9/29/2026	EK09260	1879N - MOORHEAD CLAY C	\$500.00	RECLASS MCCJPA RENT PROC	V02301	MN LAND PURCHASES
Land / Land Purchases				(\$500.00)			
790-7931-429.71-31	9/3/2026	356440	1256 - NESS 2	(\$7,193.95)	INTEREST - NESS ESCROW	V02301	MN LAND PURCHASES
	9/3/2026	356440	8793 - WOLVERTON/CITY OF	\$3,301.00	FLOWAGE ESTIMATE 7.24.26	V02301	MN LAND PURCHASES
Land / Easements				(\$3,892.95)			
790-7931-429.73-20	9/24/2026	357153	Schmidt and Sons Inc.	\$212,537.50	WP38C PROP MIT TO #58	V03836	TO58-WP38C OIN 1794 & 1795
	9/24/2026	357165	TF Powers Construction Co.	\$71,240.00	F-M FLOOD DIVERSION WORK	V14601	TO42-WP38C-OIN 1305
Infrastructure / Site Improvements				\$283,777.50			
790-7940-429.33-06	9/10/2026	356603	BRAUN INTERTEC CORP	\$3,118.75	PROF SERV 7/01-7/31/2026	V00407	TASK ORDER #5
	9/10/2026	356603	BRAUN INTERTEC CORP	\$8,500.25	PROF SERV THRU 7/31/2026	V00408	TO06-SHEYENNE RIVER MIT
	9/17/2026	356746	BRAUN INTERTEC CORP	\$10,368.00	BRAUN TESTING WP43/WP28	V00402	TESTING - WP-43 & WP-28A
Other Services / Quality Testing				\$21,987.00			
790-7940-429.34-50	10/7/2026	RS09260	City of Horace	\$29.70	SEPT 26 DIV/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$29.70			
790-7941-429.33-05	10/1/2026	357234	MOORE ENGINEERING INC	\$9,429.50	DIVERSION FEES FM AREA	V10102	LAGOON
	10/1/2026	357234	MOORE ENGINEERING INC	\$9,329.30	DESIGN FUNDING ADMIN FM D	V10102	LAGOON
Other Services / Engineering Services				\$18,758.80			
790-7941-429.33-25	10/1/2026	357234	Pemberton Law PLLP	\$1,434.00	OWNER'S POLICY AND EXAMS	V10102	LAGOON
Other Services / Legal Services				\$1,434.00			
790-7941-429.34-50	10/7/2026	RS09260	BUFFALO-RED RIVER WATE	\$43.15	SEPT 26 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
Technical Services / Investment Management Svc				\$43.15			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.33-05	9/3/2026	356514	MOORE ENGINEERING INC	\$45,403.36	TIME FOR CONSTR SERV 8.6	V08801	RUSH RIVER-DRAIN EXPENSE
	9/3/2026	356523	MOORE ENGINEERING INC	\$2,610.75	320: FNL DESIGN 23428 8.6	V12201	SE CASS WRD MOU
	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$50,792.34	SERVICES-REACH SE-1B	V01633	DESIGN & CONST. SUPPORT
	10/1/2026	357308	MOORE ENGINEERING INC	\$3,355.00	MRWRD REQUEST #27	V08901	MAPLE RIVER-DRAIN EXPENSE
	10/1/2026	357347	MOORE ENGINEERING INC	\$17,275.95	#39 MEI INV FM DIVERSION	V08801	RUSH RIVER-DRAIN EXPENSE
	10/1/2026	357353	MOORE ENGINEERING INC	\$1,209.25	CASS WRD31 MEI 7/26-8/22	V12201	SE CASS WRD MOU
Other Services / Engineering Services				\$120,646.65			
790-7950-429.33-06	9/10/2026	356603	BRAUN INTERTEC CORP	\$7,651.50	TESTING NUSTAR PIPELINE	V00404	TESTING - NUSTAR PIPELINE
	9/17/2026	356746	BRAUN INTERTEC CORP	\$87,422.25	#4 P3 OBSERVATION & TESTI	V00406	TASK ORDER #4
Other Services / Quality Testing				\$95,073.75			
790-7950-429.33-25	9/3/2026	356523	OHNSTAD TWICHELL PC	\$255.00	REVISED CONSTR CONTR 7.21	V12201	SE CASS WRD MOU
	10/1/2026	357308	OHNSTAD TWICHELL PC	\$3,793.50	MRWRD REQUEST #27	V08901	MAPLE RIVER-DRAIN EXPENSE
	9/24/2026	EK09260	Serkland Law Firm	\$7,810.20	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
Other Services / Legal Services				\$11,858.70			
790-7950-429.38-99	9/3/2026	356506	Pleasant Township	\$16,353.98	SERVICE PLEASANT TWN 7.22	V06801	PLEASANT TOWNSHIP MOU
	9/10/2026	356690	Red River Valley Alliance LLC	\$407,853.06	REFND ASN WAPA RELOCATION	V00105	General & Admin CONSTRCTN
	9/24/2026	EK09260	City of Fargo	\$9,000.00	JP MORGAN CHASE BANK	V05417	FLOOD ADMINISTRATION
	9/24/2026	EK09260	XCEL ENERGY-FARGO	\$4,398.95	XCEL ENERGY	V05405	LEVEE/FLOODWALL - BELMONT
Other Services / Other Services				\$437,605.99			
790-7950-429.41-05	9/3/2026	356432	Cass Rural Water	\$30.05	SERVICE DIVERSION INLET	V05006	DIVERSION INLET UTILITY
Utility Services / Water and Sewer				\$30.05			
790-7950-429.71-31	10/1/2026	357308	ALAN LIBBRECHT	\$6,570.00	REQUEST #27 LIBBRECHT ACC	V08901	MAPLE RIVER-DRAIN EXPENSE
Land / Easements				\$6,570.00			
790-7950-429.73-20	9/24/2026	357148	DIRT DYNAMICS	\$741,509.00	RRWRD REQ38 DRAIN 12	V08801	RUSH RIVER-DRAIN EXPENSE
	9/24/2026	357174	Tunheim Construction, LLC	\$57,494.90	WP38E WIRELESS RING LEVEE	V16101	AP WIRELESS RING LEVEE
Infrastructure / Site Improvements				\$799,003.90			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-52	9/10/2026	356655	INDUSTRIAL BUILDERS INC	\$21,996.70	CEMETERY FLOOD PROTECTION	V06015	WP52D-EAGLE CEMETERY FLO
	9/17/2026	356778	DIRT DYNAMICS	\$199,866.00	WP52E CLARA CEMETERY FLOO	V15701	CLARA CEMETERY FLD PROTEC
	9/15/2026	EK09260	Red River Valley Alliance LLC	\$6,905,474.40	RECORD WIRE MILESTONE PMT	V11402	MILESTONE PAYMENTS
	9/17/2026	EK09260	Red River Valley Alliance LLC	\$153,092.93	RECORD WIRE PAYMENT P3	V11401	P3 DEVELOPER PAYMENTS
Infrastructure / Flood Control				\$7,280,430.03			
790-7950-429.73-70	9/24/2026	357016	CENTURYLINK COMMUNIC	\$15,233.13	#10 CR 81 RELOCATION	V04813	TO10-CTY RD 81 RELOCATION
	10/1/2026	357222	Cass County Electric Cooperativ	\$14,109.03	DIVERSION LABOR 7.22.2026	V04730	TO28-OXBOW SOUTH-LN RETIR
Infrastructure / Utilities				\$29,342.16			
790-7955-429.33-05	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$5,100.00	IN TOWN LEVEES WP-42	V02827	IN TOWN LEVY MAINTENANCE
Other Services / Engineering Services				\$5,100.00			
790-7990-429.33-05	9/17/2026	356822	HOUSTON-MOORE GROUP L	\$20,192.66	SERVICES-REACH SE-1B	V01633	DESIGN & CONST. SUPPORT
Other Services / Engineering Services				\$20,192.66			
790-7990-429.33-25	9/17/2026	356917	Swanson & Warcup	\$315.00	METRO FLOOD 8.31.2026	V14501	LEGAL SERVICES
	10/1/2026	357330	OHNSTAD TWICHELL PC	\$59,267.80	ONSTRAD TWICHELL SERVICES	V00102	General & Admin. WIK
Other Services / Legal Services				\$59,582.80			
790-7990-429.33-47	9/24/2026	357134	Program Advisor Services, LLC	\$29,256.00	CONSULTING, STRATEGY,FUND	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$29,256.00			
790-7990-429.34-57	9/29/2026	23279	BANK OF NORTH DAKOTA	\$18,547.00	BND TRUSTEE FEE 09/2026	V08502	MONTHLY TRUSTEE FEE
Technical Services / FMDA Trustee Fees BND				\$18,547.00			
790-7998-555.90-81	9/24/2026	EK09260	Diversion Admin Budget Transfe	\$0.00	ANNUAL ADMIN BDGT TRF-SEP	VADMIN	Diversion Administration
FMDA Admin. Budget Fund				\$0.00			
790 Subtotal				\$16,056,916.33			

Total Amount Invoiced this period:	\$16,176,517.85	
	\$13,241.88	Less Paid Retainage
	\$16,163,275.97	Total Less Paid Retainage

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	\$457,298,067.73	\$457,298,067.73	\$0.00	Land Purchase
RED RIVER VALLEY ALLIANCE LLC	\$337,501,050.45	\$337,501,050.45	\$0.00	P3 Developer payments
CH2M HILL ENGINEERS INC	\$173,501,045.01	\$155,416,450.38	\$18,084,594.63	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$105,216,613.06	\$93,711,450.36	\$11,505,162.70	Engineering Services
ARMY CORP OF ENGINEERS	\$71,882,397.00	\$71,882,397.00	\$0.00	Local Share
INDUSTRIAL BUILDERS INC	\$68,344,501.46	\$68,182,051.46	\$162,450.00	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
NORTH DAKOTA PUBLIC FINANCE AUTHORIT	\$55,939,800.00	\$55,939,800.00	\$0.00	Debt Service
KEY CONTRACTING INC	\$43,014,660.87	\$43,014,660.87	\$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	\$31,545,366.01	\$31,545,366.01	\$0.00	Legal Services
MEYER CONTRACTING	\$19,244,280.80	\$19,244,280.80	\$0.00	WP-43CD and Gatewell - PVD & Surcharge Installation
ADVANCED ENGINEERING INC	\$18,590,861.61	\$16,309,327.69	\$2,281,533.92	Lands Management and Public Outreach
INDUSTRIAL CONTRACT SERVICES INC	\$18,419,743.64	\$18,419,743.64	\$0.00	4th St Pump Station and 2nd Street Floodwall
CASS COUNTY JOINT WATER RESOURCE DI	\$15,126,609.47	\$15,126,609.47	\$0.00	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
DORSEY & WHITNEY LLP	\$14,025,894.82	\$14,025,894.82	\$0.00	Legal Services
WELLS FARGO	\$11,607,080.05	\$11,607,080.05	\$0.00	Debt Service
DAKOTA UNDERGROUND	\$11,141,625.69	\$11,141,625.69	\$0.00	Utility Relocation
LANDSCAPES UNLIMITED	\$11,007,612.78	\$11,007,612.78	\$0.00	Golf Course Construction - Oxbow Country Club
MOORE ENGINEERING INC	\$10,542,611.69	\$8,949,804.21	\$1,592,807.48	Engineering Services
CITY OF FARGO	\$10,001,054.36	\$9,995,415.61	\$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
OKEEFE, OBRIAN, LYSON & FOSS LTD	\$9,962,512.68	\$9,962,512.68	\$0.00	FLDBUY - COF Flood Home Buyouts
RJ ZAVORAL & SONS INC.	\$8,733,300.18	\$1,496,372.59	\$7,236,927.59	Raymond Township Mobility Improvements
HOUSTON ENGINEERING INC	\$8,397,227.62	\$8,397,227.62	\$0.00	Engineering Services
SCHMIDT AND SONS INC.	\$8,313,591.86	\$7,552,143.54	\$761,448.32	Residential Demolition in Oxbow
CASS COUNTY GOVERNMENT	\$7,747,071.25	\$7,747,071.25	\$0.00	Gravel on County Rd 17 Bypass
CASS RURAL WATER	\$7,529,191.00	\$7,468,233.73	\$60,957.27	Utilities and Utility Relocation
CASS COUNTY ELECTRIC COOPERATIVE	\$6,785,586.78	\$5,324,489.01	\$1,461,097.77	Electrical Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MINNKOTA POWER COOPERATIVE	\$6,377,657.43	\$5,787,498.93	\$590,158.50	Utility Relocation
ASHURST LLP	\$6,352,853.01	\$6,352,853.01	\$0.00	PPP Legal Counsel
SRF CONSULTING GROUP	\$6,341,707.43	\$4,263,724.11	\$2,077,983.32	Engineering Services
BRAUN INTERTEC CORP	\$5,871,066.41	\$5,061,867.81	\$809,198.60	Materials Testing
NUSTAR PIPELINE OPERATING PARTNERSHIP	\$5,867,251.62	\$5,867,251.62	\$0.00	Utility Relocation
ERNST & YOUNG	\$5,377,000.00	\$5,179,668.60	\$197,331.40	P3 Financial Advisory Services
CLAY COUNTY AUDITOR	\$5,086,907.66	\$5,086,907.66	\$0.00	Property Taxes - MN
AON RISK SERVICES CENTRAL INC	\$4,598,199.57	\$4,519,263.07	\$78,936.50	Risk Advisory Services P3 Pre-Award
SELLIN BROS INC	\$4,487,126.94	\$4,487,126.94	\$0.00	Riverwood Flood Risk Project - Construction
XCEL ENERGY-FARGO	\$4,060,315.06	\$3,741,463.12	\$318,851.94	Utility Relocation
PROSOURCE TECHNOLOGIES, INC	\$3,873,908.66	\$3,718,214.54	\$155,694.12	Land Acquisition Services
CENTURYLINK COMMUNICATIONS	\$3,733,996.08	\$3,725,484.81	\$8,511.27	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
CROWN APPRAISALS	\$3,497,230.00	\$3,224,950.40	\$272,279.60	Flowage Easements Valuation and Appraisal Services
PROGRAM ADVISOR SERVICES, LLC	\$3,409,228.39	\$3,229,757.20	\$179,471.19	Program Consulting 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	\$2,648,386.93	\$112,310.00	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
HDR ENGINEERING, INC.	\$2,738,397.04	\$2,325,907.91	\$412,489.13	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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
DIRT DYNAMICS	\$2,233,155.37	\$1,608,462.37	\$624,693.00	HD18A1 - Oakcreek, Copperfield & Univerisy - Demo
BANK OF NORTH DAKOTA	\$2,200,066.32	\$2,200,066.32	\$0.00	Legal review fees
ACONEX (NORTH AMERICA) INC	\$2,194,655.43	\$2,194,242.93	\$412.50	Electronic Data Mgmt and Record Storage System
MINNESOTA NATIVE LANDSCAPES	\$1,865,706.20	\$0.00	\$1,865,706.20	Sheyenne River Benching
URS CORPORATION	\$1,805,670.90	\$1,805,670.90	\$0.00	Cultural Resources Investigations
LINNCO, INC.	\$1,793,193.27	\$1,067,128.11	\$726,065.16	House Demo and Removal
AECOM	\$1,692,603.43	\$1,583,841.91	\$108,761.52	Cultural Resources Investigations
BORDER STATES PAVING, INC	\$1,681,811.69	\$762,980.64	\$918,831.05	Street repairs
LARKIN HOFFMAN ATTORNEYS	\$1,669,332.57	\$1,669,332.57	\$0.00	Legal Services
CASS COUNTY TREASURER	\$1,664,277.58	\$1,664,277.58	\$0.00	Property Taxes
CC STEEL, LLC	\$1,652,167.01	\$1,652,167.01	\$0.00	Lift Station Improvements
REINER CONTRACTING INC	\$1,599,646.21	\$1,599,646.21	\$0.00	El Zagal Flood Risk Management
ULTEIG ENGINEERS INC	\$1,540,037.09	\$1,495,415.09	\$44,622.00	Land Acquisition Services
WAGNER CONSTRUCTION INC.	\$1,417,840.62	\$1,417,840.62	\$0.00	Utility Relocation
UNITED STATES GEOLOGICAL SURVEY	\$1,378,600.00	\$1,209,411.73	\$169,188.27	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	\$1,096,170.59	\$1,096,170.59	\$0.00	Utility Relocation
CITY OF HORACE	\$1,080,395.67	\$1,080,395.67	\$0.00	Infrastructure Fund
JT LAWN SERVICE LLC	\$1,063,876.10	\$825,021.20	\$238,854.90	Mowing and weed control
KPH, INC.	\$1,025,640.12	\$1,025,640.12	\$0.00	WP-43D5 Construction
CLERK OF DISTRICT COURT	\$939,044.32	\$939,044.32	\$0.00	FLDBUY - COF Flood Home Buyouts
TERRACON CONSULTING ENGINEERS	\$890,924.41	\$890,924.41	\$0.00	Materials Testing
SBA COMMUNICATIONS	\$851,648.91	\$851,648.91	\$0.00	Utility Relocation
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
C THREE MEDIA, LLC	\$810,796.15	\$728,735.73	\$82,060.42	Videography Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
NEON LOON COMMUNICATIONS, LLC	\$805,681.47	\$692,796.67	\$112,884.80	Communications Support
APEX ENGINEERING GROUP INC	\$765,500.52	\$765,500.52	\$0.00	Engineering
RED RIVER VALLEY COOPERATIVE ASSOC	\$761,095.10	\$693,555.10	\$67,540.00	Electricity - Home Buyouts
DAKOTA CARRIER NETWORK	\$752,723.58	\$727,348.58	\$25,375.00	Utility Relocation
WATTS AND ASSOCIATES, INC.	\$722,307.44	\$630,100.13	\$92,207.31	Crop insurance product development services
FM ELECTRIC INC.	\$722,273.00	\$0.00	\$722,273.00	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	\$710,970.25	\$422,648.70	\$288,321.55	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$686,572.23	\$686,572.23	\$0.00	Legal Services
NORTHERN IMPROVEMENT COMPANY	\$682,385.59	\$682,385.59	\$0.00	CR-17 asphalt paving
PATCHIN MESSNER VALUATION COUNSELORS	\$675,462.50	\$544,383.75	\$131,078.75	Property Appraisal Services
COMPASS LAND CONSULTANTS, INC	\$643,189.43	\$643,189.43	\$0.00	Property Appraisal Services
BUFFALO-RED RIVER WATERSHED DISTRICT	\$639,889.39	\$639,889.39	\$0.00	Retention Projects - Engineering Services
PCIROADS LLC	\$639,671.85	\$412,476.36	\$227,195.49	I-29 Crack Repairs
METROPOLITAN COUNCIL OF GOVERNMENTS	\$637,390.01	\$637,390.01	\$0.00	Digital Aerial Photography
NDSU BUSINESS OFFICE-BOX 6050	\$606,145.00	\$606,145.00	\$0.00	Ag Risk Study Services
LTP ENTERPRISES INC.	\$605,472.00	\$605,472.00	\$0.00	Test Holes and Test Well Drilling
DUCKS UNLIMITED	\$587,180.00	\$587,180.00	\$0.00	Wetland Mitigation Credits
AT&T	\$586,269.60	\$586,269.60	\$0.00	Utility Relocation
MIDCONTINENT COMMUNICATIONS	\$574,957.29	\$574,957.29	\$0.00	Utility Relocation
RED RIVER BASIN COMMISSION	\$501,000.00	\$501,000.00	\$0.00	Retention Projects - Engineering Services
DAWSON INSURANCE AGENCY	\$499,135.85	\$499,135.85	\$0.00	Property Insurance - Home Buyouts
HOFFMAN & MCNAMARA CO.	\$491,334.67	\$491,334.67	\$0.00	General Landscaping and Planting (WP-42G)
RICK ELECTRIC INC	\$455,200.00	\$455,200.00	\$0.00	Riverwood Flood Risk Project - Electrical
TINJUM APPRAISAL COMPANY, INC.	\$443,600.00	\$259,600.00	\$184,000.00	Property Appraisal Services
ROBERT TRENT JONES	\$440,431.73	\$440,431.73	\$0.00	Oxbow MOU - Golf Course Consulting Agreement
MOODYS INVESTORS SERVICE, INC.	\$382,375.00	\$382,375.00	\$0.00	WIFIA loan fees
COMSTOCK CONSTRUCTION	\$381,057.70	\$92,751.10	\$288,306.60	Maple River Benching Project

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
MBA	\$380,636.36	\$380,636.36	\$0.00	Golf course and pump house - Oxbow Country Club
MVM CONTRACTING	\$339,448.03	\$339,448.03	\$0.00	Fiber Relocation
SWANSON HEALTH PRODUCTS, INC.	\$337,059.00	\$337,059.00	\$0.00	FM1471 - Storm Lift Stations #55 and #56 - Drain 27
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
PLEASANT TOWNSHIP	\$311,625.84	\$311,625.84	\$0.00	Building Permit Application
FEDERAL STEEL SUPPLY, INC.	\$307,378.00	\$307,378.00	\$0.00	OHB - 42 inch steel pipe
STEFFL DRILLING & PUMP INC.	\$299,550.00	\$299,550.00	\$0.00	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 FERCHÉ INC.	\$277,004.58	\$277,004.58	\$0.00	Water System Improvements
LYLE WILKENS INC.	\$273,550.00	\$273,550.00	\$0.00	Property Structure Mitigation
702 COMMUNICATIONS	\$266,892.07	\$266,892.07	\$0.00	Utility Relocation
RED RIVER COMMUNICATIONS	\$260,732.42	\$181,365.42	\$79,367.00	Fiber Relocation
INTEGRA REALTY RESOURCES	\$260,725.00	\$260,725.00	\$0.00	Property Appraisal Services
MLGC	\$255,160.03	\$255,160.03	\$0.00	Utility Relocation
SERKLAND LAW FIRM	\$250,063.41	\$250,063.41	\$0.00	Legal services
FORUM COMMUNICATIONS	\$250,021.98	\$250,021.98	\$0.00	Advertising Services
PR FOR GOOD, INC	\$242,482.28	\$242,482.28	\$0.00	Communications Support Services
FREDRIKSON & BYRON, PA	\$241,881.28	\$241,881.28	\$0.00	Lobbying Services
GRAY PANNELL & WOODWARD LLP	\$231,300.68	\$231,300.68	\$0.00	Legal Services
GA GROUP, PC	\$228,229.32	\$228,229.32	\$0.00	Government Relations
WILLIAM D. SCEPANIAK, INC.	\$226,235.21	\$226,235.21	\$0.00	ROADWAY RESHAPING & AGGREGATE SURFACING
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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
HOLY CROSS TOWNSHIP	\$188,000.00	\$188,000.00	\$0.00	MOU payments
MAPLETON, CITY OF	\$179,605.00	\$97,082.13	\$82,522.87	Prelim Engineering Services
SPRINGSTED INCORPORATED	\$178,010.15	\$178,010.15	\$0.00	Financial Advisor
KADRMAS LEE & JACKSON, INC.	\$176,164.00	\$176,164.00	\$0.00	Engineering Services
EIDE BAILLY LLP	\$172,011.27	\$172,011.27	\$0.00	Audit Services
MUNICIPAL AIRPORT AUTHORITY	\$166,981.00	\$166,981.00	\$0.00	Easement for Airport
SOIL BORINGS	\$166,732.50	\$166,732.50	\$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
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
TUNHEIM CONSTRUCTION, LLC	\$128,134.90	\$57,494.90	\$70,640.00	AP Wireless Ring Levee
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
JODI SMITH	\$116,055.48	\$116,055.48	\$0.00	Consulting 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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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	\$94,845.00	\$10,175.00	Website Services
WARREN TOWNSHIP	\$101,604.72	\$101,604.72	\$0.00	SEEDING, ROAD REPAIR, DUST CONTROL

166 Vendors

Report Totals:

\$1,748,913,626.38

\$1,693,108,180.03

\$55,805,446.35

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	432	268	131	92%	33	\$1,673,857
BIOGEO	301	267	1	89%	33	\$900,422
HC	131	1	130	100%	0	\$773,435
CHANNEL	722	502	217	100%	3	\$99,122,854
BIOGEO	1	1	0	100%	0	\$750
DA_MOB_HORACE	4	2	0	50%	2	\$0
ENV	1	0	0	0%	1	\$0
HC	295	78	217	100%	0	\$3,586,679
LAP01	96	96	0	100%	0	\$7,853,481
LAP02	95	95	0	100%	0	\$13,519,297
LAP03	73	73	0	100%	0	\$23,021,394
LEGACY	157	157	0	100%	0	\$51,141,254
DOWNSTREAM	7	0	7	100%	0	\$0
HC	7	0	7	100%	0	\$0
Habitat Improveme	23	15	8	100%	0	\$329,344
ENV	5	5	0	100%	0	\$0
Habitat_Shey	10	10	0	100%	0	\$329,344
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

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
SEAILAND	537	482	52	99%	3	\$102,505,004
DRAIN 27	43	43	0	100%	0	\$23,965,462
HC	61	9	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	19	19	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	\$13,296,730
SE-3	14	14	0	100%	0	\$1,078,007
SE-4	71	69	0	97%	2	\$10,770,350
SE-5	24	23	0	96%	1	\$973,121
SE-INLET	8	8	0	100%	0	\$2,952,107
SE-RRCS	37	37	0	100%	0	\$7,726,718
SE-WRCS	10	10	0	100%	0	\$445,069
WP43B	5	5	0	100%	0	\$3,082,500
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	518	376	85%	160	\$157,995,662
HC	380	4	376	100%	0	\$1,283,123
LEGACY	6	6	0	100%	0	\$759,198
UMA	582	497	0	85%	85	\$155,695,027
UMA-C	59	4	0	7%	55	\$38,567
UMA-W	14	7	0	50%	7	\$219,746
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

Parcel (OIN) Physical Location Summary

Project / Physical Location	Parcels	Acquired / Sold	Cancelled OIN's (HC)	PCT Acquired / Cancelled	Remaining OIN's	Cost To Date
WP43	267	121	146	100%	0	\$80,365,160
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	3,261	1,966	952	89%	343	\$479,896,615

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of September 30, 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
		WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St				
V02805	ICS	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	\$	497,540.38	\$	497,540.38
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	\$	48,438,215.00	\$	48,438,215.00
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
			\$	199,616,986.56	\$	198,399,547.05

State Revolving Fund (SRF) Status Report
As of 09/31/2026

Total Authorized	\$	51,634,000.00
Funds Received to Date	\$	39,506,167.14
Available Balance Remaining	\$	12,127,832.86

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	\$ 1,379,821.00	17-Nov-25
18	1-Oct 2025 through 28-Feb 2026	\$ 2,685,727.45	17-Apr-26
19	1-Dec 2025 through 30-Apr 2026	\$ 1,048,230.94	12-May-26
20	1-June2026 through 30-June 2026	\$ 8,938.40	20-Aug-26
21	1-June 2026 through 31-July 2026	\$ 1,019,658.64	21-Sep-26
		\$ 39,506,167.37	

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
17	1-Oct 2025 through 31-Oct 2025	\$ 1,379,821.00	16-Apr-26
18	1-Oct 2025 through 28-Feb 2026	\$ 2,685,727.00	20-May-26
19	1-Dec 2025 through 30-Apr 2026	\$ 1,048,230.94	03-Aug-26
20	1-June2026 through 30-June 2026	\$ 8,938.40	15-Sep-26
21	1-June 2026 through 31-July 2026	\$ 1,019,658.64	15-Sep-26
Total		\$ 39,506,167.14	

Water Infrastructure Finance and Innovation Act (WIFIA)

WIFIA - N19123ND SWDCAI Project

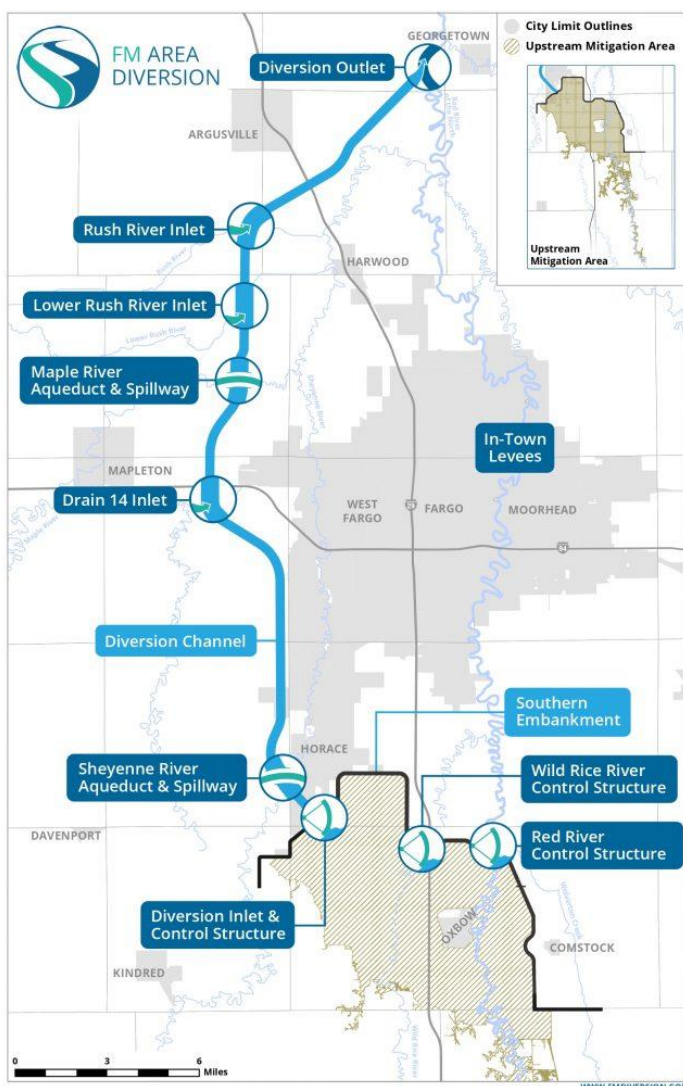
As of 09/31/2026

Total Authorized	\$	569,000,000.00
Funds Received to Date	\$	184,106,487.00
Available Balance Remaining	\$	384,893,513.00

Funds Requested			
Draw Request Number	Period Covered	Amount	Date Submitted
1	12/16/2025 through 1/26/2026	\$ 47,551,060.00	01-Mar-26
2	1/27/026 through 6/30/2026	\$ 105,602,877.00	01-Jul-26
3	6/22/2026 through 7/29/2026	\$ 30,952,551.00	24-Aug-26
4			
5			
6			
7			
8			
9			
10			
Total		\$ 184,106,488.00	
Funds Received			
Draw Request Number	Period Covered	Amount	Date Received
1	12/16/2025 through 1/26/2026	\$ 47,551,060.00	19-Mar-26
2	1/27/026 through 6/30/2026	\$105,602,876.00	29-Jul-26
3	6/22/2026 through 7/29/2026	\$ 30,952,551.00	22-Sep-26
4			
5			
6			
7			
8			
9			
10			
16			
Total		\$ 184,106,487.00	

2025

MFDA Governance Policies



Metro Flood Diversion Authority

Schatz & Associates, LLC

10/1/2025



GP-6

Policy Type: Governance Policies

Annual Work Plan

Annual Work Plan

The Board will follow an annual work plan that includes continual monitoring and review of all policies, and activities to improve Board performance.

1. The Board's annual work plan for the next year will include:
 - a. Governance process improvement activities, including orientation and training of new Board members in the Board's governance process, and other discussions by the Board about means to improve its performance, especially Board member knowledge and skills.
 - b. The Planning Committee Schedules the monitoring of all governance policies.
 - c. Other events and activities that are part of the Board's responsibilities and interests.

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:

ED/BRP-4

Policy Type: Executive Director Board Relationship Policies

Staff Accountability

The Executive Directors is responsible for all matters related to the organization's day-to-day operation, within the values expressed by the Board. All staff shall report directly or indirectly to the Executive Director.

1. The Board will never give direction to any employee other than the Executive Director.
2. The Board will not formally or informally evaluate any staff member other than the Executive Director.
3. Except as required by law, the Board will not participate in decisions or actions involving the hiring, evaluating, disciplining, or dismissal of any employee other than the Executive Director.

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 Type: Operational Expectations Policies

Financial Planning and Administration

The Executive Director must keep the Diversion Authority Board fully informed of the Metro Flood Diversion Authority's financial condition.

Financial Planning

The Executive Director shall develop an annual budget with the MFDA's Finance Committee.

The Executive Director shall develop a budget that:

1. Is in a summary format, understandable to the Board and presented to allow the Board to understand the relationship between the budget and the priorities of the MFDA.
2. Assures fiscal soundness in future years.
3. Details all administrative costs, including but not limited to travel, education, training and other administrative costs.

Financial Administration

The Executive Director is the chief purchasing agent of the MFDA. The Executive Director makes purchases and contracts in accordance with procedures specified by Board resolutions.

The Executive Director shall:

1. Not cause or allow any financial activity or condition that deviates from the budget adopted by the Board.
2. Assure Contracts and bonds, instruments, and documents to which the MFDA is a party is signed by the Chair and the Executive Director on behalf of the MFDA.
3. Assure that payroll and legitimate debts are paid promptly when due.
4. Assure that all purchases are based upon:
 - a. reasonable precaution against conflict of interest.
 - b. comparative prices based on items of similar quality.
 - c. a balance between long-term quality and cost.
5. Coordinate with the MFDA's appointed financial auditor for an annual audit of all funds and accounts.

6. Keep complete and accurate financial records by funds and accounts following Generally Accepted Accounting Principles (GAAP).

The Executive Director shall NOT:

1. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances or the authorization by the Metro Flood Diversion Authority to transfer funds from reserve funds.
2. In debt the MFDA without the approval of the Board.
3. Enter a purchase or contract in excess of the amount approved by the Board on behalf of the MFDA as per resolution, without the approval of the Board.
4. Transfer budget line items from one fund to another unless authorized by the MFDA Board.
5. Allow any required reports to be overdue or inaccurately filed.
6. Receive, process, or disburse funds under controls that are insufficient under GAAP.
7. Suspend or remove the project's Fiscal Agent*.

* The Diversion Authority Board chooses the Fiscal Agent solely based on cost, experience, and fiscal management qualifications. The Fiscal Agent is appointed by the Board for an indefinite term and may only be removed by the Board.

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:

OE-7

Policy Type: Operational Expectations Policies

Asset Protection

The Executive Director shall not allow assets to be unprotected, inadequately maintained, inappropriately used, or unnecessarily risked.

The Executive Director shall:

1. Obtain insurance coverage complying with the Metro Flood Diversion Authority Joint Powers Agreement requirements.
2. Take reasonable steps to ensure that the facilities and equipment are sufficiently maintained.
3. Ensure that any actions do not knowingly, recklessly, or negligently expose the organization, its Board, or staff to legal liability.
4. Make purchases by weighing:
 - a. a reasonable precaution against conflict of interest,
 - b. comparative prices based on items of similar quality,
 - c. a balance between long-term quality and cost.
5. Protect intellectual property.
6. Protect information and files from loss or significant damage.
7. Preserve and dispose of all records related to affairs or business of the Metro Flood Diversion Authority in accordance with all applicable state and federal law
8. Preserve and dispose of all records related to affairs or business of the organization following state and federal 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
GP 6: Annual Work Plan; ED/BRP 4: Staff Accountability; OEP 6: Financial Planning & Administration; OEP 7: Asset Protection

Summary of Compliance Status
October 22, 2026

Executive Director Certification

With respect to GP6: Annual Work Plan; ED/BRP 4: Staff Accountability; ED/BRP; OEP 6: Financial Planning & Administration; and OEP 7: Asset Protection, taken as a whole, the Executive Director certifies that the proceeding information is accurate and complete:

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

Summary Statement by Executive Director

I have reviewed GP6, ED/BRP 4, OEP 6, and OE7 and validate that we are in compliance with these policies.

Signed: Jason P. Benson Date 10/06/2026

Planning Committee Recommendation for Compliance

With respect to GP6: Annual Work Plan; ED/BRP 4: Staff Accountability; ED/BRP; OEP 6: Financial Planning & Administration; and OEP 7: Asset Protection, 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 _____

**North Dakota Department of Transportation
AGREEMENT TO ENTER AND DO WORK ON HIGHWAY RIGHT-OF-WAY**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Metro Flood Diversion Authority, hereafter referred to as the Permittee, whose address is 10235 45th Street S, Fargo, North Dakota 58104.

Permission is hereby given to enter and do work on highway right-of-way, under the following conditions:

1. The location of the proposed work is the limits of the original construction for the FM Diversion located within the North Dakota Department of Transportation (NDDOT) highway right of way along Interstate Highway I-29 and I-94.
2. The work to be performed is related to operations, inspections, repairs, and maintenance activities necessary to ensure the continued function, performance, and safety of the FM Diversion. The Work will also include two access gates through the I-29 access control fence as part of the FM Diversion Grade Raise south of Fargo associated with the FM Diversion Levee. Notify the NDDOT Fargo District Engineer a minimum of 48 hours in advance of any planned work within the right of way.
3. All work done on highway right-of-way must conform to the reasonable requirements of NDDOT's district engineer, whether communicated before or after the work is conducted.
4. Effective November 24, 2008, the Permittee shall be required to wear an ANSI/ISEA 107-2004 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
5. Permittee must, as soon as possible, return all disturbed areas to their original condition and reseed all disturbed areas with seed mixture approved by NDDOT.
6. All work done will be at no cost to NDDOT.
7. All work will be completed by the end of the five (5) years from the date of final signature, and may be renewed for successive terms as agreed to in writing by the Parties.
8. The Permittee, for him or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

9. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

Executed the last date below signed.

PERMITTEE:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CLA 17088 (Div. 70)
L.D. Approved 7-17-89; 8-18



METRO
FLOOD
DIVERSION
AUTHORITY

Diversion Board of Authority Meeting

October 22, 2026

Contracting Actions

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/Estimate (\$)
Task Order 102 – Amendment 13 – Revision 2 - H&H, Mitigation and Permitting Support - Budget adjustments are required to align project funding with current schedules, resource needs, and anticipated workloads. Some of the budget changes include, decreased 2026 budget due to less than anticipated efforts for permit compliance monitoring, operations plan, H& H support and land surveying, just to name a few. Other budget changes include (not limited to) additional budget for FEMA Physical Map revisions, 2027 budget for wetland mitigation monitoring, fencing and signage support, and project closeout documents. The Finance Committee tabled \$800,000 of this Amendment at their September meeting and asked for further discussion at the October meeting.	Houston-Moore Group, Inc	\$3,925,000.00
Task Order 4 – Amendment 0 – Consulting Services – New Task Order for consulting services to be provided in 2027.	Program Advisor Services	\$500,000.00
New Service Agreement – Gaging Station Program – This task order work includes installation of new gaging stations, modification of existing gaging stations, and maintenance of existing gaging stations. This is a cost share agreement for gaging station work to be completed in FY 2027. The Authority’s cost share is \$72,900 and the total program cost for FY 2027 is \$184,850.	United States Geological Survey	\$72,970.00

DA Board Approval Contract Actions

(ACTION)



Description	Company	Budget/Estimate (\$)
WP-31B Change Order 05 – I-29 Crack Repair Project – This Change Order is required to address cracking identified in concrete panels placed during Phase 1 construction that necessitates removal and replacement of the affected panels, installation of additional reinforcement, and replacement of the existing 3-inch expansion joint. The supplemental work is needed to restore the pavement, improve structural performance, and provide a durable long-term repair.	PCiRoads, LLC	\$154,425.00

Executive Director

Contracting Recommendation



6The PMC has prepared the following Contract Action(s):

Houston-Moore Group, Inc TO102 Amendment 13 – R2 H&H, Mitigation and Permitting Support	\$3,925,000.00
--	-----------------------

- Additional budget for FY2027 to support revised project priorities and schedules.

1 Recommendation for action

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

2 Summary of Contracting action

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

3 Reason why it is required

Budget adjustments are required to align project funding with current schedules, resource needs, and anticipated workloads. Key changes include:

- Subtask 1.0 Project Management
 - 2027 budget for H&H support, operations plan, construction closeout, FEMA Physical Map Revision and Upstream Property Mitigation projects.
- Subtask 2.1 H&H Support
 - Decrease 2026 budget by \$50,000 due to less than anticipated effort, 2027 budget for Hydraulic Model Review Team support.
- Subtask 2.2 Operations Plan
 - Decrease 2026 budget by \$100,000 due to less than anticipated effort, 2027 budget is to complete graphical user interface and anticipated updates.
- Subtask 3.1 Land Surveying
 - Decrease 2026 budget by \$50,000 due to less than anticipated effort, 2027 budget is for flowage easements and plats.
- Subtask 3.2 Cemeteries
 - 2027 budget is project closeout documents.

- Subtask 3.3 Upstream Property Mitigation
 - Decrease 2026 budget by \$50,000 due to less than anticipated effort, 2027 budget is project closeout documents and Eagle Township Road Raises design (2028 is planned for design and construction).
- Subtask 3.4 Land Management Mitigation (WP-60)
 - 2027 budget is for fencing and signage support.
- Subtask 4.1 Permit Acquisition Support
 - Increase 2026 budget due to FEMA Physical Map Revision, USACE Section 408 permit support, Operation and Maintenance Manuals, and Emergency Action Plans. 2026 budget includes acceleration of submittals to FEMA that were previously scheduled to be submitted in 2027. 2027 budget is for FEMA Physical Map Revision, USACE Section 408 Support, and updates to Operation and Maintenance Manuals and Emergency Action Plans. The Finance Committee tabled \$800,000 of this Subtask for further discussion at the October Finance Committee meeting.
 - Amendment 13 Revision 2 reinstates the previously removed funding associated with FEMA Physical Map Revision and certification efforts. These activities remain necessary to support completion of FEMA-related deliverables.
- Subtask 4.2 Permit Compliance Monitoring
 - Decrease 2026 budget by \$50,000 due to less than anticipated effort, 2027 budget is for permit compliance monitoring.
- Subtask 4.3 Wetland Mitigation Monitoring
 - 2027 budget is for wetland mitigation monitoring.

4 Background and discussion

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

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

(Remainder of page left intentionally blank.)

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
TO102-A0	0.00	610,000.00	9/1/2021	12/31/2021	Original Scope and budget
TO102-A1	10,489,441.00	11,099,441.00	9/1/2021	12/31/2026	Scope and budget to Dec 2026
TO102-A2	(43,287.22)	11,056,153.78	9/1/2021	12/31/2026	Update budgets to cover actual spent in 2021
TO102-A3	0.00	11,056,153.78	9/1/2021	12/31/2026	
TO102-A4	(54,048.83)	11,002,104.95	9/1/2021	12/31/2026	Balance 2022 budget and reallocates budget subtasks
TO102-A5	360,000.00	11,362,104.95	9/1/2021	12/31/2026	Revise Section 3.3 and add Section 4.3
TO102-A6	0.00	11,362,104.95	9/1/2021	12/31/2026	Reallocate 2023 budget
TO102-A7	158,384.88	11,520,489.83	9/1/2021	12/31/2026	Balance 20203 budget with actual spent and reallocate 2024-2026 budget.
TO102-A8	0.00	11,520,489.83	9/1/2021	12/31/2026	2024 Budget and scope adjustments
TO102-A9	2,174,989.46	13,695,479.29	9/1/2021	12/31/2026	2024 budget balance 2025, 2025 budget adjustments
TO102-A10	0.00	13,695,479.29	9/1/2021	12/31/2026	Balance 2025 budget between subtask
TO102-A11	0.00	13,695,479.29	9/1/2021	12/31/2026	Balance 2025 budget between subtask
TO102-A12	(7,933.73)	13,687,545.56	9/1/2021	12/31/2026	Finalize 2025 budget with actual spent
TO102-A13	3,925,000.00	17,612,545.56	9/1/2021	12/31/2027	Add 2027 budget and reallocate 2026-2027 budgets.

Table 2 – Budget by Subtasks

Ref	No.	Title	Activity ID	Current Budget (\$)	Change	Revised Budget (\$)
Subtask	1.0	Project Management and Controls	SW-1165	2,502,057.53	400,000.00	2,902,057.53
Subtask	2.1	H&H Support	SW-1165	1,353,538.86	0.00	1,353,538.86
Subtask	2.2	Operations Plan and Water Control Manual	SW-1165	598,020.25	200,000.00	798,020.25
Subtask	3.1	Land Surveying	SW-1165	1,001,828.40	100,000.00	1,101,828.40
Subtask	3.2	Cemeteries	SW-1165	1,000,941.60	50,000.00	1,050,941.60
Subtask	3.3	Upstream Property Mitigation	SW-1165	1,002,225.34	300,000.00	1,302,225.34
Subtask	3.4	Land Management Mitigation (WP60)	SW-1165	150,935.20	50,000.00	200,935.20
Subtask	4.1	Permit Acquisition Support	SW-1165	4,762,732.24	2,600,000.00	7,362,732.24
Subtask	4.2	Permit Compliance Monitoring	SW-1165	1,013,674.42	150,000.00	1,163,674.42
Subtask	4.3	Wetland and Forest Mitigation Monitoring	SW-1165	301,591.72	75,000.00	376,591.72
Totals				13,687,545.56	3,925,000.00	17,612,545.56

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.

(Remainder of page left intentionally blank.)

Table 3 - Summary of Annual Budget Allocation – Per Year

Original Agreement or Amendment	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2021	SW-1165	566,708.78	318,499.86	318,499.86	0.00	2021 paid
2022	SW-1165	1,297,956.17	1,339,984.09	1,339,984.09	0.00	2022 paid
2023	SW-1165	1,492,824.88	1,506,485.01	1,506,485.01	0.00	2023 paid
2024	SW-1165	2,319,989.46	1,696,902.30	1,696,902.30	0.00	2024 paid
2025	SW-1165	3,730,066.27	3,632,652.02	3,632,652.02	0.00	2025 Paid
2026	SW-1165	4,780,000.00	4,780,000.00	2,693,140.77	2,086,859.23	Actual paid through Jul-2026
2027	SW-1165	3,425,000.00	3,425,000.00	0.00	3,425,000.00	Budget added by Amendment 13.
Totals		17,612,545.56	16,699,523.28	11,187,664.05	5,511,859.23	

6 Attachments

- Task Order 102 Amendment 13 – R2

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

Approved by: Jason Benson, Executive Director

Date: 9/16/2026

Executive Director

Contracting Recommendation



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

Program Advisor Services, LLC TO04 Amendment 0 Consulting Services	\$500,000.00
• Provide 2027 Budget.	

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 Directors and the Executive Director. Deputy Executive Directors will provide comments which will be consolidated in one form by the PMC and provided to the Director of Engineering. The Director of Engineering shall review the comments and provide recommendations to the Executive Director for review. Deputy Executive Director shall thereafter submit the Task Order and Task Order Amendments along with the recommendation to the Finance Committee for review. The Finance Committee will submit its recommendation to the Diversion Authority Board for review and approval.

3 Reason why it is required:

Program Advisor Services, LLC (PAS) entered into an agreement with the Metro Flood Diversion Authority to advise on and provide recommendations on the development, procurement, governance and implementation of the FM Area Diversion Project ("Project"). PAS will provide knowledge, advice, recommendations, and opinions pertaining to aspects of the Project within the Consultants expertise. The Consultant will attend meetings or otherwise participate in the governmental or quasi-governmental forums as directed by the Owner.

This task order provides the budget for the 2027 fiscal year for basic consulting services and travel expenses.

4 Background and discussion:

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

In accordance with Section 5 of the Master Professional Services Agreement by and between the Metro Flood Diversion Authority (the “Authority”) and Program Advisor Services, LLC (the “Consultant”) dated January 1, 2026 (the “Agreement”), the Authority and the Consultant 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
TO04-A0	0.00	500,000.00	1/1/2027	12/31/2027	Budget for 2027 fiscal year

Table 2 – Summary of Subtasks Budgets

Subtask No.	Title	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A	Basic Consulting Service	0.00	485,000.00	485,000.00
B	Travel Expenses	0.00	15,000.00	15,000.00
	Estimated Fees:	0.00	500,000.00	500,000.00

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 Budget Allocation

Year	Cost Account Code	Estimated Cost (\$)	Budget Allocated (\$)	Actual paid to date (\$)	Budget Remaining (\$_)	Comments
2027	SW-1150	500,000.00	500,000.00	0.00	500,000.00	
Totals		500,000.00	500,000.00	0.00	500,000.00	

6 Attachments:

- Task Order 04 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: 10/12/2026

Executive Director

Contracting Recommendation



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

United States Geological Survey Service Agreement – Amendment 0 Cost Sharing & Gaging Stations	\$72,970.00
USGS Cooperative Gaging Station Program services including new gaging station installation, station modifications, and maintenance activities.	

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 technical contracting actions for existing Agreements and submit them to the Executive Director and Member Entity Technical Representative (METR) for review. The METR will provide comments to the PMC who will combine the comments for the Director of Engineering. The Director of Engineering (DOR) will review and provide recommendations to the Executive Director for review and action.

3 Reason why it is required

This work includes installation of new gaging stations, modifications to existing gaging stations, and maintenance of gaging stations. The attached Cooperative Gaging Station Program spreadsheet shows the specific work to be completed, site location of the gaging station in which the work will be completed and the cost share of the work to be completed. The total program cost is \$184,850 and the MFDA FY 2027 cost share for the program is \$72,970.

4 Background and discussion

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

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
Services Agreement	0.00	72,970.00	10/1/2026	09/30/2027	Initial authorization of All Work.

5 Financial considerations:

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

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

Table 2 - Summary of Annual Budget Allocation – Per Year

Year	Cost account code	Estimated Cost (\$)	Budget Allocated (\$)	Actual Paid to date (\$)	Budget Remaining (\$)	Comments
2027	DE-2070	72,970.00	72,970.00	0.00	72,970.00	Estimated cost & budget.

6 Attachments:

- Services Agreement – 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: 9/23/2026

Executive Director

Contracting Recommendation



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

PCiRoads, LLC Change Order 05 WP31B – I-29 Crack Repairs	\$154,425.00
• Panel Replacement.	

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 Change Orders. Change Orders greater than \$50,000.00 are submitted to the Member Entity Technical Representatives and make a recommendation to approve or deny. The Executive Director shall submit the Change Order request and his or her recommendation to the Finance Committee. The Finance Committee will review the Change Order request and submit the Finance Committee's recommendation along with the Executive Director's recommendation to the Diversion Authority Board for approval.

3 Reason why it is required

This Change Order is required to address cracking identified in concrete panels placed during Phase 1 construction that necessitates removal and replacement of the affected panels, installation of additional reinforcement, and replacement of the existing 3-inch expansion joint. The supplemental work is needed to restore the pavement, improve structural performance, and provide a durable long-term repair.

4 Background and discussion

The Diversion Authority awarded WP31B - I-29 Crack Repairs to PCiRoads, LLC. During construction, cracking was identified in concrete panels placed during Phase 1 operations. To address these conditions, Ian Joynes issued Work Change Directive No. 02 directing the removal and replacement of the affected concrete panels, installation of additional reinforcement, and replacement of the existing 3-inch expansion joint to eliminate the angle armor. The Contractor submitted WCD #02 - Phase 1 Panel Replacement for labor, supervision, pavement removal, concrete pavement replacement, pavement marking restoration, mobilization, traffic control, and associated materials required to complete the work. The total cost of this Change Order is \$154,425.00. The additional work was incorporated into the revised contract schedule established under Change Order 04. The substantial completion date remains October 16, 2026, and the final completion date remains October 30, 2026.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Budget Change \$	Original or Revised Budget \$	Agreement Execution Date	Project Completion	Comments
Contract	0.00	606,443.85	01/22/2026	10/02/2026	Contract Award.
Change Order 01	10,964.75	617,408.60	01/22/2026	10/02/2026	State Furnished Median Barrier.
Change Order 02	2,315.25	619,723.85	01/22/2026	10/02/2026	Reinstall traffic control devices
Change Order 03	10,978.00	630,701.85	01/22/2026	10/02/2026	Additional HMA Patching.
Change Order 04	8,970.00	639,671.85	01/22/2026	10/30/2026	Approach Slab Reinforcement and 14-day schedule extension.
Change Order 05	154,425.00	794,096.85	01/22/2026	10/30/2026	Panel Replacement.

5 Financial considerations:

The Budget Cost Proposal is attached or in the Change 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-3520	794,096.85	639,671.85	412,476.36	227,195.49	Actual cost through August 2026

6 Attachments:

- Change Order 05

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: 10/09/2026

**RESOLUTION DEDICATING AND PLEDGING PPA GROSS REVENUES TO THE
TRUSTEE FOR REPAYMENT OF THE METRO FLOOD DIVERSION AUTHORITY
SALES TAX REVENUE BONDS (2ND LIEN), SERIES 2026**

(the “PPA Pledge Resolution”)

of the

METRO FLOOD DIVERSION AUTHORITY

Adopted: October 22, 2026

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

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EXHIBIT A – PROJECT PARTNERSHIP AGREEMENT

Member _____ introduced the following resolution and moved for its adoption:

**RESOLUTION DEDICATING AND PLEDGING PPA GROSS REVENUES TO THE
TRUSTEE FOR REPAYMENT OF THE METRO FLOOD DIVERSION AUTHORITY
SALES TAX REVENUE BONDS (2ND LIEN), SERIES 2026**

WHEREAS, the Cass County Joint Water Resource District, the City of Fargo, North Dakota, as fiscal agent (the “Fiscal Agent”), the City of Moorhead, Minnesota, Cass County, North Dakota, and Clay County, Minnesota (the “Member Entities”) entered into a Joint Powers Agreement creating the Metro Flood Diversion Authority (the “Authority”) and providing for the issuance of Debt Obligations by the Member Entities and the Authority for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, on June 10, 2021, the Authority, the Cass County Joint Water Resource District, the Fiscal Agent, and the Bank of North Dakota (the “Trustee”) entered into the Master Indenture of Trust (as amended and supplemented from time to time, including Supplemental Indenture No. 5), which authorizes the issuance of Sales Tax Revenue Bonds to finance the Comprehensive Project (the “Master Indenture”); and

WHEREAS, under the Master Indenture, Supplemental Indenture of Trust No. 5, and the Sales Tax Revenue Bond Resolution, adopted on October 22, 2026 (the “Series 2026 Bond Resolution”), the Authority will issue its Sales Tax Revenue Bonds (2nd Lien), Series 2026 (the “Series 2026 Bonds”), the proceeds of which will be used by the Authority to (i) pay costs associated with the construction of the Comprehensive Project, (ii) pay costs of issuance for the Series 2026 Bonds, (iii) make a deposit to the Sales Tax Revenue Bond Debt Service Reserve Account, (iv) pay capitalized interest on the Series 2026 Bonds, and (v) current refund the Capital Financing Bonds; and

WHEREAS, the Authority, the City of Fargo, and the City of Moorhead are parties with the Department of the Army (the “Government”) to the Project Partnership Agreement, dated July 11, 2016, as amended by Amendment No. 1, dated March 19, 2019, and Amendment No. 2, dated April 29, 2026 (the “PPA”), under which the Government pays the Authority any unexpended portion of the \$750,000,000 Federal Participation Amount; a copy of the PPA is attached hereto as **Exhibit A**; and

WHEREAS, the \$750,000,000 Federal Participation Amount is calculated in 2015 dollars; and

WHEREAS, Amendment No. 2 requires the Government to make an initial advance payment of \$100,000,000 and, beginning July 1, 2027, annual advance payments of any previously appropriated funds that the Government determines are not required for the Comprehensive Project, all payable to the Fiscal Agent; and

WHEREAS, the Government has sent and the Authority has received the initial advance payment of \$100,000,000; and

WHEREAS, approximately \$220,600,000 remains due to the Authority under the PPA; and

WHEREAS, all revenue received by the Authority from the United States pursuant to Article V, Paragraph B of the PPA (the “PPA Gross Revenues”) is part of the Trust Estate securing the Series 2026 Bonds under Supplemental Indenture No. 5, together with Net Pledged Revenues and Refunding Revenues; and

WHEREAS, the Authority desires to dedicate and pledge the PPA Gross Revenues received after November 1, 2026, for payment of the Series 2026 Bonds and to direct that all PPA Gross Revenues be paid to the Trustee for deposit in the Series 2026 Special Redemption Account, to be used to call and redeem the Series 2026 Bonds.

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

ARTICLE I. DEFINITIONS

Section 1.01 DEFINITIONS. The terms used herein shall have the meaning as assigned to them in Section 1.01 of the Master Indenture and Section 1.01 of the Supplemental Indenture No. 5 unless a different meaning clearly appears from the context.

ARTICLE II. DEDICATION

Section 2.01 DEDICATION AND PLEDGE OF PPA GROSS REVENUES. The Authority hereby dedicates and pledges the PPA Gross Revenues for payment of the principal and interest on the Series 2026 Bonds pursuant to the terms and conditions of the Master Indenture, Supplemental Indenture No. 5, and the Series 2026 Bond Resolution. Such dedication shall be irrevocable so long as any principal and interest on the Series 2026 Bonds or any bonds issued to refund the Series 2026 Bonds remains outstanding and unpaid. PPA Gross Revenues are not included within the definition of Pledged Revenues and are only available for payment of principal and interest on the Series 2026 Bonds.

Section 2.02 PLEDGE OF PPA GROSS REVENUES TO THE TRUSTEE. Pursuant to Supplemental Indenture No. 5, the PPA Gross Revenues shall be pledged to the Trustee by the Authority and shall be deposited and applied to the Series 2026 Special Redemption Account to be used to call and redeem the Series 2026 Bonds.

Section 2.03 APPLICATION OF PPA GROSS REVENUES. The PPA Gross Revenues in the Series 2026 Special Redemption Account shall be used as a source of repayment and to redeem the Series 2026 Bonds pursuant to the Master Indenture and under the provisions of the Supplemental Indenture No. 5 and the Series 2026 Bond Resolution.

Section 2.04 NO COMMINGLING. The Trustee shall segregate the PPA Gross Revenues from the Net Pledged Revenues in accordance with the Master Indenture and the Supplemental Indenture No 5.

ARTICLE III. THIRD PARTY RIGHTS

Section 3.01 HOLDERS OF SERIES 2026 BONDS AS THIRD-PARTY BENEFICIARIES. To the extent permitted by the Master Indenture and pursuant to the Supplemental Indenture No. 5, the holders of Debt Obligations issued in connection with the Comprehensive Project shall be deemed third-party beneficiaries with the ability to enforce provisions of this PPA Pledge Resolution and the JPA related to collection and distribution of Pledged Revenues.

Section 3.02 ENFORCEMENT OF THIRD-PARTY RIGHTS. To the extent permitted by the Master Indenture and at any time during which the Authority is in breach or default of its respective obligation arising out of or related to this PPA Pledge Resolution, the Trustee and/or the holder of Series 2026 Bonds may enforce this PPA Pledge Resolution, including the option to secure a court order directing the Authority to disburse the PPA Pledged Revenues to the Trustee.

ARTICLE IV. RATIFICATION OF ACTS

Section 4.01 RATIFICATION AND CONFIRMATION. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the financing of the Comprehensive Project performed by the Authority are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the Authority that are in any way inconsistent with this PPA Pledge Resolution are hereby amended to the extent necessary to give full force and effect to this PPA Pledge Resolution.

ARTICLE V. AUTHORITY OBLIGATIONS

Section 5.01 AUTHORITY OBLIGATIONS. The Series 2026 Bonds are not special or general obligations of the City of Fargo, Cass County, CCJWRD, Clay County or the City of Moorhead. The Series 2026 Bonds will not constitute an indebtedness, a general or moral obligation against the general credit or taxing power of the Authority or City of Fargo, Cass County, CCJWRD, Clay County or the City of Moorhead or any property of the Authority or City of Fargo, Cass County, CCJWRD, Clay County or the City of Moorhead. No holder of the Series 2026 Bonds shall have the right to compel the exercise of taxing powers or the appropriation of any funds or revenues of the Authority or City of Fargo, Cass County, CCJWRD, Clay County or the City of Moorhead other than PPA Gross Revenues and the Net Pledged Revenues all in accordance with the Master Indenture and the Supplemental Indenture No. 5 for payment of principal and interest on Series 2026 Bonds.

ARTICLE VI. TERM AND TERMINATION

Section 6.01 TERM. The Authority's obligations pursuant to this PPA Pledge Resolution shall remain outstanding until such a time that the Series 2026 Bonds have been paid have been retired, or the payment for which have been otherwise sufficiently provided and arranged. Upon the payment, defeasance, and/or refunding of the Series 2026 Bonds, this PPA Pledge Resolution shall terminate and be of no further force or effect. Such termination shall be self-executing and shall not require any additional action by the Diversion Authority Board.

ARTICLE VII. AUTHORITY COVENANTS

Section 7.01 COVENANTS. The Authority covenants as follows:

- (a) The Authority will faithfully perform at all times all covenants, undertakings, stipulations, and provisions contained in this PPA Pledge Resolution.
- (b) The Authority is duly authorized under the JPA and laws of the State of North Dakota to pledge the PPA Gross Revenues in the manner and to the extent set forth in this PPA Pledge Resolution.
- (c) The PPA is valid and enforceable according to the terms thereof.

Section 7.02 ENFORCEMENT AND PERFORMANCE OF COVENANTS. The Authority agrees to perform all covenants and other provisions pertaining to this PPA Pledge Resolution.

Section 7.03 NO OTHER PLEDGE. The Authority shall not dedicate or pledge the PPA Gross Revenues for purposes except for the dedication and pledge under this PPA Pledge Resolution.

ARTICLE VIII. CONFLICT OF TERMS

Section 8.01 CONFLICT OF TERMS. Any conflict among or between the terms and conditions included in the documents related to this PPA Pledge Resolution will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) Master Indenture;
- (b) Supplemental Indenture No. 5;
- (c) JPA; and
- (d) this PPA Pledge Resolution.

ARTICLE IX. MISCELLANEOUS

Section 9.01 SEVERABILITY. If any provision of this PPA Pledge Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs contained in this PPA Pledge Resolution shall not affect the remaining portions of this PPA Pledge Resolution or any part thereof.

Section 9.02 AMENDMENTS. This PPA Pledge Resolution shall not be amended except upon the mutual consent of the Authority, Trustee, and Fiscal Agent.

Section 9.03 HEADING. Headings in this PPA Pledge Resolution are included for convenience of reference only and are not part hereof and shall not limit or define the meaning of any provision hereof.

Section 9.04 GOVERNING LAW. This PPA Pledge Resolution shall be controlled by the laws of the State of North Dakota, and, as a result, any claim, demand, or cause of action arising under the terms of this PPA Pledge Resolution shall be brought in an appropriate venue in the State of North Dakota.

Section 9.05 ELECTRONIC SIGNATURES. The Authority agrees that the electronic signature to this PPA Pledge Resolution shall be as valid as an original signature of the Authority and shall be effective to bind the Authority to this PPA Pledge Resolution. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or DocuSign, or other replicating image attached to an electronic mail or internet message.

Section 9.06 EFFECTIVE DATE. This PPA Pledge Resolution shall become effective on December 1, 2026.

(Remainder of page intentionally left blank.)

Dated: October 22, 2026

METRO FLOOD DIVERSION
AUTHORITY

Josh Boschee, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and, upon vote being taken thereon, the following members voted in favor thereof: _____; the following voted against the same: none; and the following were absent and not voting: none; whereupon said resolution was declared duly passed and adopted and was signed by the Chair of the Diversion Authority Board and attested by the Secretary.

Exhibit A

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA, AND
THE METRO FLOOD DIVERSION AUTHORITY
FOR
CONSTRUCTION
OF THE
FARGO-MOORHEAD METROPOLITAN AREA
FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this 11th day of July, 2016, by and between the Department of the Army (hereinafter the “Government”), represented by the Assistant Secretary of the Army (Civil Works); and the City of Fargo, North Dakota, represented by its Mayor; the City of Moorhead, Minnesota, represented by its Mayor and Interim City Manager; and the Metro Flood Diversion Authority, represented by its Chair and two Deputy Executive Directors (hereinafter collectively referred to as the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121;

WHEREAS, the locally preferred flood risk management features of the authorized Project provides fewer total annual economic benefits than the National Economic Development flood risk management plan, and the Federally Comparable flood risk management plan (hereinafter the “FC Plan”), as described in the Report of the Chief of Engineers dated December 19, 2011 (hereinafter the “Chief’s Report”), was established to determine the cost-sharing for the Project;

WHEREAS, the Government and the Non-Federal Sponsors entered into an agreement, dated September 12, 2011, and amended on December 19, 2013, for engineering and design of the Project (hereinafter the “Design Agreement”);

WHEREAS, the Project consists of the Non-Federal Work, as defined in Article I.B., which will be undertaken by the Non-Federal Sponsors, and the Federal Work, as defined in Article I.C., which will be undertaken by the Government;

WHEREAS, the Non-Federal Sponsors are required to pay to the Government 5 percent of the estimated total FC Plan costs in October 2015 dollars, with future annual adjustments for inflation, with that amount currently estimated at \$64,967,550;

WHEREAS, notwithstanding cost sharing requirements otherwise applicable to the Project, the parties agree that total Federal funding for construction of the Project will be \$450,000,000 in October 2015 dollars, with future annual adjustments for inflation (hereinafter the "Federal Participation Amount", as defined in Article I.J.), with the Non-Federal Sponsors responsible for all costs in excess of the Federal Participation Amount; and

WHEREAS, the Government and Non-Federal Sponsors have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014 consisting of the Non-Federal Work defined in paragraph B. of this Article and the Federal Work defined in paragraph C. of this Article, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management, dated July 2011 (the "FEIS") and approved in accordance with the Chief's Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 (the "SEA") and approved by the U.S. Army Engineer, St. Paul (hereinafter the "District Engineer") on September 19, 2013.

B. The term "Non-Federal Work" means that portion of the Project consisting of an approximately 30 mile 20,000 cubic feet per second (cfs) diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; associated railroad bridges; the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the diversion channel and associated structures for the diversion channel; and applicable pre- and post-monitoring and adaptive management for the Project.

C. The term "Federal Work" means that portion of the Project consisting of the diversion inlet structure; the approximately 6 mile connecting channel; the control structures on the Red River and Wild Rice River; the southern embankment; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features not included in the Non-Federal Work.

D. The term “construction costs” means all costs incurred by the Non-Federal Sponsors and the Government for the Project in accordance with the terms and conditions of this Agreement directly related to design and construction of the Project. The term includes, but is not necessarily limited to: the Government’s Preconstruction Engineering and Design costs pursuant to the terms of the Design Agreement; the value of the contributions provided by the Non-Federal Sponsors pursuant to the terms of the Design Agreement; the engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances; the costs of historic preservation activities; the Non-Federal Sponsors’ eligible costs and the Government’s costs for actual construction work; supervision and administration costs; the Non-Federal Sponsors’ eligible costs for providing real property interests, relocations, and disposal area improvements; the Government’s costs for supporting the Non-Federal Sponsors on the Non-Federal Work; the Non-Federal Sponsors’ costs of monitoring and adaptive management for the environmental mitigation features for the Project; and the Government’s costs of contract dispute settlements or awards. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the Project; any costs of dispute resolution; or the Non-Federal Sponsors’ costs of negotiating this Agreement.

E. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material disposal areas. Acquisition of real property interests may require the performance of relocations.

F. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding railroad bridges and approaches thereto required for construction of the Project), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

G. The term “disposal area improvements” means the improvements required on real property interests to enable the ancillary disposal of material that has been dredged or excavated during construction, operation, or maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

H. The term “monitoring” means those activities, including the collection and analysis of data, to determine if predicted outputs of the environmental mitigation features associated with the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Chief’s Report and National Environmental Policy Act (NEPA) Compliance Documentation.

I. The term “adaptive management” means measures, if necessary; to adjust the environmental mitigation features associated with the Project in response to the monitoring results to ensure the functionality and benefits of such mitigation features are garnered.

J. The term “Federal Participation Amount” means the total amount of Federal funding for construction of the Project. The Federal Participation Amount will initially be fixed at \$450,000,000 in October 2015 dollars, with annual adjustments for inflation of the remaining balance, and includes any Federal appropriation costs associated with loans, if any, obtained through the Transportation Infrastructure Finance and Innovation Act (TIFIA) Federal loan program to finance construction of the Project, with such appropriation costs currently estimated to be 10 percent of the total TIFIA loan value. The term does not include an estimated \$29,008,000 in Federal funds obligated pursuant to the Design Agreement.

K. The term “fiscal year” means one year beginning on October 1 and ending on September 30.

ARTICLE II – RESPONSIBILITIES OF THE GOVERNMENT AND THE NON-FEDERAL SPONSORS

A. The Non-Federal Sponsors shall provide all real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance of the Project in accordance with the following provisions:

1. As soon as practicable, the Non-Federal Sponsors shall provide the Government with written descriptions and maps of the real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance of the Non-Federal Work and the Government shall provide the Non-Federal Sponsors with written descriptions and maps of the real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance for the Federal Work. The Non-Federal Sponsors shall acquire the real property interests, perform the relocations and disposal area improvements, and provide the Government with authorization for entry thereto. The Non-Federal Sponsors shall also provide the Government with copies of all estates acquired for the Project. The Government shall review the written descriptions, maps, and estates provided by the Non-Federal Sponsors to ensure the real estate interests, relocations, and disposal area improvements are sufficient. If the Government determines that the real estate interests, relocations, or disposal area improvements are insufficient, the Non-Federal Sponsors shall acquire the real estate interests or perform the relocations and disposal area improvements that the Government determines are necessary for construction, operation, and maintenance of the Project. The Non-Federal Sponsors shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purpose of the Project.

2. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced

persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of title 42 of the U.S. Code.

B. In accordance with Federal laws, regulations, and policies and using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors, the Government shall construct the Federal Work. After agreement by the Non-Federal Sponsors, the Government may undertake construction of elements of the Non-Federal Work if the Government projects that the Federal Participation Amount will not be reached.

C. The Non-Federal Sponsors shall construct the Non-Federal Work in accordance with applicable Federal, State, and local laws, regulations, and policies.

1. The Non-Federal Sponsors shall obtain all applicable licenses and permits necessary for construction of the Non-Federal Work. In carrying out their responsibilities under this Agreement, the Non-Federal Sponsors shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto; and 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act).

2. The Non-Federal Sponsors plan to use a Public-Private Partnership (P3) delivery process for a portion of the Non-Federal Work (the "P3 Work"). The Government and Non-Federal Sponsors will execute a separate Memorandum of Understanding (MOU) that addresses the development of performance standards and technical requirements; the process for modification of performance standards and technical requirements as a result of the P3 solicitation (through innovative technical concepts), including approvals and denials; notifications of any changes during the delivery process; assessment of whether additional NEPA Compliance Documentation would be required as a result of changes due to the P3 solicitation; and any other pertinent items related to the P3 delivery process that are identified by the Government and Non-Federal Sponsors. In the event of a conflict between such MOU and this Agreement, this Agreement will control.

3. Not later than 4 years after the effective date of this Agreement, the Non-Federal Sponsors will notify the Government in writing of any TIFIA loans that will be used to finance construction of the Project and provide the Government with a letter from the Federal Highway Administration indicating the amount of the Federal appropriation costs that will be associated with such loans. Such appropriation costs will be included in the Federal Participation Amount.

D. The Non-Federal Sponsors shall pay to the Government 5 percent of the estimated total FC Plan costs, which includes design costs, in October 2015 dollars, with future annual adjustments for inflation of the remaining balances, in accordance with Article IV. This amount is \$64,967,550, with an estimated \$7,007,000 in funds already provided by the Non-Federal Sponsors pursuant to the Design Agreement creditable toward that amount. In addition, the Non-Federal Sponsor shall pay all costs of the Project that exceed the Federal Participation Amount.

1. The Government shall determine the amount of non-Federal funds required for the Government to initiate construction of the Federal Work, currently estimated at \$51,000,000, and provide the Non-Federal Sponsors with a written notification of the amount. No later than 60 calendar days after receipt of such notification, the Non-Federal Sponsors shall provide the Government the full amount of such requested funds by delivering a check payable to "FAO, USAED, St. Paul (B6)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government, no later than August 1st prior to each subsequent fiscal year, shall provide the Non-Federal Sponsors with a written estimate of the amount of funds the Government will require from the Non-Federal Sponsors for the upcoming fiscal year. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the Government the full amount of requested funds using one of the payment mechanisms specified in paragraph D.1. of this Article.

E. The Government, as it determines necessary, to ensure compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (hereinafter "Section 106"), shall undertake actions or direct the Non-Federal Sponsors to undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in Section 106. All costs incurred by the Government or the Non-Federal Sponsors for such work (including the mitigation of adverse effects) shall be included in construction costs. If historic properties are discovered during construction and the effects of construction are determined adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne by the Government. In the

event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, the Government and Non-Federal Sponsors shall consult with each other and reach an agreement on how to fund such data recovery costs. Upon agreement in accordance with 54 U.S.C. 312508, the Government may seek a waiver from the 1 percent limitation under 54 U.S.C. 312507. Any costs of data recovery of historic properties shall be included in calculating the Federal Participation Amount.

F. Upon completion of construction of functional portions of the Federal work, the Government shall promptly provide written notification to the Non-Federal Sponsors, and the Non-Federal Sponsors shall begin operation and maintenance of that work. The Government shall furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Manual for the Federal Work and a copy of as-built drawings for completed work.

G. Upon completion of construction of functional portions of the Non-Federal Work, the Non-Federal Sponsors shall promptly provide written notification to the Government, and the Non-Federal Sponsors shall begin operation and maintenance of that work. The Non-Federal Sponsors shall furnish the Government with the OMRR&R Manual, developed in consultation with the Government, for the Non-Federal Work and a copy of as-built drawings for completed work.

H. The Non-Federal Sponsors may request that the Government perform or obtain, on behalf of the Non-Federal Sponsors, real property interests, relocations, or disposal area improvements. Such requests shall be in writing and shall describe the items requested to be performed or obtained. If in its sole discretion the Government elects to perform or obtain the requested items or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs of the items performed or obtained by the Government under this paragraph and shall pay all such costs in advance and using a method described in paragraph D.1. of this Article. If additional funds are required to complete the requested work, the Non-Federal Sponsors shall provide the additional funds within 60 days of a written request by the Government. Notwithstanding the Government performing or obtaining items as specified in this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for any costs of cleanup and response in accordance with Article III of this Agreement.

I. The Non-Federal Sponsors, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project in a manner compatible with the authorized purposes of the Project in accordance with applicable Federal laws and the OMRR&R Manuals, and any subsequent modifications thereto.

1. The Non-Federal Sponsors hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-

Federal Sponsors now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purposes.

2. If the Government determines that the Non-Federal Sponsors are failing to perform their responsibilities under this Agreement and the Non-Federal Sponsors do not correct such failures within a reasonable time after notification by the Government, the Government may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project necessary to the functioning of the project for its authorized purposes. In determining whether the Non-Federal Sponsors are correcting such failures within a reasonable time, the Government shall consider, with respect to the P3 Work, the Non-Federal Sponsors' rights to remedy such failures under their P3 contracts. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsors of their responsibilities under this Agreement, or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

J. Not less than once each year the Non-Federal Sponsors shall inform affected interests of the extent of protection afforded by the Project.

K. The Non-Federal Sponsors shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

L. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsors shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement, and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsors shall provide an information copy of the plan to the Government.

M. The Non-Federal Sponsors shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

N. The Non-Federal Sponsors shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of protection the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

O. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for

participation on the Project Coordination Team shall not be included in the construction costs but shall be included in calculating the Federal Participation Amount. The Non-Federal Sponsors' costs for participation on the Project Coordination Team shall not be included in the construction costs and shall be paid solely by the Non-Federal Sponsors.

P. Except as provided in Article V.B., the Non-Federal Sponsors shall not be entitled to any reimbursement for costs they incur in performing their responsibilities under this Agreement.

ARTICLE III - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsors shall be responsible, as among the Government and the Non-Federal Sponsors, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsors without reimbursement by the Government or inclusion of such costs in the construction costs.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsors fail to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this Article upon direction by the Government, the Government may suspend or

terminate construction of the Federal Work but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. The Non-Federal Sponsors and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As among the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE IV – CALCULATION OF CONSTRUCTION COSTS

A. As of the effective date of this Agreement, construction costs are projected to be \$1,912,261,000; with the Government's share of construction costs consisting of the Federal Participation Amount of \$450,000,000 and an estimated \$29,008,000 in Federal funds obligated pursuant to the Design Agreement; and the Non-Federal Sponsors' share of construction costs projected to be \$1,433,253,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsors.

B. The Government shall track construction costs, the Federal Participation Amount, and the funds provided by the Non-Federal Sponsors for construction of the Project. The Government will make future annual adjustments for inflation on the remaining balance of the Federal Participation Amount and the 5 percent contribution of funds consistent with the methodology used by the Government to update construction costs for inflation.

C. The Non-Federal Sponsors shall provide the Government with documentation of construction costs incurred for the Non-Federal Work no less frequently than on a bi-annual basis, to the maximum extent practicable. Such documentation may include invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees; and eligible payments for real property interests, including appraisals, and eligible incidental acquisition costs. The Government may audit any costs in accordance with Article VIII to determine reasonableness, allocability, and allowability.

ARTICLE V – ACCOUNTING

A. The Government shall provide the Non-Federal Sponsors with bi-annual reports setting forth the estimated construction costs; costs incurred by the Government, identifying both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided to the Government by the Non-Federal Sponsors to date; the estimated amount of any real property interests, relocations, disposal area improvements, and investigations for hazardous substances provided or performed by the Non-Federal Sponsors and costs incurred to date; the estimated cost of any construction by the Non-Federal Sponsors, and costs incurred to date; and the estimated amount of funds required by the Government from the Non-Federal Sponsors during the upcoming fiscal year.

B. Upon conclusion of construction of the Project and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. In the event the final accounting determines that the Federal Participation Amount was not reached, the Government, subject to the availability of funds, shall pay the Non-Federal Sponsors the amount necessary to reach the Federal Participation Amount. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay all costs in excess of the Federal Participation Amount, including costs of contract claims or any other liability that may become known after the final accounting.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII – HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Project shall not be included in the construction costs, but shall be included in calculating the Federal Participation Amount.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors both act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. No party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - TERMINATION OR SUSPENSION

A. If the Non-Federal Sponsors fail to provide the required real property interests, relocations, and disposal area improvements or contribution of funds for construction of the Federal Work as needed and such failure is not resolved in a reasonable period of time, then the Government may suspend or terminate further construction of such work under this Agreement, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Federal Work are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsors in writing, and upon exhaustion of such funds, the Government shall suspend construction until there are

sufficient funds appropriated by the Congress or provided by the Non-Federal Sponsors to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article III.

D. In the event of termination, the Government shall conclude activities relating to construction the Federal Work and may reserve a percentage of available funds as a contingency to pay the costs of termination, including resolution of contract claims and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsors shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

Mayor of Fargo
200 Third Street North
Fargo, North Dakota 58102-4809

Mayor of Moorhead
500 Center Avenue
PO Box 779
Moorhead, Minnesota 56561-0779

Chair and Executive Director, Metro Flood Diversion Authority
Box 2806
211 Ninth Street South
Fargo, North Dakota 58108-2806

If to the Government:

District Engineer
St. Paul District, U.S. Army Corps of Engineers
180 Fifth Street East, Suite 700
St. Paul, Minnesota 55101-1678

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

ARTICLE XII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIV – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

BY: 
JO-ELLEN DARCY
Assistant Secretary of the Army
(Civil Works)

DATE: 7/11/16

CITY OF FARGO, NORTH DAKOTA

BY: 
TIMOTHY J. MAHONEY
Mayor
City of Fargo, North Dakota

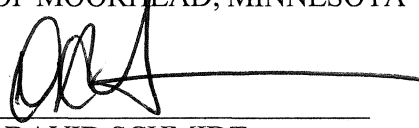
DATE: 7/11/16

CITY OF MOORHEAD, MINNESOTA

BY: 
DEL RAE WILLIAMS
Mayor
City of Moorhead, Minnesota

DATE: 7-11-16

CITY OF MOORHEAD, MINNESOTA

BY: 
DAVID SCHMIDT
Interim City Manager
City of Moorhead, Minnesota

DATE: 07/11/2016

METRO FLOOD DIVERSION AUTHORITY

BY: 
DARRELL VANYO
Chair
Metro Flood Diversion Authority

DATE: 7-11-16

BY: 
BRUCE GRUBB
Deputy Executive Director
Metro Flood Diversion Authority

DATE: 7/11/16

BY: 
KEITH BERNDT
Deputy Executive Director
Metro Flood Diversion Authority

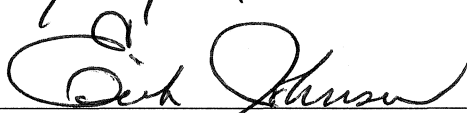
DATE: 7/11/16

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the City of Fargo, North Dakota, that the City of Fargo, North Dakota, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Fargo, North Dakota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

11th day of July 2016.

A handwritten signature in black ink, appearing to read "Erik Johnson", is written over a horizontal line.

ERIK JOHNSON
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Moorhead, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
11th day of July 2016.



JOHN SHOCKLEY
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the Metro Flood Diversion Authority, that the Metro Flood Diversion Authority, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Metro Flood Diversion Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
11th day of July 2016.



JOHN SHOCKLEY
General Counsel, Metro Flood Diversion Authority

CERTIFICATION REGARDING LOBBYING

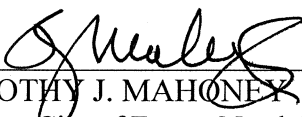
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



TIMOTHY J. MAHONEY
Mayor, City of Fargo, North Dakota

DATE: July 11, 2016

CERTIFICATION REGARDING LOBBYING

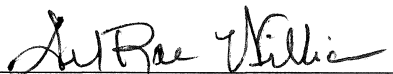
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



DEL RAE WILLIAMS
Mayor, City of Moorhead, Minnesota

DATE: 7/11/16

CERTIFICATION REGARDING LOBBYING

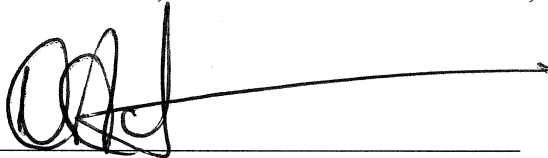
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A handwritten signature in black ink, appearing to read 'DS', is written over a horizontal line.

DAVID SCHMIDT
Interim City Manager, City of Moorhead, Minnesota

DATE: 07/11/2016

CERTIFICATION REGARDING LOBBYING

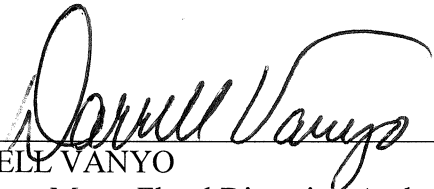
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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DARRELL VANYO
Chairman, Metro Flood Diversion Authority

DATE: 7-11-2016

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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BRUCE GRUBB
Deputy Executive Director
Metro Flood Diversion Authority

DATE: 2/11/16

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



KEITH BERNDT
Deputy Executive Director
Metro Flood Diversion Authority

DATE: 7/11/16

AMENDMENT NUMBER 1
TO
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA, AND
THE METRO FLOOD DIVERSION AUTHORITY
FOR
CONSTRUCTION
OF THE
FARGO-MOORHEAD METROPOLITAN AREA
FLOOD RISK MANAGEMENT PROJECT

THIS AMENDMENT NUMBER 1 is entered into this 19th day of March, 2019, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for St. Paul District; and the City of Fargo, North Dakota, represented by its Mayor; the City of Moorhead, Minnesota, represented by its Mayor and City Manager; and the Metro Flood Diversion Authority, represented by its Chair and two Co-Deputy Executive Directors (hereinafter collectively referred to as the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsors entered into a Project Partnership Agreement on July 11, 2016 (hereinafter the “Agreement”), for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (hereinafter the “Project”);

WHEREAS, based on proposed modifications to the alignment of the Southern Embankment and to increase flows through the Fargo-Moorhead Metropolitan Area, the Government and Non-Federal Sponsors agree to amend the Agreement to reflect the increased projected construction costs and to increase the Federal Participation Amount; and

WHEREAS, the parties agree that “Federal Participation Amount”, as defined in Article I.J., will be increased to \$750,000,000 in October 2015 dollars, with annual adjustments for inflation of the remaining balance.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree to amend the Agreement as follows:

1. Insert before the existing Sixth Whereas Clause the following:

“Whereas, based on changes since execution of the Agreement that include modification of the Southern Embankment alignment and increasing flows through the Fargo-Moorhead Metropolitan Area, the Government and Non-Federal Sponsors agreed to amend the Agreement to reflect the increased projected construction costs and to increase the Federal Participation Amount from \$450,000,000 to \$750,000,000;”

2. In the existing Sixth Whereas Clause, replace “\$450,000,000” with “\$750,000,000”.

3. In Article I.A., before the period insert “and the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019 and approved by the District Engineer on February 28, 2019, with modifications as provided in the Engineering Documentation Report, dated February 2019 and approved by the District Engineer on February 28, 2019”.

4. In Article I.J., replace “\$450,000,000” with “\$750,000,000”.

5. In Article IV.A., replace the first sentence with the following:

“As of the effective date of Amendment Number 1, construction costs are projected to be \$2,841,062,000 in October 2018 dollars; with the Government’s share of construction costs consisting of the Federal Participation Amount of \$804,750,000 in October 2018 dollars (\$750,000,000 in October 2015 dollars) and an estimated \$29,008,000 in Federal funds obligated pursuant to the Design Agreement; and the Non-Federal Sponsors’ share of construction costs projected to be \$2,007,304,000 in October 2018 dollars.”

6. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF FARGO, NORTH DAKOTA

BY: 
SAMUEL L. CALKINS
Colonel, U.S. Army
District Commander

BY: 
TIMOTHY J. MAHONEY
Mayor
City of Fargo, North Dakota

DATE: 3/19/2019

DATE: 3/19/2019

CITY OF MOORHEAD, MINNESOTA

BY: 
JOHNATHAN JUDD
Mayor
City of Moorhead, Minnesota

DATE: 03/19/2019

CITY OF MOORHEAD, MINNESOTA

BY: 
CHRISTINA M. VOLKERS
City Manager
City of Moorhead, Minnesota

DATE: 3/19/2019

METRO FLOOD DIVERSION AUTHORITY

BY: 
MARY SCHERLING
Chair
Metro Flood Diversion Authority

DATE: 3/19/2019

BY: 
MICHAEL J. REDLINGER
Co-Deputy Executive Director
Metro Flood Diversion Authority

DATE: 3/19/19

BY: 
ROBERT W. WILSON
Co-Deputy Executive Director
Metro Flood Diversion Authority

DATE: 3/19/19

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the City of Fargo, North Dakota, that the City of Fargo, North Dakota, is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement dated July 11, 2016 as amended by Amendment Number 1 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Amendment Number 1 on behalf of the City of Fargo, North Dakota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 19th day of March, 2019.

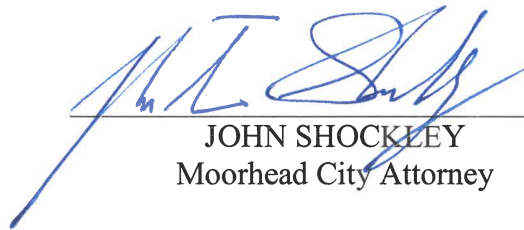
A handwritten signature in black ink, appearing to be 'EJ' with a large loop, positioned above a horizontal line.

ERIK JOHNSON
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota, is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement dated July 11, 2016 as amended by Amendment Number 1 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Amendment Number 1 on behalf of the City of Moorhead, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 19th day of March, 2019.



JOHN SHOCKLEY
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the Metro Flood Diversion Authority, that the Metro Flood Diversion Authority, is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement dated July 11, 2016 as amended by Amendment Number 1 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Amendment Number 1 on behalf of the Metro Flood Diversion Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 19th day of March, 2019.



JOHN SHOCKLEY
General Counsel, Metro Flood Diversion Authority

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



TIMOTHY J. MAHONEY
Mayor, City of Fargo, North Dakota

DATE: 3/19/19

CERTIFICATION REGARDING LOBBYING

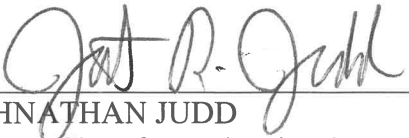
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JOHNATHAN JUDD
Mayor, City of Moorhead, Minnesota

DATE: 03/19/2019

CERTIFICATION REGARDING LOBBYING

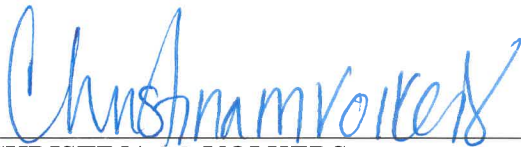
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CHRISTINA M. VOLKERS

City Manager, City of Moorhead, Minnesota

DATE: 3/19/2019

CERTIFICATION REGARDING LOBBYING

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(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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MARY SCHERLING
Chair, Metro Flood Diversion Authority

DATE: 3/19/2019

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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MICHAEL J. REDLINGER
Co-Deputy Executive Director
Metro Flood Diversion Authority

DATE: 3/19/19

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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ROBERT W. WILSON
Co-Deputy Executive Director
Metro Flood Diversion Authority

DATE: 3/19/19

AMENDMENT NO. 2
TO
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA, AND
THE METRO FLOOD DIVERSION AUTHORITY
FOR
CONSTRUCTION
OF THE
FARGO-MOORHEAD METROPOLITAN AREA
FLOOD RISK MANAGEMENT PROJECT

THIS AMENDMENT NUMBER 2 is entered into this 29 day of APRIL, 2026, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the St. Paul District; and the City of Fargo, North Dakota, represented by its Mayor; the City of Moorhead, Minnesota, represented by its Mayor and City Manager; and the Metro Flood Diversion Authority, represented by its Chair and Executive Director (hereinafter collectively referred to as the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsors entered into a Project Partnership Agreement on July 11, 2016 (hereinafter the "Agreement"), for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (hereinafter the "Project");

WHEREAS, the Project Partnership Agreement was amended on March 19, 2019, to increase the Federal Participation Amount to \$750,000,000 in October 2015 dollars, with annual adjustments for inflation of the remaining balance;

WHEREAS, the Energy and Water Development and Related Agencies Appropriations Act, 2026 requires the Government to make advance payments to the Non-Federal Sponsors of appropriations made available to the Project prior to enactment of the Act on January 23, 2026, subject to consultation with the Non-Federal Sponsors and retaining sufficient amounts for the Government to carry out any of its responsibilities relating to the Project; and

WHEREAS, the Energy and Water Development and Related Agencies Appropriations Act, 2026 requires that any advance payments be credited toward the Federal Participation Amount and that the Agreement be amended to implement any advance payments and credits; and

WHEREAS, the Non-Federal Sponsors have requested to design and construct the remaining aquatic habitat mitigation required for the Project, including the Sheyenne River Mitigation Project;

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree to amend the Agreement as follows:

1. In Article I—DEFINITIONS, amend paragraph A by inserting the following before the period:

“and the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated May 2024 and approved by the District Engineer on May 1, 2024.”

2. In Article I—DEFINITIONS, amend paragraph B by deleting the current paragraph and replacing it with the following language:

“B. The term “Non-Federal Work” means that portion of the Project consisting of an approximately 30 mile 20,000 cubic feet per second (cfs) diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; associated railroad bridges; the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the diversion channel and associated structures for the diversion channel; aquatic habitat mitigation remaining as of the date of Amendment Number 2, including the Sheyenne River Mitigation Project, the design of all aquatic habitat mitigation shall be approved by the Government and be constructed by October 1, 2029; and applicable pre- and post-monitoring and adaptive management for the Project.

3. In Article V—ACCOUNTING, add a new paragraph B:

“B. By June 5, 2026, the Government shall make an advance payment to the Non-Federal Sponsors in the amount of \$100,000,000. No later than 60 days after receipt of the advance payment specified in the previous sentence, the Non-Federal Sponsors shall pay to the Government the estimated remaining amount due of the 5 percent of the total FC Plan costs required by Article II.D. This amount is \$17,707,997 and shall be paid using one of the payment mechanisms specified in Article II.D.1. Commencing on July 1, 2027, the Government, no later than August 1st in each and every subsequent fiscal year and after consultation with the Non-Federal Sponsors, shall determine whether any additional funds appropriated prior to January 23, 2026, will not be required for the Government to carry out any of its responsibilities related to the Project. The Government shall make advance payment(s) to the Non-Federal Sponsors of those funds, if any. Per the request of the Non-Federal Sponsors, advance payment(s) will be made to the Fiscal Agent for the Metro Flood Diversion Authority. Any payment made to the Non-Federal Sponsors pursuant to this paragraph shall be credited to the Federal Participation Amount when determining if the

Federal Participation Amount was reached at the final accounting as specified in paragraph C. of this Article. If a payment is made to the Non-Federal Sponsors pursuant to this paragraph, and the Government determines additional funds are required to carry out a responsibility of the Government related to the Project, the Government will provide written notification to the Non-Federal Sponsors of the additional funds required. No later than 60 calendar days after receipt of such notification, the Non-Federal Sponsors shall provide the Government the full amount of such requested funds using one of the payment mechanisms specified in Article II.D.1.

4. Article V—ACCOUNTING, re-letter paragraph B as paragraph C.
5. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF FARGO, NORTH DAKOTA

BY: 
MATTHEW B. CHASE
Colonel, U.S. Army
District Commander

BY: 
DR. TIMOTHY J. MAHONEY
Mayor
City of Fargo, North Dakota

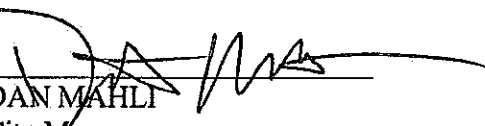
DATE: April 29, 2026

DATE: April 28, 2026

CITY OF MOORHEAD, MINNESOTA

CITY OF MOORHEAD, MINNESOTA

BY: 
MICHELLE (SHELLY) A. CARLSON
Mayor
City of Moorhead, Minnesota

BY: 
DAN MAHLI
City Manager
City of Moorhead, Minnesota

DATE: April 28, 2026

DATE: April 28, 2026

METRO FLOOD DIVERSION
AUTHORITY

BY:


DR. TIMOTHY J. MAHONEY
Chair
Metro Flood Diversion Authority

DATE: April 28, 2026

METRO FLOOD DIVERSION
AUTHORITY

BY:


JASON BENSON
Executive Director
Metro Flood Diversion Authority

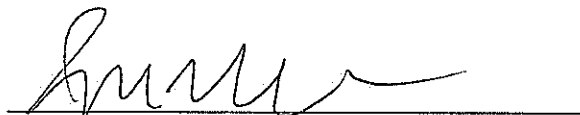
DATE: April 28, 2026

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CERTIFICATE OF AUTHORITY

I, Ian McLean, do hereby certify that I am the principal legal officer for the City of Fargo, North Dakota, that the City of Fargo, North Dakota, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the City of Fargo, North Dakota, acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
22 day of April 2026.

A handwritten signature in black ink, appearing to read 'Ian McLean', is written over a horizontal line.

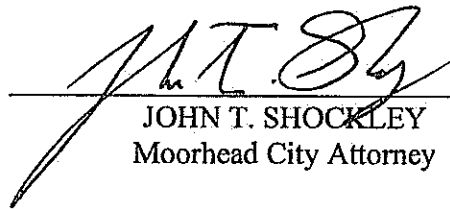
IAN MCLEAN
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John T. Shockley, do hereby certify that I am the principal legal officer for the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who executed this Amendment on behalf of the City of Moorhead, Minnesota, acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

28th day of April, 2026.



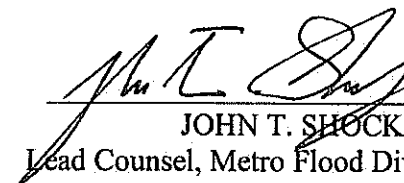
JOHN T. SHOCKLEY
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, John T. Shockley, do hereby certify that I am the principal legal officer for the Metro Flood Diversion Authority, that the Metro Flood Diversion Authority, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who executed this Amendment on behalf of the Metro Flood Diversion Authority acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

28th day of April, 2026.



JOHN T. SHOCKLEY
Lead Counsel, Metro Flood Diversion Authority

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



DR. TIMOTHY J. MAHONEY
Mayor, City of Fargo, North Dakota

DATE: April 28, 2026

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MICHELLE (SHELLY) A. CARLSON
Mayor, City of Moorhead, Minnesota

DATE: April 28, 2026

CERTIFICATION REGARDING LOBBYING

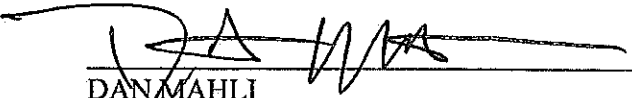
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DAN MAHLI
City Manager, City of Moorhead, Minnesota

DATE: April 28, 2026

CERTIFICATION REGARDING LOBBYING

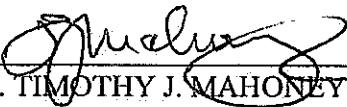
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DR. TIMOTHY J. MAHONEY
Chair, Metro Flood Diversion Authority

DATE: April 28, 2026

CERTIFICATION REGARDING LOBBYING

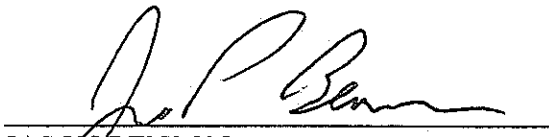
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JASON BENSON
Executive Director
Metro Flood Diversion Authority

DATE: April 28, 2026



FARGO MOORHEAD DIVERSION PROJECT

MONTHLY UPDATE

14 Oct 2026

Ongoing Construction

1 Red River Structure (RRS)

Structure includes 3-50 ft. wide Tainter gates. Construction is 99% complete. Final punch list items being addressed and turnover to Sponsors for OMRRR date is to be determined.

2 Reach SE-2B

99% complete. Contractor addressing punch list items. Final inspection pending. Completion date is 23 October 2026.

3 Reach SE-3

92% complete. Hwy 81 road repair ongoing and involves excavation and replacement of road embankment, flattening side slopes, repaving, and adding/replacing box culvert sections. Reopening date is TBD and weather dependent. Contract completion date is 19 October 2026.

4 Reach SE-4

85% complete. Topsoiling and seeding ongoing. Contractor resurfacing 130th Ave S. up and over. Contract completion date is 20 October 2026.

5 Reach SE-5

77% complete. Soil-cement placement is complete. Anticipate 180th being fully open on 21 October. Contract completion date is 31 October 2026.

Ongoing Mitigation

6 Forest Mitigation

Three Contracts. Planting/maintenance ongoing. Completion dates are December 2028.

7 Drain 27 Wetland Mitigation Project Plantings

Native plantings 5-year contract for wetland establishment. Completion date is 2 December 2027.

Operations, Maintenance, Repair, Replacement, Rehabilitation (OMRRR)

8 Reach SE-1B

Turnover to MFDA occurred on 14 September 2026. Turf maintenance ongoing.

9 Wild Rice River Structure (WRRS)

Turnover to MFDA occurred on 20 July 2026.

10 Diversion Inlet Structure (DIS)

Turnover to MFDA occurred on 15 June 2026.

11 OHB Reach 43-B Ring Levee

Turnover to MFDA occurred on 29 December 2025. Turf maintenance ongoing.

12 I-29 Raise

Turnover to MFDA occurred on 20 December 2025.

13 Drayton Dam Mitigation Project

Turnover to MFDA occurred on 28 Nov 2023.

14 Reach SE-1

Turnover to MFDA occurred on 29 December 2022.



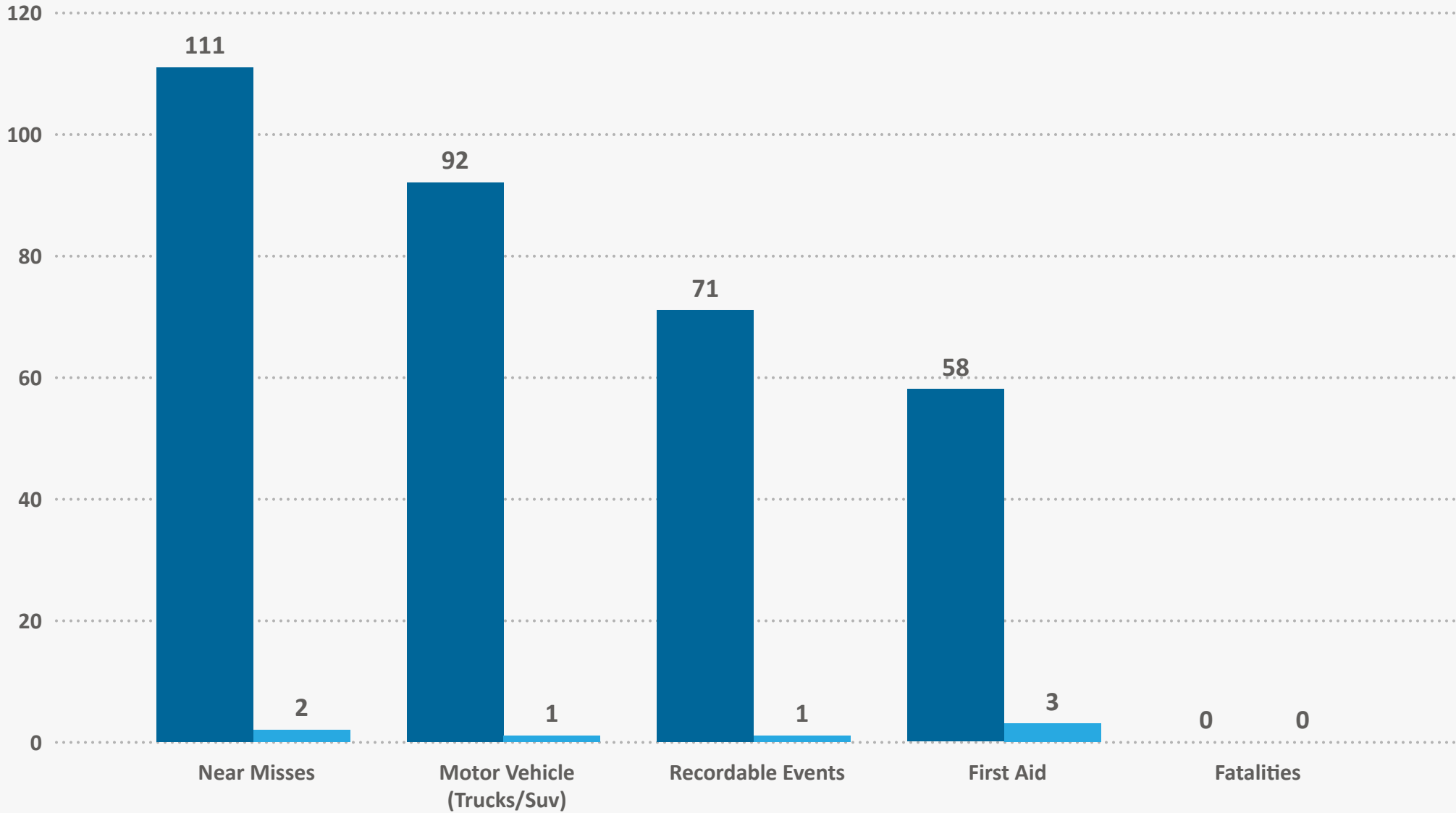
Board Packet 2026-10-22 Page 132 of 178

FM Area Diversion Safety Statistics - September 2026

Current Reporting Period: September 1 - September 30

Developer Led Projects

● Sum to Date ● Sum of Current Reporting Period



City of Fargo Led Projects

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

Authority Led Projects

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

PMC P3 SUMMARY REPORT FOR SEPTEMBER 2026

Issue Date – October 12, 2026

PROGRESS

Construction of the SWDCAI is approximately 95.0%¹ complete based on Earned Value from RRVA's latest Schedule Submittal.

The work during the reporting period is summarized below:

- **General:** The Developer failed to meet all the conditions required to achieve Substantial Completion by the Project Substantial Completion Date of the end of September including completion of physical work as more fully described below. The Developer has advised the Authority that it is likely to meet all the conditions by January 21, 2027.
- **Aqueducts:** Maple River Aqueduct: The north and south approach pads and barriers were completed at the spillway. Overhangs were removed from the spillway maintenance road bridge. Site clean-up of Conex boxes and construction debris continued. Mounting brackets and cladding were installed to the vertical lift gate structure. Lifting eyes, cables and rollers continued to be installed to the vertical lift gate and then it was tested. Paint was touched up. Electrical covers were installed to the e-house and compressor building, and conduits were run in the vertical gate lift structure. Control panels, smoke detectors, fire alarm switches, permanent wires and lighting were installed throughout the Structure, along with smoke detectors. Fencing, pedestrian railings and barrier railings were placed on the wingwalls, maintenance bridges and the spillway. A concrete collar was formed around the cracked collars on the Bypass pump conduits. Power washing and Texcote application to the maintenance road bridge continued. Drain rock, straw wattles and riprap were placed at the spillway. Preparations continued to address the seepage deficiencies to the river wingwalls. Sheyenne River Aqueduct: Welding of the vertical lift gate continued including cross bracing. Sheeting and cladding of the vertical lift gate structure continued, along with fire wall and conduit installation. Control panels and hoist wires were installed in the lift house, along with control panels, smoke detectors, fire alarm switches, pulling permanent wires and installing lighting throughout the Structure. The north approach slab and single slope barriers were placed in the spillway and demobilization commenced of this area. Excavation continued to the spillway engineered channel, followed by bedding and riprap placement. Temporary measures are in place to reduce seepage to the river wingwalls while a permanent solution is developed. A permanent solution to the voids caused by seepage is being developed. The flap gates were installed on the maintenance bypass conduits along with the stop log gantries and hoists; and the vertical lift gates, stop logs and maintenance bypasses were tested. Pedestrian and barrier rails continued to be installed. Site clearance continued to allow main channel excavation. The fire suppression systems were installed in the compressor room and the e-house. Epoxy coated rebar and formwork was installed for south barrier on the west abutment. Cylindrical piles were driven and capped for the ice retention structure, and rip rap excavation and placement commenced. Texcote application continued at the spillway.
- **Stormwater Diversion Channel:** Reach 03: Clean up continued around CR 81, I-29 and BNSF Hillsboro Crossings. Reach 04: A final walkthrough was completed noting some major items. Reach 06: Main channel work around the BNSF Prosper Crossing was completed, Placement and grading of earthwork continued for the left EMB. Topsoil was placed and seeding continues throughout the reach. Reach 07: A final walkthrough was completed, and several significant items were added to the Punch List.. Reach 08: Excavation of the main channel and stockpiles, and placement in the left EMB continued. Topsoil was spread on the EMBs and around the BNSF KO Crossing. Areas of sluffing were repaired. New culverts were installed adjacent to the BNSF track. Areas of EMB that had been incorrectly extended were removed. Reach 09: Grading of toe ditches and local drainage continued along with associated topsoiling. Preparations commenced for an additional layer of levee fill. Reach 10: Topsoiling, seeding and tree planting continued. Reach 11: Main channel excavation continued, along with toe ditches and local drainage. Topsoiling and seeding continued Reach 12: Topsoil stripping and placement, toe ditches and local drainage work continued. Reach

¹ Note: Overall Percent Complete is based on the RRVA August 2026 PSSU submitted on September 15, 2026, and is calculated based on Earned Value (EV).

13: The main channel excavation and placement on the levee and right and left EMBs continued. A sand lens was discovered, excavated and backfilled. Topsoil was stripped and placed.

- **Interstate Crossing:** I-29 Northbound and Southbound Crossings: Fenceposts were installed for chain link fencing around the abutments. A further 'final' walkthrough was completed and some items added to the Punch List. Further testing and remedial work is required to the expansion joints. Crack sealing was carried out behind the guard rails. Regrading and seeding of the median were completed. I-94: The incorrectly installed EMB extensions were removed. Signage punch list items were corrected.
- **County and Township Road Crossings:** CR 81 Crossing: Punch list items continue to be addressed. CR 10 connection to landlocked parcels: Plugs were removed allowing water through the culverts. A walkthrough was completed and several items added to the Punch List. 32nd Avenue Crossing: Riprap was placed around the pier pile caps. 52nd Avenue Crossing: Fine and coarse granular materials were placed along the wing walls. CR 16/17 Crossing: Rip rap was pulled back to expose structure for Texcote to one foot below finished grade.
- **Diversion Outlet**: Sediment and debris were removed from downstream of the rock ramp. The NCR for the rock ramp is still awaiting a solution.
- **Hydraulic Structures:** Lower Rush River Inlet: Temporary measures were taken to address ponding awaiting final remediation. Raymond North Drain Inlet: A walkthrough was completed and several items were added to the Punch List including seeding, riprap placement and Texcote application. Drain 14C Drain Inlet: Final grading, seeding and rip rap works were completed. Mapleton Section 24 Drain Inlet: A 'final' walkthrough was completed and several items added to the punch list including topsoil and flap gates, which were addressed. Drain 21C Drain Inlet: A 'final' walkthrough was carried out and several items added to the punch list including low spots in the channel and poor grading. Topsoil and riprap punch list items were addressed.
- **Local Drainage**: final grading was carried out across multiple reaches.
- **Railroad Crossings:** BNSF Hillsboro Crossing: Gate posts were installed. BNSF Prosper Crossing: Punch list items including filling of bug holes, Texcote repairs and girder crack repairs continued. Fencing work continued. BNSF K.O. Railroad Crossing: Shoofly removal continues. Abutment drain installation continued. Topsoil tidy-up commenced.
- **Access and Security**: Placement of aggregate and installation of French drains on the maintenance road/trails continued in most reaches.
- **Authority Administration Building (AAB)**: The final walk through was successfully completed. HVAC testing and balancing continued. Finishing and touch up work continued to electrical, mechanical, plumbing, paintwork and windows. Seeding work was completed. All trades were working on punch list items. Security key fob training was completed.

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 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. Quality Management Plans are being updated for the Operating Period.

The Developer's program continues to slip to the right, resulting in the Interim Completion schedule becoming severely compressed and challenging on resources both for the Authority and the Developer.

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
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_LLC-NCR-00207 and RRVA_LLC-NCR-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 are working to appoint a new chair of the Financial Dispute Review Board.

COMMERCIAL

Compensation and Relief Events

By the end of September 2026, RRVA had submitted notices of 34 (thirty-four) Compensation Events and 4 (four) 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 32 (thirty-two) Authority-initiated change requests (ACRs) through the end of the reporting period. 19 (nineteen) 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. 5 (five) ACRs were withdrawn and 8 (eight) were resolved via the Statement of Principles. A summary of the ACRs is in *Attachment C – Authority Change Requests*.

There were 63 (sixty-three)² developer-initiated change requests (DCRs) through the end of the reporting period. 38 (thirty-eight) 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 Project Status Schedule (PSSU) update on September 15, 2026, for the month of August 2026 (01-Sep-26 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 1,832 changes from the PSSU 2026 July submitted on August 14, 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 January 20, 2027, which differs from the July 2026 PSSU Project Substantial Completion Date by fifty six days (November 25, 2026), and PBS3-R2 Project Substantial Completion Date by one hundred and eleven days (October 1, 2026). The approved PBS Project Substantial Completion Date (Scheduled Project Substantial Completion Date) is October 1, 2026.

PBS3-R2 was accepted contingent upon all the stated conditions being satisfied in the SOP.

Invoicing and Payment

BNSF submitted 191 invoices through the month of September 2026 totaling \$22,362,457.53. These have been forwarded to the Developer for payment for work performed by BNSF and its subcontractors at the Prosper, Hillsboro and KO locations. For the month of September, 183 of the 191 were paid for a total of \$ 22,044,828.80. The unpaid amount falls within the 60-day turnaround period. The BNSF Construction and Maintenance Agreement (C&M Agreement) between the Authority and BNSF is considered a "Third Party Agreement" as administered under Section 11 of the Project Agreement. Therefore, the invoices received by the Authority are transmitted to the Developer for payment directly to BNSF within 60 days of the invoice date according to Section 7 of the C&M Agreement. Future invoices received will be handled in a like manner. There are no overdue amounts as of the end of September.

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 September 2026		
Cost Type	Amount	Notes
Series A Advance Payments	\$213,803,406.40	See Table 1 Below
Series B Interim Completion Payments	\$ 31,938,362.20	See Table 2 Below

² The Developer has submitted a draft DCR concerning a change to the requirements line item 3.03.10 of Attachment 4-1 concerning Chip Sealing. This is currently under review by the Authority.

Summary of all Payments to the Developer through September 2026		
Cost Type	Amount	Notes
Full ICE Payments	\$49,690,752.00	See Table 3 Below
Contingency SoP Section 22 Payments	\$32,000,000.00	\$5,000,000 was paid 14-May for Design Certificate and Construction Certificate for Buildable Units M35, Y35, G35, and R36 for the NDDOT Bridges
Contingency ACRs	\$ 7,509,853.03	(see Attachment C)
Contingency DCRs	\$3,712,553.80	(See Attachment D)
DRB Members (50% share)	\$154,420.34	Includes Polsinelli PC and Allegro Const. Services cost share.
Grand Total	\$338,809,347.77	

Table 1 - Series A - Additional Milestone <u>Advance</u> Payments				
Description	Pay Unit	Amount	Status	Date Paid
Diversion Channel Reach 2	4	\$13,018,175.20	Paid	17-Jun-25
Drain Inlet associated with Legal Drain 29	11	\$1,373,906.40	Paid	17-Jun-25
Drain Inlet associated with Legal Drain 30	12	\$2,554,404.80	Paid	31-Jul-25
Diversion Channel Reach 1	3	\$18,459,476.80	Paid	6-Aug-25
Diversion Channel Reach 1	2	\$11,322,074.40	Paid	6-Aug-25
CR 32 Crossing	26	\$6,662,244.80	Paid	18-Aug-25
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	\$7,211,620.80	Paid	18-Aug-25
CR 20 Crossing	55	\$5,187,908.00	Paid	18-Aug-25
CR 10 Crossing	54	\$5,267,792.00	Paid	18-Aug-25
38th Street W Crossing and improvements	57	\$5,205,660.00	Paid	18-Aug-25
CR 22 Crossing	25	\$4,789,423.20	Paid	15-Sep-25
Drain Inlet associated with Legal Drain for Berlin Township	14	\$3,406,494.40	Paid	5-Dec-25
Removal of the BNSF Hillsboro Subdivision Line Crossing Shoofly	31	\$1,358,017.60	Paid	16-Dec-25
Removal of the BNSF Prosper Subdivision Line Crossing Shoofly	34	\$1,020,732.00	Paid	16-Dec-25
Division Outlet	1	\$5,875,866.40	Paid	14-Jan-26
Diversion Channel Reach 5	7	\$30,073,898.40	Paid	27-Jan-26
Diversion Inlet Structure Tie-In	47	\$7,625,964.80	Paid	24-Feb-26
Drain Inlet associated with Legal Drain for Raymond Township South	17	\$2,545,528.80	Paid	3-Mar-26
Removal of the BNSF KO Eastbound Shoofly	37	\$1,109,491.20	Paid	14-May-26
32 nd Ave Crossing	56	\$5,187,908.00	Paid	19-May-26
Removal of the BNSF KO Westbound Shoofly	40	\$1,109,491.20	Paid	20-May-26
I-29 Northbound Bridge	21	\$8,898,979.20	Paid	10-Jun-26
I-29 Southbound Bridge	22	\$8,898,979.20	Paid	22-Jun-26
CR6 Crossing	53	\$5,187,908.00	Paid	10-Jun-26
CR14 Crossing	60	\$5,751,408.00	Paid	10-Jun-26
I-94 Eastbound	23	\$8,801,344.00	Paid	26-Jun-26
I-94 Westbound	24	\$8,801,344.00	Paid	26-Jun-26
Drain Inlet associated with Legal Drain for Raymond Township north	16	\$2,554,404.80	Paid	26-Jun-26

Table 1 - Series A - Additional Milestone <u>Advance</u> Payments				
Description	Pay Unit	Amount	Status	Date Paid
CR 16/17 Crossing	48	\$5,267,792.00	Paid	30-Jun-26
52nd Ave. Crossing	59	\$4,395,821.60	Paid	26-Jun-26
Drain 14B	18	\$2,865,062.40	Paid	29-Jul-26
Drain 50	51	\$2,554,404.80	Paid	15-Jul-26
Drain 21C	50	\$2,554,404.80	Paid	5-Aug-26
Authority Administration Building (AAB)	60	\$6,905,474.40	Paid	15-Sept-26
	Total	\$213,803,406.40		

Table 2 - Series B – Interim Completions				
Description	Pay Unit	Amount	Status	Date Paid
Drain Inlet associated with Legal Drain 29	11	\$343,476.60	Paid	16-Oct-25
Drain Inlet associated with Legal Drain 30	12	\$638,601.20	Paid	16-Dec-25
CR 32 Crossing	26	\$1,665,561.20	Paid	24-Dec-25
CR 20 Crossing	55	\$1,296,977.00	Paid	6-Jan-26
Diversion Channel Reach 2	4	\$3,254,543.80	Paid	14-Jan-26
Combined CR 4 and CR 31 Crossing and Collector Roadway Improvements	28	\$1,802,905.20	Paid	14-Jan-26
Drain Inlet associated with Legal Drain for Berlin Township	14	\$851,623.60	Paid	26-Jan-26
CR10 Crossing	54	\$1,316,948.00	Paid	13-Feb-26
Diversion Channel Outlet	1	\$1,468,966.60	Paid	24-Apr-26
Diversion Channel Reach 5	7	\$7,518,474.60	Paid	22-May-26
Diversion Channel Reach 1	3	\$4,614,869.20	Paid	10-Jun-26
Diversion Channel Reach 1	2	\$2,830,518.60	Paid	15-Jun-26
Diversion Inlet Structure Tie-In	47	\$1,906,491.20	Paid	22-Jun-26
Removal of the BNSF Hillsboro Subdivision Line Crossing Shoofly	31	\$339,504.40	Paid	29-Jul-26
Removal of the BNSF Prosper Subdivision Line Crossing Shoofly	34	\$255,183.00	Paid	29-Jul-26
CR 22 Crossing	25	\$1,197,335.80	Paid	5-Aug-26
Drain Inlet associated with Legal Drain for Raymond Township South	17	\$636,382.20	Paid	25-Aug-26
	Total	\$ 31,938,362.20		

Table 3 – Full Interim Completion Payments				
Description	Pay Unit	Amount	Status	Date Paid
BNSF KO Shoofly East Bound Crossing	35	\$3,472,708.00	Paid	26-Mar-25
BNSF KO Shoofly West Bound Crossing	38	\$3,472,708.00	Paid	26-Mar-25
BNSF Proper Shoofly	32	\$3,195,335.00	Paid	26-Mar-25

Table 3 – Full Interim Completion Payments				
Description	Pay Unit	Amount	Status	Date Paid
BNSF Hillsboro Shoofly	29	\$4,249,352.00	Paid	26-Mar-25
Lower Rush River Inlet	15	\$8,862,507.00	Paid	22-May-26
Rush River Inlet	13	\$7,991,484.00	Paid	22-May-26
Diversion Channel Reach 14	46	\$18,446,658.00	Paid	22-Jun-26
Total		\$49,690,752.00		

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
32nd Avenue West Crossing	56	Oct-2026	\$6,484,885
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	Oct-2026	\$51,750
CR 16/17 Crossing	48	Nov-2026	\$6,584,740
CR 6 Crossing	53	Nov-2026	\$6,484,885
Cass County Drain 14C	ACR006-2022	Nov-2026	-\$950,000
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 4 - Completion of Construction at Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 4	Nov-2026	\$2,225,000
Drain 14B Inlet	18	Nov-2026	\$3,581,328
Raymond Township North Drain Inlet	16	Nov-2026	\$3,193,006
Mapleton Township Drain Inlet	49	Nov-2026	\$3,193,006
Maple River Aqueduct	20	Dec-2026	\$41,248,560
I-29 Northbound Crossing	21	Dec-2026	\$11,123,724
I-29 Southbound Crossing	22	Dec-2026	\$11,123,724
52nd Avenue W Crossing	59	Dec-2026	\$5,494,777
Authority Administration Building	58	Dec-2026	\$8,631,843
Drain 14C Inlet	19	Dec-2026	\$8,940,172
Drain 21C Inlet include 15th St. SW Improvements CR8 – 32nd Ave.	50	Dec-2026	\$3,193,006
38th Street West Crossing	57	Dec-2026	\$6,507,075
Channel Reach 03 Pay Unit	5	Dec-2026	\$26,733,448
Channel Reach 12 Pay Unit	44	Dec-2026	\$22,676,150
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	Dec-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	Dec-2026	\$1,386,864
Channel Reach 06 Pay Unit	8	Dec-2026	\$17,553,406
Channel Reach 04 Pay Unit	6	Dec-2026	\$16,380,341

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
CR 81 Crossing	27	Dec-2026	\$14,706,217
CR 14 Crossing	60	Dec-2026	\$7,189,260
BNSF Hillsboro Subdivision Line Crossing	30	Dec-2026	\$11,134,819
Channel Reach 11 Pay Unit	43	Dec-2026	\$36,903,602
Sheyenne River Aqueduct	52	Dec-2026	\$36,144,900
Channel Reach 07 Pay Unit	9	Dec-2026	\$22,568,529
Channel Reach 13 Pay Unit	45	Jan-2027	\$44,500,407
I-94 Eastbound Crossing	23	Jan-2027	\$11,001,680
I-94 Westbound Crossing	24	Jan-2027	\$11,001,680
BNSF Prosper Subdivision Line Crossing	33	Jan-2027	\$8,416,565
Drain 50 Inlet	51	Jan-2027	\$3,193,006
BNSF KO Subdivision Line Eastbound Crossing	36	Jan-2027	\$9,126,639
BNSF KO Subdivision Line Westbound Crossing	39	Jan-2027	\$9,126,639
Channel Reach 09 Pay Unit	41	Jan-2027	\$42,263,110
Channel Reach 08 Pay Unit	10	Jan-2027	\$25,280,570
Channel Reach 10 Pay Unit	42	Jan-2027	\$29,499,300
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	Jan-2027	\$141,970
Substantial Completion Milestone Payment	MPsc	Feb-2027	\$127,265,187
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	Feb-2027	\$141,970
Total			\$662,834,604

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	March 31, 2026	

SOP Section 22 Payments			
Payment Type	Amount	Payment Date	Notes
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	May 14, 2026	
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

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 September 2026 is as follows:

9/2/2026 ASN - Reach 13; haul truck operator got distracted and made contact with a pier under the CR 14 bridge. Minor scrapes on the pier.

9/3/2026 Alliance - Public Road (38th St NW, NB); dump truck drove off the road landing on its side. Damage to the dump truck.

9/3/2026 ASN - Maple River Aqueduct; Employee stated that discomfort to their eye was noticed after leaving work and arriving at home. The employee had been grinding and welding throughout the day dealing with high winds. The employee had on all the appropriate PPE Welding mask, Safety glasses and face shield.

9/8/2026 ASN - Maple River Aqueduct; Employee stated that while using a grinder with a cutting disk, the disk failed to come off the grinder, contacting her on the right side near the ribs.

9/16/2026 Ulland Brothers - I-94 Crossing; While cutting down to subgrade, an Ulland Brothers bulldozer operator struck an unmarked utility line that supplies power to a weigh station sign. The utility line was not identified on the 811-ticket dated 9/9/2026. No injuries were reported.

9/16/2026 IBI - Sheyenne River Aqueduct; while relocating a front-end loader Komatsu 180 transmission fluid started to leak from underneath the equipment.

9/21/2026 Ulland Brothers - CR 10 Crossing; damaged was noticed to the rear passages side taillight, mud flap connection, waterspout and airline upon inspection of the United rental water truck.

9/21/2026 ASN - Sheyenne River Aqueduct; Employee was driving a screw through a 2x4 when it came out at an angle and hit his thumb. No medical care was needed.

9/21/2026 Meyer Contracting - Reach 13; Tractor made contact with the back of a scraper. No injuries reported, only property damage.

9/25/2026 ASN - All Hands Monthly Safety Meeting at the Double Tree Conference room.

9/30/2026 ASN - Sheyenne River Aqueduct; Company truck taillight was damaged by a piece of dunnage leaning against it.

Road Closures for Bridge Construction

Temporary Road Closures	Anticipated Mainline Opening Date
County Road 81 –	Open
32nd Ave – Traffic Detoured to CR 8 and CR 31	Open
52nd Ave – Traffic Detoured to CR 8 and CR 31	Released to another work package project, expected full opening September 2026
County Road 6 -	Open
County Road 16/17 Temporary Closure for Paving	Open

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 – Closed December 2025
171st Ave. SE – Closed 10/31/2023	81st S – Closed 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 14 Removal completed in August 2026
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, CR22 Crossing; I-29, I-94, CR 16/17 Crossing, 38 th St NW Crossing; 32 nd Ave Crossing, CR 22, CR 6, CR14.
166th Ave. SE – Closed 5/24/2024	<u>ACTIVE DETOURS</u>
43rd St. SE Closed 10/7/2024	52 nd Ave W detour was removed in August 2026.
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	

Compliance checks

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

- 758 Daily Observations; 18 Compliance Checks; 131 Issues written, and 126 Punch List items were noted 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 (24); Hydrometer (13); Proctor (33); Sieve (0); Field Reports (30); Density Tests (183); Concrete (21)

Survey GIS: None due to wet weather and ground conditions.

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 were zero Certificates for Interim Completion issued to the Developer in September. Issuance of Certificates Interim Completion prompts the commencement of all performance requirements in accordance with the Project Agreement.

The inspections for Drain 29 Inlet, Drain 30 Inlet, CR 20 Crossing, CR 32 Crossing, CR 22 Crossing, CR 4/31 Crossing and Roadway Improvements, Channel Reach 2, 170th Ave Crossing Drain 13 & 30, Berlin Township Drain Inlet, CR 10 Crossing, Diversion Outlet, Rush River Inlet, Lower Rush River Inlet, Raymond South Drain Inlet, Channel Reach 05, Channel Reach 1, and Channel Reach 14 are being recorded and managed in 'Cityworks', the Computerized Management and Maintenance System (CMMS). As items are noted during those inspections, RRVA initiates Service Requests and Work Orders within Cityworks to ensure that the items are being taken care of in accordance with the required timelines.

RRVA completed over 115 inspections during September and has 137 inspections planned for October. RRVA continued mowing and weed control operations along the roadway ditches and within Reaches 1, 2, 5 and 14. The Service Requests and Work Orders for the month of September mainly consisted of items relating to weed pressure, various types of erosion, sediment caused by erosion, track-out from construction hauling operations, and sediment within culverts. The PMC continues to monitor RRVA's inspections and its inputs in Cityworks. 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 matters.

RRVA successfully held the Initial Joint Training Exercise of the Developer Project Operation Plan on September 16 with various Agencies. RRVA has been involved with the initial various owner trainings at the Authority Administration Building in preparation for management of the building once it is submitted for Interim Completion in October.

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).
 - 63 Shop Drawing submittals.
- Overall, 104 of 108 identified utility conflicts (~96%) 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 92 Utility BUs.

- The voids have been grouted on both the entry and exit sides at 40 HDD installations. One bore still requires grouting on both sides, and one requires the HDD void to be grouted on one side only.
- Adjustments for 14 of the 14 overhead electric transmission lines crossing the channel ROW are complete.
- During the Month of September, ASN focused on closing out Punch List items for Cass Rural Water Users District waterlines.
- In the first half of the month, ASN removed the remaining retired CenturyLink communication line within the ROW for BU-F14 and BU-F30.

SUBMITTALS

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

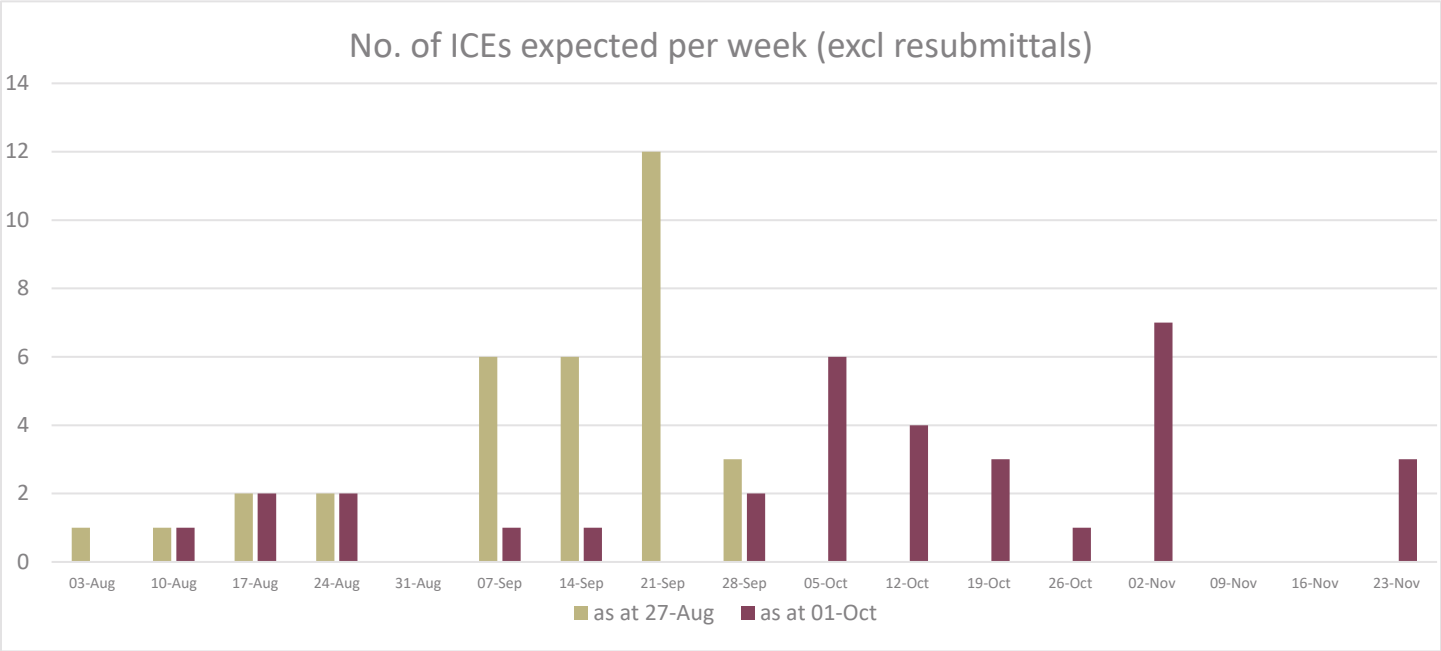
Submittal	Reporting Period	To Date
Submittals received for review and comment (including ITP Complete)	106	6,210
Reviews carried out*	95	5,635
Submittals returned with no comment (including ITP Complete)	274	2,562
Submittals in review with the Authority as at end of reporting period	232	n/a
Submittals back with RRVA for resubmission as at end of reporting period		255
rejected as incomplete at end of reporting period	2	44
rejected with comments at end of reporting period	37	211
number of comments at end of reporting period	634	4,797
CDS returned with no comments	0	198
RFC documents (includes minor updates that are not redesigns)	4	195
Relating to utility relocations (some BUs combined into a single RFC)	0	81
RFCs back in redesign	8	3
Redesigned once (RFC1)	2	35
Redesigned twice (RFC2)	3	11
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 ICE Notices were agreed during September 2026.
- 1 Notice was received in September 2026; Mapleton Township Section 24 Drain and is currently in review.
- 4 Notices were submitted for their second review; and CR16/17, 32nd Ave W, Drain Inlet Raymond North and CR6 and are currently in review.
- 26 ICE Notices due to be received by the Authority by the end of September 2026 remain undelivered by the Developer. These are now delayed, on average, by 230 days between their notified date of expected Notice and latest expected date.
- No 15-business-day notices were received in September 2026.
- No 60-day notices were received in September 2026.

1 Advance Payment request was received and agreed in September 2026; AAB.

There continues to be significant delays from the Developer in submitting ICE Notices for review, over a total of 53 Notices the average delay between anticipated date of ICE Notice (per the 60-day notice) and actual receipt or latest Developer notified anticipated submittal date is 219 days (200 days as at the end of August 2026). This “move to the right” has a significant impact on review teams and Developer cashflow.



TECHNICAL

Design Review

Overall Project design is complete. Minimal minor adjustments continue to be made to best fit field conditions and operational efficiency. Efforts to finalize details and connectivity of the Flow and Water Level Measuring System and the companion SCADA system continue. Initiation of this system will provide a significant amount of flow data of the built facility which will be used significantly during the most peak operational periods.

A significant design-related review is now fully underway. The development of Record Drawing Deliverables (RDD) is a sizable task which memorializes the work completed. The RDD package consists of all project documentation which provides the owner with the primary source documents for verification of accuracy, compliance and functionality of the final built facility. In addition, the RDD package serves as the baseline as the Developer enters the Operations and Maintenance phase. This baseline will be used for evaluation of maintenance efforts expended by the Developer during the performance period.

H&H Modeling efforts made positive progress this reporting period. The Developer has made the final submittal of the model which reflects the as-designed project. They will now proceed to update the design model by incorporating the as-constructed features. The finalization of the H&H “As-Built” model is a condition precedent to Substantial Completion.

QUALITY

Nonconformances

The Developer reported 18 (eighteen) Nonconformances.

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 E – Noncompliance Points Status Tables*:

Summary of points as of the end of reporting period	Number of Nonconformances	Assessed NCPs
Assessed Noncompliance Points	107	2,355

Due to the 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 rolling Developer Default Thresholds are reached. A workshop with the Developer was held to discuss status of Nonconformances affecting these numbers. It is expected that the number of Noncompliance Points will be reduced once submittals associated with Shop Drawings and Inspection and Test Plans will be put forward and reviewed, and possibly when other Nonconformance related information becomes available.

Although 5 (five) Nonconformance Reports were closed out this month, a large number of open Nonconformance Reports still remain, and the total percentage of Nonconformance Reports closed to date is 78%.

Audits

The Authority completed the audit related to Reach 02, Record Drawings Deliverables.. The findings identified as a result of this audit will be reported next month.

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 accepted by USACE
- Special Condition KK – the 2026 Eagle and Raptor Nest Survey Report was approved by USACE on 15-May-26.

Permanent Native Vegetation

Permanent seeding was conducted throughout September 2026.

Permanent Seeding/Planting Annual Summary

Year	# of Trees	Reaches	Acres Seeded To Date	Reaches
2024	3,508	1, 2 & 3	1,040	1, 2, & 3
2025	2,576	1, 2, 3, 4, 6, 7, 12 & 13	1,379	Previous: 1, 2, 3, 4, 5, 6, 7, 8, 12 & 13 (portions in some reaches)
2026	9,529	1, 3, 4, 6, 7, 10, 11, & 12	1,881	3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13 (portions in some reaches)
Total to Date	18,348 Trees	1-4, 6-7, & 10-14	4,300 Acres	

Audits

No environmental audits occurred this month.

Permits

Open/Applied For	Closed	Total
103	755	858

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.

2026 404 Permit – Violation: On February 27, 2026, 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 February 27, 2026, ND DEQ issued an Inspection Report of the Maple River Engineered Channel including a list of Corrective Actions.

Sheyenne River Sovereign Lands Permit - Executed permit was sent to the Developer on July 20, 2026.

Cultural Monitoring

Cultural excavation/monitoring occurred at Site 14 this month. The D&C Contractor performed excavation throughout September 2026 at multiple areas inside Site 14. The Developer plans to complete cultural resource monitoring at Sites 5 and 14 in October 2026.

Fish and Mussel Salvage

Fish and mussel salvage summaries related to repairs to manage the leakage through the wingwalls will be reported next month. **Spills, Contamination and Hazardous Materials**

Two spills were reported this month.

Environmental Nonconformances (NCRs)

This month there were nine new NCRs opened, none were closed, and 29 total remained open.

RESILIENCE AND SUSTAINABILITY

Resilience

Meetings were held this month to determine how much subcontractor data has 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 March 26, 2026, resubmitted on August 10, 2026, and returned rejected incomplete on August 24, 2026.
- The Resilience 2025 Annual Report was submitted on January 30, 2026, and returned "rejected incomplete" to the Developer on February 24, 2026. It was resubmitted on June 19, 2026, and was returned "rejected incomplete" on July 10, 2026.
- The Resilience Program Plan was resubmitted on July 7, 2025, returned, and rejected incomplete on August 4, 2025, resubmitted on November 26, 2025, and returned "rejected incomplete" to the Developer December 18, 2025; resubmitted on April 1, 2026, and was returned rejected incomplete on April 22, 2026.

Sustainability

RRVA's Sustainability efforts outside of the PA are: 1. Education and Skills; 2. Renewable Energy; and 3. Culture & Heritage. No monthly Sustainability update meeting was held this month; 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 February 16, 2026 and returned rejected incomplete on March 16, 2026. It was resubmitted by the Developer on April 7, 2026 and returned rejected incomplete on May 5, 2026. It was resubmitted by the Developer on May 22, 2026 and returned rejected incomplete on June 16, 2026, and was resubmitted July 2, 2026, and returned "rejected incomplete" on July 29, 2026; resubmitted August 14, 2026 and rejected incomplete on September 19, 2026.

The FRC Plan 2026 Update was submitted March 30, 2026, and returned rejected incomplete on April 21, 2026.

EMPLOYEE APPRENTICESHIP PROGRAM

The Q4 EAP Report was accepted January 30, 2026. The 2025 EAP Annual Report was received in January and returned with compliance comments on February 2, 2026; resubmitted on February 4, 2026 and approved on February 5, 2026. The Q1 2026 EAP Report was accepted on May 5, 2026. The Q2 2026 EAP Report was accepted on August 31, 2026.

Attachment A – Construction Progress by Buildable Unit

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
Buildable Unit Group - Aqueducts					
A51	Maple River Aqueduct Flume/Conduit Structure	710+17	Active	Continued Welding Vertical Gate Completed Welding the Vertical Gate Tower Bridge Installed Stairs and Ladders in the Vertical Gate Towers Installed the maintenance crane Installed the hoist Welding vertical gate lifting eyes Four rollers have been installed. Shedding and Cladding installation ongoing. Vertical Gate leak testing (5) passing	95.80%
A52	Maple River Aqueduct Spillway	710+17	Active	Welding the permanent solution for the sheet piles Welding studs on sheet piles Formwork and rebar installation for Sheet pile facing and cap beam Concrete pours for Sheet pile facing and cap beam Installation of Compressor building components Installation of the manhole Installation of the Obermeyer gates Tex Cote application ongoing.	93.40%
A53	Maple River Aqueduct Engineered Channel	710+17	Active	Installed Flex-a-mat up to the High-Water Level Completed the Excavation and Tie-in with the Aqueducts Vegetation is planted. No productive activities in September	98.41%
A56	Sheyenne River Aqueduct	1477+50	Active	Formwork and rebar installation for west abutment, east abutment, Flume Bypass culvert, Flume sidewalk Concrete pours for west abutment, east abutment, Flume Bypass culvert, Flume sidewalk LFC heat trays installation Installation of the Mineral Insulated Cables and Self-regulating cables Texcote painting in the Flume Boulders Installation Welding pile tension anchors in wingwalls, Sheet piling in wingwalls, backfill for wingwall footings, Backfill between wing walls. Formwork and rebar, concrete pours for wingwalls footings	90.35%

³ Status and progress are as observed by the PMC at the end of June 2026.

⁴ Note: Buildable Unit Percent Complete is based on the RRVA August PSSU submitted on or around September 15, 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 ³	Developer's assessment of BU % complete – see footnote ⁴
				Formwork and rebar, concrete pours for wingwalls Formwork and Rebar, Concrete pours for Spillway baffle blocks Formwork and rebar, concrete pours for spillway sheet pile facing and cap beam Engineered Channel excavation Tower stairs installed Tower flooring installed Tower erected. Spillway finishes work. Formwork and rebar for MR Bridge. Installation of cladding. Drove iron posts for the ice breakers Continued excavation on the south side of the SRA channel. Ice Retention installation (w/o) tar coating Welded caps for the (6) retention pipes Vertical Gate Leak Test. Passed	
Buildable Unit Group – Local Drainage					
CR1	Local Drainage in Rush River WRD - Reach C01	41+70 to 219+29	Complete	Complete	99.77%
CR2	Local Drainage in Rush River WRD - Reach C02	219+29 to 302+00	Complete	Complete	99.44%
CR3	Local Drainage in Rush River WRD – Reach C03	302+00 to 428+53	Complete	Complete	96.15%
CR4	Local Drainage in Rush River WRD - Reach C04	428+53 to 576+00	Complete	Completed work.	95.44%
CM1	Local Drainage in Maple River WRD – Reach C05	576+00 to 655+00	Complete	Complete	99.06%
CM2	Local Drainage in Maple River WRD – Reach C06	655+00 to 762+77	Active	Left Ditch Excavation, Geotextile Placement, Bedding Placement, Geotextile Placement	94.76%
CM3	Local Drainage in Maple River WRD – Reach C07	762+77 to 859+53	Active	Only seeding is left to do. Punch list items	93.87%
CM4	Local Drainage in Maple River WRD – Reach C08	859+53 to 912+00	Active	No work during the reporting period	89.67%
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Active	Needs to be tied in to Drain 14C.	92.38%
CS1	Local Drainage in Southeast Cass WRD - Reach C10	968+00 to 1080+28	Active	No work during the reporting period. Need to haul out topsoil for other Reaches	93.95%
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	No work during the reporting period. Have been hauling topsoil out to place at other Reaches.	92.56%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	No work during reporting period	95.13%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Complete	Complete	95.67%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
Buildable Unit Group - 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	Complete	Complete.	99.97%
C02	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-02	219+29 to 302+00	Complete	Complete	99.95%
C03	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-03	302+00 to 428+53	Active	Maintenance Road and French Drain installation. Final walkthrough was conducted with several major punch list items. (Incomplete work) 25,000 CY Reserve Material Stockpile completed. Final Walkthrough conducted	98.30%
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. Final Walkthrough conducted.	99.51%
C05	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-05	576+00 to 655+00	Complete	Complete	99.95%
C06	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-06	655+00 to 762+77	Active	Main Channel Excavation, Levee Placement, EMB Placement, Topsoil Stripping and Placement	94.52%
C07	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-07	762+77 to 859+53	Active	Additional density tests along with proctor samples taken per the EoR's request. Most of the earthwork is complete except for one area where the slope needs to be checked. Seeding needs to be done.	98.89%
C08	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection, in Reach-08	859+53 to 912+00	Active	No work during the reporting period. Washout remedial work.	93.07%
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 continued. Contractor prematurely removed a section of the Maintenance Road	95.24%
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active		91.13%
C11	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-11	1080+28 to 1235+72	Active	Main Channel Excavation, Levee Placement, EMB Placement, Topsoil Stripping and Placement	90.85%
C12	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-12	1235+72 to 1327+00	Active	Main Channel and LFC Excavation, placed on left and right EMB, continued.	92.02%
C13	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-13	1327+00 to 1554+59	Active	Main Channel Excavation on both the Northwest and Southeast ends to the SRA,	81.00%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
				EMB Placement, Topsoil Stripping and Placement	
C14	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-14	1554+59 to 1571+70	Complete	Complete	99.74%
Buildable Unit Group - Hydraulic Structures					
S08	Drain 29 Inlet	27+63	Complete	Complete	99.93%
S16	Drain 30 Inlet	213+75	Complete	Complete	99.85%
S09	Rush River Inlet	431+75	Complete	Completed	99.97%
S10	Lower Rush River Inlet	578+50	Complete	Complete	99.88%
S03	Berlin Township Drain Inlet	492+84	Complete	Complete	99.68%
S04	Raymond Township North Drain Inlet	756+00	Complete	Complete	98.00%
S32	Raymond Township South Drain Inlet	793+00	Complete	Complete	97.71%
S33	Drain 14B Inlet	856+00	Complete	Complete	98.95%
S34	Drain 14C Inlet	929+30	Complete	Complete Some punch list items	99.46%
S15	Mapleton Township Section 24 Drain Inlet	1078+00	Complete	Complete working on punch list items.	94.25%
S55	Mapleton Township Section 9 Drain Inlet	929+00	Complete	Complete	0.00%
S68	Drain Inlet 21C	1232+25	Complete	Complete working on punch list items.	85.59%
S69	Drain 50		Complete	Complete. Final Walkthrough scheduled for mid-October	90.80%
S74	Drain Inlet associated with CR17	1548+00	Complete	Complete	98.96%
Buildable Unit Group - Diversion Outlet					
O00	Diversion Outlet Structure	27+63 to 41+70	Complete	At the O&M Stage; however, some rework may be required. Removal of silt in the LFC and stockpiled on the bank to dry out. Removal of the debris in the middle of the Outlet between rock weir 1 and the Red River. No other punch work or corrective actions taken.	99.95%
Buildable Unit Group - Roadways					
R19	25th St. Connection Parcel 2368	160+00 LT	Complete	Complete	98.97%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote³	Developer's assessment of BU % complete – see footnote⁴
R20	27th St. Connection to CR81	300+00 LT	Complete	Complete Remedial roadway repair, Final walkthrough scheduled for Mid-October	93.94%
R21	35th St. SE to Parcel 938	802+00 RT	Complete	Complete	85.45%
R22	37th St. SE, East of Diversion Channel	905+00 LT	Active.	Construction is complete, but the Contractor has been used as an access. Will need repair work.	90.67%
R23	37th St. SE, West of Diversion Channel	905+00 RT	Active	Construction is complete, but the Contractor has been used as an access. Will need repair work.	89.57%
R65	15th St. SW from CR 8 to 32nd Ave. W	1146+00 LT	Complete	Two accesses were removed and is now complete.	93.38%
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	98.05%
R18	24th St. SE Connection to realigned CR4	100+00 RT	Complete	Complete	98.08%
M11	County Road 4/31 Crossing (Bridge)	86+91	Complete	Complete.	100.00%
M12	County Road 81 Crossing Bridge	310+20	Complete	Complete	95.35%
Z11	County Road 4/31 Crossing (Roadways)	86+91	Complete	Complete	99.68%
R25	171st Ave. SE Crossing at Drain 30	215+00 LT	Complete	Complete	98.93%
Y12	County Road 81 Crossing (Bypass)	310+20	Complete	Complete	99.47%
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	Complete	Continue to work on punch list items	97.13%
Y35	Interstate I-29 Northbound & Southbound Crossing (Bypass)	NB 313+75 SB 314+81	Complete	Complete	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	Complete	100.00%
G13	Country Road 32 Crossing (Settlements)	408+08	Complete	Complete	100.00%
Z13	Country Road 32 Crossing (Roadways)	408+08	Complete	Complete	99.58%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
R14	Country Road 22 Crossing	571+84	Complete	Complete	100.00%
R15	CR 20 Crossing	679+37	Complete	Complete	100.00%
R27	CR10 (12th Ave. NW Connection to multiple parcels)	870+00 RT	Active	Layout cut, proof roll conducted, gravel lifts placed, and compaction tests passed. Work continued through September	82.27%
R17	CR 10 Crossing	852+46	Complete	Complete	100.00%
R36	Interstate I-94 Eastbound & Westbound Crossing	WB 902+89 EB 903+74	Complete	Continue to work on punch list items. EMB removed, Final walkthrough scheduled for Mid-October.	97.33%
R58	38th St W Crossing (Township Road)	976+17	Complete	Complete	100.00%
R59	32nd Avenue W Crossing (Township Road)	1119+06	Complete	Complete	100.00%
R60	52nd Avenue W Crossing (Township Road)	1224+92	Complete	Complete	96.59%
R61	County Road 6 Crossing	1330+41	Complete	Complete	100.00%
R62	County Road 14 Crossing	1438+97	Complete	Complete	96.39%
R73	County Road 16/17 Crossing	1558+40	Complete	Complete	100.00%
R74	24th St. SE Connection to Landlocked Parcel 1222	55+00	Complete	Complete	99.18%
R75	38th St. NW Connection to the Maintenance Road/Trail	874+00	Complete	Work is complete, minor punch list items	88.56%
R76	47th St. SE access to Parcel 1200	1500+00	Complete	A walkthrough was conducted. Complete	87.25%
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	93.46%
R3B	Dead-End Termination of Local Roads in Reach-02	219+29 to 302+00	Complete	Complete	93.46%
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%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
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	Complete	A walkthrough was conducted. Complete	64.82%
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	Complete	No work during reporting period	99.67%
RB6	Security and Access Reach 2	219+29 to 302+00	Complete	No work during reporting period	98.39%
RC6	Security and Access Reach 3	302+00 to 428+53	Complete	Completed the Maintenance Road per SoP. There has been some French drain installation. But the drain does not appear to be working as intended.	90.15%
RD6	Security and Access Reach 4	428+53 to 576+00	Complete	Maintenance Road French drain installation. But the drains do not appear to be working as intended.	93.32%
RE6	Security and Access Reach 5	576+00 to 655+00	Complete	Completed, but we will monitor the French drains during in climate weather.	93.91%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	Maintenance Road placement continues.	37.88%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during the reporting period.	54.99%
RA7	Security and Access Reach 9	912+00 to 968+00	Active	Prematurely removed a section of the constructed MR, now it will need to be re-constructed.	94.40%
RB7	Security and Access Reach 10	968+00 to 1080+28	Active	No activity.	12.39%
RF7	Security and Access Reach 14	1554+59 to 1571+70	Active	Since the updated RFC, there has been not activity.	34.32%
Buildable Unit Group – Railroad Crossings					
X71	BNSF Hillsboro crossing – BU1 – Shoofly	311+61	Complete	Complete	100.00%
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	Complete	100.00%
X74	BNSF Hillsboro crossing – BU4 – Final Ballast, Tie and Rail	311+61	Complete	Complete	100.00%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
X75	BNSF Hillsboro crossing – BU5 – Removal of Shoofly	311+61	Complete	Complete	98.84%
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%
X83	BNSF Prosper crossing – BU3 – Bridge and Track	661+59	Complete	Complete	99.94%
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	Complete	Complete	98.43%
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	Complete	Complete	100.00%
X94	BNSF K.O. crossing – BU4 – Final Ballast, Tie and Rail	870+87	Complete	Complete	100.00%
X95	BNSF K.O. crossing – BU5 – Removal of Shoofly	870+87	Complete	Complete working on punch list items.	79.55%
Utility Adjustments					
AT1	AT&T Reach 8 @ Design (COM-ATT-871+00)	871+00	Complete	Complete	99.65%
DC1	Dakota Carrier - Reach 7 @ Design (COM-DCN-851+00)	851+00	Complete	Complete	99.25%
DC2	Dakota Carrier - Reach 11 @ Design (COM-DCN-1171+00)	1171+00	Complete	Complete	99.69%
F09	CenturyLink - Reach 4 @ Design (COM-CLN-571+50)	571+50	Complete	Complete	97.80%
F10	CenturyLink - Reach 4 @ Design (COM-CLN-571+61)	571+61	Complete	Complete	97.80%
F12	CenturyLink - Reach 6 @ Design (COM-CLN-679+11)	679+11	Complete	Complete	99.18%
F13	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (1))	851+00	Complete	Complete	99.05%
F14	CenturyLink - Reach 7 @ Design (COM-CLN-851+00 (2))	851+00	Complete	Complete	99.05%
F15	CenturyLink - Reach 7 @ Design (COM-CLN-852+00)	852+00	Complete	Complete	99.05%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
F18	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (1))	962+00	Complete	Complete	98.92%
F19	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (2))	962+00	Complete	Complete	98.92%
F20	CenturyLink - Reach 9 @ Design (COM-CLN-962+00 (3))	962+00	Complete	Complete	98.92%
F22	CenturyLink - Reach 10 @ Design (COM-CLN-978+00 (1))	978+00	Complete	Complete	99.20%
F25	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (2))	1118+00	Complete	Complete	97.51%
F26	CenturyLink - Reach 11 @ Design (COM-CLN-1118+00 (1))	1180+00	Complete	Complete	97.51%
F27	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (2))	1171+00	Complete	Complete	99.55%
F28	CenturyLink - Reach 11 @ Design (COM-CLN-1171+00 (1))	1171+00	Complete	Complete	99.57%
F34	CenturyLink - Reach 13 @ Design (COM-CLN-1490+00 (1))	1490+00	Complete	Complete	98.52%
MP1	Minnkota Power - Reach 1 @ Design (ELC-MKP-54+12)	54+12	Complete	Complete	99.97%
MS2	Midcontinent - Reach 7 @ Design (COM-MCC-851+00)	851+00	Complete	Complete	99.28%
MS4	Midcontinent - Reach 10 @ Design (COM-MCC-982+000)	982+00	Complete	Complete	99.09%
MS5	Midcontinent Reach 11 @ Design (COM-MCC-1171+00)	1171+00	Complete	Complete	99.49%
P02	Cass County Electric - Reach 1 @ Design (ELC-CCE-51+84)	51+84	Complete	Complete	99.93%
P09	Cass County Electric - Reach 7 @ Design (ELC-CCE-851+00)	851+00	Complete	Complete	99.30%
P14	Cass County Electric Reach 10 @ Design (ELC-CCC-979+00)	979+00	Complete	Complete	99.39%
W03	Cass Rural Water - Reach 1 @ Design (WAT-CRW-153+81)	153+81	Complete	Complete	99.88%

Buildable Unit	Description	Station	Status observed by the PMC	Progress during reporting period as observed by the PMC – see footnote ³	Developer's assessment of BU % complete – see footnote ⁴
W05	Cass Rural Water - Reach 3 @ Design (WAT-CRW-304+98)	304+98	Complete	Complete	95.55%
W14	Cass Rural Water - Reach 9 @ Design (WAT-CRW-962+00)	962+00	Complete	Complete	99.34%
W16	Cass Rural Water - Reach 11 @ Design (WAT-CRW-1119+00)	1119+00	Complete	Complete	99.70%
Buildable Unit Group - Administration Building					
AB1	Authority Administration Building - Settlement Works		Complete	Complete	100.00%
AB2	Authority Administration Building - Building Works		Complete	Certificate of Occupancy obtained, working on punch list items.	98.81%

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁵	Cost / Relief Agreed	Status
CE 001	Century Link MOU Amendments	March 18, 2022	\$570,337.50	N/A	Withdrawn
CE 002	Cass Rural Water MOU Betterment	March 18, 2022	Not submitted	N/A	Closed – withdrawn by the RRVA
CE 003	City of Mapleton MOU Amendments	March 18, 2022	\$282,000.00	N/A	Withdrawn
CE 004	Drain 14 Design and Construction Amendments due to Others	March 18, 2022	\$96,800.00	N/A	Closed – Transferred to ACR006-2022
CE 005	I-94 NDDOT Bridge Work Interference	March 18, 2022	Not submitted	N/A	Closed – Withdrawn by the RRVA
CE 006	Cass County - Change from Kansas Corral Rail to Texas Corral Rail	April 20, 2022	Not submitted	N/A	Closed – Transferred to ACR002-2022
CE 007-01	Compensatory Wetland Mitigation and Section 404 Permit / Fish Passages – Part 1	May 4, 2022	Not submitted	N/A	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	N/A	Closed – Submitted to TDRB
CE 017	Initial-Undisclosed Hazardous Environmental Condition at KO & Prosper	November 21, 2023	Not yet submitted	N/A	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
CE 019	Additional Riprap Requirement due to Hydraulic Analysis of DIS	March 20, 2024	\$1,840,509.39	N/A	Withdrawn
CE 020	Updates to Project Agreement, Exhibit 4 (Project Land)	May 20, 2024	Not yet submitted	N/A	Withdrawn

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

CE-#/RE-#	Description	Date Initial CE Notice Submitted	Cost / Relief Submitted ⁵	Cost / Relief Agreed	Status
CE 021	Attachment 3-14 Update (related to Exhibit 4)	May 20, 2024	Not yet submitted	N/A	Withdrawn
CE 022	Rush River Excavation - 404 Permit Delay	June 25, 2024	\$829,468.55	N/A	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	N/A	Closed – Subject to dispute provisions of the Project Agreement (Section 54.3)
CE 025	Obstructions Uncovered Hillsboro	July 22, 2024	Not yet submitted	N/A	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	N/A	Resolved via Definitive Settlement Agreement
CE 028	Undisclosed Hazardous Environmental Conditions at County Road 8	December 3, 2024	\$2720.84	N/A	Resolved via Definitive Settlement Agreement
CE 029	Drain 14C – Mapleton Drain 9	December 24, 2024	\$394,875.56	N/A	Resolved via Definitive Settlement Agreement
CE 030	Obstructions uncovered in Reach 9	January 10, 2025	\$16,639	N/A	Resolved via Definitive Settlement Agreement
CE 031	Authority Failure to Use Reasonable Efforts Pursuant to Article 54	January 20, 2025	Not yet submitted	N/A	Resolved via Definitive Settlement Agreement
CE032	Qualifying Change in Law	January 20, 2025	Not yet submitted	N/A	Resolved via Definitive Settlement Agreement
CE033	Delay to Certificates of Interim Completion	April 24, 2025	Not yet submitted	N/A	Resolved via Definitive Settlement Agreement
CE034	Qualifying Change in Law - Drones	January 15, 2026	Not yet submitted	N/A	Withdrawn
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
RE 003	Governmental Approval – Delay in the issuance of Sheyenne River Sovereign Lands Permit	July 14, 2026	46 calendar days	0 calendar days	Closed – Authority determination provided
RE 004	Force Majeure Event – Delay in the Vegetation Establishment due to Drought Disaster Declaration	September 2, 2026	N/A	N/A	Closed – Developer has decided not to pursue

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	Paid
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 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

ACR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
					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	Invoice rejected pending RFI resolution.
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	Withdrawn
ACR028-2025	Highways Improvements	Aug 27, 2025	\$257,129.85	\$153,092.93	Paid
ACR029-2025	TCE Releases	Oct 7, 2025	No Cost	No Cost	Executed
ACR030-2026	Exhibit 4 Updates (to accommodate the Harwood Township Connector Road)	May 8, 2026	No Cost	No Cost	Executed
ACR031-2026	Amendment to Attachment 4-1 to the Technical Requirements (Item 3.05.18)	March 24, 2026	N/A	N/A	Withdrawn
ACR032-2026	Amendment to TR Section 3.3.3.5 - NDDOT Fencing	May 21, 2026	No Cost	No Cost	Executed

Attachment D – RRVA Change Requests (DCRs)

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

DCR Number	Description	Date Initiated	RRVA Estimate	Agreed Amount	Status
DCR2022-026	Cultural Resources OIN 936	December 16, 2022	N/A	N/A	Withdrawn
DCR2022-027	BNSF Comments Raised in the Design Review Process	December 19, 2022	N/A	N/A	Rejected
DCR2022-028	Key Personnel RRVA's Project Quality Monitor	February 2, 2023	No Cost	N/A	Executed
DCR2022-029	Design Deliverables Schedule and Electronic Deliverables Tracking Log Submissions	February 1, 2023	No Cost	N/A	Executed
DCR2023-030	Acceleration measures due to BNSF Delays	February 16, 2023	\$195,113.13	\$195,113.13	Executed
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
DCR2026-059	WAPA Electrical Transmission Line Towers - Amendments to Section 3.3.4.4.5 (7) (a)	March 27, 2026	No Cost	No Cost	Executed
DCR2026-060	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.6.5.1 - Alternative to PSSU Submittals between PSC and PFC	N/A	N/A	N/A	Pending/rejected prior to formal submittal *
DCR2026-061	Amendment to Project Agreement, TR Section 2.2.6.1.(c), 2.2.6.2.2, 2.2.6.2.6, 2.2.6.9, and others related to PBS-4	N/A	N/A	N/A	Pending/rejected prior to formal submittal *
DCR2026-062	Amendment to Project Agreement, Exhibit 5 Technical Requirements, Volume 3, Section 2.2.1.3. Operation and Maintenance Period Authority Office Space and Facilities Requirement	N/A	N/A	N/A	Pending/rejected prior to formal submittal *
DCR2026-063	Maple River Aqueduct Storage Building	July 9, 2026	No Cost	No Cost	Executed
DCR2026-064	Chip Sealing (line item 3.03.10 of Attachment 4-1)	N/A	No Cost	No Cost	Pending

*The Developer may revise and resubmit these as DCRs under the same references at a later date.

Attachment E – 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	Nonconformance Report is closed
NCR-00456	Lack of proper documentation for Material Delivery and Hold Point inspection in Reach 2	84	84	0	Formal response issued on May 8, 2026
NCR-00462	X93 - Pick Plan Not Approved Prior to Girder Setting	1	N/A	1	Nonconformance Report is closed
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	Nonconformance Report is closed
NCR-00474	Lack of issuing Request for Information (RFI) for Drain 30 sealant material	158	153	5	Formal response issued on May 8, 2026. Nonconformance Report is closed
NCR-00477	A51 (Vertical Lift Gate) - Starting Construction without Approved Inspection and Test Plan	78	N/A	78	Notification of rectification is pending
NCR-00478	A51 (Heat Trace) - Starting Construction without Approved Inspection and Test Plan	12	N/A	12	Nonconformance Report is closed
NCR-00479	A51 (Heat Trace) - Starting Construction without Approved Shop Drawing	3	N/A	3	Nonconformance Report is closed
NCR-00480	A51 (Vertical Lift Gate) - Starting Construction without Shop Drawing	57	N/A	57	Notification of rectification was issued
NCR-00481	A51 (E House) - Starting Construction without Approved Inspection and Test Plan	9	N/A	9	Nonconformance Report is closed
NCR-00482	A51 (E House) - Starting Construction without Approved Shop Drawing	3	N/A	3	Nonconformance Report is closed
NCR-00487	RC6 & RB7 - Starting Construction without Approved Shop Drawings	1	N/A	1	Nonconformance Report is closed
NCR-00491	C01 – Low Flow Channel Sediment Build Up	3	N/A	3	Nonconformance Report is closed
NCR-00521	A53 - Start of Construction of Bypass Sump without RFC Documents	223	N/A	223	Notification of rectification is pending
NCR-00522	A53 - Start of Construction of Bypass Sump without Inspection & Test Plan	223	N/A	223	Notification of rectification is pending
NCR-00524	A52 (Rebar) - Starting Construction without Approved Shop Drawing	42	N/A	42	Nonconformance Report is closed. Pending revision to correct NCPs from 39 to 42
NCR-00525	A51 (Tower Anchor Bolts) - Starting Construction without Approved Shop Drawing	0	N/A	0	Nonconformance Report is closed
NCR-00526	A56 (H-Piles Wing Walls 1-8) - Starting Construction without Approved Shop Drawing	18	N/A	18	Notification of rectification was issued
NCR-00527	A56 (H-Piles Flume) - Starting Construction without Approved Shop Drawing	18	N/A	18	Notification of rectification was issued
NCR-00528	A56 (Sheet Piles Flume) - Starting Construction without Approved Shop Drawing	18	N/A	18	Notification of rectification was issued
NCR-00529	A56 (Spillway Rebar) - Starting Construction without Approved Shop Drawing	18	N/A	18	Notification of rectification was issued

NCR Number	Title/Description	Accrued NCPs	Accepted to waive NCPs	Assessed NCPs	Status
NCR-0536	R15 - County Road 20 Punch List Not Completed Within 90 Days of Interim Completion Certification	262	N/A	262	Notification of rectification was issued. Waive request issued by the Developer, pending MFDA response
NCR-0537	R15 - County Road 20 Punch List Not Completed Within 90 Days of Interim Completion Certification	3	N/A	3	Nonconformance Report is closed
NCR-0551	A56 - Start of Construction on Vertical Lift Gate without Inspection and Test Plan	147	N/A	147	Notification of rectification is pending
NCR-0552	A56 - Starting Construction without Approved Vertical Lift Gate Shop Drawing	147	N/A	147	Notification of rectification is pending
NCR-0555	Late Issuance of April 2026 Monthly Performance Report	0	N/A	0	Nonconformance Report is closed
NCR-0558	C57 (Flow and Water Level Measurement System) - Start of Construction without Approved Shop Drawing	30	N/A	30	Notification of rectification is pending
NCR-0586	O00 - Inspection Identifying Diversion Outlet Functionality Concerns	2	N/A	2	Notification of rectification is pending
NCR-0604	C05 - Reach 5 Punch List not Completed Within 90 Days of Interim Completion Certification	98	N/A	98	Notification of rectification is pending
NCR-0605	S10 - Lower Rush River Punch List not Completed Within 90 Days of Interim Completion Certification	98	N/A	98	Notification of rectification is pending
NCR-0606	Chip Sealing Not Performed on County Roads as per Attachment 4-1	0	N/A	0	
NCR-0608	S09 - Rush River Punch List not Completed Within 90 Days of Interim Completion Certification	126	N/A	126	
NCR-0611	Commenced Work without resolving Federal Requirements Compliance Plan Compliance Comments	36	N/A	36	
NCR-0612	M11 - Chip Sealing Not Performed on County Road 4/31 as per Attachment 4-1	27	N/A	27	
NCR-0613	M13 - Chip Sealing Not Performed on County Road 32 as per Attachment 4-1	27	N/A	27	
NCR-0614	R15 - Chip Sealing Not Performed on County Road 20 as per Attachment 4-1	6	N/A	6	
Total		2620	265	2355	



METRO
FLOOD
DIVERSION
AUTHORITY

Lands Status Report

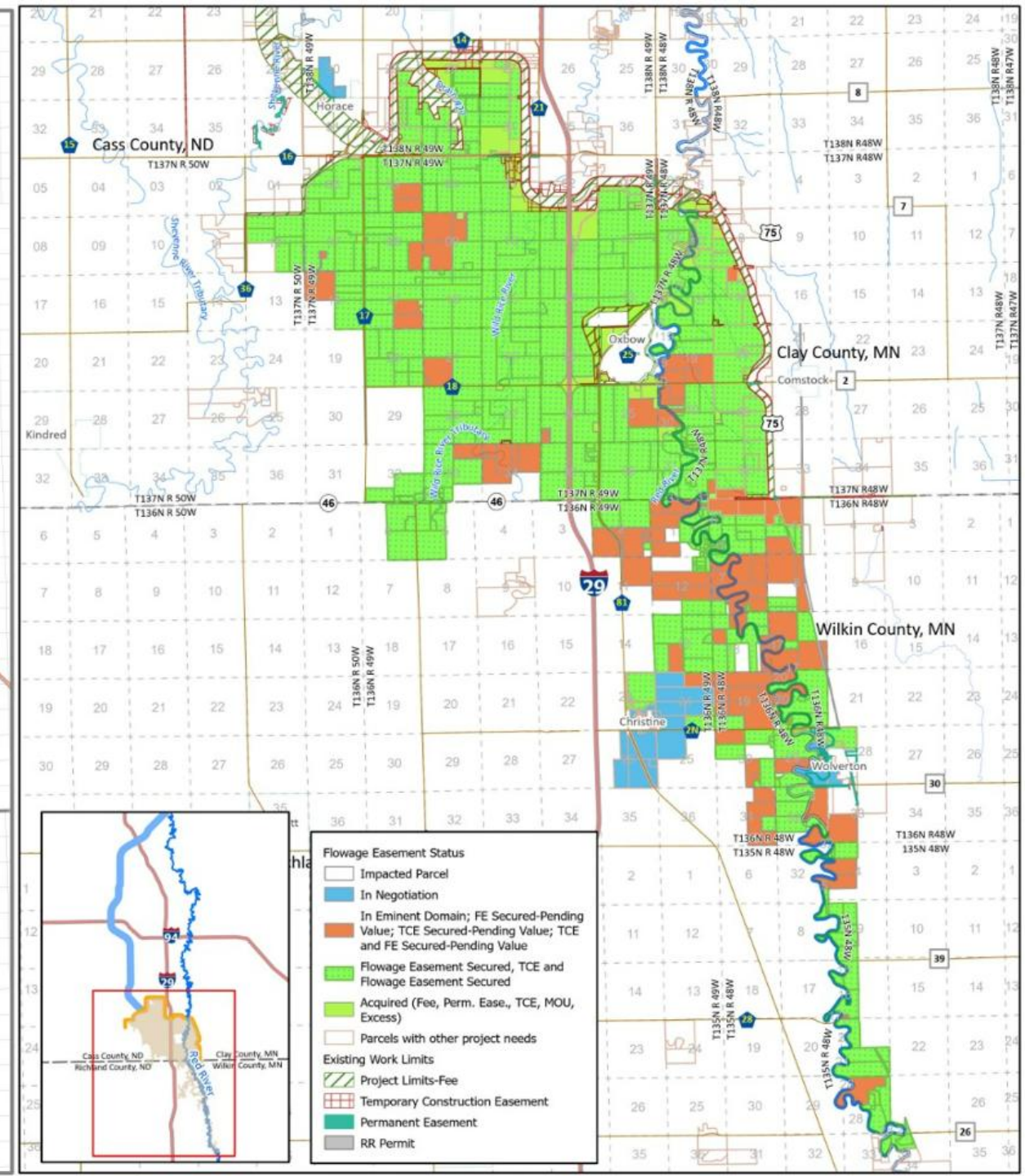
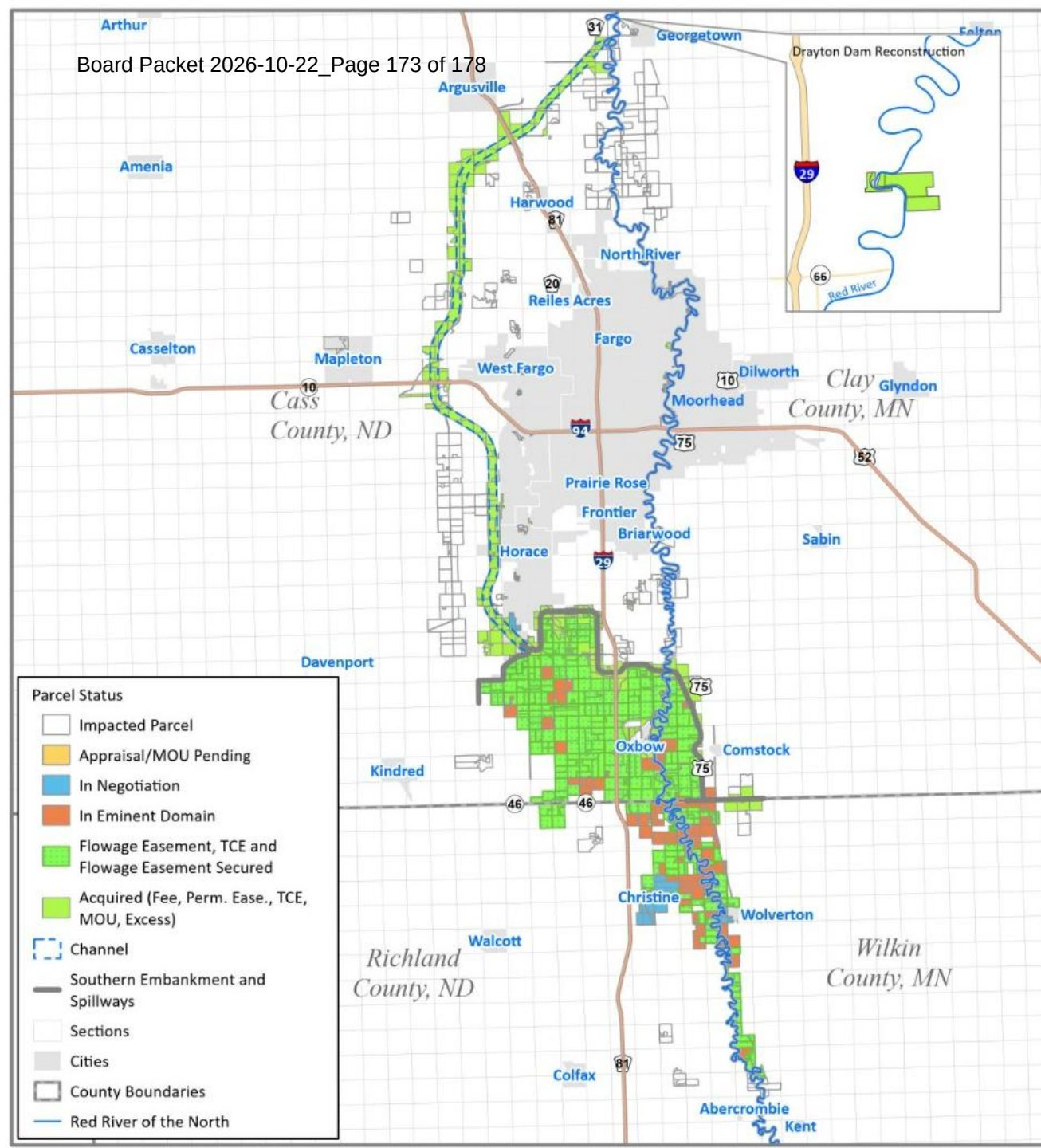
October 2026



Key Activities



- **In the last month, successfully closed 13 parcels / 5 owners in the UMA**
- **Continued negotiating settlement agreements for existing eminent domain actions**
 - To date, completed three (3) eminent domain trials in Cass County. No new trials in the last month.
 - Completed site inspections and initial discovery hearing for the actions in Minnesota.
 - Scheduled Commissioner Hearings for Minnesota actions.
 - Negotiated many settlements since completing the first trial.
 - 12 pending settlement offers with property owners.
- **Closings are pending for:**
 - MN: 9 parcels / 3 owners / 266 Flowage Easement Acres
 - ND: 30 parcels / 10 owners / 763 Flowage Easement Acres
- **23,075 acres of flowage easements have been acquired, and 4,015 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**
- **Started working on the 2027 Farmland Leases.**



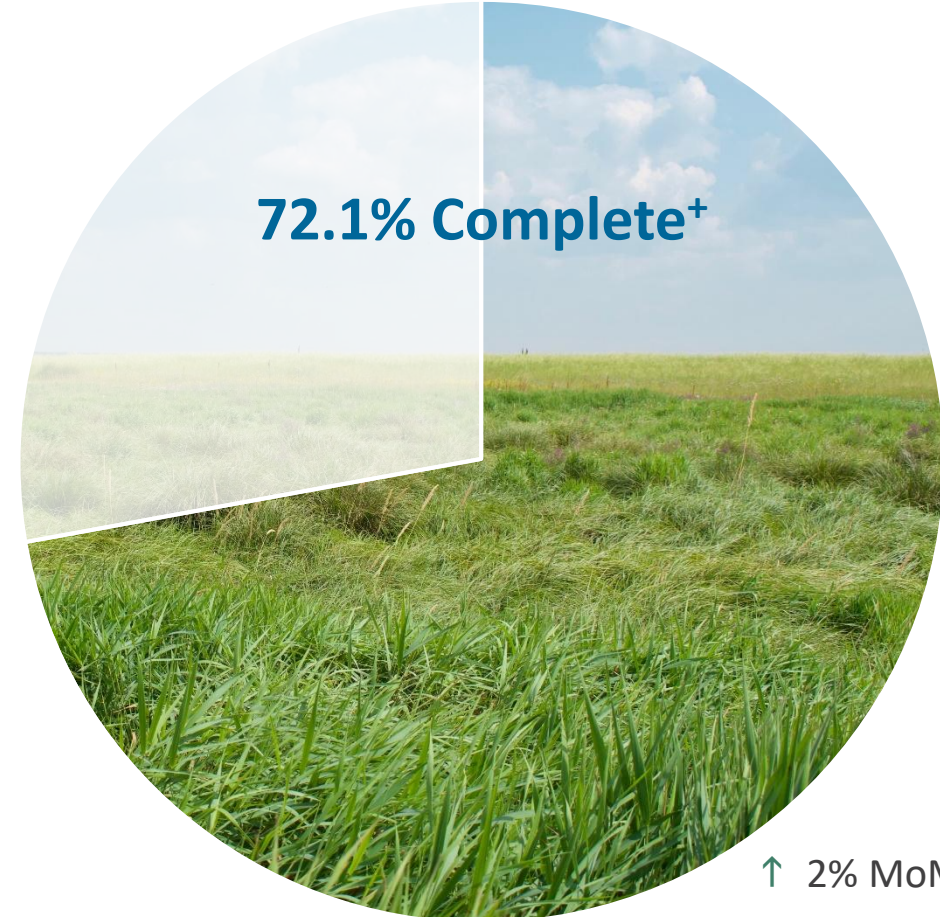
Property Acquisition Progress

Construction Footprint*



No Change

UMA Footprint**

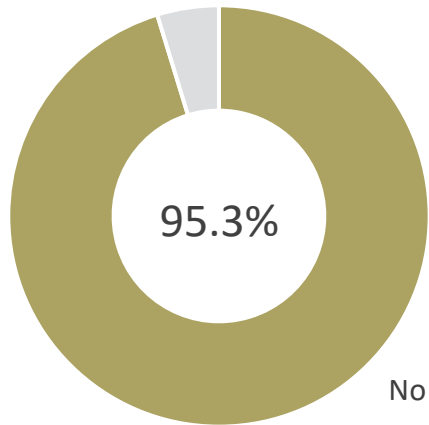


↑ 2% MoM

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

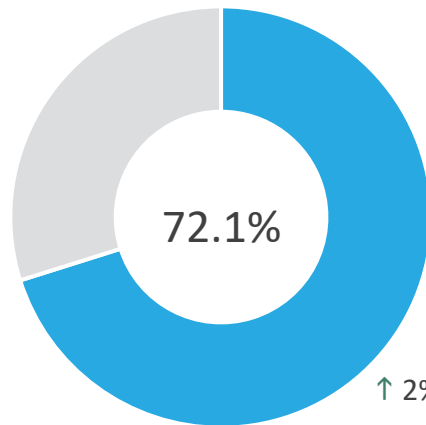
** Includes parcels for Christine and Wolverton
As of October 13, 2026

Property Acquisition Progress by Location



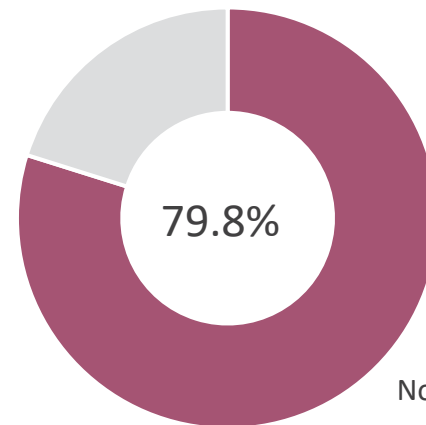
No Change

Southern Embankment & Associated Infrastructure



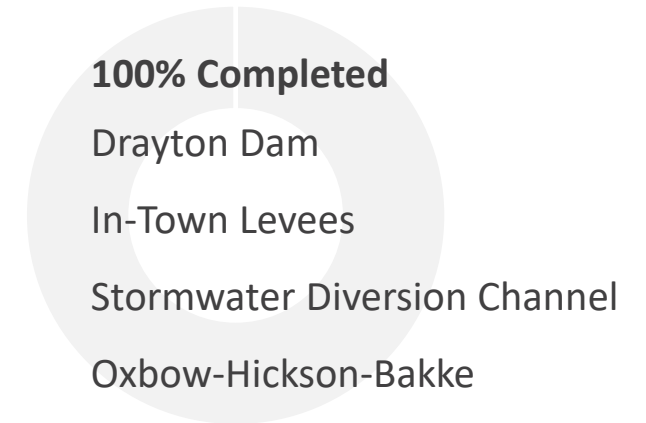
↑ 2% MoM

Upstream Mitigation Area



No Change

Environmental Monitoring Easements

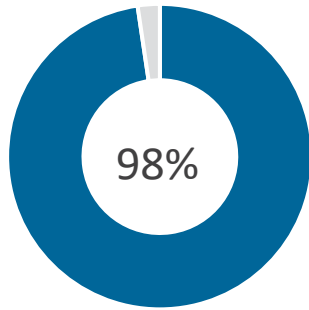


Landowner Overview

Construction Footprint*



Landowners



298 Owner Groups

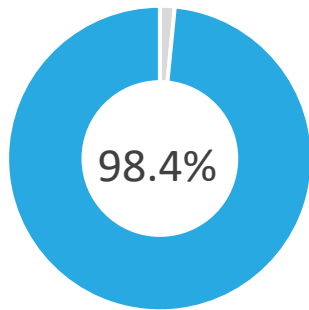
264 in ND & 35 in MN⁺

292 settlements achieved
7 in litigation

98% of owner groups have settled



Parcels

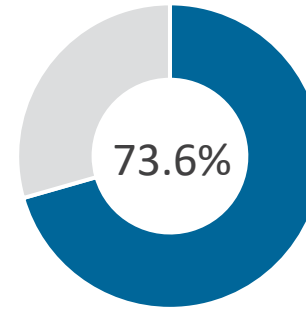


576 Parcels

567 settlements achieved
9 in litigation

98.4% of parcels have been acquired

UMA Footprint**

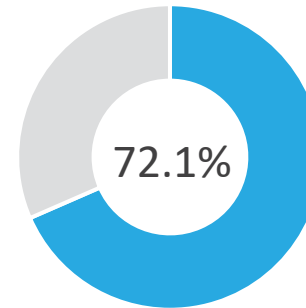


292 Owner Groups

223 in ND & 71 in MN⁺

215 settlements achieved
40 ongoing negotiations
43 in litigation

73.6% of owner groups have settled



653 Parcels

471 settlements achieved
66 ongoing negotiations
116 in litigation

72.1% of parcels have been acquired

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

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels

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 10/12/2026

Payment Date	Collection Month	County Amount	County Collections	County Growth %	2% Sales Tax		City Total Amount	City Growth %
					PSST Amount	Infra & FC Amount		
			14,583,146.29	15.68%			41,105,670.62	46,243,879.43
	Dec-26	-			-	-		
	Nov-26	-			-	-		
	Oct-26	-			-	-		
	Sep-26	-			-	-		
	Aug-26	-			-	-		
9/22/2026	Jul-26	2,159,431.36			762,144.85	6,097,158.79		
8/21/2026	Jun-26	2,622,745.68			920,555.73	7,364,445.85		
7/22/2026	May-26	2,521,481.29			842,911.06	6,743,288.50		
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81		
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45		
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81		
3/21/2026	Jan-26	1,556,847.48			554,006.80	4,432,054.41		
			23,236,103.87	-0.29%			68,274,579.41	74,935,830.45
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%		6,626,714.99	69,824,744.71	0.83%
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%			69,250,461.96	4.02%
2022 Collections			21,358,922.89	-2.56%			66,571,120.26	4.28%
2021 Collections			21,920,710.74	31.11%			63,840,810.53	29.90%
2020 Collections			16,719,327.13	0.30%			49,146,842.57	-5.00%
2019 Collections			16,670,136.34	6.04%			51,732,824.69	7.36%
2018 Collections			15,720,221.20				48,185,965.90	
2017 Collections			2,796,024.89					
Totals Since 2019			\$ 179,415,401			\$ 536,975,077		