Board Agenda

METRO FLOOD DIVERSION AUTHORITY

Diversion Board of Authority

November 19, 2026 @ 3:30 p.m. CST

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

1. Call to Order
    a. Roll Call of Members
2. Nomination and voting for a temporary Board Chair for the November 19, 2026 Diversion Board of Authority Meeting
3. Approve minutes from the MFDA Board Meeting on October 22, 2026 [Attachment 01.00] (Pg. 3)
4. Approve Order of Agenda
5. **CONSENT AGENDA – APPROVE THE FOLLOWING:**
    a. Voucher Approval [Attachment 02.00] (Pg. 9)
    b. Finance Report [Attachment 03.00] (Pg. 26)
    c. Wilkin County & MFDA Permit & License Agreement [Attachment 04.00] (Pg. 45)
    d. Post Operations Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands [Attachment 05.00] (Pg. 55)
    e. DA Board Approval Contracting Actions [Attachment 06.00] (Pg. 126)
        i. MRA New Agreement [Attachment 06.01] (Pg. 128)
        ii. WP-52M Miscellaneous Paving Award Recommendation to Border States Paving [Attachment 06.02] (Pg. 130)
    f. Excess Land Recommendations
        i. OIN 1665, 1792, 1793, & 1802 Excess Land Sale Recommendation [Attachment 07.01] (Pg. 133)
        ii. OIN 1955 Excess Sale Land Recommendation [Attachment 07.02] (Pg. 141)

REGULAR AGENDA:

6. Executive Director Update
    a. MFDA Committee and Board Member Updates
7. General Counsel Update
    a. WIFIA Loan Update

b. Records Retention & Disposal Policy
[Attachment 08.00] (Pg. 148)

c. Sales Tax Revenue Bond Parameter Resolution
[Attachment 09.00] (Pg. 157)

d. First Amendment to Restated and Amended ICE Advance Payment Agreement
[Attachment 10.00] (Pg. 184)

8. Project Updates
    a. USACE Project Update [Attachment 11.00] (Pg. 219)
    b. SWDCAI Project Update [Attachment 12.00] (Pg. 221)
    c. Project Safety Update [Attachment 13.00] (Pg. 222)
    d. P3 Monthly Update [Attachment 14.00] (Pg. 223)
    e. Monthly Drone Footage Video
9. Communications Team Update
10. Land Management Update
    a. Property Acquisition Status Report [Attachment 15.00] (Pg. 264)
11. Finance Update
    a. Sales Tax Update [Attachment 16.00] (Pg. 271)
12. Other Business
    a. Documentary RFQ [Attachment 17.00] (Pg. 272)
13. Public Comment – 15 minutes maximum. Each speaker is limited to three minutes.
14. Next Meetings: December 17, 2026
15. 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

Metro Flood Diversion Authority Board of Authority Meeting Minutes

3:00 PM – October 22, 2026
City of Fargo Commission Chambers

A regular meeting of the Metro Flood Diversion Authority Board of Authority was held on October 22, 2026. The following members were present: Josh Boschee, Mayor, City of Fargo; Shelly Carlson, Mayor, City of Moorhead; Chad Peterson, Fargo City Commissioner; Michelle Turnberg, Fargo City Commissioner; Tony Grindberg, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council; David Ebinger, Clay County Commissioner; Rick Steen, Manger, Cass County Joint Water Resource District; Lisa Borgen, Moorhead City Council; Jim Kapitan, Cass County Commissioner; Duane Breitling, Cass County Commissioner and Kevin Campbell, Clay County Commissioner.

Member absent: Eric Gjerdevig, Mayor, City of West Fargo.

1. CALL TO ORDER

Mayor Boschee called the meeting to order at 3:00 PM. Roll call was taken, and a quorum was present.

2. APPROVE THE MINUTES FROM THE SEPTEMBER 2026 MFDA BOARD OF AUTHORITY MEETING

MOTION PASSED

Mr. Peterson moved to approve the minutes from the September 2026, meeting and Mr. Breitling seconded the motion. On a voice vote, the motion carried.

3. APPROVE THE ORDER OF THE AGENDA

MOTION PASSED

Mr. Steen moved to amend the agenda, adding Consent Agenda item 4., e., i., HMG Task Order 102, Amendment 13, R2, under item 10., a., making it item 10., b., with Mr. Bakkegard providing additional information as it relates to the Task Order. Mr. Campbell moved to approve the order of the agenda with the addition and Mayor Carlson seconded the motion. On a voice vote, the motion carried.

4. APPROVE THE CONSENT AGENDA

MOTION PASSED

Mr. Steen moved to approve the Consent Agenda and Mr. Ebinger seconded the motion. On a roll call vote, the motion carried.

5. EXECUTIVE DIRECTOR UPDATE

Mr. Benson reported that there have been a lot of things to track with the various agencies as we transition to O&M. Mr. Fisher has been coordinating several tours and holding discussions about environmental issues.

The AAB building is complete, and the move has tentatively been scheduled for the week of November 9th.

The City of Horace has placed a $100,000 special assessment on a tract of land belonging to DA, for their Wall Street project. A MOU was signed with the City of Horace in 2019 for $5,000,000, and Mr. Benson is going to request that they take the $100,000 out of that fund.

6. GENERAL COUNSEL UPDATE

a. WIFIA Update

Mr. Shockley reported that there will not be a WIFIA draw taken this month. We are still awaiting invoices from the developer, and the policy is not to submit a draw request unless it is $25,000,000, or more.

b. PPA Pledge Resolution

Mr. Shockley provided an overview of the PPA Pledge Resolution indicating that the issuance has been pushed back to November or December due to the delay from the developer, and the funds are not needed at this time.

MOTION PASSED

Mr. Steen moved to approve the Resolution as presented and Mr. Breitling 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)

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.

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 Inlet Completion
- 32nd Ave & CR 6 Bridge Completion
- Channel Reaches 12,13, 14

30 to 60-Day Outlook
- Interim Completions
- Aqueduct Spillways

c. Project Safety Update
Mr. Bakkegard provided the safety update for the period September 1 to September 30, 2026, and he reported that it was a good month with only one recordable event with dust in an employee's eye that required treatment. There were no other incidents to report.

d. P3 Monthly Update
Mr. Bakkegard highlighted the buildable units progress in the October P3 monthly update.

Maple River Aqueduct				
Flume/Conduit Structure	**710+17**	**Active**	**95.80%**	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
Maple River Spillway	**710+17**	**Active**	**93.40%**	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 TexCote application ongoing

Maple River Aqueduct Engineered Channel	**710+17**	**Active**	**98.41%**	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
Sheyenne River Aqueduct	**1477+50**	**Active**	**90.35%**	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

The table can be viewed in its entirety at www.fmdiversion.gov. Please reach out to Mr. Barthel if you have any questions.

e. Monthly Drone Video

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

8. COMMUNICATIONS UPDATE

Mr. Fisher provided the following communications update:

PR/Media Relations:

- September construction update
- Jay Thomas Show
- Highway 81 updates

Newsletter:

- O&M
- 54.1% open rate
- 12.6% click-through rate
- Next issue: Engineering

Outreach:

- GIS Conference

Recognition:

- National awards for:
- FMDiversion.gov website editing – 2nd Place
- The Diversion Current – 3rd Place
- Social Media Campaign – 3rd Place
- Social Media Presence – Honorable Mention
- Year-in-Review Infographic – Honorable Mention

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 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 hearings 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:

- 98.4% completion in the Construction Footprint
- 72.1% completion in the UMA Footprint
- 95.3% of the parcels in the Southern Embankment have been acquired
- 72.1% of the parcels in the Upstream Mitigation Area have been acquired
- 79.8% of the Environmental Easements have been signed
- 100.0% completed: Stormwater Diversion Channel; Oxbow-Hickson-Bakke levee; in-town levees and the Drayton Dam mitigation

10. FINANCE UPDATE

a. Finance Meeting Update

Mr. Steen reported that all the items on the Consent Agenda were approved at the Finance Committee meeting. Sales tax receipts are up 15% in Cass County and up 10% in the City of Fargo. Draft Version 2 of the 2027 cash budget was reviewed with potential approval in December or January.

Mr. Bakkegard provided an update on the HMG Task Order partial amendment. He indicated that there is an estimated amount of $3,500,000 that will be needed over the next two years to cover the mapping process. He also noted that this is the largest project that FEMA has participated in and they are following their protocols and policy as closely as possible. There will be a lot of back and forth in 2028, 2029 and 2030 as we transition into the mapping process.

11. OTHER BUSINESS

a. Crop Loss Reserve Fund Sub-Committee Update

Mayor Carlson reported that the MFDA has established a Crop Loss Reserve Fund Sub-Committee. The sub-committee met on October 21, 2026, and reviewed the three RFQs that were received in response to the request for qualifications for a fund oversight manager.

At the recommendation of the Sub-Committee and Finance Committee, it is recommended to approve Johnson Financial as the fund oversight manager and direct staff to finalize a contract with them.

MOTION PASSED

On behalf of the Crop Loss Reserve Fund Sub-Committee and Finance Committee, Mayor Carlson moved to recommend that Johnson Financial be retained as the fund oversight manager. Mr. Peterson seconded the motion, and on a roll call vote, the motion carried.

12. PUBLIC COMMENT

There were no public comments.

13. NEXT MEETING

The next meeting will be on November 19, 2026.

14. ADJOURNMENT

The meeting adjourned at 3:37 PM.

Finance Committee Bills from November 2026

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills – Request #147 CCJWRD	$	818,138.37
City of Fargo	Reimburse complementary in-town flood projects	$	644,624.57
Ohnstad Twichell, P.C.	Legal services rendered through October 21, 2026	$	150,018.50
Clay County	Diversion bills – Request #71 MCCJPA	$	29,300.09
Cass County	Reimburse misc expenses from Diversion Authority office	$	8,223.13
Holy Cross Township	Install culvert for field approach	$	5,848.28
Maple River Water Resource District	Reimburse legal & engineering costs related to MOU	$	5,001.64
JDP Electric	Electrical work at AAB	$	2,576.00
Rush River Water Resource District	Reimburse engineering costs related to MOU	$	2,364.66
Jodi Smith	September 2026 consulting services	$	1,625.00
RJ Zavoral & Sons	Move storage container to AAB	$	1,450.00
Swanson & Warcup	Legal services Dispute Review Board (DRB)	$	1,350.00
Total Bills Received through November 11, 2026		$	1,670,520.24

SENT VIA EMAIL

Cass County Joint Water Resource District

Ken Lougheed
Chairman
Leonard, North Dakota

Keith Weston
Manager
Gardner, North Dakota

Gerald Melvin
Manager
Fargo, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

Melissa Hinkemeyer
Director-Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

November 6, 2026

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find copies of bills totaling $818,138.37 regarding the above-mentioned project.

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

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

Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director-Secretary

		METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES						11/6/2026
Invoice	Invoice	Invoice		Project				
Paid	Date	No.		No.	Amount		Vendor	Description
	10/22/2026				(59,420.95)		The Title Team - Commerical Services	Sale of the Horace Elevator to Horace Grain Exchange LLC
	9/25/2026	222354			561.00		Ohnstad Twichell, PC	Basin Project 2009 - Diversion
	9/25/2026	222355			6,438.00		Ohnstad Twichell, PC	Diversion ROW Acquistion
	9/25/2026	222356			561.00		Ohnstad Twichell, PC	Diversion Auth Agmt - Drains
	9/25/2026	222360			11,849.50		Ohnstad Twichell, PC	Upstream Mitigation Area
	10/20/2026	221819			1,483.50		Ohnstad Twichell, PC	Brakke Family OIN 1938, 1977 & 1978
	10/20/2026	221820			965.00		Ohnstad Twichell, PC	Brakke, Paul OIN 1974 1976
	10/20/2026	221821			138.00		Ohnstad Twichell, PC	Braaten, Riley D. OIN 5032
	10/20/2026	221822			69.00		Ohnstad Twichell, PC	Evert, Charles & Ruth OIN 1985, 1991
	10/20/2026	221823			414.00		Ohnstad Twichell, PC	Cossette & Aarestad Domain
	10/20/2026	221824			1,558.00		Ohnstad Twichell, PC	2023 Consolidated ED Actions
	10/20/2026	221825			138.00		Ohnstad Twichell, PC	Turner, Scott & Vicki OIN 5028
	10/20/2026	221826			3,938.90		Ohnstad Twichell, PC	Boyer, Stuart & Pat OIN 1967
	10/20/2026	221827			724.50		Ohnstad Twichell, PC	Richard, George & Sharon
	10/20/2026	221828			2,854.00		Ohnstad Twichell, PC	Rupp, Tyler & Kim (OINs 9231, 9232) Eminent Domain Action
	10/20/2026	221829			2,407.48		Ohnstad Twichell, PC	Aaland Law Open Records Reqeust
	10/20/2026	221830			9,818.50		Ohnstad Twichell, PC	Cose, Paul & Margaret (OIN 2044, 2045) Eminent Domain Action
	10/20/2026	221831			379.50		Ohnstad Twichell, PC	Curtis H. Nelson Trust Ellen D Nelson Trust OIN (OIN 1335, 1338, 1351, 1360, 1363, 1512) ED Action
	10/20/2026	221832			448.50		Ohnstad Twichell, PC	Israelson, Dallasd ED OIN 1339 1481
	10/2/2026	883158		38810.00004	6,160.00		Larkin Hoffman	Richland/Cass Cos./Applications for Permit to Enter Land
	10/2/2026	883159		38810.00016	280.00		Larkin Hoffman	Israelson, Gary and Nancy, Flowage Easement Acquistion
	10/2/2026	883160		33810.00017	320.00		Larkin Hoffman	Johnson, Larry & Jane Flowage Easement Acquisition
	10/2/2026	883161		38810.00020	880.00		Larkin Hoffman	Kopp, Alan & June Flowage Easement Acquisition
	10/2/2026	883162		38810.00022	600.00		Larkin Hoffman	Nelson Trusts (Curtis & Ellen, Trustees) Flowage Easement Acquisition
	10/2/2026	883163		38810.00024	800.00		Larkin Hoffman	Ness Family Trust Flowage Easement Acquisition
	10/2/2026	883164		38810.00032	4,560.00		Larkin Hoffman	Dall Israelson
	10/2/2026	883165		38810.00035	840.00		Larkin Hoffman	Patrick Anderson and Lori Propp-Anderson
	10/2/2026	883166		38810.00049	920.00		Larkin Hoffman	Allan and Mary Swenson
	10/2/2026	883167		38810.00063	360.00		Larkin Hoffman	Hayes
	10/2/2026	883168		38810.00065	160.00		Larkin Hoffman	Colehour/The Quinland Farm (OIN's 2031-33; 2035; 0866-67; and 8063
	10/2/2026	883169		38810.00066	2,120.00		Larkin Hoffman	Stuart T. and Laverna Ystebo LLLP OIN's 1451-53; 1466 and 1494
	10/8/2026	SIN013016		197016	2,846.00		Moore Engineering	FM Diversion - Design Coordination
	9/1/2026	13783.02-7			8,733.23		SRF Consulting Group	Task Order No 2
	10/8/2026	1200870086			2,075.21		HDR Engineering Inc.	TO3 Property Acquistion Services 7/26/26-9/26/26 Brooke Josephina Davis, Landen Bennett Loecker, Lee W Kaffar, Wade G Withworth
	10/9/2026	289087			175,279.40		The Title Company	Buyer's Settlement Statement - OIN 1548
	10/9/2026	288725			548,681.15		The Title Company	Buyer's Settlement Statement - OIN'S 866, 867, 2031, 2032, 2033, 2035, 8360
	10/22/2026				48,334.96		Kay Jay Ag Services, Inc.	Non Residential Relocation Reimbursement OIN 2040, 2184
	10/22/2026				11,050.00		Steven Brakke	Non-Residential move claim OIN 1939
	10/23/2026				13,962.99		Steven Brakke	Residential move claim OIN 1939
					3,850.00		Jantze Haley	Reimbursement - Field Approach Mapleton ND - OIN's 8674, 8675, 9747, &9747X Exchange on OIN's 9751X & 9755Y
				Total	**818,138.37**			
OXBOW - HICKSON - BAKKE RING LEVEE PROJECT								
	Invoice	Invoice		Project				
	Date	No.		No.	Amount		Vendor	Description
				Total	0.00			
				Grand Total	**818,138.37**			

THE CITY OF Fargo
FAR MORE

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

November 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 #61 for reimbursement of invoices paid totaling $644,624.57 These costs are for work on complementary in-town flood protection projects for costs paid in October 2026.

Project Narrative, this request:

Project Number	Project Description	Amount
FM15J	Belmont Flood Risk Management Project	123,756.64
NR25D	Storm Lift Rehab - #41 & 42	437,997.53
NR26C	Storm Lift Rehab - #40	82,870.40
	Total Expense for Period	**$644,624.57**

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
October 1, 2026 - October 31, 2026

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name	nting Pe	ccounting Period	Bookmarked Invoice
FM15J0	FLOOD MIT-Belmont Park	46035305103305	FLOOD MITIGATION BELMONT	6,493.45	357280	1200845713	10/01/2026	HDR ENGINEERING INC	10	2026	1
FM15J0	FLOOD MIT-Belmont Park	46035305103305	FLOOD MITIGATION BELMONT	15,988.25	357280	1200853586	10/01/2026	HDR ENGINEERING INC	10	2026	1
460-3530-510.33-05 - Total				22,481.70							
FM15J0 - Total				22,481.70							
FM15J3	FLOOD MIT-Belmont Park	46000002062000	Retainage/Release FM15J3	-5,330.26	357899	FM15J3 #5 137	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-0000-206.20-00 - Total				-5,330.26							
FM15J3	FLOOD MIT-Belmont Park	46035305107352	Flood Mitigation	-27,644.80	357899	FM15J3 #5 095	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-52 - Total				-27,644.80							
FM15J3	FLOOD MIT-Belmont Park	46035305107359	1502 South River Road	11,000.00	357899	FM15J3 #5 048	10/22/2026	KEY CONTRACTING INC	10	2026	5
FM15J3	FLOOD MIT-Belmont Park	46035305107359	Flood Mitigation	89,750.00	357899	FM15J3 #5 074	10/22/2026	KEY CONTRACTING INC	10	2026	5
FM15J3	FLOOD MIT-Belmont Park	46035305107359	1514 South River Road	11,000.00	357899	FM15J3 #5 076	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-59 - Total				111,750.00							
FM15J3	FLOOD MIT-Belmont Park	46035305107366	Flood Mitigation	22,500.00	357899	FM15J3 #5 023	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-66 - Total				22,500.00							
FM15J3 - Total				101,274.94							
NR25D2	STRM LFT RHAB-#41 & 42	46000002062000	Retainage/Release NR25D2	-26,327.85	358004	NR25D2 #6 051	10/29/2026	CC STEEL, LLC	10	2026	6
460-0000-206.20-00 - Total				-26,327.85							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #41 (10th St	4,250.00	358004	NR25D2 #6 011	10/29/2026	CC STEEL, LLC	10	2026	6
NR25D2	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #58 (Univ Dr	313,000.00	358004	NR25D2 #6 012	10/29/2026	CC STEEL, LLC	10	2026	6
460-3530-510.73-58 - Total				317,250.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107361	Lift Station #41 (10th St	440.00	358004	NR25D2 #6 015	10/29/2026	CC STEEL, LLC	10	2026	6
NR25D2	STRM LFT RHAB-#41 & 42	46035305107361	Lift Station #58 (Univ Dr	660.00	358004	NR25D2 #6 016	10/29/2026	CC STEEL, LLC	10	2026	6
460-3530-510.73-61 - Total				1,100.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107363	Lift Station #58 (Univ Dr	189,772.00	358004	NR25D2 #6 013	10/29/2026	CC STEEL, LLC	10	2026	6
460-3530-510.73-63 - Total				189,772.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107369	Lift Station #58 (Univ Dr	18,435.00	358004	NR25D2 #6 014	10/29/2026	CC STEEL, LLC	10	2026	6
460-3530-510.73-69 - Total				18,435.00							
NR25D2	STRM LFT RHAB-#41 & 42	46035305107399	Adjustments	-84,000.00	358004	NR25D2 #6 057	10/29/2026	CC STEEL, LLC	10	2026	6
460-3530-510.73-99 - Total				-84,000.00							
NR25D2 - Total				416,229.15							
NR25D3	STRM LFT RHAB-#41 & 42	46000002062000	Retainage/Release NR25D3	-356.98	357487	NR25D3 #6 036	10/08/2026	JDP ELECTRIC INC	10	2026	2
NR25D3	STRM LFT RHAB-#41 & 42	46000002062000	Retainage/Release NR25D3	-1,057.84	357674	NR25D3 #7 056	10/15/2026	JDP ELECTRIC INC	10	2026	4
460-0000-206.20-00 - Total				-1,414.82							
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #58 Electric	3,459.33	357487	NR25D3 #6 009	10/08/2026	JDP ELECTRIC INC	10	2026	2
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #41 Electric	3,680.19	357487	NR25D3 #6 029	10/08/2026	JDP ELECTRIC INC	10	2026	2
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #58 Electric	8,071.77	357674	NR25D3 #7 019	10/15/2026	JDP ELECTRIC INC	10	2026	4
NR25D3	STRM LFT RHAB-#41 & 42	46035305107358	Lift Station #41 Electric	13,085.12	357674	NR25D3 #7 037	10/15/2026	JDP ELECTRIC INC	10	2026	4
460-3530-510.73-58 - Total				28,296.41							
NR25D3	STRM LFT RHAB-#41 & 42	46035305107399	Adjustments	-5,113.21	357487	NR25D3 #6 040	10/08/2026	JDP ELECTRIC INC	10	2026	2
460-3530-510.73-99 - Total				-5,113.21							
NR25D3 - Total				21,768.38							
NR26C2	STRM LFT RHAB-#40	46035305103306	EX24028 TESTING SER 9.18	1,434.50	357627	IN1029460	10/15/2026	BRAUN INTERTEC CORP	10	2026	3
460-3530-510.33-06 - Total				1,434.50							
NR26C2 - Total				1,434.50							
NR26C3	STS LS #40 REHAB GENERAL	46000002062000	Retainage/Release NR26C3	-4,286.10	357899	NR26C3 #2 132	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-0000-206.20-00 - Total				-4,286.10							
NR26C3	STS LS #40 REHAB GENERAL	46035305107358	Storm Sewer	32,050.00	357899	NR26C3 #2 108	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-58 - Total				32,050.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107359	Landscaping	3,250.00	357899	NR26C3 #2 008	10/22/2026	KEY CONTRACTING INC	10	2026	5
NR26C3	STS LS #40 REHAB GENERAL	46035305107359	Paving	34,932.00	357899	NR26C3 #2 072	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-59 - Total				38,182.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107366	Landscaping	12,250.00	357899	NR26C3 #2 084	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-66 - Total				12,250.00							
NR26C3	STS LS #40 REHAB GENERAL	46035305107369	Landscaping	3,240.00	357899	NR26C3 #2 057	10/22/2026	KEY CONTRACTING INC	10	2026	5
460-3530-510.73-69 - Total				3,240.00							
NR26C3 - Total				81,435.90							
Overall - Total				644,624.57							

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 : 11/6/2026

Consolidated Bill # : 00113

Consolidated Summary

Bill #	Matter	Fees	Expenses	New Charges	Prior Balance	Payments	Balance Due
223946	15-1395.001 - GENERAL TOPICS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-001	$33,885.00	$0.00	$33,885.00	$51,652.70	$0.00	$85,537.70
223947	15-1395.005 - CONSULTANT CONTRACT REVIEW/DEV - DIVERSION AUTH- LOCAL COUNSEL 15-1395-005	$2,936.80	$0.00	$2,936.80	$1,592.40	$0.00	$4,529.20
223948	15-1395.008 - MNDNR PERMIT ISSUES - DIVERSION AUTH- LOCAL COUNSEL 15-1395-008	$150.00	$0.00	$150.00	$342.40	$0.00	$492.40
223949	15-1395.012 - USACE INTERFACE/QUESTIONS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-012	$780.00	$0.00	$780.00	$85.60	$85.60	$780.00
223950	15-1395.013 - THIRD PARTY UTILITY MOUS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-013	$38,329.00	$262.00	$38,591.00	$17,202.40	$0.00	$55,793.40
223951	15-1395.023 - PRAM - DIVERSION AUTH- LOCAL COUNSEL 15-1395-023	$85.60	$0.00	$85.60	$1,194.80	$0.00	$1,280.40
223952	15-1395.024 - P3 IMPLEMENTATION - DIVERSION AUTH- LOCAL COUNSEL 15-	$50,202.70	$0.00	$50,202.70	$53,520.60	$0.00	$103,723.30

	1395-024						
223953	15-1395.027 - UMA/UTILITY REVIEW - DIVERSION AUTH- LOCAL COUNSEL 15-1395-027	$588.00	$0.00	$588.00	$1,092.00	$0.00	$1,680.00
223954	15-1395.029 - DEED RESTRICTIONS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-029	$6,630.00	$0.00	$6,630.00	$360.00	$360.00	$6,630.00
223955	15-1395.030 - DISPUTE REVIEW BOARD MATTERS - DIVERSION AUTH- LOCAL COUNSEL 15-1395-030	$3,160.00	$0.00	$3,160.00	$1,326.80	$0.00	$4,486.80
223956	15-1395.032 - 2027 SUBORD SALES TAX BOND - DIVERSION AUTH- LOCAL COUNSEL 15-1395-032	$13,009.40	$0.00	$13,009.40	$7,419.30	$0.00	$20,428.70
		$149,756.50	**$262.00**	**$150,018.50**	**$135,789.00**	**$445.60**	**$285,361.90**

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

November 10, 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	$29,800.09
Metro Flood Diversion Receipts	($500.00)
Total Reimbursement Request	$29,300.09

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

Vendor	Invoice Date		Invoice Amount	Invoice #	Processed: Date Approved	Processed: Date Paid	Processed: Check #	Processed: Reimb Request
Marsh & McLennan	10/1/26	insurance	$103.04	203789	10/6/26	10/21/26	133068	11/10/2026
Clay County Union	9/14/26	joint powers meeting	$24.00	3364	10/23/26	10/28/26	576448	11/10/2026
Ohnstad Twichell	10/6/26	Upstream mitigation	$8,649.00	222082	10/19/26	11/11/26	576666	11/10/2026
Ohnstad Twichell	10/6/26	eminent domain clay	$1,554.00	222084	10/19/26	11/11/26	576666	11/10/2026
Ohnstad Twichell	10/6/26	eminent domain wilkin	$9,966.00	222085	10/19/26	11/11/26	576666	11/10/2026
Ohnstad Twichell	10/6/26	aaland law data practices request	$2,407.48	222086	10/19/26	11/11/26	576666	11/10/2026
Ohnstad Twichell	10/6/26	General	$1,855.00	222087	10/19/26	11/11/26	576666	11/10/2026
Ohnstad Twichell	10/6/26	Southern embankment	$276.00	222083	10/19/26	11/11/26	576666	11/10/2026
ProSource	9/30/26	prof svc through 10/3/26	$971.00	7858	10/23/26	11/11/26	576673	11/10/2026
SRF Consulting Group	9/30/26	prof svc through 9/30/26	$3,994.57	13820.02-7	10/23/26	11/11/26	576682	11/10/2026
BCSS, LLC	10/1/26	land rent 3348 180th Ave S	-$500.00	153180	10/1/26	10/1/26		11/10/2026
Total reimbursement request			$29,300.09					11/10/2026

CASS COUNTY GOVERNMENT

INVOICE: INV013341

Date 11/06/2026
Invoice account 198

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

Description	Quantity	Unit price	Amount
DIVERSION-OCTOBER 2026 PAYROLL EXPENSES	1.00	110,163.41	110,163.41
DIVERSION-OCTOBER 2026 MISCELLANEOUS EXPENSES	1.00	8,223.13	8,223.13

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Round-off	Currency	Total
118,386.54	0.00	0.00	118,386.54	0.00	0.00	USD	118,386.54

Due date 12/06/2026

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:**INV013341**
Date: 11/06/2026
Total: 118,386.54

Name: CITY OF FARGO
Account #: 198
Due date 12/06/2026

GLACIER ENTERPRISES, LLC
PO Box 189
Horace, ND 58047

Invoice

Invoice #: 1154-8218
Invoice Date: 10/30/2026
Due Date: 10/30/2026
Project:
P.O. Number:

Bill To:

Holy Cross Township
4495 166th Ave S
Moorhead, MN 56560

Description	Hours/Qty	U/M	Rate	Amount
Install culvert on 170th Ave S	1	yd	5,848.28	5,848.28
Sales Tax Rate - In Total			7.50%	0.00

Total	$5,848.28
Payments/Credits	$0.00
Balance Due	$5,848.28

CASS COUNTY GOVERNMENT

Maple River Water Resource District

Gerald Melvin
Chairman
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

Dallas Hoffmann
Manager
Wheatland, North Dakota

Melissa Hinkemeyer
Director-Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrd@casscountynd.gov
www.casscountynd.gov

SENT VIA EMAIL

November 10, 2026

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

Greetings:

RE: Maple River WRD Reimbursements

Enclosed please find a copy of invoices totaling $5,001.64 regarding the Metro Flood Diversion project.

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

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

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director-Secretary

Enclosure

Invoice

JDP ELECTRIC
INCORPORATED
License # ND M3308 / MN EA003202

803 28th St. S
Fargo, ND 58103-2364
(701) 232-1991
Fax: (701) 364-5483

Bill To:
Metro Flood Diversion Authority
4784 Amber Valley Parkway S Suite 100

Fargo, ND 58104

Attn: **Kevin Custer**

Job Address:
10235 45th St S

Fargo, ND 58104

Date	Invoice Number	Customer Order Number	Customer Number	Net Terms
10/23/2026	JC23889		MET686	

Description

Electrical Work per attached

Billing Amount:	2,576.00
Retention Withheld:	0.00
Retention Due:	0.00
Subtotal:	$2,576.00
Misc:	0.00
Tax:	0.00
Pay This Amount	$2,576.00

CASS COUNTY GOVERNMENT

Rush River
Water Resource
District

William A. Hejl
Chairman
Amenia, North Dakota

Dick Sundberg
Manager
Harwood, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Melissa Hinkemeyer
Director-Secretary

Amy Hepper
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrd@casscountynd.gov
www.casscountynd.gov

SENT VIA EMAIL

October 21, 2026

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a copy of an invoice totaling $2,364.66 regarding the Metro Flood Diversion Project.

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

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

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer
Director

Enclosure

INVOICE

DATE:
10/01/2026

INVOICE #
20

TO:

Jodi Smith
2404 Langer Way
Bismarck, ND 58504
jodiasmith@me.com
970-302-0773

	JOB	PAYMENT TERMS	DUE DATE
Jodi Smith	MFDA Consulting	Due on receipt	10/31/2026

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
September	September MFDA Consulting 12.5 Hours	$130/HR	$1,625
		SUBTOTAL	$1,625
		SALES TAX	0
		TOTAL	$1,625

MAKE ALL CHECKS PAYABLE TO JODI SMITH
Thank you for your business!

RJ ZAVORAL & SONS, INC.
PO BOX 435
EAST GRAND FORKS, MN 56721-0435

Phone: (218) 773-0586
Fax: (218) 773-6423
www.rjzavoral.com

Invoice

Invoice Number
11564
Invoice Date
10/20/2026

Bill To: METRO FLOOD DIV AUTHORITY
ATTN: TOM FUCHS
4784 AMBER VALLEY PARKWAY S, SUITE 100
FARGO, ND 58104

Re: TIME & MATERIAL HOURLY WORK
EQUIPMENT W/ OPERATOR

Job No	Customer Job No	Customer PO	Payment Terms
99TM26			Due Upon Receipt

Quantity	U/M	Description	Rate/Unit	Price
		WP-47F STORAGE CONTAINER MOBILIZATION		
2.00	HR	SUPERVISOR	105.000	210.00
2.00	HR	SEMI W/ LOWBOY W/ OP	300.000	600.00
2.00	HR	T770 SKIDSTEER W/ OP	145.000	290.00
2.00	HR	644K LOADER W/ OP	175.000	350.00

SUBTOTAL	$	1,450.00
SALES TAX	$	0.00
TOTAL DUE	**$**	**1,450.00**

PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT.
FINANCE CHARGES OF 1.5% PER MONTH [18% APR] ON ALL PAST DUE INVOICES.

Statement Account Summary

Previous Balance		New Charges		Payments Received		**Total Amount Outstanding**
$810.00	+	$1,350.00	-	$810.00	=	**$1,350.00**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Howard Swanson	HDS	3.00	450.00	$1,350.00

Trust Account Balance $0.00

Checks should be made payable to: Swanson & Warcup, Ltd.

A late payment charge of 1.5% per month (18% per annum) will be charged on all accounts not paid within 30 days.

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase
As of 10/31/26

	790: FM Diversion Project Fund								770: Budget Fund				773: Excess Capital Fund			
	2011-2020	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	29,695,789	470,060,094	-	-	-	-	-	-	-	470,060,094
Cass County	238,074,113	20,605,468	20,077,388	21,720,075	21,906,084	21,841,938	15,882,192	360,107,258	-	-	-	-	-	-	-	360,107,258
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	-					100,000,000	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	4,000	6,391,795	-	-	-	-	-	-	-	6,391,795
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	7,924,155	46,264,756	-	-	24,478	24,478	-	-	-	46,289,234
Miscellaneous	4,886	7,336	1,987	70,350	76,997	52,290	431,661	645,508	4,986,132	1,672,420	1,375,000	8,033,552	-	-	-	8,679,060
Total Revenues	750,986,254	137,683,563	193,689,120	214,617,631	222,071,198	162,250,984	344,571,746	2,025,870,495	4,986,132	1,672,420	1,399,478	8,058,030	-	-	-	2,033,928,525
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	2,444,905	26,308,657	4,712,715	1,351,490	981,214	7,045,419	-		-	33,354,076
7915 WIK - Project Design	36,316,433	2,261,337	2,491,982	4,347,833	4,375,148	5,542,984	5,581,262	60,916,978	-	-	-	-	-		-	60,916,978
7920 WIK - Project Management	70,718,325	13,629,756	14,935,064	14,936,935	16,269,917	17,233,617	11,182,080	158,905,694	-	-	-	-	-		-	158,905,694
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	19,210,319	541,446,891	-	-	-	-	-		-	541,446,891
7931 LERRDS - Minnesota	4,982,754	3,832,050	5,722,668	5,714,157	21,930,147	4,782,521	1,364,130	48,328,427	-	-	-	-	-		-	48,328,427
7940 WIK Mitigation - North Dakota	1,022,658	35,279,546	57,777	1,039,229	166,142	157,285	159,771	37,882,408	-	-	-	-	-		-	37,882,408
7941 WIK Mitigation - Minnesota	-	112,271	357,080	933,799	586,522	3,999,095	15,021,176	21,009,943	-	-	-	-	-		-	21,009,943
7950 Construction - North Dakota	104,100,296	25,488,649	17,899,069	17,767,981	34,006,877	124,437,492	217,541,677	541,242,040	-	-	-	-	-		-	541,242,040
7951 Construction - Minnesota	-	-	210,000	669,048	182,594	185,873	273,984	1,521,498	-	-	-	-	-		-	1,521,498
7952 Construction - O/H/B	33,612,243	2,070,541	646,144	118,976	628,480	102,939	10,824	37,190,149	-	-	-	-	-		-	37,190,149
7955 Construction Management	11,598,799	180,481	137,041	1,062	5,322	74,159	37,738	12,034,602	-	-	-	-	-		-	12,034,602
7959 SRF Construction	-	-	5,936,985	7,781,266	16,519,945	7,832,812	2,533,864	40,604,873	-	-	-	-	-		-	40,604,873
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	10,720,226	118,973,256	-	-	-	-	-		-	118,973,256
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	303,789,954	1,719,340,069	4,712,715	1,351,490	981,214	7,045,419	-		-	1,726,385,488
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	1,375,000	7,979,566		-	-	-	-		-	7,979,566
Total Other Financing Sources (Uses)	-	659,566	1,250,000	1,395,000	1,650,000	1,650,000	1,375,000	7,979,566		-	-	-	-		-	7,979,566

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
October 31, 2026

	FM Diversion Project Fund	Budget Fund	Risk Sharing Fund	Grand Total
Assets				
Cash	$ 248,893,965	$ 1,012,612	$ 10,000,000	$ 259,906,577
Cash Horace 3.01 MIT	4,723,326	-		4,723,326
Cash BRRWD	9,599,751	-		9,599,751
Cash Held In Trust at BND				
Excess Revenue Fund	742,185	-	-	742,185
Temp Debt Obligation Fund	3,631,767	-	-	3,631,767
Authority Loan Fund	163,870	-		163,870
P3 Reserve Fund	16,692,486	-	-	16,692,486
SRF Loan Reserve Fund	2,364,023			2,364,023
WIFIA Loan Reserve Fund	1,074,120			1,074,120
Revenue Fund	3,926			3,926
Prepaid Expense	1,180,566	-	-	1,180,566
Refundable Deposit	1,000			1,000
Total assets	**289,070,984**	**1,012,612**	**10,000,000**	**300,083,595**
Liabilities				
Vouchers payable	-	-	-	-
Retainage payable	506,869	-	-	506,869
Rent Deposit	13,250	-	-	13,250
Total liabilities	**520,119**	**-**	**-**	**520,119**
NET POSITION	**$ 288,550,865**	**$ 1,012,612**	**$ 10,000,000**	**$ 299,563,477**

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	$ 259,906,577
Dec-26	

Summary Of Expenses
EXP-2026-10

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
770-7910-429.34-15	10/15/2026	357716	Network Center Inc.	$11,815.68	LENOVO THINKSYSTEM SERVER	V13801	IT SERVICE AGREEMENT
	10/15/2026	357716	Network Center Inc.	$643.23	IT SERV AGREEMENT 10.5.26	V13801	IT SERVICE AGREEMENT
	10/29/2026	358006	CONSOLIDATED COMMUNI	$527.50	7011500113/0 DIV IT OCT/N	V00106	EXECUTIVE DIRECTOR
			Technical Services / Computer Services	**$12,986.41**			
			770 Subtotal	**$12,986.41**			
790-0000-206.10-00	10/15/2026	357696	Lyle Wilkens Inc.	$27,355.00	Pay vendor retainage	V15601	TO29-WP38C-OIN 2016
	10/29/2026	358093	RJ Zavoral & Sons Inc.	$44,828.80	PAY RETAINAGE	V14703	WARNECKE AVE & 25TH ST
			Retainage	**$72,183.80**			
790-7910-429.34-20	10/22/2026	357924	Neon Loon Communications, LL	$15,510.00	#3 COMM SUPPORT 9.1-9.30	V09601	COMMUNICATIONS SUPPORT
			Technical Services / Marketing / Public Relat.	**$15,510.00**			
790-7910-429.34-40	10/22/2026	357867	Flint Group	$800.00	SERV AGMT-Q3 MELTWTR REPO	V10201	WEBSITE DESIGN
	10/22/2026	357867	Flint Group	$605.00	SERV AGREEMT WEBSITE DESI	V10201	WEBSITE DESIGN
			Technical Services / Web Site Develop/Maintain	**$1,405.00**			
790-7910-429.34-56	10/23/2026	EK10260	City of Fargo	$18,547.00	FISCAL AGENT FEE - 10/26	V05902	MONTHLY FISCAL AGENT FEE
			Technical Services / FMDA Fiscal Agent Fees	**$18,547.00**			
790-7915-429.33-05	10/8/2026	357418	AECOM	$2,954.00	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
	10/22/2026	357808	Beaver Creek Archaeology	$5,548.03	TO #6 CLARA CEMETARY MONI	V02601	CULTURAL INVESTIGATION
	10/22/2026	357808	Beaver Creek Archaeology	$7,462.27	TO #5 NORTH PLEASANT CEM	V02601	CULTURAL INVESTIGATION
	10/22/2026	357881	HOUSTON-MOORE GROUP L	$524,299.40	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
	10/22/2026	357881	HOUSTON-MOORE GROUP L	$453,257.52	H&H SUPPORT - AUG 2026	V01634	H&H MITIG. & PERMIT SUPPO
			Other Services / Engineering Services	**$993,521.22**			
790-7915-429.38-99	10/14/2026	1236	UNITED STATES GEOLOGIC	$45,146.00	USGS - RMS	V02203	WATER QUALITY MONITORING
			Other Services / Other Services	**$45,146.00**			
790-7920-429.33-05	10/22/2026	357881	HOUSTON-MOORE GROUP L	$36,799.26	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
	10/22/2026	357881	HOUSTON-MOORE GROUP L	$72,396.00	H&H SUPPORT - AUG 2026	V01634	H&H MITIG. & PERMIT SUPPO
			Other Services / Engineering Services	**$109,195.26**			

Summary Of Expenses
EXP-2026-10

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-79	10/22/2026	357831	CH2M Hill Engineers Inc	$493,398.25	5 PRGM MGMT/REL SERV AUG	V00211	CH2M HILL-6/2019-12/2021
	10/22/2026	357831	CH2M Hill Engineers Inc	$599,080.71	6 SUPPORT SERV FY2026 AUG	V00212	P3 PROCUREMENT SUPPORT
			Other Services / Construction Management	**$1,092,478.96**			
790-7930-429.33-05	10/15/2026	357606	ADVANCED ENGINEERING I	$112,927.50	AE2S TO #2 2026-2028 SERV	V00303	TO 02 - CONSULTING SERVICES
	10/22/2026	357832	MOORE ENGINEERING INC	$30,853.48	#3 FLOOD CONTROL PROJECT	V10601	CITY OF CHRISTINE MOU
	10/22/2026	357881	HOUSTON-MOORE GROUP L	$69,091.00	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
	10/22/2026	357881	HOUSTON-MOORE GROUP L	$4,634.50	H&H SUPPORT - AUG 2026	V01634	H&H MITIG. & PERMIT SUPPO
			Other Services / Engineering Services	**$217,506.48**			
790-7930-429.33-25	10/22/2026	357832	Swanson & Warcup	$2,310.00	DIV-#27 SWANSON/WARCUP	V10601	CITY OF CHRISTINE MOU
			Other Services / Legal Services	**$2,310.00**			
790-7930-429.33-32	10/22/2026	357832	CROWN APPRAISALS	$15,000.00	DIV-#27 CROWN APPRAISALS	V10601	CITY OF CHRISTINE MOU
			Other Services / Appraisal Services	**$15,000.00**			
790-7930-429.33-79	10/22/2026	357831	CH2M Hill Engineers Inc	$71,684.10	6 SUPPORT SERV FY2026 AUG	V00212	P3 PROCUREMENT SUPPORT
	10/22/2026	357831	CH2M Hill Engineers Inc	$4,763.56	4 PROP ACQU MGMT SERV AUG	V00210	CH2M HILL-LAND ACQUISITON
			Other Services / Construction Management	**$76,447.66**			
790-7931-429.38-99	10/8/2026	357507	MATT NESS FARMS	$14,000.00	MATT NESS SETTLEMENT AGRM	V02301	MN LAND PURCHASES
			Other Services / Other Services	**$14,000.00**			
790-7931-429.71-30	10/22/2026	EK10260	1879N - MOORHEAD CLAY C	$500.00	RECLASS MCCJPA RENT PROC	V02301	MN LAND PURCHASES
			Land / Land Purchases	**$500.00**			
790-7940-429.33-06	10/22/2026	357820	BRAUN INTERTEC CORP	$4,053.00	TESTING SERV-PROP STR MIT	V00407	TASK ORDER #5
	10/22/2026	357820	BRAUN INTERTEC CORP	$692.50	WP 38D TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$2,589.50	WP 38E TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$26,226.50	WP 52E TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$11,321.25	WP 52F TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$3,208.50	WP31B TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$2,187.00	WP-52K TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
	10/22/2026	357820	BRAUN INTERTEC CORP	$2,176.00	WP-52L TESTING SERV 8.31	V00402	TESTING - WP-43 & WP-28A
			Other Services / Quality Testing	**$52,454.25**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7940-429.34-50	11/5/2026	RS102600	City of Horace	$29.74	OCT 26 DIV/ADMIN FEE	V11602	HORACE-ESCROW PFM FEES
			Technical Services / Investment Management Svc	**$29.74**			
790-7941-429.34-50	11/5/2026	RS102600	BUFFALO-RED RIVER WATE	$43.23	OCT 26 INT/ADMIN FEES	V08304	BRRWD-ESCROW PFM FEES
			Technical Services / Investment Management Svc	**$43.23**			
790-7941-429.73-52	10/16/2026	EK10260	Clay County Government	$12,340,000.00	RECORD MFDA WIRE PAYMENT	V06202	MINNESOTA MATCH FUNDS
			Infrastructure / Flood Control	**$12,340,000.00**			
790-7941-429.73-59	10/22/2026	357834	CLAY COUNTY AUDITOR	$370,638.04	90-HWY2 PROJ SELL BROS #7	V08303	COMSTOCK HIGHWAY 2
			Infrastructure / Street & Roadway System	**$370,638.04**			
790-7950-429.33-05	10/22/2026	357881	HOUSTON-MOORE GROUP L	$35,116.43	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$35,116.43**			
790-7950-429.33-06	10/15/2026	357627	BRAUN INTERTEC CORP	$60,222.00	BRAUN TO #4 OBSERV AUG26	V00406	TASK ORDER #4
	10/22/2026	357820	BRAUN INTERTEC CORP	$11,274.00	WP47F UTILITY RELOC NUSTA	V00404	TESTING - NUSTAR PIPELINE
			Other Services / Quality Testing	**$71,496.00**			
790-7950-429.33-25	10/26/2026	EK10260	Serkland Law Firm	$1,014.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
			Other Services / Legal Services	**$1,014.00**			
790-7950-429.41-05	10/15/2026	357635	Cass Rural Water	$30.05	DIV 18789 7/28-8/27/26	V05006	DIVERSION INLET UTILITY
			Utility Services / Water and Sewer	**$30.05**			
790-7950-429.71-30	10/26/2026	EK10260	City of Fargo	$3,134,357.63	City of Fargo	V05401	DEMOLITION/LEVEE-HARWOOD
			Land / Land Purchases	**$3,134,357.63**			
790-7950-429.73-20	10/8/2026	357532	RJ Zavoral & Sons Inc.	$448,288.05	WP52L WARNECKE AVE & 25 S	V14703	WARNECKE AVE & 25TH ST
	10/22/2026	357918	Minnesota Native Landscapes	$234,020.40	WP41B SHEYENNE 9/8-9/30	V16001	SHEYENNE RIVER BENCHING
	10/29/2026	357996	BORDER STATES PAVING, I	$909,930.20	WP-52K 52 AVE-7/29-10/17	V12102	52ND AVE SOUTH
	10/29/2026	358093	RJ Zavoral & Sons Inc.	$3,600.00	WARNECKE AVE/25 ST WP52L	V14703	WARNECKE AVE & 25TH ST
	10/29/2026	358117	Tunheim Construction, LLC	$75,103.70	8/26-10/15 AP WRLESS RING	V16101	AP WIRELESS RING LEVEE
			Infrastructure / Site Improvements	**$1,670,942.35**			

Summary Of Expenses
EXP-2026-10

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-52	10/29/2026	358102	Schmidt and Sons Inc.	$201,720.57	WP-52F N PLEASNT CEM FLOO	V03834	N PLEASANT CEMETARY FLD
	10/23/2026	EK10260	Red River Valley Alliance LLC	$3,831,607.20	RECORD WIRE MILESTONE PMT	V11402	MILESTONE PAYMENTS
	10/26/2026	EK10260	Key Contracting Inc	$1,268,535.38	KEY CONTRACTING INC	V05405	LEVEE/FLOODWALL - BELMONT
			Infrastructure / Flood Control	**$5,301,863.15**			
790-7950-429.73-59	10/29/2026	358084	PCiRoads LLC	$49,255.00	WP31B I29 CRACK 8/1-10/10	V15501	CONCRETE REMOVAL
			Infrastructure / Street & Roadway System	**$49,255.00**			
790-7950-429.73-70	10/8/2026	357532	RJ Zavoral & Sons Inc.	$1,298,256.60	WP47F CONTRACT A UTILITY	V14702	CRW RING LEVEE & WELLS
	10/22/2026	357827	Cass County Electric Cooperativ	$6,189.86	6072 DECOMM OXBOW SUBSTN	V04736	TO34-DECOMM OXBOW SUBSTA
	10/29/2026	358002	Cass County Electric Cooperativ	$65,028.79	6072-#16 OHB TO SE3 INSTL	V04718	TO16 - OHB TO SE3
	10/29/2026	358067	Minnkota Power Cooperative	$137,018.80	#11 RETIREMNT OXBOW SUBST	V08211	TO11-RETIRE OXBOW SUBSTATI
			Infrastructure / Utilities	**$1,506,494.05**			
790-7952-429.33-05	10/22/2026	357881	HOUSTON-MOORE GROUP L	$1,681.50	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$1,681.50**			
790-7952-429.73-20	10/8/2026	357532	RJ Zavoral & Sons Inc.	$273,880.50	WP-38D BLILIE RING LEVEE	V14704	BLILIE RING LEVEE
			Infrastructure / Site Improvements	**$273,880.50**			
790-7955-429.33-05	10/22/2026	357881	HOUSTON-MOORE GROUP L	$6,758.25	IN TOWN LEVEES WP-42 AUG	V02827	IN TOWN LEVY MAINTENANCE
			Other Services / Engineering Services	**$6,758.25**			
790-7959-429.33-05	10/26/2026	EK10260	HOUSTON ENGINEERING IN	$212.00	HOUSTON ENGINEERING INC	V05439	NR26C-STRM LFT RHAB #40
	10/26/2026	EK10260	HOUSTON ENGINEERING IN	$96,210.83	HOUSTON ENGINEERING INC	V05438	NR25D-STRM LFT RHB #41,42
			Other Services / Engineering Services	**$96,422.83**			
790-7959-429.33-06	10/26/2026	EK10260	BRAUN INTERTEC CORP	$1,079.50	BRAUN INTERTEC CORP	V05439	NR26C-STRM LFT RHAB #40
			Other Services / Quality Testing	**$1,079.50**			
790-7959-429.73-52	10/26/2026	EK10260	CC STEEL, LLC	$217,395.90	CC STEEL, LLC	V05438	NR25D-STRM LFT RHB #41,42
	10/26/2026	EK10260	Key Contracting Inc	$158,122.75	KEY CONTRACTING INC	V05439	NR26C-STRM LFT RHAB #40
			Infrastructure / Flood Control	**$375,518.65**			
790-7990-429.33-05	10/22/2026	357881	HOUSTON-MOORE GROUP L	$15,068.86	REACH SE-1B - CR 16/17	V01633	DESIGN & CONST. SUPPORT
			Other Services / Engineering Services	**$15,068.86**			

Summary Of Expenses
EXP-2026-10

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.33-25	10/15/2026	357754	Swanson & Warcup	$810.00	PROF SERVCS SEPT 2026	V14501	LEGAL SERVICES
			Other Services / Legal Services	**$810.00**			
790-7990-429.34-55	10/22/2026	357858	Ernst & Young	$102,943.30	6.1-8.31 FIN ADVISERY SER	V03301	PPP FINANCL ADVISORY SVCS
			Technical Services / Financial Advisor	**$102,943.30**			
790-7990-429.34-57	10/26/2026	25794	BANK OF NORTH DAKOTA	$18,547.00	BND TRUSTEE FEE 10/2026	V08502	MONTHLY TRUSTEE FEE
			Technical Services / FMDA Trustee Fees BND	**$18,547.00**			
790-7990-520.80-20	10/5/2026	EK10260	BANK OF NORTH DAKOTA	$272,478.21	REC SRF ADMIN FEE AND	VBILL	FM Div. Cost Recovery
			Debt Service / Interest On Bonds	**$272,478.21**			
790-7990-520.80-55	10/5/2026	EK10260	BANK OF NORTH DAKOTA	$90,826.07	REC SRF ADMIN FEE AND	VBILL	FM Div. Cost Recovery
			Debt Service / SRF Admin Fees	**$90,826.07**			
790-7998-555.90-81	10/23/2026	EK10260	Diversion Admin Budget Transfe	$0.00	ANNUAL ADMIN BDGT TRF-OCT	VADMIN	Diversion Administration
			FMDA Admin. Budget Fund	**$0.00**			
			790 Subtotal	**$28,463,499.97**			

Total Amount Invoiced this period:	**$28,476,486.38**	
	$72,183.80	**Less Paid Retainage**
	$28,404,302.58	**Total Less Paid Retainage**

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
LAND PURCHASE	$457,298,567.73	$457,298,567.73	$0.00	Land Purchase
RED RIVER VALLEY ALLIANCE LLC	$341,332,657.65	$341,332,657.65	$0.00	P3 Developer payments
CH2M HILL ENGINEERS INC	$173,501,045.01	$156,585,377.00	$16,915,668.01	Project & Construction Management
HOUSTON-MOORE GROUP LLC	$109,141,613.06	$94,930,553.08	$14,211,059.98	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	$44,441,319.00	$44,441,319.00	$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	$16,422,255.19	$2,168,606.42	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
CITY OF FARGO	$13,153,958.99	$13,148,320.24	$5,638.75	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
CLAY COUNTY GOVERNMENT	$12,340,007.23	$12,340,007.23	$0.00	Miscellaneous
WELLS FARGO	$11,607,080.05	$11,607,080.05	$0.00	Debt Service
DAKOTA UNDERGROUND	$11,141,625.69	$11,141,625.69	$0.00	Utility Relocation
LANDSCAPES UNLIMITED	$11,007,612.78	$11,007,612.78	$0.00	Golf Course Construction - Oxbow Country Club
MOORE ENGINEERING INC	$10,542,611.69	$8,980,657.69	$1,561,954.00	Engineering Services
OKEEFE, OBRIAN, LYSON & FOSS LTD	$9,962,512.68	$9,962,512.68	$0.00	FLDBUY - COF Flood Home Buyouts
RJ ZAVORAL & SONS INC.	$8,705,252.23	$3,520,397.74	$5,184,854.49	Raymond Township Mobility Improvements
HOUSTON ENGINEERING INC	$8,493,650.45	$8,493,650.45	$0.00	Engineering Services
SCHMIDT AND SONS INC.	$8,313,591.86	$7,753,864.11	$559,727.75	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	$7,529,221.05	$7,468,263.78	$60,957.27	Utilities and Utility Relocation
CASS COUNTY ELECTRIC COOPERATIVE	$7,004,922.08	$5,395,707.66	$1,609,214.42	Electrical Services

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
MINNKOTA POWER COOPERATIVE	$6,312,513.73	$5,924,517.73	$387,996.00	Utility Relocation
BRAUN INTERTEC CORP	$5,872,145.91	$5,186,897.56	$685,248.35	Materials Testing
NUSTAR PIPELINE OPERATING PARTNERSHIP	$5,867,251.62	$5,867,251.62	$0.00	Utility Relocation
CLAY COUNTY AUDITOR	$5,457,545.70	$5,457,545.70	$0.00	Property Taxes - MN
ERNST & YOUNG	$5,377,000.00	$5,282,611.90	$94,388.10	P3 Financial Advisory Services
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	$3,512,230.00	$3,239,950.40	$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
BANK OF NORTH DAKOTA	$2,581,917.60	$2,581,917.60	$0.00	Legal review fees
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
ACONEX (NORTH AMERICA) INC	$2,194,655.43	$2,194,242.93	$412.50	Electronic Data Mgmt and Record Storage System
CC STEEL, LLC	$1,869,562.91	$1,869,562.91	$0.00	Lift Station Improvements
MINNESOTA NATIVE LANDSCAPES	$1,865,706.20	$234,020.40	$1,631,685.80	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	$1,586,795.91	$105,807.52	Cultural Resources Investigations
BORDER STATES PAVING, INC	$1,681,811.69	$1,672,910.84	$8,900.85	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
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	$1,254,557.73	$124,042.27	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	$1,096,698.09	$1,096,698.09	$0.00	Utility Relocation
CITY OF HORACE	$1,080,425.41	$1,080,425.41	$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
NEON LOON COMMUNICATIONS, LLC	$805,681.47	$708,306.67	$97,374.80	Communications Support
PCIROADS LLC	$794,096.85	$461,731.36	$332,365.49	I-29 Crack Repairs

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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	$435,659.00	$275,311.25	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	$639,932.62	$639,932.62	$0.00	Retention Projects - Engineering Services
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
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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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 FERCHE 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	$251,077.41	$251,077.41	$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
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

Cumulative Vendor Payments Since Inception (Paid Only)

Vendor Name	Approved Contract/Invoiced Amount	Liquidated	Outstanding Encumbrance	Purpose
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
TUNHEIM CONSTRUCTION, LLC	$132,598.60	$132,598.60	$0.00	AP Wireless Ring Levee
COGENT COMMUNICATIONS	$130,846.90	$60,737.61	$70,109.29	Fiber Optic Relocation
FUGRO USA LAND, INC.	$130,396.52	$130,396.52	$0.00	Digital Aerial Photography
CITY OF COMSTOCK	$123,300.59	$123,300.59	$0.00	Wetland Credits and ROW Easement
BALLARD SPAHR	$121,500.00	$121,500.00	$0.00	Fiscal Agent
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
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	$96,250.00	$8,770.00	Website Services
WARREN TOWNSHIP	$101,604.72	$101,604.72	$0.00	SEEDING, ROAD REPAIR, DUST CONTROL
167 Vendors	**Report Totals:**	**$1,774,968,739.68**	**$1,721,482,910.93**	**$53,485,828.75**

Data Through Date: Friday, October 30, 2026

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**	**485**	**234**	**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	62	233	100%	0	$3,586,679
LAP01	96	95	1	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

Data Through Date: Friday, October 30, 2026

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**	**$102,505,504**
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	$973,621
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**	**520**	**376**	**85%**	**158**	**$157,995,662**
HC	380	4	376	100%	0	$1,283,123
LEGACY	6	6	0	100%	0	$759,198
UMA	582	499	0	86%	83	$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

Data Through Date: Friday, October 30, 2026

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**	**1,951**	**969**	**90%**	**341**	**$479,897,115**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of October 31, 2026

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	$ 8,696,548.46	$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	$ 884,070.41	$ 884,070.41
V02803	Consolidated Communications	2nd Street Utility Relocation	$ 1,178,781.73	$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	$ 266,892.07	$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	$ 18,365,229.13	$ 18,365,229.13
V02806	HMG	WP42 - Services During Construction	$ 6,513,429.90	$ 6,513,429.90
V02807	CCJWRD	In-Town Levee Work	$ 3,756,545.64	$ 3,756,545.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	$ 397,906.52	$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	$ 586,269.60	$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	$ 769,791.73	$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	$ 16,720,591.15	$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	$ 1,169,651.74	$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	$ 16,230.00	$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	$ 2,660,937.92	$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	$ 907,999.08	$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	$ 1,599,646.21	$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	$ 738,880.50	$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	$ 13,362,906.82	$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	$ 851,775.30	$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	$ 1,639,524.33	$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	$ 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 10/31/2026

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
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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 10/31/2026

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	

PERMIT AND LICENSE AGREEMENT

THIS PERMIT AND LICENSE AGREEMENT (the "Agreement") is made this 19th day of November, 2026, by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is 4784 Amber Valley Parkway South, Suite 100, Fargo, North Dakota 58104 (the "Authority"), and Wilkin County, Minnesota, a Minnesota political subdivision, whose post office address is 300 South 5th Street, Breckenridge, Minnesota 56520 ("Licensor," and collectively with the Authority, the "Parties").

RECITALS

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

WHEREAS, on February 27, 2025, the Authority and Licensor entered into a Memorandum of Understanding (the "MOU"), whereby the Parties set forth their respective roles and responsibilities to address impacts to Licensor's road facilities resulting from the construction, operation, and maintenance of the Comprehensive Project; and

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

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

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

AGREEMENT

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

See attached **Exhibit A**.

The property described above is the "Licensed Property." The rights granted to the Authority by Licensor under this Agreement constitute a permit and license, revocable by Licensor only for cause as set forth herein, and the permit and license do not create for or on behalf of the Authority

any interest or estate of any kind in any of the Licensed Property, either by virtue of this Agreement or by the Authority's entry upon or use of the Licensed Property. Licensor only conveys those rights to the Authority permitted under applicable law that are consistent with Licensor's rights in the Licensed Property.

2. **Access Rights**.

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

B. The Authority will provide reasonable notice to Licensor, not to exceed fifteen (15) calendar days, prior to performing any maintenance on the Licensed Property; provided, however, in emergency situations, the Authority may access the Licensed Property without prior notice but will notify Licensor as soon as reasonably possible thereafter. Licensor will also provide reasonable notice to the Authority, not to exceed fifteen (15) calendar days, prior to performing any work on the Licensed Property that may impact the Comprehensive Project. Additionally, the Authority and Licensor will abide by the terms and conditions of the MOU to the extent any adjustments or alterations of applicable facilities necessitate approvals by the other Party and/or the United States Army Corps of Engineers.

3. **Repair Obligations**. The Authority will have the following repair obligations:

A. The Authority, at the Authority's sole cost, will repair the Licensed Property damaged as a result of the Authority's construction and on-going operation and maintenance of the Comprehensive Project or otherwise as a result of any entry upon or use of the Licensed Property by the Authority or any of the Authority's officers, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

B. If the Authority fails to repair any damages as required under this Agreement within a reasonable time following request or demand from Licensor, Licensor may perform any of the Authority's obligations; the Authority will reimburse Licensor for all of Licensor's costs and expenses within a reasonable amount of time following written

notice from Licensor of costs incurred, not exceeding one hundred twenty (120) calendar days. If the Authority fails to reimburse Licensor within one hundred twenty (120) calendar days, interest will accrue in the amount of one and one-half percent (1.5%) per month on all outstanding principal until paid in full.

4. **Subcontractors**. The Authority is solely responsible for the construction and on-going operation and maintenance of the Comprehensive Project and otherwise complying with this Agreement. To the extent, however, that the Authority procures any third parties for the construction, operation, or maintenance of the Comprehensive Project, or otherwise retains any third party to perform any of the Authority's obligations under this Agreement, the Authority is solely responsible for the work, performance, acts, or omissions of those third parties, including any contractor, consultant, subcontractor, subconsultant, or supplier. The Authority must ensure all contractors, consultants, subcontractors, subconsultants, and suppliers are properly licensed and registered under applicable law. The Authority is fully responsible for scheduling and coordinating the work of any third parties, and the Authority is solely responsible for paying or compensating all third parties.

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

6. **Term**. Licensor may terminate this Agreement only if Licensor concludes termination of the Authority's rights under this Agreement are necessary to protect the integrity of Licensor's road facilities on the Licensed Property; as necessary to comply with any laws, rules, regulations, requirements, or directives of any federal agency with regulatory jurisdiction over Licensor's road facilities on the Licensed Property; or in the event of any default by the Authority under this Agreement and failure to cure within a reasonable amount of time.

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

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

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

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

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

12. **Severability**. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the Parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

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

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

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

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

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

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

(*Reminder of page intentionally left blank.*)

Signature Page for the Authority

The governing body of the Metro Flood Diversion Authority, a North Dakota political subdivision, approved this Permit and License Agreement on the ___ of _____, 20___.

By: _____
Josh Boschee, Chair

By: _____
Jason Benson, Executive Director

ATTEST:

_____
Dawn Lindblom, Secretary

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

On this _____ day of _____ 20___, before me, a Notary Public, personally appeared Josh Boschee, Jason Benson, and Dawn Lindblom, known to me to be the Chair, Executive Director, and Secretary, respectively, of the Metro Flood Diversion Authority, a North Dakota political subdivision and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Metro Flood Diversion Authority, a North Dakota political subdivision.

_____
(SEAL) Notary Public

Signature Page for Wilkin County, Minnesota, a Minnesota political subdivision

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

By: _____
Jon Braton Sr., Chair of the Board of
County Commissioners

ATTEST:

_____
Stephanie Sandbakken, County Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WILKIN)

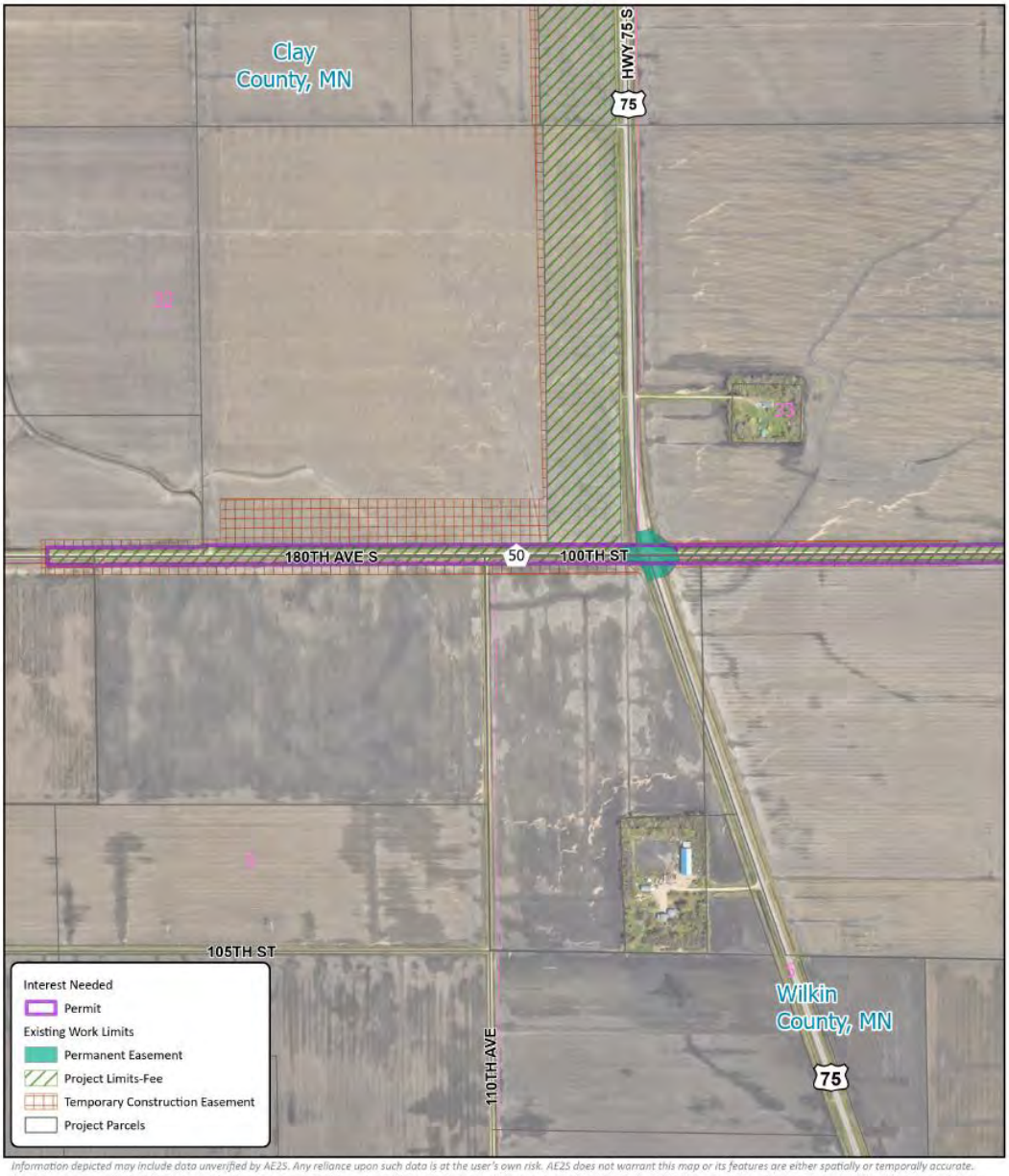
On this ____ day of _____, 20___, before me, a Notary Public, in and for said County and State, personally appeared Jon Braton Sr. and Stephanie Sandbakken, known to me to be the Chair of the Board of County Commissioners and County Administrator, respectively, of Wilkin County, Minnesota, a Minnesota political subdivision, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of Wilkin County, Minnesota, a Minnesota political subdivision.

_____
Notary Public, Wilkin County, MN

(SEAL)

Exhibit A

LICENSED PROPERTY



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

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

N

0 260 520 1,040 Feet

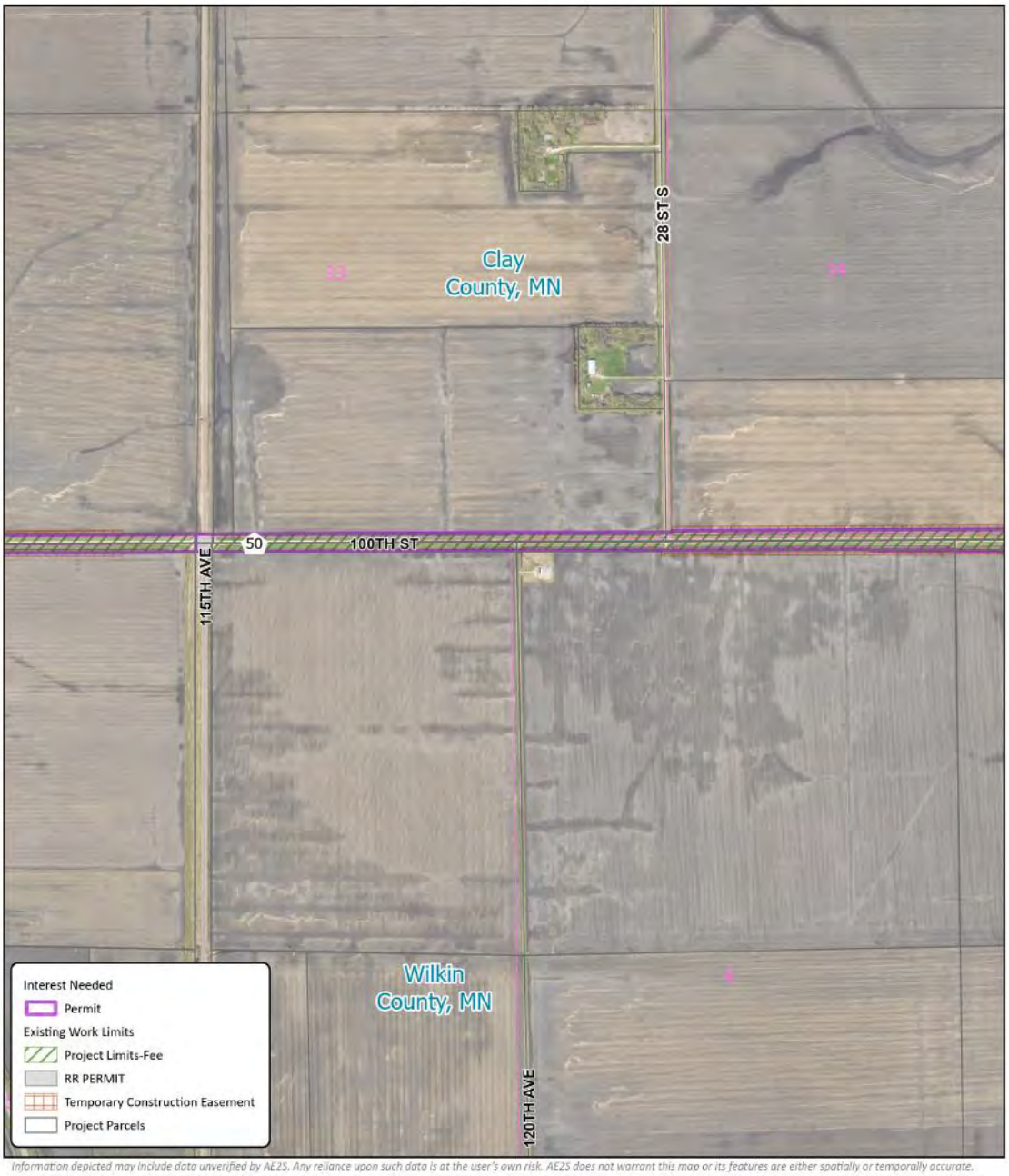


Locator Map Not to Scale

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

Wilkin County, MN
FM AREA DIVERSION
Date: 4/1/2026

FM AREA DIVERSION



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

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Wilkin County, MN
FM AREA DIVERSION
Date: 4/1/2026

FM AREA DIVERSION

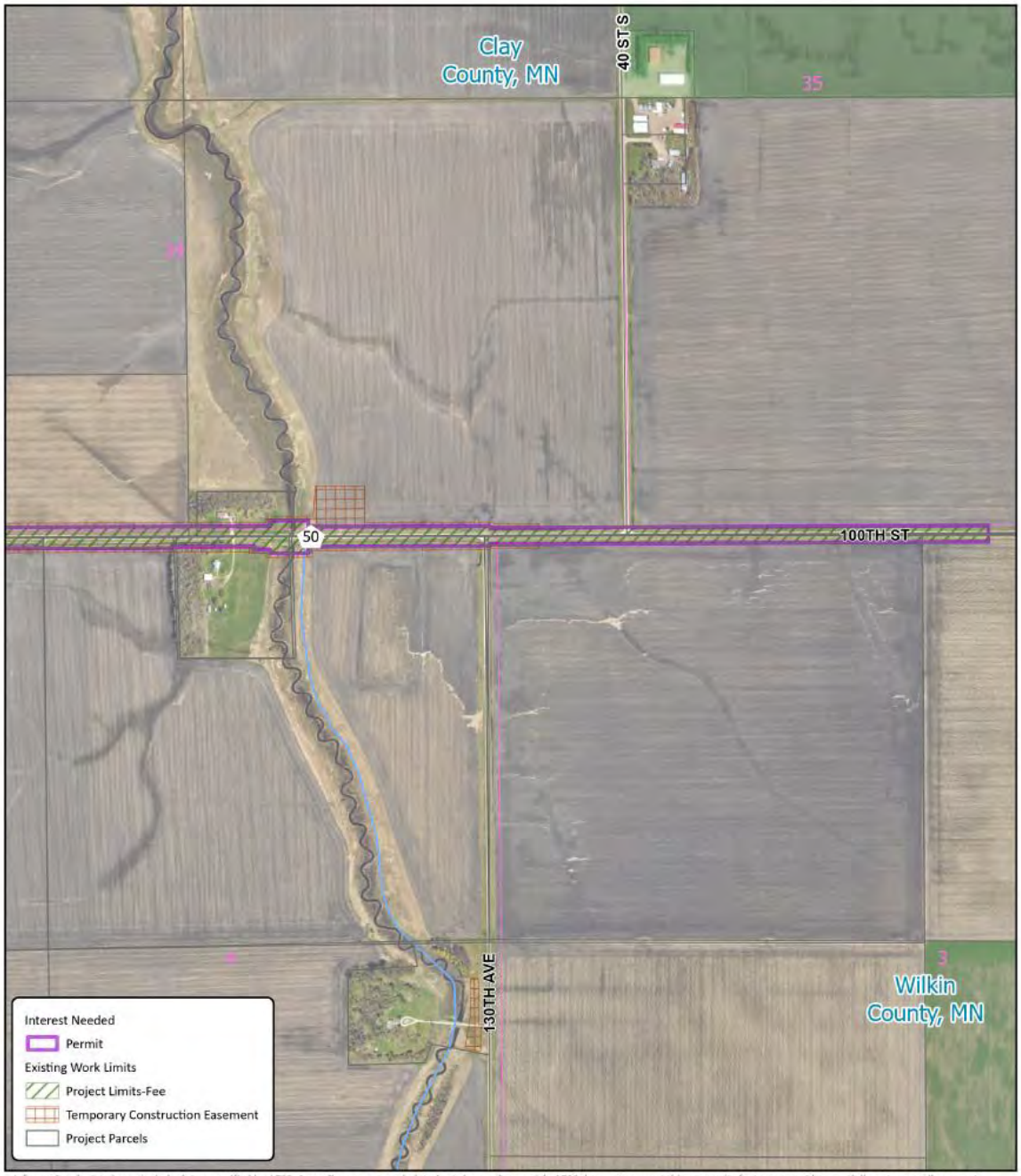

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Exhibit 1 - Property Interest Grants:
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MOU Entity: Wilkin County, MN
Property Transfer Needed: Permit
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Wilkin County, MN
FM AREA DIVERSION
Date: 4/1/2026

FM AREA DIVERSION

METRO FLOOD DIVERSION AUTHORITY

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

November 4, 2026

1. BACKGROUND & INTRODUCTION

The Metro Flood Diversion Authority (MFDA) is implementing this Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands (the "Program") to address clean-up and restoration needs on private properties within the Upstream Mitigation Area (UMA) following operation of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the Comprehensive Project). This document outlines the Program plan to fulfill the requirements of Article XIX of the Settlement Agreement dated February 1, 2021, (see Appendix A) and the Post-Operation Debris Clean-Up Plan described in the Property Rights Acquisition and Mitigation Plan (PRAM) dated June 1, 2020.

This Program supports private Landowners through either MFDA-contracted clean-up services or reimbursement for qualified, Landowner/Tenant-completed clean-up work. It ensures debris and nonstructural damage from Comprehensive Project-induced flooding are addressed efficiently and fairly.

2. ROLES & RESPONSIBILITIES

MFDA: Oversees the Program, provides notifications, verifies eligibility, retains and manages contractors, and processes reimbursement applications. MFDA will also distribute an annual newsletter with Program updates, notification procedures, deadlines, summaries of prior activity, and guidance on the reimbursement processes.

Landowners: Notify MFDA of debris or damages resulting from Comprehensive Project Operation, provide access if applicable, perform or arrange clean-up, submit documentation for reimbursement, and authorize Tenant eligibility, if applicable.

Tenants: Tenants will only be eligible for Program benefits or direct reimbursement if the Landowner identifies them as the Point of Contact.

Contractors: Hired by the MFDA to assist in providing debris removal and repair of nonstructural damage in the UMA resulting from Comprehensive Project operation.

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METRO FLOOD DIVERSION AUTHORITY

3. ELIGIBILITY

Eligible:

- Private property within the UMA that is also within the Area of Eligibility, as defined by the MFDA, after each Comprehensive Project Operation event.
    - Tillable agricultural land used to grow and produce corn, beans, sugar beets, hay, or other crops
    - Other agricultural lands used to produce perennial crops such as tree farms or fruits
    - This program does not include removal of saturated soil or excess water in waterways and/or field drains.
- Removal of flood-related debris that was deposited on eligible private property due to Comprehensive Project Operation and which negatively impacts farming operations.
- Repair and restoration of flood-related nonstructural property damage resulting from Comprehensive Project Operation, such as washed-out field approaches, culverts, or crossings.
- Removal of flood-related woody or other debris that impacts the ability to maintain Conservation Reserve Program (CRP) fields.

Ineligible:

- Non-tillable lands are not eligible for this program.
- Removal of non-flood-related debris, such as:
    - Historic debris that existed before Comprehensive Project Operation
    - Non-flood-related debris
    - Non-floatable debris
- Other ineligible items:
    - Structural damage (e.g., damage to buildings)
    - Damage to personal property (e.g., items not affixed to the real estate, grain bins, mechanical equipment, fencing, vehicles, machinery, etc.)
    - Damage from non-project-related flooding
    - Properties outside the Area of Eligibility
    - Work or measures taken to remove water from farmland or other property, such as pumping water off fields, are not eligible under this program
    - Work completed by the Authority's representatives

If a Landowner or Tenant wishes to request eligibility for items or situations not explicitly designated as eligible under this program, the Landowner or Tenant shall contact the MFDA's Executive Director to request a site inspection and special review. The MFDA Executive Director and other staff will respond as quickly as possible to these requests but may not be able to make a determination within a set timeframe. The MFDA may direct Landowners or Tenants to the Alternative Dispute Resolution Board (ADR Board) (Resolution-Establishing-the-Alternative-Dispute-Resolution-Board-1.pdf) to address special requests.

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METRO FLOOD DIVERSION AUTHORITY

4. SUMMARY OF PROGRAM PROCESS

A summary of the Program process is outlined below. Additional details for each step are included in the following sections of this plan.

1. MFDA monitors flood forecasts in January of each year and determines if Comprehensive Project Operation is likely. If so, the MFDA begins the process of implementing this Program.
2. Pre-Operational Program activities
    a. MFDA will utilize county tax databases to update property ownership records and make introductory contact with landowners and request Points of Contact.
        i. Landowner indicates who will serve as the Point of Contact
        ii. The identified Point of Contact shall be the eligible party for benefits under the Program.
    b. MFDA will review and update the forms that will be used for this Program. MFDA will consider current technology solutions that may aid in administering this Program.
    c. MFDA enters into contracts with debris removal Contractors for private lands.
    d. MFDA retains contractors to focus on removing debris from blocked Township and field approach culverts to allow fields to drain faster.
    e. MFDA hosts first townhall informational meeting to share information and instructions about the Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands.
3. Program activities after Comprehensive Project Operation occurs.
    a. MFDA defines the Area of Eligibility based on the Comprehensive Project Operation boundary.
    b. MFDA sends Notice of Eligibility and Right-of-Entry and Contractor Work Authorization Form to Points of Contact (Landowners and/or Tenants) within the Area of Eligibility.
    c. MFDA sends Area of Eligibility map to Contractors.
    d. MFDA hosts second townhall informational meeting to share information and instructions about the Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands.
4. Debris removal work is completed.
    a. The Point of Contact (Landowner or Tenant) self-performs debris removal work and then submits reimbursement applications to the MFDA.
    b. The Point of Contact (Landowner or Tenant) requests assistance from one or more of the MFDA Contractors and submits to the MFDA a Right-of-Entry and Contractor Work Authorization Form signed by the Point of Contact (Landowner or Tenant) and the MFDA Contractor and then submits reimbursement applications to the MFDA.
        i. The Point of Contact (Landowner or Tenant) is able to both self-perform and utilize MFDA Contractor services to complete the debris removal work, provided there is no duplication of efforts or charges.

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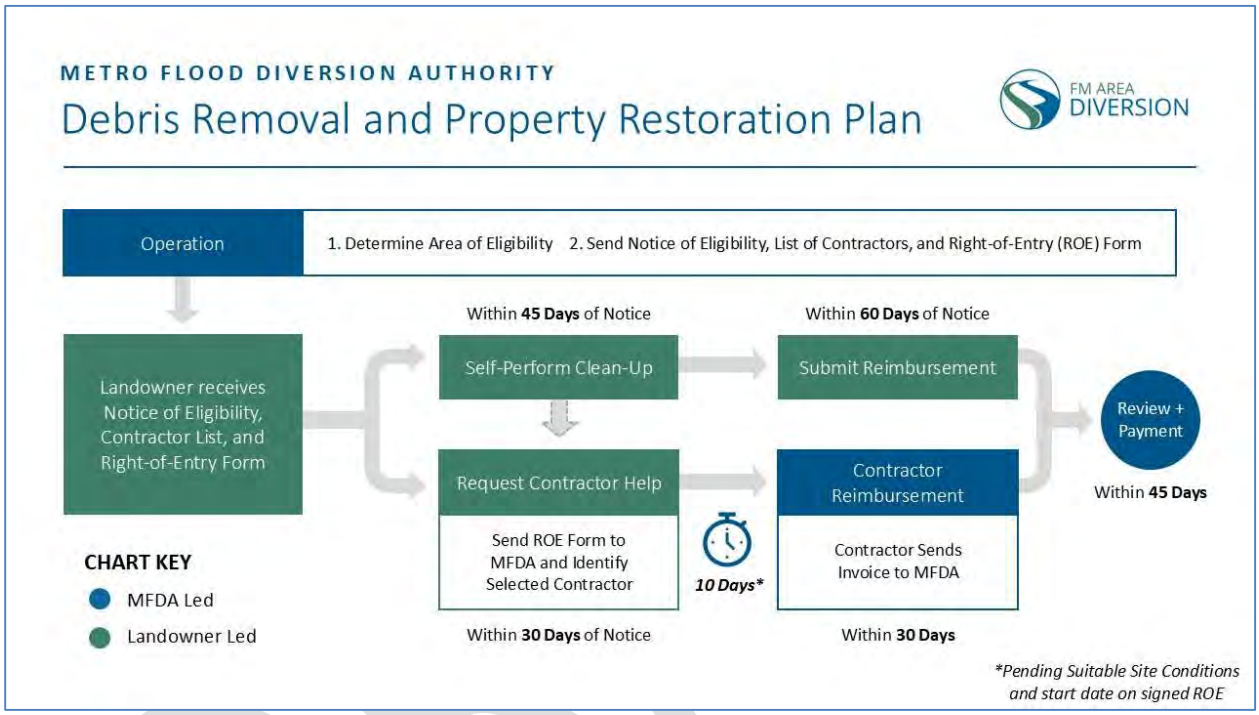
ii. Reimbursement applications shall be signed by both the Point of Contact (Landowner or Tenant) and the Contractor.

5. Reviews, Reimbursements, and Records
   a. MFDA reviews reimbursement applications, invoices, and supporting documentation, and verifies work was completed and eligible.
   b. MFDA issues reimbursement to the Point of Contract and/or the MFDA Contractor.
   c. MFDA records and files Program documentation.



5. MONITOR FLOOD FORECASTS

The MFDA will monitor the early spring flood forecasts issued by the National Weather Service and other agencies to determine if Comprehensive Project Operation is likely. If Comprehensive Project Operation is deemed likely, the MFDA will initiate efforts to implement this Program. Each year, typically in mid-January, the National Weather Service releases its initial spring flood forecast.

6. PRE-OPERATIONAL ACTIVITIES

a. Introductory Contact with Landowners, Identification of Points of Contact

Upon determination that Comprehensive Project Operation is likely, the MFDA will make introductory contact with Landowners. The MFDA will use property ownership records from County tax databases to identify Landowners and initiate the determination of Points of Contact for farmlands in the UMA. See Appendix B for instructions on obtaining County parcel data, selecting impacted parcels, and creating a notification list.

The introductory communication will inform the Landowners of the likely Comprehensive Project Operation and about this Program. In addition, the MFDA will request from the Landowners a name for someone who shall serve as the Point of Contact for this program. Due to the time-sensitivity of removing debris from farmland, it is important for the MFDA to communicate with the correct individuals responsible for farming on each parcel. The Point of Contact will be eligible for Program benefits and be responsible for submitting complete reimbursement forms to the MFDA.

1. Introductory letter to Landowners shall include an indication that Comprehensive Project Operation is likely, a summary of this Program, and a map figure of all lands in the UMA.
2. Landowner shall respond via email to XXXXX@fmdiversion.gov, identifying the Point of Contact is for their land(s). The MFDA will request a response within 10 days.
    a. If a Landowner does not return a Point of Contact response email, a second notification will be sent.
    b. If the Landowner does not return a Point of Contact response email after the second notification, the Landowner will be assumed to be the Point of Contact.
    c. Under the scenario in which a Landowner fails to identify a Point of Contact or respond to the MFDA regarding this Program, neither the MFDA nor its contractors will enter the Landowner's property; however, the tenant operating on the property would be eligible for reimbursement for eligible Program benefits after establishing proof that they are the legal tenant on the subject property.
3. Point of Contact shall be the beneficiary of the Program and shall be responsible for submitting an Application for Reimbursement to the MFDA.
4. Communications from the MFDA to the Points of Contact will be performed via electronic means (email or text message).

b. Review and Update Forms

Upon determination that Comprehensive Project Operation is likely, the MFDA will review and update the forms necessary for administering this Program. Current versions of the forms are in Appendix C. Given that the Comprehensive Project will operate when flood levels exceed the 20-year flood event, there is a potential that Comprehensive Project Operation will be highly infrequent, and therefore utilization of this Program may also be highly infrequent. As part of reviewing and updating the forms, the MFDA will also consider the use of available technology solutions to assist with administering this Program. Technology solutions could aid in distributing information and instructions, submitting reimbursement applications, georeferencing photos, spatial recordkeeping, and more.

c. MFDA Contractors Selection

The MFDA will retain contractors to serve on a roster to assist with removing flood-related debris and repair or restoration of flood-related nonstructural property damage. The Post-Operation Clean-Up Assistance Services (POCAS) contracts will be issued for a one- (1-) year term, with the potential for up to two (2) additional one- (1-) year extensions. The POCAS roster will provide the MFDA and Points of Contact (Landowners or Tenants) with a flexible approach to obtain assistance from contractors for performing the work under this Program.

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In recognition that Comprehensive Project Operation will be intermittent and largely dependent on spring flooding conditions, the MFDA will monitor the early spring flood forecasts each year and be prepared to issue a request for proposals (RFP) by late January of each year to initiate the contractor selection process if the spring flood forecast indicates a likelihood of Comprehensive Project Operation. The RFP will outline the requirements for this Program and encourage contractors to submit a Statement of Interest to participate in the Program. Responses to the RFP will generally be due by late February, which will allow the MFDA to review responses and make contract award recommendations to the MFDA board in early March, well in advance of historical flooding timelines.

The MFDA will utilize standard billing rates (see Appendix D) to compensate Landowners and contractors who perform work under this Program. The standard rate sheet will be updated annually, or as necessary to reflect any adjustments needed, such as rate changes, billing category changes, and other changes learned through the adaptive management aspect of this Program. The annually updated rate sheet will be shared with each contractor on the roster to confirm that the contractors are still interested and available to provide services if the Comprehensive Project operates.

The contracts will be developed and follow the MFDA's contracting policy for O&M activities.

d. Township and Field Approach Culverts Clean-Out

It is recognized that removing debris and unclogging culverts under Township roads and field approaches is a critical aspect of returning farmland to a productive status that must be completed as early as possible after flood events occur. It is also recognized that Township authorities own and maintain certain infrastructure, such as culverts, throughout the UMA. Additionally, the Townships may not be readily prepared to clean-out culverts within the timeline desired by growers or within the timeline established in this Program. As such, the MFDA will solicit and enter into contracts with Contractors who will be retained specifically to clean out blocked Township and field approach culverts within the UMA in a timely fashion after Comprehensive Project Operation.

The MFDA will:

- Solicit and retain Contractors to clean out blocked Township and field approach culverts within the UMA in a timely fashion after Comprehensive Project Operation.
- Enter into agreements with each Township to allow the MFDA's contractors to perform the culvert clean-out services.
- Compensate Contractors for Township and field approach culvert clean-out services in accordance with standard billing rates.

e. Town Hall Informational Meeting

Before Comprehensive Project Operation, the MFDA will host a Town-Hall style meeting to share information and instructions about this Program to Landowners, Points of Contact, and Contractors. Notices and communications regarding the Town Hall meeting will be distributed

electronically to the Points of Contact and Contractors. This meeting will also be helpful to gather additional Points of Contact information.

7. PROGRAM ACTIVITIES AFTER COMPREHENSIVE PROJECT OPERATION

a. Area of Eligibility Determination

The MFDA will define the Area of Eligibility for this Program after each Comprehensive Project Operation event. The Area of Eligibility will be determined by the MFDA with the use of multiple tools and data sources, including hydraulic modeling, streamflow measurements and records, aerial photography, field surveys, and field observations. The MFDA will utilize these tools and data sources to produce an outline of the extent or boundary of the area within the UMA that was affected by Comprehensive Project Operation for the specific flood event.

MFDA staff will review the mapped area along with parcel boundaries and local roadway locations to potentially square-off the land/parcel area of eligibility to include full fields and full stretches of local roadways. The MFDA may also elect to declare the entire UMA eligible for this Program.

The MFDA will publish the Area of Eligibility and display it on WebMap (online mapping application). The link to the WebMap application can be found on the MFDA website (www.fmdiversion.gov).

The MFDA will establish the Area of Eligibility as soon as practical after each Comprehensive Project Operation event, considering that the southern end of the UMA will most likely become free of floodwater sooner than the northern portions of the UMA.

Disputes related to the Area of Eligibility will be handled via the MFDA's ADR Board, which can be found on www.fmdiversion.gov.

b. Notifications

Upon Comprehensive Project Operation and after determination by the MFDA of the Area of Eligibility, the MFDA shall send a Notice of Eligibility along with supporting information to the Points of Contact within the Area of Eligibility. In addition, the MFDA will send the Area of Eligibility map to its Contractors.

Upon Comprehensive Project Operation, the MFDA shall utilize electronic communication methods to streamline the notification process to the appropriate individuals completing clean-up efforts and applying for reimbursement.

c. Town Hall Informational Meeting

After Comprehensive Project Operation but before debris removal work is completed, the MFDA will host a Town-Hall style meeting to share information and instructions about this Program to Landowners, Points of Contact, and Contractors. Notices and communications regarding the town-hall meeting will be distributed electron……ically to the Points of Contact and Contractors.

Upon Comprehensive Project Operation, the MFDA shall utilize electronic notification to all Points of Contact within the Area of Eligibility. The Points of Contact will have already been determined prior to Comprehensive Project Operation to streamline the notification process through electronic notifications directly to the appropriate individuals completing clean-up efforts and applying for reimbursement.

8. DEBRIS REMOVAL WORK and PLAN OF OPERATION

The intent of this Program is to encourage the Points of Contact (Landowners or Tenants) to self-perform the debris removal and nonstructural property repair or restoration work on their property, but also provide a simple contractual mechanism whereby the Points of Contact (Landowners or Tenants) can obtain assistance from MFDA Contractors to complete the debris removal and nonstructural property repair or restoration work.

a. Self-Performed Debris Removal and Restoration Work

If a Point of Contact (Landowner or Tenant) self-performs the debris removal and/or nonstructural property damage repair work, the following process will be utilized.

1. MFDA will send a Notice of Eligibility to the Points of Contact (Landowner or Tenant) for lands within the Area of Eligibility. The notice will include a map showing the Area of Eligibility, the location of Temporary Debris Staging Sites, and a list of available contractors. See the draft Notice of Eligibility letter in Appendix C.
2. MFDA will identify and maintain designated Temporary Debris Staging Sites in and around the UMA. The MFDA will staff the Temporary Debris Staging Sites for 45 days after sending the Notice of Eligibility. Points of Contact (Landowners or Tenants) shall haul debris materials to the Temporary Debris Staging Sites within the 45-day timeframe. If additional time is needed, the Points of Contact (Landowners or Tenants) shall contact the MFDA to make arrangements to dispose of debris at the Temporary Debris Staging Sites.
3. MFDA will pay the Points of Contact (Landowners or Tenants) using two methods:
    - (1) based on time and equipment use for removing debris from tillable lands or for restoration of nonstructural property damage, as well as hauling the debris to the Temporary Debris Staging Sites, following the standard billing rate sheet, and
    - (2) based on actual expenses with receipts or invoices for restoration of nonstructural property damage.
4. For on-site debris removal and nonstructural property damage repair or restoration work, the MFDA will reimburse the Points of Contact (Landowners or Tenants) who submit an Application for Reimbursement (see Appendix C for forms) upon completion of work, along with logs and supporting documents showing completion of the debris removal and/or nonstructural property damage repair or restoration work. Payment will be made following the standard billing rate sheet for the given flood year.
5. For actual expenses incurred in performing repair or restoration of nonstructural property damage, the MFDA will provide payment based on receipts or invoices for services, equipment, or materials purchased for or used in completing the work.

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b. MFDA Contractor-Assisted Debris Removal and Restoration Work

The following procedure and details will be utilized for conducting debris removal and nonstructural property damage repair or restoration when a Point of Contact (Landowner or Tenant) requests assistance from the MFDA.

1. MFDA will enter into post-operation assistance contracts with Contractors. The contracts will be active in years when Comprehensive Project Operation is likely or anticipated.
2. MFDA will identify and maintain designated Temporary Debris Staging Sites in and around the UMA. The MFDA will staff the Temporary Debris Staging Sites for 45 days after sending the Notice of Eligibility. Points of Contact (Landowners or Tenants) and/or Contractors shall haul debris materials to the Temporary Debris Staging Sites within the 45-day timeframe. If additional time is needed, the Points of Contact (Landowners or Tenants) and/or Contractors shall contact the MFDA to make arrangements to dispose of debris at the Temporary Debris Staging Sites.
3. MFDA will send a Notice of Eligibility electronically (email) to the Points of Contact within the Area of Eligibility. The notice will also include a link to a Webmap showing the Area of Eligibility, the location of Temporary Debris Staging Sites, the Right-of-Entry and Contractor Work Authorization Form, and a list of available MFDA Contractors along with their contact information.
4. MFDA will send an electronic notice (email) to the Contractors with a link to the same Webmap showing the Area of Eligibility, the location of the Temporary Debris Staging Sites, and the current standard billing rate sheet.
5. The Points of Contact (Landowners or Tenants) who desire assistance will contact one or more of the MFDA Contractors to request assistance with debris removal and nonstructural property damage repair or restoration. The Points of Contact (Landowners or Tenants) should coordinate with the MFDA Contractors on the type of equipment they will allow on their fields to limit the chance of damaging the fields due to clean-up operations. The Points of Contact (Landowners or Tenants) and MFDA Contractors should work together to meet the desired schedule for debris removal. Once a Point of Contact (Landowner or Tenant) and MFDA Contractor have come to an agreeance on the scope of work and the start date, the Point of Contact (Landowner or Tenant) and MFDA Contractor shall jointly complete, sign, and submit the Right-of-Entry and Contractor Work Authorization Form to the MFDA. The Right-of-Entry and Contractor Work Authorization Form shall identify the Point of Contact (Landowner or Tenant), MFDA Contractor, the scope of work for the MFDA Contractor, and start date.
6. MFDA shall promptly review the Right-of-Entry and Contractor Work Authorization Form and issue a Notice to Proceed to the MFDA Contractor if the scope of work meets the eligibility guidelines.
7. The POCAS contracts will enable MFDA Contractors to perform debris removal and nonstructural property damage repair or restoration work within the Area of Eligibility as requested by the Points of Contact (Landowners or Tenants), within the limits of each contract.

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8. The Points of Contact (Landowners or Tenants) will be required to sign the Completed Work Close-Out and Certification Form indicating that the MFDA Contractor work is complete and satisfactory.
9. MFDA will pay contractors using two methods:
    - (1) based on time and equipment use for removing debris from tillable lands or for restoration of nonstructural property damage, as well as hauling the debris to the Temporary Debris Staging Sites, following the standard billing rate sheet, and
    - (2) based on actual expenses with receipts or invoices for restoration of nonstructural property damage.
10. For on-site debris removal services, MFDA Contractors will submit invoices for payment upon completion of work, in accordance with the contract, which will require hours logs, before and after photo evidence of the debris removal and/or nonstructural property damage repair or restoration work completed, and the Completed Work Close-Out and Certification Form signed by the Point of Contact (Landowner or Tenant). Payment will be made following the standard billing rate sheet.
11. For actual expenses incurred in performing repair or restoration of nonstructural property damage, the MFDA will provide payment based on receipts or invoices for services, equipment, or materials purchased for or used in completing the work.

c. Township and Field Approach Culverts Clean-Out

The following procedure and details will be utilized for monitoring and removing debris from plugged Township and field approach culverts within the UMA following Comprehensive Project Operation.

1. MFDA will solicit and retain Contractors for clean-out of blocked Township and field approach culverts within the UMA.
2. Following determination of the Area of Eligibility, the MFDA assign contractors to certain Work Area geographies within the Area of Eligibility, such as one contractor per Township.
3. The MFDA will notify the Township that a Contractor was selected to clean out blocked Township culverts within the Area of Eligibility within the Township.
4. MFDA representatives (staff or external resources) will monitor Township and field approach culverts within the Area of Eligibility to identify blocked culverts that require Contractor action to remove debris or unblock the Township and field approach culvert.
5. The Contractor(s) will be responsible for removing debris from blocked Township and field approach culverts to ensure proper drainage within the Area of Eligibility and within their designated Work Area.
6. Contractor(s) will be responsible for performing work in a timely fashion and submitting sufficient details and records with their payment applications. The payment applications must identify the Township and/or field approach culvert(s) that were cleaned along with photo evidence of the before and after conditions of the Township and/or field approach culvert(s).
7. The MFDA will pay contractors for removing debris blocking Township and field approach culverts following the standard billing rates.

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d. Temporary Debris Staging Sites

The MFDA will retain ownership of at least two (2) sites in North Dakota and at least one (1) site in Minnesota for operational purposes for this Program and other purposes. The MFDA will utilize these Temporary Debris Staging Sites to receive and process flood-related debris from Landowners and contractors. Maps of the Temporary Debris Staging Sites are attached in Appendix E.

The MFDA will be responsible for handling and processing the debris at the Temporary Debris Staging Sites, and ultimate disposal of the debris. The MFDA will likely need two staff members at each Temporary Debris Staging Site – one member for sorting and another member to track hauled debris entering site via hauling tickets. The tickets can be used as a check against hours submitted by MFDA Contractors for reimbursement. The MFDA may retain a contractor to provide services necessary to sort and handle the debris, which may include sorting items that must be brought to the landfill, items that could be burned on site, items that could be brought to a compost facility, and other materials. The MFDA may elect to issue a defined scope of work for handling and processing the debris at the Temporary Debris Staging Sites for contractors to bid on.

1. MFDA will staff the Temporary Debris Staging Sites during daylight hours to monitor the site and record debris hauling records. MFDA will staff the Temporary Debris Staging Sites for 45 days following the Notice of Eligibility being sent to Landowners. After the 45-day period, MFDA representatives will be available upon request to staff the Temporary Debris Staging Sites.
2. MFDA intends to utilize the Temporary Debris Staging Sites to temporarily store and sort the debris before ultimate disposal. Materials will be sorted and organized to meet size criteria for landfill disposal, sorted for burning, sorted for hauling to a landfill, sorted for composting, and other sorting classifications.
3. MFDA may obtain permits to burn select materials at the Temporary Debris Staging Sites.
4. MFDA intends to haul select materials to landfills (Fargo and Clay County) and to area compost sites. Note that the Fargo landfill does not accept wood debris larger than eight inches (8”) in diameter or hazardous materials (asbestos, etc.). The Gwinner landfill accepts hazardous materials. The Clay County landfill will accept flood-related debris.
5. MFDA may retain a contractor to assist in sorting materials at the Temporary Debris Staging Sites and for hauling materials from the Temporary Debris Staging Sites to landfills. Since there will be more time to complete the debris sorting and final disposal work, the MFDA may solicit competitive bids from contractors for this work.

9. REVIEWS, REIMBURSEMENTS, AND RECORDS

a. Reimbursement Submittal and Review Process

The Application for Reimbursement submittal and review process is a critical component of this Program. The following forms and supporting documentation (found in Appendix C) must be submitted by the following representative(s) to receive reimbursement. Applications for

Reimbursement shall be submitted electronically via email to XXXXXXX@fmdiversion.gov. Incomplete submissions will be rejected.

- Representatives able to submit an Application for Reimbursement:
  - Point of Contact (Point of Contact receives reimbursement)
    - For self-performed work only
  - Point of Contact + MFDA Contractor Signature (Point of Contact receives reimbursement)
    - For self-performed work + MFDA Contractor assistance
  - MFDA Contractor + Point of Contact Signature (MFDA Contractor receives reimbursement)
    - For MFDA Contractor-performed work only or for MFDA Contractor-assisted work

- Forms/data to be submitted to receive reimbursement:
  - Application for Reimbursement
  - Debris Clean-Up Report
  - Photo Log
  - Receipts/Invoices Table

Upon receipt of an Application for Reimbursement from an eligible representative, the MFDA will review for completeness, making sure the forms are fully completed and all supporting documentation is provided. The MFDA will also review the forms and supporting documentation to confirm that the debris and work is eligible and was from the Area of Eligibility. If the Application for Reimbursement is complete and eligible, the MFDA staff will process the reimbursement and report the financial actions to the MFDA Board in accordance with payment and expenditure policies.

Payment to contractors will be made following the payment terms and conditions within each post-operation assistance contract.

b. Records Keeping

MFDA will maintain detailed records of reimbursements, verification steps, and correspondence for accountability and auditing purposes. Records that will be maintained include the Area of Eligibility, Notice of Eligibility, selected contractors, Right-of-Entry and Contractor Work Authorization Form, Applications for Reimbursement, payments made to Landowners, payments made to contractors, volume of debris collected, categorization of collected debris, and other pertinent information. The goal and purpose of recordkeeping is to track how the program is working and use the data for making program adjustments, if needed.

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10. ADAPTIVE MANAGEMENT

This plan will be reviewed periodically, including after each major flood event. MFDA may revise eligibility, processes, or documentation standards based on program performance and Landowner feedback.

11. TIMELINE FOR PROGRAM PROCESS

The MFDA understands that timing of debris removal is critical for agricultural activities in the UMA. The following timeline of actions will be adhered to for this Program.

Action	Responsible	Timeline (any given year)
Monitor flood forecasts to determine likelihood of Comprehensive Project Operation	MFDA	January
Introductory Landowner Notice and Determination of Points of Contact of UMA lands	MFDA and Landowner or Tenant	End of February
Host Town Hall Informational meeting to provide information and instructions to Points of Contact (Landowners or Tenants) and other stakeholders on Program	MFDA	Prior to Comprehensive Project Operation (event specific)
MFDA Contractor Solicitation	MFDA	Late January to Mid-February
Host Town Hall Informational meeting to provide information and instructions to Points of Contact (Landowners or Tenants) and Contractors on Program	MFDA	During Comprehensive Project Operation (event specific)
Comprehensive Project Operation occurs	MFDA	Based on floodwaters and in accordance with the water control manual
Define Area of Eligibility	MFDA	Within seven (7) days after water recedes from UMA
Send Electronic Notice of Eligibility to Points of Contact	MFDA	Within 10 days after water recedes from UMA
Debris Removal Work – Self-Performed	Landowner or Tenant	Within 45 days after Notice of Eligibility date
Points of Contact (Landowners or Tenants) request and make arrangements for support services from MFDA Contractor and submit signed Right-of-Entry and Contractor Work Authorization Form to MFDA	Landowner or Tenant	Within 30 days after Notice of Eligibility date
Review and send Notice to Proceed to MFDA Contractors	MFDA	Within 2 days of receiving Right-of-Entry and Contractor Work Authorization Form from Point of Contact
Debris Removal Work – Performed by MFDA Contractor (Requires coordination of work,	Landowner or Tenant and	Within 45 days after Notice of Eligibility date

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timeline, and signed Right-of-Entry and Contractor Work Authorization Form)	Contractor	
Landowner or Tenant hauls flood debris to Temporary Debris Staging Sites	Landowner or Tenant	Within 45 days after Notice of Eligibility date (unless special arrangements are made)
Contractors haul flood debris to Temporary Debris Staging Sites	Contractor	Within 10 days after receiving Notice to Proceed (unless otherwise agreed to)
Landowner or Tenant submits Application for Reimbursement	Landowner or Tenant	Must be submitted within 60 days after Notice of Eligibility date (unless special arrangements are made)
Contractor submits Invoice	Contractor	Must be submitted within 30 days after completing work
MFDA review and approval of invoices and reimbursements	MFDA	Within 45 days after receiving complete application

12. FORMS

See Appendix C for a copy of the following forms.

- Introductory Contact Letter (Draft Template)
- Notice of Eligibility Letter (Draft Template)
- Right-of-Entry and Contractor Work Authorization Form
- Notice to Proceed (Draft Template)
- Application for Reimbursement Form
    - Application for Reimbursement
    - Staff List & Labor Hours Log
    - Equipment List & Hours Log
    - Equipment Photo Log
    - Actual Expenses Log
    - Receipt & Invoice Log
    - Before Photo Log
    - After Photo Log
- W-9 Tax Form Record of Transmittal
- Completed Work Close-Out & Certification Form

13. CONTRACTS AND STANDARD BILLING RATES

See Appendix D for a copy of the following documents.

- Post-Operation Clean-Up Assistance Services (POCAS) Contract (template)
    - MFDA will maintain a list of preapproved contractors available on the MFDA website or upon request.
- Standard Billing Rate Sheet – 2027 Debris Removal and Non-Structural Damage Repair

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14. DEFINITIONS

Area of Eligibility: The area determined by the MFDA where the Post-Operation Private Lands Repair and Clean-Up Program will apply after Comprehensive Project Operation.

Comprehensive Project: The Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

Comprehensive Project Operation: Operation of the Red River Structure and/or Wild Rice River Structure, causing upstream water storage in the UMA.

Eligible Debris: Flood-deposited debris, including crop residue, brush, sticks, branches, silt, fencing, plastics, and nonstructural materials not present pre-operation.

Tenant: The individual or entity responsible for farming property within the UMA. The Tenant may be eligible for benefits under this Program, if authorized by the Landowner as the Point of Contact.

Project Operation Boundary: The area within the UMA where actual water storage occurred due to a flood event that resulted in Comprehensive Project Operation.

Point of Contact: The individual (or entity) designated by the Landowner who will be the beneficiary of benefits under this Program.

Landowner: The individual or entity owning property within the UMA eligible for participation and benefits under this Program.

MFDA Contractor: The contractor(s) retained by the MFDA to provide debris clean-up and nonstructural property damage restoration services, including to clean-out of blocked Township and field-approach culverts.

Nonstructural Property Damage: Nonstructural property damage is limited to damage caused to culverts, field approaches, or crossings by floodwaters resulting from Comprehensive Project Operation.

Right-of-Entry: Voluntary authorization by a Landowner or Tenant granting an MFDA Contractor access to private property for clean-up.

Temporary Debris Staging Sites: The properties owned and managed by the MFDA that will be utilized for temporary storage, sorting, and management of flood related debris.

UMA (Upstream Mitigation Area): The area where MFDA must obtain flowage rights to store floodwater.

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Appendix A – Settlement Agreement, ARTICLE XIX.

POST-OPERATION DEBRIS REMOVAL AND PROPERTY DAMAGE RESTORATION AND CLEAN-UP PLAN

Section 19.01 POST-OPERATION DEBRIS REMOVAL AND RESTORATION.

The Diversion Authority will implement and fund a Debris Removal and Property Damage Restoration and Clean- up Plan to provide for the clean-up of debris and restoration of property arising out of the operation of the Comprehensive Project. The Debris Removal and Property Damage Clean-up Plan shall provide that debris shall be removed by the Diversion Authority, and non-structural property damage shall be repaired, remedied, and restored at its cost, within ten (10) days of the Completion of Comprehensive Project Operation, upon notification by property owners that floodwaters have receded from affected properties and permission from property owners to the Diversion Authority to enter their land, as long as local conditions permit such removal. If debris or non-structural property damage is not removed or repaired/remedied and restored within ten (10) days of notification that floodwaters have receded, the landowner or tenant may arrange for such removal to the side of a township or county road/highway and submit the costs of removal to the Diversion Authority for reimbursement. The Diversion Authority will make available a list of pre-qualified contractors who are available to perform the work. The Post Operation Debris Clean-up and Restoration Plan will include a provision that allows landowners and/or tenants to repair/remedy/restore damaged non- structural property and/or remove the debris and receive reasonable compensation for such activities before or after said ten (10) day period. The Parties recognize that the amount of debris that will need to be removed will depend upon specific conditions, including prior years' crops, size, and duration of operations in the Staging Area and other factors. As such, the Parties recognize that, over time, having an adaptive program for debris removal will be beneficial to landowners and the Parties.

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

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

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Appendix B: Landowner Identification SOP

Background

This document provides the workflow to prepare a mailing list for notifying all landowners within the Area of Eligibility in the event of the FM Area Diversion Comprehensive Project Operation. Each county with project impacts maintains tax parcels in GIS file format (ESRI shapefile or file geodatabase). These files are readily shared online and/or by request. The taxpayer name and address fields within the data can be used for official notification purposes.

Obtain Parcel Data

Cass County, ND

https://cass-county-hub-casscountynd.hub.arcgis.com/search?collection=dataset

- Scroll to the "Tax Parcels" dataset. Click the link. An error will appear: "Too Many Records."
- Choose the "Download" icon on the left side of the screen. Choose "File Geodatabase>Download." This will download the Tax_Parcels.gdb to your downloads folder.
- Mailing Address Fields: MailName, MailAddr, MailAddr2, MailCity, MailState, MailZip
- Parcel ID Field: DASHPIN

Richland County, ND

https://www.co.richland.nd.us/ftp

- Using WinSCP or FileZilla (AE2S accepts WinSCP application) navigate to the following FTPS site and use the credentials below:
  - ftps://gis.co.richland.nd.us
  - user: richlandcounty
  - pwd: GISdata2024!
  - Port: 22
- Download the parcel shapefile Richland_County_ND_Parcels.shp
- Mailing Address Fields: Name, Address1, Address2, City
  - City field includes City, State, and Zip
- Parcel ID Field: PIN_TXT

Clay County, MN

- GIS Data | Clay County, MN - Official Website or https://claycountymn.gov/658/GIS-Data
- Click the link "Tax Parcels." This will automatically download ClayParcels.zip to your downloads folder. Unzip the file to find the ESRI Shapefile "Tax_Parcels_with_Tax_Parcel_Data_in_State_Standard.shp."
- Alternatively, use the map service to add Clay County Parcel layer to ArcGIS Pro project by choosing "Add Data from Path" and use the path:

https://gis23.claycountymn.gov/arcgis/rest/services/OpenData/Tax_Parcels_with_Tax_Data_in_State_Standard/MapServer/0

- Mailing Address Fields: TAX_NAME, TAX_ADD_L1, TAX_ADD_L2, TAX_ADD_L3, TAX_ADD_L4
- Parcel ID Field: COUNTY_PIN

Wilkin County, MN

- Tax Parcels | Share Open Data or https://share-open-data-wilkinco.hub.arcgis.com/datasets/wilkinco::tax-parcels/explore?location=46.326200%2C-96.530600%2C10
- Click the "Download" button.
- Choose "File Geodatabase." This will automatically download Tax_Parcels.zip to your downloads folder. Unzip the file to find the ESRI Feature dataset containing Wilkin County Parcel data.
- Alternatively, use the map service to add Clay County Parcel layer to ArcGIS Pro project by choosing "Add Data from Path" and use the path: https://gisweb.co.wilkin.mn.us/arcgis/rest/services/Assessor/TaxParcels_public/MapServer/1.
- Mailing Address Fields: TAXPAYER_N, TAXPAYER_A, TAXPAYER_1, TAXPAYER_2 TAXPAYER_3
    - TAXPAYER_2 OR TAXPAYER_3 will contain City, State, and Zip
- Parcel ID Field: PARCELID

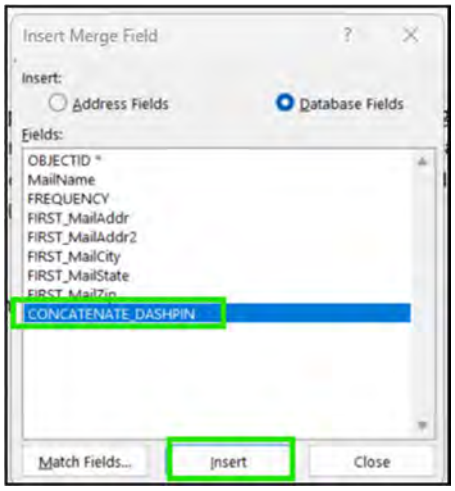
Select Parcels for Use in Mailing Notifications for O&M

Below is a summary of steps taken to select impacted properties in the event of the FM Area Diversion Project Operation necessitating notification of owners for the purpose of clean-up assistance.

- **Step 1:** Create ArcGIS Pro project with all previously mentioned shape files and feature classes added, along with FM Area Diversion current alignment and Area of Eligibility (an outline of the extent or boundary of the area within the UMA that was affected by Comprehensive Project Operation for the specific flood event) produced by the MFDA.
    - (AE2S Project created here: W:\F\FMDA\10841-2020-001\GIS\012 Lands Program\Property Management\Overall Property Management\Operations_Mtce\Operations_Mtce.aprx Flowage Easement Parcels Map)
- **Step 2:** Configure parcel data to include fewer fields:
    - Parcel ID
    - Taxpayer Name/Address fields as stated above per county
    - PLSS data if available
    - Property address, if available
- **Step 3:** Select impacted properties by location
    - Choose Select by Location

  - Input Features: Parcel Shapefiles from each county – may do this in one step
  - Relationship: Intersect
  - Selecting Features: Area of Eligibility
  - Accept default search distance
  - Selection Type: New Selection
  - Review the parcels selected. Remove any that may have been inadvertently selected along the work limits boundaries.
- **Step 4:** Summarize data to reduce duplicate notifications.
  - Open each county's parcel attribute table.
  - Right-click the "Name" field.
  - Choose "Summarize."
    - Input Table: Parcels
    - Use Selected Records
    - Output Table: browse to mailing list location – for mail merge
    - Statistics fields:
      - Choose Address fields, First as statistic type
      - Choose Parcel ID field, Concatenate as statistic type, ", " as separator
  - Open each "Summary" table.
  - Select all records and copy/paste to Excel *or* use the tool "Table to Excel" to create a mailing list for each of the four counties.

- **Step 5:** Prepare notification letter in Microsoft Word
  - Prepare a letter in Microsoft Word, including appropriate letterhead.
  - In Microsoft Word, choose Mailings from the top menu, then Start Mail Merge from the Ribbon.
  - Use the Step-by-step Mail Merge Wizard to add data from Microsoft Excel mailing lists.
    - Select starting document: Use the current document.
    - Select recipients: Use an existing list>Browse to Excel file.
    - Write your letter: Update letter text if needed.
      - Address Block: Match Fields, choose all fields for address block
      - Parcels Impacted: choose More Items>Insert Merge Field>Choose the Parcel ID field and select "Insert"



- Preview your letters: This will merge the first record into the document so you can preview the letter. Adjust any formatting needed.
- Complete the merge: Edit individual letters>All.
- Review the letters before printing. May save as .pdf to retain for reference.

Efficiency Suggestions

Separate Letters per County

Preparing separate letters for each of the four (4) counties would be beneficial, as the fields of data are different in each case, and there may be some other differences in contact information, etc., per county.

Within each letter, include a statement such as, "This letter serves as notification for your property in XXX county, XX state … ." An owner might receive separate letters for each county, but as stated above there could be different instructions or contacts in each county.

Use Data as-is from Each County

Time can be saved by using the existing county dataset as it is provided. This includes leaving names as LASTNAME, FIRSTNAME and in some instances pulling the City/State/Zip code from a single field.

Each of these fields could be manipulated within Excel, but that would take extra time and for the purposes of a general notification is likely unnecessary.

Plan Ahead

Early planning is key.

Parcel data changes very frequently. Parcel ID numbers in Cass County change with new ownership AND when property is split or subdivided. Planning and discussing this information with key

players at local government levels would save time and effort. The topic should be discussed with key players (auditor/treasurer, assessor, GIS staff) so the best data date is known.

Appendix C – Forms

1. Introductory Contact Letter (Draft Template)
2. Notice of Eligibility Letter (Draft Template)
3. Right-of-Entry and Contractor Work Authorization Form
4. Notice to Proceed (Draft Template)
5. Application for Reimbursement and Forms
    a. Application for Reimbursement
    b. Staff List & Labor Hours Log
    c. Equipment List & Hours Log
    d. Equipment Photo Log
    e. Actual Expenses Log
    f. Receipt & Invoice Log
    g. Before Photo Log
    h. After Photo Log
6. W-9 Tax Form Record of Transmittal
7. Completed Work Close-Out & Certification Form

INTRODUCTORY CONTACT LETTER (DRAFT TEMPLATE)

[Date]
[Landowner Name]
[Mailing Address]
[City, State ZIP]

Re: Likelihood of Comprehensive Project Operation and Request for Point of Contact Information

Dear**[Landowner Name]**,

The Metro Flood Diversion Authority (MFDA) is writing to inform you that flood forecasts indicate that operation of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Comprehensive Project) may be necessary during the upcoming spring. As part of its operational planning efforts, the MFDA is implementing the Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands (the "Program"). [insert web link here]

Below is the list of parcels that you own based on county record. You can visit our WebMap to look up your lands as displayed below:

[insert list here]

The Program was developed to assist eligible private landowners and agricultural producers within the Upstream Mitigation Area (UMA) following Comprehensive Project Operation. If the Project is operated and your property or properties fall within the future Area of Eligibility, the Program may provide assistance for:

- Removal of eligible flood-related debris deposited on agricultural lands.
- Repair and restoration of eligible nonstructural property damage resulting from Comprehensive Project Operation.
- Reimbursement for approved self-performed clean-up work.
- Assistance from MFDA-contracted clean-up contractors, if requested.

Action Requested: Designate a Point of Contact

To ensure timely communication and efficient delivery of Program benefits, the MFDA is requesting that each landowner identify the individual who should serve as the Point of Contact for lands they own within the UMA. The Point of Contact may be:

- The Landowner,
- A Tenant farming the property,
- A Farm Manager, or
- Another authorized representative designated by the Landowner.

The Point of Contact will be the individual eligible to receive Program communications, notices, and benefits and will be responsible for coordinating any reimbursement requests submitted under the Program.

Please return response email stating who the Point of Contact is for your land(s) or who the Points of Contact are for the individual parcels of lands you own.

Return Instructions

Please email the following information to XXXX@fmdiversion.gov:

- Email Title:
  - MFDA Debris Clean-Up Program POC – [Your Name]

- Email Body (Choose one of the options):
  - Option 1: Landowners wanting to be the Point of Contact

    I, _____(your name), the landowner will serve as the Point of Contact for the lands I own.

    Phone Number: _____
    Email: _____

  - Option 2: Landowners wanting a Tenant, Farm Manger, or other authorized representative to serve as their Point of Contact

    I, _____(your name), would like have _____(representative's name) to serve as the Point of Contact for the lands I own.

    Representative's Title: _____(Tenant, Farm Manager, or other authorized representative)
    Representative's Phone Number: _____
    Representative's Email: _____

  - Option 3: Landowners wanting multiple Points of Contacts for different lands

    I, _____(your name), would like have _____(representative's name) to serve as the Point of Contact for _____ (land parcel number(s) from the list stated in the body of this letter).

    Representative's Title: _____(Tenant, Farm Manager, or other authorized representative)
    Representative's Phone Number: _____
    Representative's Email: _____

    (Copy the above paragraph and repeat for the other Points of Contacts and the lands for which you want them to serve as the Point of Contact.)

After sending the email, the MFDA will respond to confirming your email was received. If a Point of Contact email is not received, the MFDA will send a second notification. If no response is received after the second notification, the Landowner will automatically be designated as the Point of Contact for Program purposes.

Future Communications

If Comprehensive Project Operation ultimately occurs, the MFDA will use the Point of Contact information provided to distribute:

- Notices of Eligibility;
- Program instructions;
- Area of Eligibility maps;
- Contractor information;
- Deadlines and reimbursement requirements; and
- Town hall meeting announcements.

The MFDA intends to communicate primarily through electronic means, including email and text messaging, to ensure timely delivery of important information.

Questions?

If you have questions regarding this Program or this request, please contact:

Metro Flood Diversion Authority
Email:**[XXXXX@fmdiversion.gov]**
Phone:**[Program Phone Number]**
Website: **www.fmdiversion.gov**

Thank you for your assistance in helping the MFDA prepare for potential Comprehensive Project Operation and ensuring that Program benefits can be delivered efficiently if they become necessary.

Sincerely,

Metro Flood Diversion Authority

Enclosures

- Upstream Mitigation Area (UMA) Overview Map
- Program Summary Sheet

NOTICE OF ELIGIBILITY EMAIL (DRAFT TEMPLATE)

Re: MFDA Debris Clean-Up Program POC: Notice of Eligibility

Dear**[Point of Contact Name]**:

The Metro Flood Diversion Authority (MFDA) is providing this Notice of Eligibility to inform you that the property or properties for which you are the designated Point of Contact have been determined to be within the Area of Eligibility following the recent operation of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Comprehensive Project).

Based on the evaluation completed by the MFDA, eligible lands associated with your property qualifies for assistance under the Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands (the "Program"). The Program was established to support clean-up and restoration activities resulting from Comprehensive Project Operation and is implemented in accordance with Article XIX of the Settlement Agreement and the Property Rights Acquisition and Mitigation Plan (PRAM).

Your Role as Point of Contact

As the designated Point of Contact, you are authorized to:

- Receive Program notifications and communications.
- Coordinate clean-up and restoration activities.
- Request assistance from MFDA contractors.
- Submit reimbursement applications for eligible work.
- Receive Program benefits and reimbursements, if applicable.

Enclosed and Available Information

The following information is attached to this Notice or is available electronically through the MFDA:

- Area of Eligibility Map
- List of MFDA Contractors and contact information
- Application for Reimbursement and supporting logs
    - An electronic editable Excel version can be found on our website. (Recommended)
- W-9 Tax Form Record of Transmittal
- Right-of-Entry and Contractor Work Authorization Form
- Completed Work Close-Out Form
- Program guidance materials and instructions
- Temporary Debris Staging Site Map(s)

Eligible Activities

The Program may provide reimbursement or assistance for:

Debris Removal

Removal of eligible flood-related debris deposited on eligible agricultural lands as a result of Comprehensive Project Operation, including debris that negatively impacts farming activities.

Nonstructural Property Damage Restoration

Repair and restoration of eligible nonstructural property damage resulting from Comprehensive Project Operation, including:

- Washed-out field approaches
- Culverts
- Farm crossings and similar agricultural access features

Activities Not Eligible

The following are examples of activities that are not eligible under the Program:

- Removal of excess water from fields
- Pumping operations
- Damage from non-project-related flooding
- Structural damage to buildings
- Damage to vehicles, machinery, equipment, fencing, or personal property
- Work completed outside the Area of Eligibility

Option 1: Self-Performed Clean-up and Restoration

You may perform eligible clean-up and restoration work yourself, using your own labor, equipment, employees, or authorized contractors.

Upon completion of the work, you may submit an Application for Reimbursement with supporting documentation including:

1. Hours & Equipment Log
2. Photo Log
3. W-9 Tax Form Record of Transmittal

Reimbursement will be based upon the current Standard Billing Rate Sheet and applicable Program requirements.

Option 2: MFDA Contractor Assistance

If you would like assistance from an MFDA contractor:

4. Review the enclosed contractor list.
5. Contact one or more contractors directly.
6. Coordinate the scope of work and anticipated schedule.
7. Complete and submit the Right-of-Entry and Contractor Work Authorization Form jointly with the selected contractor.
8. Await MFDA review and confirmation that the proposed work is eligible.

Once a Notice to Proceed is supplied to the contractor, the contractor may proceed with the work in accordance with Program requirements.

Temporary Debris Staging Sites

The MFDA has established Temporary Debris Staging Sites for disposal and processing of eligible flood-related debris.

Maps showing the locations of Temporary Debris Staging Sites are enclosed with this Notice. Eligible debris may be transported to these sites in accordance with Program requirements.

Program Timeline and Deadlines

Action	Deadline
Complete debris removal and restoration activities	Within 30 days of this Notice
Request contractor assistance and submit Right-of-Entry and Contractor Work Authorization Form	As soon as practical
Haul eligible debris to Temporary Debris Staging Sites	Within Program operating period
Submit Application for Reimbursement	Within 60 days of this Notice
Submit contractor invoices	Within 30 days after completion of work

These deadlines are intended to support timely clean-up and reimbursement activities following Comprehensive Project Operation.

Special Eligibility Requests

If you believe debris, damage, or circumstances affecting your property should qualify for Program assistance but are not specifically identified within Program eligibility criteria, you may request a site review by contacting the MFDA Executive Director. Special eligibility requests may be reviewed on a case-by-case basis.

Questions

For assistance regarding eligibility, contractor coordination, reimbursement requirements, or documentation requirements, please contact:

Metro Flood Diversion Authority
Email:**[XXXXX@fmdiversion.gov]**
Phone:**[Program Phone Number]**
Website: **www.fmdiversion.gov**

Thank you for your cooperation and partnership as we work to address the impacts associated with Comprehensive Project Operation.

Sincerely,

Metro Flood Diversion Authority

[Name]
[Title]

Attachments

1. Area of Eligibility Map
2. List of MFDA Contractors
3. Application for Reimbursement and Associated Logs
4. W-9 Tax Form Record of Transmittal
5. Right-of-Entry and Contractor Work Authorization Form
6. Completed Work Close-Out Form
7. Temporary Debris Staging Site Map(s)

RIGHT-OF-ENTRY AND CONTRACTOR WORK AUTHORIZATION FORM

Landowner or Point of Contact Name (Printed):_____

Date: _____

1. Purpose of Form

This Right-of-Entry and Contractor Work Authorization Form is used when a designated Point of Contact requests assistance from an MFDA Contractor for eligible debris removal or eligible nonstructural property damage repair or restoration under the Metro Flood Diversion Authority's Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands. The Program allows Points of Contact to request assistance from MFDA Contractors, coordinate scope and schedule directly with the contractor, and submit a Right-of-Entry and Contractor Work Authorization Form before MFDA issues a Notice to Proceed.

By signing this form, the undersigned authorizes temporary access to the property identified below for the limited purpose of completing eligible Program work approved by MFDA.

2. Property Information

Property Location or Locations:

Property ID#	Township Section Range or Latitude/Longitude	Adjacent Roadway(s)

Is this property within the Area of Eligibility?

☐ Yes

☐ No

☐ To be confirmed by MFDA

3. MFDA Contractor Information

Contractor Company Name: _____

Contractor Representative: _____

Phone: _____

Email: _____

Contractor Address: _____

4. Requested Contractor Assistance

The Point of Contact requests assistance from the MFDA Contractor for the following eligible work:

☐ Removal of eligible flood-related debris deposited as a result of Comprehensive Project Operation.

☐ Hauling eligible flood-related debris to a Temporary Debris Staging Site.

☐ Repair or restoration of eligible nonstructural property damage resulting from Comprehensive Project Operation.

☐ Other requested work for MFDA review:

_____

_____

Note: The Program identifies eligible activities to include removal of flood-related debris deposited on eligible private property due to Comprehensive Project Operation and repair or restoration of flood-related nonstructural property damage, such as washed-out field approaches, culverts, or crossings.

5. Description of Proposed Work

Provide a brief description of the proposed work, including the general location on the property, type of debris or damage, anticipated equipment, and any site-specific considerations.

_____

_____

_____

_____

_____

_____

Approximate Start Date: _____

Estimated Completion Date: _____

Temporary Debris Staging Site, if known: _____

6. Site Access and Conditions

The Point of Contact shall identify reasonable access routes and communicate known site conditions to the Contractor before work begins.

Access Route / Field Entrance Location:

_____

_____

_____

Known site conditions, limitations, or restrictions:

_____

_____

_____

_____

_____

Equipment restrictions requested by Point of Contact, if any:

_____

_____

_____

_____

Note: The Program states that Points of Contact and MFDA Contractors should coordinate on the type of equipment allowed on fields to limit the chance of field damage due to clean-up operations.

7. Right-of-Entry Authorization

I, the undersigned Landowner or authorized Point of Contact, hereby grant the Metro Flood Diversion Authority, its authorized representatives, and the MFDA Contractor identified in this form temporary permission to enter the property identified above for the limited purpose of performing eligible post-operation debris removal, eligible hauling, and/or eligible nonstructural property damage repair or restoration work under the Program.

This authorization applies only to work reviewed by MFDA and authorized through a Notice to Proceed or other written MFDA approval.

This authorization does not authorize work outside the approved scope, work outside the Area of Eligibility, or work that is otherwise ineligible under the Program.

8. Acknowledgements

By signing this form, the undersigned acknowledges and agrees that:

- Granting right-of-entry is voluntary.
- This form does not guarantee that all requested work will be determined eligible for reimbursement or payment.
- MFDA will review the proposed work for eligibility before issuing a Notice to Proceed to the Contractor.
- Work may not begin under this authorization until MFDA issues a Notice to Proceed or other written authorization.
- The Point of Contact and Contractor are responsible for coordinating access, schedule, equipment needs, and site-specific work details.
- The Contractor must document eligible work in accordance with Program requirements, including invoices, hour logs, equipment logs, hauling records, photographs, and other required documentation.
- A Completed Work Close-Out Form signed by the Point of Contact may be required before contractor payment is processed. The Completed Work Close-Out Form indicates the contractor's work is complete and satisfactory.
- MFDA may deny payment or reimbursement for work that is incomplete, unsupported, outside the approved scope, outside the Area of Eligibility, or otherwise ineligible under the Program.

9. Property Damage and Field Conditions

The undersigned acknowledges that entry onto agricultural land and use of equipment may result in rutting, compaction, crop residue disturbance, or other temporary field impacts.

The Contractor shall use reasonable care when accessing the property and performing the authorized work. The Point of Contact and Contractor should coordinate access routes, field conditions, and equipment use before work begins.

10.Term of Authorization

This Right-of-Entry authorization begins on the date signed by the Landowner or authorized Point of Contact and expires on the earlier of:

☐ Completion of the authorized work;
☐ Date specified below; or
☐ Written withdrawal of authorization by the Landowner, provided withdrawal does not affect work already completed or costs already incurred.

Expiration Date, if applicable: _____

11. Required Attachments

The following items should be submitted with this form, if available:

☐ Parcel List (if all parcels cannot fit on the allocated lines on this form)

☐ Contractor's Proposed Work Description (if description cannot fit on the allocated lines on this form)

☐ Other: _____

12. Submission Instructions

Completed forms shall be submitted to the MFDA before contractor work begins.

Submit by email to: [**XXXXX@fmdiversion.gov**]
Questions: [Program Phone Number]
Website: www.fmdiversion.gov

13. Signatures

Landowner or Point of Contact Signature

I certify that I am the designated Point of Contact for the property identified in this form and request MFDA review and authorization of the Contractor-assisted work described above.

Landowner Name: _____

Point of Contact Name: _____

Signature (Landowner or Point of Contact): _____

Date: _____

Contractor Signature: _____

I certify that I have reviewed the requested work with the Landowner or Point of Contact and understand that work may not begin until MFDA issues a Notice to Proceed or other written authorization.

Contractor Representative: _____

Company: _____

Signature: _____

Date: _____

14. MFDA Review

MFDA Use Only

Received By: _____

Date Received: _____

Area of Eligibility Confirmed:

☐ Yes
☐ No
☐ Partial
☐ Pending

Requested Work Eligibility:

☐ Approved
☐ Approved with conditions
☐ Not approved
☐ Additional information required

Conditions / Notes:

_____

_____

_____

_____

Notice to Proceed Issued:

☐ Yes
☐ No

NTP Number: _____

MFDA Reviewer: _____

MFDA Signature: _____

Date: _____

END OF RIGHT-OF-ENTRY AND CONTRACTOR WORK AUTHORIZATION FORM.

NOTICE TO PROCEED (Draft Template)

Date: _____

Contractor: _____

Email: _____

Address: _____

Declaration

The Metro Flood Diversion Authority (MFDA) hereby issues this Notice to Proceed (NTP) authorizing the work described herein under the Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands. This authorization is issued following review of a completed Right-of-Entry and Contractor Work Authorization Form submitted by the designated Point of Contact and confirmation that the proposed work is eligible under the Program.

This Notice to Proceed is issued pursuant to your Post-Operation Clean-Up Assistance Services (POCAS) Contract with the MFDA and authorizes work only as described below.

Property Information

Point of Contact: _____

Landowner: _____

Property Location or Locations:

Property ID#	Township Section Range or Latitude/Longitude	Adjacent Roadway(s)

Authorized Work

The following activities have been reviewed by the MFDA and determined to be eligible for reimbursement under the Program:

☐ Removal of eligible flood-related debris

☐ Hauling eligible debris to Temporary Debris Staging Sites

☐ Restoration or repair of eligible nonstructural property damage

☐ Other approved activity:

_____

_____

Work Description:

_____

_____

_____

_____

_____

_____

Authorization Period

This Notice to Proceed is effective upon issuance.

Authorized Start Date: _____

Expected Completion Date: _____

Contractor shall coordinate all work directly with the Point of Contact and complete the work as soon as practicable following issuance of this Notice.

Program Requirements

The Contractor shall perform the work in accordance with:

- The executed POCAS Contract
- The MFDA Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program
- The current MFDA Standard Billing Rate Sheet
- Applicable federal, state, and local laws and regulations

The Contractor shall coordinate directly with the Point of Contact regarding:

- Field access;
- Equipment restrictions or preferences;
- Scheduling;
- Site-specific clean-up approaches;

- Application for Reimbursement; and
- Work completion verification.

Documentation Requirements

To receive payment, the Contractor must submit documentation sufficient to demonstrate that eligible work was completed. Documentation shall include, as applicable:

- Hours & Equipment Log and supporting documents
  - Supporting documents:
    - Contractor invoice
    - Hauling documentation
    - Receipts or invoices for approved materials or subcontracting costs
- Photos Log and supporting documents
  - Supporting Documents:
    - Before, during, and after photographs
- Completed Work Close-Out Form signed by the Point of Contact

Incomplete documentation may delay reimbursement.

Payment

Payment for authorized work shall be made in accordance with the rates and reimbursement procedures established by the MFDA and set forth within the applicable contract documents and Standard Billing Rate Sheet.

The issuance of this Notice to Proceed does not guarantee payment for work determined to be outside the approved scope or otherwise ineligible under the Program.

Special Conditions (If Applicable)

_____

_____

_____

_____

MFDA Contact Information

For questions regarding eligibility, documentation requirements, program procedures, or reimbursement:

Metro Flood Diversion Authority

Contact: _____

Email: _____

Phone: _____

Authorization

The Metro Flood Diversion Authority hereby authorizes the Contractor identified above to proceed with the work described in this Notice.

Authorized MFDA Representative: _____

Title: _____

Signature: _____

Date: _____

END OF RIGHT OF NOTICE TO PROCEED FORM.

APPLICATION FOR REIMBURSEMENT AND FORMS

(insert forms from spreadsheet)

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

Applicant Information:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ Email: _____

Point of Contact Type (Check the Boxes that Apply):

- ☐ Landowner
- ☐ Tenant
- ☐ Farm Manager
- ☐ Other Authorized Representative: _____

Application Type (Check the Boxes that Apply):

- ☐ Self-performed work by Point of Contact
- ☐ Self-performed work by Point of Contact + MFDA Contractor Assistance
  (Requires separate application by both parties and signatures by both parties.)
- ☐ Work Performed Only By MFDA Contractor (Requires Point of Contact Signature)

Parcel or Parcels This Application for Reimbursement is Requesting Funds for:

Instructions: Identify the parcel(s) using a township/section/range legal description.

Parcel 1: _____ Parcel 11: _____

Parcel 2: _____ Parcel 12: _____

Parcel 3: _____ Parcel 13: _____

Parcel 4: _____ Parcel 14: _____

Parcel 5: _____ Parcel 15: _____

Parcel 6: _____ Parcel 16: _____

Parcel 7: _____ Parcel 17: _____

Parcel 8: _____ Parcel 18: _____

Parcel 9: _____ Parcel 19: _____

Parcel 10: _____ Parcel 20: _____

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

MFDA Contractor Information:

(Complete if Contractor is not the Applicant and if the work was self-performed by Point of Contact + Contractor Assistance)

Manager: _____

Company: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ Email: _____

Type of Work Completed: (See Fees & Lists Sheet for Hand Prepared Applications)

Point of Contact: _____

MFDA Contractor: _____

Point of Contact Reimbursement Fee:

Total Labor Fee: _____ (See Staff List & Hours Log for Detailed Line Items)

Total Equipment Fee: _____ (See Equipment List & Hours Log for Detailed Line Items)

Total Actual Expenses Fee: _____ (See Actual Expenses Log for Detailed Line Items)

Total Requested Reimbursement Fee: $ -

Applicant Attachments List: (Check all that apply. If any logs are checked, supporting photos or receipts/invoices are required.)

- ☐ Staff List & Labor Hours Log
- ☐ Equipment List & Log and Equipment Photo Log
- ☐ Actual Expenses Log and Receipts & Invoices Log
- ☐ Before Photo Log and After Photo Log
- ☐ Supporting Photos for Photo Logs
- ☐ Supporting Receipts & Invoices for Receipts & Invoices Log
- ☐ W-9 Tax Form Record of Transmittal
- ☐ Completed Work Close-Out Form (To be supplied by Contractor if contractor work was performed)

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

Applicant Certification:

I certify that the information provided in this Application and the attached documentation is true and accurate to the best of my knowledge. I further certify that the work described in this Application was performed for eligible post-operation debris removal and/or eligible non-structural property damage repair or restoration under the MFDA Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands.

I understand that reimbursement may be denied or reduced for work that is incomplete, unsupported, outside the Area of Eligibility, outside the approved scope of work, duplicative, or otherwise ineligible under the Program.

Applicant Name (printed): _____

Applicant Signature: _____ Date: _____

Point of Contact Certification: (Complete if Applicant is not the Point of Contact)

I certify that I am the Point of Contact of the property identified in this Application and authorize the Applicant identified above to submit this Application and receive Program benefits or reimbursement for eligible work associated with the property. I certify the Applicant is not requesting for reimbursement of duplicate work completed by, me, the Point of Contact.

Point of Contact Name (printed): _____

Point of Contact Signature: _____ Date: _____

MFDA Contractor Certification: (Complete if Applicant is not the Contractor and if the Contractor completed work in assistance to the Applicant)

I certify that I am the MFDA Contractor that assisted work to the Applicant for the property identified in this Application. I certify the Applicant is not requesting for reimbursement of duplicate work completed by, me, the MFDA Contractor.

MFDA Contractor Name (printed): _____

MFDA Contractor Signature: _____ Date: _____

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

MFDA Review:

Date Received: _____

	YES	NO
Is the property or properties within the Area of Eligibility? If "NO", application is rejected and no further review is necessary.	☐	☐

	YES	NO
Are all the required supporting documents accompanied with the Application for Reimbursement? If "NO", list missing supporting documents and reject application.	☐	☐

- ☐ Staff List & Labor Hours Log
- ☐ Equipment List & Log and Equipment Photo Log
- ☐ Actual Expenses Log and Receipts & Invoices Log
- ☐ Before Photo Log and After Photo Log
- ☐ Supporting Photos for Photo Logs
- ☐ Supporting Receipts & Invoices for Receipts & Invoices Log
- ☐ W-9 Tax Form Record of Transmittal
- ☐ Completed Work Close-Out Form (To be supplied by Contractor if contractor work was performed)

	YES	NO
Do the requested fees for Actual Expenses add up to the correct amount when compared to the supporting receipts and invoices? If "NO", list errors and the correct fee total:	☐	☐

_____

_____

_____

_____

_____

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

	YES	NO
Is all the work completed and being requested for reimbursement eligible work?		
If "NO", list the ineligible work and associated fee to be deducted from request.	☐	☐
If any of the ineligible work is not able to be separated out, reject application.		

METRO FLOOD DIVERSION AUTHORITY

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

APPLICATION FOR REIMBURSEMENT

Application Status:

- ☐ Accepted
- ☐ Partially Accepted and Revised Reimbursement Fee
  (Applicant can submit a new application for non-accepted reimbursement fees with the required missing supporting information, if the non-accepted fees are associated to eligible work.)
- ☐ Rejected

Total Requested Reimbursement Fee: _____

Deducts to Labor Fee: _____

Deducts to Equipment Fee: _____

Deducts to Hauling Fee: _____

Deducts to Actual Expenses Fee: _____

Approved Reimbursement Fee Total: _____

MFDA Review Notes/Comments:

_____

_____

_____

_____

_____

MFDA Reviewer Name (printed): _____

MFDA Reviewer Signature: _____ Date: _____

METRO FLOOD DIVERSION AUTHORITY

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

STAFF LIST

Applicant Name: _____

Instructions: See Fees & Lists Sheet for Hand Prepared Applications. Fees & Lists sheet display the correct Laborer Categories and Laborer Fees.

Staff #:	Laborer Name:	Laborer Category:	Laborer Fee:
1			
2			
3			
4			

METRO FLOOD DIVERSION AUTHORITY

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

STAFF LABOR HOURS LOG

Applicant Name: #REF!

(attach more sheets if necessary)

Staff #: 1

Staff #: 2

Date	Hours	Date	Hours	Date	Hours	Date	Hours
Total Hours:	0	Laborer Fee:	0	Total Hours:	0	Laborer Fee:	0
		Reimbursement:	$ -			Reimbursement:	$ -

Staff #: 3

Staff #: 4

Date	Hours	Date	Hours	Date	Hours	Date	Hours
Total Hours:	0	Labor Fee:	0	Total Hours:	0	Labor Fee:	0
		Reimbursement:	$ -			Reimbursement:	$ -

METRO FLOOD DIVERSION AUTHORITY

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

EQUIPMENT LIST

Applicant Name: _____

Equipment #:	Equipment Category:	Equipment Fee:
1		
2		
3		
4		

Instructions:

A supporting Equipment Photo Log is required. A photo of each piece of equipment on this list shall be included in the photo log.

If there are two pieces of equipment that are the same, include photos of the VIN numbers in the Equipment Photo Log.

A supporting Equipment Hours Log shall be provided for each piece of equipment on this list to recieve reimburesment for the piece of equipment.

See Fees & Lists Sheet for Hand Prepared Applications. Fees & Lists sheet display the correct Equipment Categories and associated Equipment Fees.

METRO FLOOD DIVERSION AUTHORITY

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

EQUIPMENT HOURS LOG

Applicant Name: #REF! (attach more sheets if necessary)

Equipment #: 1

Date	Hours	Date	Hours
Total Hours:	0	Equipment Fee:	0
		Reimbursement:	$ -

Equipment #: 2

Date	Hours	Date	Hours
Total Hours:	0	Equipment Fee:	0
		Reimbursement:	$ -

Equipment #: 3

Date	Hours	Date	Hours
Total Hours:	0	Equipment Fee:	0
		Reimbursement:	$ -

Equipment #: 4

Date	Hours	Date	Hours
Total Hours:	0	Equipment Fee:	0
		Reimbursement:	$ -

METRO FLOOD DIVERSION AUTHORITY

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

EQUIPMENT PHOTO LOG

Applicant Name: _____

Instructions: The file name shall match the name of the photo file are submitting. The description shall either be the description of the equipment or equipment the corresponding Photo#+VIN# for VIN# photos.

Photo #	Photo File Name	Photo Description
E1		
E2		
E3		
E4		
E5		
E6		
E7		
E8		
E9		
E10		
E11		
E12		

(attach more sheets if necessary)

METRO FLOOD DIVERSION AUTHORITY

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

ACTUAL EXPENSES LOG

Applicant Name: _____

Instructions: A receipt & Invoice Log is required. A photo copy of all receipts or invoices are required. Attach more sheets if necessary.

Date	Expense Amount	Expense Type	Photo Log # of Receipt or Invoice	Date	Expense Amount	Expense Type	Photo Log # of Receipt or Invoice

(attach more sheets if necessary)

Expense Reimbursement: $ -

METRO FLOOD DIVERSION AUTHORITY

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

RECEIPT & INVOICE LOG

Applicant Name: _____

Instructions: The file name shall match the name of the photocopy file you are submitting. The description shall describe what the receipt or invoice is for. Attach more sheets if necessary.

Expense #	Receipt/Invoice File Name	Receipt/Invoice Description
RI1		
RI2		
RI3		
RI4		
RI5		
RI6		
RI7		
RI8		
RI9		
RI10		
RI11		
RI12		

METRO FLOOD DIVERSION AUTHORITY

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

BEFORE PHOTO LOG

Applicant Name: _____

Instructions: The file name shall match the name of the photo file you are submitting. The description shall describe the type of eligible work. Attach more sheets if necessary.

Photo #	Photo File Name	Photo Description
B1		
B2		
B3		
B4		
B5		
B6		
B7		
B8		
B9		
B10		
B11		
B12		

METRO FLOOD DIVERSION AUTHORITY

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

AFTER PHOTO LOG

Applicant Name: _____

Instructions: The file name shall match the name of the photo file you are submitting. The Photo # shall correspond to Before Photo #. The description shall describe the type of eligible work completed. Attach more sheets if necessary.

Photo #	Photo File Name	Photo Description
A1		
A2		
A3		
A4		
A5		
A6		
A7		
A8		
A9		
A10		
A11		
A12		

W-9 TAX FORM RECORD OF TRANSMITTAL

FORM W-9 REQUIREMENT

Applicant Name or Company (Printed): _____
Application Date: _____
Notice of Eligibility Date (For Landowner / Point of Contact Applications): _____
Notice to Proceed Date (For Contractor Applications): _____

Purpose

A completed IRS Form W-9 is required before MFDA can issue payment to a Landowner, Point of Contact, Contractor, or other approved payment recipient under the Program. The draft Program states that a W-9 Tax Form is needed to receive payment from MFDA and that the form is used to request a taxpayer identification number for reporting amounts paid.

Instructions to Applicant / Payee

Please complete and submit the current IRS **Form W-9, Request for Taxpayer Identification Number and Certification**, with your Application for Reimbursement unless the MFDA already has a current W-9 on file for the payee.

The IRS Form W-9 page states that the current revision of Form W-9 is available as a PDF and provides instructions for the requester of Form W-9. [irs.gov]

Official IRS Form W-9: Download Form W-9 from the IRS
IRS Form W-9 information page: About Form W-9 [irs.gov]

W-9 Submission Checklist

☐ Legal name or entity name completed
☐ Business name completed, if applicable
☐ Federal tax classification selected
☐ Address completed
☐ Taxpayer Identification Number completed
☐ Certification signed and dated
☐ Submitted with Application for Reimbursement
☐ Previously submitted and on file with MFDA

Important Note

Do **not** send your Form W-9 directly to the IRS for this Program. The IRS Form W-9 itself states that the completed form should be given to the requester and not sent to the IRS.

DIVERSION AUTHORITY

MFDA Review

MFDA Use Only

W-9 received?

☐ Yes
☐ No
☐ Already on file

Received by: _____

Date received: _____

Notes:

_____

_____

_____

END OF W-9 TAX FORM RECORD OF TRANSMITTAL.

METRO FLOOD DIVERSION AUTHORITY

COMPLETED WORK CLOSE-OUT & CERTIFICATION FORM

Applicant Name or Company (Printed): _____

Application Date: _____

Notice of Eligibility Date (For Landowner / Point of Contact Applications): _____

Notice to Proceed Date (For Contractor Applications): _____

1. Purpose of Form

This Completed Work Close-Out Form is used to document that contractor-performed or contractor-assisted work under the Metro Flood Diversion Authority's Post-Operation Debris Removal and Property Damage Restoration and Clean-Up Program for Private Lands has been completed. The Program contemplates that Points of Contact will sign a Completed Work Close-Out Form indicating that MFDA Contractor work is complete and satisfactory before contractor payment is processed.

This form should be submitted with the contractor's Application for Reimbursement and supporting documentation required by the Program, including photographs, hours and equipment logs, hauling records, and other required records. The Program requires contractors to submit invoices with hour logs, before-and-after photo evidence, and the Completed Work Close-Out Form signed by the Point of Contact.

2. Property Information

Landowner Name: _____

Designated Point of Contact: _____

Point of Contact Relationship to Property:

☐ Landowner
☐ Tenant
☐ Farm Manager
☐ Other Authorized Representative: _____

Property Location or Locations:

Property ID#	Township Section Range or Latitude/Longitude	Adjacent Roadway(s)

METRO FLOOD DIVERSION AUTHORITY

3. Contractor Information

Company Name: _____

Contractor Representative: _____

Phone: _____

Email: _____

Contractor Address: _____

---

4. Work Authorized by MFDA

Check all work types authorized under the applicable Notice to Proceed or written MFDA authorization:

☐ Removal of eligible flood-related debris
☐ Hauling eligible debris to an Temporary Debris Staging Site
☐ Repair or restoration of eligible nonstructural property damage
☐ Other MFDA-approved work: _____

---

5. Description of Completed Work

Briefly describe the work completed by the contractor, including the location of work, type of debris removed, hauling performed, nonstructural repairs completed, and any important site-specific notes.

_____

_____

_____

_____

_____

_____

Work Commencement Date: _____

Work Completion Date: _____

Was eligible debris hauled to an Temporary Debris Staging Site?
☐ Yes
☐ No
☐ Not applicable

If yes, identify the Temporary Debris Staging Site: _____

METRO FLOOD DIVERSION AUTHORITY

6. Point of Contact Review

The designated Point of Contact should complete this section after reviewing the completed work.

☐ I have reviewed the contractor-performed work described above.

☐ The work appears to be complete and satisfactory.

☐ The work appears to be complete, but I have noted comments or concerns below.

☐ The work does not appear to be complete. Comments are provided below.

☐ I am unable to verify all work and have provided comments below.

Comments / Concerns / Exceptions:

_____

_____

_____

_____

_____

7. Documentation Checklist

The following documentation should be submitted with this form, as applicable:

☐ Contractor invoice
☐ Hours & Equipment Log
☐ Photos Log
☐ W-9 Tax Form Record of Transmittal
☐ Copy of Right-of-Entry and Contractor Work Authorization Form
☐ Copy of Notice to Proceed (for contractors)
☐ Other: _____

METRO FLOOD DIVERSION AUTHORITY

8. Payment Acknowledgement

The undersigned understands that this form confirms completion status from the Point of Contact's perspective but does not, by itself, guarantee payment. MFDA will review the invoice and supporting documentation for completeness, eligibility, and consistency with the Program, the applicable Notice to Proceed, and the Standard Billing Rate Sheet before payment is approved. The Program states that MFDA reviews reimbursement applications, invoices, and supporting documentation, verifies that work was completed and eligible, and then processes reimbursement or contractor payment.

---

9. Landowner or Point of Contact Certification

I certify that I am the designated Point of Contact for the property identified in this form. I further certify that I have reviewed the contractor-performed work described above and have indicated whether the work is complete and satisfactory, complete with comments, incomplete, or unable to be fully verified.

Landowner Name: _____

Point of Contact Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

---

10. Contractor Certification

I certify that the work described in this form has been completed in accordance with the applicable Notice to Proceed, Program requirements, and the documentation submitted with the contractor invoice.

Contractor Company: _____

Contractor Representative: _____

Title: _____

Signature: _____

Date: _____

METRO FLOOD DIVERSION AUTHORITY

11. MFDA Review

MFDA Use Only

Date received: _____

Received by: _____

Invoice received?

☐ Yes
☐ No
☐ Not applicable

Supporting documentation complete?

☐ Yes
☐ No
☐ Additional information required

Completed Work Close-Out Form signed by Point of Contact?

☐ Yes
☐ No
☐ Not applicable

Work consistent with NTP / approved scope?

☐ Yes
☐ No
☐ Partial
☐ Additional review required

Work eligible for payment?

☐ Yes
☐ No
☐ Partial
☐ Additional review required

Approved payment amount: $_____

Comments / Conditions / Adjustments:

_____

_____

MFDA Reviewer: _____

Signature: _____

Date: _____

METRO FLOOD DIVERSION AUTHORITY

12. Submission Instructions

Submit the completed form and supporting documentation to:

Metro Flood Diversion Authority
Email: [**XXXXX@fmdiversion.gov**]
Phone: [Program Phone Number]
Website: www.fmdiversion.gov

END OF COMPLETED WORK CLOSE-OUT & CERTIFICAITON FORM.

METRO FLOOD DIVERSION AUTHORITY

Appendix D – Contracts and Standard Billing Rates

1. Post-Operation Clean-Up Assistance Services (POCAS) Contract (template)
2. Standard Billing Rate Sheet – 2027 Debris Removal and Nonstructural Damage Repair

METRO FLOOD DIVERSION AUTHORITY

Post-Operation Clean-Up Assistance Services (POCAS) Contract (template)

[placeholder for contract template]

METRO FLOOD DIVERSION AUTHORITY

Standard Billing Rate Sheet – 2027

Debris Removal and Nonstructural Damage Repair

Category	Unit	Rate	Comments
Labor Rates[1]			
Laborer	Per Hour	$60	Requires an hours log for each person
Landowner/Farmer/ Operator	Per Hour	$75	Requires an hours log for each person
Truck Driver	Per Hour	$95	Requires an hours log for each person
Equipment[2]			
Owned	Per Hour	FEMA Rate + 5%	Requires an hours log for each piece of equipment
Rented/Leased	Per Hour	FEMA Rate + 30%	Requires an hours log for each piece of equipment
Materials[3]	Per Invoice	Invoice cost + 15%	Requires a submitted receipt or invoice for each material
Subcontracting[3]	Per Invoice	Invoice cost + 10%	Requires a submitted invoice for each subcontractor used

Notes:

[1] The labor rates were established using data from the following sources:

- Davis-Bacon Wage Determinations (Davis-Bacon Wage Determinations | U.S. Department of Labor) procured here (SAM.gov | Search).
    - A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics that the WHD Administrator has determined to be prevailing in a given area (usually a county) for a particular type of construction.
    - Wage determinations for laborers, operators, and truck drivers are based on comparison and averages for Cass County, Richland County, and others in ND as well as Clay County, Wilkin County, and others within Minnesota.
- DOT Force Account Provisions: The NDDOT and MNDOT Force Account Provisions were reviewed and compared to create an average percent (%) markup to the Davis-Bacon Wage Rates to be used for this program.

[2] The equipment rates were established using data from the following sources:

- FEMA Schedule of Equipment Rates (Schedule of Equipment Rates | FEMA.gov)
    - The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all

costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

  - Equipment must be in actual operation performing eligible work for reimbursement to be eligible. Labor costs of the operator are not included in the rates and should be approved separately from equipment costs.

- Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.
- NDDOT and MNDOT Force Account Provisions were reviewed and compared to create an average percent (%) markup to the FEMA Rates to be used for this project.

(3) The materials and subcontracting rates were established using data from NDDOT and MNDOT Force Account Provisions to create an average percent (%) markup to the FEMA Rates to be used for this project.

METRO FLOOD DIVERSION AUTHORITY

Appendix E – Temporary Debris Staging Sites Maps

- North Dakota Sites
  - OIN 2002
  - OIN 5023
- Minnesota Site
  - OIN 1840Y

METRO FLOOD DIVERSION AUTHORITY



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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Management\Overall Property Management\Operations_Mtce\Operations_Mtce.aprx| Temporary Debris Staging_Individual

N

0 45 90 180

Feet



Locator Map Not to Scale

Temporary Debris Staging Site OIN 2002
Post-Operation Debris Clean-up Program

FM AREA DIVERSION
Date: 10/29/2026

FM AREA DIVERSION

METRO FLOOD DIVERSION AUTHORITY



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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Management\Overall Property Management\Operations_Mtce\Operations_Mtce.aprx| Temporary Debris Staging_Individual

N

0 40 80 160

Feet



Locator Map Not to Scale

Temporary Debris Staging Site OIN 5023
Post-Operation Debris Clean-up Program

FM AREA DIVERSION
Date: 10/29/2026

FM AREA DIVERSION

METRO FLOOD DIVERSION AUTHORITY



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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Management\Overall Property Management\Operations_Mtce\Operations_Mtce.aprx| Temporary Debris Staging_Individual

N

0 112.5 225 450

Feet



Locator Map Not to Scale

Temporary Debris Staging Site OIN 1840Y
Post-Operation Debris Clean-up Program

FM AREA DIVERSION
Date: 10/29/2026

FM AREA DIVERSION



METRO FLOOD DIVERSION AUTHORITY

Diversion Board of Authority

November 19, 2026

Contracting Actions

DA Board Approval Contract Actions

(ACTION)

METRO FLOOD DIVERSION AUTHORITY

Description	Company	Budget/Estimate ($)
New Professional Services Agreement – Consulting Services for a Classification and Compensation Study for eight (8) future job positions with the MFDA. The fee also includes a $1,300 annual membership fee with MRA which provides additional benefits/services to the Authority along with a $60/hour billing rate savings which reduces the cost of this work by $3,640.	MRA – The Management Association	$20,100.00
WP-52M – Miscellaneous Paving – Recommendation of Award to Borders States Paving, Inc. to complete miscellaneous paving projects in 2027. The two locations currently identified that need paving are CR 17 crossing of the DCAI and the CR 18 overpass structure that was constructed as part of WP-31. It will also include miscellaneous driveway approach paving.	Border States Paving Inc.	$61,520.00

Executive Director Contracting Recommendation

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

MRA – The Management Association **Professional Services Agreement – Amendment 0** **Consulting Services – Classification & Compensation Study**	**$20,100.00**

- Compensation study for 8 new Metro Flood Diversion Authority positions.

1 Recommendation for action:

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

2 Summary of Contracting action:

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

3 Reason why it is required

Metro Flood Diversion Authority is contracting with MRA – The Management Association to provide a comprehensive compensation study for eight (8) new positions. The study will provide a strong foundation for incorporating new positions into MFDA's compensation system while supporting a competitive, equitable, and flexible compensation approach. These efforts will help MFDA attract, retain, and motivate high-performing employees. The positions will include:

- Document Control Manager (1 position)
- AP Finance and Contracting Specialist (1 position)
- P3 Compliance and Contract Monitor (1 position) (the P3 simply means that this position is specific to the oversight of the contract with our P3 contractor who will perform long term O&M specific to the Diversion Channel and Associated Infrastructure).
- Asset Management Manager - (2 positions - 1 for the P3 elements of the project and 1 for the non-P3 elements of the project).
- P3 Operations & Maintenance Inspectors (2 positions specific to the P3 elements of the project)
- Control Structures Operations & Maintenance Inspector (1 position)
- Levee Maintenance Inspector (1 position)
- Overall Systems & Equipment Maintenance Specialist (1 position)

The fee associated with this work includes a $1,300.00 annual membership fee with MRA. The MRA membership provides additional benefits to the Authority including a $60/hour billing rate savings, which in turn reduces the total cost of the above scope of work by $3,640.00.

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 the Agreement between the Metro Flood Diversion Authority (the "Authority") and MRA – The Management Association (the "MRA") dated November 19, 2026 (the "Agreement"), the Authority and the MRA agree to the services listed in the Agreement.

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

Table 1 - Summary of Contracting History and Current Contract Action

Original Agreement or Amendment	Contract Change $	Original or Revised Contract $	Agreement Execution Date	Project Completion	Comments
SA-A0	0.00	20,100.00	11/19/2026	11/30/2027	Consulting services

5 Financial considerations:

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

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

Table 2 – Summary of Annual Budget Allocation – Per Year

Year	Cost Account Code	Estimated Cost ($)	Budget Allocated ($)	Actual paid to date ($)	Budget Remaining ($_	Comments
2026	SW-1150A	1,300.00	1,300.00	0.00	1,300.00	
2027	SW-1150A	18,800.00	18,800.00	0.00	18,800.00	
Totals		20,100.00	20,100.00		20,100.00	

6 Attachments:

- Services Agreement

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

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

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

Approved by: Jason Benson, Executive Director **Date: 11/10/2026**

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

October 30, 2026

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

Project Name: **Miscellaneous Paving**
Project Number: **WP52M**

Subject: **Work Package 52M - Miscellaneous Paving**
Recommendation of Award

Dear Metro Flood Diversion Authority,

Three quotations were received for Work Package 52M - Miscellaneous Paving, Cass County, North Dakota. WP52M includes miscellaneous paving to address AHJ (Authorities Having Jurisdiction) comments related to the County Road 17 crossing of the DCAI and the County Road 18 overpass structure constructed as part of WP31. The work will include miscellaneous driveway approach paving and a mill and overlay, to the approach to the County Road 18 overpass structure over I-29.

The quotations were as follows:

1. Border States Paving Inc. **$ 61,520.00**
2. Industrial Builders, Inc - in the amount of **$ 97,580.00**
3. RJ Zavoral & Sons Inc. - in the amount of **$ 75,460.00**

The Engineer's Estimate for the project was: **$ 57,620.00**

Since the original quotations were received, further work was added for an additional driveway approach apron. Border States Paving submitted an updated quotation to include this additional work.

Jacobs (PMC), HMG LLC (EOR), and the Authority's Legal counsel have reviewed and evaluated the quotations. and recommend the Metro Flood Diversion Authority award the contract for **WP52M to Border States Paving Inc.** in the amount of **$70,520.00** as the lowest responsive quotation.

Enclosed is the Quotation Tabulation Assessment. Please contact me at ian.joynes@jacobs.com if you have any questions regarding this recommendation.

Yours sincerely,

Ian Joynes, BEng CEng FICE, Construction Contracts Manager

Copies to:

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

Bid Tabulation Assessment

Project: WP52M - Miscellaneous Paving Project
CASS COUNTY, NORTH DAKOTA
FM AREA DIVERSION PROJECT

Bid Submission: 08/25/2026

WP52M - Miscellaneous Paving Project

		QUANTITY		Engineers Estimate		Border States Paving Inc.		Industrial Builders Inc.		RJ Zavoral & Sons Inc.	
ITEM	DESCRIPTION		UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	L SUM	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ 26,500.00	$ 26,500.00	$ 22,300.00	$ 22,300.00
2.	Milling Pavement Surface	358	SY	$ 40.00	$ 14,320.00	$ 40.00	$ 14,320.00	$ 60.00	$ 21,480.00	$ 45.00	$ 16,110.00
3.	Commercial Grade Hot Mix Asphalt	59	TON	$ 500.00	$ 29,500.00	$ 600.00	$ 35,400.00	$ 800.00	$ 47,200.00	$ 600.00	$ 35,400.00
4.	Mudjack Curb & Gutter	30	LF	$ 60.00	$ 1,800.00	$ 60.00	$ 1,800.00	$ 80.00	$ 2,400.00	$ 55.00	$ 1,650.00
	Total Amount				$57,620.00		$61,520.00		$97,580.00		$75,460.00

Updated quotation for additional work added October 9, 2026:

		QUANTITY		Engineers Estimate		Border States Paving Inc.	
ITEM	DESCRIPTION		UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	L SUM	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00
2.	Milling Pavement Surface	358	SY	$ 40.00	$ 14,320.00	$ 40.00	$ 14,320.00
3.	Commercial Grade Hot Mix Asphalt	71	TON	$ 500.00	$ 35,500.00	$ 600.00	$ 42,600.00
4.	Mudjack Curb & Gutter	60	LF	$ 60.00	$ 3,600.00	$ 60.00	$ 3,600.00
	Total Amount				$65,420.00		$70,520.00

Memorandum

METRO FLOOD DIVERSION AUTHORITY

To: Metro Flood Diversion Authority Lands Committee

From: Jason Benson, Executive Director

Cc: John Shockley, MFDA Legal Counsel

Date: November 18, 2026

Re: OINs 1665, 1792, 1793, and 1802 Excess Lands

RECOMMENDATION/ACTIONS NEEDED:

Approve the sale price of $60,000 for excess land parcels 1665, 1792, 1793, and 1802.

Background/Key Points:

In October 2025 an excess land recommendation for OINs 1665, 1792, 1793, and 1802 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of $111,000 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts some interest was received but things ultimately fell through, and the parcel was made available for public sale. An interested party has come forward though the public sale step but is proposing the purchase of the property for $60,000, which is lower than the original approved value of $111,000. In 2025 the Project paid an annual $3,520 in property taxes and paid $6,464 to help maintain the property either through a lawn service contract or haying agreement. In efforts to dispose of this property we are requesting approval to proceed with this sale for $60,000.

This recommendation is similar to the sale adjustments that were made for the interested buyers of OINs 858 and 839, see table below.

Parcel/OIN	Original Sale Price	Revised Sale Price
858	$57,970	$20,000
839	$10,500	$7,000

ATTACHMENTS:

- Approved Memo – Excess Lands recommendation – OINs 1665, 1792, 1793, and 1802

METRO FLOOD DIVERSION AUTHORITY

Memorandum

TO: Jason Benson, Executive Director

FROM: Justin Fisher, Director of Lands and Compliance

DATE: October 13, 2025

RE: Excess Lands Recommendation – OINs 1665, 1792, 1793, and 1802, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OINs 1665, 1792, 1793, and 1802 as Excess Land and begin the process to dispose of these properties following the Policy. Note that these parcels are in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Moorhead Clay County Joint Powers Authority (MCCJPA)) shall reserve a flowage easement on these parcels as part of the sale.

2. Pertinent Facts Regarding OINs 1665, 1792, 1793, and 1802

Description of Parcel(s)	See Exhibit A for a map showing the parcels recommended as excess land.
Legal Description	See Exhibit B for legal descriptions for the parcels recommended as excess land.
Asset Parcel(s) Size	OIN 1665: 2.35 acres OIN 1792: 5.86 acres OIN 1793: 9.64 acres

	OIN 1802: 4.52 acres **TOTAL = 22.37**
Narrative Description of Parcel(s)	OINs 1665, 1792, 1793, and 1802 are located west of Southern Embankment Reach 4 (SE-4) in the UMA Mitigation Zone 1, in Section 29 of Holy Cross Twp. These parcels have access from 3rd Street South.
Purchase Date	OIN 1665: July 27, 2023 OIN 1792: December 14, 2023 OIN 1793: October 6, 2022 OIN 1802: March 21, 2017
Purchase Price	OIN 1665: $2,100,000 *for all of OINs 1635 & 1665 OIN 1792: $202,200 OIN 1793: $1,517,500 OIN 1802: $214,000
Proposed Sale Price	$111,000 *Based on a $5,000/acre rate for the sale of all four (4) parcels
Former Owner	OIN 1665: David Dobis and Morgan Buth OIN 1792: Jean Anderson Trustee OIN 1793: Thomas & Laurie Livdahl OIN 1802: Robert & Judith Anderson
Adjacent Owners	OIN 1665: Richard Willem (OIN 1794) / Larry & Judith Ness (OIN 1796) OIN 1792: Larry & Judith Ness (OIN 1796) / Richard Willem (1861X1) / Blessingsbe (1783X) / Larry & Aj Dahlstrom Trust (1791X) OIN 1793: Richard Willem (OIN 1794 & 1861X1) / Larry & Judith Ness (OIN 1796) OIN 1802: Richard Willem (OIN 1794) / Larry & Judith Ness (OIN 1796)
Property Management Approach	OIN 1665: This parcel has not had any property management needed to date but efforts will start if not disposed of in a timely fashion. OIN 1792: There has been no property management to date. OIN 1793: Haying Agreement with the Livdahls OIN 1802: Mowing and Weed Control with JT Lawn Service
Property Taxes	OIN 1665: $3,184 in 2024 OIN 1792: $496 in 2024 OIN 1793: $1,770 in 2024 OIN 1802: $77.76 in 2024
Relation to Construction	The Comprehensive Project does not have any construction impacts on these parcels. OINs 1665, 1792, 1793, and 1802 are fully encumbered by a Flowage Easement and the Prior Owners did not wish to retain the underlying land. A gazebo still remains on the site but is under contract to be removed in the near future.

	Notice of this sale will not be sent until the Project has confirmed the gazebo has been removed. The Project wishes to sell these parcels as one with a Flowage Easement retained.
Right of First Refusal	OIN 1665: No OIN 1792: No OIN 1793: No OIN 1802: No

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OINs 1665, 1792, 1793, and 1802 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps.aprx| Individual Layout Not Data Driven

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Locator Map Not to Scale

OINs: 1665, 1792, 1793, 1802
Owner: MCCJPA
Parcel IDs: 15.029.3002, 15.029.3004, 15.029.3003, 15.029.3001

Clay County, MN

FM AREA DIVERSION
Date: 10/1/2025

FM AREA DIVERSION

Exhibit B: Legal Description for Parcel Recommended as Excess Lands

OIN 1665 – From Title Opinion dated May 9, 2023

That part of the SW¼ of Section 29, in Township 137 North of Range 48 West of the 5th P.M., Clay County, Minnesota, described as follows: From the Southwest corner, existing iron monument, of said Section 29 bear North 00°00'00" East (assumed bearing) along the West line of said Section 29 for a distance of 1,465.56 feet to the point of beginning; thence North 00°00'00" East along said West Section line for a distance of 145.40 feet; thence North 90°00'00" East for a distance of 659.15 feet; thence South 27°13'50" East for a distance of 167.93 feet; thence North 89°41'42" West for a distance of 736.00 feet, more or less, to the point of beginning.

1792 – From Title Opinion dated January 23, 2024

That part of the SW¼ of Section 29, Township 137, Range 48, described as follows, to wit: From the Southwest corner, existing iron monument, of Section 29, Township 137, Range 48 West of the 5th P.M., Clay County, Minnesota, bear North 00°00'00" East (assumed bearing) along the West line of said Section 29 for a distance of 2,637.13 feet, more or less, to an existing iron monument, the Northwest corner of said SW¼; thence South 89°49'46" East along the North line of said SW¼ for a distance of 509.18 feet to an existing iron monument, the Point of Beginning of the tract of land herein described; thence South 89°49'46" East along the North line of said SW¼ for a distance of 2,119.84 feet to an iron monument, the Northeast corner of said SW¼; thence South 00°01'59" East along the East line of said SW¼ for a distance of 121.69 feet to an iron monument; thence North 89°49'46" West along a line that is parallel with the North line of said SW¼ for a distance of 2,077.19 feet; thence North 19°19'21" West for a distance of 129.09 feet, more or less, to the Point of Beginning.

1793 – From Title Opinion dated April 5, 2022

That part of the NW¼SW¼ of Section 29, Township 137, Range 48, Clay County, Minnesota, described as follows: From the Southwest corner existing iron monument, of Section 29, Township 137, Range 48, bear North 00°00'00" East (assumed bearing) along the West line of Section 29 for a distance of 1918.43 feet to an existing monument, the Point of Beginning of the tract of land herein described: thence North 90°00'00" East for a distance of 623.89 feet to an existing iron monument; thence North 04°53'21" West for a distance of 517.78 feet to an iron monument; thence North 19°19'21" West for a distance of 213.31 feet, more or les, to a point on the North line of said SW¼ in said Section 29; thence North 89°49'46" West along said North line for a distance of 509.18 feet, more or less, to an existing iron monument, the Northwest corner of said SW¼; thence South 00°00'00" West along the West line of said Section 29 for a distance of 718.70 feet, more or less to the Point of Beginning.

1802 – From Title Opinion dated April 28, 2017

That part of the Southwest Quarter of Section Twenty-nine, in Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Clay and the State of Minnesota, described as follows: From the Southwest Corner, existing iron monument, of Section Twenty-nine, Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, Clay County, Minnesota, bear North 00°00'00" East (assumed bearing) along the West line of said Section Twenty-nine for a distance of 1610.96 feet to an iron monument, the point of beginning of the tract of land herein described; thence North 00°00'00" East along said West section line for a distance of 307.47 feet to an iron monument; thence North 90°00'00" East for a distance of 623.89 feet to an iron monument; thence South 06°32'34" East for a distance of 309.49 feet to an iron monument; thence North 90°00'00" West for a distance of 659.15 feet, more or less, to the point of beginning; subject to road and utilities easements along the West line and any other easements of record.

Exhibit C: Declaration of Excess Land Form

I hearby declare that OINs 1665, 1792, 1793, and 1802 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Jason Benson
Executive Director

10/14/2025
Date

Memorandum

METRO FLOOD DIVERSION AUTHORITY

To: Metro Flood Diversion Authority Lands Committee

From: Jason Benson, Executive Director

Cc: John Shockley, MFDA Legal Counsel

Date: November 18, 2026

Re: OIN 1955 Excess Land Recommendation

RECOMMENDATION/ACTIONS NEEDED:

Approve OIN 1955 (1.52 acres) to begin the process to dispose of the Excess Land per the Policy on the Disposition and Management of Comprehensive Project Lands.

Background/Key Points:

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

ATTACHMENTS:

- Excess Lands Recommendation – OIN 1955

METRO FLOOD DIVERSION AUTHORITY

Memorandum

TO: Jason Benson, Executive Director

FROM: Justin Fisher, Director of Lands and Compliance

DATE: October 28, 2026

RE: Excess Lands Recommendation – OIN 1955, subject to Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 1955 as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 1955

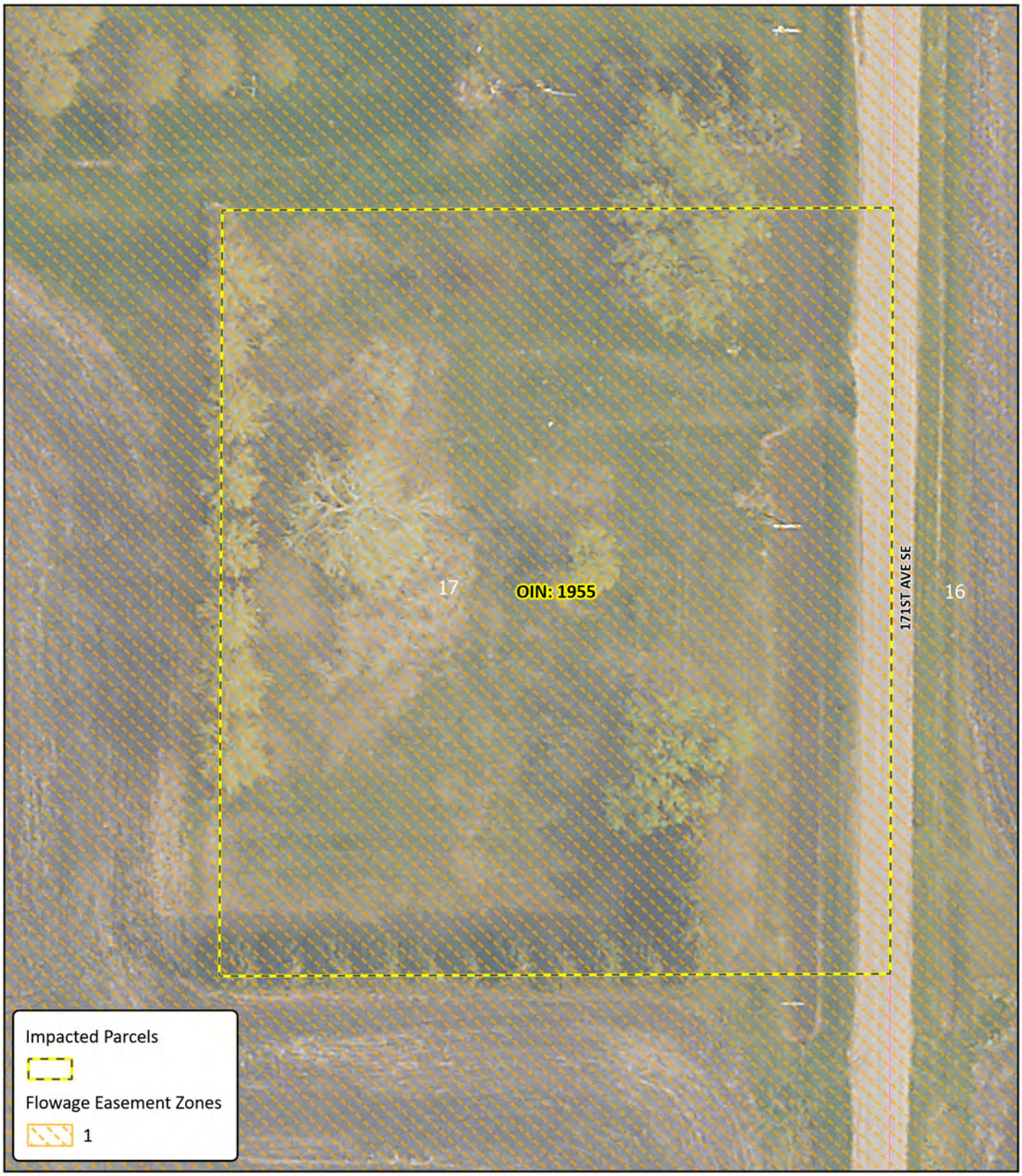
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	1.52 acres

Narrative Description of Parcel(s)	OIN 1955 is located in North Dakota along 171st Avenue SE in the Upstream Mitigation Area associated with the Comprehensive Project.
Purchase Date	December 18, 2017
Purchase Price	$250,000 Includes the residential structures that have since been removed.
Proposed Sale Price	$8,000 Based on roughly $5,000/acre for flowage easement encumbered recreational land in Cass County.
Former Owner	Arlene Haux Trust Etal
Adjacent Owners	OIN 1953 – Leo & Shirley Richard OIN 1947 – Marjorie Cossette OIN 1949 & 1956 – Mark Hamilton
Property Management Approach	This parcel has been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	No property taxes have been assessed on this property in the past five years.
Relation to Construction	This parcel is in the UMA and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1955 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps.aprx| Individual Layout Not Data Driven

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OIN: 1955

Owner: Cass County Joint Water Resource District

Parcel ID: 57-0000-10314-010

Cass County, ND

FM AREA DIVERSION
Date: 10/27/2026

FM AREA DIVERSION

Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the Title Opinion dated November 2, 2017.

A tract of land situated in the Northeast Quarter of Section Seventeen, in Township One Hundred Thirty-seven North of Range Forty-nine West situate in the County of Cass and the State of North Dakota, which tract is more specifically described as follows: Commencing at a point which is 1050 feet South of the Northeast corner of the Northeast Quarter of Section Seventeen, which point is the point of beginning; thence South along the east section line of said Section Seventeen, a distance of 275 feet; thence due West parallel to the North section line of Section Seventeen, a distance of 240 feet; thence North and parallel to the East section line of Section Seventeen, a distance of 275 feet; thence East and parallel to the North section line of Section Seventeen a distance of 240 feet to the point of beginning.

Exhibit C: Declaration of Excess Land Form

I hearby declare that OIN 1955 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Jason P Benson

Jason Benson
Executive Director

October 28, 2026
Date

METRO FLOOD DIVERSION AUTHORITY

Records Retention and Disposal Policy

REVISION HISTORY

Rev.	Date	Description	Originator	Approved
00	10/22/2026	First issue.	John Shockley	Jason Benson
01				

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1 Purpose

The purpose of this Records Retention and Disposal Policy (this "Policy") is to address the retention and disposal of records created, revised, and stored by the Metro Flood Diversion Authority (the "Authority"). The Authority requires that records be retained for specific periods of time and properly disposed of in accordance with North Dakota law. This Policy is intended to ensure that the Authority:

- Meets legal standards;
- Properly manages the use of electronic and physical storage space;
- Preserves the history of the Authority; and
- Timely and proper disposal of outdated records.

2 Legal Authority

The chief information officer of the North Dakota Department of Information Technology (the "Department") serves as the administrator of public records in North Dakota. Section 54-16-03 of the North Dakota Century Code provides, "[t]he administrator shall establish and administer . . . a records management program, which will apply efficient and economical management methods to the creation, utilization, maintenance, retention, and final disposition of state [public] records." Included within this responsibility is the responsibility to create retention and disposal schedules for other political subdivisions.

Section 54-46-12 of the North Dakota Century Code provides, "[t]he administrator shall establish a uniform program of standards, procedures, and techniques for the effective management of county, city, and park district records. All county, city, and park district offices, departments, and agencies may establish, utilize, and maintain the uniform program prescribed by the administrator. The Authority is comprised of county and city representation; therefore, consideration is given to the Department's retention and disposal guidelines. The Department created a general records retention schedule which was modified into the RECORDS RETENTION AND DISPOSAL SCHEDULE, attached as Exhibit A, for use by the Authority.

3 Authority's Responsibility

A single person or unit cannot be directly responsible for all of the Authority's records. As such, every division managing Authority records is responsible for:

- Implementing records management practices consistent with this Policy;
- Educating staff in the records management practices;
- Preserving records as required under this Policy;
- Properly disposing of inactive records at the conclusion of the applicable retention period;
- Protecting records against misuse, misplacement, damage, destruction, or theft; and
- Monitoring compliance with this Policy.

Authority records are the property of the Authority and not of the board members or employees who create, revise, or are entrusted with them.

4 Personal Information

"Personal Information" is information about a person including an individual's name or personal mark together with that individual's social security number; driver's license number or other government identification card number; financial account number, credit or debit card number, or any number or code which may be used alone or in conjunction with another piece of information to assume the identity of another person, access financial resources, or obtain credit information. Personal Information is extremely sensitive, confidential, and must be safeguarded and secured at all times.

5 Types of Authority Records

The Authority creates, utilizes, maintains, retains, and disposes of countless records. A record created or received in the course of Authority business, includes, but is not limited to, paper, email, electronic files or data, photographs, images, and video, Design/Redline/As-Built drawings, plans/blueprints, and audio/video recordings. Section 44-04-17.1(16) of the North Dakota Century Code defines "record" as:

> [R]ecorded information of any kind, regardless of the physical form or characteristic by which the information is stored, recorded, or reproduced, which is in the possession or custody of a public entity or its agent and which has been received or prepared for use in connection with public business or contains information relating to public business. Record does not include unrecorded thought processes or mental impressions but does include preliminary drafts and working papers. Record also does not include records in the possession of a court of this state.

Records of the Authority, as used in this Policy, are further defined as follows:

- "Active Record" is a record that is in active use by an office or function of the Authority.
- "Archival Record" is an Inactive Record that has permanent or historic value and is not required to be retained in the office in which it was originally generated. Archival Records are retained in the Authority archives.
- "Electronic Record" is a record kept in an electronic format, such as a word processing document, spreadsheet, database, scanned or imaged document, and any other type of file stored on a computer, server, or mainframe storage device or medium, or on any external or off-site storage medium, or with a third party acting as the Authority's agent. Electronic Records have the same retention periods as paper and other tangible records.
- "Inactive Record" is a record that is no longer an Active Record but must be maintained pursuant to the RECORDS RETENTION AND DISPOSAL SCHEDULE attached hereto. Inactive Records are typically maintained at an off-site storage facility or at other locations.

6 Records Retention

The retention periods set forth in the attached RECORDS RETENTION AND DISPOSAL SCHEDULE are the minimum retention periods required by the Authority. The RECORDS RETENTION AND DISPOSAL SCHEDULE, which consists of record title, retention period, and disposal technique, derives from the general retention schedule developed by the Department. Because the Authority is comprised of various political subdivisions, agency specific retention schedules may also be used to determine how long to retain and/or dispose of specific records. Agency specific retention/disposal categories that may be used by the Authority include *City Government*, *County Government*, *Water Resources*, and/or *Water Resource Districts*. Agency specific retention schedules can be found on the Department's website.

At the conclusion of the respective retention period, the records should be properly disposed of in accordance with the disposal technique provided in the RECORDS RETENTION AND DISPOSAL SCHEDULE. Since no document list can cover all situations, questions regarding the retention period for a specific document or class of documents not included in the RECORDS RETENTION AND DISPOSAL SCHEDULE should be addressed to the Authority's legal counsel.

Records pertaining to ongoing or pending audits or lawsuits (including reasonably anticipated lawsuits) should not be destroyed, damaged, or altered, even if the records retention date has expired, until the matter has been resolved and specific advice, in writing, has been given by the Authority's legal counsel that such records may be destroyed. If it is questioned that a record scheduled for destruction may pertain to any of these matters, the record must not be destroyed, and the Authority's legal counsel should be contacted immediately.

7 Disposal of Records

If the record retention period has expired and the record is not appropriate for the Authority archives, the record should be recycled or destroyed in accordance with the respective disposition technique in the RECORDS RETENTION AND DISPOSAL SCHEDULE.

Most of the records that the Authority maintains do not contain Personal Information (as defined in Section 4); however, proper procedures must be followed in safeguarding and disposing of records containing Personal Information. North Dakota law requires the Authority to take appropriate measures when disposing of Personal Information, such as (a) shredding the record; (b) destroying the personal identifying information contained in the record; (c) modifying the record to make the personal identifying information unreadable; or (d) taking reasonable actions consistent with commonly accepted industry practice to destroy the record.

Disposal of records without Personal Information may be made by appropriate means. Disposal of Electronic Records, including emails, should be made in conjunction with the Authority's IT department. Formats that hold electronic media may be overwritten or physically destroyed but not placed in the trash.

8 Storage Resources

The Authority created and implemented the DOCUMENTS AND RECORDS MANAGEMENT PLAN, dated December 2019; the purpose and scope of which is to provide the overarching framework for document management practices and procedures. It further defines the document management policy, work processes, and responsibilities of the program management consultant and its consultants and subconsultants. The intention of the DOCUMENTS AND RECORDS MANAGEMENT PLAN is to broadly define how records are used, how to create and maintain records, satisfy legal requirements, fulfill stakeholder expectations, and protect assets. The procedures and guidelines referenced in the DOCUMENTS AND RECORDS MANAGEMENT PLAN are to be used in conjunction with the procedures and guidelines referenced herein.

The following storage resources are used by the Authority and are further outlined in the DOCUMENTS AND RECORDS MANAGEMENT PLAN:

- Electronic Media and Equipment: Electronic records have the same retention periods as tangible records. The DOCUMENTS AND RECORDS MANAGEMENT PLAN outlines the creation, utilization, maintenance, and retainage of electronic records.
- Storage and Off-Site Facilities: Records are typically maintained on-site, but others may be housed at alternative locations.

9 Amendment

This Policy may be amended at any time and for any reason by the Authority's Board of Directors.

*Approved by the Metro Flood Diversion Authority on November 19, 2026.

A. Records Retention and Disposal Schedule

EXHIBIT A - RECORDS RETENTION AND DISPOSAL SCHEDULE

Title	Retention	Disposition
ACCOUNTS PAYABLE	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
ACCOUNTS RECEIVABLE	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
ADMINISTRATIVE CODE/RULES	UD+10 - Updated/update Plus 10 Years	Landfill/Delete backups
ALTERNATE PROCUREMENTS APPROVED	LOC+6 - Life/Length of Contract Plus 6 Years	Shredder
ALTERNATE PROCUREMENTS NOT APPROVED	1 year	Shredder
ATTORNEY GENERAL OPINIONS	UD - Updated/update	Landfill/Delete backups
AUDIT REPORTS	Current 1 Previous	Landfill/Delete backups
BANK STATEMENTS/DEPOSIT RECORDS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Shredder
BUDGETS	Current Biennium 2 Previous Bienniums	Archives
CIVIL RIGHTS	4 years	Landfill/Delete backups
CONTINUUM OF OPERATIONS/DISASTER RECOVERY PLAN	UD - Updated/update	Shredder
CONTRACTS, LEASES, & AGREEMENTS NOT EXECUTED	1 year	Landfill/Delete backups
CONTRACTS, LEASES,& AGREEMENTS	LOC+6 - Life/Length of Contract Plus 6 Years	Landfill/Delete backups
CRIMINAL HISTORY RECORD CHECKS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Shredder
ELECTRONIC COMMUNICATION RECORDS	ACM - After Conditions Met	Landfill/Delete backups
EMERGENCY COMMISSION REQUESTS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
EMPLOYEE ASSISTANCE PROGRAM RECORDS	3 years	Shredder
EMPLOYEE BONDS	AE+3 - After Expired Plus 3 Years	Landfill/Delete backups
EMPLOYEE CALENDARS	13 months	Shredder
EMPLOYEE FILES	ALA+6 - After Last Activity/After Last Action Plus 6 Years	Shredder
EMPLOYEE MEDICAL FILES	ALA+6 - After Last Activity/After Last Action Plus 6 Years	Shredder
EMPLOYEE PAYROLL FILES	ALA+6 - After Last Activity/After Last Action Plus 6 Years	Shredder
EMPLOYMENT HISTORY FILE/SERVICE RECORD	ALA+50 - After Last Activity/After Last Action Plus 50 Years	Landfill/Delete backups
END OF FISCAL YEAR FIXED ASSET INVENTORY	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
EQUIPMENT FILES	LOE+3 - Life of Equipment Plus 3 Years	Landfill/Delete backups
EXECUTIVE ORDERS/PROCLAMATIONS	UD - Updated/update	Landfill/Delete backups
FINANCIAL AUTHORIZATIONS	UD+3 - Updated/update Plus 3 Years	Landfill/Delete backups
FIXED ASSET INVENTORY	UD - Updated/update	Landfill/Delete backups
FORMS MASTERS	UD - Updated/update	Landfill/Delete backups
FRAUD RISK ASSESSMENTS	ACM+3 - After Conditions Met Plus 3 Years	Landfill/Delete backups
GENERAL CORRESPONDENCE	1 year	Landfill/Delete backups
HIRING PROCESS/RECRUITMENT RECORDS	ACM+6 - After Conditions Met Plus 6 Years	Shredder
HISTORICAL AUDIO/VISUAL MATERIALS	WA - While Active	Archives, Confidential
INFORMATION TECHNOLOGY PLANS	Current 1 Previous	Landfill/Delete backups
INSURANCE POLICIES	PERM - Permanent	
INSURANCE POLICY BACKUP INFORMATION	LA+6 - Life of Agreement Plus 6 Years	Landfill/Delete backups
INSURANCE POLICY CLAIMS	ACM - After Conditions Met	Landfill/Delete backups
INTERDEPARTMENTAL BILLINGS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
JOB DESCRIPTIONS	UD+6 - Updated/update Plus 6 Years	Landfill/Delete backups
LEDGERS/JOURNALS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
LEGISLATION	Current 2 Previous	Archives
LITIGATION FILES	ACC+6 - After Case Closed Plus 6 Years	Archives, Confidential
NEWSLETTERS/PUBLICATIONS	WA - While Active	Landfill/Delete backups
NEWSLETTERS/PUBLICATIONS (INTERNAL DISTRIBUTION)	WA - While Active	Archives
NOTARY PUBLIC DOCUMENTATION	AE+1 - After Expired Plus 1 Year	Shredder
OPEN RECORDS REQUESTS	1 year	Landfill/Delete backups
ORGANIZATIONAL CHARTS	UD+3 - Updated/update Plus 3 Years	Archives
PAYROLL RECORDS	5 years	Shredder
PRESS RELEASES	CY+3 - Current Year Plus 3 Years	Archives
PROJECT DOCUMENTATION	APC+3 - After Project Completed/Closed Plus 3 Years	Archives
PURCHASE ORDERS/REQUISITIONS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
PURCHASING CARD RECORDS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Shredder
RECEIPT BOOKS/REMITTANCE LISTS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
REFERENCE MATERIAL	UD - Updated/update	Landfill/Delete backups
RISK MANAGEMENT PROGRAM RECORDS	ACFY+3 - After Current Fiscal Year Plus 3 Years	Shredder
SAFETY/SECURITY PLANS	UD - Updated/update	Shredder
SOLICITATIONS	LOC+6 - Life/Length of Contract Plus 6 Years	Shredder

EXHIBIT A - RECORDS RETENTION AND DISPOSAL SCHEDULE

Title	Retention	Disposition
SOLICITATIONS NOT EXECUTED	1 year	Shredder
SPEECHES	WA - While Active	Archives
SURPLUS PROPERTY	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
TAX REPORTING DOCUMENTATION	13 years	Shredder
TIME RECORDS	6 years	Landfill/Delete backups
TRAVEL REQUESTS/AUTHORIZATIONS	3 years	Landfill/Delete backups
UNSOLICITED RESUMES, APPLICATIONS, & REQUESTS	AAT - After Action Taken	Landfill/Delete backups
VENDOR INFORMATION	UD - Updated/update	Landfill/Delete backups
WORKERS COMPENSATION	ACFY+3 - After Current Fiscal Year Plus 3 Years	Landfill/Delete backups
WORKERS COMPENSATION CLAIMS	ALA+4 - After Last Activity/After Last Action Plus 4 Years	Shredder

SALES TAX REVENUE BOND RESOLUTION
(Parameters Resolution)

Relating to:

$[_____] Metro Flood Diversion Authority
Sales Tax Revenue Bonds, Series 2026

Adopted: _____, 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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SALES TAX REVENUE BOND SERIES 2026

Member _____ introduced the following resolution and moved its adoption:

Cass County Joint Water Resource District Member _____ introduced the following resolution and moved its approval for concurrence:

RESOLUTION AUTHORIZING THE ISSUANCE OF $[_____] METRO FLOOD DIVERSION AUTHORITY, SALES TAX REVENUE BONDS, SERIES 2026

WHEREAS, the Cass County Joint Water Resource District, the City of Fargo, North Dakota ("Fargo" or the "Fiscal Agent"), the City of Moorhead, Minnesota ("Moorhead"), Cass County, North Dakota ("Cass County"), and Clay County, Minnesota ("Clay County") (collectively, the "Member Entities" and each a "Member Entity") previously entered into a Joint Powers Agreement creating the Metro Flood Diversion Authority (the "Authority") and providing for the issuance of Debt Obligations (as defined in the hereinafter defined Master Indenture) by the Member Entities and the Authority for 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 (the "Master Indenture"), which pursuant to Article VII of the Master Indenture of Trust authorizes, in part, the issuance of the Sales Tax Revenue Bonds (as defined in the Master Indenture) for the purpose of financing for the Fargo Moorhead Metropolitan Area Flood Risk Management Project (the "Comprehensive Project"); and

WHEREAS, the Article XI of the Master Indenture of Trust sets forth that the Sales Tax Revenue Bonds will be issued pursuant to the terms of a supplemental indenture of trust; and

WHEREAS, in accordance with the terms and conditions of the Master Indenture of Trust, and the Sales Tax terms and conditions set forth in the Supplemental Indenture of Trust No. 5 (Sales Tax Revenue Bonds Supplemental Indenture)(the "Series 2026 Supplemental Indenture" or "Supplemental Indenture No. 5"), the Authority desires to issue its Sales Tax Revenue Bonds (2nd Lien), Series 2026 (the "Series 2026 Bonds"); and

WHEREAS, on June __, ____, Fargo adopted a resolution consenting to the refunding by the Authority with proceeds of Fargo's Capital Financing Program, Series 2013A Bonds and the Capital Financing Program, Series 2014B Bonds (the "Capital Financing Bonds") by the Authority; and

WHEREAS, there is hereby authorized to be issued by the Authority a series of Bonds designated the "$[•],000,000 Metro Flood Diversion Authority Sales Tax Revenue Bonds, 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 (as defined in the Master Indenture), (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) currently refund the Capital Financing Bonds, in each case in connection with the Comprehensive Project, which may include interest thereon; and

WHEREAS, the Authority has selected Colliers Securities LLC as the underwriter (the "Underwriter") for the Series 2026 Bonds, and the Authority and the Underwriter are proposing to

enter into a Series 2026 Bond Purchase Agreement (the "Series 2026 BPA") between the Authority and the Underwriter in connection with the Underwriter's purchase of the Bonds; and

WHEREAS, the Authority will enter into a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") with Colliers Securities LLC, as dissemination agent, in order to allow the Underwriter to comply with its continuing disclosure obligations under Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission that relates to the Series 2026 Bonds.

NOW, THEREFORE, be it resolved by the Diversion Authority Board as follows:

ARTICLE I.
DEFINITIONS, LEGAL AUTHORIZATION, SALE, AND FINDINGS

Section 1.01 DEFINITIONS. The terms used herein shall have the meaning as assigned to them in Section 1.01 of the Master Indenture of Trust and Section 1.01 of the Series 2026 Supplemental Indenture unless a different meaning clearly appears from the context.

All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and subdivisions of this instrument as originally executed. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this the Series 2026 Bond Resolution as a whole and not to any particular Article, Section, or subdivision.

Section 1.02 LEGAL AUTHORIZATION. The Authority is a political subdivision duly organized under the constitution and laws of the State of North Dakota and is authorized to issue and sell the Series 2026 Bonds for the purpose in the manner and upon the terms and conditions set forth in this Series 2026 Bond Resolution, the Master Indenture of Trust, and the Series 2026 Supplemental Indenture.

Section 1.03 AUTHORIZATION AND SALE.

(a) There is hereby designated a pricing committee (the "Pricing Committee") for the Series 2026 Bonds to be comprised of the following Authority officials: the Executive Director, Chair of the Finance Committee, and Chair of the Diversion Authority Board. The Pricing Committee is authorized to sell to the Underwriter the Series 2026 Bonds, provided that the maximum principal amount of the Series 2026 Bonds does not exceed $250,000,000 and the maximum net interest cost on the Series 2026 Bonds does not exceed _____% and the final maturity date of the Series 2026 Bonds is not later than _____.

(b) There is hereby authorized to be issued the Series 2026 Bonds to be a series of Bonds designated the "Metro Flood Diversion Authority, Sales Tax Revenue Bonds (2nd Lien), Series 2026. The Pricing Committee shall have the authority to negotiate the terms of the Series 2026 Bonds with the Underwriter in accordance with this Section 1.03 hereof, to determine the final par amount, the final maturity date, and amortization schedule ***without further*** **action of the Diversion Authority Board, and to complete the "Certificate of Pricing Committee."**

(c) The Series 2026 BPA, in substantially the form presented at this meeting of the Diversion Authority Board, is hereby approved. The Series 2026 BPA is authorized to be executed by the Chair of the Diversion Authority Board and the Secretary upon the approval of the Series 2026 Bond terms by the Pricing Committee at such time, if any, as they deem appropriate, or executed or attested to by other officers of the Authority in substantially the form on file, but with all such changes therein, not inconsistent with the applicable law, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by execution thereof.

Section 1.04 FINDINGS. The Diversion Authority Board does hereby determine, as follows:

(a) The Authority is authorized and previously entered into the Master Indenture of Trust, the Continuing Disclosure Certificate, and the Joint Powers Agreement;

(b) The Authority is authorized to enter into the Series 2026 Supplemental Indenture, the Series 2026 BPA, and the Continuing Disclosure Certificate and any other document, certificate, or instrument necessary for the issuance of the Series 2026 Bonds;

(c) The Authority has made the necessary arrangements with the Trustee for the financing of the Comprehensive Project as more fully described in the Master Indenture of Trust, and the Authority hereby authorizes the financing of a portion of the Comprehensive Project and execution of the Series 2026 Supplemental Indenture, and the Series 2026 Bonds, the Series 2026 Bonds, and the Continuing Disclosure Certificate, which documents specify the terms and conditions for financing the Comprehensive Project;

(d) The financing provided under the Series 2026 Bonds is intended to, and will, in the judgment of the Diversion Authority Board, promote public welfare by providing funds for the cost of a portion of the Comprehensive Project;

(e) The amount estimated to be necessary to finance the Comprehensive Project will require the issuance of the Series 2026 Bonds in the principal amount not exceeding $250,000,000; and

(f) The Series 2026 Bonds and the interest accruing thereon do not constitute an Indebtedness of the Authority within the meaning of any constitutional or statutory limitation of Indebtedness and do not constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the Authority, and neither the full faith and credit nor the taxing powers of the Authority, City of Fargo, City of Moorhead, Cass County, Clay County, or Cass County Joint Water Resource District is pledged for the payment of the Series 2026 Bonds or interest thereon.

ARTICLE II.
SERIES 2026 BONDS

Section 2.01 AUTHORIZED AMOUNT AND FORM OF THE SERIES 2026 BONDS. The Series 2026 Bonds issued pursuant to this Series 2026 Bond Resolution shall be in substantially the

maturities and form set forth in the Series 2026 Supplemental Indenture (a copy of which is attached as **Exhibit B** to this Series 2026 Bond Resolution), with such Sales Tax details therein as may be necessary and appropriate, and such modifications thereof, deletions therefrom, and additions thereto as may be necessary and appropriate and approved by Bond Counsel and the Trustee prior to the execution thereof. The total principal amount of the Series 2026 Bonds that may be Outstanding hereunder is expressly limited to $250,000,000 for the Series 2026 Bonds unless duplicate Bonds are issued pursuant to the Series 2026 Supplemental Indenture.

Section 2.02 THE SERIES 2026 BOND TERMS. The Series 2026 Bonds shall be dated as of the date of delivery, shall be payable at the times and in the manner, shall bear interest at the rates, and shall be subject to optional, extraordinary, and mandatory Redemption and such other terms and conditions as are set forth in the Series 2026 Supplemental Indenture and the Certificate of Pricing Committee. Interest on the Series 2026 Bonds shall accrue as set forth in the Series 2026 Supplemental Indenture.

The Series 2026 Bonds shall be subject to Redemption as set forth in the Series 2026 Supplemental Indenture.

Section 2.03 EXECUTION. The Series 2026 Bonds, the Series 2026 Supplemental Indenture, the Continuing Disclosure Certificate, and the Series 2026 BPA and any other document, instrument, or certificate necessary for the issuance of the Series 2026 Bonds shall be executed on behalf of the Authority by the manual or facsimile signatures of the Chair of the Diversion Authority Board and the Secretary. In case any officer whose signature shall appear on the Series 2026 Bonds shall cease to be such officer before the delivery of the Series 2026 Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. In the event of the absence or disability of the Chair or the Secretary, such duly Authorized Officers of the Authority as may act on their behalf shall, without further act or authorization of the Diversion Authority Board, execute and deliver the Series 2026 Bonds.

Section 2.04 DISPOSITION OF Series 2026 BOND PROCEEDS. Upon delivery of the Series Bonds, the Underwriter shall, on behalf of the Authority, advance the proceeds of the Series 2026 Bonds for deposit under the terms of the Series 2026 Supplemental Indenture in funds and accounts held by the Trustee. Series 2026 Bond proceeds shall be used 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) refund the Capital Financing Bonds, in each case issued in connection with the Comprehensive Project, which may include interest thereon.

Section 2.05 RESERVED FOR FUTURE USE.

Section 2.06 RESERVED FOR FUTURE USE.

Section 2.07 FUNDS. the Authority shall establish the Funds and Accounts as required in the Master Indenture of Trust and Series 2026 Supplemental Indenture all to be held by the Trustee on the Authority's behalf.

Section 2.08 NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The Series 2026 Bonds will not be designated as "qualified tax-exempt obligations" for purposes of paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE III.
REDEMPTION OF CAPITAL FINANCING BONDS

Section 3.01 REDEMPTION OF CAPITAL FINANCING BONDS. At closing of the Series 2026 Bonds, the Trustee shall deposit proceeds of the Series 2026 Bonds and, if necessary, other funds of the Authority, into the Sales Tax Revenue Bonds Retirement Account held within the Debt Obligation Retirement Fund in an amount equal to the amount necessary to pay the principal of and interest on the Capital Financing Bonds until and on [•], the first call date. Alternatively, the Trustee will invest such funds in a manner so that the original funds, together with investment earnings, will be sufficient to pay the principal of and interest, if any, on all of the Prior Bonds until and on [•], the first call date.

Section 3.02 AUTHORIZATION TO FILE NOTICE OF REDEMPTION. The Executive Director of the Authority is authorized to send notice to the Trustee, Fargo, and the holder of the Capital Financing Bonds to submit the Notice(s) of Redemption for the Capital Financing Bonds in substantially the same form as **Exhibit C** to this Bond Resolution on a date established by the Pricing Committee.

ARTICLE IV.
GENERAL COVENANTS

Section 4.01 PAYMENT OF PRINCIPAL AND INTEREST. The Authority covenants that it will promptly pay or cause to be paid the principal of and interest on the Series 2026 Bonds at the place and on the dates required, but solely from the sources and in the manner provided in the Master Indenture of Trust, the Series 2026 Supplemental Indenture, and this Series 2026 Bond Resolution. The principal and interest of the Series 2026 Bonds are payable solely from and secured by revenues and proceeds pledged under the Master Indenture of Trust and the Series 2026 Supplemental Indenture, or credited to, which revenues and proceeds are hereby specifically pledged to the payment thereof in the manner and to the extent specified herein and in the Series 2026 Bonds, the Master Indenture of Trust, and the Series 2026 Supplemental Indenture, and nothing in the Master Indenture of Trust and the Series 2026 Supplemental Indenture or in this Series 2026 Bond Resolution shall be considered as assigning, pledging, or otherwise encumbering any other funds or assets of the Authority.

Section 4.02 DEDICATION OF NET PLEDGED REVENUES, PPA GROSS REVENUES, AND REFUNDING REVENUES.

(a) Net Pledged Revenues. The Authority hereby dedicates and pledges the Net Pledged Revenues to the Trustee under the Master Indenture of Trust and the Series 2026 Supplemental Indenture, in accordance with the priority ser forth therein, for payment of the interest on Series 2026 Bonds and any such dedication shall be irrepealable so long as any interest on the Series 2026 Bonds remains Outstanding and unpaid.

(b) PPA Gross Revenues. The Authority hereby dedicates and pledges the PPA Gross Revenues to the Trustee under the Series 2026 Supplemental Indenture for payment of interest on the Series 2026 Bonds and any such dedication shall be irrepealable so long as any interest on the Series 2026 Bonds remains Outstanding and unpaid.

(c) Refunding Revenues. The Authority hereby dedicates and pledges the Refunding Revenues to the Trustee under the Series 2026 Supplemental Indenture for payment of interest on the Series 2026 Bonds and any such dedication shall be irrepealable so long as any interest on the Series 2026 Bonds remains Outstanding and unpaid.

(d) Not General Obligations. **The Series 2026 Bonds are not general obligations of the Authority, City of Fargo, Cass County, Cass County Joint Water Resource District, City of Moorhead, or Clay County. The Series 2026 are special limited obligations of the Authority payable solely from the Net Pledged Revenues, PPA Gross Revenues, and Refunding Revenue as set forth in the Master Indenture of Trust and the Series 2026 Supplemental Indenture. The Series 2026 Bonds will never constitute an Indebtedness, a general or moral obligation, or a charge against the general credit or taxing powers of the Authority or any property of the Authority (other than those interests assigned pursuant to the Indenture), and no holder of the Series 2026 Bonds shall have the right to compel the exercise of the taxing power or the appropriation of any other funds or revenues of the Authority to the payment of the principal of, or premium or interest on the Series 2026 Bonds.**

Section 4.03 PERFORMANCE OF THE AUTHORITY COVENANTS. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Series 2026 Bond Resolution, the Master Indenture of Trust, the Series 2026 Supplemental Indenture, the Joint Powers Agreement, the Continuing Disclosure Certificate, and the Series 2026 BPA in the Series 2026 Bonds executed, authenticated, and delivered hereunder and in all proceedings of the Diversion Authority Board pertaining thereto; that it is duly authorized under the constitution and laws of the State of North Dakota to issue the Series 2026 Bonds authorized hereby, pledge the revenues, and assign the Series 2026 Supplemental Indenture in the manner and to the extent set forth in this Bond Resolution, the Master Indenture of Trust, the Series 2026 Supplemental Indenture, the Series 2026 BPA, the Joint Powers Agreement, and the Series 2026 Bonds; that all action on its part for the issuance of the Series 2026 Bonds and for the execution and delivery thereof has been duly and effectively taken; and that the Series 2026 Bonds in the hands of the Bondholder are and will be a valid and enforceable special limited obligation of the Authority according to the terms thereof.

Section 4.04 ENFORCEMENT AND PERFORMANCE OF COVENANTS. The Authority agrees to perform all covenants and other provisions pertaining to the Authority contained herein and in the Master Indenture of Trust, the Series 2026 Supplemental Indenture, the Series 2026 BPA, the Continuing Disclosure Certificate, the Series 2026 BPA, the Joint Powers Agreement, and the Series 2026 Bonds.

ARTICLE V.
MISCELLANEOUS

Section 5.01 SEVERABILITY. If any provision of this Series 2026 Bond 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 Series 2026 Bond Resolution shall not affect the remaining portions of this Series 2026 Bond Resolution or any part thereof.

Section 5.02 AUTHENTICATION OF TRANSCRIPT. The officers of the Authority are directed to furnish to Bond Counsel certified copies of this Series 2026 Bond Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the validity of the Subordinate Non-P3 Sales Tax Revenue Bonds. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute recitals of the Authority as to the correctness of all statements contained therein.

Section 5.03 AUTHORIZATION TO EXECUTE AGREEMENTS. The forms of the proposed Series 2026 Supplemental Indenture, the Continuing Disclosure Certificate, and the Series 2026 BPA, are hereby approved in the form heretofore presented to the office of the Secretary together with such Sales Tax details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom, and additions thereto as may be necessary and appropriate and approved prior to the execution of the documents by Bond Counsel, and the Chair of the Diversion Authority Board and the Secretary, or an Authorized Officer of the Authority, are authorized to execute the Master Indenture of Trust, the Continuing Disclosure Certificate, the Series 2026 Supplemental Indenture, and the Series 2026 BPA, in the name of and on behalf of the Authority and such other documents as Bond Counsel considers appropriate in connection with the issuance of the Series 2026 Bonds. In the event of the absence or any disability of any of the authorized the Authority officers, such officers of the Authority as, in the opinion of Bond Counsel, may act on their behalf, and shall, without further act or authorization of the Diversion Authority Board, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument (including the Series 2026 Bonds) by the appropriate officer or officers of the Authority herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

Section 5.04 FUTURE AMENDMENTS. The authority to approve, execute and deliver, on behalf of the Authority, future amendments to financing documents entered into by the Authority in connection with the issuance of the Series Bonds is hereby delegated to the Chair of the Diversion Authority Board and the Secretary, subject to the following conditions: (a) such amendments do not materially adversely affect the interests of the Authority as the issuer of the Bonds; (b) such amendments do not contravene or violate any policy of the Authority; (c) such amendments are acceptable in form and substance to Bond Counsel or other counsel retained by the Authority to review such amendments; and (d) the Authority has received an opinion of Bond Counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Series 2026 Bonds. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Series 2026 Bond Resolution. The execution of any instrument by the Chair of the Diversion Authority Board or the Secretary shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Chair of the Diversion Authority Board or the Secretary, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the Authority that is authorized to act in their place and stead.

Section 5.05 FINAL OFFICIAL STATEMENT. The preliminary Official Statement relating to the Series 2026 Bonds substantially in the form presented at this meeting, is hereby approved. The officers of the Authority are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness, and sufficiency of the final Official Statement.

Section 5.06 CERTIFICATE OF PROCEEDINGS. The officers of the Authority are hereby authorized and directed to prepare and furnish to said purchaser, and to the attorneys approving the legality of said Series 2026 Bonds, certified copies of such proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of said Series 2026 Bonds, and all certified copies, certificates, affidavits, and other instruments so furnished, including any heretofore furnished, shall constitute representations of the Issuer as to the correctness of all facts stated or recited therein.

Section 5.07 AUTHENTICATION OF TRANSCRIPT. The officers of the Authority are hereby authorized and directed to prepare and furnish to the Underwriter and to Bond Counsel certified copies of all proceedings and records relating to the Series 2026 Bonds to show the facts relating to the legality and marketability of the Series 2026 Bonds, as the same appear from the books and records in their custody and control or as otherwise know to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements therein.

Section 5.08 REIMBURSEMENT. The Authority certifies that the proceeds of the Series 2026 Bonds will not be used by the Issuer to reimburse itself for any expenditure with respect to the Improvements which the Issuer paid or will have prior to the issuance of the Series 2026 Bonds unless, with respect to such prior expenditures, the Issuer shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" for the Improvement as defined in Section 1.150-2(f) of the Regulations, including engineering or architectural expenses and similar expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Series 2026 Bonds.

Section 5.09 CONTINUING DISCLOSURE. The Secretary is hereby authorized to execute, on behalf of the Authority, the Continuing Disclosure Certificate attached as **Exhibit D** to this Series 2026 Bond Resolution.

Section 5.10 ELECTRONIC SIGNATURES; COUNTERPARTS. This Series 2026 Bond Resolution may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as Docusign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(Remainder of page intentionally left blank.)

PASSED AND ADOPTED by the Diversion Authority Board, the governing body of the Metro Flood Diversion Authority, North Dakota, this _____ day of _____, 2026.

APPROVED:

_____
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: _____ _____; 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.

CONCURRENCE BY THE CASS COUNTY JOINT WATER RESOURCE DISTRICT

PASSED by the governing body of the Cass County Joint Water Resource District, North Dakota, this _____ day of _____, 2026.

APPROVED:

_____
_____, Chair

ATTEST:

_____
Melissa Hinkemeyer, Secretary

The motion for the concurrence of the foregoing resolution was duly seconded by Member _____, and, upon vote being taken thereon, the following members voted in favor: _____ _____; the following voted against the same: none; and the following were absent and not voting: none; whereupon said resolution was declared duly passed.

STATE OF NORTH DAKOTA
COUNTY OF CASS

The undersigned, being the duly qualified and acting Secretary of the Metro Flood Diversion Authority, North Dakota, **DOES HEREBY CERTIFY** that the foregoing Series 2026 Bond Resolution is a full, true, and complete copy of the Series 2026 Bond Resolution adopted at a meeting of the Diversion Authority Board duly called and held on the date therein indicated; such Series 2026 Bond Resolution has not been amended, modified, or supplemented by the Diversion Authority Board; and that such Series 2026 Bond Resolution remains in full force and effect as of the date hereof.

WITNESS my hand this _____ day of _____, 2026.

_____
Dawn Lindblom, Secretary

EXHIBIT A

METRO FLOOD DIVERSION AUTHORITY

STATE OF NORTH DAKOTA

$[•] Sales Tax Revenue Bonds (2nd Lien), Series 2026

Maturity Dates and Schedule of Sales Tax Revenue Bonds

Maturity Date	Principal Amount	Interest Rate
[•]	[•],000,000	[•].%

EXHIBIT B

SPECIMEN SERIES 2026 BOND

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA

METRO FLOOD DIVERSION AUTHORITY

SALES TAX REVENUE BONDS (2nd Lien), SERIES 2026

Registered Number — Registered Dollars

INTEREST RATE	MATURITY	DATE OF ORIGINAL ISSUE	CUSIP
.00%		_____, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the Metro Flood Diversion Authority (the "Authority"), acknowledges itself to be specially indebted and for value received promises to pay to the registered Owner specified above or registered assigns, the principal amount specified above, but only from its Series 2026 Bond Account Series and its Series 2026 Reserve Sub-Account on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payment on May 1 and November 1 in each year, commencing _____, 2027, to the Holder of record on the close of the 15th day (whether or not a Business Day) of the calendar month preceding such interest payment date, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft or electronic transfer by the Bank of North Dakota as Paying Agent or its successor.

This Bond is one of an issue in the aggregate principal amount of $_____, all of like date and tenor except as to serial number, maturity date, interest rate, and redemption privilege issued pursuant to the Master Indenture of Trust, Series 2026 Supplemental Indenture, and Series 2026 Bond Resolution adopted _____, 2026, by the _____ of the Authority for the purpose of providing funds for: _____, all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota. The Bond Account is funded solely from _____, as defined and more fully set forth in the Master Indenture of Trust and Series 2026 Supplemental Indenture. [The Reserve Account is funded out of _____].

Bonds of this issue maturing in the year 20__ and thereafter are subject to redemption and prepayment at the option of the Authority in inverse order of maturity on May 1, 20__, and on any date thereafter, at a price equal to the principal amount plus accrued interest. Not less than twenty

SPECIMEN

(20) days prior to the date specified for redemption of any of the Bonds, the Authority will cause notice of the call thereof to be sent by mail to the Bond Registrar and Paying Agent of the Bond to be redeemed in whole or in part at the address shown on the registration books of the Bond Registrar. Such notice may be conditioned on the availability of funds.

Bonds maturing in the year 20__ shall be known as Term Bonds. The Term Bonds are also subject to mandatory sinking fund redemption in part by lot, or other method of selection, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, together with accrued interest to the redemption date on May 1 of the following years and in the following principal amounts:

Redemption Date May 1	Principal Amount
20__	$_____
20__*	$_____

*Final Maturity

In the event of redemption of less than all of the Outstanding Series 2026 Bonds of this issue, maturity, and tenor, the Trustee will assign to each Outstanding Series 2026 Bond of this issue, maturity, and tenor a distinctive number for each unit of the principal amount of such Series 2026 Bond equal to the lowest denomination in which the Series 2026 Bonds of this issue are authorized to be issued and will select by lot, using such method of section as it shall deem proper in its discretion, from the numbers assigned to such Series 2026 Bonds as many numbers as, at such unit amount equal to the lowest denomination in which Series 2026 Bonds of this issue are authorized to be issued for each number, shall equal the principal amount of such Series 2026 Bonds to be redeemed. In making such selections the Trustee may draw the Series 2026 Bonds by lot (i) individually or (ii) by one or more groups, the grouping for the purpose of such drawing to be by serial numbers (or, in the case of Bonds of a denomination of more than the lowest denomination in which the Bonds of this issue are authorized to be issued, by the numbers assigned thereto as provided in Section 14.04 of the Master Indenture of Trust) which end in the same digit or in the same two digits. In case, upon any drawing by groups, the total principal amounts of Series 2026 Bonds drawn shall exceed the amount to be redeemed, the excess may be deducted from any group or groups so drawn in such manner as the Trustee may determine. The Trustee may in its discretion assigned numbers to aliquot portions of Series 2026 Bonds and select part of any Series 2026 Bond for redemption. The Series 2026 Bonds to be redeemed shall be the Series 2026 Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Series 2026 Bond of a denomination of more than the lowest denomination in which the Series 2026 Bonds of this issue are authorized to be issued shall be redeemed as shall equal the lowest denomination in which the Series 2026 Bonds of this issue are authorized to be issued for each number assigned to it and so selected.

Whenever Series 2026 Bonds of this issue are to be redeemed, the Trustee will give notice of the redemption of the Series 2026 Bonds in the name of the Authority by mailing a copy of such notice not less than twenty (20) days (of, if the Series 2026 Bonds are held by the Depository, in accordance with the rules of the Depository) nor more than sixty (60) days prior to the redemption date. Such notice shall be sent by first claim mail, postage prepaid, to the registered Owners of the

SPECIMEN

Series 2026 Bonds which are to be redeemed, at their last known address, if any appearing on the registration books not more than ten (10) Business Days prior to the date such notice is given. Upon giving such notice, the Trustee shall promptly certify to the Authority that it has mailed or caused to be mailed such notice to the Holders of the Series 2026 Bonds to be redeemed in the manner provided in the Master Indenture of Trust and the Series 2026 Supplemental Indenture. Such certification shall be conclusive evidence that such notice was given in the manner required hereby. The failure of any Holder of a Series 2026 Bond to be redeemed to receive such notice shall not affect the validity of the proceedings for the redemption of the Series 2026 Bonds.

The Trustee shall, of any of the Series 2026 Bonds to be redeemed are Book Entry Bonds, except as otherwise set forth in the procedures of the Depository, mail a copy of the notice of redemption to the Depository for such Book Entry Bonds not less than twenty (20) days prior to the redemption at the most recent address therefor, or to a successor thereof. Such copy shall be sent by first claim mail, but mailing such copy shall not be a condition precedent to such redemption and failure to so mail or of a person to which such copy was mailed to receive such copy shall not affect the validity of the proceedings for the redemption of the Series 2026 Bonds.

This Series 2026 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture of Trust and Series 2026 Supplemental Indenture until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

As provided in the Master Indenture of Trust and Series 2026 Supplemental Indenture and subject to certain limitations set forth herein, this Series 2026 Bond is transferable upon the books of the Authority at the principal office of the Bond Registrar, by the registered Owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered Owner or attorney; and may also be surrendered in exchange for Series 2026 Bonds of other authorized denominations. Upon such transfer or exchange, the Authority will cause a new bond or bonds to be issued in the name of the transferee or registered Owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. The Authority and the Bond Registrar may deem and treat the Person in whose name this Bond is registered as the absolute Owner hereof, whether this Series 2026 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, neither the Authority nor the Bond Registrar shall be affected by any notice to the contrary.

The Series 2026 Bonds are not general obligations of the Authority, the City of Fargo, Cass County, the Cass County Joint Water Resource District, the City of Moorhead, or Clay County. The Series 2026 Bonds are special limited obligations of the Authority and do not constitute a pecuniary liability or a general or moral obligation of the Authority, the State, or any political subdivision or agency thereof, the full faith and credit of the Authority the City of Fargo, Cass County, the Cass County Joint Water Resource District, the City of Moorhead, or Clay County are not pledged to payment of the Bonds. The Series 2026 Bonds are payable solely from Net Pledged Revenues, PPA Gross Revenues and Refunding Revenues in accordance with the Master Indenture of Trust and the Series 2026 Supplemental Indenture.

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IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota, to be done, to exist, to happen, and to be performed precedent to and in the valid issuance of this Series 2026 Bond have been done, do exist, have happened, and have been performed in regular and due form, time, and manner as so required.

The Series 2026 Bonds will be issued and made payable from the Bond Account [and the Reserve Account] upon the conditions stated in the Series 2026 Bond Resolution, the Master Indenture of Trust, and the Series 2026 Supplemental Indenture. In the Series 2026 Bond Resolution, the Master Indenture of Trust, and the Series 2026 Supplemental Indenture, the Authority makes further covenants and agreements with the Bondholders from time to time of the Series 2026 Bonds, which covenants and agreements will be fully and properly complied with by the Authority and each and all of its officers and agents. The issuance of this Series 2026 Bond does not cause the Indebtedness of the Authority to exceed any constitutional or statutory limitation of Indebtedness.

IN WITNESS WHEREOF the _____ by its _____, has caused this Series 2026 Bond to be executed on its behalf by the manual signature of its _____ of the _____ and the _____, and has caused the certificate appearing on the following page to be executed by the manual signatures of said officers.

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2026 Bonds delivered pursuant to the Resolution mentioned within.

BANK OF NORTH DAKOTA
P.O. Box 5509
Bismarck, ND 58506-5509

BY: (do not sign)
Authorized Representative

METRO FLOOD DIVERSION AUTHORITY

(do not sign)
Chair

(do not sign)
_____

SPECIMEN

CERTIFICATE AS TO LEGAL OPINION

We certify that attached is the legal opinion rendered by Bond Counsel on the issue of the Bonds which includes the within Series 2026 Bond, dated as of the date of delivery of and payment for the Series 2026 Bonds.

(do not sign) (do not sign)

The following abbreviations when used in the inscription on the face of this Series 2026 Bond, shall be construed as though they were written in full according to Applicable Laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA-ACT _____ Custodian _____
(Cust) (Minor)
under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Series 2026 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2026 Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Please insert social security or other identifying number of Assignee.

_____

Signature Guaranteed: NOTICE: Signature(s) must be guaranteed by a member of the Medallion Signature Program.

_____

NOTICE: The signature to this Assignment must correspond to the name as it appears upon the face of the within Series 2026 Bond in every particular, without alteration, enlargement, or any change whatsoever.

SPECIMEN

EXHIBIT C

FORM OF NOTICES OF REDEMPTION

NOTICE OF REDEMPTION

CITY OF FARGO
STATE OF NORTH DAKOTA

2027-2033 MATURITIES OF THE
CAPITAL FINANCING PROGRAM BONDS, SERIES 2013A

Dated _____, 2026

NOTICE IS HEREBY GIVEN that the City of Fargo, North Dakota, has called for redemption and will redeem and pay on _____day, _____, 2026, the 2027-2033 maturities of the City of Fargo, North Dakota, Capital Financing Program Bonds, Series 2013A. The maturity dates, redemption amounts, and coupon numbers being redeemed are as follows:

Maturity Date	Redemption Amount	Coupon No.
June 1, 2027	$2,865,000	R-14
June 1, 2028	2,980,000	R-15
June 1, 2029	3,105,000	R-16
June 1, 2030	3,230,000	R-17
June 1, 2031	3,360,000	R-18
June 1, 2032	3,350,000	R-19
June 1, 2033	3,640,000	R-20

The Bonds so called for redemption will become due and payable on _____, 2026, at a redemption price equal to its face value plus accrued interest thereon to _____, 2026. The Bonds being refunded should be presented at the office of North Dakota Public Finance Authority, 1200 Memorial Highway, Bismarck, North Dakota 58504. The Bonds being refunded will cease to bear interest after _____, 2026, whether or not so presented.

CITY OF FARGO, NORTH DAKOTA

_____
_____, City Auditor

SPECIMEN

NOTICE OF REDEMPTION

CITY OF FARGO
STATE OF NORTH DAKOTA

2027-2032 MATURITIES OF THE
SALES TAX REVENUE BONDS, SERIES 2014B

Dated _____, 2026

NOTICE IS HEREBY GIVEN that the City of Fargo, North Dakota, has called for redemption and will redeem and pay on _____day, _____, 2026, the 2027-2032 maturities of the City of Fargo, North Dakota, Sales Tax Revenue Bonds, Series 2014B. The maturity dates, redemption amounts, and coupon numbers being redeemed are as follows:

Maturity Date	Redemption Amount	Coupon No.
June 1, 2027	$2,071,000	R-13
June 1, 2028	2,156,000	R-14
June 1, 2029	2,244,000	R-15
June 1, 2030	2,335,000	R-16
June 1, 2031	2,430,000	R-17
June 1, 2032	2,530,000	R-18

The Bonds so called for redemption will become due and payable on _____, 2026, at a redemption price equal to its face value plus accrued interest thereon to _____, 2026. The Bonds being refunded should be presented at the office of North Dakota Public Finance Authority, 1200 Memorial Highway, Bismarck, North Dakota 58504. The Bonds being refunded will cease to bear interest after _____, 2026, whether or not so presented.

CITY OF FARGO, NORTH DAKOTA

_____
_____, City Auditor

SPECIMEN

EXHIBIT D

CONTINUING DISCLOSURE CERTIFICATE FORM

This Continuing Disclosure Certificate is executed and delivered by the Metro Flood Diversion Authority, North Dakota (the "the Authority") in connection with the Authority's $[•],000,000 Sales Tax Revenue Bonds (2nd Lien), Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to: (i) a Master Indenture of Trust (as amended and supplemented from time to time, including by the Series 2026 Supplemental Indenture) (the "Master Indenture of Trust"), by and between Cass County Joint Water Resource District, the Metro Flood Diversion Authority (the "Authority"), the City of Fargo, North Dakota, as Fiscal Agent, and the Bank of North Dakota, as Trustee; (ii) a Series 2026 Bond Resolution to be adopted by the Diversion Authority Board on _____, 2026 (the "Series 2026 Bond Resolution"); and (iii) a Supplemental Indenture or Supplemental Indentures (the "Series 2026 Supplemental Indenture"). The Authority hereby covenants and agrees as follows:

Section 1. Purpose of the Continuing Disclosure Certificate. This Continuing Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Owners of the Series 2026 Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the "Rule") in complying with the Rule. This Continuing Disclosure Certificate constitutes the written undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Master Indenture of Trust and the Series 2026 Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Authority pursuant to, and as described in Sections 3 and 4 of this Continuing Disclosure Certificate.

"Authority" means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.

"Cass County Joint Water Resource District" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors and assigns.

"City of Fargo" means the City of Fargo, a North Dakota Home Rule City and Political Subdivision of the State of North Dakota.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Final Official Statement" means the deemed final official statement dated _____, 2026, delivered in connection with the Subordinate Non-P3 Sales Tax Revenue Bonds, which is available from the MSRB.

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"Financial Statements" means audited or, if unavailable, unaudited general purpose financial statements of the Authority prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

"Fiscal Agent" means a third party private financial entity, or a Member Entity, appointed by the Diversion Authority Board pursuant to Section 10.09 of the JPA to act as the Fiscal Agent.

"Fiscal Year" means one year beginning on January 1 and ending December 31 of each and every year of the Master Indenture of Trust.

"JPA" and/or "Joint Powers Agreement" means the Joint Powers Agreement dated as of June 1, 2016, by and between the Member Entities, as amended from time to time, which created and continued the Authority.

"Master Indenture of Trust" means the Master Indenture of Trust described above, as it may be amended from time to time.

"Material Event" means any of the events listed in Section 5(a) of this Continuing Disclosure Certificate.

"Member Entities" shall mean the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and CASS COUNTY JOINT WATER RESOURCE DISTRICT.

"Metro Flood Diversion Authority" has the same definition as "Authority."

"MSRB" means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 100, Washington, D.C.

"Owner" means the person in whose name Bond is registered or a beneficial owner of such a Bond.

"Participating Underwriter" means Colliers Securities LLC as the original underwriter(s) of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

"Repository" means EMMA®.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

"SEC" means Securities and Exchange Commission.

"Supplemental Indenture" means any indenture of the Authority and/or Cass County Joint Water Resource District supplementing the Master Indenture of Trust, issued in connection with the issuance of Authority Loans, USACE WIFIA Loans, Bonds, and/or Debt Obligations and in accordance with ARTICLE XLVI of the Master Indenture of Trust.

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"Temporary Refunding Improvement Bond" means Temporary Refunding Improvement Bonds issued by the Authority pursuant to N.D.C.C. § 61-16.1-34 and N.D.C.C. § 61-16.1-36, as amended from time to time.

"Trustee" means the Bank of North Dakota owned and operated by the State of North Dakota having an address of 1200 Memorial Hwy, Bismarck, ND 58504, or a successor Trustee appointed pursuant to ARTICLE XLII of the Master Indenture of Trust.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) the Authority shall, not later than 12 months after the end of the Fiscal Year (currently December 31), commencing with the fiscal year ending December 31, 2026 (which is due no later than December 31, 2027), provide the Repository with an Annual Report which is consistent with the requirements of Section 4 of this Continuing Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Continuing Disclosure Certificate, provided that the Financial Statements of the Authority may be submitted separately from the balance of the Annual Report.

(b) If the Authority is unable or fails to provide to the Repository an Annual Report by the date required in subsection (a), the Authority shall send a notice of that fact to the Repository, and the MSRB.

(c) the Authority shall determine each year prior to the date for providing the Annual Report whether a change has occurred in the MSRB's address or e-mail address or the filing procedures and requirements for the Repository.

Section 4. Content of Annual Reports. The Authority's Annual Report shall contain or incorporate by reference the annual Financial Statements and the following sections of the Final Official Statement and Appendix A thereto:

1. Population of Cities in the Jurisdiction of the Authority.
2. Bonded Debt of the Authority.
3. Underlying General Obligation Bonded Indebtedness.
4. Direct Debt and Debt Ratios.
5. Valuations.
6. Trend in Taxable Valuations.
7. Tax Levies and Collections.
8. Mill Levies.
9. Funds on Hand.
10. Sales Tax Collections.

In the event that the Authority has not completed an audit of its annual financial statements by the date required in Section 3, subsection (a), of this Continuing Disclosure Certificate, then the Authority will provide unaudited financial statements to the Repository. the Authority will provide to the Repository its audited Financial Statements as soon as practicable after they are completed. The failure by the Authority to provide an audited annual financial statement by the date required in Section 3, subsection (a) of this Continuing Disclosure Certificate shall not be deemed a violation of the reporting obligations under this Continuing Disclosure Certificate.

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Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notice of the occurrence of any of the following events ("Material Events") with respect to the Subordinate Non-P3 Sales Tax Revenue Bonds:

1. Principal and interest payment delinquencies;
2. Non-Payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modification to rights of security holders, if material;
8. Bond Calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) the Authority shall file a notice of such occurrence with the Repository or with the MSRB within ten (10) business days of the occurrence of the Material Event.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Authority shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Authority's information.

Section 6. Termination of Reporting Obligation. The Authority's obligations under this Continuing Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Subordinate Non-P3 Sales Tax Revenue Bonds.

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Section 7. Agent. The Authority may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Continuing Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Certificate, the Authority may amend this Continuing Disclosure Certificate, and any provision of this Continuing Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertakings to violate the Rule. This Continuing Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Authority delivers to the Repository an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Continuing Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Series 2026 Bonds. The provisions of this Continuing Disclosure Certificate may be amended without the consent of the Owners of the Series 2026 Bonds, but only upon the delivery by the Authority to the Repository of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Continuing Disclosure Certificate and by the Authority with the Rule.

Section 9. Additional Information. Nothing in this Continuing Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Certificate or any other means of communication, or including any other information in any Requested Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Certificate. If the Authority chooses to include any information in any Requested Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Continuing Disclosure Certificate, the Authority shall have no obligation under this Continuing Disclosure Certificate to update such information or include it in any future Requested Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Continuing Disclosure Certificate, any Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Continuing Disclosure Certificate. A default under this Continuing Disclosure Certificate shall not be deemed an event of default with respect to the Series 2026 Bonds and the sole remedy under this Continuing Disclosure Certificate in the event of any failure of the Authority to comply with this Continuing Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Continuing Disclosure Certificate shall inure solely to the benefit of the Authority, the Participating Underwriters and Owners from time to time of the Subordinate Non-P3 Sales Tax Revenue Bonds and shall create no rights in any other person or entity.

Section 12. Counterparts. This Continuing Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 13. Choice of Law. This Continuing Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of North Dakota, provided that to the extent this Continuing Disclosure Certificate addresses matters of federal securities laws, including the Rule, then this Continuing Disclosure Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

Section 14. Severability. If any portion of this Continuing Disclosure Certificate shall be held invalid or inoperative, then, so far as is reasonable and possible (i) that remainder of this Continuing Disclosure Certificate shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 15. Captions, Titles, and Headings. The captions, titles, and headings used in this Continuing Disclosure Certificate are for convenience only and shall not be construed in interpreting this Continuing Disclosure Certificate.

Section 16. Electronic Signature. This Continuing Disclosure Certificate may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as Docusign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(Remainder of page intentionally left blank.)

[page break]

IN WITNESS WHEREOF, I have executed this Continuing Disclosure Certificate in my official capacity effective _____, 2026.

METRO FLOOD DIVERSION AUTHORITY

_____
(Do not sign)
Dawn Lindblom, Secretary

SPECIMEN

FIRST AMENDMENT TO
AMENDED AND RESTATED ICE ADVANCE AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED ICE ADVANCE AGREEMENT (the "First Amendment") is made and entered into on this __ day of _____, 2026, by and among the Metro Flood Diversion Authority, a North Dakota political subdivision (the "Authority"), Red River Valley Alliance, LLC, a Delaware limited liability company (the "Developer") and ASN Constructors, an unincorporated joint venture (the "D&C Contractor"). The Authority, the Developer and the D&C Contractor are each referred to herein individually as a "Party," and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Project Agreement.

WHEREAS, the Authority, the Developer, and the D&C Contractor entered into the Amended and Restated ICE Advance Agreement, dated December 19, 2025 (the "ICE Advance Agreement") attached hereto as **Exhibit A**; and

WHEREAS, Section 22 of the ICE Advance Agreement provides that the ICE Advance Agreement may only be amended in a written instrument executed by all of the Parties; and

WHEREAS, the Parties now desire to amend the ICE Advance Agreement to increase the Maximum Advance Payment Account Value from ninety million dollars ($90,000,000) to one hundred forty million dollars ($140,000,000) and, to increase the Revolving Pay Unit Submission Limit from one hundred twelve million five hundred thousand dollars ($112,500,000) to one hundred seventy-five million dollars ($175,000,000), such that the Maximum Advance Payment Account value continues to equal eighty percent (80%) of the Revolving Pay Unit Submission Limit, on the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Section 2 of the ICE Advance Agreement is hereby amended as follows (with struck language to be deleted and underlined language to be added). All other terms in Section 2 shall remain the same:

"Maximum Advance Payment Account Value" shall mean eighty percent (80%) of the Revolving Pay Unit Submission Limit or ~~ninety million dollars ($90,000,000)~~one hundred forty million dollars ($140,000,000).

"Revolving Pay Unit Submission Limit" shall mean the maximum aggregate of Pay Units for which the Developer may request Advance Payment for at any one time during the term of this ICE Advance Agreement, which shall be ~~one hundred twelve million five hundred thousand dollars ($112,500,000)~~one hundred seventy-five million dollars ($175,000,000).

B. Section 6 of the Agreement is hereby amended as follows (with struck language to be deleted and underlined language to be added):

6. PAY UNITS SUBMISSION LIMITATION. The Revolving Pay Unit Submission Limit pursuant to this ICE Advance Agreement shall be limited to ~~one hundred twelve~~

~~million five hundred thousand dollars ($112,500,000)~~one hundred seventy-five million dollars ($175,000,000). The Parties intend to create a revolving Advanced Payment mechanism for which the Developer may submit Qualified Pay Units equal to the Revolving Pay Unit Submission Limit, ~~one hundred twelve million five hundred thousand dollars ($112,500,000)~~one hundred seventy-five million dollars ($175,000,000), on a revolving basis with the Excess Submission Value not being eligible for Advance Payment until the Series B Invoice for Pay Units within the Maximum Advance Payment Account Value has received Advance Payment. For clarity, the Revolving Pay Unit Submission Limit reflects the total aggregate value of the Pay Units submitted by the Developer for Advance Payment under this ICE Advance Agreement, however the value of Advance Payments that the Developer is eligible for, with respect to submitted Pay Units at any one time during the term of this ICE Advance Agreement shall not exceed the Maximum Advance Payment Account Value (~~$90,000,000~~$140,000,000), and Pay Units within the Excess Submission Value shall become eligible for Advance Payment as the preceding Pay Units are closed out. Once the Remaining Value of the Pay Unit has been released in accordance with Section 9 (Remaining Value of Pay Unit) of this ICE Advance Agreement, the Developer may submit another Qualified Pay Unit for Advance Payment provided that the total value of all Qualified Pay Units submitted for Advanced Payment does not exceed the Revolving Pay Unit Submission Limit.

C. The last paragraph of Exhibit I is hereby amended as follows (with struck language to be deleted and underlined language to be added):

The Construction Work excluding Punch List items with respect to Pay Unit XX, is (i) reasonably expected to be completed in accordance with the then most current PSSU Month Year (based upon PBS3-R2) ~~within one hundred twenty (120) days of the submission of the sixty-day notice of the corresponding Interim Completion Element~~; and (ii) will be completed within sixty days of the date of this certificate.

D. All other terms of the ICE Advance Agreement will remain in full force and effect, except as specifically modified by this First Amendment.

E. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. The Parties agree that the electronic signature to this First Amendment shall be as valid as an original signature of the Authority, the Developer, and the D&C Contractor and shall be effective to bind the signatories to this First Amendment. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital 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"), *DocuSign*, or other replicating image attached to an electronic mail or internet message.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the Parties executed this First Amendment on the date first written above.

AUTHORITY:

METRO FLOOD DIVERSION AUTHORITY

By: _____
Josh Boschee, Chair

By: _____
Jason Benson, Executive Director

(Signatures continue on the following pages.)

DEVELOPER:

RED RIVER VALLEY ALLIANCE, LLC

By: _____
Luke Chenery, Developer Representative

(Signatures continue on the following page.)

ASN CONSTRUCTORS by its joint venture partners:

D&C CONTRACTOR:

ASN CONSTRUCTORS by its joint venture partners:

ACCIONA CONSTRUCTION USA, CORP

By: _____
Carlos Planelles, President and CEO
Acciona Construction, USA Corp. Representative

SHIKUN & BINUI- AMERICA INC

By: _____
James P. McNelis, CEO, Shikun & Binui USA Construction Representative

By: _____
Amir Zion, CFO, Shikun & Binui USA Construction Representative

NACG NORTH DAKOTA, INC.

By: _____
Jordan Slator, Chief Legal Officer, NACG North Dakota, Inc. Representative

(Remainder of page intentionally left blank.)

Exhibit A
Amended and Restated
ICE Advance Agreement

AMENDED AND RESTATED ICE ADVANCE AGREEMENT

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

RED RIVER VALLEY ALLIANCE, LLC

and

ASN CONSTRUCTORS

Dated as of December 19, 2025

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EXHIBIT F – SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

EXHIBIT G – SUB-TIER SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

EXHIBIT H – SUPPLIER LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

EXHIBIT I – DEVELOPER CERTIFICATE OF PAY UNIT COMPLETION

ICE ADVANCE AGREEMENT

This Amended and Restated Interim Completion Element Advance Agreement (this "ICE Advance Agreement") is entered into as of December 19, 2025 (the " ICE Agreement Effective Date"), by and among the Metro Flood Diversion Authority, a North Dakota political subdivision (the "Authority"), Red River Valley Alliance, LLC, a Delaware limited liability company (the "Developer") and ASN Constructors, an unincorporated joint venture (the "D&C Contractor"). The Authority, the Developer and the D&C Contractor are each referred to herein individually as a "Party," and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Project Agreement.

WHEREAS, the Authority and Developer previously entered into the Project Agreement, dated August 19, 2021 (as amended from time to time, the "Project Agreement"); and

WHEREAS, the Developer and the D&C Contractor also entered into a Design and Construction Contract, dated as of August 19, 2021 (as amended from time to time, the "D&C Contract"); and

WHEREAS, in connection with the settlement of all disputes and claims between the Parties, the Parties are anticipating the future execution of certain additional Implementing Agreements, including a Settlement Agreement, an Amended and Restated Project Agreement, an Amended and Restated D&C Contract, a Tolling Agreement, and the ICE Advance Agreement (collectively, the "Additional Agreements"), pursuant to the Binding Statement of Principles dated as of July 3, 2025 (the "Statement of Principles"); and

WHEREAS, pursuant to the Statement of Principles, the Parties agreed to proceed in Good Faith to negotiate and execute the Additional Agreements, including the ICE Advance Agreement, dated July 3, 2025 ("Original ICE Advance Agreement"); and

WHEREAS, pursuant to the ICE Advance Agreement, the Developer may submit Notices of Certification issued by the Developer, certifying that certain individual Pay Units are Qualified Pay Units as defined herein, for partial early payment, subject to the maximum aggregate payment limitations set forth herein; and

WHEREAS, following execution of the Original ICE Advance Agreement, the Parties identified a discrepancy between the stated Maximum Advance Payment Account Value and the intended aggregate amount of Advance Payments available for disbursement thereunder; and

WHEREAS, the Parties now desire to amend and restate the Original ICE Advance Agreement in its entirety in order to clarify that the Maximum Advance Payment Account Value represents ninety million dollars ($90,000,000) or eighty percent (80%) of the Revolving Pay Unit Submission Limit of one hundred twelve million five hundred thousand dollars ($112,500,000) to ensure the Pay Unit submission process continues to progress seamlessly, together with other conforming and clarifying revisions;

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

1. RELATIONSHIP OF THE PARTIES. Nothing in the Project Agreement creates any contractual relationship between the Authority and any contractor, including the D&C Contractor. This ICE Advance Agreement does not create a contractual relationship between or among the Parties, except for the limited agreement expressly set forth herein. This ICE Advance Agreement does not impose any obligation or liability upon any Party, except for the limited agreement expressly set forth herein. The Developer and the D&C Contractor agree that this ICE Advance Agreement does not impose any obligation or other liability upon any Authority-Related Entity, including its Member Entities, to any contractor, including the D&C Contractor, or any of its employees. The Developer shall exercise any permissive right set forth in this ICE Advance Agreement, if requested by the D&C Contractor. If the Developer exercises a permissive right under this ICE Advance Agreement, whether or not at the request of the D&C Contractor, the D&C Contractor shall provide all information and documentation requested by the Developer in order to allow the Developer to exercise such right.

2. DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Project Agreement or in this ICE Advance Agreement and as defined in this Section, unless a different meaning clearly applies from the context.

"Advanced Payment" shall equal the Qualified Percentage of the applicable Additional Milestone Payment.

"Excess Submission Value" shall mean the remainder value of Pay Units submitted by the Developer for Advance Payment through the provisions of this ICE Advance Agreement which results in the total aggregate value of total Pay Units submitted by the Developer exceeding the Maximum Advance Payment Account Value, while remaining below the Revolving Pay Unit Submission Limit.

"Maximum Advance Payment Account Value" shall mean eighty percent (80%) of the Revolving Pay Unit Submission Limit or ninety million dollars ($90,000,000).

"Qualified Pay Units" means a Pay Unit for which the Developer has submitted both (i) the sixty (60) day notice as set forth in Section 16.1(a) of the Project Agreement for all Buildable Unites within the Pay Unit; and (ii) a certificate, in substantially the same form as **Exhibit I** to this ICE Advance Agreement, by the Developer confirming that the Construction Work excluding Punch List items with respect to such Pay Unit is reasonably expected to be completed in accordance with PSSU (based upon PBS3-R2) within one hundred twenty (120) days of the submission of the sixty day notice pursuant to Section 16.1(a) of the Project Agreement.

"Qualified Percentage" shall mean eighty percent (80%) of the value of an Additional Milestone Payment submitted for advance payment under this ICE Advance Agreement.

"Remaining Percentage" shall mean twenty percent (20%) of the value of an Additional Milestone Payment submitted for advance payment under this ICE Advance Agreement.

"Revolving Pay Unit Submission Limit" shall mean the maximum aggregate of Pay Units for which the Developer may request Advance Payment for at any one time during the term of this ICE Advance Agreement, which shall be one hundred twelve million five hundred thousand dollars ($112,500,000).

3. CONFLICT WITH THE PROJECT AGREEMENT. If there is any conflict between the terms and conditions of this ICE Advance Agreement and the terms and conditions of the Project Agreement, the terms and conditions of the Project Agreement shall prevail. The Project Agreement, including any amendments thereto, is incorporated by reference herein.

4. TERM. This ICE Advance Agreement shall become effective on the ICE Agreement Effective Date and shall terminate upon the occurrence of Substantial Completion or the termination of the Project Agreement, whichever event occurs first.

5. PROCEDURE FOR DEVELOPER TO REQUEST ADVANCED PAYMENT. On the first Business Day following the first (1st) and fifteenth (15th) day of each and every Month of this ICE Advance Agreement, the Developer may submit to the Authority a list of Qualified Pay Units for which it requests Advanced Payment. As part of the list of Qualified Pay Units, the Developer bears the burden of demonstrating that each Pay Unit is a Qualified Pay Unit and will submit any and all information requested by the Authority to support its request. At a minimum, the Developer, or the D&C Contractor on behalf of the Developer, must provide the following:

   (i) The Pay Unit for which Advanced Payment is requested;

   (ii) A certificate indicating the Developer will provide the applicable Certificate of the Interim Completion in accordance with the Project Agreement;

   (iii) Written certification by the D&C Contractor to the Authority and the Developer that currently no amounts due and payable to any Contractor or Supplier remain unpaid with respect to the Work performed prior to the date of the request for Advance Payment with respect to the Qualified Pay Units as to which such Advance Payment is requested;

   (iv) Written certification by the D&C Contractor to the Authority and the Developer that the Work performed prior to the date of the request for Advance Payment with respect to the Qualified Pay Units as to which such Advance Payment is requested is free and clear of any liens or claims; and

   (v) Copies of contingent lien waivers, in form and substance reasonably satisfactory to the Authority, from each Contractor with a Contract of five hundred thousand dollars ($500,000) or more in value, individually or in aggregate, as necessary to support the Developer's certification required by Section 23.3(a)(iv) of the Project Agreement or, if the Developer is unable to obtain all such waivers, a letter of credit or bond, in form and substance reasonably satisfactory to the Authority, to protect the Authority and the Project from any liens and claims arising out of or in connection with the performance of the Work performed prior to the date for which Advanced Payment is requested with respect to the Qualified Pay Units as to which such Advance Payment is requested.

6. PAY UNITS SUBMISSION LIMITATION. The Revolving Pay Unit Submission Limit pursuant to this ICE Advance Agreement shall be limited to one hundred twelve million five hundred thousand dollars ($112,500,000). The Parties intend to create a revolving Advanced Payment mechanism for which the Developer may submit Qualified Pay Units equal to the Revolving Pay Unit Submission Limit, one hundred twelve million five hundred thousand dollars

($112,500,000), on a revolving basis with the Excess Submission Value not being eligible for Advance Payment until the Series B Invoice for Pay Units within the Maximum Advance Payment Account Value has received Advance Payment. For clarity, the Revolving Pay Unit Submission Limit reflects the total aggregate value of the Pay Units submitted by the Developer for Advance Payment under this ICE Advance Agreement, however the value of Advance Payments that the Developer is eligible for, with respect to submitted Pay Units at any one time during the term of this ICE Advance Agreement shall not exceed the Maximum Advance Payment Account Value ($90,000,000), and Pay Units within the Excess Submission Value shall become eligible for Advance Payment as the preceding Pay Units are closed out. Once the Remaining Value of the Pay Unit has been released in accordance with Section 9 (Remaining Value of Pay Unit) of this ICE Advance Agreement, the Developer may submit another Qualified Pay Unit for Advance Payment provided that the total value of all Qualified Pay Units submitted for Advanced Payment does not exceed the Revolving Pay Unit Submission Limit.

7. PROCESSING OF DEVELOPER REQUESTS FOR ADVANCE PAYMENT. The Authority will review each request for Advance Payment by the Developer and will notify the Developer within five (5) Business Days if the Developer has submitted all the documentation required by this ICE Advance Agreement to receive Advance Payment and set forth in **Exhibits A through I** attached hereto (collectively, the "Required Submittals"). At any time after the Developer submits a request for Advance Payment, the Developer may submit an invoice (a "Series A Invoice") to the Authority for payment of the Qualified Percentage of the applicable Additional Milestone Payment associated with the Qualified Pay Unit, identifying the Invoice as Pay Unit [●] Series A and identifying that Advance Payment is sought pursuant to the terms and conditions of this ICE Advance Agreement.

8. PAYMENT OF ADVANCED PAYMENT. Subject to Section 5, 6, and 7 of this ICE Advance Agreement, the Authority will pay the Developer the Advance Payment within fifteen (15) Business Days of the submission of the Series A Invoice.

9. REMAINING VALUE OF PAY UNIT. The Remaining Percentage of Qualified Pay Units shall be retained until (i) the Developer achieves Interim Completion of the Qualified Pay Unit in accordance with Section 16.1 of the Project Agreement; and (ii) the Developer satisfies all of the requirements (to the extent not previously met in connection with a submittal for an Advance Payment) for payment of the applicable Additional Milestone Payment in accordance with Section 23.2 of the Project Agreement, which is referred to herein as the "Remaining Percentage" of the Additional Milestone Payment Associated with the Qualified Pay Unit. Payment of the Remaining Percentage of the Qualified Pay Unit will be made in accordance with Section 23 of the Project Agreement if (i) the Developer complies with the Project Agreement sections set forth above and (ii) submits the invoice (a "Series B Invoice") for the applicable Additional Milestone Payment associated with the Qualified Pay Unit, identifying the Invoice as Pay Unit [●] Series B and identifying that Advance Payment was made pursuant to the terms and conditions of this ICE Advance Agreement and that the remaining balanced is equal to the Remaining Percentage of the Qualified Pay Unit.

10. NO MAJOR DEFECTS. The Developer shall not submit to the Authority any Qualified Pay Unit for Advanced Payment that contains any Work having a Major Defect. If, after submittal by the Developer to the Authority of any Qualified Pay Unit for Advanced Payment, the Authority provides written notice to the Developer that, in the reasonable judgment of the

Authority, any Work with respect to such Pay Unit contains a Major Defect that cannot be rectified prior to the date which is sixty (60) days after payment of the Advance Payment, the matter shall be referred to the Six Principals Team as described in the Statement of Principles for resolution and, if determined to be necessary, corrective action by the Developer, and the Developer shall be required to remove such Qualified Pay Unit from consideration for Advance Payment.

11. LEGAL REVIEW. The Parties have reviewed this ICE Advance Agreement and have had the opportunity to consult with their legal counsel regarding the terms and conditions set forth herein.

12. ACKNOWLEDGEMENT. Each of the Parties affirms and acknowledges that it has fully read this ICE Advance Agreement, appreciates, and understands the words, terms, conditions, and provisions of this ICE Advance Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or has had the opportunity to be, represented by legal counsel of its choice.

13. AUTHORIZED REPRESENTATIVES.

A. The Parties hereby designate the following individuals as their initial representatives, respectively, to administer this ICE Advance Agreement on their behalf:

(1) Authority Representative: Its Director of Engineering

(2) Developer Representative: Its Project Manager

(3) D&C Contractor Representative: Its Project Manager

B. The representatives shall be reasonably available to each other during the term of this ICE Advance Agreement and shall have the authority to issue instructions and other communications on behalf of the Party or Parties, respectively, and shall be the recipients of notices and other written communications from the other Parties pursuant to this ICE Advance Agreement, except as otherwise provided in this ICE Advance Agreement. However, such representatives shall not have the authority to make decisions or give instructions binding upon the Authority, the Developer, or the D&C Contractor, except to the extent expressly authorized by the Authority, the Developer, or the D&C Contractor, as the case may be, in writing.

C. In the event the Authority, the Developer, or the D&C Contractor designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative.

14. NOTICES. All notices under this ICE Advance Agreement shall be given in the same manner as set forth in the Project Agreement.

15. PROHIBITION OF ASSIGNMENT. The Prohibition of Assignment provisions of the Project Agreement shall govern this ICE Advance Agreement as fully set forth in Section 52 of the Project Agreement.

16. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL. This ICE Advance Agreement will be construed and enforced in accordance with the Project Agreement's Governing Law and Venue provisions as fully set forth in Section 56 of the Project Agreement.

17. SEVERABILITY. If any court of competent jurisdiction finds any provision or part of this ICE Advance Agreement to be invalid, illegal, or unenforceable, that portion will be deemed severed from this ICE Advance Agreement, and all remaining terms and provisions of this ICE Advance Agreement will remain binding and enforceable.

18. GOVERNMENTAL IMMUNITY. The Authority does not waive any governmental immunity or limitations of liability by entering into this ICE Advance Agreement and specifically retains all immunities and defenses as set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04 and all other applicable law. Nothing herein shall be deemed a waiver of governmental immunity by the Authority of the limits of the liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

19. HEADINGS. Headings in this ICE Advance Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. COSTS AND ATTORNEYS' FEES. Each Party to this ICE Advance Agreement agrees that each shall bear its own costs and attorney's fees incurred in connection with the above referenced claims, including, without limitation, those incurred through the preparation and Effective of this binding and enforceable Statement of Principles, and further stipulate and agree that no Party shall be designated or considered a prevailing party for purposes of any award of attorney's fees and/or costs under any statute or otherwise.

21. AUTHORIZATION. The representatives of the Parties signing this ICE Advance Agreement each represent and acknowledge that they have each been duly authorized by the governing body of their respective entity to execute this binding and enforceable ICE Advance Agreement.

22. AMENDMENT. This ICE Advance Agreement may only be amended in a written instrument executed by all of the parties.

23. NO THIRD-PARTY BENEFICIARIES. Nothing in this ICE Advance Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this ICE Advance Agreement on any person or entity other than the Parties.

24. ELECTRONIC SIGNATURES; COUNTERPARTS. This ICE Advance Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as Docusign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[Signatures appear on the following pages.]

DocuSign Envelope ID: 2260115-19F53-4264-9089-FF2A4414A1F38

Agreed to and accepted this 19th day of December, 2025.

AUTHORITY:

METRO FLOOD DIVERSION AUTHORITY

Signed by:
Tony Grindberg
D460B0E82C2A494...

By: _____
Tony Grindberg, Chair

Signed by:
Jason P Benson
7BAA8770406043C...

By: _____
Jason Benson, Executive Director

[Signatures continued on the following pages.]

Docusign Envelope ID: BBCFBDBA-79DD-49B0-ABF1-1E8AE3E4E3A0

Agreed to and accepted this 19th day of December, 2025.

DEVELOPER:

RED RIVER VALLEY ALLIANCE, LLC

By: Signed by: Luke Chenery A6267F45EFE7452...
Luke Chenery, Developer Representative

[Signatures continued on the following page.]

Agreed to and accepted this 19th day of December, 2025.

ASN CONSTRUCTORS by its joint venture partners:

D&C CONTRACTOR:

ASN CONSTRUCTORS by its joint venture partners:

ACCIONA CONSTRUCTION USA, CORP

By: Signed by: 8221304A74B8473... _____
Carlos Planelles, President and CEO
Acciona Construction, USA Corp. Representative

SHIKUN & BINUI- AMERICA INC

By: Signed by: 17BCC56C086943F... _____
James P. McNelis, CEO, Shikun & Binui USA Construction Representative

By: Signed by: 7B60E6D4FAFF4FB... _____
Amir Zion, CFO, Shikun & Binui USA Construction Representative

NACG NORTH DAKOTA, INC.

By: Signed by: 6203CBDAFAAE4B6... _____
Jordan Slator, Chief Legal Officer, NACG North Dakota, Inc. Representative

[Remainder of page intentionally left blank.]

EXHIBIT A – FORM – ADVANCED PAYMENT REQUEST FOR PAY UNIT

REQUEST OF
RED RIVER VALLEY ALLIANCE, LLC
(the "**Developer**")

TO: Metro Flood Diversion Authority (the "**Authority**")

RE: Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the "**Project Agreement**") and ICE Advance Agreement, dated as of [●], (the "**ICE Advance Agreement**")

AND RE: Advanced Payment of ICEXX-XXXXXX – Pay Unit XX

DATED: XXXX XX, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer's affairs and records and being duly authorized by the Developer to deliver this request, hereby requests for and on behalf of the Developer and without incurring personal liability, that:

The Pay Unit for which Advanced Payment is Requested

The Pay Unit for which Advanced Payment is requested is ICEXX-XXXXXX – Pay Unit XX.

[signature page follows]

RED RIVER VALLEY ALLIANCE, LLC

Name:

Title:

Name:

Title:

EXHIBIT B – DEVELOPER CERTIFICATE OF INTERIM COMPLETION

CERTIFICATE OF
RED RIVER VALLEY ALLIANCE, LLC

SCHEDULE A (the "**Developer**")

TO:	Metro Flood Diversion Authority (the "**Authority**")
RE:	Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the "**Project Agreement**") and ICE Advance Agreement, dated as of [●], (the "**ICE Advance Agreement**")
AND RE:	Advanced Payment of ICEXX-XXXXXX – Pay Unit XX
DATED:	XXXX XX, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer's affairs and records and being duly authorized by the Developer to deliver this certificate, hereby certify for and on behalf of the Developer and without incurring personal liability, that:

Delivery of the applicable Certificate of the Interim Completion

The Developer will provide the applicable Certificate of the Interim Completion in accordance with the Project Agreement.

[signature page follows]

RED RIVER VALLEY ALLIANCE, LLC

Name:

Title:

Name:

Title:

EXHIBIT C – D&C CONTRACTOR CERTIFICATE OF NO DUE AMOUNT

CERTIFICATE OF
ASN constructors

(the "**D&C Contractor**")

TO: Metro Flood Diversion Authority (the "**Authority**") and RED RIVER VALLEY ALLIANCE, LLC (the "**Developer**")

RE: Design and Construction Contract, dated as of August 19, 2021, between the D&C Contractor and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the "**Contract**") and ICE Advance Agreement, dated as of [●], (the "**ICE Advance Agreement**")

AND RE: Pay Unit XX, Pay Unit XX,…

DATED: Month DD, YYYY

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Design & Construction Contract and the ICE Advance Agreement.

The undersigned, being authorized signatories of the D&C Contractor and, as such, being familiar with the D&C Contractor's affairs and records and being duly authorized by the D&C Contractor to deliver this certificate, hereby certify for and on behalf of the D&C Contractor and without incurring personal liability, that:

No amounts due and payable to any Contractor or Supplier remain unpaid with respect to the Work performed prior to the date of the request for Advance Payment with respect to Pay Units XX, XX and XX.

[signature page follows]

ASN CONSTRUCTORS

Name:

Title:

Name:

Title:

EXHIBIT D – D&C CONTRACTOR CERTIFICATE OF NO DUE AMOUNT

CERTIFICATE OF
ASN Constructors
(the "**D&C Contractor**")

TO: Metro Flood Diversion Authority (the "**Authority**") and RED RIVER VALLEY ALLIANCE, LLC (the "**Developer**")

RE: Design and Construction Contract, dated as of August 19, 2021, between the D&C Contractor and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the "**Contract**") and ICE Advance Agreement, dated as of [●], (the "**ICE Advance Agreement**")

AND RE: Pay Unit XX, Pay Unit XX,…

DATED: Month DD, YYYY

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Design & Construction Contract and the ICE Advance Agreement.

The undersigned, being authorized signatories of the D&C Contractor and, as such, being familiar with the D&C Contractor's affairs and records and being duly authorized by the D&C Contractor to deliver this certificate, hereby certify for and on behalf of the D&C Contractor and without incurring personal liability, that:

The Work performed prior to the date of the request for Advance Payment with respect to the Pay Units XX, XX and XX is free and clear of any liens or claims.

[signature page follows]

ASN CONSTRUCTORS

Name:

Title:

Name:

Title:

EXHIBIT E – D&C CONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by the D&C Contractor ("ASN Constructors" or "ASN") in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) ***[PLACE BUILDABLE UNIT NUMBERS HERE]*** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

D&C CONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): *[PLACE BUILDABLE UNIT NUMBERS HERE]*

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [_____] (herein the "**Undersigned"**), is the authorized agent for

ASN Constructors, the **"Releasing Party"**);

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, the Releasing Party is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA), for the Project;

AND WHEREAS, ASN Constructors has determined that Additional Milestones with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and the ICE Advance Agreement.

NOW THEREFORE:

(1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
(2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE, AND FOREVER DISCHARGE any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment, and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
(3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.
(4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against the Developer, the Authority, Cass County Joint Water Resource District, the State of North

Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(6) The Releasing Party shall provide a D & C Contractor Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE): ……

PRINT NAME: [……]

TITLE: [……]

DATE: [……]

STATE OF [……])
) ss.
COUNTY OF [……])

This record was acknowledged before me on [……], 20[…], by [……], the [……] title), of and on behalf of ASN Constructors, a North Dakota Contractor.

_____
Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

EXHIBIT F – SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by Subcontractor and submitted to the D&C Contractor ("ASN Constructors" or "ASN" in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) ***[PLACE BUILDABLE UNIT NUMBERS HERE]*** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

SUBCONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit(s):

BUILDABLE UNIT NUMBER(S): ***[PLACE BUILDABLE UNIT NUMBERS HERE]***

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [_____] (herein the "**Undersigned"**), is the authorized agent for [_____] the **"Releasing Party"**);

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, ASN Constructors is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, the Releasing Party is performing Work for ASN Constructors on the Project.

AND WHEREAS, ASN Constructors has determined that Additional Milestones with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and the ICE Advance Agreement.

NOW THEREFORE:

(1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
(2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE, AND FOREVER DISCHARGE any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment, and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
(3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.
(4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District,

the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(6) The Releasing Party shall provide a Subcontractor-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE): ……

PRINT NAME: [……]

TITLE: [……]

DATE: [……]

STATE OF [……])
) ss.
COUNTY OF [……])

This record was acknowledged before me on [……], 20[……], by [……], the [……] title), of and on behalf of the entity defined above as the Releasing Party.

_____
Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

EXHIBIT G – SUB-TIER SUBCONTRACTOR LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

Subcontractor shall ensure that this form is completed and obtained from each sub-subcontractor of the Subcontractor for Work completed in order to meet the conditions required for Advanced Payment with respect to Buildable Unit Number(s) ***[PLACE BUILDABLE UNIT NUMBERS HERE]*** which are considered Qualified Pay Units under the ICE Advance Agreement . This completed form shall be submitted by Subcontractor to the D&C Contractor ("ASN Constructors" or "ASN") in accordance with the Project Agreement and ICE Advance Agreement, along with Subcontractor's completed Final Lien Waiver and Release of Lien for Advanced Payments with respect to Qualified Buildable Unit completion.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all provided labor, material, equipment, or other items of work which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

SUB-TIER SUBCONTRACTOR - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCED PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): ***[PLACE BUILDABLE UNIT NUMBERS HERE]***

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [_____] (herein the "**Undersigned"**), is the authorized agent for

[_____] the **"Releasing Party"**);

AND WHEREAS, the Releasing Party provided labor, material, equipment, or other items of work for incorporation into, or improvements of, the Buildable Unit;

AND WHEREAS, ASN Constructors is D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, [_____] the **"**Subcontractor") is performing Work for ASN Constructors on the Project.

AND WHEREAS, the Releasing Party is performing Work for Subcontractor and/or ASN Constructors on the Project.

AND WHEREAS, ASN Constructors has determined that Advanced Payment with respect to Qualified Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payment with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and ICE Advance Agreement.

NOW THEREFORE:

(1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advanced Agreement.
(2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises/location described above for and on account of Work Performed and labor, equipment and/or materials supplied at or in connection with construction or improvement of the premises/location described above by the Releasing Party on or before the Effective Date.
(3) The Releasing Party represents that it has been paid for all work performed and labor, equipment, and/or materials supplied at the above-described premises/location on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the Buildable Unit(s) on or before the Effective Date.

(4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against the Subcontractor, ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all labor, services, material and equipment on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges the Subcontractor, ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or the Project in relation to the identified Buildable Unit(s) above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have had, might now have arising out of or in connection with Work provided on or before the Effective Date in relation to the identified Buildable Unit(s) above.

(6) The Releasing Party shall provide a Sub-Tier Contractor-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE): ……

PRINT NAME: [……]

TITLE: [……]

DATE: [……]

STATE OF [……])
) ss.
COUNTY OF [……])

This record was acknowledged before me on [……], 20[……], by [……], the [……] title), of and on behalf of the entity defined above as the Releasing Party.

_____
Notary Public

Encl: Attachment A – Buildable Units (21 Pages)

EXHIBIT H – SUPPLIER LIEN WAIVER AND RELEASE FOR ADVANCED PAYMENT

ICE ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

This form shall be completed by Supplier and submitted to the D&C Contractor ("ASN Constructors" or "ASN") in accordance with the Project Agreement in order for the Developer to meet the conditions required for Advanced Payments with respect to Buildable Unit Number(s) ***[PLACE BUILDABLE UNIT NUMBERS HERE]*** which are considered Qualified Pay Units under the ICE Advance Agreement.

This lien waiver and release of lien is given by the Releasing Party identified below in connection with all materials, equipment or supplies (collectively, the "Materials") which have been provided on or before the Effective Date set out below by the Releasing Party for use on or incorporation into the Fargo Flood Diversion Project (the "Project"). The Project is comprised of a series of Buildable Units comprised of the parcel numbers listed in Attachment A and includes the Buildable Unit(s) identified above.

SUPPLIER - LIEN WAIVER AND RELEASE OF LIEN FOR ADVANCE PAYMENTS WITH RESPECT TO QUALIFIED PAY UNIT COMPLETION

STATE OF NORTH DAKOTA)
) ss.
CASS COUNTY)

TO: All Parties Having an Interest in the Following Buildable Unit:

BUILDABLE UNIT NUMBER(S): *[PLACE BUILDABLE UNIT NUMBERS HERE]*

Location: Parcel numbers are listed in Attachment A.

EFFECTIVE DATE: _____

WHEREAS, [_____] (herein the "**Undersigned"**), is the authorized agent for [_____] the **"Releasing Party"**);

AND WHEREAS, the Releasing Party provided materials, equipment or supplies for incorporation into, or improvements of, the Project.

AND WHEREAS, ASN Constructors is the D&C Contractor hired by the Developer, Red River Valley Alliance (RRVA).

AND WHEREAS, the Releasing Party has supplied ASN Constructors with materials, equipment or supplies for incorporation into, or improvements of, the Project.

AND WHEREAS, ASN Constructors has determined that with respect to Buildable Unit(s) are sufficiently completed in order for the Developer to meet the conditions required for Advanced Payments with respect to Qualified Buildable Unit completion in accordance with the D&C Contract and ICE Advance Agreement.

NOW THEREFORE:

(1) All terms used in this Lien Waiver and Release of Lien will have the definition ascribed to such terms in the Project Agreement and the ICE Advance Agreement.
(2) FOR GOOD AND VALUABLE CONSIDERATION, the Releasing Party does hereby WAIVE, RELEASE, AND FOREVER DISCHARGE any and all liens, claims, or rights of liens on or against the premises/location described above for and on account of materials, equipment or supplies provided at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A by the Releasing Party on or before the Effective Date.
(3) The Releasing Party represents that it has been paid for all materials, equipment or supplies provided at the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A, on or before the Effective Date. Furthermore, the Releasing Party warrants and represents that it has paid all material suppliers, equipment dealers, and/or sub-tier Suppliers for any and all materials, equipment or supplies provided on or before the Effective Date at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A.
(4) The Undersigned on behalf of the Releasing Party, does hereby waive and release any liens or claims the Releasing Party may have against ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District,

the State of North Dakota, and/or the Project, including but not limited to, bond rights, lien rights, and stop notice rights arising from the Releasing Party's provision of any and all materials, equipment or supplies provided on or before the Effective Date at or in connection with construction or improvement of the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A.

(5) The Undersigned on behalf of the Releasing Party, its officers, directors, agents and employees, both past and present, successors and assigns, hereby releases and discharges ASN Constructors, the Developer, the Authority, Cass County Joint Water Resource District, the State of North Dakota, and/or or the Project in relation to the premises/location and Buildable Unit described above, including the Buildable Unit(s) identified in Attachment A, above, from any and all claims arising from or relating to, debts, damages liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law, equity, contract or tort, which the Releasing Party may have arising out of or in connection with the provision, on or before the Effective Date, of any and all materials, equipment or supplies to the premises/location and Buildable Unit described above and the Buildable Unit(s) identified in Attachment A.

(6) The Releasing Party shall provide a Supplier-Lien Waiver and Release of Lien for Additional Milestone Payment with respect to Buildable Unit Completion when the Buildable Unit in accordance with the Project Agreement when the Buildable Units achieve a Certificate of Interim Completion.

I, THE UNDERSIGNED, AS AUTHORIZED AGENT FOR THE RELEASING PARTY, DO CERTIFY THE FOREGOING TO BE TRUE AND CORRECT STATEMENTS, AND DO SO UNDER RISK OF PENALTY OR PERJURY SHOULD THE FOREGOING NOT BE TRUE AND CORRECT STATEMENTS.

BY (SIGNATURE): ……

PRINT NAME: [……]

TITLE: [……]

DATE: [……]

STATE OF [……])
) ss.
COUNTY OF [……])

This record was acknowledged before me on [……], 20[……], by [……], the [……] title), of and on behalf of the entity defined above as the Releasing Party.

_____
Notary Public

Encl: Attachment A – Buildable Units (21 pages)

EXHIBIT I – DEVELOPER CERTIFICATE OF PAY UNIT COMPLETION

CERTIFICATE OF
RED RIVER VALLEY ALLIANCE, LLC
(the "**Developer**")

TO:	Metro Flood Diversion Authority (the "**Authority**")
RE:	Project Agreement, dated as of August 19, 2021, between the Authority and the Developer with respect to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project - Diversion Channel and Associated Infrastructure (the "**Project Agreement**") and ICE Advance Agreement, dated as of [●], (the "**ICE Advance Agreement**")
AND RE:	Advanced Payment of ICEXX-XXXXXX – Pay Unit XX
DATED:	XXXX XX, 2025

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Project Agreement.

The undersigned, being authorized signatories of the Developer and, as such, being familiar with the Developer's affairs and records and being duly authorized by the Developer to deliver this certificate, hereby certify for and on behalf of the Developer and without incurring personal liability, that:

The Construction Work excluding Punch List items with respect to Pay Unit XX, is reasonably expected to be completed in accordance with PSSU Month Year (based upon PBS3-R2) within one hundred twenty (120) days of the submission of the sixty day notice of the corresponding Interim Completion Element.

[signature page follows]

RED RIVER VALLEY ALLIANCE, LLC

Name:

Title:

Name:

Title:

US Army Corps of Engineers®
St. Paul District

FARGO MOORHEAD DIVERSION PROJECT
MONTHLY UPDATE

10 Nov 2026

Ongoing Construction

1 Red River Structure (RRS)

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

2 Reach SE-2B

100% complete. Turnover to Sponsors for OMRRR pending.

3 Reach SE-3

99% complete. Contract completion date is 4 November 2026.

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 tentatively set for 18 November 2026, weather dependent.

4 Reach SE-4

99% complete. Contractor re-grading 180th Ave S. west of Hwy 75. Contract completion date is 13 November 2026.

5 Reach SE-5

99% complete. 180th fully open on 21 October. Contract completion date is 4 November 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

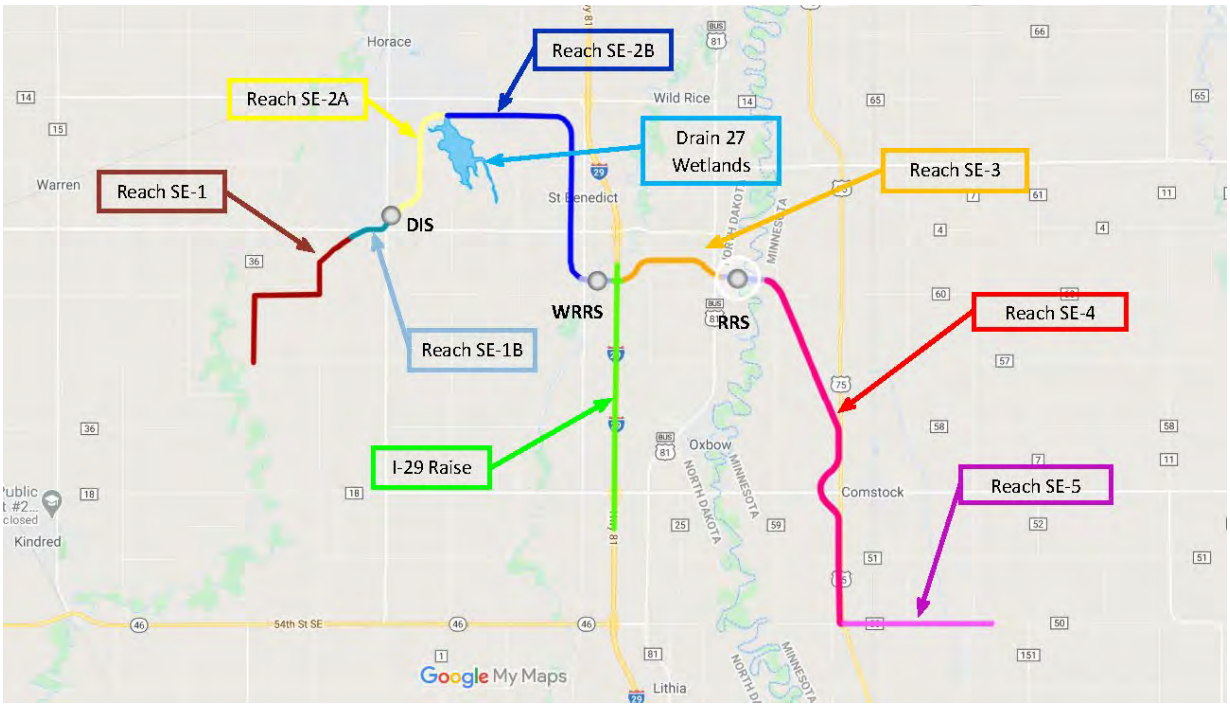
Turnover to MFDA occurred on 20 December 2025.

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.



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

DIS = Diversion Inlet Control Structure

WRRS = Wild Rice River Control Structure

RRS = Red River Control Structure

FM AREA DIVERSION

GEORGETOWN

Diversion Outlet

CR-4/31

Drain 29 Inlet

ARGUSVILLE

Drain 30 Inlet

CR-81

BNSF Hillsboro

I-29 NB

I-29 SB

CR-32

Rush River Inlet

Berlin Township Drain Inlet

HARWOOD

CR-22

Lower Rush River Inlet

BNSF Prosper

CR-20

MRA (Flume & Conduit, Engineered Channel, & Spillway)

Raymond Township North Drain Inlet

Raymond Township South Drain Inlet

CR-10

Drain 14B Inlet

MAPLETON

BNSF KO

I-94 WB

I-94 EB

Drain 14C Inlet

38th St

WEST FARGO

FARGO

MOORHEAD

Mapleton Township Drain Inlet

32nd Ave

52nd Ave

Drain 21C Inlet

CR-6

HORACE

CR-14

AAB

SRA (Flume & Conduit, Engineered Channel, & Spillway)

Drain 50 Inlet

SE-2A

SE-2B

CR17 Drain Inlet

CR-16/17

SE-1B

DAVENPORT

SE-1

DIS

SE-3

WRRS

RRS

SE-4

OXBOW

COMSTOCK

SE-5

Buffalo River

Red River of the North

Lower Rush River

Maple River

Wild Rice River

Wolverton Creek

City Limit Outlines

SWDCAI

- 60 Day Projected Progress
- 30 Day Projected Progress
- In Progress
- Functional
- Completed

SEAI

- In Progress
- Completed

Progress Tracking: November 2026

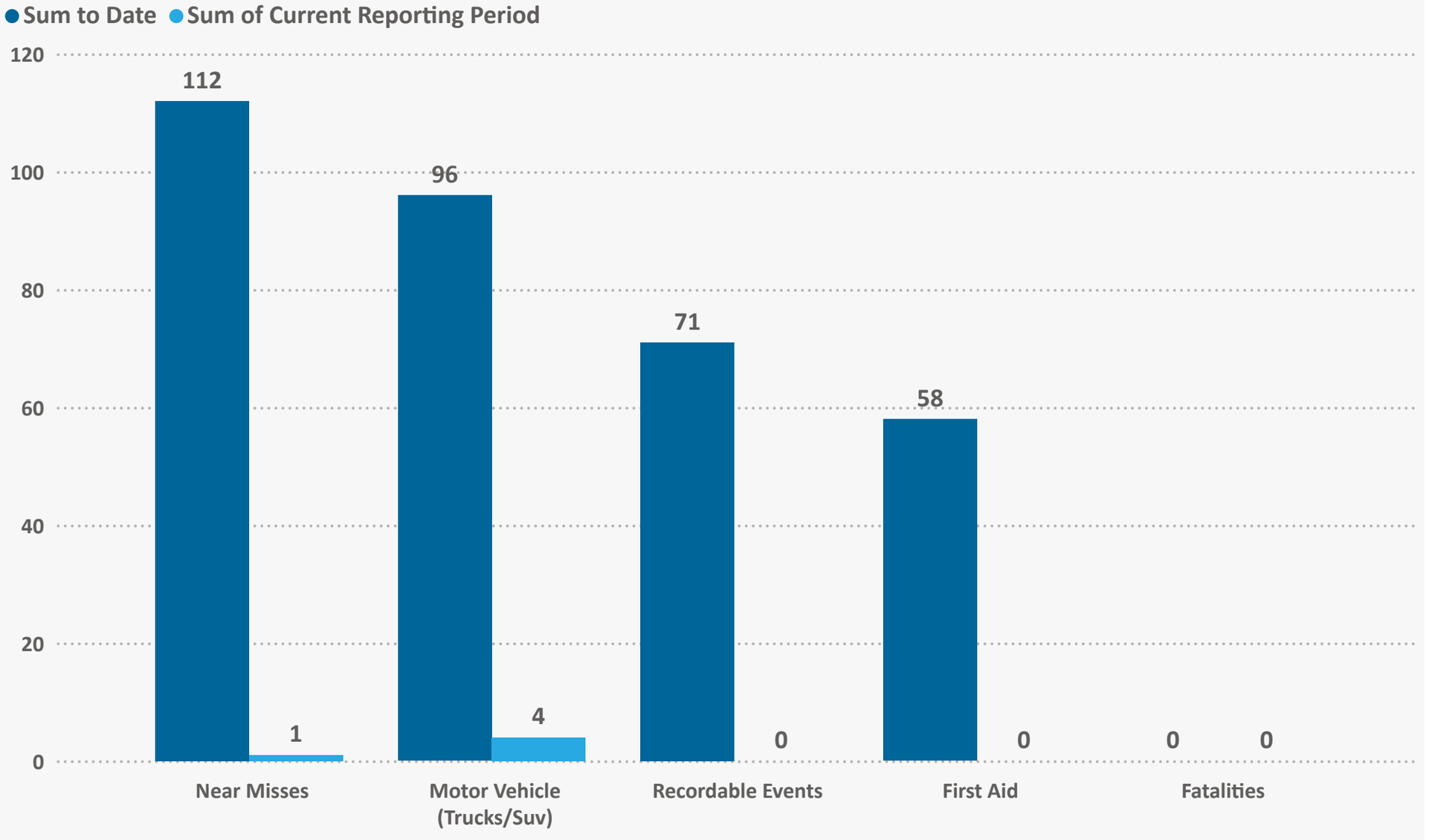
0 3 6 Miles

WWW.FMDIVERSION.GOV

FM Area Diversion Safety Statistics - October 2026

Current Reporting Period: October 1 - October 31

Developer Led Projects



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 OCTOBER 2026

Issue Date – November 11, 2026

PROGRESS

Construction of the SWDCAI is approximately 96.5%[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 early February, 2027. Weather began to impact the work schedule. Heavy rain has been causing washouts in the new soil surfaces.

Aqueducts: Maple River Aqueduct: Installation continued of the cladding, window/door frame, trim and fireproofing on the vertical lift structure. Installation continued of the vertical lift gate guides. The cross bracing and epoxy painting were completed for the vertical gate. Installation continued of the conduits, disconnects, lighting fixtures, alarms and temporary cut offs for the vertical gate structure. Texcote touch up continued. Grout injection for seepage remedial work commenced at wing walls #5, #6, #7 and #8. Commissioning of the spillway compressor room was completed. Grading was carried out to the upstream spillway channel. A pipe pile was driven for the flow and water level monitoring sensor mounting arm. Cracks continue to be injection filled to the flume. Handrails were installed at the spillway. Site cleanup continues. Sheyenne River Aqueduct: Water levels in the Sheyenne river, along with rain, impacted work. Commissioning and testing activities continued on the various control and monitoring systems. Excavation continued on the spillway upstream channel including replacing contaminated riprap. Grouting was carried out to voids around hatches on the spillway and bypass hatches. Programming continued to control panels and switch controls. Cladding, drywall, fire caulking, trims and frames were installed to the tower structure, along with snow and ice melt components. 45-degree chamfers were ground into the tops of the flume. Surface repairs and preparations continued for Texcote. Railings continue to be installed throughout the structure. Fiberoptic cables were spliced in to the E House and compressor house. Geotextile, bedding and riprap were placed in the main channel. The vertical gate was blasted and painted. Grouting of the seepage commenced at wingwall #5, and mobilization commenced for wingwalls #7 and #8. Cracks were filled by resin injection to the flume.

Stormwater Diversion Channel: Seeding and remedial work was ongoing on most reaches; However excavation work is mostly completed. Areas of sluffing have been remediated. Work commenced to raise the levee in Reaches 08, 09 and 10. Reach 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: Remedial work was carried out the asphalt shoulders. I-94: Remedial work was completed to replace some of the concrete pavement panels. Posts were installed for the chain link fences.

County and Township Road Crossings: Remedial work to curbs, gutters, ditches and riprap has been ongoing throughout the project.

Diversion Outlet: Work commenced on remedial work to the rock arch weirs and rip rap apron, including improving the infill material placement.

Hydraulic Structures: Raymond North Drain Inlet: A freeboard berm was installed and some regrading carried out to the invert of the channel. Drain 50 Drain Inlet: The temporary crossover berm along the approach channel was removed and a walkthrough performed, identifying some punch list items.

Local Drainage: final grading was carried out across multiple reaches.

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

Railroad Crossings: BNSF Hillsboro Crossing: Further gate posts were installed and riprap added to the bottom of the fences. BNSF Prosper Crossing: Punch list items including filling of bug holes, Texcote repairs and girder crack repairs continued. Fencing work continued. The East turnaround was shaped and graded. BNSF K.O. Railroad Crossing: Removal of the main access road continued. Fencing and riprap were installed.

Access and Security: Placement of aggregate and installation of French drains on the maintenance road/trails continued in most Reaches and Parking Lots.

Authority Administration Building (AAB): Cleaning, training and punch list items continued.

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

GENERAL ADMINISTRATION

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

Staff at the Authority and the Developer continue 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

Dispute	Description	Date Referred	Status
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 finalize the FDRB agreement following the recent appointment of a new chair of the Financial Dispute Review Board.

COMMERCIAL

Compensation and Relief Events

By the end of October 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 65 (sixty-five)[2] developer-initiated change requests (DCRs) through the end of the reporting period. 39 (thirty-nine) 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 October 15, 2026, for the month of September 2026 (01-Oct-26 Data Date). The submittal was accepted for review. To create the PSSU, the Developer reported making approximately 1,967 changes from the PSSU 2026 August submitted on September 15, 2026, including new and deleted activities, changes to logic and relationships between activities, activity description changes, calendar changes, WBS modification and activity duration modifications. The Project Substantial Completion Date in this PSSU is January 20, 2027, which is the same as the August 2026 PSSU Project Substantial Completion Date, and PBS3-R2 Project Substantial

[2] Out with the reporting period, the Authority and the Developer have entered discussions concerning two (2) further DCRs entitled 'Rush River Inlet Additional Infill' and 'CR16/17 Temporary Opening to Traffic End 2025', details of which are contained in *Attachment D – Developer Change Requests*.

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 195 invoices through the month of October 2026 totaling $$22,477,660.99. 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 October, 187 of the 195 were paid for a total of $22,254,709.44. e 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 October.

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 October 2026		
Cost Type	**Amount**	**Notes**
Series A Advance Payments	$213,803,406.40	See Table 1 Below
Series B Interim Completion Payments	$ **32,576,963.40**	See Table 2 Below
Full ICE Payments	**$52,883,758.00**	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)	$154,420.34	Includes Polsinelli PC and Allegro Const. Services cost share.
Grand Total	**$ 342,640,954.97**	

Table 1 - Series A - Additional Milestone Advance 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

Table 1 - Series A - Additional Milestone Advance Payments				
Description	**Pay Unit**	**Amount**	**Status**	**Date Paid**
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
32nd 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
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

Table 2 - Series B – Interim Completions				
Description	**Pay Unit**	**Amount**	**Status**	**Date Paid**
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
Drain Inlet associated with Legal Drain for Raymond Township North	16	$638,601.20	Paid	23-Oct-26
	Total	**$ 32,576,963.40**		

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
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
Drain Inlet associated with Legal Drain for Mapleton Township Section 24	49	$3,193,006.00	Paid	23-Oct-26
	Total	**$ $52,933,758.00**		

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	Nov-2026	$6,484,885
CR 6 Crossing	53	Nov-2026	$6,484,885
38th Street W Interim Connection (roadway connection south of I-94) - Construction	ACR023-2024 - 2	Nov-2026	$51,750
CR 16/17 Crossing	48	Nov-2026	$6,584,740
Drain 14B Inlet	18	Nov-2026	$3,581,328
Cass County Drain 14C	ACR006-2022	Dec-2026	-$950,000

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
Sheyenne River Aqueduct Changes & Aqueduct Design Maple River - Milestone 4 - Completion of Construction at Maple and Sheyenne	ACR016-2023 & ACR022-2023 - 4	Dec-2026	$2,225,000
BNSF Prosper Subdivision Line Crossing	33	Dec-2026	$8,416,565
BNSF Hillsboro Subdivision Line Crossing	30	Dec-2026	$11,134,819
BNSF KO Subdivision Line Eastbound Crossing	36	Dec-2026	$9,126,639
BNSF KO Subdivision Line Westbound Crossing	39	Dec-2026	$9,126,639
Authority Administration Building	58	Dec-2026	$8,631,843
Drain 50 Inlet	51	Dec-2026	$3,193,006
Drain 21C Inlet include 15th St. SW Improvements CR8 – 32nd Ave.	50	Dec-2026	$3,193,006
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 07 Pay Unit	9	Dec-2026	$22,568,529
I-29 Northbound Crossing	21	Jan-2027	$11,123,724
I-29 Southbound Crossing	22	Jan-2027	$11,123,724
Channel Reach 04 Pay Unit	6	Jan-2027	$16,380,341
52nd Avenue W Crossing	59	Jan-2027	$5,494,777
CR 14 Crossing	60	Jan-2027	$7,189,260
Channel Reach 11 Pay Unit	43	Jan-2027	$36,903,602
Channel Reach 12 Pay Unit	44	Jan-2027	$22,676,150
Channel Reach 03 Pay Unit	5	Jan-2027	$26,733,448
38th Street West Crossing	57	Jan-2027	$6,507,075
Channel Reach 06 Pay Unit	8	Jan-2027	$17,553,406
CR 81 Crossing	27	Jan-2027	$14,706,217
Drain 14C Inlet	19	Jan-2027	$8,940,172
I-94 Eastbound Crossing	23	Jan-2027	$11,001,680
I-94 Westbound Crossing	24	Jan-2027	$11,001,680
Channel Reach 13 Pay Unit	45	Jan-2027	$44,500,407
Maple River Aqueduct	20	Jan-2027	$41,248,560
Sheyenne River Aqueduct	52	Jan-2027	$36,144,900
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	Feb-2027	$141,970
Substantial Completion Milestone Payment	MPsc	Feb-2027	$127,265,187

Invoice Name	Pay Unit #	Forecasted Payment Date	Pay Unit /ACR DCR Amount
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	Mar-2027	$141,970
Total			**$656,448,592**

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	
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		Invoice submitted 2-Nov-26
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 October 2026 reported by the Developer is as follows:

10/5/2026 ASN - 32nd Ave W Crossing; employee stated he was struck in the right knee by a sledge hammer.

10/5/2026 Linn Co - Drain 14C Inlet. While operating a D51 Komatsu bulldozer grading topsoil @ drain 14 C, the dozer cutting blade exposed and damaged buried lines. Lines were confirmed to be abandoned.

10/10/2026 Veit - Maple River Aqueduct; while drilling utilizing a cat 323F with a drill attachment, hydraulic fluid began to leak.

10/10/2026 Veit - Maple River Aqueduct; employee tripped and fell over rigid barricade when removing contaminated diapers in a spill kit plastic barrel. No injuries were reported.

10/13/2026 ASN - Residence; employee was exiting his apartment parking lot and making a right turn. While completing the turn, the bed of the company truck contacted the right side of another vehicle's front bumper. There was no damage to the ASN truck. The other vehicle sustained damage to the front bumper. No injuries.

10/13/2026 ASN - Harwood, ND; employee was transporting a Connex southbound on Chapin Drive using a company hall truck and a 20-foot flatbed trailer from 81. During transport, the Connex encountered an overhead power line, resulting in damage to the powerline and an electrical power box at a nearby residence.

10/15/2026 Veit - Maple River Aqueduct; employee reported that while opening the cab door of a Cat 265 skid steer, a gust of wind caught the door, swinging it open. The door struck the skid steer arm, breaking the door window.

10/16/2026 ASN - All Hand Safety Meeting.

10/17/2026 ASN - Public Road (CR 22); employee stated he was heading down County Road 22 and a rock popped up and hit the wind shield causing it to shatter.

10/17/2026 ASN - CR 22 Crossing; Bollard protecting bridge benchmark was ran over

10/20/2026 ASN - Sheyenne River Aqueduct; Oil leak on heavy equipment.

10/26/2026 ASN - CR 4/31 Crossing; employee reported pain and blurriness to the right eye. Employee stated that he was around the welders on Friday 10/23/26, who were modifying the brackets for the RQ30 mounts.

10/29/2026 ASN - 38th St Laydown; employee stated that a fork broke from John Deere skid steer. Employee was attempting to position fork under crane mats when the fork came off the mast and a separation at the weld was identified.

10/30/2026 ASN - Public Road (12th St); crew was traveling on 12th St. when a truck pulling a trailer kicked up a rock and chipped the window.

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	Open
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 December2025
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	**ACTIVE BYPASSES**
29th St. SE – Closed 9/17/2023	CR 14 Removal completed in August 2026
32nd St. SE – Closed 3/20/2024	**ACTIVE BRIDGES**
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, 38th St NW Crossing; 32nd Ave Crossing, CR 22, CR 6, CR14.
166th Ave. SE – Closed 5/24/2024	**ACTIVE DETOURS**
43rd St. SE Closed 10/7/2024	None
112th Ave. S – Closed 10/10/2024	**UPCOMING DETOURS**
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 October 2026:

- 827 Daily Observations; 8 Compliance Checks; 31 Issues written, and 9 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 (30); Hydrometer (30); Proctor (25); Sieve (0); Field Reports (19); Density Tests (57); Concrete (84)

Survey GIS: None were done as, in the areas needing survey, compliance work was being conducted.

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 continues to primarily focus on areas that are submitted for Interim Completion.

There were eight Certificates of Interim Completion issued to the Developer in October. One Certificate was issued to the Developer for CR 6 Crossing on October 6th, one Certificate was issued for 32nd Ave W Crossing on October 6th, one Certificate was issued for Mapleton Section 24 Drain Inlet on October 6th, one Certificate was issued for Raymond North Drain Inlet on October 6th, one Certificate was issued for Drain 14B Inlet on October 16th, one Certificate was issued for CR 16/17 Crossing on October 16th, one Certificate was issued for Drain 21C Inlet on October 22nd, and one Certificate was issued to the Developer for BNSF KO Shoofly Removal on October 27th.

The inspections for the elements that have reached Interim Completion (Drain 29 Inlet, Drain 30 Inlet, CR 20 Crossing, CR 32 Crossing, CR 4/31 Crossing and Roadway Improvements, Channel Reaches 01, 02, 05, and 14, Local Drainage, Dead-End

Terminations, Berlin Township Drain Inlet, CR 10 Crossing, Diversion Outlet, Rush River Inlet, Lower Rush River Inlet, CR 22 Crossing, Raymond South Drain Inlet, CR 6 Crossing, 32nd Ave W Crossing, Mapleton Section 24 Drain Inlet, Raymond North Drain Inlet, Drain 14B Inlet, CR 16/17 Crossing, and Drain 21C Inlet) are being completed within 'Cityworks', the Computerized Management and Maintenance System (CMMS).

We continue to monitor RRVA's inspections and their inputs in City-works. RRVA completed 158 Inspections, 15 Service Requests and 0 Work Orders in October and have a current projected 158 Inspections for the month of November. 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.

UTILITIES

Utility Submittals

Utility design has been completed for all 105 utility Buildable Units (BUs) within 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.

Utility Construction Status

All 108 identified utility conflicts have been completed, including HDD void grouting, backfilling, and removal of abandoned facilities.

- Utility Construction Summary:
    - 60 underground relocations
    - 33 facility removal only
    - 14 overhead adjustments
    - 1 cell tower relocation
- All 42 Horizontal Directional Drilling (HDD) voids have been grouted on both the entry and exit sides.

Utility Construction Progress

- During the Month of October, ASN focused on closing out Punch List items related to Cass Rural Water Users District waterlines.
- In the first half of the month, ASN completed grouting of the final two HDD voids: the shared HDD for BU-F09/F10 at County Road 22 and the shared HDD for BU-MS6/P17 at County Road 6.

SUBMITTALS

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

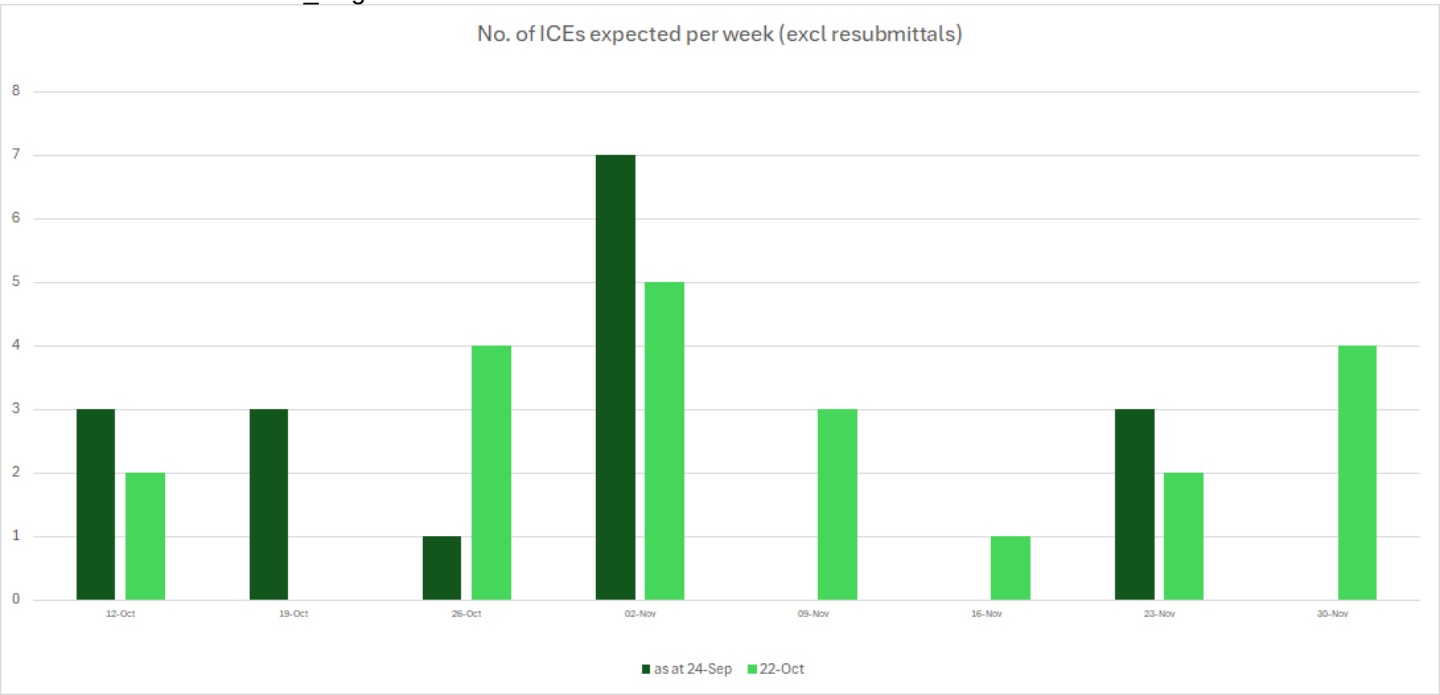
Submittal	Reporting Period	To Date
Submittals received for review and comment (including ITP Complete)	136	6,431
Reviews carried out*	172	5,807
Submittals returned with no comment (including ITP Complete)	104	2,367
Submittals in review with the Authority as at end of reporting period	227	n/a
Submittals back with RRVA for resubmission as at end of reporting period		269
rejected as incomplete at end of reporting period	3	44
rejected with comments at end of reporting period	50	225
number of comments at end of reporting period	1,274	5,444
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.

- 8 ICE Notices were agreed during October 2026: Drain Inlet Mapleton South, Drain 14B, Drain Inlet Raymond Township North, CR16/17, 32nd Ave W, CR6, KO Shoofly Removal, Drain 21C
- 3 Notices were received in October 2026: 38th St W Crossing, Channel Reach 4 and I29 and are currently in review.
- 4 Notices were received in October 2026: CR 81, 52nd Ave W,CR 14 and AAB and were rejected
- 17 ICE Notices due to be received by the Authority by the end of October 2026 remain undelivered by the Developer. These are now delayed, on average, by 225 days between their notified date of expected Notice and latest expected date.
- 3 15-business-day notices were received in October 2026: Drain 50, Channel Reaches 11 and 12.

No Advance Payment requests were received in October 2026.

There continue 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 224 days (219 days as at the end of September 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 5 (five) 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	2,435

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 11 (eleven) 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 79%.

Audits

The Authority completed the audit related to Reach 02, Record Drawings Deliverables. The findings identified as a result of this audit include 1 (one) Nonconformance, 6 (six) Opportunities for Improvement and 11 (eleven) Observations:

Nonconformances - 1

- **NCR-001** – Q24 - Lack of ground survey data points with State Plane equivalent coordinates for Reach 2 - Contrary to the requirements of Technical Requirements Section 3.9.2.2 (2), the Developer, as part of the Record Drawing Deliverable for Reach 2, did not provide ground survey data points with State Plane equivalent coordinates.

Opportunity For Improvement – 6

- **OFI-001** – Q1, Q2, Q3, Q4, Q5 stablish a QC process (ASN & DJV) that will ensure all RDD required content is provided to the Authority prior the issuance of an RDD package.
- **OFI-002** – Q16 – Ensure TR Section 3.9.2.1 (1) (d) information related to Road and railroad centerlines and overall footprint is captured in the overall GIS.
- **OFI-003** – Q16 – Section 3.9.2.1 (k) – Coordinate with the Authority on how to address this requirement.

  Follow-up note: Based on the subsequent revised RDD Submittal package received, vegetation zones are now defined using polygon features and associated attribute data within the updated geodatabase.
- **OFI-004** – Q13 - Lack of survey documentation included in the Record Drawing Deliverable for Reach 2 - Contrary to the requirements of Section 3.6 (8), the Developer as part of the RRVA_LLC-TRN-016377, did not provide survey reports that include coordinate types (x, y, z) and feature codes in the same format as those in which the construction survey was generated. The Developer also indicated submission of a revised RDD package will be done within a week or so. Coordinate with the Authority on how to address this requirement. In Good Faith, the Authority reports this instance as an Opportunity For Improvement instead of a Nonconformance and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

  Follow-up note: In the updated submittal, survey reports were included that document who collected survey and when and the surface provided matched the State Plan coordinate system. The Developer has not provided actual survey points, only an XML surface developed from survey. It is impossible for the auditor to verify if coordinate data and feature codes are in the same format used for construction survey.
- **OFI-005** – Q12, Q17 - Lack of survey documentation being provided in the required format for Reach 2 - Contrary to the requirements of Technical Requirements Section 3.6 (7)(f), the Developer, as part of the Record Drawing Deliverable for Reach 2, did not provide survey of the project in in CAD or GIS (.gdb) format. Coordinate with the Authority on how to address this requirement. In Good Faith, the Authority reports this instance as an Opportunity For Improvement instead of a Nonconformance and waits for the revised RDD submission. For future instances -

i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

Follow-up note: Based on the revised subsequent RDD Submittal, no additional survey data was provided in the geodatabase. Survey data is required to be provided in GIS format per TR Section 3.6 (7)(f) and 3.9.2.1 (2)(c).

- **OFI-006** – Q5, Q10 - Agree with the Authority on the meaning of "new facility" called in TR Section 2.5.7 (3)(d)(v).

  Post audit note: Following a workshop held with the Developer on September 30, 2026, the Authority and the Developer agreed on meaning of the "new facility". A revised RDD Submittal is expected to include the Buildable Unit as a new facility.

Observations – 11

- **OBS-001** – Q1, Q2 – It was noted that the RDD package for Reach 2 submitted to the Authority was lacking the native files associated with the As-built Drawings. This is a Nonconformance per the Project Agreement. TR Section 2.5.7 (3)(d)(I) requires to "Provide an updated set of native drawings and model files for the design packages that reflect revisions after the Construction Documents Submittals were RFC." And per TR Section 2.5.7 (3)(d)(ii) is required to "Reflect actual conditions of the constructed Work, including ground conditions encountered, changes to the design after the Construction Documents Submittal, and location of existing or abandoned features encountered during construction. ". During the audit, the Developer showed something that appeared to be the native files associated with the As-Built Drawings. The Developer also indicated submission of a revised RDD package will be done within a week or so. In Good Faith, the Authority reports this instance as an Observation and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

  Follow-up Note: The native as-built files have been updated as part of the revised subsequent RDD Submittal, to reflect the information contained in the submitted as-built PDF.

- **OBS-002** – Q1, Q17 – The question Q1, "Is the survey as-built data reflected in the As-built Drawings?" could not be verified during the audit due to lack of native files associated with As-Built Drawings and the survey xml files. Once the information is issued by the Developer, the Authority will continue its audit. Q17 Could not be verified due to lack of content, both in the initial submittal and in the subsequent revised RDD Submittal. Survey data is required to be provided in GIS format per TR Section 3.6 (7)(f) and 3.9.2.1 (2)(c).

- **OBS-003** – Q3 – In accordance with TR Section 2.5.7 (3)(d)(iii), it is required to "Document the ground conditions encountered and reflect the conditions on the As-Built Drawings; use the same descriptive language and soil type designations as the Project geotechnical reports.". An agreement between the Parties deems this requirement to be satisfactory through the Geotechnical Report Section included in the RDD package for Reach 2.

- **OBS-004** – Q4 – It was noted that the RDD package for Reach 2 submitted to the Authority did not include information related to TR Section 2.5.7 (3)(d)(iv) "Show and describe the location and elevation of existing and relocated utilities using surveyed coordinates." As a revised package for the RDD Reach 02 was not yet submitted to the Authority to depict the agreed way on how to capture the information, this is a Nonconformance. During the audit, the Developer indicated the revised RDD Reach 2 will include the agreed content. The Developer also indicated submission of a revised RDD package will be done within a week or so. In Good Faith, the Authority reports this instance as an Observation and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

  Follow-up note: The revised subsequent RDD Submittal, file "Utilities by others.dwg" shows the utility locations based on survey points. However, information is not shown in the record drawing deliverable pdf.

- OBS-005 – Q5 - It was noted that the RDD package for Reach 2 submitted to the Authority did not include information related to TR 2.5.7 (3)(d)(v) "Show and describe the location of new facilities using surveyed coordinates.". As a revised package for the RDD Reach 02 was not yet submitted to the Authority to depict the

agreed way on how to capture the information, this is a Nonconformance. During the audit, the Developer indicated the revised RDD Reach 2 will include the agreed content. The Developer also indicated submission of a revised RDD package will be done within a week or so. In Good Faith, the Authority reports this instance as an Observation and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

Post audit note: Following a workshop held with the Developer on September 30, 2026, the Authority and the Developer agreed on meaning of the "new facility". A revised RDD Submittal is expected to include the Buildable Unit as a new facility.

- **OBS-006** – Q5, Q6, Q14, Q22 – Questions 5, 6, 14, 22 could not be verified during the audit due to lack of provided content. Once the information is issued by the Developer, the Authority will continue its audit.

  Follow-up note: The revised subsequent RDD Submittal includes cross-sections. Additionally, related to the Question 14, sub-question: "Does the as-built data indicate compliance with RFC Documents, and, if applicable, RFIs?", not all files have been reviewed for conformance with the RFC documents, as this verification is the responsibility of the DOR. The as-built information is represented consistently between the native files and the submitted as-built PDF. Related to Q22, based on the subsequent revised RDD Submittal, the utility information is not included in the updated geodatabase data.

- **OBS-007** – Q6, Q14 – In accordance with TR Section 3.3.1.6.2 (12), it is required to "Perform an as-built survey of the Embedded Levee (left, right, and center of crest and left and right toe) or Floodwall and report completion of the survey to Authority before placing EMB fill on top. Include as part of the As-Built Drawings.". As a revised package for the RDD Reach 02 was not yet submitted to the Authority to depict the agreed way on how to capture the information, this is a Nonconformance. During the audit, the Developer indicated the revised RDD Reach 2 will include the agreed content. The Developer also indicated submission of a revised RDD package will be done within a week or so. In Good Faith, the Authority reports this instance as an Observation and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

  Follow-up note: The revised subsequent RDD Submittal includes cross-sections and CAD file LEVEE as constructed – AS BUILT.dwg which contains a surface of the embedded levee. The file does not contain survey points defining how the surface was developed in CAD.

- **OBS-008** – Q9 - It was noted that the RDD package for Reach 2 submitted to the Authority was lacking the survey xml files. This is a Nonconformance per the Project Agreement. TR Section 3.6 (7)(d), it is required to provide as part of the Record Drawing Deliverable, "3D DTMs of new grades".

- During the audit, the Developer showed and submitted the Reach 2 xml files. The Developer also indicated submission of a revised RDD package will be done within a week or so. In Good Faith, the Authority reports this instance as an Observation and waits for the revised RDD submission. For future instances - i.e., if there is no improvement, the Authority may take a different approach regarding how to report these instances.

  Follow-up note: The revised subsequent RDD Submittal, includes Reach02_FG.xml under Section 3.6, Survey Information.

- **OBS-009** – Q16 – Question 16, related to TR Section 3.9.2.1 (1)(h) could not be verified during the audit due to lack of provided content. Once the information is issued by the Developer, the Authority will continue its audit.

  Follow-up note: Based on the subsequent revised RDD Submittal package received, vegetation zones are now defined using polygon features and associated attribute data within the updated geodatabase.

- **OBS-010** – Q16 - TR Section 3.9.2.1 (1) (i) - Overall database has the utility removal but not in the individual GIS. Please ensure this is consistently checked and included in the overall GIS.

- **OBS-011** – Q25 – TR Section 3.9.2.2 (3) requires to "Provide metadata for documenting data in one text file for tracking the GIS data's origin at the feature and entity levels". This information is available as attribute field data due to size of the required text file that would be required to summarize all of the information required.

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 October 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	10,904	1, 3, 4, 6, 7, 10, 11, & 12	1,773	3, 4, 5, 6, 7, 8, 9, 10, 11, 12 &13 (portions in some reaches
Total to Date	16,988 Trees	1-4, 6-7, & 10-14	4,158 Acres	1-14 (portions in some reaches)

Audits

No environmental audits occurred this month.

Permits

Open/Applied For	Closed	Total
103	823	926

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 October 2026 at multiple areas inside Site 14. The Developer plans to complete cultural resource monitoring at Sites 5 and 14 in November 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

Three spills were reported this month.

Environmental Nonconformances (NCRs)

This month there were one new NCRs was opened, none were closed, and 30 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; resubmitted on October 2, 2026, and returned rejected incomplete on October 29, 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. The Q3 2026 EAP Report was submitted on October 30, 2026, and under review at the end of the month.

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 E-house and compressor house electrical ongoing. Grout injections operation got started and is ongoing	96.26%
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. Final Walkthrough conducted and commissioned, tested and training done.	98.29%
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 No production in October. The flow & water monitoring system installation begun.	98.46%
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	91.17%

[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]
				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 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 Spillway and Obermyer gates completed; gates were tested by the manufacture; Disel Generator installed and tested.; Grout was placed in the large void. Drywall and the Fire suppression system installed in the Tower;	
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	Complete	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	Complete	Complete	96.00%
CM3	Local Drainage in Maple River WRD – Reach C07	762+77 to 859+53	Active	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	96.20%

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]
CM5	Local Drainage in Maple River WRD – Reach C09	912+00 to 968+00	Complete	Complete	93.89%
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	94.80%
CS3	Local Drainage in Southeast Cass WRD - Reach C12	1235+72 to 1327+00	Active	Have been hauling topsoil out to place at other Reaches.	95.53%
CS4	Local Drainage in Southeast Cass WRD - Reach C13	1327+00 to 1554+59	Active	No work during reporting period	96.52%
CS5	Local Drainage in Southeast Cass WRD – Reach C14	1554+59 to 1571+70	Complete	Complete	98.76%
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	Complete	Complete	99.33%
C04	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-04	428+53 to 576+00	Complete	Complete	99.81%
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	96.38%
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.	99.44%
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.	96.36%
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 No work during the reporting period	97.08%

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]
C10	Diversion Channel, LFC, EMBs, Diversion Channel Line of Protection in Reach-10	968+00 to 1080+28	Active		95.07%
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	97.18%
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.	98.13%
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, EMB Placement, Topsoil Stripping and Placement	87.85%
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	99.42%
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.	98.61%
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.	98.85%
S69	Drain 50		Complete	Complete. Final Walkthrough scheduled for mid-October	90.80%
S74	Drain Inlet associated with CR17	1548+00	Complete	Complete	99.81%
Buildable Unit Group - Diversion Outlet					

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]
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%
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. No activity during the reporting period	92.49%
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. TC devices to be removed in the first week of November.	97.13%

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]
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%
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	Complete	Complete	88.98%
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 conducted. Additional punch list items were added.	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	100.00%
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	93.45%
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%

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]
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%
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 to1235+72	Complete	A walkthrough was conducted. Complete	71.96%
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	99.92%
RB6	Security and Access Reach 2	219+29 to 302+00	Complete	No work during reporting period	99.89%
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.	91.27%
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.	96.32%
RE6	Security and Access Reach 5	576+00 to 655+00	Complete	Completed, but we will monitor the French drains during in climate weather.	98.54%
RF6	Security and Access Reach 6	655+00 to 762+77	Active	Maintenance Road placement continues.	44.34%
RG6	Security and Access Reach 7	762+77 to 859+53	Active	No work during the reporting period.	66.13%
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.	94.73%
RB7	Security and Access Reach 10	968+00 to 1080+28	Active	No activity.	21.02%

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]
RF7	Security and Access Reach 14	1554+59 to 1571+70	Active	Since the updated RFC, there has been not activity.	89.48%
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%
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.	97.36%
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%

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]
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%
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%

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]
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%
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.	99.72%

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
DCR2026-065	Attachment 4-2 - Item 2, Sod (native grass) Cover	October 13, 2026	No Cost	No Cost	Executed
DCR2026-066	Rush River Inlet Additional Infill	N/A	TBC	TBC	Pending
DCR2026-067	CR16/17 Temporary Opening to Traffic End 2025	N/A	TBC	TBC	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	84	N/A	84	Notification of rectification was issued
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	254	N/A	254	Notification of rectification was issued.
NCR-00522	A53 - Start of Construction of Bypass Sump without Inspection & Test Plan	254	N/A	254	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	262	0	Notification of rectification was issued. Waive request issued by the Developer, responded by MFDA FMAD-TRN-020532
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	178	N/A	178	Notification of rectification is pending
NCR-0552	A56 - Starting Construction without Approved Vertical Lift Gate Shop Drawing	178	N/A	178	Notification of rectification was issued
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	36	N/A	36	Notification of rectification is pending
NCR-0586	O00 - Inspection Identifying Diversion Outlet Functionality Concerns	4	N/A	4	Notification of rectification is pending
NCR-0604	C05 - Reach 5 Punch List not Completed Within 90 Days of Interim Completion Certification	160	N/A	160	Notification of rectification was issued
NCR-0605	S10 - Lower Rush River Punch List not Completed Within 90 Days of Interim Completion Certification	160	N/A	160	Notification of rectification was issued
NCR-0606	Chip Sealing Not Performed on County Roads as per Attachment 4-1	3	N/A	3	Notification of rectification was issued. Waive request pending
NCR-0608	S09 - Rush River Punch List not Completed Within 90 Days of Interim Completion Certification	188	N/A	188	Notification of rectification was issued
NCR-0611	Commenced Work without resolving Federal Requirements Compliance Plan Compliance Comments	42	N/A	42	Notification of rectification is pending
NCR-0612	M11 - Chip Sealing Not Performed on County Road 4/31 as per Attachment 4-1	30	N/A	30	Notification of rectification was issued. Waive request pending
NCR-0613	M13 - Chip Sealing Not Performed on County Road 32 as per Attachment 4-1	30	N/A	30	Notification of rectification was issued. Waive request pending
NCR-0614	R15 - Chip Sealing Not Performed on County Road 20 as per Attachment 4-1	9	N/A	9	Notification of rectification was issued. Waive request pending
Total		**2962**	**527**	**2435**	

METRO FLOOD DIVERSION AUTHORITY

Lands Status Report

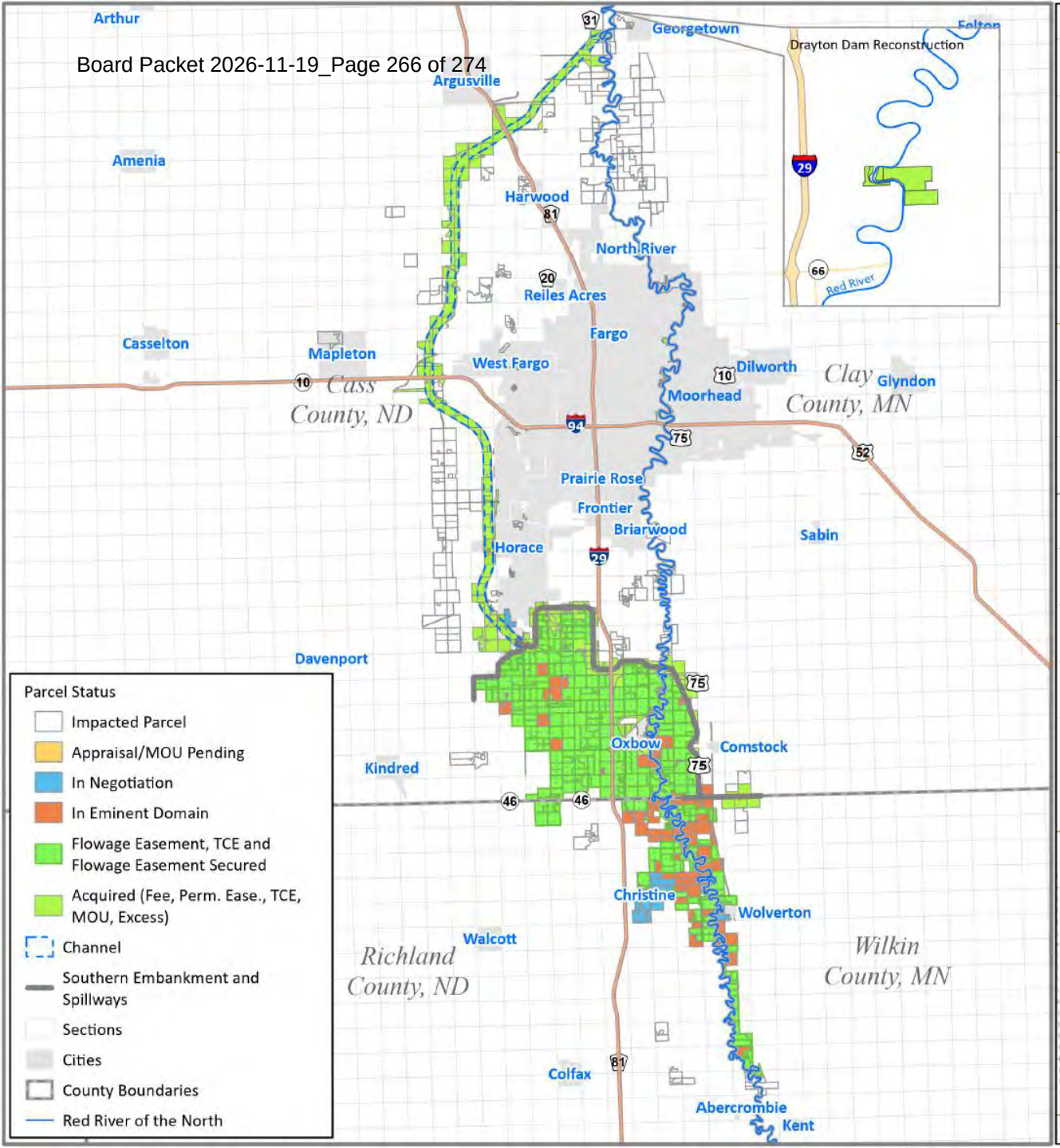
November 2026

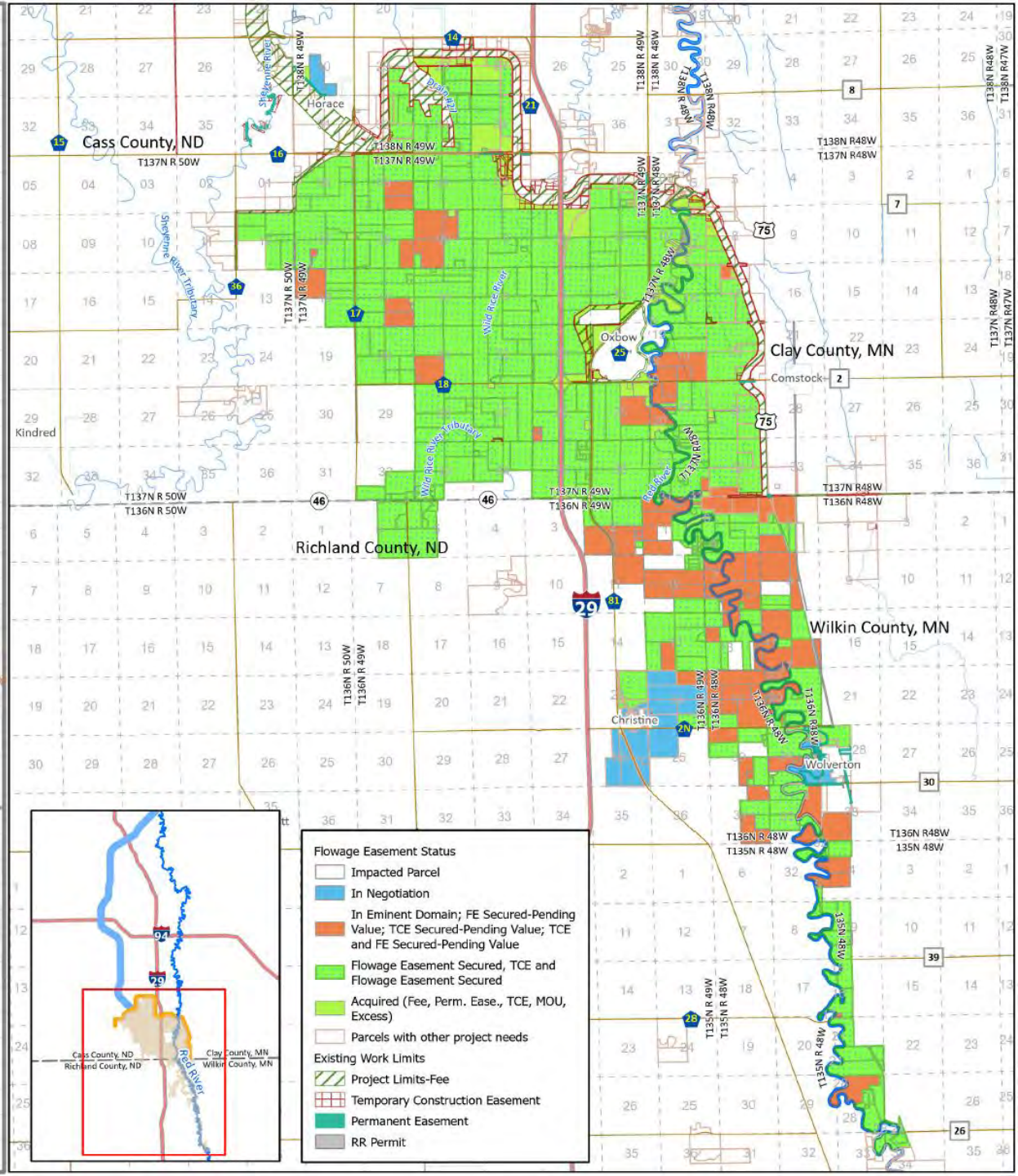


Key Activities

METRO FLOOD DIVERSION AUTHORITY

- In the last month, successfully closed 9 parcels / 3 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: 23 parcels / 8 owners / 475 Flowage Easement Acres
- 23,372 acres of flowage easements have been acquired, and 3,718 acres are outstanding
- The Debris Removal Sub-Committee has recommended approval of the Debris Removal Clean-up Plan for Private Lands
- Continued development of the MFDA's crop loss programs
- Started working on the 2027 Farmland Leases
- Continuing work on platting the lands for the project footprint
- Vacate Notices were sent to the remaining MN properties that recently received SHPO clearance

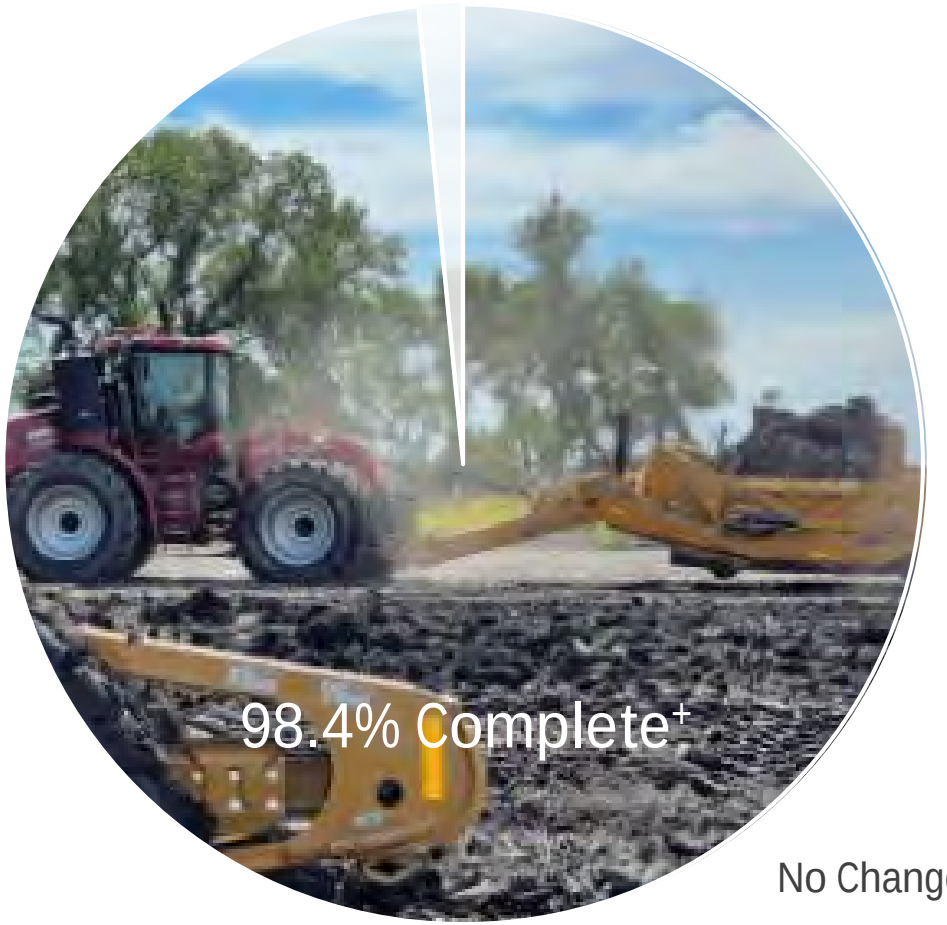

Arthur
Georgetown
Argusville
Amenia
Harwood
North River
Reiles Acres
Fargo
Casselton
Mapleton
West Fargo
Dilworth
Moorhead
Glyndon
Cass County, ND
Clay County, MN
Prairie Rose
Frontier
Briarwood
Horace
Sabin
Davenport
Oxbow
Comstock
Kindred
Christine
Wolverton
Walcott
Richland County, ND
Wilkin County, MN
Colfax
Abercrombie
Kent
Drayton Dam Reconstruction
Red River
Parcel Status
Impacted Parcel
Appraisal/MOU Pending
In Negotiation
In Eminent Domain
Flowage Easement, TCE and Flowage Easement Secured
Acquired (Fee, Perm. Ease., TCE, MOU, Excess)
Channel
Southern Embankment and Spillways
Sections
Cities
County Boundaries
Red River of the North


Cass County, ND
Richland County, ND
Clay County, MN
Wilkin County, MN
Horace
Oxbow
Comstock
Christine
Wolverton
Kindred
Flowage Easement Status
Impacted Parcel
In Negotiation
In Eminent Domain; FE Secured-Pending Value; TCE Secured-Pending Value; TCE and FE Secured-Pending Value
Flowage Easement Secured, TCE and Flowage Easement Secured
Acquired (Fee, Perm. Ease., TCE, MOU, Excess)
Parcels with other project needs
Existing Work Limits
Project Limits-Fee
Temporary Construction Easement
Permanent Easement
RR Permit

Property Acquisition Progress

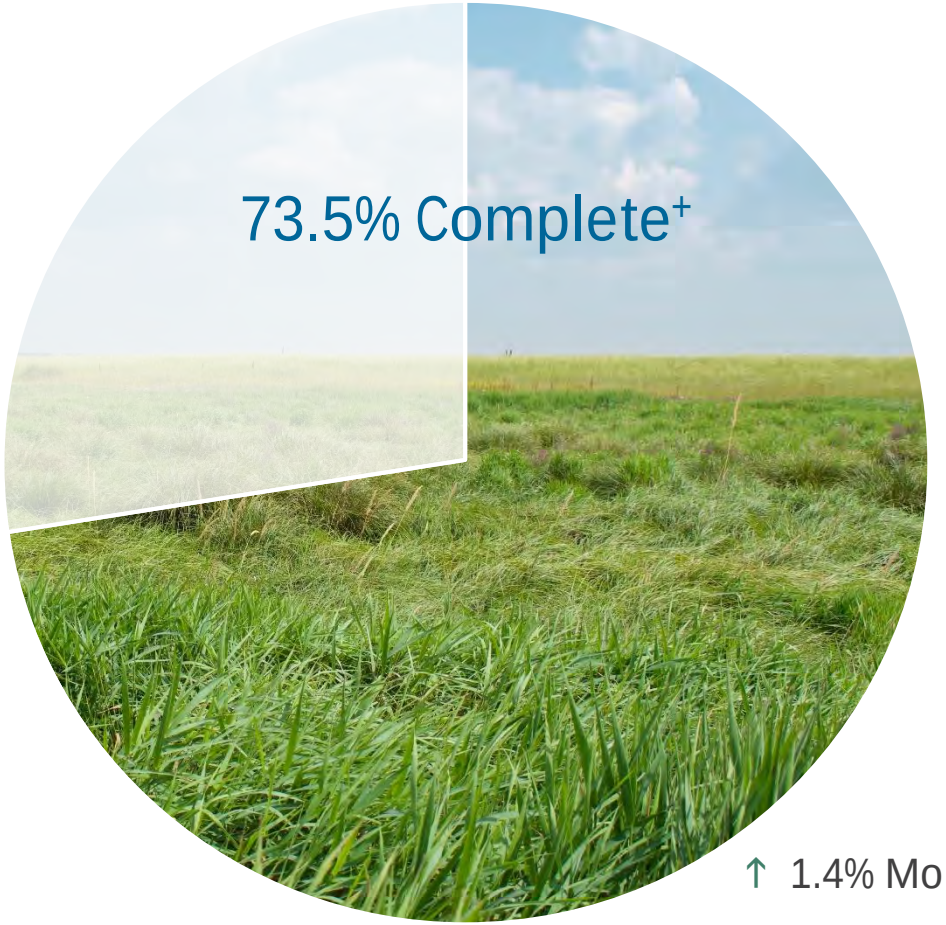
METRO FLOOD DIVERSION AUTHORITY

Construction Footprint*



No Change

UMA Footprint**



↑ 1.4% MoM

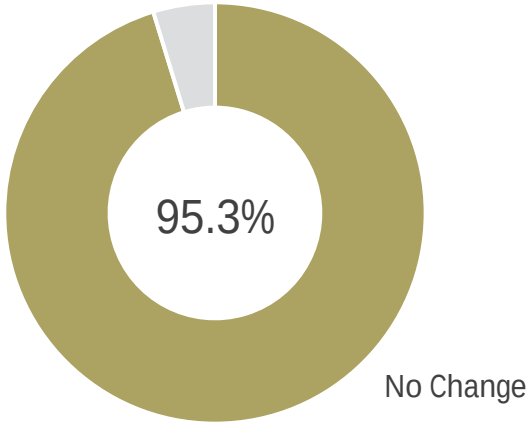
** Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton*

*** Includes parcels for Christine and Wolverton*

As of November 10, 2026

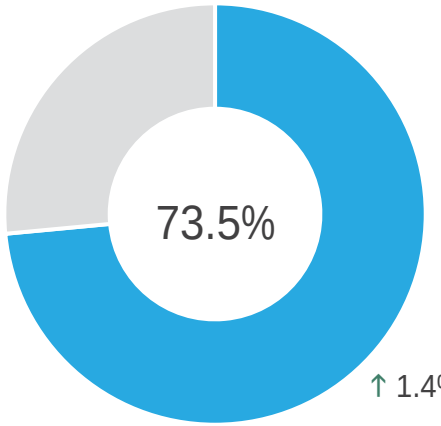
Property Acquisition Progress by Location

METRO FLOOD DIVERSION AUTHORITY



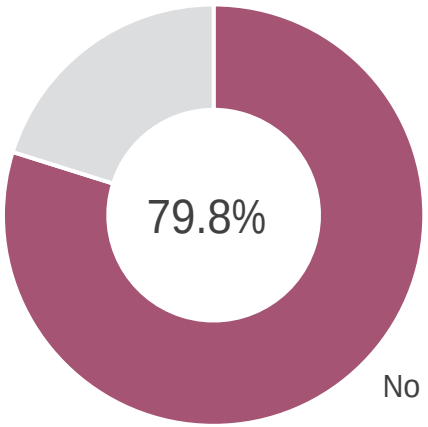
No Change

Southern Embankment & Associated Infrastructure



↑ 1.4% MoM

Upstream Mitigation Area



No Change

Environmental Monitoring Easements

100% Completed

Drayton Dam

In-Town Levees

Stormwater Diversion Channel

Oxbow-Hickson-Bakke

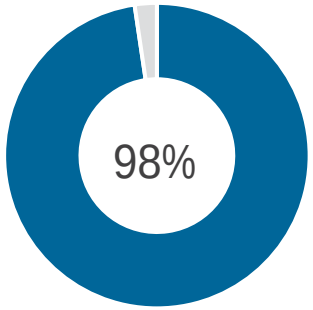
As of November 10, 2026

Landowner Overview

METRO FLOOD DIVERSION AUTHORITY

Construction Footprint*

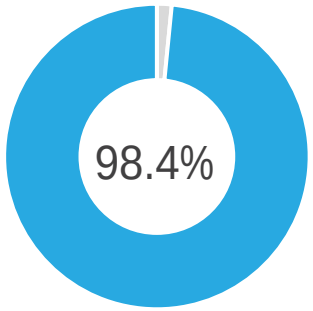
Landowners



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

98% of owner groups have settled

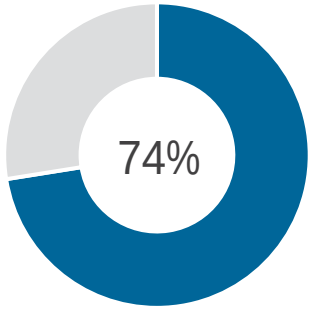
Parcels



576 Parcels
567 settlements achieved
9 in litigation

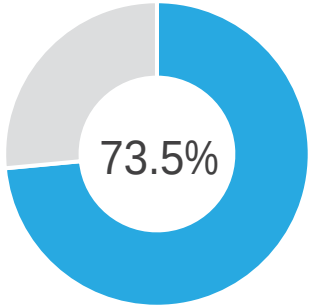
98.4% of parcels have been acquired

UMA Footprint**



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

74% of owner groups have settled



653 Parcels
480 settlements achieved
65 ongoing negotiations
108 in litigation

73.5% 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*

As of November 10, 2026

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 11/10/2026

							2% Sales Tax			(1.25% tax)	
Payment Date	Collection Month	County Amount	County Collections	County Growth %	Split 94% MFDA	PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %	Split *Infra & FC* 62.5 % MFDA	Total to MFDA - Annual
			16,895,949.23	13.49%	15,882,192			47,513,262.00	53,452,419.73	8.24%	29,695,789	45,577,981
	Dec-26	-				-	-					
	Nov-26	-				-	-					
	Oct-26	-				-	-					
	Sep-26	-				-	-					
10/21/2026	Aug-26	2,312,802.94				800,948.92	6,407,591.38					
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%	21,841,938			68,274,579.41	74,935,830.45	-2.22%	42,671,612	64,513,550
2/23/2026	Dec-25	2,153,670.99				814,634.22	6,517,073.77					
1/23/2026	Nov-25	2,416,687.95				869,473.49	6,955,787.93					
12/19/2025	Oct-25	1,397,583.64				528,563.25	4,228,506.01					
11/24/2025	Sep-25	2,379,895.75				836,408.75	6,691,270.01					
10/21/2025	Aug-25	2,281,923.54				835,497.50	6,683,979.99					
9/22/2025	Jul-25	1,796,292.91				622,825.54	4,982,604.32					
8/21/2025	Jun-25	2,270,466.69				803,789.60	6,430,316.85					
7/22/2025	May-25	2,053,576.19				749,363.21	5,994,905.70					
6/20/2025	Apr-25	1,616,213.54				600,695.48	4,805,564.00					
5/21/2025	Mar-25	1,698,986.33					5,424,656.49					
4/23/2025	Feb-25	1,477,568.31					4,523,059.23					
3/21/2025	Jan-25	1,693,238.03					5,036,855.11					
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%	21,906,084		6,626,714.99	69,824,744.71		0.83%	43,640,465	65,546,550
1/21/2025	Nov-24	2,281,112.22					6,540,733.39					
12/20/2024	Oct-24	1,764,529.62					5,342,358.63					
11/22/2024	Sept-24	2,257,740.11					6,622,406.84					
10/21/2024	Aug-24	2,088,361.27					6,284,633.45					
9/21/2024	July-24	1,746,626.42					5,168,111.30					
8/21/2024	June-24	2,659,707.17					7,859,913.01					
7/22/2024	May-24	1,348,902.41					4,252,926.43					
6/24/2024	Apr-24	1,759,660.73					5,404,517.72					
5/21/2024	Mar-24	2,276,388.27					6,980,911.25					
4/22/2024	Feb-24	1,023,591.77					3,163,097.74					
3/21/2024	Jan-24	1,890,694.25					5,578,419.96					
2023 Collections			23,106,462.71	8.18%	21,720,075			69,250,461.96		4.02%	43,281,539	65,001,614
2022 Collections			21,358,922.89	-2.56%	20,077,388			66,571,120.26		4.28%	41,606,950	61,684,338
2021 Collections			21,920,710.74	31.11%	20,605,468			63,840,810.53		29.90%	39,900,507	60,505,975
2020 Collections			16,719,327.13	0.30%	15,716,168			49,146,842.57		-5.00%	30,716,777	46,432,944
2019 Collections			16,670,136.34	6.04%	15,669,928			51,732,824.69		7.36%	32,333,015	48,002,944
2018 Collections			15,720,221.20		14,777,008			48,185,965.90			30,116,229	44,893,237
2017 Collections			2,796,024.89		2,628,263							
Totals Since 2019			$ 181,728,204					$ 543,382,669				

METRO FLOOD DIVERSION AUTHORITY

FM Area Diversion Documentary Request for Qualifications

4784 Amber Valley Parkway South, Suite 100
Fargo, ND 58104
FMDiversion.gov

METRO FLOOD DIVERSION AUTHORITY

Project Background:

The Metro Flood Diversion Authority (the "Authority") has been charged with overseeing the development of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Comprehensive Project") in partnership with the United States Army Corps of Engineers (USACE). Once completed in 2027, the Comprehensive Project will provide permanent, reliable flood protection to the Fargo-Moorhead metropolitan area.

The Comprehensive Project is located in and around the Fargo-Moorhead metropolitan area and consists of a stormwater diversion channel system including, but not limited to, excavated channels, control structures, aqueducts, tie-back embankments, an upstream staging area, levees, and environmental mitigation projects inside and outside the project area.

It's a history-making project as it's the first public-private partnership ever done in cooperation with the U.S. Army Corps of Engineers and it's the first P3 water management project in North America. It's also the first-ever Green Finance Initiative for climate change. Further, this is the second largest project ever built on each side of the Red River, in North Dakota and Minnesota. Many years and hundreds of people were involved in making permanent, reliable flood protection a reality.

The Authority plans to encapsulate the project's development and need, land acquisition, design, construction and preparedness for operations in a documentary video.

Goal of the Request for Qualifications:

The Authority intends to review and select a videography team to produce a documentary series. The intent is to create a memorial and lasting record for the people of our community as well as an example for others nationally to see how a project of this scale can be completed. The documentary should include interviews, archival footage, b-roll, aerial footage and motion graphics. It can be a full-length feature and/or a five-part series.

Scope of Work / Services Requested:

Services requested by the Authority include, but are not limited to:

- Story development and discovery
- Research & licensing
- Production scheduling
- Conduct 20-30 interviews
- Shoot corresponding b-roll
- Historical asset editing

- Basic graphic development and editing
- Animation development and integration

Agreement and Commission:

The documentary production company will be contracted to the Authority through a Master Services Agreement. The anticipated term of the agreement is January 1 through December 31, 2027.

Request for Qualifications Submittal:

The firm shall provide the following information as part of their response to this Request for Qualifications.

- Firm background and experience
- Experience with government entities
- Proposed team's background and experience (include resumes for each individual proposed)
- Documentary production experience
- Proposed documentary approach
- Three references

A Letter of Interest in response to this RFQ is required no later than 4:00 p.m. on Friday November 27, 2026, and should be sent to Jason Benson, Executive Director of the Metro Flood Diversion Authority via e-mail at bensonj@fmdiversion.gov.

Questions regarding this RFQ can be sent via email to Amy@NeonLoon.com no later than 4:00 p.m. on Friday, December 4, 2026. All responses to questions received by the 4th will be responded to and shared with all firms submitting a Letter of Interest. These responses will be sent no later than 4:00 p.m. on Friday, December 11, 2026.

The final Request for Qualification submittals should be sent to Jason Benson, Executive Director of the Metro Flood Diversion Authority via e-mail at bensonj@fmdiversion.gov no later than 4:00 p.m. on Wednesday, December 16, 2026.