



Diversion Board of Authority

AGENDA

3:30 P.M. - Thursday, January 28, 2021

Virtual Meeting Only

Permanent, Reliable Flood Protection

This meeting will be held online only.

1. Call to order
2. Approve minutes from previous meeting [Attachment 00.01] (Pg. 3)
3. Approve order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

- a. Financial Report [Attachment 01.00] (Pg. 11)
- b. Voucher Approval [Attachment 02.00] Pg. 43)
- c. DA Board Approval MOU and Agreement Actions [Attachment 03.00] (Pg. 52)
 - i. City of West Fargo MOU for DCAI
[Attachment 03.01] (Pg. 56)
 - ii. Magellan Pipeline Reimbursement Agreement for DCAI
[Attachment 03.02] (Pg. 102)

REGULAR AGENDA:

4. Executive Director Report [Attachment 04.00] (Pg.115)
5. General Counsel Update
 - a. WIFIA Term Sheet [Attachment 05.00] (Pg. 118)
 - b. Diversion Authority Contracting Resolution
[Attachment 06.00] (Pg. 121)
6. USACE Project Update
7. Public Outreach Update
 - a. MFDA Communication Approach
[Attachment 07.00] (Pg. 178)
 - b. Education Sessions for P3
 - c. DA Program Information Points
[Attachment 08.00] (Pg. 182)
8. Land Management Update
 - a. Property Acquisition Status Report
[Attachment 09.00] (Pg. 188)
9. Finance Update

a. Board Approval Contract Actions

[Attachment 10.00] (Pg. 198)

- i. Aconex/Oracle, MSA, Amendment 1
[Attachment 10.00a] (Pg. 201)
- ii. Industrial Builders Inc., Contract Award for WP-50D.1
[Attachment 10.01] (Pg. 207)
- iii. Industrial Builders Inc., Contract Award for WP-50D.2
[Attachment 10.02] (Pg. 209)
- iv. HMG, TO 1, Amendment 17
[Attachment 10.03] (Pg. 211)
- v. GA Group – New Services Agreement
[Attachment 10.04] (Pg. 231)
- vi. Eide Bailly – New Services Agreement
[Attachment 10.05] (Pg. 245)

10. Other Business

- a. Policy on the Disposition and Management of Comprehensive Project Excess Lands [Attachment 11.00] (Pg. 252)

11. Next Meeting: February 25, 2021

12. Adjournment

Meeting Documents are available at www.FMDiversion.gov

Media and Public Participation Information

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

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)
- Listen to the meeting by calling the conference call number
 - o Call in number: 1 (701) 404-2769
 - o Conference Code: 120 457 863#

METRO FLOOD DIVERSION AUTHORITY VIRTUAL MEETING
December 17, 2020
3:30 PM

1. CALL TO ORDER

A virtual meeting of the Metro Flood Diversion Authority was held on December 17, 2020, at 3:30 pm with the following members present: Dr. Tim Mahoney, Mayor, City of Fargo; Johnathan Judd, Mayor, City of Moorhead; Bernie Dardis, Mayor City of West Fargo; Chuck Hendrickson, Moorhead City Council Member; Dave Piepkorn, Fargo City Commission; Grant Weyland, Clay County Commissioner; John Strand, Fargo City Commissioner; Kevin Campbell, Clay County Commissioner; Mary Scherling, Cass County Commissioner; Rick Steen, Cass County Commissioner; Rodger Olson, Cass County Joint Water Resource District and Shelly Carlson, Moorhead City Council Member.

Member absent: Chad Peterson, Cass County Commissioner.

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

2. APPROVAL OF MINUTES

MOTION PASSED

Mr. Piepkorn moved and Mr. Weyland seconded to approve the minutes from November 2020. Motion carried.

3. APPROVAL ORDER OF AGENDA

MOTION PASSED

Mr. Hendrickson moved and Ms. Carlson seconded to approve the order of the agenda as presented. On a roll call vote, the motion carried.

CONSENT AGENDA APPROVAL

MOTION PASSED

Mayor Dardis moved to approve the consent agenda as presented and Mayor Judd seconded the motion. On a roll call vote, the motion carried.

4. ANNUAL EXECUTIVE DIRECTOR REPORT

Mr. Paulsen gave a 2020 Year in Review highlighting the progress that has been made and the milestones that have been met:

- Three new staff members were hired. We are currently recruiting for a finance director and compliance manager and will continue to add staff as we move forward.
- The consultant contracts were reconfigured which resulted in a savings of \$6 million.

- A settlement agreement was reached with the upstream allowing the Project to move forward.
- A concerted commitment to project funding was made:
 - \$100 million USACE funding
 - \$569 million WIFIA loan
 - \$296 PABS allocation
 - \$44 million State of ND
- Federal construction continues
 - Commitment and partnership with USACE
- Permit and Regulatory Approvals
 - Commitment to the environment and mitigation
 - Multiple permits granted and ND OSE mitigation plan approval
 - FEMA issued CLOMR
- Reduce identified risks for P3
- Changed how we will implement the public outreach program
 - **Listen**
 - -engage, connect
 - -understand audience, needs and best ways to connect
 - -tell the story we're all a part of
 - **Best Practices and Cadence**
 - -evaluate resources and tools
 - -simplify and proactive planning
 - -set a baseline standard and maintain quality
 - **Forward View**
 - -dependable channels, unified messaging
 - -future narrative looking ahead from all perspectives
- Moving forward to 2021
 - Executive Director Leadership Team
 - Legislative commitment
 - Transition from procurement to implementation
 - Taking our Federal Partnership to the next level

5. ENGINEERING DIRECTOR UPDATE

Kris Bakkegard, director of engineering, provided the following update:

2020 was a monumental year in that we have now cleared the path to move the Project into full scale execution mode. The upstream settlement has allowed us to fully engage with all project entities with much more clarity and certainty.

2020 also saw continued construction of the USACE program with noticeable features present at both the Diversion Inlet Structure and the Wild Rice River Structure. The P3 procurement has progressed to a place where we are ready to enter the final leg of establishing our partnership with a proposer. We have spent countless hours coordinating with the development teams through one-on-one meetings, reviewing innovative technical concepts, answering clarification requests, and updating the technical requirements to give the proposers clarity around what we need built and how it should be operated and maintained.

We have worked to secure project related permits throughout 2020, evaluating the need for up to 20 different permits for each component of the project. Of note, we were able to coordinate with the USACE to secure the 404 permit for the P3 channel construction. We were also able to secure the channel construction permit from the ND State Engineer's office as well. Both of these permits, I believe, were the first of their kind to be issued to a P3 project.

Coordinating with our legal team, we have been preparing upwards of 2 dozen MOU's between the Diversion Authority and entities needing to interact with the overall project. In addition, we have been coordinating with utilities within the USACE project and staging area footprints.

I see 2021 to be a huge transitional year for the Diversion Project. We will move from being predominantly in planning/design mode to predominantly construction mode. By the end of 2021:

- P3 Developer under contract
- I-29 Grade Raise under construction
- Southern Embankment Segment 1 under construction
- Drain 27 Wetland Mitigation bid & awarded
- Red River Structure bid & awarded
- Drayton Dam Mitigation bid & awarded
- Multiple other City and County led projects

We will continue to support those projects and we will also begin looking out beyond construction to develop the policies needed for future operations and maintenance of the project.

6. GENERAL COUNSEL UPDATE

Mr. Shockley did not provide an update.

7. USACE PROJECT UPDATE

Ms. Williams provided the following Project update:

1 Diversion Inlet Structure Construction

Structure includes 3-50 ft. wide Tainter gates. Placement of right dam walls and H-pile driving in stilling basin continues. Construction is 46% complete with a required completion date of 7 June 2023. Anticipated remaining schedule:

2020: Foundations/site work, control structure, dam walls.

2021: Concrete piers/abutments, control building.

2022: Install bridge deck, gates, and operating machinery.

2023: Paint gates, seed.

2024: Turf established.

2 Wild Rice River Structure Construction

Structure includes 2-40 ft. wide Tainter gates. Concrete placement for the dam walls continues and the control structure slab is complete. Construction is 14% complete with a required completion date of 22 October 2023. Anticipated schedule:

2020: Foundations/site work, control structure, approach walls, dam embankment.

2021: Dam walls, control building, dam embankment.

2022: Control building, dam embankment.

2023: Complete excavation, dam embankment, gate installation, seed.

2024: Turf established.

3 Red River Structure Design

Structure includes 3-50 ft. wide Tainter gates. The design of this critical-path feature remains on schedule. The 65% review is complete and the 95% is scheduled to begin late-April 2021. Final plans and specs are scheduled to be completed in September 2021.

4 Southern Embankment – Reach SE-1 (Western Tieback) Design

The final plans and specs were approved on 30 October 2020. Construction contract award is scheduled for 2nd quarter FY21.

5 Southern Embankment – Reach SE-2A Design

Detailed design continues and the 65% design review by the DA is scheduled to begin late-January 2021. Final plans and specifications are scheduled for November 2021. Rock Island District is also assisting with design for Reach SE-2B and detailed design is scheduled to start in January 2021.

6 I-29 Raise Design

Being designed by Houston Moore Group (HMG) and constructed by the Corps. The final plans and specifications were signed on 30 November 2020. The Prequalification of Sources was posted on 28 Oct. Award of a construction contract is anticipated in 2nd quarter FY21.

7 Drain 27 Wetland Mitigation Project Design

The 65% design review is complete and the 95% is scheduled to begin early-March 2021. Award of a construction contract is scheduled for September 2021.

8 Geomorphology Surveys

The final round of pre-project surveys are complete and a final report is due in Spring 2021.

8. PUBLIC OUTREACH UPDATE

Mr. Olson commented that the settlement with the Buffalo Red is very positive news and he is looking forward to getting the word out.

Mr. Olson also commented that 21 invites were sent to property owners to attend the CCJWRD meeting and 3 attended.

9. LAND MANAGEMENT

Mrs. Scherling reported on the following activities and achievements to date.

- Acquisitions – 31 parcels acquired since November meeting (11/12/2020 – 12/10/2020)

- Focus areas: Diversion Channel, Southern Embankment Reach 1, and I-29 Road Raise

- Cass County Commission has held 8 public meetings with property owners and authorized CCJWRD to utilize last resort eminent domain

- Appraisal Work

- Appraisals ordered for Drain 27 Wetland, Red River Control Structure, and Environmental Monitoring Easements

- Contracting for Appraisals of Upstream Structure Sites (farmsteads, rural residential, etc.)

- Policy Discussion regarding Asset Lands

- 2021 Farmland Lease Agreements being developed consistent with P3 Procurement timeline

Post-CLOMR outreach with residents has been ongoing regarding address changes, other questions, etc.

The flowage valuation easements Phase II is underway with Crown Appraisals.

Mr. Olson commented that things are going pretty well and most property owners are concerned about the valuations of their property and what is fair.

Dr. Mahoney complimented Mr. Olson on his empathy for the landowners and what they are going through with their respective situations.

10. FINANCE

Mayor Dardis commented that the 2021 cash budget was reviewed at the finance meeting and it is a significant budget. The budget increased from \$178 million to \$219 million. Important line items are the \$35 million addition for the settlement agreement and \$34 million for the numerous utility relocations that will be forthcoming.

Mr. Olson inquired how the sales tax revenues come in. March and April were down but May, June and July were up. Dr. Mahoney was surprised by the increase of sales tax during the summer. We are hoping for an overall 3% receipt.

Mr. Steen reported that we are up a little over 2% from last year (through November) in receipts and we are heading in the right direction.

Mr. Shockley commented that the budget was created on a very prudent and conservative growth model at 1.5% so we are exceeding what is in the plan.

The sources of revenue for the budget are per the following table:

2021 revenue sources:

Sales Tax City of Fargo	\$32,000,000
Sales Tax Cass County	\$16,000,000
State of North Dakota	\$109,900,000
State of Minnesota	\$0
Investment Income	\$200,000
Property Income	\$500,000
Loan or Bond Proceeds	\$0
Cash Balance Carryover	\$61,312,490
Total Sources	\$219,912,490

MOTION PASSED

Mayor Dardis moved to approve the 2021 cash budget and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

Contracting Actions

The following contracting actions were reviewed for approval:

- Ernst & Young Infrastructure Advisors - Scope of Work 5, Amendment 2 – P3 RFP Support - \$1,000,000
- Task Order 2, Amendment 0 – Phase 2 Flowage Easement Crown Appraisals, Inc. - \$649,000

MOTION PASSED

Mayor Dardis recommended that the Board approve the contracting actions as presented and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

11. OTHER BUSINESS

Compensation Study

Mr. Paulsen is recommending that a consultant be retained to do a compensation study for open positions as well as current positions. Mr. Paulsen is recommending the approval of the Gallagher team to conduct the study. The intent is to have it completed by February or March of 2021.

MOTION PASSED

Mayor Dardis moved to approve the Gallagher proposal compensation study and Mr. Steen seconded the motion. On a roll call vote, the motion carried.

Asset Land Policy

Mr. Paulsen previewed the DRAFT Asset Land policy. There is a lot of guess work on how to properly and fairly dispose of asset lands and a policy needs to be put in place.

4. KEY PRINCIPLES

4.1. Land Sold via Public Sale. It is the Authority's intent that all sales of excess lands shall be done via public sale/auction such that there is transparent and abundant opportunity for all buyers to purchase the property.

4.2. Refrain from Selling Land at a Loss. It is the Authority's intent that excess land should not be sold at a loss. At the time of a possible sale, should the land be appraised at a value less than that paid to acquire the property, the Member Entity shall refrain from selling the property until such time as the value of the land increases to an amount greater than the amount paid for the property, taking into consideration the impact(s) of the project that affect the value of the excess land.

4.3. Preference to Sell Farmland to Adjacent Property Owner. Preference should be given to adjacent landowners interested in purchasing farmland. Each adjacent property owner should be provided with notice of the sale prior to it being made available to the general public.

4.4. Taxable Parcels. Excess property should continue to generate revenue for the county in the form of taxes. Consistent with the Authority's intent, Member Entity's will ensure the property will remain a taxable parcel by refraining from selling the property (other than at public auction) to parties not required to pay taxes on said property, such as other governmental entities and non-profit organizations unless approved otherwise by the Diversion Authority Board.

4.5. Option to Hold Certain Land Long-Term. Consistent with the Authority's intent to recoup its investment in real property, should the Member Entity determine that it would be in the best interest of the Authority to retain ownership of certain excess property for a period of time in order to increase its return on investment or manage its long-term risk, the Member Entity will refrain from selling said land until the determination is made that it is in the Authority's best interest to sell the land.

Mr. Paulsen has asked the Board for their input so that a policy can be brought to the Board in January for approval. We need to be fair to all that will be impacted.

Executive Director Review

Dr. Mahoney asked the members to complete their evaluations on Mr. Paulsen and submit them by Friday so he and Mr. Shockley can compile the results.

Farewell to Mr. Grant Weyland and Dr. Mahoney

Dr. Mahoney thanked and commended Mr. Weyland for his years of service on the Board and for all of his hard work. Mr. Weyland was grateful for the comments and indicated how he has enjoyed his service. He wished all well on the Project as it moves forward.

Mr. Paulsen thanked Dr. Mahoney for his service as the chair and for all of his accomplishments. Mayor Judd commented that as the incoming chair, he has some big shoes to fill.

12. NEXT MEETING

The next meeting will be January 28, 2021.

13. ADJOURNMENT

The meeting adjourned at 4:31 pm.

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 12/31/20

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Cumulative Totals
Revenues											
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	42,565,943	30,112,100	30,150,091	32,835,957	25,293,683	223,810,058
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	115,636,848	13,925,658	14,305,401	15,637,755	11,331,338	233,689,284
State Water Commission	-	-	3,782,215	602,918	31,056,740	104,501,111	25,892,783	9,227,010	26,655,616	56,321,847	258,040,239
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	-	706,805
City of Oxbow MOU Repayment	-	-	-	-	-	428,392	1,158,044	-	358,178	878,020	2,822,634
Reimbursements	-	-	-	-	-	33,880	44,719	27,396	22,600	40,007	168,602
Lease/Rental Payments	-	-	17,358	154,180	180,341	260,806	354,466	527,903	653,883	712,774	2,861,710
Asset Sales	-	-	-	616,774	315,892	175,190	114,479	-	-	13,234	1,235,569
Interest Income	-	-	-	-	-	-	505,157	1,246,875	1,885,896	1,078,373	4,716,301
Miscellaneous	-	-	226	626	427	-	2,600	356	-	-	4,235
Total Revenues	984,750	17,005,957	19,517,491	44,425,900	94,465,339	250,341,802	72,110,007	55,485,032	78,049,884	95,669,275	728,055,438
Expenditures											
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	309,020	729,947	849,081	1,201,725	1,749,305	5,806,561
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,975,689	2,907,309	2,142,880	2,516,133	2,851,947	35,909,545
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	9,315,429	15,211,372	6,817,589	8,326,357	8,568,619	68,917,827
7925 WIK - Recreation	-	163,223	-	-	-	-	-	-	40,000	75,000	278,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	52,472,770	38,286,144	8,114,895	30,223,861	57,476,399	266,191,324
7931 LERRDS - Minnesota	-	27,996	287,907	13,068	32,452	1,815,566	25,949	4,914	5,352	2,372,076	4,585,280
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	256,326	69,283	12,357	86,117	1,011,263
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	43,084,726	5,267,083	4,384,090	18,183,794	9,610,935	101,538,321
7951 Construction - Minnesota	-	-	-	-	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	791,619	10,907,637	4,111,617	369,936	805,746	33,313,061
7955 Construction Management	-	-	-	556,209	2,867,422	5,746,224	1,002,575	296,092	685,741	424,057	11,578,319
7980 Operations & Maintenance	-	-	-	-	-	6,403	28,538	41,493	35,328	8,824	120,586
7990 Project Financing	-	50,000	70,000	216,376	566,600	6,944,623	6,914,504	9,879,405	11,434,046	11,433,726	47,509,280
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	(0)	-	-	-	-	221,568	-	-	-	221,684
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	170,741,069	82,988,952	36,711,339	73,034,630	95,462,753	630,140,274

**FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
December 31, 2020**

	<u>Amount</u>
Assets	
Cash	\$ 88,721,468
Receivables	
State Water Commission *	9,404,526
Prepaid Expense	273,042
Total assets	<u>98,399,036</u>
 Liabilities	
Retainage payable	472,921
Rent Deposit	10,950
Total liabilities	<u>483,871</u>
 NET POSITION	 <u><u>\$ 97,915,165</u></u>

* Receivable balance is as of 11/30/2020

FM Metropolitan Area Flood Risk Management Project
FY 2019 Summary Cash Budget Report (In Thousands)
As of 31 Dec 2020

	2020 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	31,425	3,125	32,772			
Cass County	16,724	1,313	12,905			
State of ND - 50 % Match	56,870	1,071	55,599			
State of ND - 100% Match	-	-	13,661			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
City of Oxbow MOU Reimbursement	-	60	592			
Financing Proceeds	900	93	721			
Reimbursements	-	-	38			
Sales of Assets	-	-	-			
Property Income	-	42	727			
Miscellaneous	32,640	-	13			
Total Revenue Sources	138,559	5,703	117,029	-	-	21,529
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	7,744	672	8063	104%	2,484	(2,803)
Southern Embankment & Assoc. Infrastructure	1,373	142	2211	161%	433	(1,272)
Other Mitigation Projects	2,872	774	892	31%	3,553	(1,573)
In-Town Flood Protection	24,894	2,670	11158	45%	170	13,566
Enabling Work / Other	26	0	0	0%	-	26
Land Acquisition & Mitigation	71,079	20,446	58100	82%	32,530	(19,551)
Engineering & Design Fees	3,135	293	3003	96%	3,418	(3,285)
Program Management	16,244	825	12633	78%	65,624	(62,013)
Contingency	-	-	0	0%	-	-
Debt Service	11,100	1,432	8054	73%	1,241	1,806
Maintenance	90	-	35	39%	-	55
Total Appropriations	138,559	27,255	104,150	75%	109,453	(75,043)

METRO FLOOD DIVERSION AUTHORITY

Tuesday, January 12, 2021

Data Through Date: Thursday December, 31 2020

Summary of Expenses**EXP-2020-12**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-0000-206.10-00	12/23/2020	308395	INDUSTRIAL BUILDERS INC	\$19,823.20	Retainage PO 211228	V06001	WP50B-STRUCTURE REMOVALS
790-0000-206.10-00	12/31/2020	308672	SCHMIDT AND SONS CONSTRUCTION INC	\$10,137.69	Retainage PO 206091	V03802	PROPERTY STRUCTR MITIGATN
790-0000-206.10-00	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$5,014.15	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-0000-206.10-00	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$9,311.14	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-0000-206.10-00	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$2,377.94	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
Retainage				\$46,664.12			
790-7910-429.11-00	12/10/2020	307968	CASS COUNTY FINANCE	\$37,770.83	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.11-00	12/31/2020	308540	CASS COUNTY FINANCE	\$51,937.50	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Full Time Staff / Salary				\$89,708.33			
790-7910-429.20-01	12/10/2020	307968	CASS COUNTY FINANCE	\$2,882.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.20-01	12/31/2020	308540	CASS COUNTY FINANCE	\$3,396.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Health Insurance				\$6,278.00			
790-7910-429.20-03	12/10/2020	307968	CASS COUNTY FINANCE	\$120.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.20-03	12/31/2020	308540	CASS COUNTY FINANCE	\$160.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Dental Insurance				\$280.00			
790-7910-429.21-01	12/10/2020	307968	CASS COUNTY FINANCE	\$1,286.33	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.21-01	12/31/2020	308540	CASS COUNTY FINANCE	\$2,161.63	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / FICA 6.2%				\$3,447.96			
790-7910-429.21-02	12/10/2020	307968	CASS COUNTY FINANCE	\$533.33	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.21-02	12/31/2020	308540	CASS COUNTY FINANCE	\$738.04	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Medicare 1.45%				\$1,271.37			
790-7910-429.22-07	12/10/2020	307968	CASS COUNTY FINANCE	\$4,630.70	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.22-07	12/31/2020	308540	CASS COUNTY FINANCE	\$6,367.54	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Employee Benefits / Retirement Diversion				\$10,998.24			
790-7910-429.25-00	12/10/2020	307968	CASS COUNTY FINANCE	\$9.65	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.25-00	12/31/2020	308540	CASS COUNTY FINANCE	\$34.00	SALARY REIMBURSEMENT	V00106	ED & STAFF-PR/ADMIN EXP
Workers Compensation / Unemployment				\$43.65			
790-7910-429.33-20	12/21/2020	JB12200024	CITY OF FARGO-AUDITORS OFFICE	\$5,378.90	CHARGE FOR COF TIME-12/20	V00102	General & Admin. WIK
Other Services / Accounting Services				\$5,378.90			
790-7910-429.33-25	12/23/2020	308366	ERIK R JOHNSON & ASSOCIATES	\$833.00	GENERAL LEGAL MATTERS	V00102	General & Admin. WIK

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790-7910-429.33-25	1/4/2020	832	P CARD BMO	\$83,721.35	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$84,554.35			
790-7910-429.34-20	12/10/2020	307968	CASS COUNTY FINANCE	\$1,000.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Technical Services / Marketing/PR Services				\$1,000.00			
790-7910-429.38-68	1/4/2020	832	P CARD BMO	\$3,000.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Other Services / Lobbyist				\$3,000.00			
790-7910-429.43-50	12/10/2020	307968	CASS COUNTY FINANCE	\$261.33	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.43-50	12/8/2020	MZ20201301	CITY OF FARGO-AUDITORS OFFICE	-\$273,042.28	12.31.20 PREPAID	V01401	8 Year Service Agreement
Repair and Maintenance / Maintenance Service Contracts				-\$272,780.95			
790-7910-429.53-20	12/10/2020	307968	CASS COUNTY FINANCE	\$142.59	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.53-20	12/31/2020	308540	CASS COUNTY FINANCE	\$142.62	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Communications / Cellular Phone Service				\$285.21			
790-7910-429.53-60	12/10/2020	307968	CASS COUNTY FINANCE	\$400.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Communications / Other Communications				\$400.00			
790-7910-429.59-10	12/10/2020	307968	CASS COUNTY FINANCE	\$180.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Due & Membership Instate				\$180.00			
790-7910-429.59-11	12/31/2020	308540	CASS COUNTY FINANCE	\$165.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Due & Membership Outstate				\$165.00			
790-7910-429.59-21	12/31/2020	308540	CASS COUNTY FINANCE	\$50.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Education / Seminar & Conference Outstate				\$50.00			
790-7910-429.61-10	12/10/2020	307968	CASS COUNTY FINANCE	\$808.68	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.61-10	12/31/2020	308540	CASS COUNTY FINANCE	\$1,004.17	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
General Supplies / Office Supplies				\$1,812.85			
790-7910-429.68-30	12/10/2020	307968	CASS COUNTY FINANCE	\$1,784.29	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.68-30	12/31/2020	308540	CASS COUNTY FINANCE	\$148.98	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Miscellaneous / Meeting Incidentals				\$1,933.27			
790-7910-429.74-11	12/10/2020	307968	CASS COUNTY FINANCE	\$7,154.98	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.74-11	12/31/2020	308540	CASS COUNTY FINANCE	\$865.92	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP

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Capital Outlay / Computer Equipment				\$8,020.90			
790-7910-429.74-12	12/10/2020	307968	CASS COUNTY FINANCE	\$868.35	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.74-12	12/31/2020	308540	CASS COUNTY FINANCE	\$288.33	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
Capital Outlay / Computer Software				\$1,156.68			
790-7915-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$2,160.00	MOORE ENGINEERING, INC	V01201	Cass Joint Water ROE
790-7915-429.33-05	12/3/2020	307873	HOUSTON-MOORE GROUP LLC	\$1,888.00	HYDROLOGY & HYDRAULIC MOD	V01625	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	12/3/2020	307838	AECOM TECHNICAL SERVICES, INC	\$14,024.88	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$1,416.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$6,009.40	PERMIT SUBMITTAL & PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$11,161.25	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$68,205.58	GRADE RAISE DESIGN	V01620	SEAI-129 GRADE RAISE DSGN
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$6,635.50	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$8,598.00	HYDOLOGY/HYDRAULIC MODEL	V01625	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$118,299.67	TASK 26 WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	12/23/2020	308320	AECOM TECHNICAL SERVICES, INC	\$5,940.50	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,080.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	1/4/2021	JB13200004	CITY OF FARGO-AUDITORS OFFICE	\$48,800.70	ADVANCED ENGINEERING INC	V05901	SW INFRASTRUCTURE STUDY
Other Services / Engineering Services				\$294,219.48			
790-7920-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$67,958.80	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
Other Services / Engineering Services				\$67,958.80			
790-7920-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	\$517,346.81	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	\$381,360.75	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$898,707.56			
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$824.00	PROSOURCE TECHNOLOGIES LL	V01203	Cass Joint Water OHB
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$3,128.00	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$28,065.90	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$23,621.02	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$69,840.09	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307873	HOUSTON-MOORE GROUP LLC	\$14,255.04	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	12/17/2020	308127	ADVANCED ENGINEERING INC	\$236,389.84	10/17-11/6 DIVERSION PROJ	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$8,426.25	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	12/31/2020	308514	ADVANCED ENGINEERING INC	\$208,743.63	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES

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790-7930-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$3,072.50	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$25,443.71	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$621,809.98			
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$410.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$426.50	OHNSTAD TWICHELL, P.C	V01203	Cass Joint Water OHB
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,346.66	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$8,358.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$7,233.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$28,237.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$2,921.50	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$6,841.46	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$7,133.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$936.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$6,113.50	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$17,833.93	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$5,009.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$4,266.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$5,925.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,224.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$355.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$79.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$397.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,699.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$5,372.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$2,094.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$2,489.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	1/4/2020	832	P CARD BMO	\$2,883.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$164.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$31,861.41	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$2,787.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$5,248.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$16,646.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

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790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$15,274.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$13,018.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$2,583.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$4,258.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$2,200.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$6,435.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$144.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$3,215.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$413.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$273.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$372.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,949.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,406.03	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,018.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$549.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$3,929.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$3,318.52	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$2,058.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$683.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$565.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$386.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$562.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$243,117.51			
790-7930-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	\$9,106.81	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$9,106.81			
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	CECILIA KVANDE LOE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	LEO & SHIRLEY RICHARD	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ROSELLA BELLEMARE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	JEFFREY DONAT TRUST	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,000.00	VIVIAN BAILEY REVOCABLE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$500.00	CHERYL EVERT ETAL	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$4,750.00	DAVID GERMANSON	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ROB & JENNIFER NEUTEBOOM	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	RONALD & BRAUN KNUTSON	V01201	Cass Joint Water ROE

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790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,250.00	ORTEN PERHUS	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,750.00	LARRY BRANDT RLT RESIDUAR	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,000.00	RAYMOND KVALVOG	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DAVID & EMILY RADEBAUGH	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,500.00	JEFFREY DONAT TRUST	V01704	ND LAND - BIOTIC GEO MORP
Technical Services / Right of Entry Requests				\$14,000.00			
790-7930-429.41-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
Utility Services / Water and Sewer				\$104.10			
790-7930-429.52-10	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$70.21	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$613.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$683.21			
790-7930-429.52-70	12/10/2020	308113	WATTS AND ASSOCIATES, INC	\$70,599.68	CROP LOSS PROGRAM	V06901	CROP INSURANCE DEVELOPMNT
790-7930-429.52-70	12/23/2020	308500	WATTS AND ASSOCIATES, INC	\$30,717.20	DEVELOP CROP LOSS PROGRAM	V06901	CROP INSURANCE DEVELOPMNT
Insurance / Crop Loss				\$101,316.88			
790-7930-429.61-50	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$7.40	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
790-7930-429.61-50	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$28.08	UPS	V01201	Cass Joint Water ROE
790-7930-429.61-50	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$0.50	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
790-7930-429.61-50	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$26.10	UPS	V01201	Cass Joint Water ROE
790-7930-429.61-50	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$8.74	UPS	V01201	Cass Joint Water ROE
General Supplies / Postage				\$70.82			
790-7930-429.62-51	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$67.71	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$42.40	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$21.04	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$49.14	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$126.73	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$77.70	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Electricity				\$384.72			
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$183,900.00	PRAIRIE SCALE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$9,369.20	TWO MEN AND A TRUCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$38,003.50	SCHIELE ENTERPRISES	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$570.00	MARTIN JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$525.00	PAMELA VERDI	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$670.00	JON GREENLEY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$500.00	GREG BAUMAN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$800.00	DAVE WEBER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$800.00	WILLIAM ZIEGLER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$570.00	JORDAN WHITE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$4,993.00	BRADLEY JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$2,988.00	DAVID & LUANN BRAKKEN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$5,700.00	RCLS PRAIRIE SCALE SYSTMS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$58,000.00	RCLS PRAIRIE SCALE SYSTMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$179,988.70			
790-7930-429.67-12	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$5,700.00	RCLS PRAIRIE SCALE SYSTMS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$58,000.00	RCLS PRAIRIE SCALE SYSTMS	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Commercial Buildings				\$63,700.00			
790-7930-429.68-10	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$20.71	CASS COUNTY HIGHWAY DEPT	V01201	Cass Joint Water ROE
Miscellaneous / Miscellaneous				\$20.71			
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$688,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$34,800.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$750,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$232,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$440,600.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$6,830.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$508,600.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,074,200.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,130,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$965,290.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,587,744.87	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$4,087.90	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$231,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$134,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,504,810.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$1,896,540.31	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	\$721,469.68	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$713,530.32	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$509,950.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$37,038.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$311,834.18	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$322,466.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$56,040.74	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$42,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$19,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$173,246.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$18,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$164,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,000.00	LEO DUBORD	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$31,728.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$24,709.98	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$490,628.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$389,702.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$423,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$604,869.91	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,427,000.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,723,500.00	CASS COUNTY CLERK OF COUR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/30/2020	JB12200036	CITY OF FARGO-AUDITORS OFFICE	\$2,100.00	RCLS OIN 1131 DEPOSIT/RNT	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/30/2020	JB12200036	CITY OF FARGO-AUDITORS OFFICE	-\$1,000.00	OIN 0826 - DEPOSIT RETRN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/30/2020	JB12200036	CITY OF FARGO-AUDITORS OFFICE	\$500.00	OIN 227H - 2 MONTHS RENT	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$19,397,815.89			
790-7930-429.73-20	12/23/2020	308395	INDUSTRIAL BUILDERS INC	\$3,080.00	PROPERTY STRUUCTIRE MITIG	V06001	WP50B-STRUCTURE REMOVALS
790-7930-429.73-20	12/31/2020	308672	SCHMIDT AND SONS CONSTRUCTION INC	\$59,328.20	PROPERTY STRUCTURE MITIGA	V03802	PROPERTY STRUCTR MITIGATN
Infrastructure / Site Improvements				\$62,408.20			
790-7931-429.33-05	12/31/2020	308549	CLAY COUNTY AUDITOR	\$7,133.60	PROSOURCE TECHNOLOGIES	V06201	MCCJPA - MN ROE
790-7931-429.33-05	12/31/2020	308549	CLAY COUNTY AUDITOR	\$830.50	SRF CONSULTING	V06201	MCCJPA - MN ROE
Other Services / Engineering Services				\$7,964.10			
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$455.00	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$3,399.03	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE

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790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$851.50	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$450.00	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$9,259.50	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$4,526.50	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
790-7931-429.33-25	12/31/2020	308549	CLAY COUNTY AUDITOR	\$45.00	OHNSTAD TWICHELL	V06201	MCCJPA - MN ROE
Other Services / Legal Services				\$18,986.53			
790-7931-429.34-65	12/3/2020	307854	CLAY COUNTY AUDITOR	\$1,000.00	THE CITY OF GEORGETOWN	V02304	MN LAND - BIOTIC GEO MORP
790-7931-429.34-65	12/31/2020	308549	CLAY COUNTY AUDITOR	\$500.00	SCOTT & RUTH BLILIE	V02301	MN LAND PURCHASES
790-7931-429.34-65	12/31/2020	308549	CLAY COUNTY AUDITOR	\$250.00	LUTHER & SHELLY BLILIE	V02301	MN LAND PURCHASES
Technical Services / Right of Entry Requests				\$1,750.00			
790-7931-429.54-10	12/3/2020	307854	CLAY COUNTY AUDITOR	\$30.00	THE HAWLEY HERALD	V06201	MCCJPA - MN ROE
Advertising / Legal Publications				\$30.00			
790-7931-429.62-51	12/3/2020	307854	CLAY COUNTY AUDITOR	\$62.76	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
790-7931-429.62-51	12/3/2020	307854	CLAY COUNTY AUDITOR	\$36.35	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
790-7931-429.62-51	12/31/2020	308549	CLAY COUNTY AUDITOR	\$126.52	LAKE REGION ELECTRIC COOP	V02301	MN LAND PURCHASES
790-7931-429.62-51	12/31/2020	308549	CLAY COUNTY AUDITOR	\$56.40	RED RIVER VALLEY COOP	V02301	MN LAND PURCHASES
Energy / Electricity				\$282.03			
790-7931-429.67-11	12/3/2020	307854	CLAY COUNTY AUDITOR	\$10,000.00	MICHAEL / CAROLYN HANDLOS	V02301	MN LAND PURCHASES
790-7931-429.67-11	12/3/2020	307854	CLAY COUNTY AUDITOR	\$16,083.73	MICHAEL / CAROLYN HANDLOS	V02301	MN LAND PURCHASES
790-7931-429.67-11	12/3/2020	307854	CLAY COUNTY AUDITOR	\$40,000.00	KEVIN OR KENDRA BINGER	V02301	MN LAND PURCHASES
Relocation / Residential Buildings				\$66,083.73			
790-7940-429.33-06	12/10/2020	307963	BRAUN INTERTEC CORP	\$11,514.25	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	12/23/2020	308337	BRAUN INTERTEC CORP	\$31,525.00	TESTING SERVICES	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	12/31/2020	308534	BRAUN INTERTEC CORP	\$330.75	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
Other Services / Quality Control Testing				\$43,370.00			
790-7940-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$292.50	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
790-7940-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,189.00	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
Other Services / Legal Services				\$1,481.50			
790-7950-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$335.00	MOORE ENGINEERING, INC.	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$104.50	City of Fargo	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$6,708.25	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD

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790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$8,666.23	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$4,412.25	HOUSTON ENGINEERING INC	V05415	FLOOD MIT-PRAIRIE ROSE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$5,845.75	HOUSTON ENGINEERING INC	V05415	FLOOD MIT-PRAIRIE ROSE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$26,218.53	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$16,085.90	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$9,458.84	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$46,915.48	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$14,200.42	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,890.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$3,837.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$352.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$144,454.40	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$27,810.10	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$35,719.60	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$15,941.88	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$39,465.30	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$99,468.17	City of Fargo	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$264.00	City of Fargo	V05423	FLOOD MIT-BISON MEADOWS
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$12,011.96	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$697.75	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$201.10	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,244.96	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$21.44	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$15.10	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1.80	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$785.50	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$555.42	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$13,615.54	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,087.50	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$8,594.01	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$54,222.39	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,045.00	HOUSTON ENGINEERING INC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$8,389.40	City of Fargo	V05412	DEMO - CITY WIDE
Other Services / Engineering Services				\$610,642.47			
790-7950-429.33-06	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$938.50	BRAUN INTERTEC CORP	V05404	LEVEE-OAKCREEK/COPPERFLD

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790-7950-429.33-06	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$959.50	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
Other Services / Quality Control Testing				\$1,898.00			
790-7950-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$6,155.00	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	\$1,714.50	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,856.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,975.40	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$325.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$410.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,856.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$107.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$638.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$107.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
Other Services / Legal Services				\$17,144.90			
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,280.27	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,547.57	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,082.73	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$9,720.00	RM HOEFS & ASSOCIATES INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$1,309.83	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$947.44	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,307.81	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
Other Services / Appraisal Services				\$19,195.65			
790-7950-429.34-76	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$401.40	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
Technical Services / Televised SWR Inspection				\$401.40			
790-7950-429.38-99	12/31/2020	308540	CASS COUNTY FINANCE	\$243.86	MISC EXPENSES	V04201	DUST/TRAFFIC CONTRL-INLET
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$60.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$756.25	FISCHER, TIMOTHY SCOTT	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$54,754.81	CENTURYLINK ASSET ACCOUNT	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$20.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$20.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$122.48	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$60.04	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$120.28	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$59.75	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN

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790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$112.96	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$62.21	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$259.98	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$519.56	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$578.18	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$262.99	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$262.94	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$301.06	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$101.73	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$73.09	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$44.26	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$88.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$621.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$54.63	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$74.37	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$48.86	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$74.92	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$46.83	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$50.03	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
Other Services / Other Services				\$59,855.07			
790-7950-429.54-10	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$361.05	THE FORUM	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.54-10	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$336.15	P CARD BMO	V05412	DEMO - CITY WIDE
Advertising / Legal Publications				\$697.20			
790-7950-429.62-50	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$30.60	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$34.26	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
Energy / Natural Gas				\$64.86			
790-7950-429.62-51	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$125.41	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$142.68	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
Energy / Electricity				\$268.09			
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$168.71	RCLS MONTPLAISIR, MARJORI	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$3,988.44	RCLS FETTES TRANSPORT EXP	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$355.00	RCLS MONTPLAISIR, MARJORI	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$585.00	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN

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790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$2,009.00	RCLS KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$9,322.72	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$13,662.72	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$5,084.75	RCLS THORSETH, ROGER	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$1,788.00	RCLS THORSETH, ROGER	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$2,662.20	RCLS KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	\$31,720.00	RCLS BARNUM, PEGGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,011.00	NELSON, BARRY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$12,449.64	TWO MEN AND A TRUCK	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$5,554.15	BARNUM, PEGGY	V05408	FLOOD MIT-ROYAL OAKS AREA
Relocation / Residential Buildings				\$91,361.33			
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$168.71	RCLS MONTPLAISIR, MARJORI	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$3,988.44	RCLS FETTES TRANSPORT EXP	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$355.00	RCLS MONTPLAISIR, MARJORI	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$585.00	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$2,009.00	RCLS KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$9,322.72	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$13,662.72	RCLS MIDWEST MOVING COMP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$5,084.75	RCLS THORSETH, ROGER	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$1,788.00	RCLS THORSETH, ROGER	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$2,662.20	RCLS KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	12/8/2020	JB12200001	CITY OF FARGO-AUDITORS OFFICE	-\$31,720.00	RCLS BARNUM, PEGGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$166,981.00	MUNICIPAL AIRPORT AUTHORI	V05422	FLOOD MIT - NORTH SIDE
Land / Land Purchases				\$95,634.46			
790-7950-429.73-20	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$38,500.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-20	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$1,500.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Site Improvements				-\$40,000.00			
790-7950-429.73-52	12/31/2020	308599	INDUSTRIAL BUILDERS INC	\$39,335.00	2 ST & MAIN FLOOD MITIGAT	V02825	2ND ST S FLOOD MITIGATION
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$58,037.20	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$219,360.93	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$445,697.06	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$944,947.62	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$2,640.00	KPH, INC	V05423	FLOOD MIT-BISON MEADOWS

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790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$30,169.67	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	\$49,529.64	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$3,500.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$95,268.85	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$26,823.55	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$176,911.77	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$3,568.00	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.73-52	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	\$135,535.66	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
Infrastructure / Flood Control				\$2,170,677.85			
790-7950-429.73-56	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$480.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Sidewalk & Bike Paths				-\$480.00			
790-7950-429.73-58	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$30,000.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-58	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$2,900.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-58	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$26,978.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-58	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$1,314.50	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
Infrastructure / Storm Sewer System				-\$61,192.50			
790-7950-429.73-59	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$8,800.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-59	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$24,568.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-59	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$90,533.36	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Street & Roadway System				-\$123,901.36			
790-7950-429.73-61	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$500.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
Infrastructure / Traffic Control				-\$500.00			
790-7950-429.73-62	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$1,800.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-62	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$109,552.50	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
Infrastructure / Water Infrastructure				-\$111,352.50			
790-7950-429.73-63	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$1,800.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-63	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$9,450.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Wastewater Infrastructure				-\$11,250.00			
790-7950-429.73-66	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$9,600.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-66	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$2,500.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT

METRO FLOOD DIVERSION AUTHORITY

Tuesday, January 12, 2021

Data Through Date: Thursday December, 31 2020

Summary of Expenses**EXP-2020-12**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
Infrastructure / Landscaping				-\$12,100.00			
790-7950-429.73-67	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$500.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-67	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$30,614.60	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
Infrastructure / Site Gradings & Incintals				-\$31,114.60			
790-7950-429.73-68	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$40.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Signage & Striping				-\$40.00			
790-7950-429.73-69	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$4,790.40	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-69	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$492.60	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-69	1/5/2021	JB13200009	CITY OF FARGO-AUDITORS OFFICE	-\$450.00	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
Infrastructure / Erosion & Sediment Control				-\$5,733.00			
790-7950-429.73-70	12/17/2020	308245	NUSTAR PIPELINE OPERATING PTR, L.P.	\$131,650.88	PIPELINE RELOCATION	V06301	CHANNEL UTILITY RELOCATN
Infrastructure / Utilities				\$131,650.88			
790-7952-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	\$48,888.86	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
Other Services / Engineering Services				\$48,888.86			
790-7952-429.73-52	12/3/2020	307878	KPH, INC	\$681,402.00	RING LEVEE	V06601	OHB RING LEVEE WP-43D5
Infrastructure / Flood Control				\$681,402.00			
790-7955-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$8,432.16	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
Other Services / Engineering Services				\$8,432.16			
790-7990-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	\$4,399.00	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
Other Services / Engineering Services				\$4,399.00			
790-7990-429.33-25	12/10/2020	307956	ASHURST LLP	\$86,355.45	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	1/4/2020	832	P CARD BMO	\$31,880.14	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$118,235.59			
790-7990-429.33-47	12/23/2020	308449	PROGRAM ADVISOR SERVICES, LLC	\$34,500.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
Other Services / Consulting Services				\$34,500.00			
790-7990-429.34-55	12/3/2020	307860	ERNST & YOUNG INFRASTRUCTURE	\$63,867.70	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	12/17/2020	308137	AON RISK SERVICES CENTRAL, INC	\$19,206.25	RISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
Technical Services / Financial Advisor				\$83,073.95			

METRO FLOOD DIVERSION AUTHORITY

Tuesday, January 12, 2021

Data Through Date: Thursday December, 31 2020

Summary of Expenses**EXP-2020-12**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7990-520.80-20	12/17/2020	308156	CASS COUNTY FINANCE	\$52,373.33	OCT DIVERSION INTEREST	V02906	\$100M 2017 CASS WF ADVANC
790-7990-520.80-20	12/17/2020	308156	CASS COUNTY FINANCE	\$47,472.20	NOV DIVERSION INTEREST	V02906	\$100M 2017 CASS WF ADVANC
790-7990-520.80-20	12/14/2020	JB12200013	CITY OF FARGO-AUDITORS OFFICE	\$23,190.94	11.2.20 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
790-7990-520.80-20	12/21/2020	JB12200028	CITY OF FARGO-AUDITORS OFFICE	\$1,283,920.00	12.1.20 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
790-7990-520.80-20	1/5/2021	JB13200010	CITY OF FARGO-AUDITORS OFFICE	\$21,021.23	12.1.20 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
Debt Service / Interest on Bonds				\$1,427,977.70			
790-7990-520.80-32	12/21/2020	JB12200028	CITY OF FARGO-AUDITORS OFFICE	\$3,900.00	12.1.20 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$3,900.00			
Total Amount Invoiced this period				\$27,301,846.60			
				\$46,664.12	Less Paid Retainage		
				\$27,255,182.48	Total Less Paid Retainage		

FM Metropolitan Area Flood Risk Management Project Cumulative Vendor Payments Since Inception As of December 31, 2020				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 279,979,816.01	\$ 247,883,903.58	\$ 32,095,912.43	O/H/B Ring Levee, DPAC, Postage, Miscellaneous
CH2M HILL ENGINEERS INC	\$ 116,576,718.02	\$ 65,237,795.86	\$ 51,338,922.16	Project & Construction Management
HOUSTON-MOORE GROUP LLC	\$ 54,101,322.59	\$ 50,679,800.46	\$ 3,421,522.13	Engineering Services
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
INDUSTRIAL BUILDERS INC	\$ 50,764,123.44	\$ 48,378,222.65	\$ 2,385,900.79	2nd St N Pump Station Project and 2nd St Floodwall, South of Pu
CITY OF FARGO	\$ 46,634,774.14	\$ 46,634,774.14	\$ -	Utility Relocation, Accounting Svcs, Interest on Deficit Funds
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	4th St Pump Station and 2nd Street Floodwall
ADVANCED ENGINEERING INC	\$ 16,110,194.11	\$ 2,795,550.33	\$ 13,314,643.78	Public Outreach
OXBOW, CITY OF	\$ 15,529,426.94	\$ 15,185,091.17	\$ 344,335.77	OXBOW MOU - LAND ADVANCE
MEYER CONTRACTING INC	\$ 12,097,879.84	\$ 12,097,879.84	\$ -	WP-43CD and Gatewell - PVD & Surcharge Installation
DORSEY & WHITNEY LLP	\$ 10,406,999.91	\$ 10,406,999.91	\$ -	Legal Services
CASS COUNTY FINANCE	\$ 8,734,169.89	\$ 8,734,169.89	\$ -	Property Taxes and Bank Loan Advance DS Payments
ASHURST LLP	\$ 7,795,542.81	\$ 5,441,577.91	\$ 2,353,964.90	PPP Legal Counsel
OHNSTAD TWICHELL PC	\$ 5,428,674.41	\$ 5,428,674.41	\$ -	Legal Services
ERNST & YOUNG INFRASTRUCTURE	\$ 5,377,000.00	\$ 4,136,255.00	\$ 1,240,745.00	P3 Financial Advisory Services
CLAY COUNTY AUDITOR	\$ 2,824,980.18	\$ 2,362,544.88	\$ 462,435.30	Property Taxes - MN
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	EIS Scoping and Permit Application
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
OXBOW MOU LAND ADVANCE	\$ 2,383,317.16	\$ 2,383,317.16	\$ -	Land Purchase
LANDWEHR CONSTRUCTION INC	\$ 2,304,622.16	\$ 2,304,622.16	\$ -	In-Town and WP-43 Demolition Contracts
URS CORPORATION	\$ 1,805,670.90	\$ 1,805,670.90	\$ -	Cultural Resources Investigations
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
HOUGH INCORPORATED	\$ 1,639,524.33	\$ 1,639,524.33	\$ -	Construction WP-42F.2 and Oxbow River Intake & Pumping Syst
REINER CONTRACTING INC	\$ 1,599,646.21	\$ 1,599,646.21	\$ -	El Zagal Flood Risk Management
CONSOLIDATED COMMUNICATIONS	\$ 1,063,096.11	\$ 1,063,096.11	\$ -	Utility Relocation
KPH, INC	\$ 1,038,423.86	\$ 681,402.00	\$ 357,021.86	WP-43D5 Construction
ORACLE AMERICA, INC	\$ 1,015,290.00	\$ 388,030.72	\$ 627,259.28	Electronic Data Mgmt and Record Storage System
TERRACON CONSULTING ENGINEERS	\$ 909,149.49	\$ 884,070.41	\$ 25,079.08	Materials Testing
SCHMIDT AND SONS CONSTRUCTION	\$ 867,196.86	\$ 541,431.86	\$ 325,765.00	Residential Demolition in Oxbow
RILEY BROTHERS CONSTRUCTION	\$ 807,871.82	\$ 807,871.82	\$ -	Construction - OHB Ring Levee & WP-28A
XCEL ENERGY	\$ 753,515.88	\$ 753,515.88	\$ -	Utility Relocation
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
PROGRAM ADVISOR SERVICES, LLC	\$ 650,000.00	\$ 486,277.97	\$ 163,722.03	Program Consulting Services
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance Debt Service Payments

FM Metropolitan Area Flood Risk Management Project Cumulative Vendor Payments Since Inception As of December 31, 2020				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 563,902.03	\$ 563,902.03	\$ -	Legal Services
CROWN APPRAISALS INC	\$ 532,500.00	\$ 532,500.00	\$ -	Flowage Easements Valuation and Appraisal Services
BRAUN INTERTEC CORP	\$ 526,589.25	\$ 468,635.86	\$ 57,953.39	Materials Testing
RED RIVER BASIN COMMISSION	\$ 501,000.00	\$ 501,000.00	\$ -	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA NURSERY&LAN	\$ 489,029.39	\$ 474,879.79	\$ 14,149.60	General Landscaping and Planting (WP-42G)
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
NUSTAR PIPELINE OPERATING PTR,	\$ 459,693.17	\$ 442,844.05	\$ 16,849.12	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	\$ 421,200.20	\$ 197,886.55	\$ 223,313.65	Engineering Services
CASS RURAL WATER USERS DIST	\$ 374,529.00	\$ 372,522.50	\$ 2,006.50	Utilities and Utility Relocation WP43CD
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 368,858.35	\$ -	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 356,145.00	\$ 356,145.00	\$ -	Ag Risk Study Services
AON RISK SERVICES CENTRAL, INC	\$ 330,000.00	\$ 219,163.50	\$ 110,836.50	Risk Advisory Services P3 Pre-Award
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System
AECOM TECHNICAL SERVICES, INC	\$ 304,626.00	\$ 122,955.10	\$ 181,670.90	Cultural Resources Investigations
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Fiber Optic Relocation for WP-43CD
WATTS AND ASSOCIATES, INC	\$ 250,000.00	\$ 101,316.88	\$ 148,683.12	Crop Insurance Product Development Services
FREDRIKSON & BYRON, PA	\$ 238,881.28	\$ 238,881.28	\$ -	Lobbying Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
SPRINGSTED INCORPORATED	\$ 178,010.15	\$ 178,010.15	\$ -	Financial Advisor
S & S LANDSCAPING CO INC	\$ 150,528.50	\$ 31,123.00	\$ 119,405.50	Seeding, Grading & Repairs WP-28A & WP-43A
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
GRAY PANNELL & WOODWARD LLP	\$ 143,800.68	\$ 143,800.68	\$ -	Legal Services
MOODYS INVESTORS SERV	\$ 127,500.00	\$ 127,500.00	\$ -	WIFIA loan fees
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
CENTURYLINK ASSET ACCOUNTING-B	\$ 118,871.82	\$ 118,871.82	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	\$ 104,600.00	\$ 104,600.00	\$ -	Water Level Discharge Collection & Stage Gage Installation
CASS COUNTY ELECTRIC-4100 32 A	\$ 104,195.00	\$ 97,995.00	\$ 6,200.00	Electrical Services
US ENVIRONMENTAL PROTECTION AGENCY	\$ 100,000.00	\$ 100,000.00	\$ -	Permitting
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee

FM Metropolitan Area Flood Risk Management Project Cumulative Vendor Payments Since Inception As of December 31, 2020				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
HKA GLOBAL, INC	\$ 74,353.00	\$ 74,353.00	\$ -	Legal Services
GERSON LEHRMAN GROUP, INC.	\$ 60,819.00	\$ 60,819.00	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
CPS HR CONSULTING	\$ 50,555.98	\$ 50,555.98	\$ -	Executive Director Recruitment Services
IN SITU ENGINEERING	\$ 47,973.00	\$ 47,973.00	\$ -	Quality Testing
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
EIDE BAILLY LLP (MANKATO)	\$ 43,650.00	\$ 43,650.00	\$ -	Audit Services
WARNER & CO	\$ 40,567.00	\$ 40,567.00	\$ -	General Liability Insurance
MIDCONTINENT COMMUNICATIONS	\$ 37,318.95	\$ 37,318.95	\$ -	Utility Relocation
AMERICAN ENTERPRISES INC	\$ 34,000.00	\$ 34,000.00	\$ -	Construction/Demolition
GEEKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
ND WATER USERS ASSOCIATN	\$ 30,450.00	\$ 30,450.00	\$ -	Membership Dues
WESTERN AREA POWER ADMINISTRAT	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
EXECUTIVE MANAGEMENT SYSTEMS,	\$ 27,627.33	\$ 27,627.33	\$ -	Executive Coaching
NAASTAD BROTHERS, INC	\$ 25,796.40	\$ 25,796.40	\$ -	Cass County Ditch Work
MARSH & MCLENNAN AGENCY LLC	\$ 19,344.52	\$ 19,344.52	\$ -	Property Insurance - Home Buyouts
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
PRIMORIS AEVENIA INC	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
MOORHEAD, CITY OF	\$ 15,062.90	\$ 15,062.90	\$ -	ROE Legal Fees
MAP SERVICE CENTER	\$ 14,500.00	\$ 14,500.00	\$ -	Permit fee
BRIGGS & MORGAN PA	\$ 12,727.56	\$ 12,727.56	\$ -	Legal Services
PROSOURCE TECHNOLOGIES, INC	\$ 8,324.94	\$ 8,324.94	\$ -	Land Acquisition Services
NEWMAN SIGNS INC	\$ 5,816.00	\$ 5,816.00	\$ -	Propane Tank Vehicle Crash Protection
PLEASANT TOWNSHIP (PERMITS)	\$ 5,000.00	\$ 5,000.00	\$ -	Building Permit Application
HEARTLAND SEEDS, INC.	\$ 4,800.00	\$ 4,800.00	\$ -	Mowing Services
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Utility Relocation
ND WATER EDUCATION FOUNDATION	\$ 3,500.00	\$ 3,500.00	\$ -	Advertising
BUILDING & GROUNDS MANAGEMENT	\$ 3,422.50	\$ 3,422.50	\$ -	Mowing Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
STUDIO 7 PRODUCTIONS	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
BNSF RAILWAY COMPANY	\$ 2,925.00	\$ 2,925.00	\$ -	Permits for In-Town Levee Projects
SEIGEL COMMUNICATIONS SERVICE	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
TURF TAMERS	\$ 2,320.00	\$ -	\$ 2,320.00	Mowing Services
COUGAR TREE CARE INC	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
GLACIER ENTERPRISES	\$ 2,150.00	\$ 2,150.00	\$ -	CR-17 Ditch Spoil Grading
FORUM COMMUNICATIONS (ADVERT)	\$ 1,743.77	\$ 1,743.77	\$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	\$ 1,697.00	\$ 1,697.00	\$ -	Communication
CIVIL DESIGN INC	\$ 1,595.00	\$ 1,595.00	\$ -	Diversion technical assistance at Red River
ERBERT & GERBERTS SUBS	\$ 1,232.29	\$ 1,232.29	\$ -	Local Restaurant
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts

FM Metropolitan Area Flood Risk Management Project Cumulative Vendor Payments Since Inception As of December 31, 2020				
Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
WARREN TOWNSHIP	\$ 1,023.72	\$ 1,023.72	\$ -	SEEDING, ROAD REPAIR, DUST CONTROL
DEPT OF NATURAL RESOUR	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
FARGO-MOORHEAD SERTOMA CLUB	\$ 1,000.00	\$ 1,000.00	\$ -	Holiday Lights Display and Sponsorship
TRIO ENVIRONMENTAL CONSULTING	\$ 747.60	\$ 747.60	\$ -	Asbestos and LBP Testing - Home Buyouts
NDSU-DINING-STORE 685	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
KOCHMANN, CARTER	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	\$ 250.00	\$ 250.00	\$ -	Job Description Review
DONS PLUMBING	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
WALMART STORE #4352	\$ 161.97	\$ 161.97	\$ -	Meeting Incidentals
GOVERNMENT FINANCE OFFICERS	\$ 150.00	\$ 150.00	\$ -	Financial Services
CURTS LOCK & KEY SERVICE INC	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	\$ 108.77	\$ 108.77	\$ -	Travel expense Executive Director recruitment
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
Grand Total	\$ 739,592,950.47	\$ 630,140,273.65	\$ 109,452,676.82	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2020

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo						
Park East Apartments - 1 2nd St S	6/23/2015	9,240,246.10	-	708,126.94	-	9,948,373.04
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,752,607.61	(1,100.00)	7,017,587.21
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	6,469,727.55	-	8,373,203.33
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Case Plaza - 117 NP Ave N	1/12/2017	250,449.12	-	-	-	250,449.12
Shakey's Pizza - DFI AP LLC - 203 4th Ave N	3/21/2017	1,002,367.69	-	-	-	1,002,367.69
Home Buyouts - Fargo						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	194,457.83	-	35,615.30	-	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N	1/23/2017	350,000.00	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		214,000.00	-	84,060.80	-	298,060.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,783.92	-	205,699.82	-	686,483.74
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	125,077.88
852, 856, 860, & 864 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	590,292.66	-	1,391,964.35
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	356,643.81	-	685,283.28
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	328,134.82	-	125,072.50	-	453,207.32
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	499,811.00	-	1,049,088.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	471,534.69	-	514,952.53	-	986,487.22
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	402,935.97	-	806,434.63
844 Riverbend Road	11/11/2016	716,599.40	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	955,928.53	-	-	-	955,928.53
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	673,954.16	-	1,154,875.68
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	423,662.02	-	970,737.21
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	338,694.70	-	906,107.77
821 Riverbend Rd / 438 Trent Jones Dr	1/13/2017	580,617.35	-	331,100.87	-	911,718.22
805 Riverbend Rd / 776 River Bend Rd	2/10/2017	508,203.01	-	395,757.84	-	903,960.85
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	533,475.96	-	1,247,290.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	407,961.34	-	968,363.49
313 Schnell Drive/ 413 Trent Jones Dr	4/7/2017	389,370.50	-	357,043.95	-	746,414.45
809 Riverbend Rd	5/3/2017	112,304.99	-	-	-	112,304.99
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	524,447.89	-	980,594.51
829 Riverbend Rd / 788 River Bend Rd	7/7/2017	1,056,438.13	-	1,396,004.59	-	2,452,442.72
848 Riverbend Rd / 783 River Bend Rd	7/27/2017	781,361.81	-	1,410,330.68	-	2,191,692.49
817 Riverbend Road / 421 Trent Jones Dr	7/18/2017	445,728.05	-	465,264.50	-	910,992.55
843 Riverbend Rd / 445 Trent Jones Dr	9/21/2017	978,292.23	-	1,207,474.57	-	2,185,766.80
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 & 358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43

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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	155,896.55	-	1,039,477.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	29,301.96	-	939,206.96
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pfiffer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pfiffer Drive _OIN 9382	1/14/2019	736,781.09	-	101,579.21	-	838,360.30
4961 KLITZKE DR & 4957 KLITZKE DR	12/26/2019	6,320.00	-	-	-	6,320.00
KLITZKE BROTHERS LOT 1A BLK 1	12/26/2019	520.00	-	-	-	520.00
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00	-	-	-	336,108.00
Easements - Hickson						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Terry and Kay Compson Trust	1/17/2020	1,204,858.00	-	-	-	1,204,858.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
Easements - Minesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordor	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Subdivision: Part of 23-140-50, 155.82 acres - Henke (Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub	6/17/2015	857,144.00	-	-	-	857,144.00
T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00

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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley_OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25	-	-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	24582.11	-	3,420,245.34
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	225,249.40	-	203,759.80	-	429,009.20
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
Auditors Lot 1 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	6/13/2019	257,765.51	-	23,662.03	-	281,427.54
SW Quarter Section of Section 8, Township 141 North, Range 49 West of the 5th Principle Meridian	11/7/2017	11,007.68	-	-	-	11,007.68
Government Lots 3 & 4 of Section 30, Township 138 North, Range 49 West of the 5th Principle Meridian	11/7/2019	1,160,482.00	-	-	-	1,160,482.00
Northwest Quarter of Section 25, Township 141 North, Range 50 West of the 5th Principle Meridian	11/27/2019	830,527.20	-	-	-	830,527.20
SW Quarter of Section 36 in Township 141 North of Range 50 West of the 5th Principle Meridian	11/27/2019	975,840.92	-	-	-	975,840.92
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	11/27/2019	323,535.78	-	188,055.00	-	511,590.78
East Half of the NE Quarter of Section 254, Township 138 North Range 50 West of the 5th Principle Meridian	11/27/2019	12,431.73	-	-	-	12,431.73
SE Quarter Section of the NW Quarter of section Twenty, Township 137 of Range 49 West of the Fifth Principle Meridian	11/7/2019	846,828.57	-	9,963.36	-	856,791.93
East Half of the NE Quarter of Section 25, Township 138 North Range 50 West of the 5th Principle Meridian	12/26/2019	305,654.24	-	-	-	305,654.24
Lot One, In Block One of Bellmore First Subdivision	12/26/2019	828,373.27	-	9,369.20	-	837,742.47
South Half of Section 24, Township 141 North of Range 50	12/26/2019	1,660,379.20	-	-	-	1,660,379.20
SW Quarter of Section 8, Township 141 North Range 49 West of the 5th Principal Meridian and West Half of Section 17, Township 141 North Range 49 West of the 5th Principal Meridian	12/26/2019	60,830.60	-	-	-	60,830.60
NE Quarter of Section 27, Township 140 North Range 50 West of 5th Principal Meridian	12/26/2019	964,789.51	-	-	-	964,789.51
Government lot 7 situated in the South Half of the South Half of Section 6, Township 137 North Range 48 West	12/26/2019	428,021.46	-	-	-	428,021.46
South 812 Feet of the North 932 feet of NE quarter section 24, Township 137 North of Range 49 West of the 5th Principle meridian and Right of way situated in North Half of section 24 Township 137 North of Ranger 29 west of the 5th Principle Meridian	12/26/2019	448,700.79	-	-	-	448,700.79

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North 120 feet and the North 598.14 feet of the South 868.14 feet of NE Quarter section 24, Township 137 North of Range 49 West of the 5th Principle Meridian and railroad Right of way N Half Section 24, Township 137 North Range 49 West lying southerly of the southerly line of Highway 81 and stio 100 feet wide lying east of, parrallel and adjacent to Right of way extendint form the East-West centerline of said Section to a line therin distant 1800 feet less 200 foot wide right of way Norht half of section 24 Township 137 North of Range 49	12/26/2019	726,354.36	-	-	-	726,354.36
7-137-48 DESC TRACT A 1.60 COM AT A PT WHICH IS 1985' E OF THE SW COR OF SD SEC 7 & SD PT IS THE TR PT OF BEG OF TR HEREINAFTER DESC:: THENCE WITH A DEFLECTION TO THE LEFT OF 90 DEG FOR A DIST OF 456.4'; THENCE WITH A DEFLECTION TO THE RIGHT OF 73 D*		820.00	-	-	-	820.00
Government Lot 1, Section 18, Township 137 North, Range 49 West of the Fifth Principal Meridian	10/29/2019	278,164.68	-	44,217.38	-	322,382.06
The west half of the SW Quarter Section 4, in township 137, range 49 West of the fifth Principal Meridian AND the south half of SW quarter of section 27 in township 139 north of Range 49 west of the fifth Principle Meridian AND North Half of SW quarter of Section 27, township 138 range 49 west of the 5th Principle meridian SW Quarter of Section 34, Township 138 North of Range 49 West of the Fifth Principle Meridian	4/1/2020	2,640,140.00	-	-	-	2,640,140.00
South Half of SE quarter of Section 3 in township 137 north of Range 49 West of the fifth Principle Meridian	4/1/2020	1,241,289.53	-	-	-	1,241,289.53
Lot 1 Block 1 Schmitz and Brennan Subdivision (NW quarter of Section 10, Township 139 Range 50 West of the fifth Principle Meridian)	4/1/2020	472,135.00	-	-	-	472,135.00
East 100 acres of the west 202 acres in the north half of section 34, township 140 north of range 50 west of the fifth Principle Meridian	4/1/2020	413,907.88	-	-	-	413,907.88
Tract in NE quarter section 32, township 138 north, Range 49, West of the fifth Principle Meridian	4/1/2020	505,635.00	-	-	-	505,635.00
ROW: south half of NW quarter and the N half of the SW quarter of section 24 township 138 north, Range 50 west of the fifth Principle Meridian	4/30/2020	697,800.00	-	-	-	697,800.00
ROW: NW quarter of the NW quarter and the north half of the SQ quarter of the NW quarter and Governments lots 1 & 2 section 36 Township 142 North Range 49 West	4/30/2020	1,335,336.14	-	-	-	1,335,336.14
SW quarter and the South half of the south half of the NW quarter of section 5 in township 138 north of Range 49 West of the Fifth Principle Meridian	4/30/2020	665,816.00	-	-	-	665,816.00
North half of the SE quarter of section 3, Township 137 North, Range 49 West of the Fifth Principle Meridian	4/30/2020	1,250.00	-	-	-	1,250.00
Lot of Job Third Subdivision (A replat of Block 1, Job Second Subdivision of a part of the NE Quarter of Section 35, Township 137 North, Range 49 West	4/30/2020	893,008.11	-	38,003.50	-	931,011.61
	4/30/2020	736,482.37	-	33,068.37	-	769,550.74
Part of Lot 62, 63 and part of Lot 64, Oxbow Country Club and Estates	4/30/2020	1,500.00	-	-	-	1,500.00
NE and NW Quarter of Section 10 Township 139 North Range 50 West of the fifth Principle Meridian	4/30/2020	1,034,530.32	-	-	-	1,034,530.32
NW Quarter of Section 6, Township 136 North Range 48 West of the 5th Princial Meridian and Government lot 3 Section 1 Township 136 North Range 49 West of the 5th Principal Meridian Wolverton Township, Wilkin County, MN	6/11/2020	251,453.93		275.00		251,728.93
Block Section 29 Township 138 Range 49 N 1/2 of SE 1/4	6/3/2020	1,057,568.00				1,057,568.00
Block Section 12 Township 138 Range 50 SE	6/3/2020	1,473,135.00				1,473,135.00
Lot 65, 67, 68, 69 Oxbow Country Club	6/3/2020	30,121.87				30,121.87
North Half of the NW quarter of Section 24 Township 139 North Range 50 West of the 5th Principal Meridian	6/3/2020	200,155.00				200,155.00
The North Half of the NW Quarter of Section 24, Township 139 North Range 50 West of the Fifth Principal Meridian	6/3/2020	438,770.56				438,770.56
SW Quarter of the NW Quarter of Section 8 Township 137 North Range 48 West (Clay County)	6/3/2020	419,921.87		12,384.46		432,306.33
SW Quarter of Section 30, Township 138 Norrrh, Range 39 West of the 5th Principal Meridian	7/9/2020	205,555.21				205,555.21
Government Lot 5 ins Section 6, Township 137 North Range 49 West of the 5th Principal Meridian	7/9/2020	8,857.19				8,857.19
Tract in NW Quarter Section 6 Township 137 N Range 49 W	7/9/2020	84,041.15				84,041.15
Part of the West Half Section 3 Township 141 North Range 49 West	7/9/2020	123,931.56				123,931.56
Part of the South 20 rods of the SE Quarter of section 36 Township 139 North Range 50 AND South Half of SE Quarter of section 36 Township 139 North Range 50 West of the 5th Princial Meridian	7/9/2020	746,981.16				746,981.16
North Half of the SE Quarter of Section 36 Township 139 North Range 50 West of the 5th Principal Meridian	7/9/2020	772,945.64				772,945.64
Part of the SW Quarter of Section 11, Township 139 North, Range 50 West of the 5th Principal Meridian	7/9/2020	88,569.56				88,569.56

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2020

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Auditires Lot 4 in the NE Quarter Section 25 Township 138 North, Range 50 AND West Half of the NE Quarter of Sectio0n 25 Township 130 North Range 50 West of the 5th Principal Meridian	7/30/2020	98,690.18				98,690.18
Part of the SW Quarter Section 36 Township 142 North Range 49 West	7/30/2020	164,251.00				164,251.00
Part of the Southeast Quarter of Section 11, Township 137 North, Range 49 West of the 5th Principal Meridian	7/30/2020	(98,673.00)				(98,673.00)
Part of the SW Cornder Section 6 Township 137 Range 48 AND Part of Goventment Lot 7 Section 6 Township 137 Range 48 AND Part of Government lot 7 designated tract 5	7/30/2020	35,068.64				35,068.64
Lot 66 in Oxbow Country Club & Estate	7/30/2020	9,150.31				9,150.31
Part of the Nrth Half of Section 8, Township 137 AND South half of the NW Quarter of section 8 Range 48 West of the 5th Principal Meridian Clay County, MN	9/3/2020	434,661.00				434,661.00
Parts of Section 7 Township 137 North Range 48 West of the 5th Principal Meridian Clay County, MN	9/3/2020	512,497.35		40,000.00		552,497.35
Part of Section 17, Township 137 North, Range 48 West of the 5th Principal Meridian Clay County, MN	9/4/2020	334,837.87		27,214.23		362,052.10
Part of the East Half of the Northeast Quarter in Section 26, Township 137 North, Range 49 West of the Fifth Principal Meridian	9/3/2020	2,779.88				2,779.88
Auditors Lot 1 NW Section 31 Township 138 orth Range 48 West of the 5th Principal Meridian	9/3/2020	5,000.00				5,000.00
Part of lot 2 Block 2 of Siebels 2nd Subdivision in Section 30, Township 141 North Range 49 West of the 5th Principal meridian	9/3/2020	5,163.15				5,163.15
Tract of land situated in the NW Quarter Section 3 Township 137 North Range Forth fine West	9/3/2020	312,983.64		1,857.25		314,840.89
Part of North Half of the South half of Section 6 township 137 North Range 48 West AND Tract of land which is part of Government Lot 7 situated in the south half of the south half of Section 6 Township 137 North Range 48 West of the 5th Principal Meridian	9/3/2020	49,927.54				49,927.54
1.86-acre Rural Site, In N1/2 Sec 6, Pleasant Township	9/3/2020	17,065.18				17,065.18
North Half of Section 34 Township 140 North Range 50 West of the 5th Principal Meridian except west 202 acres of the north half	9/3/2020	642,028.70				642,028.70
Part of the South Half of the NE Quarter of Section 14 Township 139 North Range 50 West of the 5th Principal Meridian	9/3/2020	282,228.34				282,228.34
West 377 feet of the East 667 feet of the north 548 feet of the NW quarter of Section 4 Township 137 North Range 49 West of the 5th Principal Meridian	9/3/2020	279,475.51				279,475.51
Part of North Half of SE quarter Section 25, Township 138 North Range 50 West of the Fifth Principal Meridian	10/8/2020	517,000.00				517,000.00
Part of the SE Quarter Section 25, Township 138 North Range 50 West of the Fifth Principal Meridian with easement for use of private access road	10/8/2020	275,000.00				275,000.00
Lots 3, 4, 5 In Block 2 of Siebels Second Subdivision	10/8/2020	150,045.19				150,045.19
Part of NE Quarter of Secion 36, Township 141 North, Range 50 West of the 5th Principal Meridian AND Part of NE Quarte Section 10 Township 140 Norht Range 50 West of the 5th Principal Meridian	10/8/2020	299,525.83				299,525.83
All of McDougall First Subdivision, Cass County	10/8/2020	1,767,511.20				1,767,511.20
SW Quarter Section 14, Township 140 North, Range 50 West of the 5th Principal Meridian AND Part of the NW Quarter section 26, Township 140 North, Range 50 West of the 5th Principal Meridian AND SW Quarter of Section 26, Township 140 North, Range 50 West of the 5th Principal Meridian	10/8/2020	1,793,697.00				1,793,697.00
East side of Highway 81 Between 124th Ave S and 49th St SE Pleasant Township	10/8/2020	411,000.00				411,000.00
Part of NE Quarter Section 23, Township 137, North Rnge 49, West of the 5th Principal Meridian AND Part of the SE Quarter Section 23, Township 137, Range 49 West of the 5th Principal Meridian	10/8/2020	54,248.00				54,248.00
Auditors Lot 3 of the SE Quarter Section 30 Township 138N Range 49W	10/8/2020	1,100,000.00		252,035.00		1,352,035.00
Part of NE Quarter Section 26, Township 140, North Range 50 West of the 5th Princiapl Meridian	10/8/2020	38,637.20				38,637.20
Part of NW Quarter of Section 15, Township 139 North, Range 50 West of the 5th Principal Meridian AND Part of the NE quarter Section 15, Township 139, Range 50 West of the 5th Priciapl Meridian	10/8/2020	72,200.00				72,200.00
Lot 3 Block 1 of the Butch-R-Block Subdivision Cass County	10/8/2020	480,000.00				480,000.00
SE Quarter of Section 10 in Twonship 139 North of Range 50 West of Pricial Meridian AND Part of the SW quarter section 10, Township 139 North Range 50 West of the 5th Principal Meridian	10/8/2020	480,150.00				480,150.00
NE Quarter of the SE Quarter together with Part of the SE Quarter of the NE Quarter of Section 1, Township 137 North Range 49 West of the Fifth Principal Meridian	10/8/2020	25,000.00				25,000.00
Part of the Southwest Quarter (SW1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Northeast Quarter (NE1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Northeast Quarter (NW1/4) of Section 9, Township 139 North Range 50 West of the 5th Principal Meridian AND part of the Southeast Quarter (SE1/4) of Section 9, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	688,000.00				688,000.00
Part of the Southeast Quarter (SE1/4) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	34,800.00				34,800.00
Part of the West Half of the Northeast Quarter of Section Twenty-five, in Township One hundred Thirty-eight, of Range Fifty, lying West of the Sheyenne River	12/3/2020	750,000.00				750,000.00
Part Southeast Quarter (SE1/4) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	232,000.00				232,000.00

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2020

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Part of the Southeast Quarter of the Northwest Quarter, that part of Government Lot 4 and that part of Government Lot 5, All in Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian AND part of Government Lot 6 of Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian AND part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian AND part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian AND part of Government Lot 7 of Section 6, Township 137 North, Range 49 West of the 5th Principal Meridian	12/3/2020	440,600.00				440,600.00
Part of West Half (W1/2) of Section 17, Township 141 North, Range 49 West of the 5th Principal Meridian	12/3/2020	6,830.00				6,830.00
That part of the Northeast Quarter (NE1/4) of Section 24, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	508,600.00				508,600.00
That part of the Southeast Quarter (SE1/4) of Section 24, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 24, Township 139 North, Range 50 West	12/3/2020	1,074,200.00				1,074,200.00
That part of the Northeast Quarter (NE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,130,500.00				1,130,500.00
That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 25, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	965,290.00				965,290.00
That part of the Northeast Quarter (NE1/4) of Section 36, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,587,744.87				1,587,744.87
That part of the Southeast Quarter (SE1/4) of Section 10, Township 140 North, Range 50 West of the 5th Principal Meridian	12/3/2020	4,087.90				4,087.90
All of Government Lots 6 and 7, Section Six (6), Township One Hundred Thirtyseven (137) North, Range Forty-eight (48) West of the Fifth Principal Meridian	12/3/2020	231,500.00				231,500.00
Part of Lot 1, Block 1 of Gust Subdivision in Section 23, Township 140 North, Range 50 West of the 5th Principal Meridian	12/3/2020	134,500.00				134,500.00
That part of the Northeast Quarter (NE1/4) of Section 15, Township 139 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,504,810.00				1,504,810.00
That part of the South Half of the South Half (S½ S½) of Section 24, Township 138 North, Range 50 West of the 5th Principal Meridian AND That part of the South Half of the Northwest Quarter (S½ NW¼) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/3/2020	1,896,540.31				1,896,540.31
A tract of land which is part of Government Lot Seven (7) and which is situated in the South One-half (S½) of Section Six (6) in Township One Hundred Thirty-seven (137) North of Range Forty-eight (48) West of the Fifth Principal Meridian	12/3/2020	721,469.68				721,469.68
The East Half of Auditor's Lot Five, of the Southwest Quarter of Section 34, in Township 138 North, Range 49 West of the 5th Principal Meridian	12/31/2020	715,630.32				715,630.32
That part of the Southeast Quarter (SE¼) of Section 1, Township 138 North, Range 50 West of the 5th Principal Meridian AND That part South Half of the Southeast Quarter (S½SE¼) of Section 25, Township 138 North, Range 50 West of the 5th Principal Meridian	12/31/2020	509,950.00				509,950.00
That part of the North Half of the Southwest Quarter in Section 13, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Northeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the South Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the North Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the North Half of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Southwest Quarter in Section 13, Township 137 North, Range 49 West of the 5th Principal Meridian AND That part of the Southeast Quarter of Section 14, Township 137 North, Range 49 West of the 5th Principal Meridian	12/31/2020	37,038.00				37,038.00
Auditors Lot 1 NW section 31 Township 138 North Range 48 West of the 5th Principal Meridian	12/31/2020	312,334.18				312,334.18
That part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	322,466.00				322,466.00
That part of the Northeast Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	56,040.74				56,040.74
That part of the Southwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	42,500.00				42,500.00
That part of the Southeast Quarter of the Southeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	19,000.00				19,000.00
That part of the Southeast Quarter (SE1/4) of Section 36, Township 141 North, Range 50 West of the 5th Principal Meridian	12/31/2020	173,246.00				173,246.00
That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	18,500.00				18,500.00

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2020

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
That part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the North Half of the Northwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the South Half of the northwest Quarter of Section 12, Township 137 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter of Section 1, Township 137 North, Range 50 West of the 5th Principal Meridian	12/31/2020	164,500.00				164,500.00
The West 377 feet of the East 667 feet of the North 548 feet of the NW Quarter Section 4 in Township 137 North Range 49 West of the Fifth Principal Meridian	12/31/2020	-				-
That part of the Northeast Quarter of Section 11, Township 137 North, Range 49 West of the 5th Principal Meridian	12/31/2020	31,728.00				31,728.00
That part of the Southwest Quarter (SW1/4) of Section 14, Township 139 North, Range 50 West of Principal Meridian AND A 10-foot-wide temporary construction easement across the Southwest Quarter (SW1/4) of Section 14, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	24,709.98				24,709.98
That part of the Northeast Quarter (NE1/4) of Section 2, Township 140 North, Range 50 West of the 5th Principal Meridian AND Government Lot 3, Section 2, Township 140 North, Range 50 West	12/31/2020	490,628.00				490,628.00
That part of the Southeast Quarter (SE1/4) of Section 2, Township 140 North, Range 50 West of the 5th Principal Meridian	12/31/2020	389,702.00				389,702.00
That part of the North Half (N1/2) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian, Cass County AND That part of the Northwest Quarter (NW1/4) of Section 10, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	423,000.00				423,000.00
That part of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township One Hundred Thirty-eight (138) North, Range Fifty (50) West of the Fifth Principal Meridian	12/31/2020	604,869.91		2,988.00		607,857.91
That part of the Southeast Quarter (SE1/4) of Section 34, Township 140 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter (SW1/4) of Section 34, Township 140 North, Range 50 West of the 5th Principal Meridian AND The Northwest Quarter (NW1/4) of Section 14, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	1,427,000.00				1,427,000.00
That part of the North Half (N1/2) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the North Half (N1/2) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Northwest Quarter (NW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Northwest Quarter (NW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southeast Quarter (SE1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian AND That part of the Southwest Quarter (SW1/4) of Section 3, Township 139 North, Range 50 West of the 5th Principal Meridian	12/31/2020	1,723,500.00				1,723,500.00
		160,893,853.00	-	35,607,326.96	(1,107,856.01)	195,393,323.95
		(32,000.00)			10,000.00	
				Property Management Expense		2,767,506.08
					Grand Total	\$ 198,160,830.03

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of December 31, 2020

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	\$ 909,149.49	\$ 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	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,661,323.82	\$ 6,398,925.56
V02807	CCJWRD	In-Town Levee Work	\$ 5,886,140.36	\$ 5,886,140.36
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	\$ 111,761.97	\$ 111,761.97
V02823	Hoffman & McNamara	WP-42G General Landscaping and Planting	\$ 489,029.39	\$ 474,879.79
V02824	City of Fargo	COF - In-Town Flood Protection Debt Payments	\$ 18,892,630.00	\$ 18,892,630.00
V01703	Various	In-Town Property Purchases	\$ 39,409,623.22	\$ 38,192,183.71
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,653,821.07	\$ 8,610,308.72
V02826	City of Fargo	In-Town Levee Maintenance	\$ 8,823.82	\$ 8,823.82
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 22,187,307.87	\$ 22,187,307.87
			<u>\$ 172,386,181.36</u>	<u>\$ 170,711,543.53</u>

Fargo-Moorhead Metropolitan Area Flood Risk Management Project
State Water Commission Funds Reimbursement Worksheet
Fargo Flood Control Project Costs - HB1020 & SB2020

Time Period for This Request: October 1, 2020 - October 31, 2020

Drawdown Request No: 110	
Requested Amount:	\$ 8,334,015.02
Total Funds Expended This Period:	11,113,591.90
Total Funds Requested at 100% Match	5,554,438.14
Remaining Funds Requested at 50% Match	5,559,153.76
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	2,779,576.88
Total Funds Requested:	8,334,015.02

STATE AID SUMMARY:

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Anticipated appropriations to be funded in 2019 Legislative Session	44,000,000	
Anticipated appropriations to be deferred from 2019 Legislative Session	22,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2025 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2027 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2029 Legislative Session	47,000,000	
Total State Funds	379,500,000	370,500,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #100 - FM Metro Area Flood Risk Management Project		(124,750,848.66)
Less: Payment #101 - FM Metro Area Flood Risk Management Project		(1,432,479.03)
Less: Payment #102 - FM Metro Area Flood Risk Management Project		(5,519,481.17)
Less: Payment #103 - FM Metro Area Flood Risk Management Project		(228,188.72)
Less: Payment #104 - FM Metro Area Flood Risk Management Project		(1,650,055.35)
Less: Payment #105 - FM Metro Area Flood Risk Management Project		(15,060.94)
Less: Payment #106 - FM Metro Area Flood Risk Management Project		(1,159,089.95)
Less: Payment #107 - FM Metro Area Flood Risk Management Project		(544,675.95)
Less: Payment #108 - FM Metro Area Flood Risk Management Project		(824,088.63)
Less: Payment #109 - FM Metro Area Flood Risk Management Project		(36,169,631.64)
Less: Payment #110 - FM Metro Area Flood Risk Management Project		(8,334,015.02)
Total Funds Reimbursed		(334,322,970.42)
Total State Fund Balances Remaining		36,177,029.58

LOCAL MATCHING FUNDS SUMMARY:

Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	97,951,116
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 100 - FM Metro Area Flood Risk Management Project		(37,286,002)
Less: Match Used on Payment #101 - FM Diversion Authority		(447,649)
Less: Match Used on Payment #102 - FM Diversion Authority		(1,479,398)
Less: Match Used on Payment #108 - FM Diversion Authority		(488,259)
Less: Match Used on Payment #110 - FM Diversion Authority		(5,554,438)
Balance of Local Matching Funds Available	\$	0

Finance Committee Bills from January 2021

Vendor	Description		
Cass County Joint Water Resource District	Diversions bills	\$	8,316,605.71
Dorsey & Whitney	Legal services rendered through November 30, 2020	\$	277,849.94
Ohnstad Twichell, P.C.	Legal services rendered through December 21, 2020	\$	165,896.36
Cass County	Reimburse misc expenses for Executive Director and staff	\$	8,655.49
Total Bills Received through January 20, 2021		\$	8,769,007.50



Cass County
Joint Water
Resource
District

January 8, 2021

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project
DPAC
Oxbow-Hickson-Bakke Ring Levee project
Southeast Cass WRD Reimbursements

Enclosed please find copies of bills totaling \$8,316,605.71 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$8,257,907.70
DPAC	123.00
Oxbow-Hickson-Bakke Ring Levee project	52,950.12
Southeast Cass Water Resource District	5,624.89

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

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

Enclosures

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							1/7/2020
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
				(500.00)	Phyllis Johnson	November rent - forgot to include to DA Reimbursement	
				(480,000.00)	Clerk of Court	Refund of funds on OIN 9383	
12/1/2020	11/21/2020			26.15	UPS	Postage for formal offers	
12/1/2020	11/28/2020			30.09	UPS	Postage for formal offers	
12/9/2020	12/7/2020			948,000.00	Cass County Clerk of Court	OIN 1181, 1182 Eminent Domain	
12/11/2020	12/11/2020			259,591.06	The Title Company	Property purchase - Baker OIN 1127	
12/15/2020	12/15/2020			3,971,185.00	The Title Company	Property purchase - Johnson OIN 227/228	
12/14/2020	12/5/2020			8.74	UPS	Postage for formal offers	
12/14/2020	12/12/2020			21.94	UPS	Postage for formal offers	
12/21/2020	12/7/2020	172233	130007	23,900.58	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition	
12/21/2020	12/3/2020	172216	160007	2,542.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement - Drains	
12/21/2020	12/3/2020	172224	207007	744.00	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements - Court Actions	
12/21/2020	12/3/2020	172217	160007	3,020.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
12/21/2020	12/3/2020	172218	160007	7,832.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
12/21/2020	12/3/2020	172219	160007	15,619.00	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
12/21/2020	12/3/2020	172225	207007	2,432.50	Ohnstad Twichell, P.C.	Legal-I-29 Grade Raise	
12/21/2020	12/3/2020	172221	187007	1,652.50	Ohnstad Twichell, P.C.	Legal-Southern Embankment	
12/21/2020	12/3/2020	172220	170007	39,472.00	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
12/21/2020	12/3/2020	172222	197007	1,897.00	Ohnstad Twichell, P.C.	Legal-Western Tie Back	
12/21/2020	12/3/2020	172226	207007	659.50	Ohnstad Twichell, P.C.	Legal-Wetland Mitigation Drain 27	
12/24/2020	12/15/2020	172545	187007	6,284.50	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements	
12/24/2020	12/15/2020	172546	197007	24.00	Ohnstad Twichell, P.C.	Legal-Right of Entry 2019 - Corps Request	
12/24/2020	12/15/2020	172547	197007	592.60	Ohnstad Twichell, P.C.	Legal-2019 ROE Court Actions	
12/24/2020	12/15/2020	172558	207007	214.00	Ohnstad Twichell, P.C.	Legal-OIN 9348 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172574	207007	827.50	Ohnstad Twichell, P.C.	Legal-OIN 1173 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172569	207007	3,574.18	Ohnstad Twichell, P.C.	Legal-OIN 843 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172572	207007	133.50	Ohnstad Twichell, P.C.	Legal-OIN 5008, 1930, 1932, 1940, 1941, 8517, 8518 Quick Take ED	
12/24/2020	12/15/2020	172551	207007	944.69	Ohnstad Twichell, P.C.	Legal-OIN 1202 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172560	207007	83.00	Ohnstad Twichell, P.C.	Legal-OIN 9742 QT Eminent Domain	
12/24/2020	12/15/2020	172562	207007	279.00	Ohnstad Twichell, P.C.	Legal-OIN 1186 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172566	207007	605.00	Ohnstad Twichell, P.C.	Legal-OIN 1191/1193 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172561	207007	3,246.50	Ohnstad Twichell, P.C.	Legal-OIN 5004, 5009-5012, 5012, 9054-9056 QT Eminent Domain	
12/24/2020	12/15/2020	172554	207007	236.00	Ohnstad Twichell, P.C.	Legal-OIN 952 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172559	207007	2,015.74	Ohnstad Twichell, P.C.	Legal-OIN 9383 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172549	207007	1,091.50	Ohnstad Twichell, P.C.	Legal-Holck URA Appeal	
12/24/2020	12/15/2020	172567	207007	183.00	Ohnstad Twichell, P.C.	Legal-OIN 717, 9732 Eminent Domain	
12/24/2020	12/15/2020	172564	207007	360.00	Ohnstad Twichell, P.C.	Legal-OIN 5214 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172552	207007	2,578.50	Ohnstad Twichell, P.C.	Legal-OIN 9400 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172553	207007	236.00	Ohnstad Twichell, P.C.	Legal-OIN 1199 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172550	207007	118.00	Ohnstad Twichell, P.C.	Legal-OIN 9628 Eminent Domain	
12/24/2020	12/15/2020	172570	207007	251.50	Ohnstad Twichell, P.C.	Legal-OIN 698, 9756-9759 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172571	207007	517.00	Ohnstad Twichell, P.C.	Legal-OIN 945, 9741, 9760 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172556	207007	186.00	Ohnstad Twichell, P.C.	Legal-OIN 716 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172563	207007	270.00	Ohnstad Twichell, P.C.	Legal-OIN 5024 Quick Take Eminent Domain action	
12/24/2020	12/15/2020	172565	207007	201.50	Ohnstad Twichell, P.C.	Legal-OIN 8678 Quick Take Eminent Domain	
12/24/2020	12/15/2020	172555	207007	108.50	Ohnstad Twichell, P.C.	Legal-OIN 566 Quick Take Eminent Domain Action	
12/24/2020	12/15/2020	172573	207007	723.50	Ohnstad Twichell, P.C.	Legal-OIN 1181, 1182 Quick Take Eminent Domain Action	
12/24/2020	12/15/2020	172557	207007	136.50	Ohnstad Twichell, P.C.	Legal-OIN 5278 QT Eminent Domain action	
12/24/2020	12/15/2020	172568	207007	88.50	Ohnstad Twichell, P.C.	Legal-OIN 8672-8675, 9747 Quick Take Eminent Domain Action	
12/21/2020	11/16/2020	779138	38810.00008	39.50	Larkin Hoffman Attorneys	Legal-CCJT v Mary Adams	
12/21/2020	11/16/2020	779137	38810.00007	140.50	Larkin Hoffman Attorneys	Legal-CCJT v Daniel Flaten	
12/21/2020	11/16/2020	779140	38810.0001	592.50	Larkin Hoffman Attorneys	Legal-CCJT v Derek Flaten	
12/21/2020	11/16/2020	779139	38810.00009	1,698.50	Larkin Hoffman Attorneys	Legal-CCJT v Steve and Lisa Loberg	
12/21/2020	11/16/2020	779136	38810.00006	844.50	Larkin Hoffman Attorneys	Legal-CCJT v Mary Ann Tintes	
12/21/2020	11/16/2020	779135	38810.00005	2,607.00	Larkin Hoffman Attorneys	Legal-CCJT v Newman Signs/Mary Newman Trust condemnation	
12/21/2020	11/16/2020	779134	38810.00004	2,291.00	Larkin Hoffman Attorneys	Legal-CCJT v Richland/Cass Cos/App for Permit to Enter Land	
12/21/2020	11/16/2020	779133	38810.00003	4,130.00	Larkin Hoffman Attorneys	Legal-CCJT v Verden Anderson/Prairie Scale Systems	
12/21/2020	11/16/2020	779132	38810	2,528.00	Larkin Hoffman Attorneys	Legal-CCJT v Johnson, Monson, Tintes, Anderson	
12/21/2020	11/24/2020	25495	19706	360.00	Moore Engineering, Inc.	Engineering-MOU Review	
12/21/2020	12/14/2020	25661	19706	360.00	Moore Engineering, Inc.	Engineering-MOU Review	
12/21/2020	11/24/2020	25496	19706	540.00	Moore Engineering, Inc.	Engineering - FM Diversion Design Coord-Team member meetings	
12/21/2020	12/3/2020	1200312146		36,720.72	HDR Engineering Inc.	Property Acquisition services - TO1	
12/21/2020	10/31/2020	13783.00-6		78,024.60	SRF Consulting Group, Inc.	Project management, ROW and Relocation services	
12/21/2020	11/30/2020	13783.00-7		56,172.10	SRF Consulting Group, Inc.	Project management, ROW and Relocation services	

Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount	Vendor	Description
12/21/2020	12/2/2020	100533		R12.00049	4,444.75	Ulteig Engineers	Engineering - Task 2 - project management, ROW and Rel Asst
12/21/2020	10/31/2020	44897		3283-00	21,374.40	ProSource Technologies LLC	Task Order 2-Proj Mgmt, Acquisition, relocation
12/21/2020	11/30/2020	45000		3283-00	21,353.30	ProSource Technologies LLC	Task Order 2-Proj Mgmt, Acquisition, relocation
12/21/2020	12/4/2020	21923-H			27,825.00	Patchin Messner Valuation Counselors	appraisal package 15
12/21/2020	11/16/2020	2076			4,158.50	Karen Klein Mediation LLC	Holck appeal
12/18/2020					1,061.21	Dakota Plans Ag	proprane OIN 826, 822 and 1251
12/18/2020	12/10/2020				115.62	David and Luann Brakken	moving costs reimbursement
12/18/2020	12/11/2020				500.00	Mark Bernstein	moving costs reimbursement
12/18/2020	12/11/2020				800.00	Sarah Christmann	moving costs reimbursement
12/18/2020	12/11/2020				420.00	Mark Cottrell	moving costs reimbursement
12/18/2020	12/11/2020				1,370.00	Matt Gronbeck	moving costs reimbursement
12/18/2020	12/11/2020				800.00	Dennis Holmen	moving costs reimbursement
12/18/2020	12/11/2020				420.00	Annette Rasile	moving costs reimbursement
12/18/2020					750.00	Jeremy and Nichole Holck	EME on OIN 9383
12/18/2020	12/14/2020				64,000.00	Cass County Clerk of Court	Eminent Domain on OIN 9199
12/18/2020	12/14/2020				728,000.00	Cass County Clerk of Court	Eminent Domain on OIN 9738 and 9739
12/21/2020	11/30/2020				750.00	Phyllis Johnson	deposit return
12/23/2020	12/14/2020	1160310			100.87	Cass County Electric Cooperative	service to 3703 124 Av S
12/21/2020	12/14/2020	1125415			48.86	Cass County Electric Cooperative	service to 4857 173 Av SE
12/23/2020	12/14/2020	1156251			50.76	Cass County Electric Cooperative	service to 5150 170 Av S
12/23/2020	12/14/2020	1108711			111.70	Cass County Electric Cooperative	service to 5210 124 Av S
12/23/2020	12/14/2020	1140519			23.48	Cass County Electric Cooperative	service to 16868 44 ST SE
12/23/2020	12/14/2020	1132169			113.36	Cass County Electric Cooperative	service to 16875 44 ST SE
12/23/2020	12/14/2020				1,269.56	Cass County Electric Cooperative	service to 17407 Horse Haven Dr
12/21/2020	11/25/2020	16095			31.32	Cass Rural Water Users District	Service to 5150 170 Av S
12/21/2020	11/24/2020	17305			27.00	Cass Rural Water Users District	service to 16875 44 ST SE
12/18/2020					1,250.00	7 Horseshoe Bend LLC	soil borings on 15-0000-00800-020
12/18/2020					250.00	Stephen and Vickie Boutiette	soil boring on 15-0000-00780-010
12/18/2020					250.00	Brian and Kelly Duchscherer	soil boring on 57-0000-10211-060
12/18/2020					750.00	Michael and Janet Dullea	soil borings on 15-0000-00771-000
12/18/2020					500.00	Ed and Marilyn Wilson	soil borings on 57-0400-00150-000 and 57-0400-00160-000
12/18/2020					250.00	Rodney and Patricia Hanggi	soil boring on 15-0180-10001-010
12/18/2020	12/18/2020				1,011,265.00	The Title Company	Property purchase on OIN 1173
12/30/2020	12/29/2020				22,000.00	Cass County Clerk of Court	Eminent domain on OIN 9749
12/30/2020	12/30/2020				1,330,179.82	The Title Company	Property purchase on OIN 220



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

January 15, 2021

Kent Costin
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated December 21, 2020 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through October 31, 2020 and November 30, 2020 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb





MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Fargo-Moorhead Flood Diversion Bd of Authority
c/o Erik R. Johnson & Associates, Ltd.
Attn: Erik Johnson
505 Broadway, Suite 206
Fargo, ND 58102

December 21, 2020
Invoice No. 3631856

Client-Matter No.: 491379-00001
Red River Diversion Project

For Legal Services Rendered Through November 30, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$266,286.50
Total For Current Disbursement and Service Charges	\$11,563.44
Total For Current Invoice	\$277,849.94

* Please refer to last page for any unpaid invoices and a current statement of account.

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:
Dorsey & Whitney LLP
P.O. Box 1680
Minneapolis, MN 55480-1680

Wire Instructions:
U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

Attorneys at Law

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

Flood Diversion Board
Bond Counsel Work - PPP

Date: January 6, 2021

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	145.7	\$310.00	\$45,167.00
CMM	1	\$310.00	\$310.00
ADC	12.6	\$310.00	\$3,906.00
LDA	14.8	\$310.00	\$4,588.00
RGH	0.9	\$310.00	\$279.00
KJB	111.7	\$310.00	\$34,627.00
TJL	69	\$290.00	\$20,010.00
CBC	47.5	\$275.00	\$13,062.50
ABG	11.8	\$275.00	\$3,245.00
JRS	4	\$260.00	\$1,040.00
KJD	82.3	\$210.00	\$17,283.00
DCP	15.9	\$275.00	\$4,372.50
AJR	64.7	\$175.00	\$11,322.50
CMS	22.5	\$150.00	\$3,375.00
SKO	19.5	\$150.00	\$2,925.00
KK	1.5	\$140.00	\$210.00
Total Fees:	625.4		\$165,722.50
Westlaw			\$143.78
Postage			\$21.10
AT&T			\$8.98
Total Expenses:			\$173.86
Grand Total			\$165,896.36

		Rates
JTS	John T. Shockley, Partner, Supervising Attorney	\$310.00
CMM	Christopher M. McShane, Partner	\$310.00
ADC	Andrew D. Cook, Partner	\$310.00
SNW	Sarah M. Wear, Partner	\$310.00
RGH	Robert G. Hoy, Partner	\$310.00
SLE	Susan L. Ellison, Partner	\$310.00
KJB	Katie J. Bertsch, Partner	\$310.00
MWM	Marshall W. McCullough, Partner	\$310.00
TJL	Tyler J. Leverington, Associate	\$290.00
CBC	Calley B. Campbell, Associate	\$275.00
LWC	Lukas W. Croaker, Associate	\$285.00
SRH	Stephen R. Hanson, Associate	\$275.00
ABG	Bo Gruchala, Associate	\$275.00
JRS	J.R. Strom, Associate	\$260.00
KJD	Kathryn J. DelZoppo, Associate	\$210.00
LRC	Leah R. Carlson, Associate	\$275.00
EMM	Elle M. Molbert, Associate	\$275.00
BTB	Brent T. Boeddeker, Associate	\$275.00
DCP	David C. Piper, Associate	\$275.00
CAS	Carol A. Stillwell, Paralegal	\$175.00
JDR	Joshua D. Roaldson, Paralegal	\$175.00
AJR	Andrea J. Roman, Paralegal	\$175.00
CRA	Christie R. Axness, Paralegal	\$150.00
DLR	Dena L. Ranum, Legal Administrative Assistant	\$150.00
CMS	Cassie M. Smith, Paralegal	\$150.00
KLS	Karen L. Severson, Paralegal	\$150.00
SKO	Sharon K. Oliver, Paralegal	\$150.00
KK	Kiara J. Klinkhammer, Paralegal	\$140.00

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 172944 Flood Diversion Board Bond Counsel Work - PPP		
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$37,588.00
151395-2	Executive Director	\$686.00
151395-3	P3 Procurement	\$23,867.00
151395-4	Public Finance Issues	\$33,926.00
151395-5	Consultant Contract Review/Development	\$4,223.00
151395-7	Coordination with Member Entities	\$495.50
151395-9	Environmental Permitting Issues/NEPA	\$105.00
151395-11	Legislative Interface/Lobbying Support	\$334.00
151395-12	USACE Interface/Questions	\$157.50
151395-13	Third Party Utility MOU's	\$57,922.50
151395-14	ICS Issues	\$961.00
151395-15	Schmidt and Sons Litigation	\$93.00
151395-17	EPA WIFIA Loan	\$3,730.50
151395-20	USDOT PABs	\$155.00
151395-21	CCJWRD Temporary Refunding Imp Bond	\$1,478.50
TOTAL		\$165,722.50

DA Board Packet Page 51 of 261

CASS COUNTY GOVERNMENT
PO BOX 2806
211 9th STREET SOUTH
Fargo, ND 58108

DATE: 1/07/21

TO: CITY OF FARGO
PO BOX 2083
FARGO, ND 58107

CUSTOMER NO: 198/294

TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	1/04/21	BEGINNING BALANCE			94,389.34
	1/05/21	PAYMENT			67,703.59-
AUDIT	1/07/21	FM DIVERSION			56,081.11
		INTEREST			
AUDIT	1/07/21	FM DIVERSION			75,155.93
		PAYROLL EXPENSES			
AUDIT	1/07/21	FM DIVERSION			8,655.49
		MISC EXPENSES			

Submitted for approval at
January board meeting

Current	30 days	60 days	90 days
166578.28			

DUE DATE: 2/08/21

PAYMENT DUE: 166,578.28
TOTAL DUE: \$166,578.28

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/07/21 DUE DATE: 2/08/21 NAME: CITY OF FARGO
CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

REMIT AND MAKE CHECK PAYABLE TO:

CASS COUNTY FINANCE

211 9TH ST S

PO BOX 2806

FARGO

ND 58108-2806

(701) 241-5606

TOTAL DUE: \$166,578.28



MOU & Agreement Actions

January 2021



DA Memorandums of Understanding (Action)

MOU Parties	Project	MOU Cost and Summary
<i>Diversion Authority</i>		
City of West Fargo	Diversion Channel	Addresses design, engineering, acquisition, construction, reimbursement of costs, etc. in regard to street and road modifications. Cost reimbursement for engineering, dust control and inspection costs capped at \$1,500 annually.

DA Agreements (Action)

Agreement Parties	Project	Agreement Cost*
<i>Diversion Authority</i>		
Magellan Pipeline	DCAI	\$285,900

* Note: Agreement Costs are included within the project budget



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY

AND

CITY OF WEST FARGO, NORTH DAKOTA

Dated as of _____, 2021

Relating to:

A Memorandum of Understanding outlining roles and responsibilities in regard to modifications to streets and roads in conjunction with the Storm Water Diversion Channel and Associated Infrastructure of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

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

*[This agreement is a draft agreement and represents the most up-to-date information available.
It is anticipated that the executed version of this agreement will be substantially similar.]*

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is made and entered into this _____ day of _____, 2021, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, and CITY OF WEST FARGO, NORTH DAKOTA, a Home Rule city and political subdivision of the State of North Dakota.

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

WHEREAS, the Authority, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota, are the Non-Federal Sponsors for the Comprehensive Project and have entered into a Project Partnership Agreement (the “PPA”) with the United States Army Corps of Engineers (“USACE”) for the construction, operation, and maintenance of the Comprehensive Project; and

WHEREAS, the PPA sets forth a split delivery method for the Comprehensive Project, establishing the respective responsibilities of both the Non-Federal Sponsors and USACE; and

WHEREAS, pursuant to the PPA, USACE will be responsible for completing the Diversion Inlet Structure; the approximately six (6) mile connecting channel; the Red River Control Structure and the Wild Rice River Control Structure; the SEAI; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features that are not the responsibility of the Non-Federal Sponsors; and

WHEREAS, pursuant to the PPA, part of the Non-Federal Sponsors’ responsibility will be to design, construct, manage, operate, and maintain the Storm Water Diversion Channel and Associated Infrastructure or the SWDCAI; and

WHEREAS, the Non-Federal Sponsors’ responsibilities under the PPA also include the acquisition of real estate interests necessary for the SWDCAI and the operation and maintenance of the SWDCAI when constructed; and

WHEREAS, the Authority, pursuant to the Joint Powers Agreement, is the entity responsible for the Non-Federal Sponsors’ obligations under the PPA; and

WHEREAS, to facilitate the design, construction, operation, and maintenance of the SWDCAI, on September 2, 2015, the Authority approved a Notice of Intent to develop a Public-Private Partnership (“P3”) with a Developer pursuant to North Dakota Century Code chapter 48-02.1; and

WHEREAS, on July 14, 2016, the Authority authorized the release of a Request for Qualifications for the P3 Procurement, and on December 16, 2016, the Authority released a draft Request for Proposals for the P3 Procurement; and

WHEREAS, the Authority anticipates the Developer will operate and maintain the SWDCAI for an approximately thirty (30) year term following completion; and

WHEREAS, the City is a holder of a certain rights-of-way of streets and roads, which will be affected by the construction, operation, and maintenance of the SWDCAI; and

WHEREAS, it is necessary for the construction, operation, and maintenance of the SWDCAI that the Authority acquire rights and privileges from the City, and that portions of said City streets and roads be rearranged, improved, or altered; and

WHEREAS, the City was invited to participate in a study to develop the South Red River Master Diversion Transportation Plan that lays out the effects of the SWDCAI on City streets and roads and provide a response thereto; and

WHEREAS, the City is willing to cooperate with the Authority and the County in regard to said rights-of-way for construction of the SWDCAI as provided by this MOU between the Authority, the City, and the County.

NOW, THEREFORE, in consideration of the faithful performance of each Party of the mutual covenants and agreements herein set forth, it is mutually agreed as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this MOU and as defined in this Section unless a different meaning clearly applies from the context.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Authority, the City, the County, or the SWDCAI.

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota and permanent joint powers entity, formed through the Joint Powers Agreement to provide the Fargo-Moorhead metropolitan area with permanent and comprehensive flood protection. References to the Authority throughout this MOU include references to other entities engaged by the Authority, including the Developer, to complete such work.

“Authority Representative” has the meaning set forth in Section 13.06.

“Authority-Retained Responsibilities” has the meaning set forth in Section 8.02.

“Best Efforts” means that an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this MOU, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable federal or state law.

“Business Day” means any day that is not a Saturday, a Sunday, or a federal public holiday.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601-9675).

“City” means the City of West Fargo, North Dakota, a Home Rule city and political subdivision of the State of North Dakota.

“City Representative” has the meaning set forth in Section 13.06.

“Compensation Event” means as defined in the Project Agreement.

“Comprehensive Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief’s Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

“County” means Cass County, North Dakota, a political subdivision of the State of North Dakota.

“County Engineer” means the Engineer of Cass County, North Dakota.

“Deposit Site” means the location identified on Exhibit E attached hereto.

“Design Documents” means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details, and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records, and submittals necessary for, or related to, the design of the SWDCAI.

“Developer” means the individual, partnership, corporation, or joint venture that enters the Project Agreement with the Authority to design, finance, build, operate, and maintain the SWDCAI. References to the Developer throughout this MOU include references to other entities engaged by the Developer to complete such work.

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

“Effective Date” means the date on which all Parties have executed this MOU.

“Engineer of Record” means an individual or individuals, properly registered as an engineer, responsible for preparing the design for the SWDCAI.

“Environment” or **“Environmental”** means air, soils, surface waters (including wetlands), groundwater, land, stream sediments, surface and subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, and cultural, historic, archaeological and paleontological resources.

“Executive Director” means the chief administrative officer of the Authority as set forth in the Joint Powers Agreement.

“Force Majeure Flood Event” means (i) until Project Substantial Completion, the gauge height for USGS gauge 05054000 (Red River) meets or exceeds 43 feet; and (ii) on or after Project Substantial Completion, more than 46,600 cfs is permitted to flow through the Diversion Inlet Structure.

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

“Good Industry Practice” means the industry practices and standards that would be exercised by a prudent and experienced developer, designer, engineer, contractor, operator, or maintenance provider engaged in the same kind of undertakings and under similar circumstances as those applying to the work.

“Hazardous Materials” means any element, chemical, compound, mixture, material or substance, whether solid, liquid or gaseous, which at any time is defined, listed, classified or otherwise regulated in any way under any Applicable Law (including CERCLA), or any other substances or conditions (including mold or other mycotoxins, fungi or fecal materials) which may create any unsafe or hazardous condition or pose any threat or harm to the Environment or human health or safety.

“Indemnified Party” means a party identified by the Project Agreement as such.

“Insurance Policies” means the insurance policies the Authority is required to carry or ensure are carried by the Developer.

“Intellectual Property” means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States or any part of the world together with all or any goodwill relating or attached thereto which is created, brought in existence, acquired, used, or intended to be used by the Authority for the purposes of carrying out the Work or otherwise for the purposes of this MOU.

“Joint Powers Agreement” means the agreement entered into by and between the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota, and the Cass County Joint Water Resource District, dated as of June 1, 2016, to create the Authority.

“Letter of Map Change” or **“LOMC”** means a letter from the Federal Emergency Management Agency reflecting an official change to an effective flood insurance rate map.

“Losses” means any loss, damage, injury, liability, obligation, costs, response costs, expense, fee, charge, judgment, penalty, or fine. Losses include injury to or death of Persons, damage or loss of property, and harm or damage to natural resources.

“MAI” means mitigation and associated infrastructure.

“Material Change or Modification” means a change or modification affecting the operation or performance of a Mobility Improvement.

“Mobility Improvement” means an improvement to an ancillary section line to facilitate increased mobility due to realignments caused by construction of the SWDCAL.

“Mobility Improvement Completion Acceptance” means an agreement between the County and the Authority that a Mobility Improvement is substantially complete.

“NDDOT” means the North Dakota Department of Transportation.

“Party” means the Authority, the City, or the County, as the context may require, and their respective legal representatives, successors, and permitted assigns, and wherever a reference in this MOU is made to any Parties hereto, **“Parties”** means the Authority, the City, and the County, collectively, and their respective legal representatives, successors, and permitted assigns.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Point of Contact” means the individual appointed and selected pursuant to Section 2.02 to act as a liaison between the City, the Authority, and the Developer.

“Program Management Consultant” means the Authority’s management consultant that will coordinate the implementation of this MOU on the Authority’s behalf.

“Project Agreement” means the contract to design, build, finance, operate, and maintain the SWDCAI that the Authority will enter with the Developer.

“Project Data” means

- (a) Design Documents; and
- (b) Any other information, documents, or data required or brought into existence or used in relation to the Work or this MOU;

in each case, that is used by or on behalf of the Authority in connection with the provision of the Work or the performance of the Authority’s obligations under this MOU.

“Project Limits” means the permanent property interests for the SWDCAI, as currently projected in Exhibit A.

“Project Substantial Completion” means the completion of all substantial completion conditions as outlined in the Project Agreement for the substantial completion of the SWDCAI.

“P3 Procurement” means the public-private-partnership solicitation process, including the Request for Qualifications and the Request for Proposals, undertaken by the Authority to select and retain a Developer as defined herein.

“Red River Control Structure” means the control structure on the Red River of the North to be procured by USACE.

“Relief Event” means as defined in the Project Agreement.

“Request for Proposals” means the solicitation that will be issued by the Authority as part of the P3 Procurement which will outline proposal requirements and seek proposals to design, finance, build, operate, and maintain the SWDCAI, and all applicable addenda. The Authority released the draft RFP on December 16, 2016, and will continue to finalize the RFP until a final RFP is released. The Authority anticipates releasing the final RFP in January 2021.

“Request for Qualifications” means the solicitation that was issued by the Authority as part of the P3 Procurement seeking statements of qualifications to design, finance, build, operate, and maintain the SWDCAI, and all applicable addenda.

“Routine Maintenance” means re-striping, snow plowing, and ice and snow control (e.g., application of salts, chlorides, or sand).

“SEAI” means the southern embankment and associated infrastructure portion of the Comprehensive Project, to be procured by USACE.

“State” means the State of North Dakota.

“Storm Water Diversion Channel and Associated Infrastructure” or **“SWDCAI”** means the approximately thirty (30) mile, 20,000 cubic feet per second (cfs) during a 100-year event channel and associated features, including the outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, and recreational features, to be constructed as part of the Comprehensive Project.

“Substantial Completion” means a Mobility Improvement is functional to its intended use.

“Third Party Claims” means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations or administrative proceedings brought by a Person that is not an Indemnified Party, including the Township, with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines, or expenses (including attorneys’ fees and expenses) sustained or incurred by such Person.

“Traffic Mitigation Route” means an existing road that may be used as a detour route during construction of the SWDCAI.

“Turnover” means the transfer of ownership and control of the Mobility Improvement from the Authority to the City as provided in Section 6.10.

“USACE” means the United States Army Corps of Engineers.

“Utility Relocation” means each relocation (temporary or permanent), abandonment, protection in place, removal, replacement, reinstallation, and/or modification of existing utilities necessary to accommodate construction, operation, maintenance, and/or use of the SWDCAI.

“Work” means design work, construction work, and maintenance, and all other work, services, and obligations required to be furnished, performed, and provided by the Authority under this MOU.

Section 1.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this MOU in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this MOU, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II. INTENT

Section 2.01 INTENT. The Authority, in conjunction with USACE, is designing, constructing, operating, and maintaining the Comprehensive Project. One element of the Comprehensive Project is the SWDCAI, which the Authority intends to deliver through a public-private partnership with a Developer. The Authority intends to transfer the majority of the obligations set forth in this MOU to the Developer through the entrance of the Project Agreement. If an obligation is not transferred to the Developer, the Authority will undertake such obligation itself or assign the same to a third party.

Section 2.02 DEVELOPER AND AUTHORITY CONTACT. Following the selection of the Developer, an Authority appointed and Developer selected contact within the agency and prime contractor (“Point of Contact”) to work with the City Representative. The intended purpose of this selected and appointed Point of Contact is to allow the City Representative to provide information to the Authority and the Developer regarding activities that may be occurring on property near the Project Limits that may have an impact on the Developer’s work, as well as to allow the City Representative to inform the Authority and the Developer of conflicts or concerns the City may have.

ARTICLE III. FLOODPLAIN

Section 3.01 USACE COORDINATION. The Parties agree and acknowledge that the intent of the Comprehensive Project is to provide flood protection for the greater Fargo-Moorhead metropolitan area from a 100-year flood event. The Authority will use its Best Efforts so that no City zones are within the 100-year floodplain except for those areas where flows are contained within the Sheyenne River channel and Sheyenne River Diversion channels. A map of the 100-year floodplain following the completion of the Comprehensive Project is attached as Exhibit D. The Parties will use their Best Efforts to coordinate on any future floodplain mapping.

Section 3.02 FUTURE MITIGATION EFFORTS. In the event the City desires to undertake future flood mitigation projects within the 100-year floodplain, the Authority will, in Good Faith, negotiate with the City to enter into a mutually agreed upon cost-sharing agreement with the City for those flood mitigation projects.

ARTICLE IV. PROPERTY INTEREST ACQUISITION

Section 4.01 ACQUISITION. The Authority will, at its sole cost and expense, obtain all easements, rights-of-way, or other interests in real property necessary for construction of the Mobility Improvement. The Authority will notify the City if any such real property interests fall within City limits. In the event the Authority is unable to acquire any easement, right-of-way, or other interest following a Good Faith attempt, the Authority will notify the City, and the City will be responsible for acquiring such easement, right-of-way, or other interest. Following the acquisition of such, the City may seek reimbursement from the Authority for the acquisition.

Section 4.02 TRANSFER OF INTEREST. For those portions of the Mobility Improvement located outside of the Project Limits that are acquired by the Authority, the Authority will convey to the City the necessary right-of-way and/or easement interests needed to operate and maintain the Mobility Improvement. The Authority will maintain ownership of those portions of the Mobility Improvement located within the Project Limits.

Section 4.03 TRANSFER TO AUTHORITY. The City holds fee simple on OIN 9461. In the location depicted on Exhibit F, the City will grant a temporary construction easement to the Authority. A draft temporary construction easement is attached as Exhibit G.

ARTICLE V. PRELIMINARY PLANNING AND ENGINEERING ACTIVITIES

Section 5.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for planning and engineering activities. The Parties understand and agree that the SWDCAI and the components described herein must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

Section 5.02 SITE TESTING. The Authority will perform all preliminary engineering activities for the Mobility Improvement, including: (a) technical studies and analyses; (b) geotechnical, seismic, flooding, and biological investigations; (c) right-of-way mapping, surveying, and appraisals; (d) utility subsurface investigations and mapping; (e) Hazardous Materials investigations; and (f) archeological, paleontological, and cultural investigations.

Section 5.03 MITIGATION. The Authority is responsible, at its sole cost and expense, for the remediation and removal of all Hazardous Materials unearthed as a result of the Mobility Improvement.

Section 5.04 ENVIRONMENTAL REVIEWS. The Authority will coordinate with USACE to ensure that all Work complies with applicable Environmental laws and regulations and receives all necessary environmental clearances.

Section 5.05 UTILITY RELOCATION. The Authority is responsible for coordinating and/or performing Utility Relocations. The Authority is coordinating with applicable third parties, including the Cass Rural Water Users District, for such relocations.

Section 5.06 PLATTING. The Authority intends to plat the Project Limits, including those found within the City's ET, and the City will cooperate with any and all efforts to plat, including signing a plat if necessary. The Parties agree the Project Limits will be defined by recorded plats.

Section 5.07 PERMITS AND APPROVALS. The Authority will secure any necessary permits and/or approvals for construction of the Mobility Improvement and is responsible for carrying out any requirements of those permits and/or approvals, including environmental requirements. Necessary permits and/or approvals do not include those permits and/or approvals preempted by permits and/or approvals issued by the North Dakota State Water Commission and

State Engineer. The City will cooperate with the Authority in Good Faith regarding permit conditions and implementation. The City agrees and acknowledges that the North Dakota State Water Commission and the State Engineer have preemptive authority to permit the SWDCAI and all construction contemplated by this MOU. If the City must secure any permits and/or approvals for filling the City lagoons, the Authority will assist the City in securing such permits and/or approvals.

ARTICLE VI. DESIGN AND CONSTRUCTION

Section 6.01 INTENT. The Parties intend that the Authority will be the lead agency for coordination with USACE for design and construction. The Parties understand and agree that the SWDCAI and the components described herein must comply with USACE rules and regulations to the extent that such rules and regulations are applicable.

Section 6.02 DESIGN. The Authority will submit all designs for the Mobility Improvement to the City for review and approval. Any designs resulting from this MOU will be the property of the Authority.

Section 6.03 CONSTRUCTION.

(a) By Project Substantial Completion, the Authority will have stockpiled approximately five hundred thousand (500,000) cubic yards of excavated material, measured by loose volume, at the Deposit Site for use by the City. Stockpiling at the Deposit Site may commence on April 1, 2022. The stockpiled material will be from the Sherack Formation, classified as lean clay or fat clay according to ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes or ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Practices) and having a moisture content of less than thirty five percent (35%). The Authority will be responsible for hauling and transporting this excavated material to the Deposit Site at its sole cost. The Authority will provide thirty (30) calendar days' advanced notice to the City of when hauling of the excavated material will begin. The City will have control of, and be responsible for all costs associated with, the relocation or movement of the excavated material following its delivery to the Deposit Site.

(b) The Authority will construct the following Mobility Improvement:

(1) Improve 15th Street West from County Road 8 (40th Avenue West/41st Street Southeast) to 32nd Avenue West. This Mobility Improvement will be constructed as a Two-Lane Township Gravel Section Road in accordance with the specifications included in Exhibit B attached hereto or as otherwise agreed to by the City Engineer.

Section 6.04 TRAFFIC MITIGATION ROUTES. The Authority will utilize Traffic Mitigation Routes to maintain adequate mobility and construction access along the SWDCAI during construction. Once the Authority has identified Traffic Mitigation Routes, it will inform the City. The use of Traffic Mitigation Routes may or may not entail upgrading an existing earthen or dirt roadway to a gravel roadway, a decision that is entirely within the Authority's discretion. During the time that traffic is detoured on a Traffic Mitigation Route, the Authority will maintain

the Traffic Mitigation Route in a condition that is smooth and free from holes, ruts, ridges, bumps, and standing water. The City will be responsible for Routine Maintenance on Traffic Mitigation Routes. Once the detour along the Traffic Mitigation Route is terminated, the Authority will either remove the road for construction of the SWDCAI or will restore the detour route to a condition that is equivalent to that which existed prior to its use.

Section 6.05 HAUL ROUTES. Prior to beginning construction, the Authority will identify existing public roads that it may utilize as haul routes and inform the City. The Authority will use its best efforts to utilize County roads, in lieu of City roads or streets, as haul routes and will work with the County Engineer in doing so. The Authority will operate and maintain the condition of these roads during construction and make any necessary adjustments to the existing public roads to accommodate the vehicles hauling construction material. The City will provide Routine Maintenance on haul routes. The Authority will comply with seasonal and other load restrictions on existing public roads. After construction of the SWDCAI is complete, the Authority will restore those roads used as haul routes to a condition equivalent to that which existed prior to their use.

Section 6.06 SIGNAGE AND LANE CLOSURES. The Authority will be responsible for traffic flow in areas impacted by construction of the Mobility Improvement, during construction, and will place and maintain appropriate signage during construction of the Mobility Improvement as necessary. The Authority will maintain traffic signals and traffic control devices in like new condition and located in their required positions. Additionally, the Authority will provide advanced notification to the City and the public of road closures, lane closures, and/or traffic switches.

Section 6.07 CHANGES AND MODIFICATIONS. Any material changes or modifications to the location of the Mobility Improvement will be subject to written approval by the City. Any Material Changes or Modifications to the design of the Mobility Improvement will be subject to review and approval by the City.

Section 6.08 CONSTRUCTION SCHEDULE. To facilitate scheduling for construction work of the Mobility Improvement, the Authority will provide the City Representative a proposed construction schedule for the Mobility Improvement and thirty (30) calendar days advanced written notice of the proposed start date for the Mobility Improvement.

Section 6.09 SUBSTANTIAL COMPLETION. The Authority will provide the City Representative and the County Representative with written notice of any anticipated Substantial Completion of the Mobility Improvement: (i) no later than sixty (60) calendar days and (ii) no later than fifteen (15) Business Days prior to the anticipated date for Substantial Completion. No later than ten (10) Business Days prior to the anticipated date for Substantial Completion, the County Representative and the Authority will conduct a final inspection of the Mobility Improvement to determine whether the structure meets the requirements as provided in this MOU. If the County Representative finds the construction is insufficient, whether due to it being incomplete or non-compliant with the requirements as provided in this MOU, as applicable, the County Representative will notify the Authority of such fact and the Authority will correct such deficiency in the construction work and re-notify for inspection. Once the County Representative finds the

Mobility Improvement has reached Substantial Completion, the County will provide a certificate of Mobility Improvement Completion Acceptance to the Authority.

Section 6.10 OWNERSHIP.

(a) Upon Project Substantial Completion, the Authority will transfer ownership and control of the Mobility Improvement to the City and to any other authorities having jurisdiction over those elements (“Turnover”).

(b) The Authority will warrant that the work on a Mobility Improvement is complete and conforms to Good Industry Practice and that all materials and equipment furnished as a part of the work are of good quality and free of defects in materials and workmanship. This warranty will be effective for a period of one (1) year beginning on the date of Project Substantial Completion.

Section 6.11 INSPECTION AND ACCESS. The City will have the right to inspect the construction work to be performed hereunder at any time during its progress and to make final inspection upon notification of anticipated Substantial Completion. The Authority will permit and facilitate reasonable access for the City for the reasonable inspection of a Mobility Improvement and shall cooperate fully with City inspection personnel. Inspections may only be made upon reasonable notice to the Authority and during business hours, and the City must comply with the Authority’s site safety requirements. In an emergency, the City may access the site as needed and provide notice as soon as reasonably possible to the Authority. The presence or absence of a City inspector does not relieve the Authority from any requirement in this MOU, nor is any City inspector authorized to issue instructions to the Developer or change any term or condition of this MOU.

Section 6.12 32ND AVENUE WEST AND 52ND AVENUE WEST SWDCAI CROSSINGS. The base design for the SWDCAI includes a crossing at 32nd Avenue West. A crossing of the SWDCAI at 52nd Avenue West is included in an optional bid package and may not be constructed as part of the SWDCAI.

**ARTICLE VII.
MAINTENANCE**

Section 7.01 MOBILITY IMPROVEMENT. Prior to Turnover, the Authority will perform maintenance, aside from Routine Maintenance, on the Mobility Improvement to keep the road in good condition. At all times following Turnover, the City will maintain the Mobility Improvement that is located outside of the Project Limits, and the Authority, at its sole cost and expense, will perform maintenance, aside from Routine Maintenance, on the Mobility Improvement that is located within the Project Limits to keep the roads in good condition. The City will be responsible for Routine Maintenance of the Mobility Improvement at all times, whether located inside or outside the Project Limits.

Section 7.02 SIGNAGE. If the Authority installs any permanent signage during the work outlined in this MOU, the City may repair or replace the signage, as necessary, and submit an

invoice to the Authority, in accordance with Exhibit C attached hereto, for the expense of such repair or replacement.

ARTICLE VIII. FUTURE CHANGES OR MODIFICATIONS

Section 8.01 MOBILITY IMPROVEMENT. The City, in cooperation with the County, has the ability to make any future changes or modifications to the Mobility Improvement without the consent of the Authority so long as the change or modification does not impact the SWDCAI.

Section 8.02 19TH AVENUE NORTH SWDCAI CROSSING. In the event the City desires to add a crossing of the SWDCAI at 19th Avenue North, the Authority and the County will, in Good Faith, negotiate with the City to enter into a mutually agreed upon cost-sharing agreement for a 19th Avenue North crossing of the SWDCAI.

Section 8.03 12TH AVENUE NORTH CORRIDOR WIDENING. In the event the City desires to widen the 12th Avenue North corridor, the Authority and the County will, in Good Faith, negotiate with the City to enter into a mutually agreed upon cost-sharing agreement for the widening of the 12th Avenue North corridor.

Section 8.04 32ND AVENUE WEST CORRIDOR WIDENING. In the event the City desires to widen the 32nd Avenue West corridor, including modifying the current bridge over the Sheyenne River diversion, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-sharing agreement for the widening of the 32nd Avenue West corridor.

Section 8.05 52ND AVENUE WEST CORRIDOR WIDENING. In the event the City desires to widen the 52nd Avenue West corridor, including modifying the current bridge over the Sheyenne River diversion, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-sharing agreement for the widening of the 52nd Avenue West corridor.

Section 8.06 52ND AVENUE WEST CORRIDOR UPGRADE. In the event the City desires to upgrade the 52nd Avenue West corridor, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-sharing agreement for the upgrading of the 52nd Avenue West corridor.

Section 8.07 15TH STREET WEST INTERCHANGE/OVERPASS. In the event the City desires to construct a new interchange/overpass of Interstate 94 at 15th Street West, the Authority will use its Best Efforts to coordinate with the City and NDDOT for construction of a new interchange/overpass.

Section 8.08 15TH STREET NORTHWEST CORRIDOR UPGRADE AND CROSSING. In the event the City desires to add a crossing of the Sheyenne Diversion or the BNSF railroad tracks at 15th Street Northwest or upgrade the 15th Street Northwest corridor, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-share agreement for the crossing or upgrading of 15th Street Northwest.

Section 8.09 38TH STREET WEST CORRIDOR UPGRADE. In the event the City desires to upgrade the 38th Street West corridor, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-sharing agreement for the upgrading of the 38th Street West corridor.

Section 8.10 26TH STREET NORTHWEST CORRIDOR UPGRADE AND CROSSING. In the event the City desires to add a crossing of the Sheyenne Diversion or the BNSF railroad tracks at 26th Street Northwest or upgrade the 26th Street Northwest corridor, the Authority will, in Good Faith, negotiate with the City and the County to enter into a mutually agreed upon cost-share agreement for the crossing or upgrading of 26th Street Northwest.

Section 8.11 UTILITY, WATER, AND SEWER CROSSINGS. In the event the City desires for its utilities, water lines, and/or sewer lines to cross the SWDCAI, the Authority will use its Best Efforts to coordinate with the City and other third parties as applicable, including the Cass Rural Water Users District, for such to cross the SWDCAI, including investigating alternative methods of installation.

Section 8.12 OTHER CROSSINGS. In the event the City desires to add a crossing of the SWDCAI, the City must secure written approval from the Authority; provided, however, low water crossings of the SWDCAI will neither be considered nor allowed by the Authority.

ARTICLE IX. INSURANCE AND LIABILITY

Section 9.01 INSURANCE.

(a) The Authority will procure and maintain the following insurance coverage until Turnover of the Mobility Improvement:

(1) Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The City is to be named as additional insured on a primary, non-contributory basis.

(2) Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to, the statutory liability under the State of North Dakota's workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

(3) Claims Made Project Specific Errors & Omissions (Professional Liability) Insurance in connection with design and construction with a minimum combined total period of ten (10) years for design, construction, and extended reporting with limits of at least \$2,000,000 per claim and in the aggregate.

(4) All Risk Insurance in completed value form including coverage for permanent and/or temporary works executed and in the course of execution, materials, supplies, equipment, and other goods of at least \$10,000,000.

(b) The Authority will procure and maintain the following insurance coverage after Turnover of the Mobility Improvement for the warranty term provided in Section 6.10(b) of this MOU:

(1) Commercial General Liability Insurance including coverage for premises and operations, bodily injury (including death), personal injury, property damage (including loss of use), product and completed operations, explosion, collapse and underground, and contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The City is to be named as additional insured on a primary, non-contributory basis.

(2) Workers' Compensation and Employer's Liability Insurance including coverage for, but not limited to statutory liability under the State of North Dakota's workers' compensation laws and employer's liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

Section 9.02 RELEASE OF LIABILITY AND INDEMNITY.

(a) Except as set forth in the following Section, to the fullest extent permitted by Applicable Law, the Authority will require that the Developer release, defend, indemnify, and hold harmless the City on demand and from and against any and all liability for Losses arising from Third Party Claims, in each case, to the extent such Losses arise out of, or as a consequence of, any breach of the MOU by the Developer or any negligence of the Developer. Additionally, the Authority will retain responsibility for the following key decisions and matters relating to the scope of the SWDCAI and the Comprehensive Project and the interaction of the SWDCAI with the SEAI and MAI ("Authority-Retained Responsibilities"):

(1) The decision to undertake the SWDCAI and the Comprehensive Project;

(2) The decision to deliver the Comprehensive Project through a split procurement model with the Authority procuring the SWDCAI and USACE procuring the SEAI and the MAI;

(3) The decision as to the location and alignment of the Project Limits;

(4) The decision as to the form of the flood management system and the level of flood protection to be delivered through the SWDCAI and the Comprehensive Project;

(5) The design, construction, operation, and maintenance of the SEAI and the MAI; and

(6) From time to time, the decision as to whether or not to operate the Red River Control Structure, the Wild Rice River Control Structure, or the Diversion Inlet Structure.

Section 9.03 EXCLUSIONS FROM INDEMNIFICATION. The Authority will not require the Developer to be responsible or to be obliged to release, defend, indemnify, or hold harmless the City with respect to any liability or Losses to the extent that the same arise as a direct result of:

- (a) The Authority-Retained Responsibilities;
- (b) A Compensation Event or Relief Event;
- (c) The presence of Hazardous Materials for which the Authority is responsible under the terms of the Project Agreement;
- (d) The fraud, negligence, recklessness, bad faith, or willful misconduct of the City;
- (e) Any Losses suffered by the City under a contract with a third party;
- (f) Any breach of the MOU by the Authority; or
- (g) Any Losses suffered by the Township with respect to use of the Project Data, or any Intellectual Property related to the Project Data, other than any use specifically for the SWDCAI.

Section 9.04 CONDUCT ON THIRD PARTY CLAIMS.

(a) Where the City is entitled to make a claim under this MOU against the Developer in relation to a Third Party Claim, the City shall give notice of the relevant claim to the Developer promptly, setting out the full particulars of the claims.

(b) Subject to the rights of the insurers under the Insurance Policies, the Developer may at its own expense, and with the assistance and cooperation of the City, conduct and control the Third Party Claim including its settlement and the City shall not, to the extent that the Developer has elected to conduct and control the relevant Third Party Claim, take any action to settle or prosecute the Third Party Claim.

(c) The Developer shall, if it wishes to have conduct and control of any Third Party Claim, reimburse the City for any cost or liability arising out of the conduct and control of the Third Party Claim by the Developer within thirty (30) calendar days of receiving an invoice from the City with respect to such costs.

(d) The City shall at all times take all reasonable steps to minimize and mitigate any loss for which the City is entitled to bring a claim against the Developer pursuant to this MOU.

Section 9.05 CERTIFICATES OF INSURANCE. Prior to commencing construction work under this MOU, the Authority will furnish to the City Representative certificates of insurance evidencing the coverages, endorsements, and amendments described herein. The Authority will notify the City in writing at least five (5) Business Days prior to any cancellation, non-renewal, substitution, or material alteration of insurance.

ARTICLE X. TERM AND TERMINATION

Section 10.01 TERM. This MOU will continue in full force and effect until either (i) the termination of the Original Term or a Renewal Period as provided herein; or (ii) this MOU is terminated or rescinded in accordance with the terms and conditions of this MOU.

Section 10.02 PROJECT SUBSTANTIAL COMPLETION. The original term of this MOU will be from the Effective Date until three (3) years following Project Substantial Completion (the “Original Term”). The MOU will automatically renew following the Original Term for successive ten (10) year periods (a “Renewal Period”) unless a Party provides three hundred sixty-five (365) days’ prior written notice to the other Party that renewal is not desired.

Section 10.03 TERMINATION. The Parties must mutually agree, in writing, to terminate this MOU. The Parties may not terminate this MOU, however, prior to three (3) years following Project Substantial Completion.

ARTICLE XI. DISPUTE RESOLUTION

Section 11.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this MOU are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this MOU. If disputes cannot be resolved informally by the Parties, the following procedure will be used.

Section 11.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, the mediator shall be selected by the American Arbitration Association (“AAA”) in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or on-going relationship with any Parties. The Parties agree that only one (1) mediator shall be selected as the AAA mediator, and the Parties will equally share in the costs for mediation services.

Section 11.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after selection of the mediator pursuant to Section 10.02, the Parties may litigate the matter.

Section 11.04 LITIGATION; VENUE. All litigation between the Parties arising out of or pertaining to this MOU or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 11.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this MOU, or arising out of, under, or

in any connection with this MOU, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this MOU. This provision is a material inducement for all Parties entering into this MOU. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE XII. THIRD PARTY BENEFICIARIES

Section 12.01 DEVELOPER. The Authority and the City specifically agree and acknowledge the Developer's reliance upon this MOU in constructing and maintaining the SWDCAI. As a result, the Authority and the City agree and acknowledge that, at any time during which one or more of the Parties is in breach or default of its respective obligations arising out of or related to this MOU, the Developer may enforce the terms and conditions of this MOU including, without limitation, by securing a court order directing the Party to perform its obligations under the MOU. In addition to the foregoing, the Developer shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to the Developer.

ARTICLE XIII. REIMBURSEMENT

Section 13.01 REIMBURSEMENT. Between the Effective Date and Project Substantial Completion, the City may seek reimbursement from the Authority for any engineering, dust control, and/or inspection costs incurred as a result of work provided under this MOU, in an amount up to \$1,500 annually. The amount sought for reimbursement is capped at \$1,500.00 annually for an entity regardless of the number of memorandums of understanding an entity enters with the Authority for the construction of the SWDCAI or the Comprehensive Project. The first annual period shall run from the Effective Date until the date preceding the first anniversary of the Effective Date. Annual periods thereafter shall run from the anniversary of the Effective Date until the date preceding the next anniversary of the Effective Date. The City shall submit an invoice for such costs and expenses in accordance with the procedure outlined in Exhibit C attached hereto.

ARTICLE XIV. MISCELLANEOUS

Section 14.01 COMPLETE AGREEMENT. This MOU contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

Section 14.02 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 14.03 AMENDMENTS. This MOU may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this MOU.

Section 14.04 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this MOU.

Section 14.05 FORCE MAJEURE. Neither the Authority nor the City will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; Force Majeure Flood Event; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 14.06 AUTHORIZED REPRESENTATIVES. Each of the Authority, the City, and the County hereby designates the following individuals as its initial authorized representatives, respectively, to administer this MOU on its respective behalf:

- | | | |
|-----|---------------------------|---|
| (a) | Authority Representative: | Program Management Consultant and
Executive Director |
| (b) | City Representative: | City Administrator |

Section 14.07 NOTICE.

(a) All notices under the MOU will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to the Authority will be marked as regarding the SWDCAI and will be delivered to the following address or as otherwise directed by the Authority Representative:

Jacobs
64 4th Street North, Suite 300
Fargo, North Dakota 58102

and

Executive Director
P.O. Box 2806
207 4th Street North, Suite A
Fargo, North Dakota 58102

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

800 4th Avenue E, Suite #1
West Fargo, North Dakota 58078

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CST and all other notices received after 5:00 p.m. CST will be deemed received on the first Business Day following delivery.

Section 14.08 GOVERNING LAW. This MOU will be governed and construed in accordance with the laws of the State of North Dakota.

Section 14.09 FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for the United States Environmental Protection Agency (“EPA”) in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. On or prior to the Effective Date, the City will complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 23, which are attached within Exhibit H to this MOU. The City will also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Section 14.10 DEBARMENT AND SUSPENSION. The City certifies it will not knowingly enter into a contract with anyone who is ineligible under 40 CFR Part 32 to participate in the Comprehensive Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. The City represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this MOU. On or prior to the Effective Date, the City will complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached within Exhibit H to this MOU.

Section 14.11 CIVIL RIGHTS OBLIGATIONS. The City will comply with the following, federal non-discrimination requirements:

(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).

(b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.

- (c) The Age Discrimination Act of 1975, which prohibits age discrimination.
- (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- (e) 40 CFR Part 7, as it relates to the foregoing.
- (f) Executive Order No. 11246.

On or prior to the Effective Date, the City will complete and submit to the Authority the federal certification form regarding civil rights, which is attached within Exhibit H to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed on the dates indicated below.

(Remainder of page intentionally left blank.)

Signature Page for Metro Flood Diversion Authority

The governing body of the Metro Flood Diversion Authority approved this MOU on the _____ of _____, 2021.

METRO FLOOD DIVERSION AUTHORITY

By: _____
Johnathan Judd, Chair

By: _____
Joel Paulsen, Executive Director

ATTEST:

By: _____
Heather Worden, Secretary

Signature Page for the City of West Fargo, North Dakota

The governing body of the City of West Fargo, North Dakota, approved this MOU on the _____ of _____, 2021.

THE CITY OF WEST FARGO, NORTH DAKOTA

By: _____
Bernie Dardis, Mayor

ATTEST:

By: _____
Tina Fisk, City Administrator

EXHIBIT A **PROPOSED LOCATION OF SWDCAI**

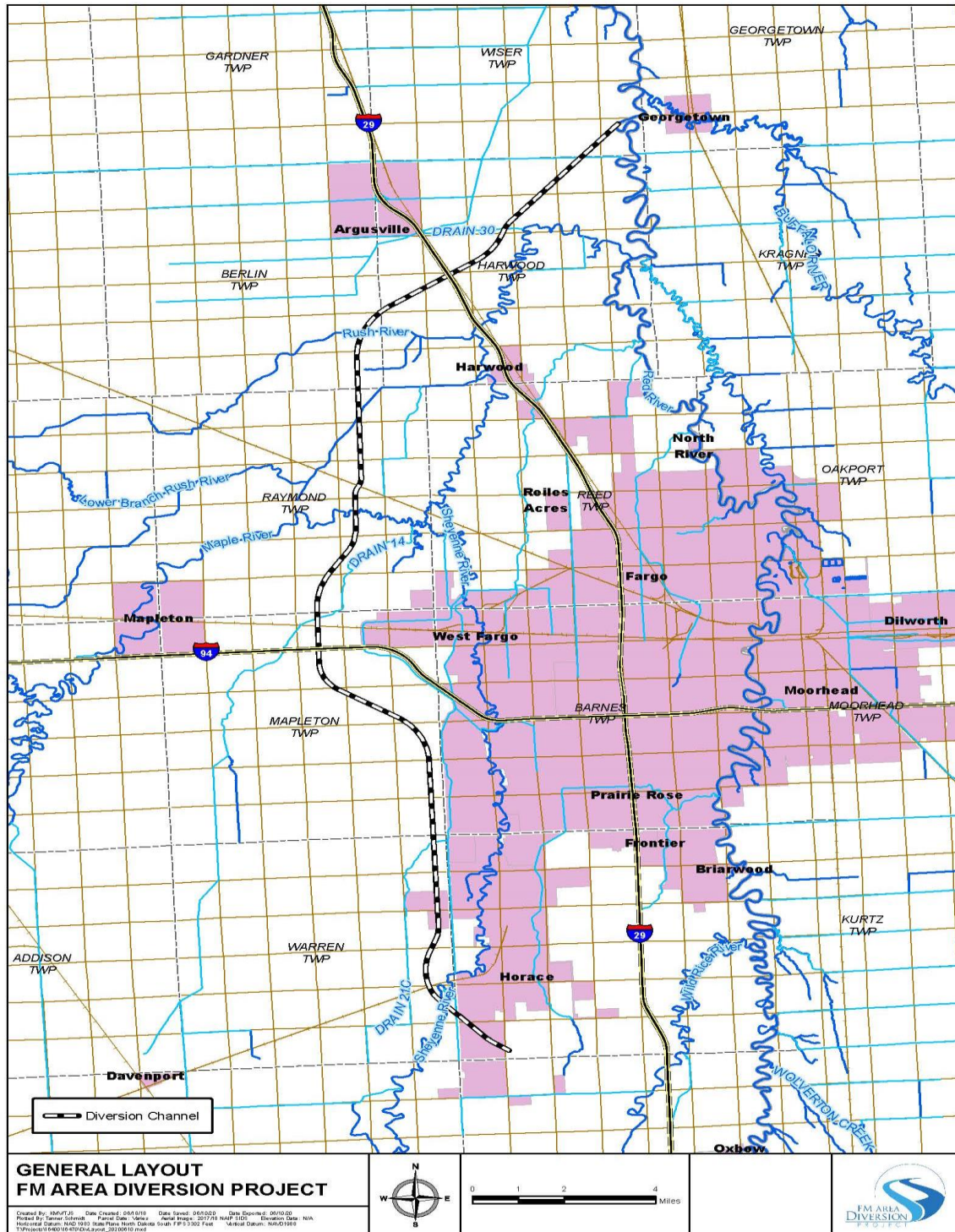


EXHIBIT B
MINIMUM DESIGN STANDARDS

<i>Minimum Design Standards for New or Reconstruction of Existing Infrastructure</i>							
Typical Section	Design Speed	Right of Way	Roadway Width	Turn Lanes	Minimum Section Thickness	Access Controls	Bike/Ped Facilities
Two-Lane Township Gravel Section	55 mph	100 feet	28 feet	No	4 inches gravel	¼ mile spacing	Not Applicable
Two-Lane Rural Paved Section	55 mph	200 feet	32 feet	No	12 inches base + HBP	¼ mile spacing	4-foot paved shoulder

EXHIBIT C

AUTHORITY INVOICING REQUIREMENTS

The Metro Flood Diversion Authority (the “Authority”) has engaged with the United States Army Corps of Engineers (hereinafter “USACE”) to design and construct the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”). For the design and construction of the Storm Water Diversion Channel and Associated Infrastructure (“SWDCAI”), a component of the Comprehensive Project, the Authority has entered memorandums of understanding with Third Parties for the relocation of the Third Parties’ facilities. Work completed for the relocation of a Third Party’s facilities will be invoiced according to the Authority Invoicing Requirements (the “Procedure”) set forth therein. Details for the submission of an invoice are outlined in each individual MOU.

1. Invoicing

Invoices are to be submitted monthly and will be processed in accordance with the invoicing and payment terms of this Procedure. Separate invoices are required for each month in which costs are incurred for work performed, not to exceed the agreement amount(s) for the authorized scope of services.

The scope of services that the Third Party shall complete are defined by the MOU, and the Third Party shall submit final cost estimates to the Authority for review and approval prior to commencing work (“Final Cost Estimate”). Each Final Cost Estimate will detail the scope of services, work schedule, and cost budget. The Authority may make or approve changes to the Final Cost Estimates within the scope of services as defined by the MOU. As applicable, an equitable adjustment will be made through an amendment to the Final Cost Estimate.

To ensure prompt processing and payment, please submit all FM Diversion project related invoices to the following email address: APIInvoicesFMDiv@ch2m.com, copied to fmdiversion@cityoffargo.com.

In order to process invoices efficiently and to facilitate accurate cost tracking on the SWDCAI, the Authority requires specific and detailed information on each invoice. Please ensure each invoice includes the following items:

- A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:
 - 1) Company Name and Address;
 - 2) Company’s preferred remittance address, if different from the address on the invoice’s coversheet;
 - 3) Company federal employer identification number;
 - 4) Invoice Number and Date (each invoice, including resubmittals, are to be uniquely numbered);
 - 5) Invoicing Period (month that charges were incurred);
 - 6) Purchase Order Number (to be issued by the Authority); and

- 7) Provide a table listing (see Table 1 below) outlining the total amount for each Final Cost Estimate number under this MOU (original estimated/quoted cost) with the following:
- Agreement Number / Task Title (to be issued by the Authority);
 - Schedule Activity ID (to be issued by the Authority);
 - Original Amount – dollar amount estimated in the Final Cost Estimate;
 - Amendment Amount – as applicable (total dollar amount of all authorized amendments as of the date of the invoice);
 - Total Amount – total of Original Amount and Amendment Amount;
 - Previously Invoiced Amount – total dollar amount previously invoiced under the MOU (not including the current invoice);
 - Amount Due this Invoice – total dollar amount for the current invoice;
 - Balance Remaining – difference between the Total Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice; and
 - Estimate at Completion (EAC) – total estimated costs at the completion of the scope of work outlined in each Final Cost Estimate under the MOU. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount, please provide notification to the Authority.

B) Provide amount of invoice and supporting documentation by task:

- For allowable expenses as provided in the MOU.
- If unallowable costs are determined during the invoice approval process, the Third Party will be notified. The invoice will be returned with comments and can be resubmitted after the comments are addressed in accordance with the MOU.
- Monthly Status Report. Provide summary of work activities performed during the invoicing period.

TABLE 1 – Budget Tracking

Final Cost Estimate Number / Task Title	Activity ID	Original Amount	Amendment Amount	Total Amount	Previously Invoiced Amount	Amount Due this Invoice	Balance Remaining	Estimate At Completion
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
TBD	TBD	\$	As applicable	\$	\$	\$	\$	\$
TBD	TBD	\$	As applicable	\$	\$	\$	\$	\$
Totals								

2. **Payments and Final Accounting**

- A) The Authority shall remit payment to a Third Party for such balance due within thirty (30) calendar days after receiving a proper invoice

- B) The Third Party agrees to provide the Authority with estimates of any differences in the Final Cost Estimate anticipated to be five percent (5%) or greater than the figure included in the Final Cost Estimate by the Third Party.
- C) The Third Party will submit a final accounting to the Authority in accordance with the terms of the MOU.

3. **Miscellaneous**

- A) If any term or other provision of this Procedure is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Procedure shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Procedure so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.
- B) This Procedure shall be governed by and enforced in accordance with the laws of the State of North Dakota.

(Remainder of page intentionally left blank.)

EXHIBIT D

MAP OF POST-PROJECT 100-YEAR FLOODPLAIN

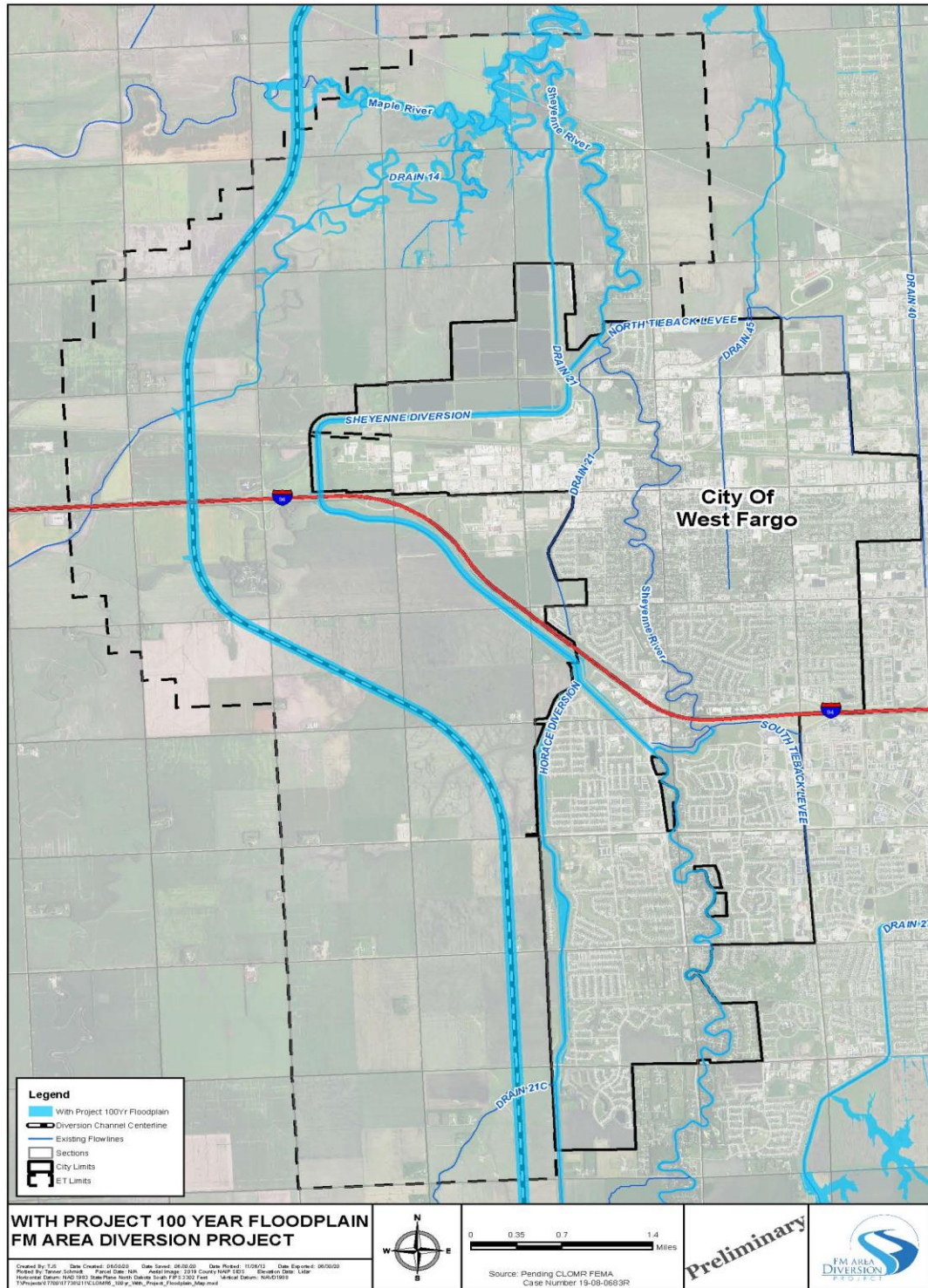


EXHIBIT E

DEPOSIT SITE

Legal Description

158.35 Acres located in part of the N½ of Section 1, Township 139, Range 50 West of the 5th Principal Meridian, further described as follows:

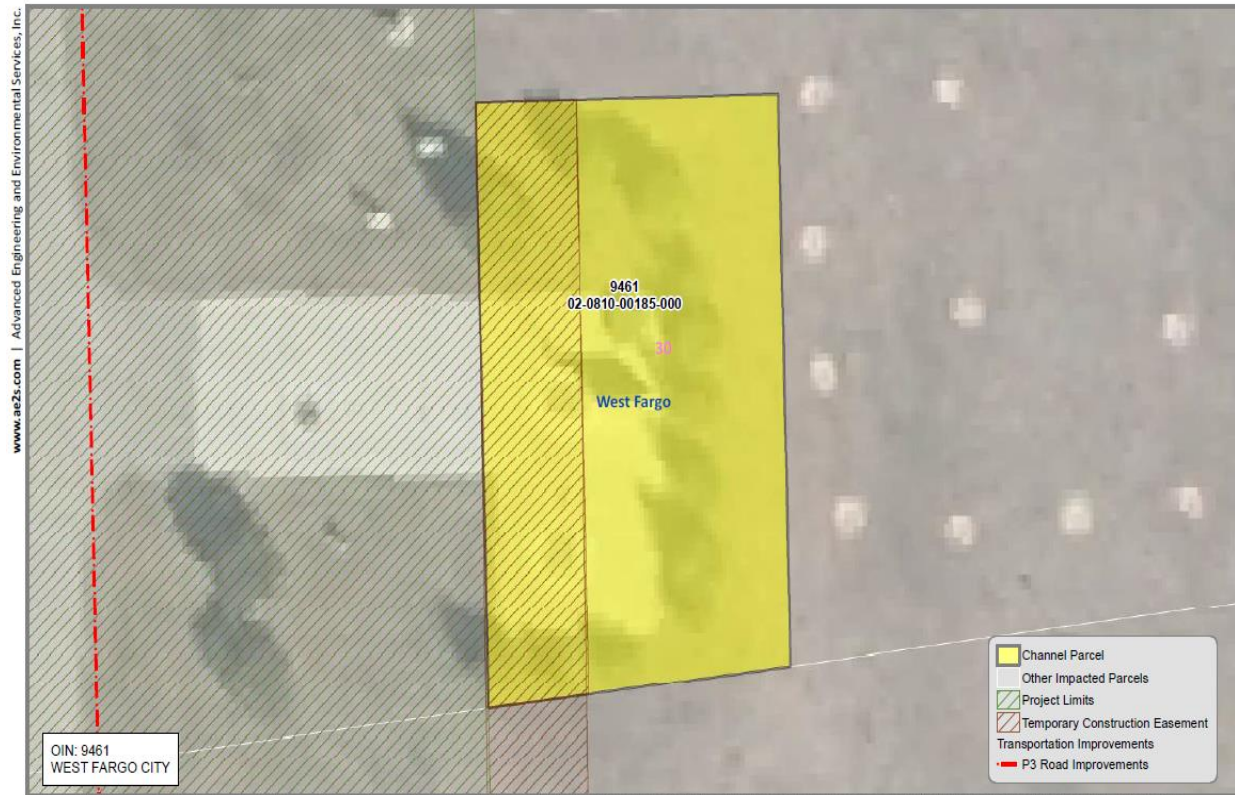
Beginning at the Northeast Corner of Section 1 then S02°44'21" E along the East line of Section 1 for 1305.44' to a point on the North Right of Way of the Sheyenne Diversion; thence S87°22'16" W parallel to the North line of Section 1 along the North Right of Way of the Sheyenne Diversion for 5287.52' to a point on the West line of Section 1; thence N02°26'39" W along the West line of the Sheyenne Diversion of Section 1 for 1305.45' to the Northwest corner of the Sheyenne Diversion of Section 1; thence N87°22'16" E along the North line of Section 1 for 5280.60' to the point of beginning.

Map

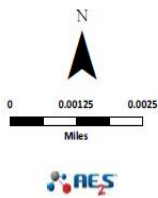


EXHIBIT F

PROPERTY INTEREST GRANT



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data.
Final acreages and legal descriptions to be determined by boundary survey.
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\MOU's_ChannelParcels\Mapbook_PerParcel.mxd



Locator Map Not to Scale

PENDING MOUS CHANNEL PARCELS

FM AREA DIVERSION
Map Date: 12/20/2019



EXHIBIT G

DRAFT TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this ____ day of _____, 20__, by [SELLER NAME 1], [MARITAL STATUS] whose post office address is [ADDRESS] (“Grantor”); _____, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (“Grantee”).

RECITALS

A. The United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Authority entered into a Project Partnership Agreement on July 11, 2016, and amended on March 19, 2019, for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Reduction Project, commonly referred to as the Fargo-Moorhead Area Diversion Project (the “Diversion Project”).

B. Grantee is authorized to acquire the real property necessary for purposes of constructing, operating and maintaining the Diversion Project.

C. Grantor owns certain real property necessary for the Diversion Project that the Grantee must acquire. Grantor agrees to convey a Temporary Construction Easement to the Grantee in, on, upon, under, over, across and through the property described below for purposes of the Diversion Project, all subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

The Temporary Easement Property. Grantor grants and conveys to Grantee a temporary easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

[TEMPORARY EASEMENT LEGAL DESCRIPTION]

(the “Temporary Easement Property.”)

Easement Rights. Under this Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, this temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: ingress and egress to and from the Diversion Project; constructing the Diversion Project; moving, storing, and removing equipment, materials, and supplies; erecting and removing temporary structures on the Temporary Easement Property; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials on or from the Temporary Easement Property; and any other work necessary and incident

to the construction and improvement of the Diversion Project. Grantee is not responsible for pre-existing environmental contamination or liabilities.

Term. This Easement, and all the rights, privileges, and easements granted in this Easement, will continue for a period of ____ years from the date of Grantor's execution, or until Grantee completes the Diversion Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property.

Term. The Grantee's rights under this Easement commence on the sooner of the date Grantee gives Grantor written notice of commencement of this Easement, or ____ years from the date of this Easement (the "Commencement Date"), and will expire on the fifth anniversary of the Commencement Date, unless the Grantee completes construction of the Diversion Project sooner, in which case this Easement will expire upon the Grantee's completion of construction of the Diversion Project and satisfies the terms of this Easement. However, the parties acknowledge and agree some rights granted under this Easement, including the right to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles on or from the Temporary Easement Property, as well as the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property. The parties further agree Grantee may elect to extend the term of this Easement by up to _____ additional ____ year terms, by providing written notice of intent to extend this Easement to Grantor by November 1 of the final year at least 90 days before the end of the term of this Easement (either the original ____ year term or subsequent ____ year terms, as applicable).

Structures and Personal Property. Unless otherwise agreed by the parties, Grantor will remove any buildings, structures, personal property, or other items left on the Temporary Easement Property on or before [CLOSING DATE]. Any buildings, structures, personal property, or other items remaining on the Temporary Easement Property after [CLOSING DATE], will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any buildings, structures, personal property, or other items from the Temporary Easement Property, at its sole discretion and at its sole cost.

Grantor Covenants. Grantor warrants that Grantor is the fee simple owner of the Temporary Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Temporary Easement Property, or any portion of the Temporary Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Temporary Easement Property, or any portion of the Temporary Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Temporary Easement Property, or any portion of the Temporary Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and all its officers, agents, representatives, employees, and contractors from and against any and all

claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Temporary Easement Property.

Taxes. Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Temporary Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Temporary Easement Property.

Grantor's Use of the Temporary Easement Property. Grantor has the right and privilege to use the Temporary Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Temporary Easement Property in any manner that disrupts or interferes with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project, when directed by Grantee, at Grantor's sole cost. Grantor will repair or replace any of Grantee's structures, facilities, right of way, or any other property owned by Grantee damaged by Grantor or as a result of Grantor's use of the Temporary Easement Property, at Grantor's sole cost.

Encumbrances. Grantor will not encumber the Temporary Easement Property or enroll the Temporary Easement Property in any federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Temporary Easement Property, Grantee's rights and privileges under this Easement, or with the Diversion Project. Grantor may mortgage the Temporary Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as such mortgage is subordinated to this Easement. If Grantor rents or leases the Temporary Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee.

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

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

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

Entire Agreement. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

Modifications. Any modifications or amendments of this Easement must be in writing and signed by both Grantor and Grantee.

Binding Effect. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' successors and assigns.

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

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

(Signatures appear on following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR

By: _____
xxx

Its: _____
xxx

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared [SELLER NAME 1], [MARITAL STATUS], known to me to be the person that is described in, and who executed the within and foregoing instrument, and acknowledged to me that [SHE]he executed the same.

Notary Public, _____ County, _____
My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

By: _____
Chair

ATTEST:

Secretary-Treasurer

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the Chair and Secretary-Treasurer, respectively, of _____, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of _____.

Notary Public, State of North Dakota
My Commission Expires:

(SEAL)

The legal description contained in this document was prepared by:

[SURVEYOR INFORMATION]

EXHIBIT H
FEDERAL CERTIFICATION FORMS
CERTIFICATION REGARDING FEDERAL LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
 - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized
Representative

PLEASE RETURN TO:

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

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

Street

City, State, Zip Code

PLEASE RETURN TO:

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

Office Email Address

NORTH DAKOTA FLOOD DIVERSION PROJECT APPLICATION-RELATED WORK REIMBURSEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of _____, 2021, by and between the **METRO FLOOD DIVERSION AUTHORITY**, a North Dakota political subdivision, whose post office address is 207 4th Street N, Suite A, Fargo, ND 58102 (the "Diversion Authority") and **MAGELLAN PIPELINE COMPANY, L.P.**, a Delaware limited partnership with its principal office at One Williams Center, PO Box 22186, OTC-8, Tulsa, OK 74121 ("Magellan"). Collectively, Diversion Authority and Magellan may be referred to hereinafter as the "Parties."

RECITALS

WHEREAS, the Diversion Authority is pursuing the Fargo-Moorhead Metropolitan Area Flood Diversion Project (the "Diversion"), which involves construction of a diversion channel and related structures located, among other places, west of the City of West Fargo, North Dakota;

WHEREAS, Magellan owns and operates a pipeline system known as the Alexandria-Grand Forks #1-6 Pipeline, which extends from the Alexandria, Minnesota terminal to Grand Forks North Dakota terminal, (the "Pipeline");

WHEREAS, the Diversion Authority has requested that Magellan relocate a portion of the Pipeline to accommodate the Diversion (the "Relocation Project");

WHEREAS, the Parties are in negotiations over the Memorandum of Understanding ("MOU") that will govern the Relocation Project;

WHEREAS, the Diversion Authority has indicated to Magellan that it desires Magellan's Relocation Project to be complete at a time to be determined, but potentially as soon as the fall of 2021;

WHEREAS, in order to complete the Relocation Project, Magellan may need to obtain approvals from the North Dakota Public Service Commission ("NDPSC"), one of which may be a Certificate of Corridor Compatibility and a Route Permit ("CCC/RP");

WHEREAS, in order to make required applications to the NDPSC to gain approvals to complete the Relocation Project, Magellan needs to engage in certain survey, engineering, geotechnical study analysis and environmental permitting; including but not limited to identification of study area, survey corridor, right-of-way, alignment sheet, engineering drawings, and route, agency consultation, field survey work and report preparation, right-of-way acquisition, and CCC/RP application preparation and related work (collectively, the "Application-Related Work");

WHEREAS, the Application-Related Work will require Magellan to incur expenses and costs, including but not limited to expenses and costs for third-party surveyors, environmental consultants, and legal counsel, plus 20% to cover overhead related to third-party costs (the "Application-Related Work Expenses");

WHEREAS, in order to potentially be in a position to complete the Relocation Project within the 2021 construction season as indicated by the Diversion Authority, the Application-Related Work needs to be completed during the 2021 survey season so that the CCC/RP

application may be filed with the NDPSC, and the NDPSC process completed, and any other necessary permits, approvals, and/or authorizations obtained, in time for Magellan to do the Relocation Project work in the 2021 construction season;

WHEREAS, Magellan is willing to undertake the Application-Related Work before the MOU is finalized, provided that the Diversion Authority agrees to reimburse Magellan for the costs of the Application-Related Work Expenses whether incurred directly by Magellan or by Magellan's contractors and/or counsel;

WHEREAS, the Diversion Authority understands and acknowledges that the time periods stated herein are aspirational in nature;

WHEREAS, the Diversion Authority understands and acknowledges that the timing of the Relocation Project is not within Magellan's sole control and Magellan does not, by entering into this Agreement, commit to completing the Relocation Project during the 2021 construction season or otherwise;

WHEREAS, the Diversion Authority understands and acknowledges that, depending upon the Diversion Authority's decision as to the location for the Diversion, including but not limited to Drain 14, and/or the specifications for the Relocation Project, Magellan may not presently have the land rights necessary to complete the Relocation Project and may be unable to obtain those land rights at all or at an early enough date for Magellan to commence and/or complete the Relocation Project work in the 2021 construction season;

WHEREAS, the Diversion Authority agrees that it will reimburse Magellan for the Application-Related Work Expenses, including such Application-Related Work Expenses as Magellan has already incurred in coordination with the Diversion Authority and/or its representatives with respect to the Relocation Project;

WHEREAS, this Agreement shall not create an obligation for Magellan to complete the Relocation Project until at least such time as (a) the same is approved by Magellan's management and, if required, the Board of Directors of Magellan Pipeline Company, L.P., and (b) execution of the MOU; and

WHEREAS, the Parties desire to memorialize the agreement for the Diversion Authority to pay Magellan for the Application-Related Work.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are substantive in nature and incorporated by reference as though fully set forth herein.
2. Application-Related Work. Magellan shall use reasonable efforts to complete the Application-Related Work as promptly as reasonably practicable. Magellan shall work diligently to try to be in a position of owning the necessary land rights and having the necessary internal and governmental approvals so that Magellan could complete the Relocation Project in 2021, if possible, and if requested to do so by the Diversion Authority. Notwithstanding the foregoing, the Diversion Authority acknowledges and

agrees that Magellan does not, by entering into this Agreement, represent that it will in fact be in a position to complete the Relocation Project in 2021.

3. Budget. The Diversion Authority agrees to reimburse Magellan and/or directly pay invoices by Magellan's contractors for Application-Related Work Expenses actually incurred in an aggregate amount not to exceed Two hundred eighty-five thousand nine hundred dollars (\$285,900.00). The Diversion Authority understands and acknowledges that this amount is an estimate and additional funding may be needed in order for Magellan to complete the Application-Related Work. In the event the Diversion Authority directs Magellan to perform additional services, the Diversion Authority agrees to compensate Magellan accordingly for those additional services. Magellan will make reasonable efforts to complete the Application-Related Work Expenses within the budget and will keep the Diversion Authority informed of progress toward that end so that the budget or work effort can be adjusted if necessary. Magellan is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to reimburse Magellan beyond these limits. The Diversion Authority agrees not to unreasonably withhold its direction to Magellan to perform additional work even if doing so would result in expenses in excess of the estimated amount. When any budget has been increased, Magellan's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.
4. Invoicing and Reimbursement. The Diversion Authority agrees to reimburse Magellan for Application-Related Work Expenses, provided that Magellan provides invoices that adequately substantiate the materials and labor being charged for therein. The Diversion Authority will pay the Application-Related Work Expenses within 30 days of the Diversion Authority's receipt of said invoices.
 - a) Magellan shall deliver invoices to the Diversion Authority for Application-Related Work Expenses within 60 days of Magellan's payment of the same. Magellan must review each invoice before it is sent to the Diversion Authority to determine its accuracy and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Diversion Authority for the following month.
 - b) Magellan must submit the invoice(s) to:

Metro Flood Diversion Authority
c/o Executive Director
207 4th Street N. Suite A
Fargo, ND 58102
PaulsenJ@FMDiversion.gov

And

APInvoicesFMDiv@jacobs.com
 - c) Magellan's invoices must be detailed and precise. Magellan's invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:

- i. Magellan's name and address;
 - ii. Magellan's federal employer identification number;
 - iii. Unique invoice number;
 - iv. Billing period;
 - v. Description of each activity performed for each day in which services were performed;
 - vi. Work order number associated with each activity;
 - vii. Name, billing rate, and hours worked by each person involved in each activity;
 - viii. Total amount of fees and costs "billed to date," including the preceding months;
 - ix. Preferred remittance address, if different from the address on the invoice 's coversheet;
 - x. All of the work performed during that billing period; and
 - xi. 20% overhead related to third party costs.
 - d) After the Diversion Authority receives Magellan's invoice, the Diversion Authority will either process the invoice for payment or give Magellan specific reasons, in writing within fifteen (15) business days, why part or all of the Diversion Authority's payment is being withheld and what actions Magellan must take to receive the withheld amount.
 - e) In the event of disputed billing, only the disputed portion will be withheld from payment, and the Diversion Authority shall pay the undisputed portion. The Diversion Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to Magellan.
 - f) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Magellan must credit any payment in error from any payment that is due or that may become due to Magellan under this Agreement.
 - g) Magellan may charge the Diversion Authority interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.
 - h) If the Diversion Authority fails to make a payment in full within thirty (30) days of the date due for any undisputed billing, Magellan may, after giving seven (7) days' written notice to the Diversion Authority, suspend services under the Agreement until paid in full, including interest. In the event of suspension of services, Magellan will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.
5. Term. This Agreement shall automatically terminate upon execution of the MOU between the Parties. Upon execution of the MOU, this Agreement shall no longer bind the Parties; provided, however, that the Diversion Authority's payment obligations for Application-Related Work Expenses incurred hereunder shall survive termination of this Agreement.

6. Federal Requirements. The following provisions in this Section 6 are included in this Agreement to the extent applicable to Magellan:
- a) **Federal Lobbying Restrictions.** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract associated with or related to the Relocation Project. These requirements are implemented for US EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Magellan shall complete and submit to the Diversion Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached as Exhibits to this Agreement. Magellan shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
 - b) **Debarment and Suspension.** Magellan certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Magellan represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, Magellan shall complete and submit to the Metro Flood Diversion Authority the federal certification form regarding debarment and suspension, which is attached as an Exhibit to this agreement.
 - c) **Civil Rights Obligations.** Magellan shall comply with the following, federal non-discrimination requirements to the extent applicable to Magellan:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order No. 11246.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the Application-Related Work and supersedes all prior agreements, written or oral, between the Parties relating to the subject matter hereof.
8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota, without giving effect to the conflicts of law principles thereof.
9. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows.)

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first above written.

**METRO FLOOD DIVERSION
AUTHORITY**

By: _____
Dr. Timothy Mahoney, Chair

By: _____
Joel Paulsen, Executive Director

MAGELLAN PIPELINE COMPANY, L.P.

By Its General Partner, Magellan Pipeline GP, LLC

By Its Undersigned Authorized Signatory

By: 

Name: H. Cynthia Pierce

Title: Senior Real Estate Representative
Authorized Signatory



EXHIBIT A

**FEDERAL CERTIFICATION FORMS REGARDING
LOBBYING, DEBARMENT AND SUSPENSION, AND CIVIL RIGHTS**

CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies, to the extent applicable to Magellan to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement associated with or related to the Relocation Project.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate, the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/

Entity Name: Magellan Pipeline Company, L.P.

Signed: *James A. Smith*

Its: Vice President Asset Integrity

Date: 1-14-2021

PLEASE RETURN TO:

Metro Flood Diversion Authority
207 4th Street N. Suite A
Fargo, ND 58102

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Page 10

Diversion Authority/Magellan - Pre-NDPSC Application Work Payment Agreement
MPL Proj # 16-598

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies, to the extent applicable to Magellan, to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
 - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name Magellan Pipeline Company, L.P.

Date: 1-14-2021

By: Jason Smith Vice President Asset Integrity
Name and Title of Authorized Representative

[Signature]
Signature of Authorized Representative

PLEASE RETURN TO:
Metro Flood Diversion Authority
207 4th St. N, Suite A
Fargo, ND 58102

PAGE 2 - INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance to the extent applicable to Magellan for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities.
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination.
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
5. 40 CFR Part 7, as it relates to the foregoing.
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.


Signature of Authorized Official

Jason Smith
Print Name

1-14-2021
Date

Vice President Asset Integrity
Title

Magellan Pipeline Company L.P.
Name of Institution or Agency

One Williams Center PO Box 22186, BTC-8
Street

Tulsa, OK 74121
City, State, Zip Code

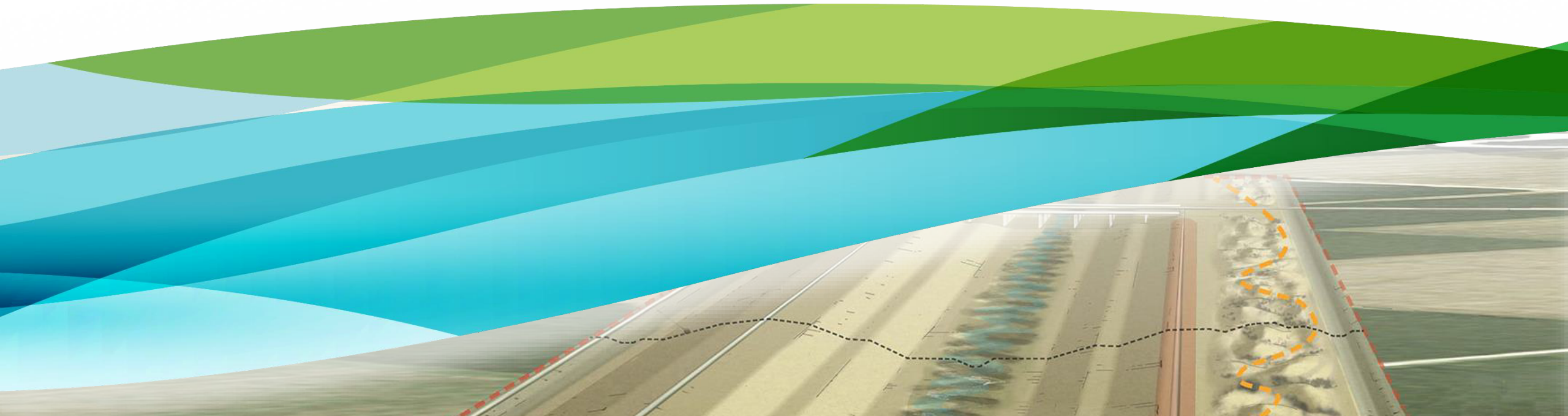
Jason.smith@magellanlp.com
Office Email Address

PLEASE RETURN TO:
Metro Flood Diversion Authority
207 4th Street N. Suite A
Fargo, ND 58102



Diversion Authority Board Meeting

Executive Director Report (Item 4)
January 28, 2021



January Happenings:

- Legislative Testimony & Update
- P3 Updates
 - Final RFP went out January 15, 2021
- WIFIA Term Sheet Approved
- USACE Work Plan Released





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

January 15, 2021

Metro Flood Diversion Authority
207 4th Street North, Suite A
Fargo, ND 58102

RE: WIFIA Term Sheet for the Metro Flood Diversion Authority – Storm Water Diversion Channel and Associated Infrastructure Project (WIFIA – N19123ND)

Ladies and Gentlemen:

This WIFIA Term Sheet (this “**Term Sheet**”) constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the “**USEPA**”), of the application for credit assistance of the Borrower (as defined below) dated May 19, 2020 (the “**Application**”) and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the “**Project**”) in the form of a secured loan (the “**WIFIA Loan**”), pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended by Public Law 114-94, Public Law 114-322 and Public Law 115-270) (the “**Act**”), codified as 33 U.S.C. §§ 3901-3914, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the “**WIFIA Loan Agreement**”) and the terms and conditions contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the draft of the Master Indenture of Trust, dated as of December 11, 2020, by and among the Borrower, Cass County Joint Water Resource District (“**CCJWRD**”), the City of Fargo, North Dakota, acting as the Fiscal Agent, and the Bank of North Dakota, acting as the Trustee (the “**Master Indenture of Trust**”).

USEPA’s agreement to provide WIFIA credit assistance to the Project is based upon the Application and the supplemental information and documents, including the base case financial model, provided to USEPA. This Term Sheet is an agreement of USEPA only to the terms specified herein, which may be modified or supplemented by USEPA in its discretion at any time and from time to time during the course of its due diligence and credit approval process.


By executing this Term Sheet, the Borrower confirms its agreement to reimburse USEPA for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of North Dakota, if and to the extent such federal laws are not applicable.

If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

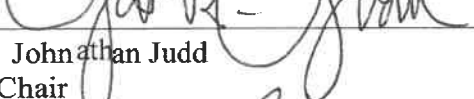
**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the United States
Environmental Protection Agency

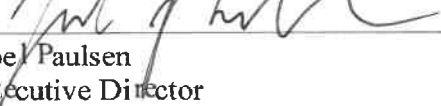
By: 
Name: Andrew R. Wheeler
Title: Administrator

ACKNOWLEDGED AND AGREED:

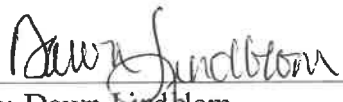
METRO FLOOD DIVERSION AUTHORITY,

By the DIVERSION AUTHORITY BOARD

By: 
Name: Johnathan Judd
Title: Chair

By: 
Name: Joe Paulsen
Title: Executive Director

ATTEST:

By: 
Name: Dawn Lindblom
Title: Secretary

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on January 28, 2021

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

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Exhibit A – Original Procedure

Exhibit B – First Amendment to Procedure

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

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”) on June 1, 2016, creating the Metro Flood Diversion Authority (“Diversion Authority”).

WHEREAS, Article XII of the JPA contains the general procedures for bidding, contracting, and payment procedures for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, the Member Entities recognize that the size and complexity of the Project requires the adoption of additional operating procedures regarding the bidding, contracting, and payment procedures for the Project; and

WHEREAS, the governing body of the Diversion Authority, the Diversion Authority Board (“Diversion Authority Board”), is authorized to adopt by written resolution specific written operating procedures regarding the bidding, contracting, and payment procedures for the Project in accordance with Section 12.05 of the JPA; and

WHEREAS, on November 10, 2016, the Diversion Authority Board adopted the Resolution Confirming the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and Other Professional Services; and Change Orders and Amendments (“Procedure”); and

WHEREAS, a copy of the Procedure is attached hereto as Exhibit A; and

WHEREAS, on August 23, 2018, the Diversion Authority Board adopted the Resolution Amending the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and Other Professional Services; and Change Orders and Amendments (“First Amendment”); and

WHEREAS, a copy of the First Amendment is attached hereto as Exhibit B; and

WHEREAS, the Diversion Authority Board now desires to adopt a second amendment to the Procedure, modifying the approving authority for certain construction Contracts and other engineering, architectural, or professional services and including reference to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Diversion Authority that the Procedure for Approval of Construction Contracts; Contracts for Engineering,

Architectural, and Other Professional Services; and Change Orders and Amendments is amended as follows:

Section 1. Applicability to Member Entities. Pursuant to Article 12 of the JPA, if a portion of the Project is delegated to a Member Entity, that Member Entity is responsible for developing, approving, and making changes to contracts for that specific portion of the Project. In the event a portion of the Project is delegated to a Member Entity, that Member Entity shall follow the bidding and procurement requirements of the state in which the Member Entity is located, in accordance with Section 12.09 of the JPA. This resolution shall only apply to contracts that are to be developed and approved by the Diversion Authority.

Section 2. Definitions.

All capitalized terms used and not otherwise defined herein shall have the meanings given them in this Resolution and as defined in this Section unless a different meaning clearly applies from the context.

“Addenda” means written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

“Authority Work Directive” means a work directive given by the Diversion Authority to a Contractor or service provider.

“Best Efforts” means that ~~a Co-Executive Director~~ the Executive Director will act in Good Faith, in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Resolution, in accordance with applicable federal and state laws, regulations, and rules.

“Bid” means the offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

“Bidder” means an individual or entity that submits a Bid to the Owner.

“Bidding Documents” means the Bidding Requirements, the proposed Contract Documents, and all Addenda.

“Bidding Requirements” means the advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

“Change Order” means a document that is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

“Change Proposal” means a written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of

the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

“Contract” means the entire and integrated written contract between the Owner and Contractor concerning the Work.

“Contract Documents” means those items so designated in the Contract, which together comprise the Contract.

“Contract Price” means the money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

“Contract Times” means the number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

“Contractor” means the individual or entity with which the Owner has contracted for performance of the Work.

~~“Deputy Co-Executive Director” means a position of the Metro Flood Diversion Authority created by Section 14.03 of the JPA. “Executive Director” means the chief administrative officer of the Diversion Authority as set forth in the Joint Powers Agreement.~~

“Field Order” means all work, services, and obligations required to be furnished, performed, and provided under a Contract.

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

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District. The term Member Entity does not include the City of West Fargo, Wilkin County, or Richland County.

“N.D.C.C.” means the North Dakota Century Code.

“Owner” means the individual or entity with which the Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

“P3 Procurement” means the procurement process being used to bid the Project Agreement for the construction of the Diversion Channel and Associated Infrastructure pursuant to Chapter 48-02.1 of the North Dakota Century Code.

“PMC” (Program Management Consultant) means an individual or firm responsible for planning and implementing the Project, which shall be under the direct supervision of the Executive Director, the Deputy Executive Director, and the Diversion Authority Board, and will consult with Member Entity staff.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Work” means all work, services, and obligations required to be furnished, performed, and provided under a Contract.

“Work Change Directives” means a written directive to a Contractor that does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated into a subsequently issued Change Order.

Section 3. Contract Negotiations. The ~~Co-Executive Directors~~Executive Director are the chief purchasing agents for the Diversion Authority. The PMC and the General Counsel may assist the ~~Co-Executive Directors~~Executive Director with the negotiation and development of Contracts and changes to Contracts as described below.

Section 4. Procedure for Diversion Authority Approval of Construction Contracts and Contracts for Engineering, Architectural, and Other Professional Services.

- A. All Contracts relating to construction activities and related professional services of the Project shall identify the Diversion Authority as the Owner under the Contract, unless the Contract utilizes funds generated by special assessments levied and collected by the Cass County Joint Water Resource District (“CCJWRD”), in which case the Contract may be held in either name.
- B. All Contracts for construction and related professional services presented to the Diversion Authority Board shall be approved at a public meeting and by either a resolution or a motion approved by the affirmative vote of a majority of the members of the Diversion Authority Board.
- C. Any Contract presented to the Diversion Authority Board for approval will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- D. For construction Contracts in the amount of ten thousand dollars (\$10,000) or less:
 - (1) The PMC and/or the ~~Co-Executive Directors~~Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the ~~Co-Executive Directors~~Executive Director during its next regular meeting after receiving the Contract.
 - (2) Upon receiving a positive recommendation from the Technical Advisory Group, the ~~Co-Executive Directors~~Executive Director may approve the Contract. A

Contract approved by the ~~Co-Executive Directors~~Executive Director must be signed by ~~at least one (1) of the Co-Executive Directors~~Executive Director on behalf of the Diversion Authority.

- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the ~~Co-Executive Directors~~Executive Director.

E. For construction Contracts greater than ten thousand dollars (\$10,000) and less than ~~one hundred fifty~~two hundred thousand dollars (~~\$150,000~~\$200,000):

- (1) If the estimated cost for the proposed construction project is estimated to be greater than ten thousand dollars (\$10,000) and less than ~~one hundred fifty~~two hundred thousand dollars (~~\$150,000~~\$200,000), the PMC and/or ~~Co-Executive Directors~~Executive Director shall use their Best Efforts to request and secure three (3) competitive quotes for the proposed construction work. In the event that the PMC and/or ~~Co-Executive Directors~~Executive Director determine that only one Contractor or supplier is capable of providing the construction work or materials, the PMC and/or the ~~Co-Executive Directors~~Executive Director shall provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the ~~Co-Executive Directors~~Executive Director to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.

- (2) The PMC or the ~~Co-Executive Directors~~Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the ~~Co-Executive Directors~~Executive Director.

- (3) The PMC or the ~~Co-Executive Directors~~Executive Director shall consolidate the recommendations of the Technical Advisory Group and the ~~Co-Executive Directors~~Executive Director regarding the proposed Contract into a single form and submit the written recommendation to the ~~Finance Committee~~Executive Director for review and/or approval. ~~The recommendations of the Finance Committee regarding the proposed Contract shall then be submitted by the PMC or the Co-Executive Directors to the Diversion Authority Board for consideration.~~

- (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts must first be approved by the CCJWRD Board ~~prior to being submitted to the Diversion Authority Board for approval~~before being signed by the Executive Director.

F. For construction Contracts in the amount of ~~one hundred fifty~~two hundred thousand dollars (~~\$150,000~~\$200,000) or more:

- (1) If the estimated cost for the proposed construction project meets the public improvement construction threshold of ~~one hundred fifty~~two hundred thousand dollars (~~\$150,000~~\$200,000), as provided for in N.D.C.C. § 48-01.2-02.1, the PMC and/or the Engineer of Record shall advertise for Bids in accordance with North Dakota law and receive all Bids and/or proposals for the Contract.
- (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting in accordance with N.D.C.C. § 48-01.2-07. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder in accordance with N.D.C.C. § 48-01.2-07, and make a written recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.
- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

G. Contracts for Engineering, Architectural, and Other Professional Services in the amount of ten thousand dollars (\$10,000) or less:

- (1) ~~The PMC and/or Co-Executive Directors shall submit a proposed Contract relating to engineering, architectural, and other professional services to the Finance Committee for review. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.~~ The PMC and/or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the Executive Director during its next regular meeting after receiving the Contract.
- (2) ~~A Contract for engineering, architectural, and other professional services does not require approval by the CCJWRD. Upon receiving a positive recommendation from the Technical Advisory Group, the Executive Director may approve the Contract. A Contract approved by the Executive Director must be signed by the Executive Director on behalf of the Diversion Authority.~~
- (3) ~~The Diversion Authority Board, when it determines by affirmative vote or a majority of the Diversion Authority Board members that it is both reasonable and in the best interests of the Project, may deviate from the process outlined above for professional service agreements based upon the advice and recommendation from insurance providers, legal counsel, engineers, and/or the Co-Executive~~

Directors. Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Executive Director.

H. Contracts for Engineering, Architectural, and Other Professional Services greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000):

- (1) If the estimated cost for the proposed engineering, architectural, or other professional services is estimated to be greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000), the PMC and/or Executive Director shall use its Best Efforts to request and secure three (3) competitive quotes for the proposed services. In the event that the PMC and/or Executive Director determines that only one Contractor or supplier is capable of providing the services, the PMC and/or the Executive Director shall provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Executive Director may to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.
- (2) The PMC or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the Executive Director.
- (3) The PMC or the Executive Director shall consolidate the recommendations of the Technical Advisory Group and the Executive Director regarding the proposed Contract into a single form and submit the written recommendation to the Executive Director for review and/or approval.
- (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Executive Director.

I. Contracts for Engineering, Architectural, and Other Professional Services in the amount of two hundred thousand dollars (\$200,000) or more:

- (1) If the estimated cost for the proposed engineer, architectural, or other professional services meets or exceeds two hundred thousand dollars (\$200,000), the PMC and/or the Engineer of Record shall advertise for Bids and receive all Bids and/or proposals for the Contract.
- (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder and make a written recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the

Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.

(3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

J. Contracts for Services of the PMC:

(1) The ~~Co-Executive Directors~~Executive Director shall submit a Contract for the services of a PMC to the Finance Committee for recommendation. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.

Section 5. Procedure for Diversion Authority Approval of Changes and Amendments to Existing Contracts.

- A. The Diversion Authority Board recognizes and acknowledges that, due to the size and complexity of the Project, situations will arise that require the ~~Co-Executive Directors~~Executive Director to authorize Change Orders prior to submitting a Change Order, Work Change Directive, and Authority Work Directive to the Diversion Authority pursuant to the procedure outlined in this section. The ~~Co-Executive Directors~~Executive Director will use ~~their~~this or her Best Efforts to secure Diversion Authority Board approval of all Change Orders, Work Change Directives and Authority Work Directives prior to work being commenced, however, the Diversion Authority Board hereby authorizes the ~~Co-Executive Directors~~Executive Director to authorize Change Orders, Work Change Directives and Authority Work Directives, without prior Diversion Authority Board approval, when public safety dictates that Contract actions need to be taken in order to stabilize worksites and/or mitigate costs to the public and/or the Diversion Authority. If the ~~Co-Executive Directors~~Executive Director acts pursuant to the authority set forth in this section, ~~they~~he or she shall make a good faith effort to contact the Diversion Authority Board Chair and the Finance Committee Chair prior to authorizing a contractor to proceed. The ~~Co-Executive Directors~~Executive Director shall report such actions and/or decisions to the recommendation to the Finance Committee for review and then to the Diversion Authority Board for formal approval.
- B. Any Change Orders, Work Change Directives and Authority Work Directives, or amendment to a master service agreement presented to the Diversion Authority Board will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- C. Change Orders to construction Contracts:

- (1) Change Order requests to Diversion Authority construction Contracts shall state in detail the reason for the proposed change and all costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Change Order requests with an itemization and narrative explanation of each Change Order. The Fiscal Agent for the Diversion Authority shall provide the PMC and/or Engineer of Record with the requirements for submitting all Project costs.
- (2) The PMC and/or the Engineer of Record shall submit a construction Change Order request for fifty thousand dollars (\$50,000) or less to the ~~Co-Executive Directors~~Executive Director, which the ~~Co-Executive Directors~~Executive Director may approve in ~~their~~his or her discretion and shall submit a construction Change request for greater than fifty thousand dollars (\$50,000) to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.
- (3) The Technical Advisory Group shall submit the Change Order request and its recommendation to the Finance Committee. The Finance Committee will review the Change Order request at its next regular meeting, and submit the request, the Finance Committee's recommendation, and the Technical Advisory Group's recommendation to the Diversion Authority Board for approval. If a Contract with an estimated cost of more than one hundred thousand dollars (\$100,000) utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Change Order before being approved by the Diversion Authority Board.
- (4) A Change Order approved by the ~~Co-Executive Directors~~Executive Director or the Diversion Authority Board may be approved in whole or in part.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Change Orders, and therefore, agrees to approve or deny requests for Change Orders during the next Diversion Authority Board meeting after submittal to the Technical Advisory Group.

D. Field orders under construction Contracts:

- (1) Field orders to Diversion Authority Contracts not affecting the cost of the original Contract shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change. The PMC and/or the Engineer of Record shall submit a field order to the Technical Advisory Group.
- (2) The Technical Advisory Group shall review the field order during its next regular meeting after receiving the field order and make a recommendation to the ~~Co-Executive Directors~~Executive Director as to approval or denial of the field order.

The ~~Co-Executive Directors~~Executive Director may then approve and sign the field order.

E. Work Change Directives to construction Contracts:

- (1) Work Change Directives to Diversion Authority construction Contracts shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change and, if applicable, the costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Work Change Directive with sufficient detail.
- (2) The PMC and/or the Engineer of Record shall submit a construction Work Change Directive to the Technical Advisory Group. The Technical Advisory Group shall review the Work Change Directive during its next regular meeting after receiving the Work Change Directive and make a recommendation to the ~~Co-Executive Directors~~Executive Director as to approval or denial of the Work Change Directive.
- (3) If the Work Change Directive changes the schedule of the original Contract, each Co-Executive Director may approve and sign the Work Change Directive. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, CCJWRD's engineer must approve the Work Change Directive before it is signed by the ~~Co-Executive Directors~~Executive Director.
- (4) If the Work Change Directive changes the costs and/or amounts of the original Contract be greater than fifty thousand dollars (\$50,000), the ~~Co-Executive Directors~~Executive Director shall submit the Work Change Directive and a recommendation to the Finance Committee, along with the recommendation given by the Technical Advisory Group. The Finance Committee will review the Work Change Directive at its next regular meeting, and submit the Work Change Directive and its recommendation to the Diversion Authority Board for approval. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Work Change Directive before being approved by the ~~Co-Executive Directors~~Executive Director or the Diversion Authority Board.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Work Change Directives, and therefore, agrees to approve or deny Work Change Directives during the next Diversion Authority Board meeting after submittal to the ~~Co-Executive Directors~~Executive Director.

F. New task orders and amendments to task orders under a master service agreement:

- (1) New task orders under a master service agreement and amendments to existing task orders shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit the new task order or amendment to a task order to the ~~Co-Executive Directors~~Executive Director.

- (2) The ~~Co-Executive-Directors~~Executive Director may, within ~~their~~his or her discretion, approve of a new task order or an amendment to a task order for one hundred fifty thousand dollars (\$150,000) or less. If a new task order or an amendment to a task order is greater than one hundred fifty thousand dollars (\$150,000), the ~~Co-Executive-Directors~~Executive Director shall submit the new task order or the amendment to a task order, along with a recommendation, to the Finance Committee. The Finance Committee will review the new task order or the amendment to a task order at its next regular meeting and submit the new task order or the amendment to a task order, and the Finance Committee's recommendation, to the Diversion Authority for approval.

G. Amendments to master service agreements and Authority Work Directives:

- (1) Amendments to existing master service agreements and Authority Work Directives shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit an amendment to a master service agreement or Authority Work Directive to the ~~Co-Executive-Directors~~Executive Director.
- (2) If an Authority Written Directive is one hundred fifty thousand dollars (\$150,000) or less, the ~~Co-Executive-Directors~~Executive Director may, in ~~their~~his or her discretion, approve of the Authority Written Directive. The ~~Co-Executive-Directors~~Executive Director shall submit an amendment to a master service agreement or an Authority Work Directive greater than one hundred fifty thousand dollars (\$150,000), along with a recommendation to the Finance Committee. The Finance Committee will review the amendment to a master service agreement or Authority Work Directive at its next regular meeting, and submit the amendment to a master service agreement or Authority Work Directive and the Finance Committee's recommendation to the Diversion Authority Board for approval.

Section 6. North Dakota Law Applies. This Resolution will be controlled by the laws of the State of North Dakota.

Section 7. Effective Date. This Resolution will take effect immediately upon adoption.

Dated: January 28, 2021.

**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:

Johnathan Judd, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote, the following Members voted in favor thereof: _____. The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

SEPERATION PAGE

Clean version to follow

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on January 28, 2021

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

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Exhibit A – Original Procedure

Exhibit B – First Amendment to Procedure

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

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”) on June 1, 2016, creating the Metro Flood Diversion Authority (“Diversion Authority”).

WHEREAS, Article XII of the JPA contains the general procedures for bidding, contracting, and payment procedures for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, the Member Entities recognize that the size and complexity of the Project requires the adoption of additional operating procedures regarding the bidding, contracting, and payment procedures for the Project; and

WHEREAS, the governing body of the Diversion Authority, the Diversion Authority Board (“Diversion Authority Board”), is authorized to adopt by written resolution specific written operating procedures regarding the bidding, contracting, and payment procedures for the Project in accordance with Section 12.05 of the JPA; and

WHEREAS, on November 10, 2016, the Diversion Authority Board adopted the Resolution Confirming the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and Other Professional Services; and Change Orders and Amendments (“Procedure”); and

WHEREAS, a copy of the Procedure is attached hereto as Exhibit A; and

WHEREAS, on August 23, 2018, the Diversion Authority Board adopted the Resolution Amending the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and Other Professional Services; and Change Orders and Amendments (“First Amendment”); and

WHEREAS, a copy of the First Amendment is attached hereto as Exhibit B; and

WHEREAS, the Diversion Authority Board now desires to adopt a second amendment to the Procedure, modifying the approving authority for certain construction Contracts and other engineering, architectural, or professional services and including reference to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Diversion Authority that the Procedure for Approval of Construction Contracts; Contracts for Engineering,

Architectural, and Other Professional Services; and Change Orders and Amendments is amended as follows:

Section 1. Applicability to Member Entities. Pursuant to Article 12 of the JPA, if a portion of the Project is delegated to a Member Entity, that Member Entity is responsible for developing, approving, and making changes to contracts for that specific portion of the Project. In the event a portion of the Project is delegated to a Member Entity, that Member Entity shall follow the bidding and procurement requirements of the state in which the Member Entity is located, in accordance with Section 12.09 of the JPA. This resolution shall only apply to contracts that are to be developed and approved by the Diversion Authority.

Section 2. Definitions.

All capitalized terms used and not otherwise defined herein shall have the meanings given them in this Resolution and as defined in this Section unless a different meaning clearly applies from the context.

“Addenda” means written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

“Authority Work Directive” means a work directive given by the Diversion Authority to a Contractor or service provider.

“Best Efforts” means that the Executive Director will act in Good Faith, in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Resolution, in accordance with applicable federal and state laws, regulations, and rules.

“Bid” means the offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

“Bidder” means an individual or entity that submits a Bid to the Owner.

“Bidding Documents” means the Bidding Requirements, the proposed Contract Documents, and all Addenda.

“Bidding Requirements” means the advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

“Change Order” means a document that is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

“Change Proposal” means a written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of

the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

“Contract” means the entire and integrated written contract between the Owner and Contractor concerning the Work.

“Contract Documents” means those items so designated in the Contract, which together comprise the Contract.

“Contract Price” means the money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

“Contract Times” means the number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

“Contractor” means the individual or entity with which the Owner has contracted for performance of the Work.

“Executive Director” means the chief administrative officer of the Diversion Authority as set forth in the Joint Powers Agreement.

“Field Order” means all work, services, and obligations required to be furnished, performed, and provided under a Contract.

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

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District. The term Member Entity does not include the City of West Fargo, Wilkin County, or Richland County.

“N.D.C.C.” means the North Dakota Century Code.

“Owner” means the individual or entity with which the Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

“P3 Procurement” means the procurement process being used to bid the Project Agreement for the construction of the Diversion Channel and Associated Infrastructure pursuant to Chapter 48-02.1 of the North Dakota Century Code.

“PMC” (Program Management Consultant) means an individual or firm responsible for planning and implementing the Project, which shall be under the direct supervision of the Executive Director, the Deputy Executive Director, and the Diversion Authority Board, and will consult with Member Entity staff.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-

Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Work” means all work, services, and obligations required to be furnished, performed, and provided under a Contract.

“Work Change Directives” means a written directive to a Contractor that does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated into a subsequently issued Change Order.

Section 3. Contract Negotiations. The Executive Director are the chief purchasing agents for the Diversion Authority. The PMC and the General Counsel may assist the Executive Director with the negotiation and development of Contracts and changes to Contracts as described below.

Section 4. Procedure for Diversion Authority Approval of Construction Contracts and Contracts for Engineering, Architectural, and Other Professional Services.

- A. All Contracts relating to construction activities and related professional services of the Project shall identify the Diversion Authority as the Owner under the Contract, unless the Contract utilizes funds generated by special assessments levied and collected by the Cass County Joint Water Resource District (“CCJWRD”), in which case the Contract may be held in either name.
- B. All Contracts for construction and related professional services presented to the Diversion Authority Board shall be approved at a public meeting and by either a resolution or a motion approved by the affirmative vote of a majority of the members of the Diversion Authority Board.
- C. Any Contract presented to the Diversion Authority Board for approval will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- D. For construction Contracts in the amount of ten thousand dollars (\$10,000) or less:
 - (1) The PMC and/or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the Executive Director during its next regular meeting after receiving the Contract.
 - (2) Upon receiving a positive recommendation from the Technical Advisory Group, the Executive Director may approve the Contract. A Contract approved by the Executive Director must be signed by the Executive Director on behalf of the Diversion Authority.

- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Executive Director.
- E. For construction Contracts greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000):
 - (1) If the estimated cost for the proposed construction project is estimated to be greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000), the PMC and/or Executive Director shall use their Best Efforts to request and secure three (3) competitive quotes for the proposed construction work. In the event that the PMC and/or Executive Director determine that only one Contractor or supplier is capable of providing the construction work or materials, the PMC and/or the Executive Director shall provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Executive Director to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.
 - (2) The PMC or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the Executive Director.
 - (3) The PMC or the Executive Director shall consolidate the recommendations of the Technical Advisory Group and the Executive Director regarding the proposed Contract into a single form and submit the written recommendation to the Executive Director for review and/or approval.
 - (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts must first be approved by the CCJWRD Board before being signed by the Executive Director.
- F. For construction Contracts in the amount of two hundred thousand dollars (\$200,000) or more:
 - (1) If the estimated cost for the proposed construction project meets the public improvement construction threshold of two hundred thousand dollars (\$200,000), as provided for in N.D.C.C. § 48-01.2-02.1, the PMC and/or the Engineer of Record shall advertise for Bids in accordance with North Dakota law and receive all Bids and/or proposals for the Contract.
 - (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting in accordance with N.D.C.C. § 48-01.2-07. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder in accordance with N.D.C.C. § 48-01.2-07, and make a written

recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.

- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

G. Contracts for Engineering, Architectural, and Other Professional Services in the amount of ten thousand dollars (\$10,000) or less:

- (1) The PMC and/or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the Executive Director during its next regular meeting after receiving the Contract.
- (2) Upon receiving a positive recommendation from the Technical Advisory Group, the Executive Director may approve the Contract. A Contract approved by the Executive Director must be signed by the Executive Director on behalf of the Diversion Authority.
- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Executive Director.

H. Contracts for Engineering, Architectural, and Other Professional Services greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000):

- (1) If the estimated cost for the proposed engineering, architectural, or other professional services is estimated to be greater than ten thousand dollars (\$10,000) and less than two hundred thousand dollars (\$200,000), the PMC and/or Executive Director shall use its Best Efforts to request and secure three (3) competitive quotes for the proposed services. In the event that the PMC and/or Executive Director determines that only one Contractor or supplier is capable of providing the services, the PMC and/or the Executive Director shall provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Executive Director may to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.

- (2) The PMC or the Executive Director shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the Executive Director.
- (3) The PMC or the Executive Director shall consolidate the recommendations of the Technical Advisory Group and the Executive Director regarding the proposed Contract into a single form and submit the written recommendation to the Executive Director for review and/or approval.
- (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Executive Director.

I. Contracts for Engineering, Architectural, and Other Professional Services in the amount of two hundred thousand dollars (\$200,000) or more:

- (1) If the estimated cost for the proposed engineer, architectural, or other professional services meets or exceeds two hundred thousand dollars (\$200,000), the PMC and/or the Engineer of Record shall advertise for Bids and receive all Bids and/or proposals for the Contract.
- (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder and make a written recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.
- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

J. Contracts for Services of the PMC:

- (1) The Executive Director shall submit a Contract for the services of a PMC to the Finance Committee for recommendation. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.

Section 5. Procedure for Diversion Authority Approval of Changes and Amendments to Existing Contracts.

- A. The Diversion Authority Board recognizes and acknowledges that, due to the size and complexity of the Project, situations will arise that require the Executive Director to authorize Change Orders prior to submitting a Change Order, Work Change Directive, and Authority Work Directive to the Diversion Authority pursuant to the procedure outlined in this section. The Executive Director will use his or her Best Efforts to secure Diversion Authority Board approval of all Change Orders, Work Change Directives and Authority Work Directives prior to work being commenced, however, the Diversion Authority Board hereby authorizes the Executive Director to authorize Change Orders, Work Change Directives and Authority Work Directives, without prior Diversion Authority Board approval, when public safety dictates that Contract actions need to be taken in order to stabilize worksites and/or mitigate costs to the public and/or the Diversion Authority. If the Executive Director acts pursuant to the authority set forth in this section, he or she shall make a good faith effort to contact the Diversion Authority Board Chair and the Finance Committee Chair prior to authorizing a contractor to proceed. The Executive Director shall report such actions and/or decisions to the recommendation to the Finance Committee for review and then to the Diversion Authority Board for formal approval.
- B. Any Change Orders, Work Change Directives and Authority Work Directives, or amendment to a master service agreement presented to the Diversion Authority Board will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- C. Change Orders to construction Contracts:
 - (1) Change Order requests to Diversion Authority construction Contracts shall state in detail the reason for the proposed change and all costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Change Order requests with an itemization and narrative explanation of each Change Order. The Fiscal Agent for the Diversion Authority shall provide the PMC and/or Engineer of Record with the requirements for submitting all Project costs.
 - (2) The PMC and/or the Engineer of Record shall submit a construction Change Order request for fifty thousand dollars (\$50,000) or less to the Executive Director, which the Executive Director may approve in his or her discretion and shall submit a construction Change request for greater than fifty thousand dollars (\$50,000) to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.
 - (3) The Technical Advisory Group shall submit the Change Order request and its recommendation to the Finance Committee. The Finance Committee will review

the Change Order request at its next regular meeting, and submit the request, the Finance Committee's recommendation, and the Technical Advisory Group's recommendation to the Diversion Authority Board for approval. If a Contract with an estimated cost of more than one hundred thousand dollars (\$100,000) utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Change Order before being approved by the Diversion Authority Board.

- (4) A Change Order approved by the Executive Director or the Diversion Authority Board may be approved in whole or in part.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Change Orders, and therefore, agrees to approve or deny requests for Change Orders during the next Diversion Authority Board meeting after submittal to the Technical Advisory Group.

D. Field orders under construction Contracts:

- (1) Field orders to Diversion Authority Contracts not affecting the cost of the original Contract shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change. The PMC and/or the Engineer of Record shall submit a field order to the Technical Advisory Group.
- (2) The Technical Advisory Group shall review the field order during its next regular meeting after receiving the field order and make a recommendation to the Executive Director as to approval or denial of the field order. The Executive Director may then approve and sign the field order.

E. Work Change Directives to construction Contracts:

- (1) Work Change Directives to Diversion Authority construction Contracts shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change and, if applicable, the costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Work Change Directive with sufficient detail.
- (2) The PMC and/or the Engineer of Record shall submit a construction Work Change Directive to the Technical Advisory Group. The Technical Advisory Group shall review the Work Change Directive during its next regular meeting after receiving the Work Change Directive and make a recommendation to the Executive Director as to approval or denial of the Work Change Directive.
- (3) If the Work Change Directive changes the schedule of the original Contract, each Co-Executive Director may approve and sign the Work Change Directive. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, CCJWRD's engineer must approve the Work Change Directive before it is signed by the Executive Director.

- (4) If the Work Change Directive changes the costs and/or amounts of the original Contract be greater than fifty thousand dollars (\$50,000), the Executive Director shall submit the Work Change Directive and a recommendation to the Finance Committee, along with the recommendation given by the Technical Advisory Group. The Finance Committee will review the Work Change Directive at its next regular meeting, and submit the Work Change Directive and its recommendation to the Diversion Authority Board for approval. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Work Change Directive before being approved by the Executive Director or the Diversion Authority Board.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Work Change Directives, and therefore, agrees to approve or deny Work Change Directives during the next Diversion Authority Board meeting after submittal to the Executive Director.

F. New task orders and amendments to task orders under a master service agreement:

- (1) New task orders under a master service agreement and amendments to existing task orders shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit the new task order or amendment to a task order to the Executive Director.
- (2) The Executive Director may, within his or her discretion, approve of a new task order or an amendment to a task order for one hundred fifty thousand dollars (\$150,000) or less. If a new task order or an amendment to a task order is greater than one hundred fifty thousand dollars (\$150,000), the Executive Director shall submit the new task order or the amendment to a task order, along with a recommendation, to the Finance Committee. The Finance Committee will review the new task order or the amendment to a task order at its next regular meeting and submit the new task order or the amendment to a task order, and the Finance Committee's recommendation, to the Diversion Authority for approval.

G. Amendments to master service agreements and Authority Work Directives:

- (1) Amendments to existing master service agreements and Authority Work Directives shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit an amendment to a master service agreement or Authority Work Directive to the Executive Director.
- (2) If an Authority Written Directive is one hundred fifty thousand dollars (\$150,000) or less, the Executive Director may, in his or her discretion, approve of the Authority Written Directive. The Executive Director shall submit an amendment to a master service agreement or an Authority Work Directive greater than one hundred fifty thousand dollars (\$150,000), along with a recommendation to the Finance Committee. The Finance Committee will review the amendment to a master service agreement or Authority Work Directive at its

next regular meeting, and submit the amendment to a master service agreement or Authority Work Directive and the Finance Committee's recommendation to the Diversion Authority Board for approval.

Section 6. North Dakota Law Applies. This Resolution will be controlled by the laws of the State of North Dakota.

Section 7. Effective Date. This Resolution will take effect immediately upon adoption.

Dated: January 28, 2021.

**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:

Johnathan Judd, Chair

ATTEST:

Dawn Lindblom, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote, the following Members voted in favor thereof: _____. The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT B

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on August 23, 2018

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

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

**RESOLUTION AMENDING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

WHEREAS, on November 10, 2016, the governing body of the Metro Flood Diversion Authority (the "Diversion Authority Board") adopted the Resolution Confirming the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and Other Professional Services; and Change Orders and Amendments ("Procedure"); and

WHEREAS, a copy of the Procedure is attached hereto as Exhibit A; and

WHEREAS, the Diversion Authority Board now desires to amend the Procedure for approving of Change Orders and Work Change Directives, construction Contracts, and new task orders, amendments to task orders, and Authority Work Directives under a master service agreement.

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

1. Section 2 of the Procedure is amended to add the following definitions:

"Field order" means written instructions from the Diversion Authority to a Contractor or service provider for a minor change in the Work but which does not involve an adjustment to the Contract Price or Contract Times.

"Work" means all work, services, and obligations required to be furnished, performed, and provided under a Contract.

2. Section 4(E) of the Procedure is amended as follows:

For construction Contracts greater than ten thousand dollars (\$10,000) and less than ~~one hundred thousand dollars (\$100,000)~~ one hundred fifty thousand dollars (\$150,000):

3. Section 4(E)(1) of the Procedure is amended as follows:

If the estimated cost for the proposed construction project is estimated to be greater than ten thousand dollars (\$10,000) and less than ~~one hundred thousand dollars (\$100,000)~~ one hundred fifty thousand dollars (\$150,000), the PMC and/or Co-Executive Directors shall use their Best Efforts to request and secure three (3) competitive quotes for the proposed construction work. In the event that the PMC and/or Co-Executive Directors determine that only one Contractor or supplier is capable of providing the construction work or materials, the PMC and/or the Co-Executive Directors shall provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Co-Executive Directors to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.

4. Section 4(F) of the Procedure is amended as follows:

For construction Contracts in the amount of ~~one hundred thousand dollars (\$100,000)~~one hundred fifty thousand dollars (\$150,000) or more:

5. Section 4(F)(1) of the Procedure is amended as follows:

If the estimated cost for the proposed construction project meets the public improvement construction threshold of ~~one hundred thousand dollars (\$100,000)~~one hundred fifty thousand dollars (\$150,000), as provided for in N.D.C.C. § 48-01.2-02.1, the PMC and/or the Engineer of Record shall advertise for Bids in accordance with North Dakota law and receive all Bids and/or proposals for the Contract.

6. Section 5(C)(2) of the Procedure is amended as follows:

The PMC and/or the Engineer of Record shall submit a construction Change Order request for fifty thousand dollars (\$50,000) or less to the Co-Executive Directors, which the Co-Executive Directors may approve in their discretion, and shall submit a construction Change Order request for greater than fifty thousand dollars (\$50,000) to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.

7. Section 5(C)(4) of the Procedure is amended as follows:

A Change Order approved by the Co-Executive Directors or the Diversion Authority Board may be approved in whole or in part.

8. Section 5(E)(4) of the Procedure is amended as follows:

If the Work Change Directive changes the costs and/or amounts of the original Contract by greater than fifty thousand dollars (\$50,000), the Co-Executive Directors shall submit the Work Change Directive and a recommendation to the Finance Committee, along with the recommendation given by the Technical Advisory Group. The Finance Committee will review the Work Change Directive at its next regular meeting, and submit the Work Change Directive and its recommendation to the Diversion Authority Board for approval. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Work Change Directive before being approved by the Co-Executive Directors or the Diversion Authority Board.

9. Section 5(F)(2) of the Procedure is amended as follows:

~~Upon review, each of the Co-Executive Directors may subsequently approve and sign the new task order or amendment to a task order on behalf of the Diversion Authority. The Co-Executive Directors may, within their discretion, approve of a new task order or an amendment to a task order for one hundred fifty thousand dollars (\$150,000) or less. If a new task order or an amendment to a task order is greater than one hundred fifty thousand dollars (\$150,000), the Co-~~

Executive Directors shall submit the new task order or the amendment to a task order, along with a recommendation, to the Finance Committee. The Finance Committee will review the new task order or the amendment to a task order at its next regular meeting and submit the new task order or the amendment to a task order, and the Finance Committee's recommendation, to the Diversion Authority for approval.

10. Section 5(G)(2) of the Procedure is amended as follows:

If an Authority Written Directive is one hundred fifty thousand dollars (\$150,000) or less, the Co-Executive Directors may, in their discretion, approve of the Authority Written Directive. The Co-Executive Directors shall submit ~~the an~~ amendment to a master service agreement or an Authority Work Directive greater than one hundred fifty thousand dollars (\$150,000), along with a recommendation, to the Finance Committee. The Finance Committee will review the amendment to a master service agreement or Authority Work Directive at its next regular meeting and submit the amendment to a master service agreement or Authority Work Directive, and the Finance Committee's recommendation, to the Diversion Authority for approval.

11. This amendment of the Procedure shall take effect immediately upon adoption.

(Remainder of page intentionally left blank.)

Dated: August 23, 2018.

METRO FLOOD DIVERSION AUTHORITY

APPROVED:



Del Rae Williams, Chair

ATTEST:



Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member Grindberg and upon roll call vote, the following Members voted in favor thereof: Williams, Hendrickson, Paulsen, Campbell, Weyland, Mahoney, Piepkorn, Grindberg, Scherling, Peterson, Steen, Olson, and Thorstad. The following Members were absent and not voting: none. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT "A"

**RESOLUTION CONFIRMING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on November 10, 2016

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

**RESOLUTION CONFIRMING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”) on June 1, 2016, creating the Metro Flood Diversion Authority (“Diversion Authority”).

WHEREAS, Article XII of the JPA contains the general procedures for bidding, contracting, and payment procedures for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, the Member Entities recognize that the size and complexity of the Project requires the adoption of additional operating procedures regarding the bidding, contracting, and payment procedures for the Project; and

WHEREAS, the governing body of the Diversion Authority, the Diversion Authority Board (“Diversion Authority Board”), is authorized to adopt by written resolution specific written operating procedures regarding the bidding, contracting, and payment procedures for the Project in accordance with Section 12.05 of the JPA; and

WHEREAS, the Co-Executive Directors (or Executive Director, as applicable) are the chief purchasing agents of the Metro Flood Diversion Authority, and purchases and contracts are made by the Co-Executive Directors in accordance with procedures specified by the Diversion Authority Board; and

WHEREAS, in accordance with Section 14.06 of the JPA, the Co-Executive Directors may enter into a purchase or contract in an amount up to ten thousand dollars (\$10,000) on behalf of the Metro Flood Diversion Authority without the approval of the Diversion Authority Board; and

WHEREAS, the Diversion Authority will follow Chapter 48-01.2 of the North Dakota Century Code regarding traditionally bid public improvement contracts.

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

Section 1. Applicability to Member Entities. Pursuant to Article 12 of the JPA, if a portion of the Project is delegated to a Member Entity, that Member Entity is responsible for developing, approving, and making changes to contracts for that specific portion of the Project. In the event a portion of the Project is delegated to a Member Entity, that Member Entity shall follow the bidding and procurement requirements of the state in which the Member Entity is located, in

accordance with Section 12.09 of the JPA. This resolution shall only apply to contracts that are to be developed and approved by the Diversion Authority.

Section 2. Definitions.

All capitalized terms used and not otherwise defined herein shall have the meanings given them in this Resolution and as defined in this Section unless a different meaning clearly applies from the context.

“Addenda” means written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

“Authority Work Directive” means a work directive given by the Diversion Authority to a Contractor or service provider.

“Best Efforts” means that a Co-Executive Director will act in Good Faith, in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Resolution, in accordance with applicable federal and state laws, regulations, and rules.

“Bid” means the offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

“Bidder” means an individual or entity that submits a Bid to the Owner.

“Bidding Documents” means the Bidding Requirements, the proposed Contract Documents, and all Addenda.

“Bidding Requirements” means the advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

“Change Order” means a document that is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

“Change Proposal” means a written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

“Contract” means the entire and integrated written contract between the Owner and Contractor concerning the Work.

“Contract Documents” means those items so designated in the Contract, which together comprise the Contract.

“Contract Price” means the money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

“Contract Times” means the number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

“Contractor” means the individual or entity with which the Owner has contracted for performance of the Work.

“Deputy Co-Executive Director” means a position of the Metro Flood Diversion Authority created by Section 14.03 of the JPA.

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

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District. The term Member Entity does not include the City of West Fargo, Wilkin County, or Richland County.

“N.D.C.C.” means the North Dakota Century Code.

“Owner” means the individual or entity with which the Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

“P3 Procurement” means the procurement process being used to bid the Project Agreement for the construction of the Diversion Channel and Associated Infrastructure pursuant to Chapter 48-02.1 of the North Dakota Century Code.

“PMC” (Program Management Consultant) means an individual or firm responsible for planning and implementing the Project, which shall be under the direct supervision of the Executive Director, the Deputy Executive Director, and the Diversion Authority Board, and will consult with Member Entity staff.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Work Change Directives” means a written directive to a Contractor that does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated into a subsequently issued Change Order.

Section 3. Contract Negotiations. The Co-Executive Directors are the chief purchasing agents for the Diversion Authority. The PMC and the General Counsel may assist the Co-Executive

Directors with the negotiation and development of Contracts and changes to Contracts as described below.

Section 4. Procedure for Diversion Authority Approval of Construction Contracts and Contracts for Engineering, Architectural, and Other Professional Services.

- A. All Contracts relating to construction activities and related professional services of the Project shall identify the Diversion Authority as the Owner under the Contract, unless the Contract utilizes funds generated by special assessments levied and collected by the Cass County Joint Water Resource District (“CCJWRD”), in which case the Contract may be held in either name.
- B. All Contracts for construction and related professional services presented to the Diversion Authority Board shall be approved at a public meeting and by either a resolution or a motion approved by the affirmative vote of a majority of the members of the Diversion Authority Board.
- C. Any Contract presented to the Diversion Authority Board for approval will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- D. For construction Contracts in the amount of ten thousand dollars (\$10,000) or less:
 - (1) The PMC and/or the Co-Executive Directors shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the Co-Executive Directors during its next regular meeting after receiving the Contract.
 - (2) Upon receiving a positive recommendation from the Technical Advisory Group, the Co-Executive Directors may approve the Contract. A Contract approved by the Co-Executive Directors must be signed by at least one (1) of the Co-Executive Directors on behalf of the Diversion Authority.
 - (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Co-Executive Directors.
- E. For construction Contracts greater than ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,000):
 - (1) If the estimated cost for the proposed construction project is estimated to be greater than ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,000), the PMC and/or Co-Executive Directors shall use their Best Efforts to request and secure three (3) competitive quotes for the proposed construction work. In the event that the PMC and/or Co-Executive Directors determine that only one Contractor or supplier is capable of providing the construction work or materials, the PMC and/or the Co-Executive Directors shall

provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Co-Executive Directors to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.

- (2) The PMC or the Co-Executive Directors shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the Co-Executive Directors.
- (3) The PMC or the Co-Executive Directors shall consolidate the recommendations of the Technical Advisory Group and the Co-Executive Directors regarding the proposed Contract into a single form and submit the written recommendation to the Finance Committee for review and/or approval. The recommendations of the Finance Committee regarding the proposed Contract shall then be submitted by the PMC or the Co-Executive Directors to the Diversion Authority Board for consideration.
- (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts must first be approved by the CCJWRD Board prior to being submitted to the Diversion Authority Board for approval.

F. For construction Contracts in the amount of one hundred thousand dollars (\$100,000) or more:

- (1) If the estimated cost for the proposed construction project meets the public improvement construction threshold of one hundred thousand dollars (\$100,000), as provided for in N.D.C.C. § 48-01.2-02.1, the PMC and/or the Engineer of Record shall advertise for Bids in accordance with North Dakota law and receive all Bids and/or proposals for the Contract.
- (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting in accordance with N.D.C.C. § 48-01.2-07. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder in accordance with N.D.C.C. § 48-01.2-07, and make a written recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.
- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required

under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

G. Contracts for Engineering, Architectural, and Other Professional Services:

- (1) The PMC and/or Co-Executive Directors shall submit a proposed Contract relating to engineering, architectural, and other professional services to the Finance Committee for review. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.
- (2) A Contract for engineering, architectural, and other professional services does not require approval by the CCJWRD.
- (3) The Diversion Authority Board, when it determines by affirmative vote or a majority of the Diversion Authority Board members that it is both reasonable and in the best interests of the Project, may deviate from the process outlined above for professional service agreements based upon the advice and recommendation from insurance providers, legal counsel, engineers, and/or the Co-Executive Directors.

H. Contracts for Services of the PMC:

- (1) The Co-Executive Directors shall submit a Contract for the services of a PMC to the Finance Committee for recommendation. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.

Section 5. Procedure for Diversion Authority Approval of Changes and Amendments to Existing Contracts.

- A. The Diversion Authority Board recognizes and acknowledges that, due to the size and complexity of the Project, situations will arise that require the Co-Executive Directors to authorize Change Orders prior to submitting a Change Order, Work Change Directive, and Authority Work Directive to the Diversion Authority pursuant to the procedure outlined in this section. The Co-Executive Directors will use their Best Efforts to secure Diversion Authority Board approval of all Change Orders, Work Change Directives and Authority Work Directives prior to work being commenced, however, the Diversion Authority Board hereby authorizes the Co-Executive Directors to authorize Change Orders, Work Change Directives and Authority Work Directives, without prior Diversion Authority Board approval, when public safety dictates that Contract actions need to be taken in order to stabilize worksites and/or mitigate costs to the public and/or the Diversion Authority. If the Co-Executive Directors act pursuant to the authority set forth in this section, they shall make a good faith effort to contact the Diversion Authority Board Chair and the Finance Committee Chair prior to authorizing a contractor to proceed. The Co-Executive Directors shall report such actions and/or decisions to the recommendation

to the Finance Committee for review and then to the Diversion Authority Board for formal approval.

- B. Any Change Orders, Work Change Directives and Authority Work Directives, or amendment to a master service agreement presented to the Diversion Authority Board will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- C. Change Orders to construction Contracts:
 - (1) Change Order requests to Diversion Authority construction Contracts shall state in detail the reason for the proposed change and all costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Change Order requests with an itemization and narrative explanation of each Change Order. The Fiscal Agent for the Diversion Authority shall provide the PMC and/or Engineer of Record with the requirements for submitting all Project costs.
 - (2) The PMC and/or the Engineer of Record shall submit a construction Change Order request to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.
 - (3) The Technical Advisory Group shall submit the Change Order request and its recommendation to the Finance Committee. The Finance Committee will review the Change Order request at its next regular meeting, and submit the request, the Finance Committee's recommendation, and the Technical Advisory Group's recommendation to the Diversion Authority Board for approval. If a Contract with an estimated cost of more than one hundred thousand dollars (\$100,000) utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Change Order before being approved by the Diversion Authority Board.
 - (4) A Change Order approved by the Diversion Authority Board may be approved in whole or in part.
 - (5) The Diversion Authority Board recognizes that time is of the essence in making Change Orders, and therefore, agrees to approve or deny requests for Change Orders during the next Diversion Authority Board meeting after submittal to the Technical Advisory Group.
- D. Field orders under construction Contracts:
 - (1) Field orders to Diversion Authority Contracts not affecting the cost of the original Contract shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change. The PMC and/or the Engineer of Record shall submit a field order to the Technical Advisory Group.

- (2) The Technical Advisory Group shall review the field order during its next regular meeting after receiving the field order, and make a recommendation to the Co-Executive Directors as to approval or denial of the field order. The Co-Executive Directors may then approve and sign the field order.

E. Work Change Directives to construction Contracts:

- (1) Work Change Directives to Diversion Authority construction Contracts shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change and, if applicable, the costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Work Change Directive with sufficient detail.
- (2) The PMC and/or the Engineer of Record shall submit a construction Work Change Directive to the Technical Advisory Group. The Technical Advisory Group shall review the Work Change Directive during its next regular meeting after receiving the Work Change Directive, and make a recommendation to the Co-Executive Directors as to approval or denial of the Work Change Directive.
- (3) If the Work Change Directive changes the schedule of the original Contract, each Co-Executive Director may approve and sign the Work Change Directive. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, CCJWRD's engineer must approve the Work Change Directive before it is signed by the Co-Executive Directors.
- (4) If the Work Change Directive changes the costs and/or amounts of the original Contract, the Co-Executive Directors shall submit the Work Change Directive and a recommendation to the Finance Committee, along with the recommendation given by the Technical Advisory Group. The Finance Committee will review the Work Change Directive at its next regular meeting, and submit the Work Change Directive and its recommendation to the Diversion Authority Board for approval. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Work Change Directive before being approved by the Diversion Authority Board.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Work Change Directives, and therefore, agrees to approve or deny Work Change Directives during the next Diversion Authority Board meeting after submittal to the Co-Executive Directors.

F. New task orders and amendments to task orders under a master service agreement:

- (1) New task orders under a master service agreement and amendments to existing task orders shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit the new task order or amendment to a task order to the Co-Executive Directors.

- (2) Upon review, each of the Co-Executive Directors may subsequently approve and sign the new task order or amendment to a task order on behalf of the Diversion Authority.

G. Amendments to master service agreements and Authority Work Directives:

- (1) Amendments to existing master service agreements and Authority Work Directives shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit an amendment to a master service agreement or Authority Work Directive to the Co-Executive Directors.
- (2) The Co-Executive Directors shall submit the amendment to a master service agreement or Authority Work Directive along with a recommendation to the Finance Committee. The Finance Committee will review the amendment to a master service agreement or Authority Work Directive at its next regular meeting, and submit the amendment to a master service agreement or Authority Work Directive and the Finance Committee's recommendation to the Diversion Authority Board for approval.

Section 6. Applicability of This Resolution. This resolution will only apply to any traditionally bid Contract for construction and does not apply to the P3 Procurement for the Diversion Channel and Associated Infrastructure.

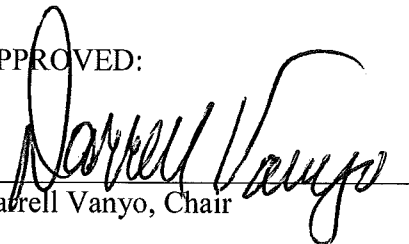
Section 7. North Dakota Law Applies. This Resolution will be controlled by the laws of the State of North Dakota.

Section 8. Effective Date. This Resolution will take effect immediately upon adoption.

Dated: November 10, 2016.

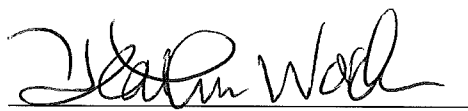
**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:



Darrell Vanyo, Chair

ATTEST:



Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member Campbell and upon roll call vote, the following Members voted in favor thereof: Vanyo, Scherling, Pawluk, Mahoney, Piepkorn, Grindberg, Williams, Otto, Hendrickson, Campbell, Weyland, Brodshaug, and Thorstad. The following were absent and not voting: none. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A

**RESOLUTION CONFIRMING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on November 10, 2016

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

**RESOLUTION CONFIRMING THE PROCEDURE FOR APPROVAL OF
CONSTRUCTION CONTRACTS; CONTRACTS FOR ENGINEERING,
ARCHITECTURAL, AND OTHER PROFESSIONAL SERVICES; AND CHANGE
ORDERS AND AMENDMENTS**

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District (the “Member Entities”) entered into a Joint Powers Agreement (“JPA”) on June 1, 2016, creating the Metro Flood Diversion Authority (“Diversion Authority”).

WHEREAS, Article XII of the JPA contains the general procedures for bidding, contracting, and payment procedures for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, the Member Entities recognize that the size and complexity of the Project requires the adoption of additional operating procedures regarding the bidding, contracting, and payment procedures for the Project; and

WHEREAS, the governing body of the Diversion Authority, the Diversion Authority Board (“Diversion Authority Board”), is authorized to adopt by written resolution specific written operating procedures regarding the bidding, contracting, and payment procedures for the Project in accordance with Section 12.05 of the JPA; and

WHEREAS, the Co-Executive Directors (or Executive Director, as applicable) are the chief purchasing agents of the Metro Flood Diversion Authority, and purchases and contracts are made by the Co-Executive Directors in accordance with procedures specified by the Diversion Authority Board; and

WHEREAS, in accordance with Section 14.06 of the JPA, the Co-Executive Directors may enter into a purchase or contract in an amount up to ten thousand dollars (\$10,000) on behalf of the Metro Flood Diversion Authority without the approval of the Diversion Authority Board; and

WHEREAS, the Diversion Authority will follow Chapter 48-01.2 of the North Dakota Century Code regarding traditionally bid public improvement contracts.

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

Section 1. Applicability to Member Entities. Pursuant to Article 12 of the JPA, if a portion of the Project is delegated to a Member Entity, that Member Entity is responsible for developing, approving, and making changes to contracts for that specific portion of the Project. In the event a portion of the Project is delegated to a Member Entity, that Member Entity shall follow the bidding and procurement requirements of the state in which the Member Entity is located, in

accordance with Section 12.09 of the JPA. This resolution shall only apply to contracts that are to be developed and approved by the Diversion Authority.

Section 2. Definitions.

All capitalized terms used and not otherwise defined herein shall have the meanings given them in this Resolution and as defined in this Section unless a different meaning clearly applies from the context.

“Addenda” means written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

“Authority Work Directive” means a work directive given by the Diversion Authority to a Contractor or service provider.

“Best Efforts” means that a Co-Executive Director will act in Good Faith, in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Resolution, in accordance with applicable federal and state laws, regulations, and rules.

“Bid” means the offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

“Bidder” means an individual or entity that submits a Bid to the Owner.

“Bidding Documents” means the Bidding Requirements, the proposed Contract Documents, and all Addenda.

“Bidding Requirements” means the advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

“Change Order” means a document that is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

“Change Proposal” means a written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

“Contract” means the entire and integrated written contract between the Owner and Contractor concerning the Work.

“Contract Documents” means those items so designated in the Contract, which together comprise the Contract.

“Contract Price” means the money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

“Contract Times” means the number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

“Contractor” means the individual or entity with which the Owner has contracted for performance of the Work.

“Deputy Co-Executive Director” means a position of the Metro Flood Diversion Authority created by Section 14.03 of the JPA.

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

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District. The term Member Entity does not include the City of West Fargo, Wilkin County, or Richland County.

“N.D.C.C.” means the North Dakota Century Code.

“Owner” means the individual or entity with which the Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

“P3 Procurement” means the procurement process being used to bid the Project Agreement for the construction of the Diversion Channel and Associated Infrastructure pursuant to Chapter 48-02.1 of the North Dakota Century Code.

“PMC” (Program Management Consultant) means an individual or firm responsible for planning and implementing the Project, which shall be under the direct supervision of the Executive Director, the Deputy Executive Director, and the Diversion Authority Board, and will consult with Member Entity staff.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Work Change Directives” means a written directive to a Contractor that does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated into a subsequently issued Change Order.

Section 3. Contract Negotiations. The Co-Executive Directors are the chief purchasing agents for the Diversion Authority. The PMC and the General Counsel may assist the Co-Executive

Directors with the negotiation and development of Contracts and changes to Contracts as described below.

Section 4. Procedure for Diversion Authority Approval of Construction Contracts and Contracts for Engineering, Architectural, and Other Professional Services.

- A. All Contracts relating to construction activities and related professional services of the Project shall identify the Diversion Authority as the Owner under the Contract, unless the Contract utilizes funds generated by special assessments levied and collected by the Cass County Joint Water Resource District (“CCJWRD”), in which case the Contract may be held in either name.
- B. All Contracts for construction and related professional services presented to the Diversion Authority Board shall be approved at a public meeting and by either a resolution or a motion approved by the affirmative vote of a majority of the members of the Diversion Authority Board.
- C. Any Contract presented to the Diversion Authority Board for approval will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- D. For construction Contracts in the amount of ten thousand dollars (\$10,000) or less:
 - (1) The PMC and/or the Co-Executive Directors shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract and submit its verbal recommendation to the Co-Executive Directors during its next regular meeting after receiving the Contract.
 - (2) Upon receiving a positive recommendation from the Technical Advisory Group, the Co-Executive Directors may approve the Contract. A Contract approved by the Co-Executive Directors must be signed by at least one (1) of the Co-Executive Directors on behalf of the Diversion Authority.
 - (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD Board, before being signed by the Co-Executive Directors.
- E. For construction Contracts greater than ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,000):
 - (1) If the estimated cost for the proposed construction project is estimated to be greater than ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,000), the PMC and/or Co-Executive Directors shall use their Best Efforts to request and secure three (3) competitive quotes for the proposed construction work. In the event that the PMC and/or Co-Executive Directors determine that only one Contractor or supplier is capable of providing the construction work or materials, the PMC and/or the Co-Executive Directors shall

provide such recommendation to the Finance Committee. The Finance Committee shall review and make a recommendation to the PMC and/or the Co-Executive Directors to dispense with the requirement to use their Best Efforts to request and secure three (3) competitive quotes.

- (2) The PMC or the Co-Executive Directors shall submit a proposed Contract to the Technical Advisory Group. The Technical Advisory Group shall review the Contract during its next regular meeting after receiving the Contract and then provide its recommendations to the PMC or the Co-Executive Directors.
- (3) The PMC or the Co-Executive Directors shall consolidate the recommendations of the Technical Advisory Group and the Co-Executive Directors regarding the proposed Contract into a single form and submit the written recommendation to the Finance Committee for review and/or approval. The recommendations of the Finance Committee regarding the proposed Contract shall then be submitted by the PMC or the Co-Executive Directors to the Diversion Authority Board for consideration.
- (4) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD, as required under N.D.C.C. § 61-16.1-24. Such Contracts must first be approved by the CCJWRD Board prior to being submitted to the Diversion Authority Board for approval.

F. For construction Contracts in the amount of one hundred thousand dollars (\$100,000) or more:

- (1) If the estimated cost for the proposed construction project meets the public improvement construction threshold of one hundred thousand dollars (\$100,000), as provided for in N.D.C.C. § 48-01.2-02.1, the PMC and/or the Engineer of Record shall advertise for Bids in accordance with North Dakota law and receive all Bids and/or proposals for the Contract.
- (2) The PMC and/or the Engineer of Record shall open the Bids and/or proposals at a public meeting in accordance with N.D.C.C. § 48-01.2-07. The PMC and/or the Engineer of Record will review the Bid and/or proposal of the lowest responsible Bidder in accordance with N.D.C.C. § 48-01.2-07, and make a written recommendation to the Diversion Authority as to the sufficiency of the Bid and/or proposal. The PMC and/or the Engineer of Record shall also submit the Bid and/or proposal to the Finance Committee. Upon reviewing the Bid and/or proposal, the Finance Committee shall submit a written recommendation to the Diversion Authority Board. The Diversion Authority Board may then approve the Contract. The Engineer of Record and the Diversion Authority Board may reject all Bids and/or proposals, and the Diversion Authority may subsequently re-advertise for Bids if no Bids and/or proposals are satisfactory.
- (3) Contracts utilizing funds generated by special assessments levied and collected by the CCJWRD shall also be approved by the CCJWRD Board, as required

under N.D.C.C. § 61-16.1-24. Such Contracts shall first be approved by the CCJWRD, before being presented to the Diversion Authority Board for approval.

G. Contracts for Engineering, Architectural, and Other Professional Services:

- (1) The PMC and/or Co-Executive Directors shall submit a proposed Contract relating to engineering, architectural, and other professional services to the Finance Committee for review. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.
- (2) A Contract for engineering, architectural, and other professional services does not require approval by the CCJWRD.
- (3) The Diversion Authority Board, when it determines by affirmative vote or a majority of the Diversion Authority Board members that it is both reasonable and in the best interests of the Project, may deviate from the process outlined above for professional service agreements based upon the advice and recommendation from insurance providers, legal counsel, engineers, and/or the Co-Executive Directors.

H. Contracts for Services of the PMC:

- (1) The Co-Executive Directors shall submit a Contract for the services of a PMC to the Finance Committee for recommendation. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval.

Section 5. Procedure for Diversion Authority Approval of Changes and Amendments to Existing Contracts.

- A. The Diversion Authority Board recognizes and acknowledges that, due to the size and complexity of the Project, situations will arise that require the Co-Executive Directors to authorize Change Orders prior to submitting a Change Order, Work Change Directive, and Authority Work Directive to the Diversion Authority pursuant to the procedure outlined in this section. The Co-Executive Directors will use their Best Efforts to secure Diversion Authority Board approval of all Change Orders, Work Change Directives and Authority Work Directives prior to work being commenced, however, the Diversion Authority Board hereby authorizes the Co-Executive Directors to authorize Change Orders, Work Change Directives and Authority Work Directives, without prior Diversion Authority Board approval, when public safety dictates that Contract actions need to be taken in order to stabilize worksites and/or mitigate costs to the public and/or the Diversion Authority. If the Co-Executive Directors act pursuant to the authority set forth in this section, they shall make a good faith effort to contact the Diversion Authority Board Chair and the Finance Committee Chair prior to authorizing a contractor to proceed. The Co-Executive Directors shall report such actions and/or decisions to the recommendation

to the Finance Committee for review and then to the Diversion Authority Board for formal approval.

- B. Any Change Orders, Work Change Directives and Authority Work Directives, or amendment to a master service agreement presented to the Diversion Authority Board will be approved upon a majority vote of all members of the Diversion Authority Board, in accordance with Section 5.09 of the JPA.
- C. Change Orders to construction Contracts:
 - (1) Change Order requests to Diversion Authority construction Contracts shall state in detail the reason for the proposed change and all costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Change Order requests with an itemization and narrative explanation of each Change Order. The Fiscal Agent for the Diversion Authority shall provide the PMC and/or Engineer of Record with the requirements for submitting all Project costs.
 - (2) The PMC and/or the Engineer of Record shall submit a construction Change Order request to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.
 - (3) The Technical Advisory Group shall submit the Change Order request and its recommendation to the Finance Committee. The Finance Committee will review the Change Order request at its next regular meeting, and submit the request, the Finance Committee's recommendation, and the Technical Advisory Group's recommendation to the Diversion Authority Board for approval. If a Contract with an estimated cost of more than one hundred thousand dollars (\$100,000) utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Change Order before being approved by the Diversion Authority Board.
 - (4) A Change Order approved by the Diversion Authority Board may be approved in whole or in part.
 - (5) The Diversion Authority Board recognizes that time is of the essence in making Change Orders, and therefore, agrees to approve or deny requests for Change Orders during the next Diversion Authority Board meeting after submittal to the Technical Advisory Group.
- D. Field orders under construction Contracts:
 - (1) Field orders to Diversion Authority Contracts not affecting the cost of the original Contract shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change. The PMC and/or the Engineer of Record shall submit a field order to the Technical Advisory Group.

- (2) The Technical Advisory Group shall review the field order during its next regular meeting after receiving the field order, and make a recommendation to the Co-Executive Directors as to approval or denial of the field order. The Co-Executive Directors may then approve and sign the field order.

E. Work Change Directives to construction Contracts:

- (1) Work Change Directives to Diversion Authority construction Contracts shall be prepared by the PMC and/or the Engineer of Record and shall state in detail the reason for the change and, if applicable, the costs associated with the change. The PMC and/or the Engineer of Record shall be responsible for preparing the Work Change Directive with sufficient detail.
- (2) The PMC and/or the Engineer of Record shall submit a construction Work Change Directive to the Technical Advisory Group. The Technical Advisory Group shall review the Work Change Directive during its next regular meeting after receiving the Work Change Directive, and make a recommendation to the Co-Executive Directors as to approval or denial of the Work Change Directive.
- (3) If the Work Change Directive changes the schedule of the original Contract, each Co-Executive Director may approve and sign the Work Change Directive. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, CCJWRD's engineer must approve the Work Change Directive before it is signed by the Co-Executive Directors.
- (4) If the Work Change Directive changes the costs and/or amounts of the original Contract, the Co-Executive Directors shall submit the Work Change Directive and a recommendation to the Finance Committee, along with the recommendation given by the Technical Advisory Group. The Finance Committee will review the Work Change Directive at its next regular meeting, and submit the Work Change Directive and its recommendation to the Diversion Authority Board for approval. If the original Contract utilizes funds generated by special assessments levied and collected by the CCJWRD, the CCJWRD Board must approve the Work Change Directive before being approved by the Diversion Authority Board.
- (5) The Diversion Authority Board recognizes that time is of the essence in making Work Change Directives, and therefore, agrees to approve or deny Work Change Directives during the next Diversion Authority Board meeting after submittal to the Co-Executive Directors.

F. New task orders and amendments to task orders under a master service agreement:

- (1) New task orders under a master service agreement and amendments to existing task orders shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit the new task order or amendment to a task order to the Co-Executive Directors.

- (2) Upon review, each of the Co-Executive Directors may subsequently approve and sign the new task order or amendment to a task order on behalf of the Diversion Authority.

G. Amendments to master service agreements and Authority Work Directives:

- (1) Amendments to existing master service agreements and Authority Work Directives shall be prepared by the PMC and/or the Engineer of Record. The PMC and/or the Engineer of Record shall submit an amendment to a master service agreement or Authority Work Directive to the Co-Executive Directors.
- (2) The Co-Executive Directors shall submit the amendment to a master service agreement or Authority Work Directive along with a recommendation to the Finance Committee. The Finance Committee will review the amendment to a master service agreement or Authority Work Directive at its next regular meeting, and submit the amendment to a master service agreement or Authority Work Directive and the Finance Committee's recommendation to the Diversion Authority Board for approval.

Section 6. Applicability of This Resolution. This resolution will only apply to any traditionally bid Contract for construction and does not apply to the P3 Procurement for the Diversion Channel and Associated Infrastructure.

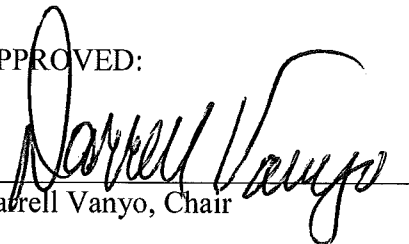
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Section 8. Effective Date. This Resolution will take effect immediately upon adoption.

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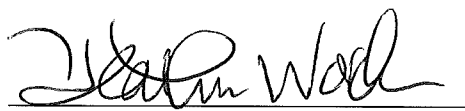
**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:



Darrell Vanyo, Chair

ATTEST:



Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member Campbell and upon roll call vote, the following Members voted in favor thereof: Vanyo, Scherling, Pawluk, Mahoney, Piepkorn, Grindberg, Williams, Otto, Hendrickson, Campbell, Weyland, Brodshaug, and Thorstad. The following were absent and not voting: none. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

Communication Approach 2021



Purpose

As the Metro Flood Diversion Authority (MFDA) moves from preparation to construction, communication will drive each of the upcoming stages:

- **SUCCESS:** securing the crucial funding commitment from the ND Legislature, along with continued funding appropriations from the federal government and the State of Minnesota in order to keep all components of the project to stay on track.
- **BUILD:** supporting the crucial interactions to enable the safe and rapid construction of MFDA – listening to and addressing the expectations of community and various stakeholders to enable performance within the project itself
- **DELIVER:** seamless transition from construction to long-term operation and maintenance of the project

Communication Principles

- **INTERACTIVE:** transparent base communications on what we learn from our conversations with leaders and the community while staying true to our commitment to safe and rapid delivery
- **STRATEGIC:** focus efforts on an efficient portfolio of channels and interventions that reinforce positive views of MFDA with key constituencies, as opposed to “communication for communication’s sake”
- **PROACTIVE:** be aware, responsive, and accurate in the communications we generate and in our engagement with community, political and media stakeholders

Stage 1: Success

Securing the funding package from the ND Legislature to deliver the lifesaving and economy-saving benefits of flood prevention to the region.

To secure a successful outcome, we plan to:

- **POLL**

We will conduct an ND statewide + affected Minnesota counties poll addressing public attitudes towards MFDA, the credibility of our core messages, and perceptions of other current political concerns, priorities, and actors in the region. The Poll will allow us to identify those messages which move citizens (and thus, legislators) positively, particularly those ND citizens outside the immediate Fargo region where the project’s benefits may seem less obvious.

The initial poll will be followed by future tracking to allow us to assess the impact of our communication efforts on an ongoing basis.

- **CONNECT**

Our legislative outreach will be driven by a one-to-one approach engaging leadership with key members of the ND Legislature to stimulate engagement between our core allies and their peers and colleagues from other areas of the state.

- **CIRCULATE**

Supporting the lobbying effort would be a one-page bulletin (tentatively “Diversion Update”) distributed on paper inside the State Capitol and electronically to selected media outlets and other key stakeholders.

The “Diversion Update” would serve to focus the week’s messaging and conversation about the legislative package on issues highlighted by the polling.

It would contain these components:

- **News and Insights**
3-4 bullet points
- **Quote of the day**
Quote from legislator, community leader or poll participant, preferably relevant to next vote or decision
- **Project facts**
3-4 facts reinforcing project positives or addressing common misconceptions

- **EDUCATE**

The legislative effort will be complemented by an active media effort to educate the legislature and key influencers around ND through proactive and reactive media engagement - particularly on messaging intended to secure support for the Diversion outside of the immediate Fargo area,

Elements would likely include:

- Poll release
- Social media posting amplifying planned messaging
- Op-eds from Diversion leadership
- Op-eds from legislators and community leaders outside of the Fargo area
- Commentary on upcoming legislative action
- Commentary on completed legislative action
- Commentary on anticipated next steps
- Radio and TV interviews
- Talk radio appearances
- Update of relevant content on the MFDA website

Releases from MFDA and relevant articles by us or others will be amplified through social media updates.

Stage 2: Build

Immediately following the conclusion of the legislative session, the communication focus will turn towards a very different range of activities - those required to enable and then support the safe construction of MFDA and to keep its stakeholder universes informed.

Strategically, the landscape changes considerably. North Dakota taxpayers will need to feel reassured about their tax spend. The MFDA construction effort will need to be connected with its internal audiences (contractors and staff in particular) and with its broader community of suppliers, neighbors, and civic and business leaders. Clay County and, to an extent, the Minnesota legislative and media world, needs to be connected to the conversation.

There also needs to be concern about the realities - and the optics - when the progress of the project may appear upsetting to some. Those that are unavoidable like evictions require context and a coherent, consistent approach. Those that are avoidable - like workplace safety incidents - require an unwavering commitment to avoid them.

To support the construction phase, we intend to:

- Focus on two main stakeholder universes: one composed of those working for MFDA (internal), and one comprising the larger ecosystem in which MFDA is operating (regional).
- Form a long-term narrative about the project, its rationale, and how it will progress to completion
- Stick closely to our communication principles:
 - **Interactivity:** continue the poll tracking program and add ongoing qualitative and quantitative research in the internal universe to track alignment with project priorities
 - **Strategic:** focus on ensuring interaction with key regional stakeholders through a limited portfolio of owned channels and a media outreach program tailored to a longer timeline
 - **Proactive:** identify issues quickly and address them proactively even if they may appear to be unflattering on the surface.

Stage 3: Deliver

Moving from construction to operation and maintenance requires yet another different approach - a sustainable approach for supporting a very focused multi-municipal entity over the course of its working life.

The number of people involved will be far smaller, the mechanics of its operation will be known and established, and its communication efforts will focus mainly on operations, according to its stakeholders the appropriate level of information for effective oversight and maintaining the confidence of the public in its function and safety.

The main focus of this stage will be to develop a long-term charter for a communication role or function, whether it is standalone or as part of another entity, and in ensuring that this role is adequately and sustainably staffed and serviced.

In Closing

While there are certain elements and processes which remain to be fleshed out, particularly in terms of the day-to-day flow and agenda for the ND Legislative Session, this approach reflects the elements needed to drive effective, professional, and responsive communication. All of these are within our bailiwick to either provide directly or to find appropriate specialist support.

The main thing is this reflects is an evolution from the previous stage of MFDA's effort - which emphasized maintaining the visibility of the project prior to its ability to start building. It is not that this approach represents an "improvement.": It's that it has been designed to achieve different objectives in a new context.



207 4TH STREET NORTH, SUITE A
FARGO, NORTH DAKOTA 58102



MFDA Informational Points

Current as of January 21, 2021

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Construction

Public-Private Partnership (P3) Components (Diversion Channel and Associated Infrastructure)

- The Diversion Authority will contract with a P3 Developer for construction of the Diversion Channel and Associated Infrastructure (DCAI), including bridges and aqueduct structures.
- P3 bids are expected to be received on March 26, 2021, with award of the P3 Agreement scheduled for April 22, 2021.
- Completion of the P3 construction is expected in 2027.
- The P3 delivery model encourages design innovation and will deliver the project faster and more efficiently by apportioning risk to the entity best positioned to manage it.

US Army Corps of Engineers (USACE) Components (Southern Embankment and Associated Infrastructure)

- USACE is responsible for construction of the Southern Embankment and Associated Infrastructure (SEAI), which includes the earthen embankment, the Wild Rice River and Red River Control Structures, the Diversion Inlet Structure, and the tie-back levees.
- USACE is currently progressing on construction of:
 - The Diversion Inlet Structure (~\$46M)
 - Contract awarded to Ames Construction of Minnesota
 - The Wild Rice River Control Structure (~\$59M)
 - Contract awarded to Ames Construction of Minnesota
- USACE is preparing to award construction contracts for the I-29 grade raise and Southern Embankment Reach 1 projects in 2021.
 - The “road raise” project, expected to cost more than \$25 million, is required to elevate the stretch of I-29 above water in the staging area during the times the Comprehensive Project is operating, which could occur in 2028 depending upon spring time flooding.
- Final real estate needs have been developed for the Red River Control Structure. Final design of the structure is ongoing, incorporating the findings from the physical model.

In-town Components

- Additional in-town construction to allow 37-feet of floodwaters to safely flow through the Red River is necessary as a result of the Plan B compromise developed as a result of the Governor’s task force. The additional work requires:
 - \$130M in North Dakota - Fargo (\$126M) and Cass County (\$4M). \$43M in Minnesota – Moorhead (\$40M) and Clay County (\$3M).

Permitting

Minnesota Permit

- The Minnesota Department of Natural Resources (MDNR) issued a Dam Safety & Public Waters Work Permit (Permit #2018-0819) for the Project on Dec 27, 2018.
- The Diversion Authority has reviewed the permit and all permit conditions and finds them achievable. A permit compliance team is meeting regularly to ensure compliance with permit conditions.

- Most of the permit conditions involve construction monitoring and reporting requirements that are routine and customary during construction. There are a minimal number of conditions that must be adhered to prior to construction, such as acquiring necessary property rights and obtaining other required permits. These are items that are typical to projects of this nature

North Dakota Permit

- The North Dakota Office of the State Engineer has issued permit approvals for the Diversion Inlet Structure, the Wild Rice River Structure, Oxbow-Hickson-Bakke Ring Levee Project, for in-town work and for the Diversion Channel and Associated Infrastructure.
- Permits from the State of North Dakota include a number of conditions, which have been reviewed by the Diversion Authority and all have been deemed achievable.

Buffalo-Red River Watershed District (BRRWD) Permit

- The BRRWD issued their permit with conditions, as part of the Settlement Agreement on October 26, 2020.

Settlement Agreement

The Settlement Agreement includes:

- A joint submittal to dismiss all litigation with prejudice related to the Diversion Project, including:
 - The federal lawsuit before Chief Judge John R. Tunheim and any pending appeals,
 - The Minnesota Contested Case related to Minnesota DNR Dam Safety and Public Waters Work Permit No. 2018-0819, and
 - The case in Minnesota state court related to the BRRWD permit.
- Creation of an Economic Impact Relief Fund (Relief Fund) to compensate and mitigate political subdivisions located within Richland County, ND and Wilkin County, MN for potential impacts from the Diversion Project. The Relief Fund will be funded with an initial deposit of \$35 Million and will include additional deposits over time after construction of the project is completed by the Authority until the total reaches \$75 Million.
- Funding to complete or construct infrastructure related to flood risk reduction projects for the cities of:
 - Christine, ND
 - Comstock, MN
 - Georgetown, MN
 - Wolverton, MN
- Provisions for mitigation of potential impacts related to:
 - Upstream cemeteries,
 - A crop insurance program,
 - A post operation debris removal program,
 - Relief for impacted businesses, and
 - Further discussion related to the flexibility within the mitigation requirements on upstream structures.

- The Agreement does not specifically include the MDNR or the USACE, both who are also parties to the previously expressed lawsuits. Nothing in the agreement is an attempt to diminish the regulatory or permitting authority of either party.

Financial – WIFIA Loan

- The Diversion Authority applied and has been approved for a for a \$569 Million low-interest Federal Water Infrastructure Finance and Innovation (WIFIA) loan, which is scheduled to close in late April/early May of 2021.
- On January 15, 2021, the Authority and US EPA formally signed a WIFIA Loan Term Sheet establishing the terms of the WIFIA Loan. The Authority and US EPA are currently working on finalizing all of the financing documents associated with the WIFIA Loan.
- The Financial Plan for the FM Area Diversion Project includes a long-term, low interest WIFIA loan to help provide funds during the land acquisition and construction portions of the project.
- Three voter-approved sales and use taxes would provide for the re-payment of the WIFIA loan.
- A WIFIA loan will lower the cost of capital for the project and result in significant interest savings. The estimated interest rate for the WIFIA loan is between 1.7% to 2.0% interest for a term of forty years which will be locked in on the scheduled closing date of the loan.

Financial

State of North Dakota Funding

- The 2019 Legislature committed \$750M, which is a \$180M increase from the previous commitment.
 - To date, the State Legislature has appropriated \$414.5M of the \$750M.
 - The Diversion Authority agreed to defer \$22.5M in funding from the total amount eligible in 2019 legislation to assist the State Water Commission in managing available resources due to a downturn in oil revenue into the Resources Trust Fund.
- The P3 procurement is expected to be completed with the selection of a preferred proposer (acceptance of a bid) before the end of the 2021 legislative session.
- The current legislative session is underway, and a bonding bill has been introduced that if enacted, would be favorable to the Project. The Diversion Authority is tracking the bill closely and are hopeful it is enacted.
- We appreciate the Legislature's commitment to the Project, and we will continue to coordinate with the Legislature.

Federal Funding

- On March 19, 2019 an amended Project Partnership Agreement (PPA) was signed by the cities of Fargo and Moorhead, the Diversion Authority, and the U.S. Army Corps of Engineers. The PPA amendment increased the federal construction participation to \$750M in total construction funding.
- Federal funding to date has come in three categories of funding (only construction funding is counted against the PPA amount):
 - Construction (2016 – present) = \$313M

- PED Funds (2011-2014) = \$29M
- Feasibility (2008-2013) = \$11M

State of Minnesota Funding

- Moorhead and Clay County have formed a Joint Powers Authority (MCCJPA) to acquire property rights in Minnesota, and to request funding from the State of MN.
- The MCCJPA submitted a cost-share request to the MDNR for \$46M, which is in addition to the \$40M request by the City of Moorhead for Plan B related work. A total commitment has been made by Moorhead and Clay County to request \$86M in State of MN funding.
 - \$9M has been secured for construction to date.
- With an approved MDNR permit, we are confident the remaining State of MN funds will be available when needed for construction and mitigation efforts in MN.

Local Funding

- Local funding has been secured through voter approval of three half-cent sales taxes, two in Fargo and one in Cass County. These sales taxes were extended until 2084 in a 2016 vote.
- The City of Fargo has also dedicated ¼ of its 1-cent infrastructure sales tax, which is voter-approved through 2028.
- No additional sources of local revenue are anticipated to fund construction.

Maintenance Costs

- Maintenance of Project features is expected to be paid through excess revenues on existing sales taxes or through a small maintenance levy on an already-established Maintenance District in North Dakota, similar to other area flood protection projects.
- The Joint Powers Agreement that created the Diversion Authority allocated two percent (based on the socioeconomic analysis from the Minnesota EIS) of the comprehensive Project's maintenance costs to the City of Moorhead and Clay County.

Special Assessments

- The Special Assessment District that was created to obtain more favorable financing terms for the projected P3 financing, sales tax bonds, and the WIFIA Loan. The Assessment District is not to be counted on as a source of revenue in the finance plan.

Audit

- An audit was conducted by an independent third-party on the Diversion Authority's financials, and a separate independent third-party audit was conducted on the Cass County Joint Water Resource District's financials. The results are contained in a written report and no corrective actions were needed or material deficiencies noted.
- Regular audits are required as part of the WIFIA Loan.

Land Acquisition & Property Mitigation

Post Conditional Letter of Map Revision (CLOMR) Outreach

- CLOMR received from FEMA in September 2020
- CLOMR Confirms Project Protection; without the Project in place

- 11,000 Homes in North Dakota are at risk of being in the future FEMA floodplain
 - An estimated \$3,000 - \$5,000 annual payment per home
 - Approximately \$30-\$50 Million in total annual insurance premiums
- Diversion Authority has sent letters, including individual maps, to all upstream impacted property owners.
 - 700+ Upstream parcels
 - ~350 property owners

Land Acquisition

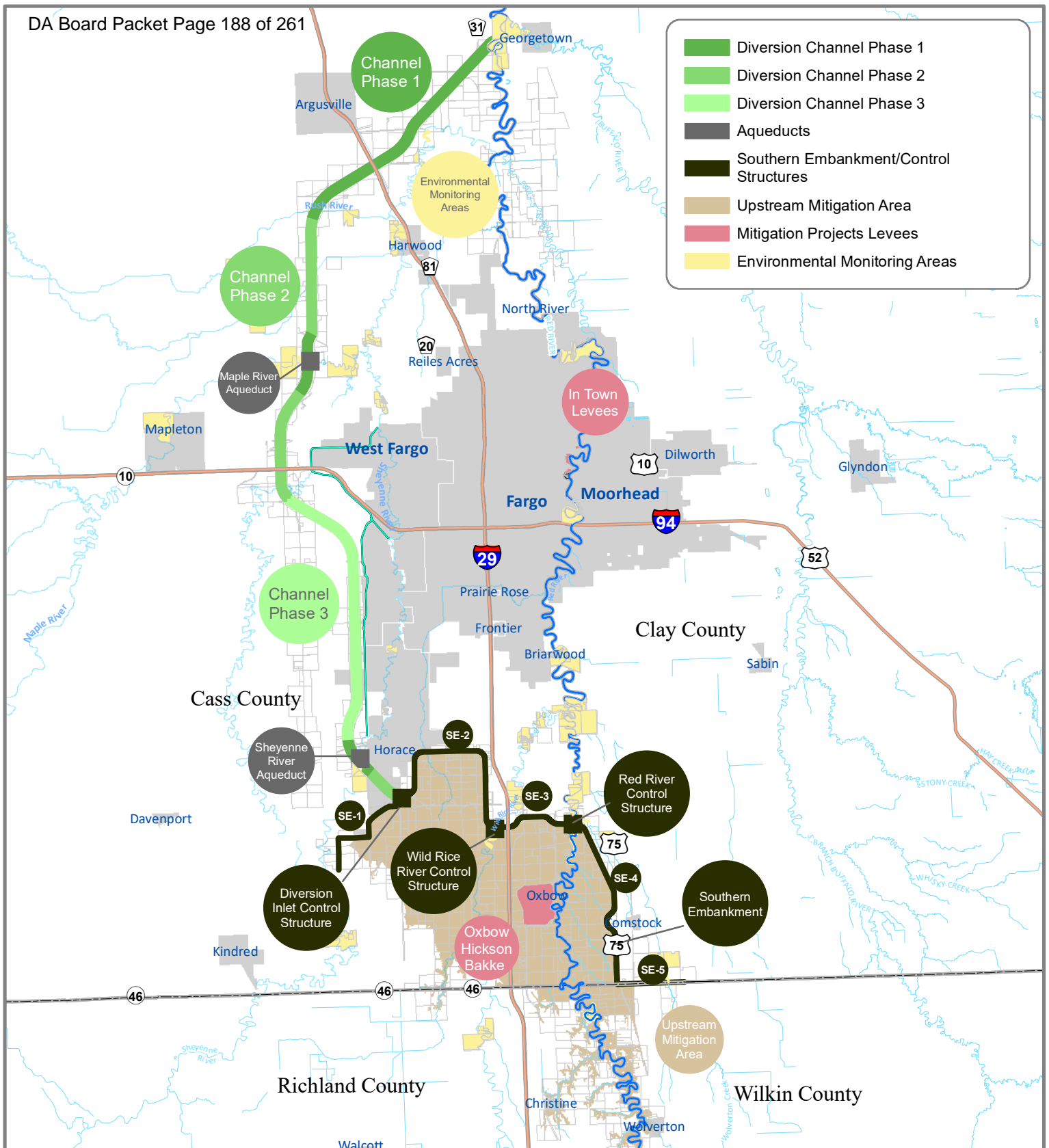
- The North Dakota State Engineer approved the Diversion Authority's Property Rights Acquisition and Mitigation Plan in June 2020.
- The Diversion Authority is moving forward with all land acquisition necessary for the Project. A phased approach will be used as designs are completed on Project features. The acquisition of all property for the Diversion Channel is the top priority.
- The Cass County Joint Water Resource District is the local entity responsible for acquiring property rights in North Dakota.
- The Moorhead Clay County Joint Powers Authority is the local entity responsible for acquiring property rights in Minnesota.
- Property owners will be fairly compensated, based on an independent appraisal.
- The Diversion Authority will cooperate with landowners who make reasonable requests, including rent-back of property until needed for the project and offering a right to re-purchase property if it ends up not being needed for the Project.
- Eminent Domain will only be used as a last resort.
- Land Acquisition in Minnesota will follow Minnesota Law.
- Land Acquisition in North Dakota will follow North Dakota Law.

Flowage Easements

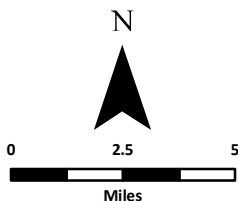
- The Project includes an upstream mitigation area where acquisition of flowage easements is required. The value of the flowage easements will be determined through an appraisal.
- The Diversion Authority has contracted with Crown Appraisals to develop the value of the easements.
 - Phase 1B of the study was complete in August 2020
 - Phase 2 of the study will start now that FEMA has approved the CLOMR

Additional Mitigation

- The Diversion Authority has developed and committed to additional mitigation above and beyond the requirements established by state and federal agencies.
- The additional programs include
 - Post-operation debris clean-up and damage repair
 - Summer flood supplemental crop loss program



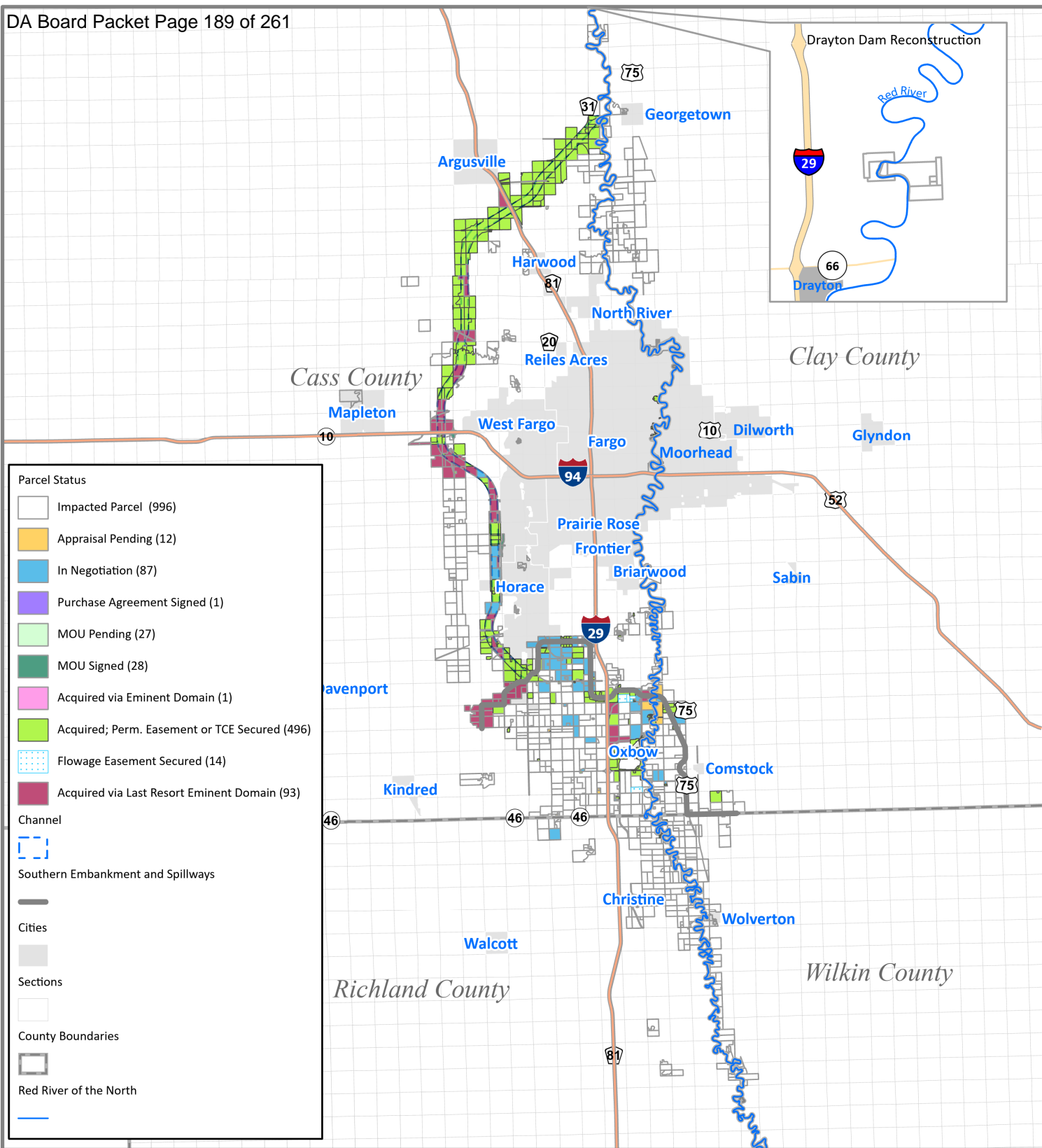
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 UTM Zone 14N | Produced by: cwickenhiser - AE2S, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd



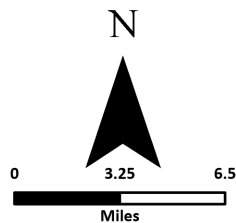
FM AREA DIVERSION KEY ACQUISITION AREAS

Map Date: 1/18/2021





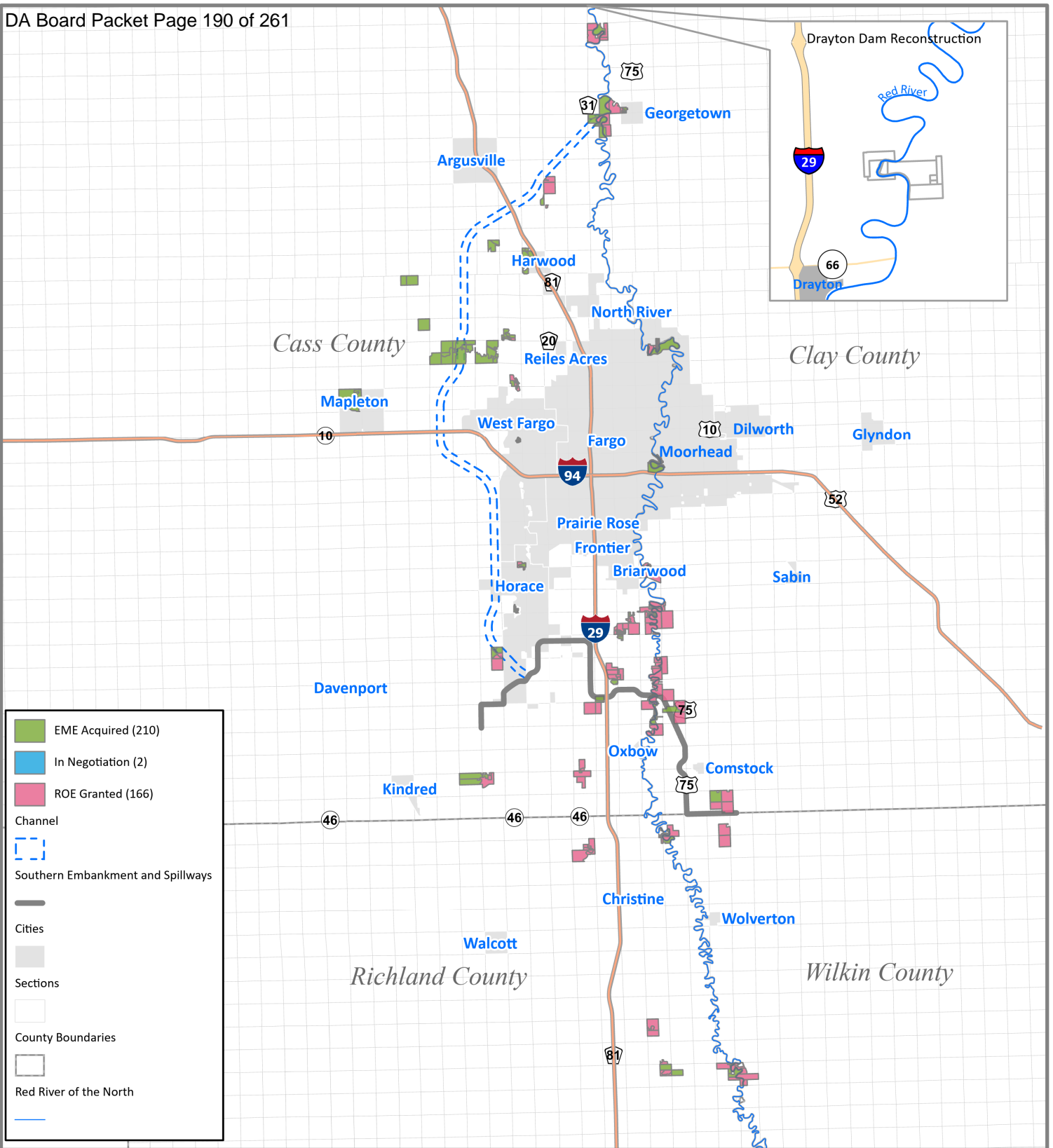
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
 C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: PropertyAcquisitionStatusReport_8x11 | Produced by: cwickenheiser - AE2S, Inc.



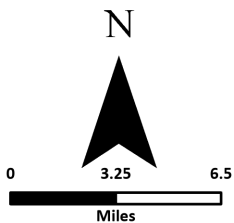
PROPERTY ACQUISITION STATUS REPORT

Date: 1/20/2021





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. C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: EME Acquisition Status Report 8x11 | Produced by: cwickenheiser - AE2S, Inc.



ENVIRONMENTAL MONITORING EASEMENT ACQUISITION STATUS REPORT

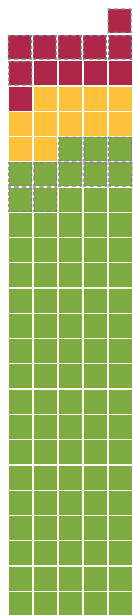
Date: 1/20/2021



Diversion Channel

Phase 1

(WP LAP01)



116 parcels total

- 11 MOU Pending
- 0 In Negotiation
- 0 Agreement Signed
- 93 Acquired Parcel/ TCE Secured
- 12 Condemnation
- Change from last report

Phase 2

(WP LAP02)

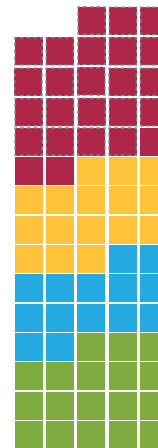


76 parcels total

- 5 MOU Pending
- 2 In Negotiation
- 0 Agreement Signed
- 42 Acquired/TCE Secured
- 27 Condemnation
- Change from last report

Phase 3

(WP LAP03)

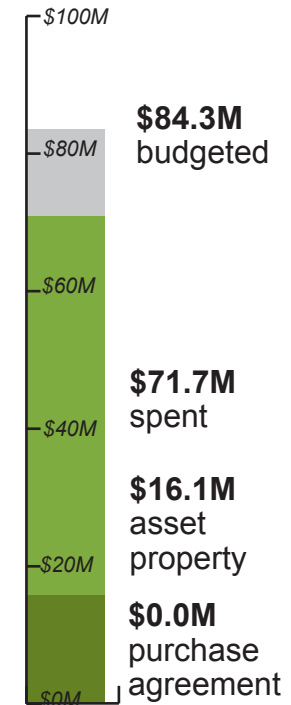


73 parcels total

- 16 MOU Pending
- 14 In Negotiation
- 0 Agreement Signed
- 18 Acquired Parcel/TCE Secured
- 25 Condemnation
- 0 Mitigation
- Change from last report

Hard Costs paid to Property Owners

NOTE: Based on Financial data through December



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Property Status Report



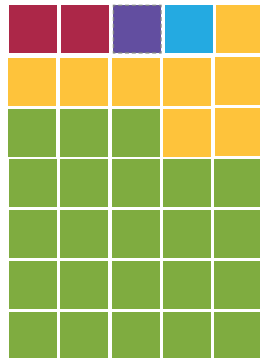
As of January 18, 2021

Southern Embankment Control Structures

Red River Control Structure

(WP 35)

Target Completion:
August 2021

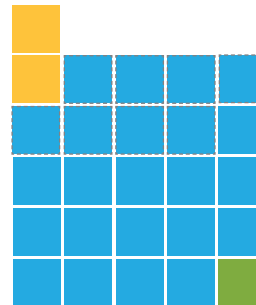


35 parcels total

- 8 Appraisal Pending
- 1 In Negotiation
- 1 Agreement Signed
- 23 Acquired/ TCE Secured
- 2 Condemnation
- Changed from last report

Drain 27 Wetland Project

Targeted Completion:
August 2021



26 parcels total

- 2 Appraisal Pending/ MOU
- 23 In Negotiation
- 0 Agreement Signed
- 1 Acquired/ TCE Secured
- Condemnation
- Changed from last report

Completed:

- Diversion Inlet
- 8 Parcels
- Wild Rice River Control Structure
- 4 Parcels

Property Status Report



As of January 18, 2021

Southern Embankment

Southern Embankment

(WP Reach SE-1 to SE-5 and I29)
Targeted Completion: September 2025

108 parcels total

SE-1 Complete
Total Parcels: 21



SE-2 Target Completion: Aug. 2021 & Aug. 2022
Total Parcels: 38



SE-3 Target Completion: July 2024
Total Parcels: 5



I29 Completed
Total Parcels: 11



ND

MN

SE-4 Target Completion: July 2023
Total Parcels: 24



SE-5 Target Completion: July. 2024
Total Parcels: 9



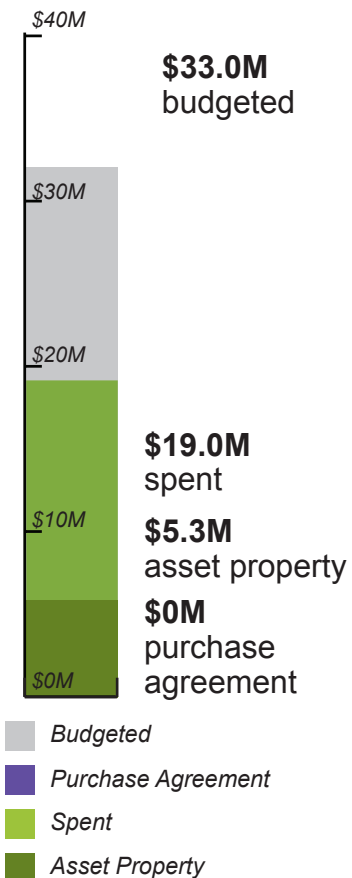
1 Appraisal/ MOU Pending
9 In Negotiation
0 Agreement Signed

40 Acquired/ TCE Secured
21 Condemnation
Change from last report

Southern Embankment & Control Structures

Hard Costs paid to
Property Owners

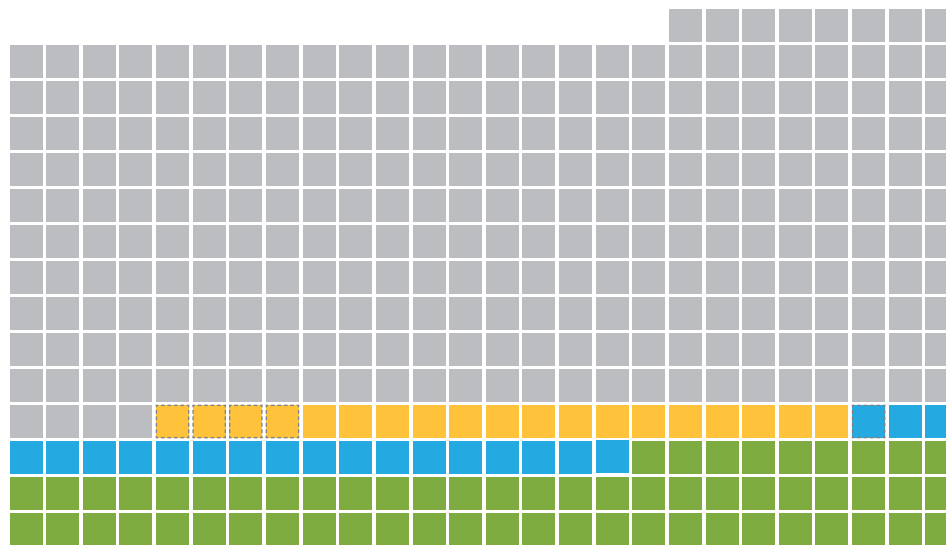
Note: Based on financial data through December



Upstream Mitigation Area-ND (UMA)

Flowage Easements without structures (ND)

Approximately
370 parcels in ND



- 19 Appraisal/MOU Pending
- 20 In Negotiation
- 0 Agreement Signed
- 10 Flowage Easement Secured
- 49 Acquired
- 0 Condemnation
- Changed

Flowage Easement Structure Sites (ND)

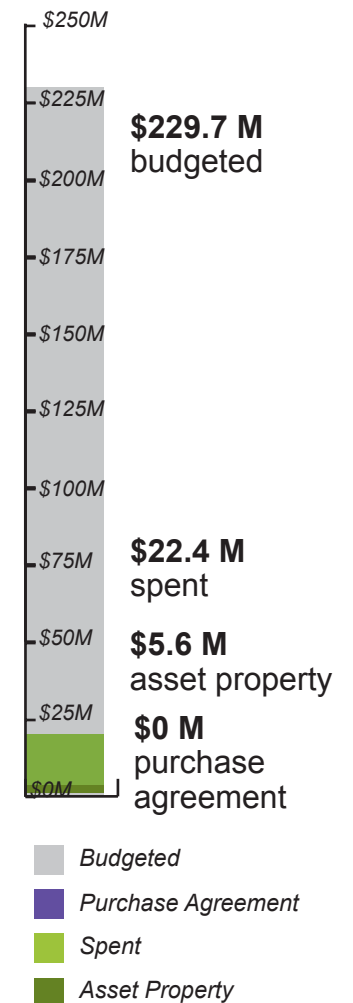
Approximately
99 parcels in ND



- 2 Appraisal/MOU Pending
- 13 In Negotiation
- 0 Agreement Signed
- 11 Acquired
- 0 Flowage Easement Secured
- Condemnation
- Changed

ND + MN UMA Hard Costs paid to Property Owners

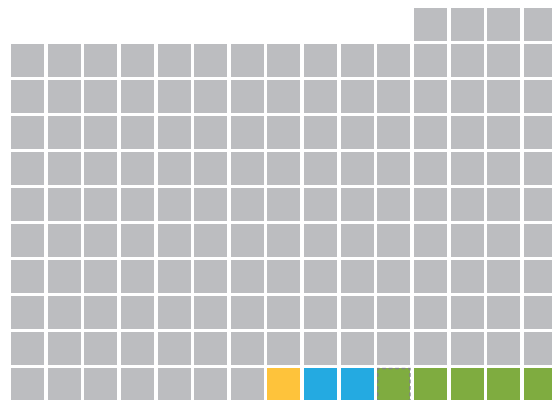
Note: Based on financial data through December



Upstream Mitigation Area-MN (UMA)

Flowage Easements without structures (MN)

Approximately
154 parcels in MN



- 1 Appraisal/MOU Pending
- 2 In Negotiation
- 0 Agreement Signed
- 3 Flowage Easement Secured
- 2 Acquired
- 0 Condemnation
- Changed

Flowage Easement Structure Sites (MN)

Approximately
26 parcels in MN



- 0 Appraisal/MOU Pending
- 1 In Negotiation
- 0 Agreement Signed
- 1 Flowage Easement Secured
- 2 Acquired
- Condemnation
- Changed

Environmental Monitoring Areas (BIOGEO)

North Dakota

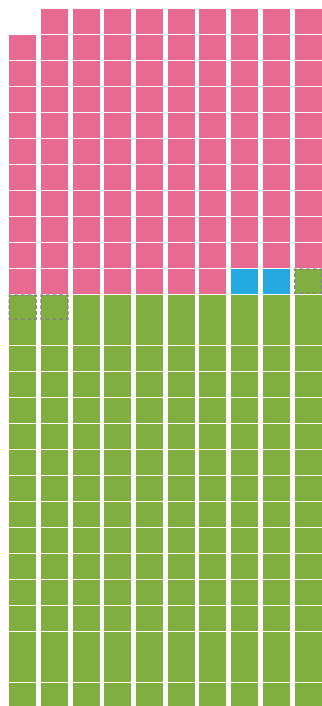
Minnesota

Cass County

Richland County

Clay County

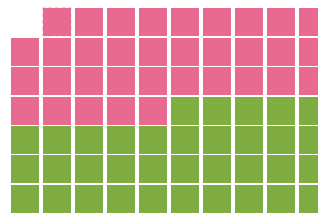
Wilkin County



269 parcels total



31 parcels total



69 parcels total



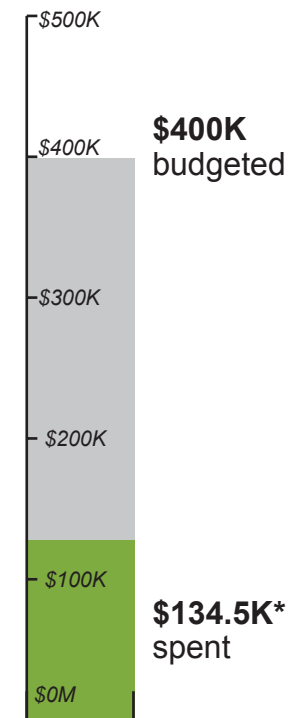
9 parcels total

- Easement Document in Work
- ROE Granted
- USACE Easement Bounds In Work
- Preliminary COS In Work

- In Negotiations
- Bio/Geo Easement Secured
- Change from last report
- On Hold

Hard Costs paid to Property Owners

Note: Based on financial data through December



*includes payments for monuments and easements.

- Budgeted
- Purchase Agreement
- Spent

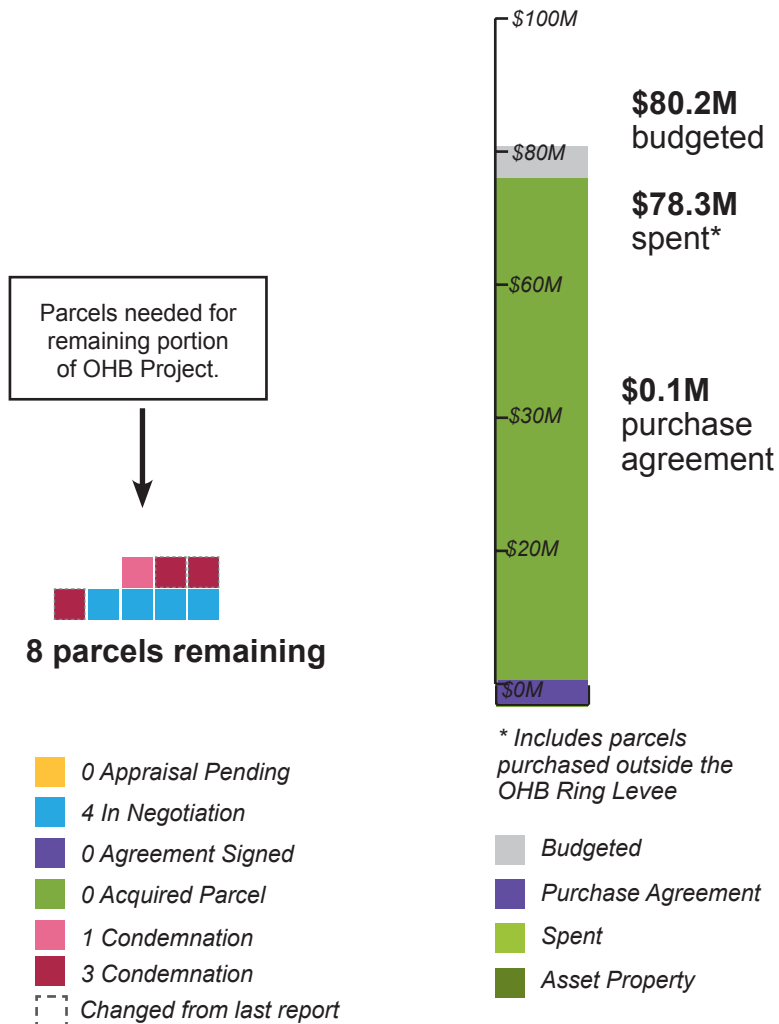
OHB Projects

OHB Ring Levee

WP 43

Completed:

- Hickson Main Ave ROW
- 4 Parcels





Contracting Actions

January 2021



DA Board Approval Contract Actions (Recommendation)

Description	Company	Budget Estimate (\$)
<i>Diversion Authority</i>		
MSA, Amendment 1 – Aconex Software	Aconex/Oracle	\$872,509.45
Contract Award for WP-50D.1 – Demo Package	Industrial Builders Inc.	\$186,437.50
Contract Award for WP-50D.2 – Demo Package	Industrial Builders Inc.	\$289,655.00
TO 1, Amendment 17 – 2021 Services for Project Management, Public Involvement Assistance, Project Controls, and On-call Services – This reflects 2021 rates and extends PoP to December 31, 2021	HMG	\$852,780
New Services Agreement – Government Relations	GA Group, PC	\$60,000
New Services Agreement – 2021 Audit Services	Eide Bailly	\$20,000





AMENDMENT ONE

Oracle America, Inc.

500 Oracle Parkway

Redwood Shores, CA 94065

Customer Name	Metro Flood Diversion Authority	Customer Contact	Joel Paulsen
Customer Location	207 4th St. N., Ste. A Fargo, ND 58102	Phone Number	701-660-0900
		Email Address	PaulsenJ@fmdiversion.gov

ORACLE CONTRACT INFORMATION

This Amendment One to the Ordering Document (this “**Amendment**”) amends the Aconex Services Order listed below and all amendments thereto (the “**Initial Order**”) between Metro Flood Diversion Authority (“**You**” or “**you**”) and Oracle America, Inc. (“**Oracle**”).

Initial Order:

Aconex Services Order executed July 14, 2016.

Expansion Term Through: 13-Jul-2024

Service Period: 43.68 months					
Project Name: CH2M - Fargo Moorhead Flood Diversion Program - Phase 2					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91942 - Aconex Single Project Cloud Service - Each	NORTH AMERICA	1	43.68 mo	9,367.82	409,186.54
B91786 - Core Aconex - Project - PV - 1M of Project Value	NORTH AMERICA	800	43.68 mo		
B91827 - Aconex Local Copy - Project - PV - 1M of Project Value	NORTH AMERICA	800	43.68 mo		
B91864 - Aconex Tenders - Project - PV - 1M of Project Value	NORTH AMERICA	800	43.68 mo		
B91868 - Aconex Workflows - Project - PV - 1M of Project Value	NORTH AMERICA	800	43.68 mo		

DRAFT FOR DISCUSSION PURPOSES ONLY – SUBJECT TO APPROVAL BY BOTH PARTIES

Service Period: 43.68 months					
Project Name: CH2M - Fargo Moorhead Flood Diversion Program - Phase 2					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
Subtotal					409,186.54

Renew Subscription Term: 14-Jul-2024 to 13-Jul-2027

Service Period: 36 months					
Project Name: CH2M - Fargo Moorhead Flood Diversion Program - Phase 2					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91942 - Aconex Single Project Cloud Service - Each	NORTH AMERICA	1	36 mo	12,870.08	463,322.92
B91786 - Core Aconex - Project - PV - 1M of Project Value	NORTH AMERICA	2300	36 mo		
B91815 - Aconex Field - Project - Limited User - Hosted Named User	NORTH AMERICA	10	36 mo		
B91827 - Aconex Local Copy - Project - PV - 1M of Project Value	NORTH AMERICA	2300	36 mo		
B91864 - Aconex Tenders - Project - PV - 1M of Project Value	NORTH AMERICA	2300	36 mo		
B91868 - Aconex Workflows - Project - PV - 1M of Project Value	NORTH AMERICA	2300	36 mo		
B91948 - Aconex Connected BIM - Single Project - Each	NORTH AMERICA	1	36 mo		
B91761 - Aconex Checklists - Project - Limited User - Hosted Named User	NORTH AMERICA	10	36 mo		
Subtotal					463,322.92

Fee Description	Net Fee
Cloud Services Fees	872,509.45
Net Fees	872,509.45
Total Fees	872,509.45

1. CHANGES TO THE INITIAL ORDER

You and Oracle hereby agree to amend the Initial Order as follows:

- A. Replace the Address in the Engagement Information Section, with the following:

207 4th St. N., Ste. A, Fargo, ND, United States of America, 58102.

- B. Replace the Contact Name in the Engagement Information Section, with the following:

Joel Paulsen (PaulsenJ@fmdiversion.gov)

- C. Replace Engagement Scope Section with the updated language below:

The scope of engagement includes the multi-party use of the Aconex Platform, a cloud-based, collaborative project management and document management software platform and associated services by the Metro Flood Diversion Authority during the design, pre-construction, and construction phases of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project with \$2.3B of project cost. The federally funded portion of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project shall not contribute to the aggregate project cost.

All Services will cease on the end date noted below.

- D. Replace the End Date Section with the following:

13 Jul 2027

- D. Replace the Billing Contact in the Engagement Information Section, with the following:

Joel Paulsen (PaulsenJ@fmdiversion.gov)

- E. Replace the first sentence of Terms and Conditions Note #9 with the following:

This Agreement covers a 132-month program which has a total program cost of \$2.3B.

2. Changes to the Aconex Terms of Service Agreement (AMERICAS)

You and Oracle hereby agree to amend the ACONEX TERMS OF SERVICE AGREEMENT (AMERICAS) as follows:

- A. Replace all references to CH2M Hill

Replace all references with CH2M Hill, CH2M Hill Inc, CH2M Hill Inc., CH2M Hill Companies with Metro Flood Diversion Authority.

- B. Replace the Metro Flood Diversion Authority's address in paragraph one, with the following:

207 4th St. N., Ste. A, Fargo, ND 58102

- C. In the Provisions Applicable to Paying Organizations Section, Replace the heading number of Section 16.1. Survival, with the following:

16.4. Survival. Sections 3.4.2, 4, 6.1, 6.4, 7. 9, 10, 11, 13.2, 14, 15, 16.3, 16.4, 17, 18 and 19 of this Agreement shall survive termination, howsoever occurring.

- D. In the Provisions Applicable to Paying Organizations Section, Replace the language of Section 19.3. Addresses, with the following:

19.3. Addresses. Any notices from Aconex to the Paying Organization under this Agreement shall be addressed to the Paying Organization representative identified below., if such information is not specified, the Paying Organization's representative will be the organization administrator as recorded in the Paying Organization's Services account, and the Paying Organizations' contact details will be the contact details recorded in the Paying Organization's Services account. Any notices from the Paying Organization to Aconex under this Agreement shall be addressed as follows:

ORACLE
ATTN: GENERAL COUNSEL
2300 Oracle Way
Austin, TX 78741

Metro Flood Diversion Authority
Attn: Joel Paulsen, Executive Director
207 4th St. N., Ste. A
Fargo, ND 58102

- E. In the Provisions Applicable to Non-Paying Organizations Section, Replace the language of Section 17.3. Addresses, with the following:

17.3. Addresses. Any notices from Aconex to the Non-Paying Organization under this Agreement shall be addressed to the Non-Paying Organization representative identified in the Non-Paying Organization's Services account, and the Non-Paying Organization's contact details will be the contact details recorded in the Non-Paying Organization's Services account any notices from the Non-Paying Organization to Aconex under this Agreement shall be addressed as follows:

Metro Flood Diversion Authority
Attn: Joel Paulsen, Executive Director
207 4th St. N., Ste. A
Fargo, ND 58102

ORACLE
ATTN: GENERAL COUNSEL
2300 Oracle Way
Austin, TX 78741

3. ADDITIONAL TERMS

A. Expansion

For avoidance of doubt, the additional quantities of Cloud Services that are ordered hereunder are subject to the terms of the initial order between You and Oracle for such Cloud Services (as amended herein).

B. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

C. Non-Appropriation

[Option 1 – if customer continues with the 2-year advance payment schedule] You confirm that all funds for the twenty-four (24)-month initial term have been fully appropriated and are available and no longer subject to any appropriations contingency; however, you have the right to terminate in accordance with Section 3.3 of the Aconex Terms of Service.

DRAFT FOR DISCUSSION PURPOSES ONLY – SUBJECT TO APPROVAL BY BOTH PARTIES

[Option 2 – if customer would like annual payments] You may terminate this order immediately without penalty or expense; provided, however, that: (a) You provide a purchase order for the 12-month term of the order and (b) Your issuance of a 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

D. Payment Schedule for Expansion

The following estimated payment schedule is provided for informational purposes only. Nothing in the following schedule is intended to or otherwise modifies the net fees stated in the header of this order.

Due Date	Amount
Payment #1 - Due Immediately	\$184,358.77
Payment #2 - Due - July 14 2022	\$224,827.77

E. Payment Schedule for Renewal

The following estimated payment schedule is provided for informational purposes only. Nothing in the following schedule is intended to or otherwise modifies the net fees stated in the header of this order.

Description	Due Date	Amount
Year 9 (14 July 2024 – 13 July 2025)	14-Jul-24	\$154,440.97
Year 10 (14 July 2025 – 13 July 2026)	14-Jul-25	\$154,440.97
Year 11 (14 July 2026 – 13 July 2027)	14-Jul-26	\$154,440.98

F. Termination in Favor

Notwithstanding any provision or interpretation of the Agreement to the contrary, You have a one-time right to terminate this order (and all Services hereunder, this **"Current Order"**) at any time during the initial Services Period with prior written notice to Oracle, provided that (i) You have timely paid all fees due and payable as provided in this Current Order and have fulfilled all other material obligations under this Current Order and the Agreement, and (ii) on or before the Termination Date (as defined below), You execute with Oracle a separate order for the purchase of qualifying new Oracle Cloud Services referencing a valid Oracle master agreement with a Services Period of the same or greater duration as this Current Order, with annual net Cloud Services fees in the new order which equal or exceed the annual net Cloud Services fees in this Current Order (as of the effective date of this Current Order). Qualifying Cloud Services are those Services that are in the same sales pillar as the Cloud Services referenced in this Current Order (e.g., Oracle Global Human Resources Cloud, Oracle Sales Cloud, Oracle Customer Service and Support Cloud, Oracle Marketing Cloud, Oracle CPQ Cloud). The termination will be effective on the last day of the month following the month in which Oracle received Your notice of termination (the **"Termination Date"**). As of the Termination Date, You will receive a credit equal in value to the pro-rata portion of unused prepaid fees, if any, for the Cloud Services acquired under this Current Order to be applied towards the purchase from Oracle of new Qualifying Oracle Cloud Services. Any applicable credit may not be applied towards existing

invoices or renewals. Upon the Termination Date, You will no longer have any right to access or use the Oracle Cloud Services being cancelled under this Current Order nor will You be able to reinstate those Services.

G. Price Hold

Through July 2028, Metro Flood Diversion Authority may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above for expansion of the Cloud Services under this order. This price hold does not apply to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

H. Renewal of Cloud Services

In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension at a monthly rate of \$5.60 USD per million dollars of project value.

I. Order of Precedence

The parties agree that the terms of this Amendment will prevail in the event of any inconsistencies with any terms of the Initial Order.

J. Other

Other than the addition of the changes above, the terms and conditions of the Initial Order remain unchanged and in full force and effect.

This Amendment is valid through February 28, 2021 and shall become binding upon execution by You and acceptance by Oracle.



64 4th Street North
Suite 300
Fargo, ND 58102

www.jacobs.com

20-Jan-2021

Metro Flood Diversion Authority
Joel Paulson Executive Director
211 9th Street South, Box 2806
Fargo, ND 58108

**Subject: Work Package WP50D.1
Structure Mitigation
Recommendation of Award**

Dear Diversion Authority ;

The contract for Structure Mitigation (Removal) was publicly advertised and three (3) bids were received at the virtual public bid opening on 20-Jan-2021. One bid was deemed noncompliant with the instructions to bidders and was not opened.

The two remaining bids were from Schmidt and Sons Construction in the amount of (\$371,200.00), and Industrial Builders Inc. in the amount of (\$186,437.50) The Engineers Estimate for this project was (\$307,460).

Jacobs, (PMC) HMG LLC. (EOR) and the Authority's Legal counsel have reviewed and evaluated the bid documents and recommend the Diversion Authority award this contract for WP-50D.1 to Industrial Builders Inc. in the amount of \$186,437.50 as the lowest responsive bidder. Enclosed is the project Bid Summary.

Please contact me at Jeffrey.Suess@Jacobs.com if you have any questions regarding this recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Suess".

Jeff Suess

Jacobs
Construction Manger

Cc:

K. Bakkegard (DA)
M. Stamness (CC)
N. Boerboom (CoF)

B. Zimmerman (CoM)
P. Harter (PMC)

C:\Users\suessjc\Documents\Projects\50D\WP50D.1 Bid Tabulations



64 4th Street North
Suite 300
Fargo, ND 58102

www.jacobs.com

20-Jan-2021

Metro Flood Diversion Authority
Joel Paulson Executive Director
211 9th Street South, Box 2806
Fargo, ND 58108

**Subject: Work Package WP50D.2
Structure Mitigation
Recommendation of Award**

Dear Diversion Authority ;

The contract for Structure Mitigation (Removal) was publicly advertised and three (3) bids were received at the virtual public bid opening on 20-Jan-2021. All bids were deemed compliant and within the instructions to bidders.

The three (3) bids were from Schmidt and Sons Construction in the amount of (\$560,110.00), Industrial Builders Inc. in the amount of (\$289,655) and Earthwork Services Inc in the amount of (\$815,470.00). The Engineers Estimate for this project was (\$337,080.00)

Jacobs, (PMC) HMG LLC. (EOR) and the Authority's general counsel, have reviewed and evaluated the bid documents and recommend the Diversion Authority award this contract for WP-50D.2 to Industrial Builders Inc. in the amount of \$ 289,655.00 as the lowest responsive bidder. Enclosed is the project Bid Summary.

Please contact me at Jeffrey.Suess@Jacobs.com if you have any questions regarding this recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Suess".

Jeff Suess

Jacobs
Construction Manger

Cc:

K. Bakkegard (DA)
M. Stamness (CC)
N. Boerboom (CoF)

B. Zimmerman (CoM)
P. Harter (PMC)

Bid Tabulation Assessment

Structure Mitigation

Phase WP50D.2

Pre-Bid 12-Jan-20-21

Bid Opening 20-Jan-2021

[illegible]



CONTRACT NUMBER: Task Order 01, Amendment 17

PROJECT NAME: Work In Kind (WIK)

CONSULTANT NAME: HMG

DATE SUBMITTED: January 4, 2021

SUBMITTED BY: Kris Grigg/Jacobs

LEGAL REVIEW

 X APPROVED AS IS

 APPROVED WITH COMMENTS

 NOT APPROVED

Legal Sign-Off (signature): 

Printed Name: John T. Shockley

Date of Sign-Off: 1-4-2021

**Executive Director Contracting Recommendation**

Date: 12/31/2020

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director for review and action.

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

Houston-Moore Group, LLC (HMG)

*Task Order 1, Amendment 17: Additional Budget, 2021 Rate Increase
and PoP Extension*

\$852,780.00

- Add budget, Incorporate the 2021 Rates and Extend the PoP to December 31, 2021

BACKGROUND AND DISCUSSION:

Under Task Order 1, Houston-Moore Group, LLC (HMG) is responsible for: providing overall project management of Engineer design teams and subcontractor design teams; coordinating with the Owner and Program Management Consultant (PMC); providing public involvement assistance, and providing on-call services when requested. HMG has provided these professional services from March 8, 2012, to the present time.

Per Section 15 of the MSA dated April 1, 2020, that states:

Beginning January 1, 2021, and annually thereafter on January 1, HMG's Standard Hourly Rates may be increased by amounts agreed upon by the Executive Director and HMG.

The table below summarizes the contracting history for this task order and the current contracting action.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

	Budget Change	Initial or Revised Project Cost	Project Start	Project Completion	Comments
Task Order 1 Amendment 0	\$ -	\$961,175	8-Mar-12	30-Sep-12	Initial authorization of subtasks A through C.
Task Order 1 Amendment 1	\$1,075,000	\$2,036,675	10-Oct-12	30-Sep-13	Added subtask D. Insurance, and funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance).
Task Order 1 Amendment 2	\$36,000	\$2,072,675	10-Jan-13	30-Sep-13	Added meetings and funding under A.i (Project Management).
Task Order 1 Amendment 3	\$350,000	\$2,422,675	10-Sep-13	30-Sep-14	Extended POP for All Work to 30-Sep-14, and added funding for subtask A.i (Project Management).
Task Order 1 Amendment 4	\$65,000	\$2,487,675	13-Feb-14	30-Sep-14	Added funding and reallocated existing funding within subtasks.

	Budget Change	Initial or Revised Project Cost	Project Start	Project Completion	Comments
Task Order 1 Amendment 5	\$920,000	\$3,407,675	14-Aug-14	30-Sep-15	Extended POP for All Work to 30-Sep-15, and added funding for subtasks A.i (Project Management) and D. (Insurance).
Task Order 1 Amendment 6	\$450,000	\$3,857,675	14-Aug-15	31-Mar-16	Extended POP for All Work to 31-Mar-16, and added funding for subtasks A.i (Project Management), A.ii (Public Involvement Assistance), and D. (Insurance).
Task Order 1 Amendment 7	\$398,000	\$4,255,675	11-Mar-16	31-Dec-16	Add funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance). Add insurance requirement for 2016. Add requirements for monthly schedule updates invoicing and status reporting. Extends POP for All Work through 31-Dec-16.
Task Order 1 Amendment 8	\$15,100	\$4,270,775	23-Jun-16	31-Dec-16	Increase Subtask D (Insurance) to cover actual 2016 insurance cost and updated the programmatic schedule activity ID for Project Management subtasks.
Task Order 1 Amendment 9	\$109,752	\$4,380,527	11-Aug-16	31-Dec-16	Add budget for additional monthly reporting and scope and budget for completed work packages GIS submittals.
Task Order 1 Amendment 10	\$790,000	\$5,170,527	01-Jan-17	31-Dec-17	Extend POP for All Work through 31-Dec-17 and add 2017 scope and budget.
Task Order 1 Amendment 11	\$143,038	\$5,313,565	01-Jan-17	31-Dec-17	Incorporate new MSA terms and conditions dated May 01, 2017, and adjust budgets to reflect new MSA billing rates.
Task Order 1 Amendment 12	\$575,310.05	\$5,888,875.05	01-Jan-18	31-Dec-18	Extend POP through 31-Dec-18 and add 2018 budget.
Task Order 1 Amendment 13	\$771,640	\$6,660,515.05	01-Jan-19	31-Dec-19	Add 2019 budget, reallocate portions of unused budgets, and extend POP through 31-Dec-19.
Task Order 1 Amendment 14	\$0	\$6,660,515.05	01-Jan-20	28-Feb-20	Extend the POP to February 28, 2020.
Task Order 1 Amendment 15	\$501,073	\$7,161,588.05	29-Feb-20	31-Dec-20	Add budget and extend the POP to December 31, 2020
Task Order 1 Amendment 16	\$249,931.77	\$7,411,519.82	29-Feb-20	31-Dec-20	Reimbursement of the cost of Professional Liability Insurance and all required Tail Insurance.
Task Order 1 Amendment 17	\$852,780.00	\$8,264,299.82	29-Feb-20	31-Dec-21	Add budget, Incorporate the 2021 Rates and Extend the PoP to December 31, 2021.

FINANCIAL CONSIDERATIONS:

Amendment 17 to Task Order 1 is a \$852,780 budget increase and incorporates the 2021 rates that become effective January 1, 2021.

TASK ORDER 01 BUDGETS BY SUBTASK:

Subtask (Work Order #)	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	SW-1160	5,812,250.00	708,000.00	6,520,250.00
A.ii Public Involvement Assistance	SW-1160	333,945.00	5,268.00	339,213.00
B. Project Controls	SW-1160	484,635.00	127,028.00	611,663.00
C. On-Call Services	SW-1160	35,122.00	12,484.00	47,606.00
D. Insurance	SW-1160	745,567.82	0.00	745,567.82
TOTAL		7,411,519.82	852,780.00	8,264,299.82

The PMC prepared this task order amendment, and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. Task Order No. 1, Amendment 17
2. HMG 2021 Billing Rates
3. HMG 2021 Billing rate Percent Increase

Prepared by: Program Management Consultant

Kristopher Grigg

Kristopher Grigg
Jacobs

1/4/2021

Date

Submitted by:

Joel Paulsen

Joel Paulsen
Diversion Authority Executive Director

Concur: ☒ Non-Concur:

Cc: Technical Advisory Group

- Nathan Boerboom, City of Fargo Engineer/Diversion Authority Project Manager
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Robert Zimmerman, Moorhead City Engineer
- Matt Stamness, Assistant Cass County Engineer/Diversion Authority Project Manager
- Dustin Scott, West Fargo City Engineer
- Kris Bakkegard, Diversion Authority Director of Engineering



This is Task Order No. 1,
Amendment ~~167~~, consisting of 5 pages.

Houston-Moore Group, LLC

Task Order No. 1, Amendment ~~167~~

MFDA Purchase Order No. 151232

Project Management

In accordance with the Master Agreement for Professional Services related to the Fargo-Moorhead Area Diversion Project by and between Metro Flood Diversion Authority, as Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer"), dated May 01, 2017 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude Engineer from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Project Management
- B. Description: Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance.
- C. Background:
 - i. Project Management will be led by two lead Project Managers, who will report to and work closely with the PMC to plan, organize, and direct activities required to implement the project. The lead Project Managers will have primary responsibility for satisfactory completion of assigned Task Orders. Engineer will assist Owner with the Owner's public involvement process. Such assistance is anticipated to include, at the request of Owner or PMC, attending public meetings, preparing exhibits, displays, and presentations for public meetings, meeting with individuals or agencies, and other task to be determined.
 - ii. Provide project controls, including general scheduling and reporting, compliance with USACE, Owner, and PMC guidelines and protocols, schedule management, and invoicing.
 - iii. Provide on-call services as requested by Owner or PMC for tasks not included in defined scopes.

2. Services of Engineer

- A. Project Management
 - i. General responsibilities for this task include, but are not limited to, the following:
 - 1. Provide the primary points of contact with the PMC.
 - 2. Provide overall project management to satisfactorily complete assigned Task Orders.
 - 3. Attend Project technical (TAG, TWG, LSLCTT, etc.) and board (Diversion Authority and CCJWRD) as requested by Owner or PMC to support coordination with Diversion Authority and USACE staff.

4. Provide day-to-day management oversight of Engineer's Design Consultant Teams (DCTs) for assigned Task Orders.
- ii. Public Involvement Assistance: General responsibilities for this task include, but are not limited to, the following:
 1. Attend public meetings and meetings with individual property and business owners. For requested public events, attend and give project presentations.
 2. Prepare exhibits, displays, and presentations for public meetings.
 3. Develop project animations of staging area and function of Diversion.
 4. Provide up to 8 staff for individual meetings with residents in the upstream staging area communities of Oxbow, Hickson, and Bakke.
 5. Meet with individuals or agencies, and other tasks determined by Owner or PMC.

Deliverables

- i. Monthly reports
- B. Project Controls: Responsibilities for this task include, but are not limited to, the following:
 - i. General
 1. Establish and maintain task order cost and schedule reporting systems.
 2. Prepare budget and schedule reports, implement cost and schedule variance reporting systems, and issue periodic variance reports.
 3. Establish and maintain a change control system.
 4. Track and report status for each task order.
 - ii. USACE/Diversion Authority Compliance
 1. Develop Project Management Guide/Protocols Document
 2. Develop Project Specific Safety Plan
 3. Develop Project Document Controls/Standards
 4. Develop Quality Assurance Plan (QAP)
 5. Develop survey standards
 - iii. Schedule Management
 1. Review and monitor task order schedules.
 2. Implement a schedule reporting system, which will monitor and manage the progress of project tasks on a monthly basis.
 3. Provide monthly schedule update.
 - a. PMC will provide a P6 schedule prior to the last Friday of each month.
 - b. Engineer will update the actual start and finish dates and provide estimated expected finish dates based on their work progress.
 - c. Monthly schedule updates will be provided by Engineer to PMC by the first Friday of the subsequent month (within one week of month end).

iv. GIS Final Design Submittals

1. Provide project record GIS final design submittals for completed work packages. Submittals include GIS files for completed WP-42 (In-Town Levees) designs, WP-43 (Oxbow-Hickson-Bakke Ring Levee) designs, and Diversion Bridge Channel designs (WP-02 CR-31 Bridge, WP-04 I-29 and Hwy 81 Bridges, WP-07 CR-32 and CR-22 Bridges).

Deliverables

- i. Prepare and submit project controls budget and schedule updates for monthly reports, and monthly invoices.
 - ii. GIS final design submittals.
- C. On-Call Services: Respond to requests for services from PMC for tasks not included in defined scopes. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables

- i. On-call service deliverables as requested.
- D. Insurance: Maintain throughout this task order the required insurance as set forth by the Agreement.
- i. The Diversion Authority shall reimburse HMG for the cost of Professional Liability Insurance and all required Tail Insurance Policies per Section 27 (C)(7) of the MSA that became effective April 1, 2020.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	December 31, 2021 ¹⁰

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks A through D is not-to-exceed amount as defined in the table below.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtasks A.i, A.ii, B, or C is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtasks A.i, A.ii, B, or C is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtasks A.i, A.ii, B, or C without Owner's written authorization.

Subtask (Work Order #)	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	SW-1160	<u>5,812,250.00</u> 5,812,250	<u>708,000.00</u>	<u>6,520,250.00</u> 5,812,250
A.ii Public Involvement Assistance	SW-1160	<u>333,945.00</u> 3,945	<u>5,268.00</u>	<u>339,213.00</u> 33,945
B. Project Controls	SW-1160	<u>484,635.00</u> 4,635	<u>127,028.00</u>	<u>611,663.00</u> 84,635
C. On-Call Services	SW-1160	<u>35,122.00</u> 35,122	<u>12,484.00</u>	<u>47,606.00</u> 122
D. Insurance	SW-1160	<u>745,567.82</u> 5,636.05	<u>0.00</u> 249,931.77	<u>745,567.82</u> 45,568
TOTAL		<u>7,411,519.82</u> 660,515.05	<u>852,780.00</u> 49,931.77	<u>8,264,299.82</u> 7,411,519.82

- B. Compensation and payments are as per the Agreement effective May 01, 2017.
- C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

6. Consultants:

- A. Barr Engineering Company
- B. Braun Intertec Corporation
- C. HDR, Inc.
- D. Kadrmas, Lee & Jackson
- E. Northern Technologies, Inc.
- F. SRF Consulting Group, Inc.

7. Other Modifications to Agreement: None

8. Attachments: ~~None~~

- A. HMG 2021 Billing Rates

8.9. Documents Incorporated By Reference:

- A. HMG Amendment ~~167~~, Dated December 23~~June 12~~, 2020

9.10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

10.11. Electronic Signatures. **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC**, agrees that the electronic signature to this **Task Order No. 01, Amendment 176 Work-In-Kind (WIK)** shall be as valid as an original signature of **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC** and shall be effective to bind the signatories to this **Task Order No. 1, Amendment 167 Work-In-Kind (WIK)**. 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") or other replicating image attached to an electronic mail or internet message.

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

Signature _____ Date _____

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

**925 10th Avenue East
West Fargo, ND 58078**

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Joel Paulsen

Name

Executive Director

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Kris BakkegardNathan Boerboom

Name

**Diversion Authority Director of
EngineeringDiversion Authority Project
Manager, City of Fargo**

Title

**207 4th Street North, Suite A
Fargo, ND 58102225 4th Street North
Fargo, ND 58102**

Address

**BakkegardK@fmdiversion.govnboerboom@cityoffa
rgo.com**

E-Mail Address

(701) 660-0912(701) 476-6743

Phone

Fax

Exhibit B - HMG 2021 Billing Rates

Category	Hourly Rate
Principal Engineer	\$236.00
Senior Project Manager	\$230.00
Senior Professional Engineer	\$214.00
Project Manager	\$192.00
Professional Engineer II	\$186.00
Professional Engineer I	\$176.00
Project Coordinator	\$176.00
Project Engineer	\$149.00
Graduate Engineer	\$132.00
Legislative/Grants/Funding Specialist	\$192.00
Project Manager Assistant	\$127.00
Senior Environmental Project Manager	\$214.00
Senior Environmental Scientist	\$186.00
Environmental Scientist	\$160.00
Scientist	\$142.00
Graduate Scientist	\$127.00
Engineering Specialist	\$165.00
Senior Engineering Designer	\$153.00
Engineering Designer II	\$132.00
Engineering Designer I	\$127.00
Senior Construction Engineer/Specialist	\$174.00
Construction Engineer/Specialist II	\$147.00
Construction Engineer/Specialist I	\$132.00
Graduate Construction Engineer	\$125.00
Engineering Technician III	\$127.00
Engineering Technician II	\$112.00
Engineering Technician I	\$97.00
Technician Intern	\$86.00
Senior GIS Project Manager	\$186.00
GIS Manager	\$172.00
GIS Developer	\$149.00
GIS Programmer III	\$139.00
GIS Programmer II	\$127.00
GIS Programmer I	\$123.00
GIS Technician III	\$123.00
GIS Technician II	\$118.00
GIS Technician I	\$111.00

Category	Hourly Rate
Senior Project Manager – Land Surveying	\$195.00
Senior Land Surveyor	\$176.00
Land Surveyor	\$154.00
Survey Manager	\$139.00
Graduate Land Surveyor	\$123.00
GPS Survey Crew Chief	\$176.00
Survey Crew Chief II	\$132.00
Survey Crew Chief I	\$123.00
Survey Technician III	\$95.00
Survey Technician II	\$85.00
Survey Technician I	\$78.00
CADD Manager	\$139.00
CADD Technician III	\$123.00
CADD Technician II	\$118.00
CADD Technician I	\$111.00
Computer Manager	\$166.00
Computer Technician	\$153.00
Communications Manager	\$172.00
Communications Specialist	\$132.00
Senior Planner	\$195.00
Associate Planner	\$140.00
Technical Writer	\$95.00
Administrative Assistant	\$78.00
Receptionist	\$73.00
Bookkeeper	\$95.00
Controller	\$172.00

Houston Moore Group LLC			
Category	2020 Rates	2021 Rates	2020 to 2021 Rate Increase
Principal Engineer	\$230.00	\$236.00	2.6%
Senior Project Manager	\$224.00	\$230.00	2.7%
Senior Professional Engineer	\$208.00	\$214.00	2.9%
Project Manager	\$187.00	\$192.00	2.7%
Professional Engineer II	\$181.00	\$186.00	2.8%
Professional Engineer I	\$171.00	\$176.00	2.9%
Project Coordinator	\$171.00	\$176.00	2.9%
Project Engineer	\$145.00	\$149.00	2.8%
Graduate Engineer	\$129.00	\$132.00	2.3%
Legislative/Grants/Funding Specialist	\$187.00	\$192.00	2.7%
Project Manager Assistant	\$124.00	\$127.00	2.4%
Senior Environmental Project Manager	\$208.00	\$214.00	2.9%
Senior Environmental Scientist	\$181.00	\$186.00	2.8%
Environmental Scientist	\$156.00	\$160.00	2.6%
Scientist	\$138.00	\$142.00	2.9%
Graduate Scientist	\$124.00	\$127.00	2.4%
Engineering Specialist	\$161.00	\$165.00	2.5%
Senior Engineering Designer	\$149.00	\$153.00	2.7%
Engineering Designer II	\$129.00	\$132.00	2.3%
Engineering Designer I	\$124.00	\$127.00	2.4%
Senior Construction Engineer/Specialist	\$169.00	\$174.00	3.0%
Construction Engineer/Specialist II	\$143.00	\$147.00	2.8%
Construction Engineer/Specialist I	\$129.00	\$132.00	2.3%
Graduate Construction Engineer	\$122.00	\$125.00	2.5%
Engineering Technician III	\$124.00	\$127.00	2.4%
Engineering Technician II	\$109.00	\$112.00	2.8%
Engineering Technician I	\$95.00	\$97.00	2.1%
Technician Intern	\$84.00	\$86.00	2.4%
Senior GIS Project Manager	\$181.00	\$186.00	2.8%
GIS Manager	\$167.00	\$172.00	3.0%
GIS Developer	\$145.00	\$149.00	2.8%
GIS Programmer III	\$135.00	\$139.00	3.0%
GIS Programmer II	\$124.00	\$127.00	2.4%
GIS Programmer I	\$120.00	\$123.00	2.5%
GIS Technician III	\$120.00	\$123.00	2.5%
GIS Technician II	\$115.00	\$118.00	2.6%
GIS Technician I	\$108.00	\$111.00	2.8%
Senior Project Manager – Land Surveying	\$190.00	\$195.00	2.6%
Senior Land Surveyor	\$171.00	\$176.00	2.9%
Land Surveyor	\$150.00	\$154.00	2.7%
Survey Manager	\$135.00	\$139.00	3.0%
Graduate Land Surveyor	\$120.00	\$123.00	2.5%
GPS Survey Crew Chief	\$171.00	\$176.00	2.9%

Houston Moore Group LLC			
Category	2020 Rates	2021 Rates	2020 to 2021 Rate Increase
Survey Crew Chief II	\$129.00	\$132.00	2.3%
Survey Crew Chief I	\$120.00	\$123.00	2.5%
Survey Technician III	\$93.00	\$95.00	2.2%
Survey Technician II	\$83.00	\$85.00	2.4%
Survey Technician I	\$76.00	\$78.00	2.6%
CADD Manager	\$135.00	\$139.00	3.0%
CADD Technician III	\$120.00	\$123.00	2.5%
CADD Technician II	\$115.00	\$118.00	2.6%
CADD Technician I	\$108.00	\$111.00	2.8%
Computer Manager	\$162.00	\$166.00	2.5%
Computer Technician	\$149.00	\$153.00	2.7%
Communications Manager	\$167.00	\$172.00	3.0%
Communications Specialist	\$129.00	\$132.00	2.3%
Senior Planner	\$190.00	\$195.00	2.6%
Associate Planner	\$136.00	\$140.00	2.9%
Technical Writer	\$93.00	\$95.00	2.2%
Administrative Assistant	\$76.00	\$78.00	2.6%
Receptionist	\$71.00	\$73.00	2.8%
Bookkeeper	\$93.00	\$95.00	2.2%
Controller	\$167.00	\$172.00	3.0%

Average Increase 2.6%



**FM Metro Risk Management Project
Task Order No. 1 - Amendment No. 17**

Task	Activity Description	Personnel Costs												2021 Budgeted Costs	Estimated existing budget remaining after December 31, 2020	Change in Cost Per Subtask
		Senior Project Manager		Senior Professional Engineer		Project Manager Assistant		GIS Technician III		Bookkeeper		Administrative Assistant				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Additional Services for 2021 HMG Project Management Tasks																
Subtask A.i	Project Management															
A.i	Project management services for the Diversion Authority. Provide primary project managers that oversee, coordinate and ensure all Task Order work is being completed. Attendance at Diversion Authority meetings, TAG, TWG, LSLCTT, CCJWRD and other project coordination calls and meetings.	2600	\$ 598,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 598,000	\$ -	\$ -
A.i	HMG sub-consultant project management services, including Barr Engineering, Braun Intertec, HDR, KLJ and SRF. Assumes each firm performs \$1,000 each month, which includes 5% markup.													\$ 60,000	\$ -	\$ -
A.i	Subtotal													\$ 658,000	\$ (50,000)	\$ 708,000
Subtask A.ii	Public Involvement Assistance															
A.ii	Assist Diversion Authority in preparation and attendance at public meetings.	24	\$ 5,520	96	\$ 20,544	0	\$ -	48	\$ 5,904	0	\$ -	0	\$ -	\$ 31,968	\$ 26,700	\$ 5,268
Subtask B	Project Controls															
B	Establish and maintain task order cost and schedules, prepare budget and schedule reports and track and report status for each task order. Update USACE and Diversion Authority compliance documents, if needed.	120	\$ 27,600	192	\$ 41,088	360	\$ 45,720	0	\$ -	96	\$ 9,120	0	\$ -	\$ 123,528	\$ (3,500)	\$ 127,028
Subtask C	On-Call Services															
C	Respond to requests from PMC for tasks not included in defined scopes.	48	\$ 11,040	96	\$ 20,544	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 31,584	\$ 19,100	\$ 12,484
Subtask D	Insurance															
D	Existing insurance policy is effective until March 12, 2021. Upon Executive Director approval, additional budget will be requested with a future amendment once the policy is renewed and the actual cost is known.													\$ -	\$ -	\$ -
	Total	2792	\$ 642,160	384	\$ 82,176	360	\$ 45,720	48	\$ 5,904	96	\$ 9,120	0	\$ -	\$ 845,080	\$ (7,700)	\$ 852,780
	Grand Totals													\$ 845,080	\$ (7,700)	\$ 852,780

SEPERATION PAGE



This is Task Order No. 1, Amendment 17, consisting of 5 pages.

Houston-Moore Group, LLC

Task Order No. 1, Amendment 17

MFDA Purchase Order No. 151232

Project Management

In accordance with the Master Agreement for Professional Services related to the Fargo-Moorhead Area Diversion Project by and between Metro Flood Diversion Authority, as Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer"), dated May 01, 2017 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude Engineer from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Project Management
- B. Description: Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance.
- C. Background:
 - i. Project Management will be led by two lead Project Managers, who will report to and work closely with the PMC to plan, organize, and direct activities required to implement the project. The lead Project Managers will have primary responsibility for satisfactory completion of assigned Task Orders. Engineer will assist Owner with the Owner's public involvement process. Such assistance is anticipated to include, at the request of Owner or PMC, attending public meetings, preparing exhibits, displays, and presentations for public meetings, meeting with individuals or agencies, and other task to be determined.
 - ii. Provide project controls, including general scheduling and reporting, compliance with USACE, Owner, and PMC guidelines and protocols, schedule management, and invoicing.
 - iii. Provide on-call services as requested by Owner or PMC for tasks not included in defined scopes.

2. Services of Engineer

- A. Project Management
 - i. General responsibilities for this task include, but are not limited to, the following:
 - 1. Provide the primary points of contact with the PMC.
 - 2. Provide overall project management to satisfactorily complete assigned Task Orders.
 - 3. Attend Project technical (TAG, TWG, LSLCTT, etc.) and board (Diversion Authority and CCJWRD) as requested by Owner or PMC to support coordination with Diversion Authority and USACE staff.

4. Provide day-to-day management oversight of Engineer's Design Consultant Teams (DCTs) for assigned Task Orders.
- ii. Public Involvement Assistance: General responsibilities for this task include, but are not limited to, the following:
 1. Attend public meetings and meetings with individual property and business owners. For requested public events, attend and give project presentations.
 2. Prepare exhibits, displays, and presentations for public meetings.
 3. Develop project animations of staging area and function of Diversion.
 4. Provide up to 8 staff for individual meetings with residents in the upstream staging area communities of Oxbow, Hickson, and Bakke.
 5. Meet with individuals or agencies, and other tasks determined by Owner or PMC.

Deliverables

- i. Monthly reports
- B. Project Controls: Responsibilities for this task include, but are not limited to, the following:
 - i. General
 1. Establish and maintain task order cost and schedule reporting systems.
 2. Prepare budget and schedule reports, implement cost and schedule variance reporting systems, and issue periodic variance reports.
 3. Establish and maintain a change control system.
 4. Track and report status for each task order.
 - ii. USACE/Diversion Authority Compliance
 1. Develop Project Management Guide/Protocols Document
 2. Develop Project Specific Safety Plan
 3. Develop Project Document Controls/Standards
 4. Develop Quality Assurance Plan (QAP)
 5. Develop survey standards
 - iii. Schedule Management
 1. Review and monitor task order schedules.
 2. Implement a schedule reporting system, which will monitor and manage the progress of project tasks on a monthly basis.
 3. Provide monthly schedule update.
 - a. PMC will provide a P6 schedule prior to the last Friday of each month.
 - b. Engineer will update the actual start and finish dates and provide estimated expected finish dates based on their work progress.
 - c. Monthly schedule updates will be provided by Engineer to PMC by the first Friday of the subsequent month (within one week of month end).

iv. GIS Final Design Submittals

1. Provide project record GIS final design submittals for completed work packages. Submittals include GIS files for completed WP-42 (In-Town Levees) designs, WP-43 (Oxbow-Hickson-Bakke Ring Levee) designs, and Diversion Bridge Channel designs (WP-02 CR-31 Bridge, WP-04 I-29 and Hwy 81 Bridges, WP-07 CR-32 and CR-22 Bridges).

Deliverables

- i. Prepare and submit project controls budget and schedule updates for monthly reports, and monthly invoices.
 - ii. GIS final design submittals.
- C. On-Call Services: Respond to requests for services from PMC for tasks not included in defined scopes. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables

- i. On-call service deliverables as requested.
- D. Insurance: Maintain throughout this task order the required insurance as set forth by the Agreement.
- i. The Diversion Authority shall reimburse HMG for the cost of Professional Liability Insurance and all required Tail Insurance Policies per Section 27 (C)(7) of the MSA that became effective April 1, 2020.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	December 31, 2021

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks A through D is not-to-exceed amount as defined in the table below.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtasks A.i, A.ii, B, or C is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtasks A.i, A.ii, B, or C is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtasks A.i, A.ii, B, or C without Owner's written authorization.

Subtask (Work Order #)	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	SW-1160	5,812,250.00	708,000.00	6,520,250.00
A.ii Public Involvement Assistance	SW-1160	333,945.00	5,268.00	339,213.00
B. Project Controls	SW-1160	484,635.00	127,028.00	611,663.00
C. On-Call Services	SW-1160	35,122.00	12,484.00	47,606.00
D. Insurance	SW-1160	745,567.82	0.00	745,567.82
TOTAL		7,411,519.82	852,780.00	8,264,299.82

- B. Compensation and payments are as per the Agreement effective May 01, 2017.
- C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.
6. Consultants:
- A. Barr Engineering Company
 - B. Braun Intertec Corporation
 - C. HDR, Inc.
 - D. Kadrmas, Lee & Jackson
 - E. Northern Technologies, Inc.
 - F. SRF Consulting Group, Inc.
7. Other Modifications to Agreement: None
8. Attachments:
- A. HMG 2021 Billing Rates
9. Documents Incorporated By Reference:
- A. HMG Amendment 17, Dated December 23, 2020
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.
11. Electronic Signatures. **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC**, agrees that the electronic signature to this **Task Order No. 01, Amendment 17 Work-In-Kind (WIK)** shall be as valid as an original signature of **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC** and shall be effective to bind the signatories to this **Task Order No. 1, Amendment 17 Work-In-Kind (WIK)**. 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") or other replicating image attached to an electronic mail or internet message.

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Joel Paulsen

Name

Executive Director

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Kris Bakkegard

Name

Diversion Authority Director of Engineering

Title

207 4th Street North, Suite A
Fargo, ND 58102

Address

BakkegardK@fmdiversion.gov

E-Mail Address

(701) 660-0912

Phone

Fax

Exhibit B - HMG 2021 Billing Rates

Category	Hourly Rate
Principal Engineer	\$236.00
Senior Project Manager	\$230.00
Senior Professional Engineer	\$214.00
Project Manager	\$192.00
Professional Engineer II	\$186.00
Professional Engineer I	\$176.00
Project Coordinator	\$176.00
Project Engineer	\$149.00
Graduate Engineer	\$132.00
Legislative/Grants/Funding Specialist	\$192.00
Project Manager Assistant	\$127.00
Senior Environmental Project Manager	\$214.00
Senior Environmental Scientist	\$186.00
Environmental Scientist	\$160.00
Scientist	\$142.00
Graduate Scientist	\$127.00
Engineering Specialist	\$165.00
Senior Engineering Designer	\$153.00
Engineering Designer II	\$132.00
Engineering Designer I	\$127.00
Senior Construction Engineer/Specialist	\$174.00
Construction Engineer/Specialist II	\$147.00
Construction Engineer/Specialist I	\$132.00
Graduate Construction Engineer	\$125.00
Engineering Technician III	\$127.00
Engineering Technician II	\$112.00
Engineering Technician I	\$97.00
Technician Intern	\$86.00
Senior GIS Project Manager	\$186.00
GIS Manager	\$172.00
GIS Developer	\$149.00
GIS Programmer III	\$139.00
GIS Programmer II	\$127.00
GIS Programmer I	\$123.00
GIS Technician III	\$123.00
GIS Technician II	\$118.00
GIS Technician I	\$111.00

Category	Hourly Rate
Senior Project Manager – Land Surveying	\$195.00
Senior Land Surveyor	\$176.00
Land Surveyor	\$154.00
Survey Manager	\$139.00
Graduate Land Surveyor	\$123.00
GPS Survey Crew Chief	\$176.00
Survey Crew Chief II	\$132.00
Survey Crew Chief I	\$123.00
Survey Technician III	\$95.00
Survey Technician II	\$85.00
Survey Technician I	\$78.00
CADD Manager	\$139.00
CADD Technician III	\$123.00
CADD Technician II	\$118.00
CADD Technician I	\$111.00
Computer Manager	\$166.00
Computer Technician	\$153.00
Communications Manager	\$172.00
Communications Specialist	\$132.00
Senior Planner	\$195.00
Associate Planner	\$140.00
Technical Writer	\$95.00
Administrative Assistant	\$78.00
Receptionist	\$73.00
Bookkeeper	\$95.00
Controller	\$172.00



CONTRACT NUMBER: MSA with GA Group, PC

PROJECT NAME: MSA

CONSULTANT NAME: GA Group, PC

DATE SUBMITTED: January 12, 2021

SUBMITTED BY: Peggy Harter

LEGAL REVIEW

 APPROVED AS IS

 X APPROVED WITH COMMENTS

 NOT APPROVED

The Agreement must also be approved by the Diversion Authority Board

Legal Sign-Off (signature): 

Printed Name: John T. Shockley

Date of Sign-Off: 1-12-2021

Executive Director Contracting Recommendation

Date: 1/20/2021

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director for review and action.

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

GA Group, PC (GA)*Agreement – Consulting Services***\$60,000**

- Hire GA Group as an independent contractor to provide professional services to the Authority.

BACKGROUND AND DISCUSSION:

The Joint Powers Agreement establishing the Authority and the laws of North Dakota authorize the Authority to retain government relations counsel to advise and represent the Authority on legislative- and executive-branch government relations matters and the Authority wishes to hire GA Group as an independent contractor to provide professional services to the Authority.

GA Group agrees that the following shall be provided when requested by the Authority:

- Monitoring and advocating for the passage, amendment, or defeat of relevant legislation during the 2021 legislative session.
- Sending weekly bill status reports that highlight action on legislation.
- Advising the Authority regarding potential opportunities to join forces with other legislative stakeholders to help solve public policy issues.
- Advising the Authority on potential legal issues related to legislation.
- Maintaining regular contact with the designated point of contact of the Authority.
- Representing the Authority with relevant executive branch agencies (e.g., the North Dakota Governor's office).
- Representing the Authority relating to interim legislative activities.
- Advising the Authority regarding compliance with state ethics laws.

See the table below for a summary of the contracting history for this agreement.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget Change	Initial or Revised Project Cost	Project Start	Project Completion	Comments
Agreement Amendment 00	\$ -	\$60,000	30-Dec-20	31-Dec-21	Initial Scope of Work

The PMC prepared this task order amendment, and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. GOVERNMENT RELATIONS COUNSEL SERVICE AGREEMENT

Prepared by: Program Management Consultant

Kristopher Grigg

Kristopher Grigg
Jacobs

1/20/2021

Date

Submitted by:

Joel Paulsen

Joel Paulsen
Diversion Authority Executive Director

Concur: ☒ Non-Concur:

Cc: Technical Advisory Group

- Nathan Boerboom, City of Fargo Engineer/Diversion Authority Project Manager
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Robert Zimmerman, Moorhead City Engineer
- Matt Stamness, Assistant Cass County Engineer/Diversion Authority Project Manager
- Dustin Scott, West Fargo City Engineer
- Kris Bakkegard, Diversion Authority Director of Engineering

GOVERNMENT RELATIONS COUNSEL SERVICE AGREEMENT

This Agreement is made effective on the date set forth herein between the Metro Flood Diversion Authority (hereafter “the Authority”) and GA Group, PC (hereafter “GA Group”), a North Dakota law firm (the Authority and GA Group, PC, collectively hereafter the “Parties”).

WHEREAS, the Joint Powers Agreement establishing the Authority and the laws of North Dakota authorize the Authority to retain government relations counsel to advise and represent the Authority on legislative- and executive-branch government relations matters; and

WHEREAS, the Authority wishes to hire GA Group as an independent contractor to provide professional services to the Authority.

NOW THEREFORE, in consideration for the covenants herein, the Parties have entered into this Agreement under the terms and conditions set forth below.

6. Agreement. The Authority hereby contracts with GA Group, and GA Group agrees to provide to the Authority, the Services.

7. Qualifications and Standard of Care. During the term of this Agreement, GA Group shall remain proficient in government relations in the State of North Dakota. The standard of care applicable to GA Group’s Services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said Services are performed. GA Group must abide by all requirements set forth under North Dakota law applicable to government relations counsel, including N.D.C.C. chapter 54-05.1.

8. The Authority’s Responsibilities. The Authority, in conjunction with GA Group, will share strategies and information for GA Group to utilize. The Authority will inform GA Group of its wishes in accordance with the Authority’s public policy agenda. The Authority agrees to maintain regular and ongoing contact with GA Group through a primary point of contact, who will initially be the Executive Director of the Authority. Representatives of the Authority will be responsible for formal public statements and formal testimony before legislative or executive branch audiences.

9. GA Group’s Responsibilities. GA Group agrees that the following shall be provided when requested by the Authority (the “Services”):

- a. Monitoring and advocating for the passage, amendment, or defeat of relevant legislation during the 2021 legislative session.
- b. Sending weekly bill status reports that highlight action on legislation.
- c. Advising the Authority regarding potential opportunities to join forces with other legislative stakeholders to help solve public policy issues.
- d. Advising the Authority on potential legal issues related to legislation.

- e. Maintaining regular contact with the designated point of contact of the Authority.
- f. Representing the Authority with relevant executive branch agencies (e.g., the North Dakota Governor's office).
- g. Representing the Authority relating to interim legislative activities.
- h. Advising the Authority regarding compliance with state ethics laws.

The Authority may make or approve changes within the general scope of Services in this Agreement. If such changes affect GA Group's cost of or time required for performance of the Services set forth herein, then the Parties will engage in good faith negotiations regarding any adjustments to the level of compensation received by GA Group as set forth in the following section.

5. Personnel. All persons assigned by GA Group to perform Services under this Agreement shall be fully qualified to perform the work assigned to them. GA Group shall devote such personnel and resources, time, attention, and energies as are necessary to fulfill the duties and responsibilities required by the Authority and agreed to by GA Group. GA Group must endeavor to minimize turnover of personnel performing Services under this Agreement.

6. Representations. GA Group represents that the following statements are true:

- a. GA Group has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- b. GA Group personnel performing Services hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Agreement.
- c. This Agreement does not constitute a conflict of interest or default under any of GA Group's other agreements.
- d. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect GA Group's ability to perform under this Agreement.
- e. GA Group is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.
- f. During the term of this Agreement, GA Group will not take any action, or omit to perform any act, that may result in a representation becoming untrue.

GA Group must immediately notify the Authority if any representation becomes untrue.

7. Compensation. In consideration for the Services provided under this Agreement, the Authority shall pay to GA Group the total amount of sixty-thousand dollars (\$60,000.00) plus expenses. Monthly payments of five-thousand dollars (\$5,000.00) shall be made on or before the 15th of each month. Expenses need to be approved by a representative of the Authority prior to GA Group incurring those costs and need to be supported by appropriate documentation. The Authority reserves the ability to request additional supporting documentation from the GA Group if it believes documentation submitted by GA Group for an expense is insufficient. The Authority will provide the necessary reimbursement to GA Group for the approved and sufficiently supported expenses.

8. Independent Contractor Status. This Agreement shall not be construed in any manner to make any employees of GA Group an employee of the Authority. The Authority is not responsible for the withholding of any taxes related to the contracting with GA Group, including, but not limited to, State and Federal income tax and social security. The Authority shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by GA Group to its own employees.

9. Term. The term of this Agreement shall commence immediately on the date last signed below, and shall remain in full force and effect through December 31, 2021, unless extended upon mutual agreement of the Parties. This Agreement may be terminated by either party at any time without cause upon fifteen (15) days written notice to the other party. Additionally, GA Group may terminate this Agreement on fifteen (15) days written notice if the Authority fails to make payments to GA Group for services provided under the terms of this Agreement as outlined herein, provided the Authority shall have the opportunity to fully cure such non-payment within the fifteen (15) day notice period. After the effective date of termination by either party, no further payments under this Agreement will be payable or paid.

10. Insurance. GA Group will have the responsibility to provide and pay for professional liability insurance covering GA Group and its employees under a policy of insurance having minimum coverage limits of One Million Dollars (\$1,000,000.00) per occurrence.

11. Indemnification. To the fullest extent permitted by law, GA Group will indemnify and hold harmless the Authority and its officers, employees, and agents from and against any and all losses, costs, penalties, fines, damages, claims, expenses, or liabilities arising out of or resulting from GA Group's negligence in connection with performance of the Services or the failure to provide the Services contemplated by this Agreement.

12. Dispute Resolution. The Authority and GA Group shall endeavor to resolve claims, disputes, and other matters in question between them by non-binding mediation. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall

proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through non-binding mediation pursuant to this section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

13. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS.

14. Notice. Notice required by this Agreement shall be provided in writing to the parties below.

15. Miscellaneous.

- a. This Agreement shall be governed and interpreted under the laws of North Dakota.
- b. No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- c. This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this Agreement.
- d. This Agreement is not assignable by either party without the prior written consent of the other party.
- e. This Agreement may not be amended or modified orally at any time, but only by written Agreement of the Parties.
- f. This Agreement confirms earlier oral agreements for which services have been provided by GA Group.
- g. GA Group will cooperate with the Authority in responding to any request for documents by any third party to the extent such documents may be

required to be disclosed under Chapter 44-04 of the North Dakota Century Code regarding open records laws.

Metro Flood Diversion Authority


Dated

Joel Paulsen, Executive Director

GA Group, PC

December 30, 2020

Dated



Levi Andrist

SEPERATION PAGE

GOVERNMENT RELATIONS COUNSEL SERVICE AGREEMENT

This Agreement is made effective on the date set forth herein between the Metro Flood Diversion Authority (hereafter “the Authority”) and GA Group, PC (hereafter “GA Group”), a North Dakota law firm (the Authority and GA Group, PC, collectively hereafter the “Parties”).

WHEREAS, the Joint Powers Agreement establishing the Authority and the laws of North Dakota authorize the Authority to retain government relations counsel to advise and represent the Authority on legislative- and executive-branch government relations matters; and

WHEREAS, the Authority wishes to hire GA Group as an independent contractor to provide professional services to the Authority.

NOW THEREFORE, in consideration for the covenants herein, the Parties have entered into this Agreement under the terms and conditions set forth below.

6. Agreement. The Authority hereby contracts with GA Group, and GA Group agrees to provide to the Authority, the Services.

7. Qualifications and Standard of Care. During the term of this Agreement, GA Group shall remain proficient in government relations in the State of North Dakota. The standard of care applicable to GA Group’s Services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said Services are performed. GA Group must abide by all requirements set forth under North Dakota law applicable to government relations counsel, including N.D.C.C. chapter 54-05.1.

8. The Authority’s Responsibilities. The Authority, in conjunction with GA Group, will share strategies and information for GA Group to utilize. The Authority will inform GA Group of its wishes in accordance with the Authority’s public policy agenda. The Authority agrees to maintain regular and ongoing contact with GA Group through a primary point of contact, who will initially be the Executive Director of the Authority. Representatives of the Authority will be responsible for formal public statements and formal testimony before legislative or executive branch audiences.

9. GA Group’s Responsibilities. GA Group agrees that the following shall be provided when requested by the Authority (the “Services”):

- a. Monitoring and advocating for the passage, amendment, or defeat of relevant legislation during the 2021 legislative session.
- b. Sending weekly bill status reports that highlight action on legislation.
- c. Advising the Authority regarding potential opportunities to join forces with other legislative stakeholders to help solve public policy issues.
- d. Advising the Authority on potential legal issues related to legislation.

- e. Maintaining regular contact with the designated point of contact of the Authority.
- f. Representing the Authority with relevant executive branch agencies (e.g., the North Dakota Governor's office).
- g. Representing the Authority relating to interim legislative activities.
- h. Advising the Authority regarding compliance with state ethics laws.

The Authority may make or approve changes within the general scope of Services in this Agreement. If such changes affect GA Group's cost of or time required for performance of the Services set forth herein, then the Parties will engage in good faith negotiations regarding any adjustments to the level of compensation received by GA Group as set forth in the following section.

5. Personnel. All persons assigned by GA Group to perform Services under this Agreement shall be fully qualified to perform the work assigned to them. GA Group shall devote such personnel and resources, time, attention, and energies as are necessary to fulfill the duties and responsibilities required by the Authority and agreed to by GA Group. GA Group must endeavor to minimize turnover of personnel performing Services under this Agreement.

6. Representations. GA Group represents that the following statements are true:

- a. GA Group has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- b. GA Group personnel performing Services hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Agreement.
- c. This Agreement does not constitute a conflict of interest or default under any of GA Group's other agreements.
- d. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect GA Group's ability to perform under this Agreement.
- e. GA Group is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.
- f. During the term of this Agreement, GA Group will not take any action, or omit to perform any act, that may result in a representation becoming untrue.

GA Group must immediately notify the Authority if any representation becomes untrue.

7. Compensation. In consideration for the Services provided under this Agreement, the Authority shall pay to GA Group the total amount of sixty-thousand dollars (\$60,000.00) plus expenses. Monthly payments of five-thousand dollars (\$5,000.00) shall be made on or before the 15th of each month. Expenses need to be approved by a representative of the Authority prior to GA Group incurring those costs and need to be supported by appropriate documentation. The Authority reserves the ability to request additional supporting documentation from the GA Group if it believes documentation submitted by GA Group for an expense is insufficient. The Authority will provide the necessary reimbursement to GA Group for the approved and sufficiently supported expenses.

8. Independent Contractor Status. This Agreement shall not be construed in any manner to make any employees of GA Group an employee of the Authority. The Authority is not responsible for the withholding of any taxes related to the contracting with GA Group, including, but not limited to, State and Federal income tax and social security. The Authority shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by GA Group to its own employees.

9. Term. The term of this Agreement shall commence immediately on the date last signed below, and shall remain in full force and effect through December 31, 2021, unless extended upon mutual agreement of the Parties. This Agreement may be terminated by either party at any time without cause upon fifteen (15) days written notice to the other party. Additionally, GA Group may terminate this Agreement on fifteen (15) days written notice if the Authority fails to make payments to GA Group for services provided under the terms of this Agreement as outlined herein, provided the Authority shall have the opportunity to fully cure such non-payment within the fifteen (15) day notice period. After the effective date of termination by either party, no further payments under this Agreement will be payable or paid.

10. Insurance. GA Group will have the responsibility to provide and pay for professional liability insurance covering GA Group and its employees under a policy of insurance having minimum coverage limits of One Million Dollars (\$1,000,000.00) per occurrence.

11. Indemnification. To the fullest extent permitted by law, GA Group will indemnify and hold harmless the Authority and its officers, employees, and agents from and against any and all losses, costs, penalties, fines, damages, claims, expenses, or liabilities arising out of or resulting from GA Group's negligence in connection with performance of the Services or the failure to provide the Services contemplated by this Agreement.

12. Dispute Resolution. The Authority and GA Group shall endeavor to resolve claims, disputes, and other matters in question between them by non-binding mediation. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall

proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through non-binding mediation pursuant to this section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

13. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS.

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- c. This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this Agreement.
- d. This Agreement is not assignable by either party without the prior written consent of the other party.
- e. This Agreement may not be amended or modified orally at any time, but only by written Agreement of the Parties.
- f. This Agreement confirms earlier oral agreements for which services have been provided by GA Group.
- g. GA Group will cooperate with the Authority in responding to any request for documents by any third party to the extent such documents may be

required to be disclosed under Chapter 44-04 of the North Dakota Century Code regarding open records laws.

Metro Flood Diversion Authority


Dated

Joel Paulsen, Executive Director

GA Group, PC

December 30, 2020

Dated



Levi Andrist



November 9, 2020

To the Authority
Metro Flood Diversion Authority
Fargo, North Dakota

The following represents our understanding of the services we will provide to the Metro Flood Diversion Authority.

You have requested that we audit the financial statements of the Metro Flood Diversion Authority (the Authority) as of December 31, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the governing body of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Jamie Fay will be the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in February and finalize by June 1 each year.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our fee will be billed at a blended hourly rate of \$150 per hour up to a maximum of \$20,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the respective federal cognizant agency or its designee and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Fargo, North Dakota.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Fargo, North Dakota. This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Jamie Fay, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Metro Flood Diversion Authority by:

Name: _____

Title: _____

Date: _____



207 Fourth Street North • Suite A • Fargo, ND 58102

**POLICY ON THE DISPOSITION AND MANAGEMENT
OF
COMPREHENSIVE PROJECT EXCESS LANDS**

The Metro Flood Diversion Authority (the “Authority”) will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the 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. Excess Land shall be treated as fiscal assets of the Authority and this policy provides a framework for the effective management of these assets.

1. INTRODUCTION

- 1.1. In connection with carrying out their land acquisition responsibilities under the Joint Powers Agreement (“JPA”), the Member Entities have acquired, and may continue to acquire, real property that may be determined not to be necessary for completion or operation of the Comprehensive Project.
- 1.2. The JPA governs the sale of excess property acquired by Member Entities in connection with real property needed for the Comprehensive Project. In accordance with Section 16.10 of the JPA, each Member Entity shall coordinate the sale of such property with the Authority’s Executive Director and the Member Entity’s chief administrative staff. Member Entities shall not sell, trade, and/or exchange excess Comprehensive Project property without prior written approval from the Authority’s governing body (the “Diversion Authority Board”).
- 1.3. The Authority’s Property Rights Acquisition and Mitigation Plan provides initial guidance on the disposal process for excess property. Further guidance on the procedure for requesting Authority approval to sell lands can be found in the Authority’s resolution(s) establishing the procedures and protocols for accepting funds derived from land sales and rent, as well as the corresponding resolutions for certain Member Entities.
- 1.4. The purpose of this Policy is to provide a policy framework for Member Entities to follow when determining when and how Excess Land may be sold or managed for the benefit of the Authority. This policy is intended to be administered by the Executive Director and create a process that is instructional to the Diversion Authority and its Member Entities, transparent to the community and beneficial to the Diversion Authority.
- 1.5. When proposing to the Authority whether Excess Land should be sold, Member Entities should observe the following guiding principles:



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1.5.1. *Refrain from selling land at less than Market Value.*

1.5.2. *Provide preference to Prior Landowners.*

1.5.3. *Provide preference to Adjacent Property Owners.*

1.5.4. *Eventually sell or exchange all Excess Lands, at a time when it is in the best interests of the Authority to do so.*

2. DEFINITIONS.

2.1. “Adjacent Farm Operator” means the specific party or parties, collectively and individually, that through ownership or by contract operated the adjoining farmland for the last growing season prior to the Authority offering the land for lease. Land that is separated from the Excess Land by a public road, right of way or legal drain shall for the purposes of this Policy be considered adjacent.

2.2. “Adjacent Landowner” means a person or entity holding title to land adjoining the Excess Land based on the most recent property tax statement(s). Land that is separated from the Excess Land by a public road, right of way or legal drain shall for the purposes of this Policy be considered adjacent.

2.3. “Authority” or “Metro Flood Diversion Authority” means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.

2.4. “Comprehensive Project” (a/k/a “LPP Flood Risk Management Features”) means construction of a storm water diversion channel through North Dakota that conveys 20,000 cubic feet per second at the one percent (1%) chance or 100 year event and is approximately 30 miles long, tie-back embankments, a staging area, a Diversion Inlet Structure, a 6-mile connecting channel, a control structure on each of the Red and Wild Rice Rivers, an aqueduct hydraulic structure on each of the Maple and Sheyenne Rivers, a drop structure of each of the Rush and Lower Rush Rivers, three railroad crossings, in-town levees, community ring levees, and environmental mitigation, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environment Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by District Engineer, St. Paul District on September 19, 2013 and the Final Supplemental Environmental Assessment #2, Fargo Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019 and approved by the District Engineer, St. Paul District on February 28, 2019.

2.5. “Diversion Authority Board” means the Governing Body of the Authority.



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- 2.6. "Excess Land" means land owned by the Authority or one of its Member Entities that has been declared by the Executive Director as no longer needed for the construction, operation, use, maintenance, or mitigation of the Comprehensive Project.
- 2.7. "Governing Body" means the body that performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City Council, and the Fargo City Commission are the Governing Body of each of said entities as the board for the Cass County Joint Water Resource District is the Governing Body for that entity.
- 2.8. "Impacted Owner" means an individual or entity from whom property rights are being acquired for the Comprehensive Project.
- 2.9. "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 continues the Authority.
- 2.10. "Market Lease Rate" means the current lease rate for agricultural land as determined by professionals competent in the agricultural industry, unless otherwise determined by the Authority. The Market Lease Rate shall take into consideration the impacts of the Comprehensive Project that affect the lease value of the Excess Land.
- 2.11. "Market Value" means the value established for the Excess Land by appraisal, real estate market assessment or other method acceptable to the Executive Director. The Market Value of Excess Land shall take into consideration the impacts of the Comprehensive Project that affect the value of the Excess Land and anticipated closing costs, including but not limited to applicable real estate or auctioneer commission.
- 2.12. "Member Entities" shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and CCJWRD and, for purposes of this policy, the Moorhead-Clay County Joint Powers Authority.
- 2.13. "Prior Landowner" means the specific party or parties, collectively and individually, that owned and conveyed the Excess Land to the Member Entity and/or the Authority.
- 2.14. "Prior Farm Operator" means the specific party or parties, collectively and individually, that through ownership or by contract operated the applicable farmland for the last growing season prior to the Authority offering the land for lease.
- 2.15. "Public Lease" means a lease of Excess Land secured through advertising the lease offering for a minimum of 30 days by (1) publishing a notice of intent to lease-request for proposals; (2) a classified advertisement published once a week for three (3)



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consecutive weeks in a local newspaper of general circulation; or (3) other commercially reasonable means of publicly marketing the specific Excess Land being offered for lease.

- 2.16. "Public Sale" means a sale of Excess Land that is advertised for a minimum of 30 days by (1) publishing a notice of intent to sell or request for proposals; (2) a classified advertisement published once a week for three (3) consecutive weeks in a local newspaper of general circulation; or (3) other commercially reasonable means of publicly marketing the specific Excess Land being sold.

3. RESPONSIBILITIES

- 3.1. The Member Entities have a core responsibility to acquire and make available to the Authority real property for construction, operations, maintenance and mitigation of the Comprehensive Project.
- 3.2. The Member Entities have a further responsibility to act in the best interest of the Authority (and the public at large) in acquiring, managing, developing and disposing of the property it acquires on behalf of the Authority.
- 3.3. The Member Entities must seek approval from the Authority prior to selling, trading or exchanging Comprehensive Project property. The Member Entities must also remit to the Authority all revenues from land sales and leases of Comprehensive Project property. The Member Entities will carry out these duties in accordance with the Joint Powers Agreement, and in accordance with the Authority's Resolution(s) establishing the procedures and protocols for accepting funds derived from land sales and rent, as well as the corresponding resolutions of applicable Member Entities.

4. KEY PRINCIPLES

- 4.1. Sale of Excess Land. It is the Authority's intent that all Excess Land will eventually be sold or exchanged at a time when it is in the best interests of the Authority to do so. The Authority views Excess Lands as assets of the taxpayers.
- 4.2. Land Sold via Public Sale. It is the Authority's intent that the sale of Excess Lands, subject to the preferences set forth herein, shall be done via public sale such that there is transparent and abundant opportunity for all buyers to purchase the property.
- 4.3. Refrain from Selling Land at less than Market Value. It is the Authority's intent that Excess Land should not be sold at less than Market Value.
- 4.4. Preference to Sell Excess Land to Prior Landowner. First preference should be given to the Prior Landowner of an Excess Land to repurchase such Excess Land. The Prior



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Landowner should be provided with notice of the sale prior to it being made available to the adjacent property owner as set forth herein.

- 4.5. Preference to Sell Excess Land to Adjacent Landowner. Second preference should be given to Adjacent Landowners. Each Adjacent Landowner should be provided with notice of the intent to sell Excess Lands prior to it being made available to the general public.
- 4.6. Preference to Lease Agricultural Land to the Prior Farm Operator. First preference should be given to the Prior Farm Operator, who should be provided with notice of the intent to lease the Excess Land prior to it being made available to the Adjacent Farm Operator as set forth herein.
- 4.7. Preference to Lease Agricultural Land to the Adjacent Farm Operator. Second preference should be given to the Adjacent Farm Operator. Each Adjacent Farm Operator should be provided with notice of the intent to lease the Excess Lands prior to it being made available to the general public.
- 4.8. Mitigation for Impacted Owners. Should a Member Entity determine that it would be in the best interest of the Authority to sell Excess Land to, or exchange Excess Land with, an Impacted Owner, the Member Entity will work to negotiate such sale or exchange, as applicable, prior to the Excess Land being made available to the Adjacent Landowners and the general public.
- 4.9. Authority pays Taxes on Excess Lands. The Authority should continue to pay property taxes on Excess Lands held in its name or in the name of a Member Entity until such time that the Excess Lands are sold or exchanged.

5. MANNER OF DISPOSAL OF THE AUTHORITY'S LAND ASSETS

5.1. Excess Land:

- 5.1.1. The purchaser of Excess Land will be responsible for closing costs, as well as any necessary relocation costs, subdivision costs, rezoning fees, and other costs to complete the sale or exchange.

5.1.2. Preference to Prior Landowner:

- 5.1.2.1. The Member Entities will give first preference to the Prior Landowner. To carry out this principle, Member Entities will, subject to any conditions in the original transfer of the Excess Land to the Authority, provide the Prior Landowner with a notice of intent to sell at the Market Value and ask them to provide written notice of their commitment to acquire the Excess Land within thirty (30) calendar days from the date of the notice. If there are



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multiple parties that make up the Prior Landowner and those parties do not want to collectively repurchase the Excess Land at the Market Value, priority shall be given to the Prior Landowner party that within the 30-day period offers to acquire the land for the highest purchase price at or above the Market Value.

- 5.1.2.2. If the Prior Landowner does not commit to acquire the Excess Land in the allotted timeframe and enter into a written purchase agreement with the applicable Member Entity for the repurchase of the Excess Land reasonably soon thereafter, the Member Entity will offer the Excess Land to the Adjacent Landowner.

5.1.3. Preference to Adjacent Landowner:

- 5.1.3.1. Member Entities will give the second preference to the Adjacent Landowners. To carry out this principle, Member Entities will provide the Adjacent Landowners with a notice of intent to sell at the Market Value and ask them to provide written notice of their interest in acquiring the Excess Land at the Market Value within thirty (30) calendar days from the date of the notice. If there are multiple interested Adjacent Landowners, priority shall be given to the Adjacent Landowner that within the 30-day period offers to acquire the land for the highest purchase price above the Market Value.

- 5.1.3.2. If no Adjacent Landowners submit interest in acquiring the Excess Land in the allotted timeframe and enter into a written purchase agreement with the applicable Member Entity for the purchase of the Excess Land reasonably soon thereafter, the Member Entity will sell the land at a Public Sale.

5.1.4. Public Sale:

- 5.1.4.1. Public Sales will be subject to a reserve price that is calculated based on current Market Value. If the Excess Land cannot be sold for the Market Value, the Executive Director will make a recommendation to the Authority to adjust the Market Value, sell the Excess Land at the most favorable offer received, or postpone the sale to a later date.

6. RENTAL PROPERTY (Property not immediately required for the Authority's needs):

6.1. Residential, recreational, conservation and commercial land.

- 6.1.1. The Member Entities have acquired, and may continue to acquire, residential, recreational, conservation, and commercial land which is either not immediately



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required for the Comprehensive Project or not yet declared by the Executive Director as Excess Land.

- 6.1.1.1. Such land will be offered for lease on an annual or month-to-month basis or for a longer term if such basis is customary for the applicable property.
- 6.1.1.2. The amount of rent will be determined by the market rate as determined by professionals competent in the appropriate industry, unless otherwise decided by the Authority.
- 6.1.1.3. The rent from such leases will be remitted to the Authority at a frequency appropriate for the type of property being leased.
- 6.2. Farmland:
 - 6.2.1. The Member Entities have acquired, and may continue to acquire, farmland which is either not immediately required for the Comprehensive Project or not yet declared by the Executive Director as Excess Land.
 - 6.2.1.1. Such land will be offered for lease on an annual basis unless a longer lease is in the best interest of the Authority.
 - 6.2.1.2. The rent from such leases will be remitted to the Authority on an annual basis.
 - 6.2.2. Preference to Prior Farm Operator:
 - 6.2.2.1. The Member Entities will give first preference for leasing agricultural land to the Prior Farm Operator of the Excess Land. To carry out this principle, Member Entities will provide the Prior Farm Operator with a written notice of intent to lease the Excess Land at the Market Lease Rate and ask them to provide written notice of their interest in leasing the Excess Land within thirty (30) calendar days from the date of the notice. If there are multiple parties that make up the Prior Farm Operator and those parties do not want to collectively lease the Excess Land at the Market Lease Rate, priority shall be given to the Prior Farm Operator party that within the 30-day period offers to lease the land for the highest lease rate at or above the Market Lease Rate.
 - 6.2.2.2. If the Prior Farm Operator does not commit to lease the Excess Land in the allotted timeframe and enter into a written lease agreement with the applicable Member Entity for the lease of the Excess Land reasonably soon thereafter, the Member Entity will offer to lease the Excess Land to the Adjacent Farm Operator.



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6.2.3. Preference to Adjacent Farm Operator:

- 6.2.3.1. The Member Entities will give second preference for leasing agricultural land to the Adjacent Farm Operator of the Excess Land. To carry out this principle, Member Entities will provide the Adjacent Farm Operator with a written notice of intent to lease the Excess Land at the Market Lease Rate and ask them to provide written notice of their interest in leasing the Excess Land within thirty (30) calendar days from the date of the notice. If there are multiple interested Adjacent Farm Operators, priority shall be given to the Adjacent Farm Operator that within the 30-day period offers to lease the land for the highest lease rate above the Market Lease Rate.
- 6.2.3.2. If no Adjacent Farm Operator submits interest in leasing the Excess Land in the allotted timeframe and enters into a written rental agreement with the applicable Member Entity for the lease of the Excess Land reasonably soon thereafter, the Member Entities will offer the Excess Land for lease to the public.

6.3. Public Lease:

- 6.3.1. Public Leases will be offered at the Market Lease Rate. Interested parties may submit a written notice of intent to lease at the Market Lease Rate to the Member Entity during the advertising period. If more than one notice of interest in leasing the property is received, priority shall be given to the party that within the advertising period offers to lease the property for the highest rental price at or above the Market Lease Rate.
- 6.3.2. If the Excess Land cannot be leased for at least the Market Lease Rate (no notice of intent is received), the Authority will adjust the Market Lease Rate and re-advertise the Public Lease for a minimum of fourteen (14) calendar days. If more than one notice of interest in leasing the Excess Land is received, priority shall be given to the party that within the advertising period offers to lease the Excess Land for the highest rental price at or above the Market Lease Rate as adjusted. If again no notice of intent is received, the Market Lease Rate will be adjusted again and the process repeated until the Excess Land is leased, or the Excess Land in question is managed differently as determined by the Authority.

7. UNSOLICITED PROPOSALS

- 7.1. The Authority and its Member Entities may entertain unsolicited proposals, including property development proposals, land sales, and leases. For purposes of unsolicited proposals, the following principles will apply:



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- 7.1.1. Proposals received will be analyzed and evaluated by the Member Entity and/or Authority.
- 7.1.2. Proposals which are deemed reasonable by the Authority will be subject to the preferences for prior and adjacent parties as described for sales and leases, then advertised similarly to Public Sale to elicit competitive proposals and public comment.
- 7.1.3. Should the advertisement elicit purchase or lease interest from one or more third parties, a Public Sale or Public Lease process will be conducted.
- 7.1.4. The final lease or sale transaction will be submitted to the Authority for approval.

8. IMPACTED OWNERS

- 8.1. The Authority and its Member Entities may entertain proposals from Impacted Owners for land sales or exchanges. For purposes of such proposals, the following principles will apply:
 - 8.1.1. Proposals received will be analyzed and evaluated by the Member Entity and Executive Director to determine whether the sale or exchange is in the best interests of the Authority.
 - 8.1.2. Proposals received will be subject to the preferences described herein.
 - 8.1.3. Sales and exchanges will be at Market Value, unless otherwise approved by the Authority.
 - 8.1.4. The final sale or exchange transaction will be submitted to the Authority for approval.

9. TRANSACTION REQUIREMENTS

- 9.1. Except as may be authorized by the Authority, all Excess Land shall be sold in accordance with the terms and conditions of a purchase agreement prepared by the applicable Member Entity to be entered into by the buyer and the applicable Member Entity and sold "as is", via by a quit claim deed prepared by the applicable Member Entity. All conveyances shall be subject to any existing easements, reservations, rights of use and restrictions of record, building and use restrictions, zoning ordinances, municipal regulations, prior conveyances or leases of oil, gas and mineral rights, and all liens, encumbrances, defects and other conditions on, concerning or relating to the Excess Land. In no event will the Member Entity consider conveying excess real property by Warranty Deed. The buyer at buyer's option, sole cost, and expense may obtain a standard policy of title insurance for the Excess Land.



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10. TRANSPARENCY/OPEN RECORDS

- 10.1. It is important that all land transactions of the Authority and its Member Entities are conducted in a transparent manner. Any documents prepared by, or provided to, the Authority or its Member Entities in connection with the sale of Excess Land are subject to each Member Entity's respective state open records law and must be disclosed by the Member Entity in accordance with that Member Entity's state law.

11. PROTECTION OF THE PUBLIC INTEREST

- 11.1. The Member Entities have a further responsibility to protect the public interest in acquiring, managing, developing, and disposing of the property it acquires on behalf of the Authority. In this regard, the Member Entities must conduct all real estate transactions in the best interest of the Authority (and thus, the public at large) rather than that of the individual purchaser. In all transactions the Member Entities enter, there should be maximum benefit to the Authority, its operational requirements, and the broader community.

12. TRANSACTIONS WITH LOCAL/FEDERAL GOVERNMENT

- 12.1. The Authority intends that any Excess Land sold should continue to generate revenue for the applicable county in the form of taxes, unless approved otherwise by the Diversion Authority Board.

Dated: _____, 2021.

Johnathan Judd, Chair

Joel Paulsen, Executive Director