

FLOOD DIVERSION BOARD OF AUTHORITY
Thursday, January 14, 2016
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Election of Board Chair Action
5. Management Information
 - a. PMC report
 - b. Corps of Engineers report Item 5b.
6. Administrative/Legal Information/action
 - a. Second monthly meeting (4th Thursday at 3:30 PM)
 - b. P3 Legal Services
7. Technical Information/action
 - a. Recommended Policy Actions Item 7a.
 - b. North Dakota Retention Projects Update
8. Public Outreach Information/action
 - a. Committee report
 - b. Business Leaders Task Force update
9. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update Item 9b.
10. Finance Information/action
 - a. Committee report
 - b. Voucher approval Item 10b.
 - c. Ashurst LLP Letter of Engagement Item 10c.
 - d. Financial Services Agreement Item 10d.
11. Other Business
12. Next Meeting – February 11, 2016
13. Adjournment

**FLOOD DIVERSION BOARD OF AUTHORITY
DECEMBER 17, 2015—3:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, December 17, 2015, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Mary Scherling; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Mike Williams; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Kevin Campbell; and Moorhead City Council Member Nancy Otto. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District.

Staff members and others present: Cass County Administrator Keith Berndt; Interim Fargo City Administrator Bruce Grubb; Moorhead City Manager Michael Redlinger; Clay County Administrator Brian Berg; Cass County Engineer Jason Benson; Fargo City Director of Engineering Mark Bittner; Fargo City Engineer April Walker; Moorhead City Engineer Bob Zimmerman; Bruce Spiller, PE, CH2M; Colonel Dan Koprowski, St. Paul District Commander, Corps of Engineers; Aaron Snyder, Branch Chief for Project Management & Development, Corps of Engineers; and Terry Williams, Project Manager, Corps of Engineers.

2. FY2016 ENERGY AND WATER FUNDING BILL

Mr. Vanyo briefly discussed a news release from Senator John Hoeven regarding a year-end omnibus funding bill for FY2016. The bill includes funding for the Army Corps of Engineers to select up to six new construction starts—five of the starts must be for navigation or flood control and one must be for environmental restoration. Congress will consider the bill on Friday and if passed, the Corps of Engineers would go through the selection process to choose the projects.

3. MINUTES APPROVED

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve the minutes from the November 12, 2015, meeting as presented. Motion carried.

4. AGENDA ORDER

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve the order of the agenda. Motion carried.

5. MANAGEMENT UPDATE

Program management consultant (PMC) report

Bruce Spiller provided an update on activities over the last month including work on in-town levees and the bid schedule for 2016; ongoing construction on 24 homes in Oxbow; asbestos abatement and demolition of Park East Apartments; demolition of one home in Oxbow and moving of one home in Oxbow; development of procurement documents for the Public-Private Partnership (P3); and negotiation of the Project Partnership Agreement (PPA) with the Corps.

Corps of Engineers report

Col. Koprowski said that General Bostick is impressed with the teamwork between the local sponsors and the Corps of Engineers on this project. He said the Corps continues to collaborate on alternate financing and the split delivery plan. Also, the Corps is ready to assist the MN DNR on responses to public comments associated with the EIS process.

6. ADMINISTRATIVE/LEGAL UPDATEP3 Legal Services

Attorney John Shockley said eight responses were received as a result of the Request for Qualifications (RFQ's) for P3 legal services. A subcommittee interviewed three firms and recommend hiring Ashurst Law Firm out of New York. He said a temporary work order has been drafted in order to have the law firm conduct the initial review of the PPA in regard to the P3 procurement and delivery. The work order is in an amount not to exceed \$100,000.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve AWD-00055 in an amount not to exceed \$100,000. On roll call vote, the motion carried unanimously.

7. TECHNICAL UPDATERecommended Policy Actions

Mr. Spiller said revisions have been drafted for consideration to the detention funding policy. The updates include matching the National Resources Conservation (NRC) three-year duration for the watershed plan development process, inclusion of Diversion Authority contact information, and name change throughout the policy from the Fargo-Moorhead Diversion Authority (FMDA) to the Metro Flood Diversion Authority (MFDA).

MOTION, passed

Mr. Olson moved and Mr. Campbell seconded to approve the revisions to the MFDA Detention Funding Policy Manual. Motion carried.

Recommended Contract Actions Summary

Mr. Spiller discussed Change Orders, Authority Work Directives and Retention Phase I Funding:

Change Orders

- Industrial Builders, Inc. Change Order No. 5—additional physical model test to accommodate wet well modification design, reduction in wet well vacuum line size, change in pump station veneer and cost for cold weather construction associated with 2nd Street North Pump Station project in the amount of \$7,614.93.
- Industrial Builders Change Order No. 4—connect bridge lighting and dispose of excavated concrete associated with 2nd Street North, South of Pump Station in the amount of \$6,985.96.

Authority Work Directive

- Terracon AWD-00053—asbestos abatement monitoring and quality assurance services for Park East Apartments demolition project in the amount of \$32,920.
- HMG AWD-00054—engineering services and design update for portion of pump station and gate well facilities for OHB ring levee in the amount of \$100,000.
- Ashurst Law Firm AWD-00055—negotiation assistance for PPA in an amount not to exceed \$100,000.

Retention Phase 1 Project Funding

- Buffalo Red River Watershed District – Upper South Branch Water Project for \$74,022.
- Buffalo Red River Watershed District – Barnesville Township Water Project for \$60,746.

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve the appropriation of funds for the above listed Change Orders, Authority Work Directives, and Retention Phase 1 Funding; and recommend approval of the appropriation of funds by the Dakota Metro Flood Board for the Diversion Authority. On roll call vote, the motion carried unanimously.

8. PUBLIC OUTREACH UPDATECommittee report

Mr. Olson discussed community outreach efforts including a presentation given to Stanley Township by the Cass County Engineer, and presentations at the North Dakota Joint Water Convention. Mr. Olson said the Diversion Authority continues to have a monthly article in the North Dakota Water Magazine to provide updates on the project.

Daron Selvig from AE2S provided an update on the newsletter and website. The new version of the website went live in October and has seen an increase in traffic from the use of mobile devices.

Business Leaders Task Force

The task force and Diversion Authority representatives continue to meet with local business leaders to discuss the project. The task force also continues to work on marketing strategies, including a television commercial that has been shown during NDSU Bison football games.

Mr. Williams left the meeting at 4:00 PM.

9. LAND MANAGEMENT UPDATECommittee report

Mr. Mahoney said the Land Management Committee met on December 15th. One property acquisition was approved in Oxbow.

CCJWRD update

Mr. Brodshaug referred to the handout regarding land acquisitions completed through November 30, 2015, which includes completed acquisitions, budget figures, and completed negotiations. He said construction on homes continues in Oxbow; asbestos abatement and demolition of Park East Apartments is underway; and critical in-town property negotiations continue with Mid-America Steel, Case Plaza, Shakey's and MEPS properties.

10. FINANCE UPDATECommittee report

Michael Montplaisir Cass County Auditor, said the Finance Committee met on December 15th. The committee approved one property acquisition in Oxbow. The committee discussed the budget for next year and current funds on hand as well as other financing that will be needed for project expenses.

FY 2016 Budget Approval

Mr. Montplaisir said the proposed FY2016 budget is \$237.5 million. He said all six member entities will be considering the budget within the next month. Land acquisition and construction are the largest expenses for the year.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve the FY 2016 budget for the Diversion Authority. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Fredrikson & Byron, P.A. for government relations services; Erik R. Johnson & Associates, Ltd., Dorsey & Whitney, Nixon Peabody and Ohnstad Twichell, P.C. for legal services; and CCJWRD for costs associated with in-town levees, access issues, Diversion Project Assessment Committee (DPAC) work, OHB levee, and Oxbow Country Club golf course construction.

MOTION, passed

Mr. Mahoney moved and Mrs. Scherling seconded to approve the vouchers in the amount of \$4,109,539.07 for November, 2015. On roll call vote, the motion carried unanimously.

11. NEXT MEETING DATE

The next meeting will be held on Thursday, January 14, 2016, at 3:30 PM.

12. ADJOURNMENT

MOTION, passed

On motion by Ms. Otto, seconded by Mrs. Scherling, and all voting in favor, the meeting was adjourned at 4:14 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant



US Army Corps
of Engineers
St. Paul District

Monthly Update

January 14, 2016

Since the last Diversion Authority meeting, the following project-related activities were worked on:

1. **Minnesota EIS**: Received request for assistance with public comment responses on January 6th. This is a top priority for the FMM Team.
2. **Reach 7/Maple River Aqueduct**: Flume study completed which analyzed velocity conditions across aqueduct. Final report received on 20 November.
3. **Diversion Inlet Structure**: Resolution of Final Technical Review (FTR) comments for this gated structure in the works. BCOE review currently scheduled for 22 February. Final plans and specifications anticipated in April 2016. This is a top priority for the FMM Team.
4. **Optimization of Diversion Channel and Low Flow Channel**: Continuing this work upstream of the Maple River to the Diversion Inlet Structure.
5. **Cemetery Mitigation Plan**: Will address Cemetery POC comments on the Draft Plan as part of DA subcommittee work to be performed in 2016. Sent follow-up letters to all Cemetery POCs on 13 August and 3 November.
6. **In-Town Levees**: Continue to support design and construction to assure features can be incorporated into FMM Project. Includes ATR and IEPR reviews.
7. **Alternate Financing/Split Delivery Plan**: Assisting with development of RFP and reference documents. Continued reporting/coordination up our chain of command.
8. **Rights-of-Entry (ROE) and Surveys**: Preparing ROE request for 2016 to continue performing cultural and HTRW surveys and geotechnical borings. Will require ROE being gained in Minnesota.
9. **Real Estate**: Continue to review appraisals and support land acquisition activities.
10. **Mitigation**: Continue work to identify additional environmental mitigation sites. Met with state agency representatives on 13 January.
11. **Red River Basin Commission Conference**: Aaron Snyder will be co-presenting on FMM Project January 21.

Recommended Contracting Actions Summary

Date: January 14, 2016

Description	Company	Budget Estimate (\$)
Task Order Amendments		
<p>Task Order No. 1, Amendment 2 - Materials Testing Services</p> <ul style="list-style-type: none"> Add Materials Testing Services, asbestos abatement monitoring, and Quality Assurance services for WP-42C.1 – Demolition - HoJo, Shakey’s, Fargo Public School, WP-42C.2 – Demolition - Park East, WP-42H.2 – El Zagal Phase 2 Levee WP-42I.1 – Mickelson Field Levee Extension 	Terracon	75,000

Technical Staff Recommendation

Meeting Date: 1/8/2016

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommend approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Terracon – Materials Testing Services, Task Order No. 1 **\$75,000**

Task Order No. 1, Amendment 2

- Add Materials Testing Services, asbestos abatement monitoring, and Quality Assurance services for the following work packages:
 - WP-42C.1 – Demolition - HoJo, Shakey’s, Fargo Public School
 - WP-42C.2 – Demolition - Park East
 - WP-42H.2 – El Zagal Phase 2 Levee
 - WP-42I.1 – Mickelson Field Levee Extension
- Add asbestos abatement monitoring and Quality Assurance services for WP-42C.1, WP-42C.2, WP-42H.2, and WP 42I.1

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Task Order No. 1, Amendment 0	\$50,000	\$0	\$50,000	12-Sep-14	31-Dec-16	Provide materials testing services per Owner’s QA testing requirements for Owner awarded construction contracts associated with the In Town Levees (WP-42A.2 and WP-42A.1/A.3).
Task Order No. 1, Amendment 1	\$400,000	\$50,000	\$450,000	12-Sep-14	31-Dec-16	Amend testing services for WP-42A.2 and WP-42A.1/A.3, and add materials testing services for WP’s: 42C.1, 42C.2, 42F.1S, 42F.1N, 42H.2, and 42I.1
AWD-00053	\$32,920	\$450,000	\$482,920	12-Sep-14	31-Dec-16	AWD-00053 cost budget incorporated into Amendment 2.
Task Order No. 1, Amendment 2	\$75,000	\$450,000	\$525,000	12-Sep-14	31-Dec-16	Add asbestos abatement monitoring services for WP-42C.1, WP-42C.2, WP-42H.2, and WP-42I.1

Discussion

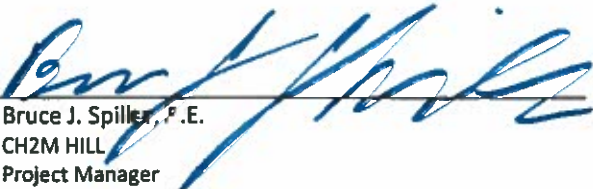
1. Amendment 2 incorporates AWD-00053 and adds asbestos abatement monitoring and Quality Assurance services for WP-42C.1, WP-42C.2, WP-42H.2, and WP 42I.1. This project requires the contractors to remove asbestos containing material from buildings prior to demolition. This is a highly regulated activity that requires specialized oversight personnel. Terracon is the appropriate firm for providing this expertise.

- 2. The amount of Amendment 2 is based on agreement for a scope of services developed by CH2M and proposed pricing from Terracon.

ATTACHMENT(S):

- 1. Draft Task Order No. 1, Amendment 2
- 2. Cost Proposal Information

Submitted by:


 Bruce J. Spiller, P.E.
 CH2M HILL
 Project Manager
 Metro Flood Diversion Project

07 JAN 2016
 Date

 Keith Berndt, Cass County Administrator
 Concur: 08-Jan-2016 Non-Concur: _____

 April Walker, Fargo City Engineer
 Concur: 11-Jan-2016 Non-Concur _____

 Mark Bittner, Fargo Director of Engineering
 Concur: 08-Jan-2016 Non-Concur: _____

 Jason Benson, Cass County Engineer
 Concur: 08-Jan-2016 Non-Concur _____

 David Overbo, Clay County Engineer
 Concur: 08-Jan-2016 Non-Concur: _____

 Robert Zimmerman, Moorhead City Engineer
 Concur: 08-Jan-2016 Non-Concur _____

 Bruce Grubb, Fargo Interim City Administrator
 Concur: 08-Jan-2016 Non-Concur: _____

Terracon Consultants, Inc.

Task Order No. 1, Amendment ~~1~~2

Materials Testing Services for Work Package 42 (WP-42)

In accordance with Paragraph 1.01 of the Agreement between **Metro Flood Diversion Authority** ("Owner") and **Terracon Consultants, Inc.** ("Testing Firm") for Professional Services – Task Order Edition, dated June 26, 2014 ("Agreement"), Owner and Testing Firm 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 Testing Firm 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: **Materials Testing Services for Work Package 42 (WP-42)**

Description: Provide materials testing services per Owner's Quality Assurance testing requirements for Owner awarded construction contracts associated with the In Town Levees – Work Package 42 (excluding WP-42H: El Zagal Phase I Area Flood Risk Management Project).

B. Projects Included in Task Order No. 1:

1. WP-42A.2 – 2nd Street Pump Station
2. WP-42A.2.A3 – 4th Street Pump Station and Gatewell
3. WP-42F.1S – 2nd Street Floodwall (South)
4. WP-42F.1N – 2nd Street Floodwall (North)
5. WP-42.H.2 – El Zagal Phase 2 Levee
6. WP-42I.1 – Mickelson Field Levee Extension
7. WP-42C.1 – Demolition - HoJo, Shakey's, Fargo PS
8. WP-42C.2 – Demolition - Park East

2. Services of Testing Firm

A. On Call Services

- i. The initial subtask for this Task Order will be On Call Services, as requested in by the Owner's Construction Manager, to provide initial testing services for the In Town Levees, Work Package 42 (excluding WP-42H: El Zagal Phase I Area Flood Risk Management Project).
- ii. Testing Firm shall compile test results for each active project daily and provide electronic test and inspection logs to Owner's Construction Manager weekly (refer to attachment).
- iii. Testing services shall include, but not limited to, the following:
 1. Density testing
 2. Concrete testing
 3. Compression tests
 4. Moisture-Density testing
 5. Pre-placement inspections
 6. Reinforcement inspections

- iv. As Owner's Certified Asbestos Consultant, provide asbestos abatement monitoring services for WP-42C.1, WP-42C.2, WP-42H.2, and WP-42I.1; and report directly to the Owner's Representative. Provide qualified personnel meeting North Dakota Department of Health requirements for asbestos abatement. Be responsible for monitoring all asbestos abatement work to ensure contractor complies with local, state, and federal regulations. Immediately report all violations to the Owner's Representative. Work includes ambient air monitoring and analysis as needed, and review of submittals, certifications and licenses. Prepare and submit daily reports and weekly summaries with estimated amount of material removed, along with a final closeout report for WP-42C.1, WP-42C.2, WP-42H.2, and WP-42I.1.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in EXHIBIT B of the Agreement.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	September 12, 2014	December 31, 2016

5. Payments to Testing Firm

- A. Owner shall pay Testing Firm for services rendered as follows:
 - I. Compensation for services identified under Subtask A shall be on a Time and Materials basis in accordance with the Standard Hourly and Testing Rates shown in Exhibit C of the Agreement.
 - II. The total compensation for services identified under the Task Order is defined in the table below.
- B. Testing Firm will notify Owner when 80 percent of the budget is expended.
- C. Testing Firm will submit an amendment for additional compensation when 90 percent of the budget is expended, or confirm to Owner that this Task Order can be completed for the remaining budget.
- D. Testing Firm will not perform work beyond 100 percent of the budget for Task Order No. 1 without Owner's authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. On Call Services	450,000 50,000	75,000 400,000 00	525,000 450,000
TOTAL	450,000 50,000	400,000 75,000	525,000 450,000

- E. The terms of payment are set forth in Article 4 and EXHIBIT C of the Agreement.

6. Subconsultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

~~A. Test and Inspection Data Log~~

9. Documents Incorporated By Reference:

A. Agreement Between Owner and Testing Firm for Professional Services, dated August 14, 2014.

B. AWD-00048 REV-0, Materials Testing Services for Work Package 42 (WP-42), dated May 28, 2015.

C. AWD-00053, Asbestos Abatement Monitoring Services, dated December 7, 2015.

~~B-D~~. Terracon Proposal – Asbestos Consulting Services dated December 23, 2015

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. Testing Firm is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 12, 2014.

TESTING FIRM:

Terracon Consultants, Inc.

Signature _____ Date _____

Jonathan Ellingson

Name

Principal in Charge

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Jeffrey J. Mathson

Name

Project Manager

Title

4102 7th Avenue North
Fargo, ND 58102-2923

Address

jjmathson@terracon.com

E-Mail Address

(701) 282-9633

Phone

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

Glatzmaier, John/MSP

From: Schmidt, Rodger A. <Rodger.Schmidt@terracon.com>
Sent: Friday, January 08, 2016 10:33 AM
To: Glatzmaier, John/MSP
Cc: Smith, Tyler/FMH
Subject: RE: Revised Park East proposal and Howard Johnson proposal

Hello John

As a follow-up to our phone conversation.

The time and materials estimate for WP-42H.2 (El Zagal) and WP-42I.1 (Michelson) should work out to approximately \$10,000.00.

As discussed, an estimated time and materials for WP-42C.2 (Park East), WP-42C.1 (HoJo, Shakeys, & FPS), and the El Zagal & Michelson work packages can be submitted at \$75,000.00.

Please let me know if you have any questions.

Rodger

Rodger Schmidt
Project Manager – Safety Coordinator | Environmental Services

Terracon

4102 7th Avenue North | Fargo, ND 58102
P (701) 282 9633 | D (701) 639 4467 | F (701) 282 9635
rodger.schmidt@terracon.com | terracon.com



 Please consider the environment before printing this email 

From: John.Glatzmaier@CH2M.com [mailto:John.Glatzmaier@CH2M.com]
Sent: Wednesday, January 6, 2016 6:34 AM
To: Schmidt, Rodger A.
Cc: Tyler.Smith@CH2M.com
Subject: RE: Revised Park East proposal and Howard Johnson proposal

Thanks Rodger. We started bidding on WP-42H.2 (El Zagal Phase 2) project with 8 residential demos this week, and plan to start bidding WP-42I.1 (Michelson levee) with 4 residential demos in a few weeks. One home is still occupied and likely won't be out until mid Feb. So, timing of destructive testing will be challenging (I'll see what can be done now).

Based on your estimate, 12X600 ~\$7500 to monitor abatement...but could be more depending on contract methods? If we use \$6500 for WP-42H2 (8 homes) and \$3500 for WP-42I.1 (4 homes) would that be a good estimate of the costs that we can use for the amendment?

Thanks.

John Glatzmaier
Project Manager
D 1 651 365 8526
M 1 651 253 5910

CH2M
www.ch2m.com

From: Schmidt, Rodger A. [<mailto:Rodger.Schmidt@terracon.com>]
Sent: Tuesday, January 05, 2016 6:01 PM
To: Glatzmaier, John/MSP <John.Glatzmaier@CH2M.com>
Cc: Smith, Tyler/FMH <Tyler.Smith@CH2M.com>
Subject: RE: Revised Park East proposal and Howard Johnson proposal

Hello John

As I review this report, I noticed Techtron offers to come back and conduct destructive sampling at “no additional cost” Page 4, second to last paragraph.

My advice is to start with having them come back and take a second look when all of the buildings are vacant in a timeframe that will give us time to review the revised report prior to any bidding/letting of the work to contractors.

Depending on the results of the destructive sampling. I can make a better estimate of the time involved in abatement. Most of the buildings have small quantities of asbestos containing materials to be removed and my suggestion would be to have the abatement contractor remove it using a negative air enclosure (where appropriate). Terracon would then come in for a visual clearance, ok the abatement contractor to encapsulate followed by clearance sampling of the area. Once they pass the clearance, we can turn it over to the demo prime contractor for the remainder of demo.

Based on our past projects, we are looking at an hour or so per enclosure for a visual clearance and about four hours for the air samples. I would guess about \$600 per house depending on how the abatement contractor designs the abatement. Multiple floors will increase the estimate. I will keep the fees the same as the previous projects with our time being the largest change in costs.

Let me know your thoughts.

Rodger Schmidt
Project Manager – Safety Coordinator | Environmental Services

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rodger.schmidt@terracon.com | terracon.com



 Please consider the environment before printing this email 

From: John.Glatzmaier@CH2M.com [<mailto:John.Glatzmaier@CH2M.com>]
Sent: Tuesday, January 5, 2016 1:15 PM
To: Schmidt, Rodger A.
Cc: Tyler.Smith@CH2M.com; Jeremy.Higgins@CH2M.com
Subject: RE: Revised Park East proposal and Howard Johnson proposal
Importance: High

Thanks Rodger, we are working to incorporate these into your task order addendum.

This morning a DA rep asked if we could also add ACM abatement monitoring services for 2 additional upcoming levee projects to this amendment: El Zagal Phase 2 (8 residential home demos) and Michelson Field Levee Extension (4 residential homes demos).

Attached is the Techtron report on these homes. NOTE – 724 North River Road (home was moved, will not be demo'd) and 817 Riverbend Road (not part of either project).

Please review and let me know if you can provide a cost proposal this week for these 12 homes. Demolition work is scheduled for this spring.

If you have any questions, please let me know. Thanks.

John Glatzmaier
Project Manager
D 1 651 365 8526
M 1 651 253 5910

CH2M
www.ch2m.com

From: Schmidt, Rodger A. [<mailto:Rodger.Schmidt@terracon.com>]
Sent: Wednesday, December 23, 2015 6:56 PM
To: Dayao, Francis/JAX <Francis.Dayao@CH2M.com>
Cc: Buck, David/FMH <David.Buck@ch2m.com>
Subject: Revised Park East proposal and Howard Johnson proposal

Hello Francis

I have attached our revised proposal for Park East and Howard Johnson.

Based on the time estimate from the abatement contractor today on his anticipated completion date of the end of January, I needed to add three weeks to the estimation.

The Howard Johnson Hotel is a best guess since we don't have a firm abatement timeline. Again, depending on the size of the abatement contractor hired, the number of workers they put on the job, will dictate how long the abatement will take. I plan to conduct additional bulk samples tomorrow for the Howard Johnson property.

Regards,

Rodger

Rodger Schmidt
Project Manager – Safety Coordinator | Environmental Services

Terracon
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rodger.schmidt@terracon.com | terracon.com



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December 23, 2015



Fargo-Moorhead Metro Diversion Authority
211 9th Street South
PO Box 2806
Fargo, North Dakota 58108-2806

Attn: Mr. Keith Berndt
P: (701) 241-5720
E: berndtk@casscounttynd.gov

Re: Asbestos Consulting Services
In-Town Levees
Fargo, Cass County, North Dakota 58102
Terracon Proposal No. PM1150345

Dear Mr. Berndt:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to the Fargo-Moorhead Metro Diversion Authority (F-M Diversion Authority) to provide asbestos consulting services during demolition and construction projects associated with the In-Town Levees.

Terracon's general scope of services, budget, and proposed schedule for this project will follow the requested scope of services (attached) submitted by Mr. Francis Dayao of CH2M Hill on November 13, 2015. If we have misinterpreted any portion of the project, please let us know.

A. SCOPE OF SERVICES

Based on our understanding of project requirements, the following scope of services is proposed. Terracon will work directly with the F-M Diversion Authority's representatives at CH2M Hill. CH2M Hill will serve as the project management team throughout the project.

Task 1 – Project Consulting:

Terracon has been requested to serve as the Owner's Consultant (NC) for the asbestos abatement projects associated with the demolition of structures along the proposed In-Town Levee system. While several aspects of the project and future projects are currently unknown, it is anticipated the abatement phase of the Park East Apartment Demolition project located at One South Second Street, Fargo, North Dakota will take approximately nine weeks to complete. The abatement phase of the Howard Johnson Hotel Demolition located at 301 Third Avenue North, Fargo, North Dakota



Terracon Consultants, Inc. 4102 7th Avenue North Fargo, North Dakota 58102-2923
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Environmental



Facilities



Geotechnical



Materials

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is anticipated to take approximately two weeks to complete. Further suspect material sampling and analysis will be conducted with potential increases in asbestos containing materials (ACM). If additional ACM is found, Terracon anticipates an increase the abatement phase timeline. Terracon will review copies of notices and submittals from the abatement contractor as forwarded from CH2M Hill via the submittal process established for this project.

Abatement monitoring is required by the specification supplied by CH2M Hill. The specification considered for review is Section 02 82 16.00 20 Engineering Control of Asbestos Containing Materials for WP-42.C.1 and WP-42.C.2.

Terracon will provide a State of North Dakota accredited asbestos professional who will be on-site for the duration of the abatement phase of the project. Terracon will be on-site to conduct pre-abatement inspections of the work areas, containments, and waste storage locations prior to abatement. Services provided by Terracon will follow the attached Scope of Services for WP-42.C.2 – Park East Demolition Project (Scope) and WP-42.C.1 – Howard Johnson Hotel, Old Shakey's Pizza and Fargo Public Schools.

At the completion of abatement activities, Terracon will inspect the workspaces to confirm that ACMs have been removed. Terracon will inspect work to ensure compliance with project specifications as provided in the Scope.

Task 2 –Reporting:

Terracon will provide daily reports as requested including documentation of abatement activities by the contractor and weekly summaries with estimated amounts of material removed.

Task 3 – Onsite Air Monitoring:

During the course of abatement, Terracon may randomly conduct ambient air monitoring for asbestos outside the work areas. When requested or as scheduled, Terracon will collect no more than five ambient air samples outside the work area during each day of abatement, per 10-hour shift. Blanks will also be submitted to the laboratory for analysis. Terracon will also perform periodic visual observations of the regulated work area for compliance with project specifications. Ambient air samples collected during the project will be analyzed by phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400 *Asbestos Fibers by PCM*. Terracon will discuss issues that may arise with the abatement contractor and coordinate with CH2M Hill as necessary to seek resolution.

When requested or as scheduled, Terracon will inspect the workspace to confirm that ACMs have been removed as part of a companion walk through with the private qualified person (PQP).

Task 4 – Final Closeout Report:

At the conclusion of the work and upon receipt of abatement documentation, Terracon will prepare the final closeout report. A separate closeout report will be created for each work package. At this time, WP.C.1 and WP.C.2 will be provided with separate reports upon amendment. The closeout reports will include a description of the work, results of the air sampling programs, and documentation of final clearances and waste disposal. Terracon will also review the abatement contractor's post job submittals, which will include waste manifests, personal air monitoring results, documentation/work logs, and applicable accreditations or licenses.

Key Understandings/Limitations

- The demolition contractor, as awarded by the F-M Diversion Authority must provide timely right of entry to conduct the described services, as well as access to project areas;
- Terracon will comply with the Health and Safety Protocols as defined by the abatement contractor and/or demolition contractor. Restrictions or special requirements regarding the site must be made known to Terracon prior to commencing the site work;
- CH2M Hill will provide insurance liability requirements to be met by the abatement contractor;
- All services and work performed by Terracon for CH2M Hill and all documents relating in any way to the work shall be confidential. Any inquiries from anyone, including but not limited to tenants, governmental agencies, media, and the public, shall be directed to CH2M Hill;
- Terracon will not direct the activities of the Contractor. Terracon will notify CH2M Hill of concerns and CH2M Hill will direct the Contractor as deemed necessary;
- Terracon will not be responsible for and will not have control or charge of additional construction means, design changes, methods, techniques, sequences, or procedures, or for safety precautions and programs established by a General Contractor or abatement contractor;
- Terracon will not be responsible for the abatement contractor's failure to carry out the work in accordance with the abatement contract documents and Specification;
- Terracon will not be responsible, have control, or charge over the acts or omissions of the abatement contractor, any of its subcontractors, any of their agents or employees, or any other persons performing any of the work;
- Terracon will not be responsible for the abatement contractor's activities related to site safety during the project. If Terracon identifies imminent hazards at the site, Terracon has stop work authority if work is in violation of regulations. CH2M Hill will be notified of the concern and it will be the abatement contractor's sole responsibility to correct the deficiency at their expense;

Schedule

Terracon has begun the above Scope of Services for WP-42.C.2 (Park East Demolition) and will provide services for WP-42.C.1 immediately following acceptance of this revised proposal via email and our receipt of a new F-M Diversion Authority Task Order or authorization to proceed.

C. COMPENSATION

On a time and materials basis, our estimated fee for the scope of services outlined above is:

WP-42.C.2 (Park East Demolition)

Revised WP-42.C.2 Daily Tasks (estimated 9-weeks)	Estimated Daily Fee	Estimated Total Fee
1 – Asbestos Consulting (8 hours a day @ \$105.00/hour) & Monitoring incidental materials (\$25/day)	\$865.00	\$38,925.00
2 – Reporting (Weekly report – two hours@ \$105.00/hour)	\$210.00	\$1,890.00
Estimated Daily Fees:		\$40,815.00

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WP-42.C.2 Variable Fee – Air Monitoring Tasks	Estimated Daily Fee	Estimated Total Fee
3 – Onsite Air Monitoring per event		
<ul style="list-style-type: none"> • Sample collection (includes air pumps and daily supplies) (\$65.00/each day) (estimated 20 days) 	\$65.00	\$1,300.00
<ul style="list-style-type: none"> • Daily adjacent sampling (estimated six canisters) (16 events) <ul style="list-style-type: none"> ○ Sample analysis (shipping & analysis for independent laboratory and assumes a 3-hour TAT) (\$150.00/each) 	\$150.00	\$2,400.00
OR		
<ul style="list-style-type: none"> ○ Sample analysis (equipment and onsite analysis) (\$250.00/each) 	\$250.00	\$4,000.00
<ul style="list-style-type: none"> • Clearance sampling (estimated seven canisters per event) (4 events) <ul style="list-style-type: none"> ○ Sample analysis (shipping & analysis for independent laboratory) (\$175.00/each) 	\$175.00	\$700.00
OR		
<ul style="list-style-type: none"> ○ Sample analysis (equipment and onsite analysis) (\$275.00/each) 	\$275.00	\$1,100.00
Estimated Variable Fee's	\$390.00 to \$590.00	\$4,400.00 to \$6,400.00
4 – Final Closeout Report		\$1,200.00
Estimated Project Total:		\$46,415.00 to \$48,415.00

WP-42.C.1 (Shakey's Pizza and Howard Johnson Demolition)

WP-42.C.1 Daily Tasks (estimated 2-weeks)¹	Estimated Daily Fee	Estimated Total Fee
1 – Asbestos Consulting (8 hours a day @ \$105.00/hour) & Monitoring incidental materials (\$25/day)	\$865.00	\$8,400.00
2 – Reporting (Weekly report – two hours @ \$105.00/hour)	\$210.00	\$420.00
Estimated Daily Fees:		\$8,820.00

¹ Terracon will revise the estimated timeline based on abatement contractors submitted schedule

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WP-42.C.1	Estimated Daily Fee	Estimated Total Fee
Variable Fee – Air Monitoring Tasks		
3 – Onsite Air Monitoring per event		
<ul style="list-style-type: none"> • Sample collection (includes air pumps and daily supplies) (\$65.00/each day) (estimated 7 days) 	\$65.00	\$455.00
<ul style="list-style-type: none"> • Daily adjacent sampling (estimated six canisters) (6 events) <ul style="list-style-type: none"> ○ Sample analysis (shipping & analysis for independent laboratory and assumes a 3-hour TAT) (\$150.00/each) 	\$150.00	\$2,400.00
OR		
<ul style="list-style-type: none"> ○ Sample analysis (equipment and onsite analysis) (\$250.00/each) 	\$250.00	\$4,000.00
<ul style="list-style-type: none"> • Clearance sampling (estimated seven canisters per event) (2 events) <ul style="list-style-type: none"> ○ Sample analysis (shipping & analysis for independent laboratory) (\$175.00/each) 	\$175.00	\$350.00
OR		
<ul style="list-style-type: none"> ○ Sample analysis (equipment and onsite analysis) (\$275.00/each) 	\$275.00	\$550.00
Estimated Variable Fee's	\$390.00 to \$590.00	\$3,205.00 to \$5,005.00
4 – Final Closeout Report		\$1,200.00
Estimated Project Total:		\$13,225.00 to \$15,025.00

If additional suspect ACMs are identified during demolition, Terracon will conduct bulk sample tests on a time and materials basis with the cost for each sample billed at \$11.25 per sample, hourly technician time, and shipping costs +15%. Please see the attached Asbestos Schedule of Services and Fees.

Terracon will provide a Certified Industrial Hygienist (CIH) for review of submittal documents and reports periodically throughout the project. This fee and any additional field service and/or project management time required or services requested by CH2M Hill will be billed in accordance with the attached fee schedule.

Terracon's invoice will be submitted to the appropriate invoice submittal email on approximately 30-day billing cycles. If conditions are encountered at the property that require significant changes

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in the Scope of Services or a significant increase in the anticipated number of consulting hours which will increase the cost, you will be contacted for discussion and approval of such changes before we proceed.


If this revised Scope of Services meets with your approval for WP-42.C.2 and additional WP-42.C.1, work may be initiated by acceptance of this proposal via email and our receipt of a new F-M Diversion Authority Task Order or authorization to proceed. Please email rodger.schmidt@terracon.com or fax to (701) 282-9635 your authorization. This Agreement, and the sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.

Rodger A. Schmidt, MM
Environmental Project Manager

 (for)
Cindy A. Baldwin, CIH, FAIHA
Senior Industrial Hygienist

Attachments: Scope of Services
Fee Schedule
Asbestos Fee Schedule

Diversion Authority Board Member Offer to Upstream Opposition

- In Sept. 2014, the Diversion Authority sent a letter to Richland Wilkin JPA Chairman Perry Miller and MNDAK Upstream Coalition Chairman Dave Morken offering a seat on the Diversion Authority. The seat at the table was refused.
- In Dec. 2015, following the meetings in Fargo with Sens. Hoeven and Heitkamp, the offer was again extended to Chairman Dave Morken for a seat on the board. The position still has not been accepted.

Upstream Meetings and Outreach

- Chairman Vanyo and Chairman Morken have been meeting regularly (15 times) over the last couple of years.
- DA leadership and technical representatives from the DA and USACE met with ND Senator Luick in October, 2014, to review the Senator's alternative plan. USACE responded in writing in August, 2015.
- A joint DA meeting with the MNDAK Upstream Coalition has been proposed for mid-February
- A meeting between the Mayors of Fargo and Moorhead with the Commissioners in Richland and Wilkin County associated with the Richland/Wilkin JPA is also being offered.
- Have started meeting regularly with Stanley Township south of Fargo, and a meeting with the City of Horace is planned for February.

Project Mitigation

- Chairman Vanyo's 2016 Goals letter includes numerous milestones that could take place after a federal commitment. The letter also describes efforts to develop and finalize upstream mitigation, including cemeteries, farmland, and the acquisition of homes in the staging area.
 - Cemeteries
 - A local mitigation team is being formed that includes significant membership from upstream cemetery associations to consider mitigation options above and beyond those required by USACE.
 - Farmland
 - The value of flowage easements will be developed in 2016; with the goal of beginning purchasing by the end of the year.
 - The DA will work with the State Water Commission to expand the geographic scope of the NDSU Agricultural Impact Study.
 - Voluntary Staging Area Buyouts
 - The Diversion Authority has fielded numerous requests from impacted owners for an option for an early buyout, and will work with them to jointly reach an agreement on how to move forward.

New JPA Agreement between Minnesota and North Dakota Entities

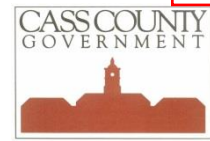
- A new Joint Powers Agreement is being jointly developed that will detail a similar, but new, governance structure.
- The agreement will outline in detail a final cost share agreement between the entities.
- The agreement could include a board position for representation from the affected upstream communities or organizations.
- Leaders from the three local sponsors (City of Moorhead, City of Fargo, and the Diversion Authority) are working together on strategic outreach activities.

Minnesota DNR

- The Diversion Authority is working closely and effectively to assist the DNR's work on the EIS.
- Colonel Koprowski met with DNR Commissioner Landwehr on Jan. 8.
- USACE St. Paul District has recently communicated with the MN Governor's office and plans additional outreach.

City of Oxbow

- In response to concerns expressed by upstream communities, the DA began mitigation for the most significantly impacted community by developing and starting construction on the OHB Ring Levee, a long-term solution to protecting the ~200 homes in the City of Oxbow and surrounding area.
- The OHB mitigation project protects and enhances 25% of the tax base of the Kindred School District.



Land Management Summary

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Acquisitions Completed Through December 31, 2016

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	30	35
<i>Subset: Medical Hardship</i>	5	27
Agricultural	23	2,457
Commercial	5	298
Multi-Family Residential	--	--
Public	3	3
Other	4	--

Acquisition Budget Through November 30, 2015

Fiscal Year	No. Properties Acquired	Lands Budget (\$000)	Lands Expenses (\$000)	Outstanding Encumbrances (\$000)	Remaining Budget (\$000)
FY13	4	\$28,000	\$1,628		n/a
FY14	15	\$37,700	\$20,006		n/a
FY15	30	\$106,700	\$67,764	\$37,522	\$7,414

Other News for month of December:

- Acquisition closings include one (1) residential In-Town property, one (1) commercial In-Town property, four (4) Oxbow vacant lots, one (1) Oxbow residential home, and one (1) OHB agricultural property.
- Critical In-town property negotiations are continuing with Mid-America Steel and Case Plaza properties. The updated appraisals for these acquisitions were submitted to USACE for review on January 9th.
- The purchase and lease agreements for Fargo Public Schools and Kilbourne (Shakey's) properties are being finalized and should be executed shortly.
- Demolition activities have begun on the Park East building and expected to be complete March 1, 2016.
- There are eighteen (18) homes currently under construction in Oxbow. Seven (7) homes have been completed and the owners have been relocated.
- USACE did not complete its review of any previously submitted appraisals. Appraisals awaiting review and approval by USACE, including:
 - Ulteig has two (2) appraisals for residential properties with USACE for review.
 - HMG has six (6) appraisals for In Town commercial and City owned properties with USACE for review.

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- Right of Entry letters have been sent to property owners affected by WP 1-7 Diversion Channel alignment and the Diversion Inlet and associated County Road 16 & 17 realignment properties. Survey and pre-acquisition work is beginning on these properties.

Appraisals Complete or In Negotiation (sorted by closing date)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
852 Riverbend Road (owner of 3 other parcels)	9603	Residential	Closed	ProSource/McKinzie	
856 Riverbend Road (owner at 852 Riverbend)	9604	Vacant Lot	Closed	ProSource /Bock	
860 Riverbend Road (owner at 852 Riverbend)	9605	Vacant Lot	Closed	ProSource /Bock	
864 Riverbend Road (owner at 852 Riverbend)	9606	Vacant Lot	Closed	ProSource /Bock	
350 Schnell Drive	9649	Residential	Closed	ProSource/Hraba	
365 Schnell Drive	9668	Vacant Lot	Closed	Ulteig/Bock	
BNSF	9779	Commercial	Closed	HMG/Britton	
Agricultural property 266ac – S23, T137, R49; S24, T137, R49	1975, 1985	Agricultural	Closed	Ulteig/Bock	
16678 3 rd St S	1802	Residential	Purchase Agreement Signed	HMG/Britton	
1313 Elm St N	9126	Residential	Purchase Agreement Signed	HMG/Britton	February, 2016
12 North Terrace	9168	Residential	Purchase Agreement Signed	HMG/Britton	
833 Riverbend Road	9504	Residential	Purchase Agreement Signed	ProSource/McKinzie	
821 Riverbend Road	9506	Residential	Purchase Agreement Signed	ProSource/Hraba	
813 Riverbend Road	9508	Residential	Purchase Agreement Signed	ProSource/Hraba	
805 Riverbend Road	9510	Residential	Purchase Agreement Signed	ProSource/Hraba	
749 Riverbend Road	9511	Residential	Purchase Agreement Signed	ProSource/McKinzie	
810 Riverbend Road	9595	Residential	Purchase Agreement Signed	ProSource/Hraba	
828 Riverbend Road	9599	Residential	Purchase Agreement Signed	ProSource/Hraba	
840 Riverbend Road	9600	Residential	Purchase Agreement Signed	ProSource/Hraba	
326 Schnell Drive	9641	Residential	Purchase Agreement Signed	ProSource/Hraba	February, 2016

Land Management Summary

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Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
328 Schnell Drive	9642	Residential	Purchase Agreement Signed	ProSource/Hraba	
332 Schnell Drive	9644	Residential	Purchase Agreement Signed	ProSource/Hraba	
334 Schnell Drive	9645	Residential	Purchase Agreement Signed	ProSource/Hraba	January, 2016
330 Schnell Drive	9643	Vacant Lot	Purchase Agreement Signed	ProSource/Hraba	
309 Schnell Drive (owner of 2 other parcels)	9654	Residential	Purchase Agreement Signed	ProSource/McKinzie	
317 Schnell Drive	9656	Residential	Purchase Agreement Signed	ProSource/Hraba	
321 Schnell Drive	9657	Residential	Purchase Agreement Signed	ProSource/Hraba	
325 Schnell Drive	9658	Residential	Purchase Agreement Signed	ProSource/McKinzie	
329 Schnell Drive	9659	Residential	Purchase Agreement Signed	ProSource/Hraba	
337 Schnell Drive	9661	Residential	Purchase Agreement Signed	ProSource/Hraba	
341 Schnell Drive	9662	Residential	Purchase Agreement Signed	ProSource/McKinzie	
City of Fargo - School District 1	9777	Commercial	In Negotiation	HMG/Britton	
Agricultural property 157ac – S10, T141, R49; S10, T141, R49	0547, 0548	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 214ac – S13, T137, R49; S14, T137, R49	1930, 1940, 1941	Agricultural	In Negotiation	Ulteig/Bock	
5017 171 Ave SE	1953	Residential	In Negotiation	Ulteig/Bock	
6 North Terrace #6	8926	Residential	In Negotiation	HMG/Britton	
6 North Terrace #5	8927	Residential	In Negotiation	HMG/Britton	
6 North Terrace #4	8928	Residential	In Negotiation	HMG/Britton	
6 North Terrace #3	8929	Residential	In Negotiation	HMG/Britton	
2 North Terrace #2	8930	Residential	In Negotiation	HMG/Britton	
2 North Terrace #1	8931	Residential	In Negotiation	HMG/Britton	
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	In Negotiation	HMG/Britton	
17556 Pfiffer Dr	9383	Residential	In Negotiation	Ulteig/Bock	

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January 13, 2016

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
17465 49 th St SE	9403	Residential	In Negotiation	Ulteig/Bock	
839 Riverbend Road	9503	Residential	In Negotiation	Ulteig/Bock	
829 Riverbend Road	9505	Residential	In Negotiation	ProSource/Hraba	
817 Riverbend Road	9507	Residential	In Negotiation	ProSource/McKinzie	
809 Riverbend Road	9509	Vacant Lot	In Negotiation	Ulteig/Bock	
808 Riverbend Road (2 parcels at this address)	9593, 9594	Residential	In Negotiation	ProSource/McKinzie	
816 Riverbend Road	9596	Residential	In Negotiation	ProSource/Hraba	
844 Riverbend Road	9601	Residential	In Negotiation	ProSource/Hraba	
872 Riverbend Road	9607	Vacant Lot	In Negotiation	ProSource /Bock	
869 Riverbend Road	9608	Vacant Lot	In Negotiation	ProSource /Bock	
873 Riverbend Road	9609	Vacant Lot	In Negotiation	ProSource /Bock	
477 Oxbow Drive	9614	Vacant Lot	In Negotiation	ProSource /Bock	
473 Oxbow Drive	9615	Vacant Lot	In Negotiation	ProSource /Bock	
469 Oxbow Drive	9616	Vacant Lot	In Negotiation	ProSource /Bock	
465 Oxbow Drive	9617	Vacant Lot	In Negotiation	ProSource /Bock	
461 Oxbow Drive	9618	Vacant Lot	In Negotiation	ProSource /Bock	
457 Oxbow Drive	9619	Vacant Lot	In Negotiation	ProSource /Bock	
455 Oxbow Drive	9620	Vacant Lot	In Negotiation	ProSource /Bock	
425 Oxbow Drive	9628	Vacant Lot	In Negotiation	ProSource /Bock	
338 Schnell Drive	9647	Residential	In Negotiation	ProSource/Hraba	
354 Schnell Drive	9650	Vacant Lot	In Negotiation	Ulteig/Bock	
358 Schnell Drive	9651	Vacant Lot	In Negotiation	Ulteig/Bock	
313 Schnell Drive	9655	Residential	In Negotiation	ProSource/Hraba	
Case Plaza LLC	9770	Commercial	In Negotiation	HMG/Britton	
Kilbourne Group	9776	Commercial	In Negotiation	HMG/Britton	
BNSF	9259, 9780	Commercial	In Negotiation	HMG/Britton	
4989 Klitzke Dr	9440	Residential	In Negotiation	Ulteig/Bock	
Agricultural Property 320ac – S28, T137, R48; S37, T137, R48	1790,1811	Agricultural	In Negotiation	Crown/Berg	
17471 49 th St SE	9411	Residential	In Negotiation	Ulteig/Bock	

Land Management Summary

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Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
City of Fargo	9772	Commercial	Appraisal in Review	HMG/Britton	

¹ Activity sequence: 1) Appraisal in Review; 2) In Negotiation; 3) Purchase Agreement Signed, 4) Closed

Appraisals in Progress (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
843 Riverbend Road	9502	Residential	Appraisal In Review	ProSource/Bock
848 Riverbend Road	9602	Residential	Appraisal In Review	ProSource/Bock
City of Fargo	9768	Commercial	Appraisal In Review	HMG/Britton
City of Fargo - Housing Authority	9769	Commercial	Appraisal In Review	HMG/Britton
Agricultural Property	503	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	506	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	507, 508	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	509, 590	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	513	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	530, 9788	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	533	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	531, 2369	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	540, 543, 561, 562	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	544	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	546, 2368	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	549	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	566	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	571, 572, 573, 574	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	588	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	620	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1214, 1223	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1216	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1217	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1218	Agricultural	Appraisal Assigned	Ulteig

Land Management Summary

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Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Agricultural Property	1219	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property <i>15ac - S35, T142, R49</i>	1220	Residential	Appraisal Assigned	Ulteig
Agricultural Property	1221	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1222	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1224	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1225, 1226	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	1231	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2362, 9268	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2363	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2364	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2365	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2366, 2367	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2370, 9787	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2371	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2372	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2374, 2375	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	2376, 2377, 2378	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9271	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9378	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9414	Agricultural	Appraisal Assigned	Ulteig
Easement - 16 1st Avenue	9464	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 182 Main Ave	9470	Residential	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 203	9474	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 626 Evergreen	9494	Commercial	Appraisal Assigned	Ulteig/Bock
Agricultural Property	9791	Agricultural	Appraisal Assigned	Ulteig
2625 167 Ave SE	9985	Residential	Appraisal Assigned	Ulteig
Agricultural Property	9987	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9988	Agricultural	Appraisal Assigned	Ulteig

Land Management Summary

January 13, 2016

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Agricultural Property	9989	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9990	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9991	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9992	Agricultural	Appraisal Assigned	Ulteig
Agricultural Property	9379, 9380	Agricultural	Appraisal Assigned	Ulteig
Easement - Horace Rural Fire Dept.	9472, 9473	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 367	9576, 9579	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Hickson Grain Company	9577, 9578	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Pleasant Twp	9475, 9476, 9477	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 308 Main Ave	9469, 9495, 9496	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Jack Nick LLC	9497, 9498, 9501	Commercial	Appraisal Assigned	Ulteig/Bock
Agricultural Property	9789, 9790	Agricultural	Appraisal Assigned	Ulteig

¹ Activity stages: 1) Appraisal Assigned 2) Owner notified; 3) Appraisal Initiated

² Easements are being acquired for an internal drainage project

Easements in Progress on Publicly Owned Parcels (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹
City of Fargo - Park District	9212, 9771, 9781, 9784	Commercial	Easements Obtained
Oxbow Job Development Authority <i>Permanent easement</i>	9581	Residential	Easement Identified

¹ Activity stages: 1) Easement Identified; 2) Easement in Process; 3) Easement Secured

² These Publicly Owned Parcels have entered into a MOU with the DA, therefore not requiring the parcels go through the appraisal process.

Finance Committee Bills for January 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 2,001,220.40
US Army Corps of Engineers	Cost share funds	\$ 700,000.00
Ohnstad Twichell, P.C.	Bond counsel work - PPP Research	\$ 13,599.00
City of Fargo	Fiber relocation - 2nd St N Floodwall Project	\$ 267,983.70
Obermiller Nelson Engineering	Fiber infrastructure electrical design	\$ 2,242.11
Cass County Treasurer	Property taxes	\$ 59,858.06
Total Bills Received in December		<u>\$ 3,044,903.27</u>



Cass County
Joint Water
Resource
District

December 30, 2015

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
Access and Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee Project
Oxbow Golf and Country Club – Golf Course Construction

Enclosed please find copies of bills totaling \$2,001,220.40 regarding the above referenced projects. The breakdown is as follows:

In-Town Levees	623,488.18
Access issues	212,249.13
DPAC	6,123.40
Oxbow-Hickson-Bakke Ring Levee	1,027,342.76
Oxbow Golf and Country Club	132,016.93

At this time, we respectfully request 100% reimbursement as 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

Enclosures

Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES

12/28/15

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	11/24/2015	139005	100007	5,239.00	Ohnstad Twichell, P.C.	Legal-Diversion Right of Entry
12/17/2015	11/24/2015	139006	130007	12,688.13	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
12/17/2015	11/24/2015	138939	90007	1,530.00	Ohnstad Twichell, P.C.	Legal-DA Cost share agreement
12/17/2015	12/7/2015	680504	38810	192.00	Larkin Hoffman Attorneys	Legal-rights of entry
12/17/2015	12/7/2015			192,600.00	Robert and Judith Anderson	Earnest Money

Total 212,249.13

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/15	12/08/15	873236		18.33	Dawson Insurance	Add liability to property-16 North Terrace
12/17/15	12/01/15	7715.08		394.60	Wayne Haug	Replacement Housing claim
12/17/2015	12/1/2015	7715.08.0290		1,190.00	Jon Taylor and Michele Taylor	Move payment assistance
12/17/2015	11/18/2015	7715.08		33,017.30	Bryan and Theresa Hest	Replacement Housing claim
12/18/2015	12/18/2015			125,800.09	The Title Company	purchase of Jordan and Diana Heller property
12/21/2015	12/1/2015	Draw 2-A		430,175.20	Spirit Properties, Inc.	Sidestreet Grille relocation
12/22/2015	12/8/2015			5,000.00	Tony D. Flach	deposit return for moving 724 North River Road
12/17/2015	11/8/2015	1767		300.00	Valley Green & Associates	moving, trimming on Elm and Oak St
12/17/2015	11/8/2015	1700		300.00	Valley Green & Associates	moving, trimming on N Terrace and N River Rd
12/17/2015	11/16/2015			217.53	Erik Domier	secure window at Howard Johnson
12/17/2015	12/1/2015	481194656		195.22	Xcel Energy	Service to 1330 Elm St, 1326 Elm and 1322 Elm
12/21/2015	12/7/2015	6601707039		1,082.28	City of Fargo	Service to 1 2nd St S, Park East Apts
12/21/2015	12/11/2015	482657778		10,972.75	Xcel Energy	Service to 1 2nd St S, Park East Apts
12/17/2015	11/28/2015	4938		4,764.88	Sentry Security Inc	Security Patrol services for Park East Apt
12/17/2015	12/12/2015	4965		254.75	Sentry Security Inc	Security Patrol services for Park East Apt
12/17/2015	11/28/2015	4933		5,012.25	Sentry Security Inc	Security Patrol services for Howard Johnson's
12/17/2015	12/12/2015	4960		4,793.00	Sentry Security Inc	Security Patrol services for Howard Johnson's

Total 623,488.18

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	11/24/2015	138944	120007	986.00	Ohnstad Twichell, P.C.	Legal-DPAC
12/17/2015	11/24/2015	138974	150007	5,137.40	Ohnstad Twichell, P.C.	Legal-Garaas appeal

Total 6,123.40

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	12/8/2015	873236		36.67	Dawson Insurance	Add liability to properties in Pleasant Twp
12/17/2015	11/24/2015	139007	140007	13,977.63	Ohnstad Twichell, P.C.	Legal-ROW
12/17/2015	8/4/2015			8,084.70	Turfworks	weed control in Oxbow
12/1/2015	11/30/2015			5,000.00	Randy and Lisa Cramer	Earnest money
12/1/2015	11/30/2015			150,000.00	David Hasbargen and Wayne Zimmerman	Earnest money
12/15/2015	12/15/2015			356,024.01	The Title Company	Purchase property - Dale and Nan Mathiason
12/15/2015	12/15/2015			273,967.35	The Title Company	Replacement property-Dale and Nan Mathiason
12/17/2015	12/8/2015			2,435.00	Kevin Mahan and Erin Bradley	moving costs
12/17/2015	12/11/2015			1,059.46	Steve and Michelle Losing	Miscellaneous cost claims
12/17/2015	12/15/2015			2,210.00	Matthew and Rebecca Murphy	Down payment on blinds
12/18/2015	12/17/2015			141,000.00	Gregory Goldsmith and Briena Goldsmith	lot payment
12/18/2015	12/17/2015			69,590.00	Gregory Goldsmith and Briena Goldsmith	builder down payment
12/17/2015	12/7/2015			513.25	Laney's Inc.	fix sump pump at 5059 Mackenzie Cir
12/17/2015	11/8/2015	1699		780.00	Valley Green & Associates	mowing in Oxbow-Schnell Drive
12/17/2015	11/8/2015	1698		420.00	Valley Green & Associates	mowing at 5059 Mackenzie Cir
12/17/2015	11/8/2015	1697		350.00	Valley Green & Associates	mowing at Hickson house
12/17/2015	12/7/2015	1125474		23.88	Cass County Electric Cooperative	Service to 336 Schnell Drive
12/17/2015	12/7/2015	1106711		15.84	Cass County Electric Cooperative	Service to 345 Schnell Drive
12/17/2015	12/7/2015	1126250		131.25	Cass County Electric Cooperative	Service to 346 Schnell Drive
12/17/2015	12/7/2015	1122560		79.71	Cass County Electric Cooperative	Service to 349 Schnell Drive
12/17/2015	12/7/2015	1125656		254.11	Cass County Electric Cooperative	Service to 353 Schnell Drive
12/17/2015	12/7/2015	1123339		33.83	Cass County Electric Cooperative	Service to 357 Schnell Drive
12/17/2015	12/7/2015	1125655		81.12	Cass County Electric Cooperative	Service to 361 Schnell Drive
12/17/2015	12/7/2015	1125415		60.26	Cass County Electric Cooperative	Service to 748 Riverbend Rd
12/17/2015	12/7/2015	1125687		117.45	Cass County Electric Cooperative	Service to 752 Riverbend Rd
12/17/2015	12/7/2015	1122561		671.18	Cass County Electric Cooperative	Service to 5059 Mackenzie Cir
12/17/2015	12/12/2015	4973		426.06	Sentry Security, Inc.	Security Patrol services for Oxbow

Total 1,027,342.76

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/21/2015	9/23/2015	4506291	60998	135.45	Oxbow Golf and Country Club	reimbursement of equipment rental
12/21/2015	11/30/2015	11	1470	126,519.28	Oxbow Golf and Country Club	reimbursement of golf course construction
12/21/2015	12/4/2015	11721	18229	5,362.20	Oxbow Golf and Country Club	reimbursement of engineering topographical survey

Total 132,016.93

Grand Total 2,001,220.40



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

RECEIVED

DEC 21 2015

DEC 18 2015

CASS COUNTY COMMISSION

Planning, Programs and Project Management Division
Project Management Branch

SUBJECT: Fargo-Moorhead Metro Preconstruction, Engineering, and Design Phase

Chairman Darrell Vanyo
Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

Dear Chairman Vanyo:

Based upon the Division Board of Authority's August 13, 2015 meeting where the Corps funds request for FY15-16 was passed and in accordance with Article IV of the Design Cost Share Agreement executed on September 12, 2011, please provide cost share funds in the amount of \$700,000. These funds will count towards the required 5 percent cash contribution and are associated with Cost Share Control Record Number 531.

We request that \$700,000 be wired directly to the U.S. Army Corps of Engineers. We are providing the following information:

- a. Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking
- b. Advance Account Number: 293
- c. ROV Number: 1697
- d. Cost Share Number: 531

The instructions require a notification letter from the non-Federal sponsor 14 days in advance of the transfer. To do this, please email terryl.l.williams@usace.army.mil and shannon.e.gross@usace.army.mil with the date of transfer, amount and type of transfer. We will then forward this information to our point of contact at our finance center in Tennessee.

Please contact Shannon Gross of our Finance and Accounting Branch at (651) 290-5389, if additional help is required to complete the electronic funds transfer.

If you have any questions concerning the project, please contact me at (651) 290-5517 or at terryl.l.williams@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Williams', written over a large, stylized, leaf-like graphic element.

Terry Williams
Project Manager

cc:

Honorable Del Rae Williams
Mayor of Moorhead
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Honorable Dr. Tim Mahoney
Mayor of Fargo
200 Third Street North
Fargo, ND 58102

Mr. Bob Zimmerman
Moorhead City Hall
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Mr. Mark Bittner
Director of Engineering
200 Third Street North
Fargo, ND 58102

Mr. Keith Berndt
Cass County
211 9th Street South
PO Box 2806
Fargo ND 58108-2806

OHNSTAD TWICHELL, P.C.
 901 13TH AVENUE EAST
 PO BOX 458
 WEST FARGO ND 58078-0458
 WK 701-282-3249 FAX 701-282-0825
 Federal I.D. #45-0310621

December 31, 2015

FLOOD DIVERSION BOARD
PO BOX 2806
FARGO, ND 58108-2806

Invoice# 139950 JTS
 Our file# 151395 00000
 Billing through 12/16/2015

BOND COUNSEL WORK - PPP RESEARCH I

Balance forward as of invoice dated	11/30/15	\$7,209.00
Last payment received	12/23/2015	\$7,209.00
A/R adjustments made since last invoice		\$0.00
Accounts receivable balance carried forward		\$0.00

PROFESSIONAL SERVICES

11/23/2015	JTS	Receive call regarding Mayer Brown references; review and prepare questions for interview.		
		1.30 hrs	275.00 /hr	357.50
11/23/2015	JTS	Conference call regarding references for Debevoise & Plimpton.		
		0.30 hrs	275.00 /hr	82.50
11/23/2015	ZKJS	Research regarding necessity of performance and payment bonding for P3 project.		
		6.80 hrs	160.00 /hr	1088.00
11/24/2015	JTS	Prepare for and conduct reference call regarding Mayer Brown- follow up with Illinois Department of Transportation.		
		0.30 hrs	275.00 /hr	82.50
11/24/2015	ZKJS	Interoffice conference with attorney John Shockley regarding bonding; research and draft memo regarding performance and payment bonding requirements.		
		5.60 hrs	160.00 /hr	896.00
11/25/2015	JTS	Brief conference call with Martin.		
		0.30 hrs	275.00 /hr	82.50
11/25/2015	ZKJS	Research and draft memorandum to attorney John Shockley regarding performance and payment bonding requirements; research necessity of environmental permits for diversion channel; interoffice conference with attorney Chris McShane regarding same.		
		5.60 hrs	160.00 /hr	896.00
11/27/2015	CAS	Left telephone message for Magnus Ericsson; long distance telephone conference with Sonia McMillan to set up interview.		
		0.30 hrs	150.00 /hr	45.00
11/27/2015	ZKJS	Research and draft memo to attorney John Shockley regarding performance and payment bonding for P3 project.		
		1.50 hrs	160.00 /hr	240.00
11/29/2015	ZKJS	Research and draft memo to attorney John Shockley regarding MN DNR permits for diversion channel.		
		3.80 hrs	160.00 /hr	608.00
11/30/2015	AJM	Emails with a reference for P3 National Counsel finalist; schedule phone conference		

PURSUANT TO SECTION 13-01-14, NDCC, A LATE PAYMENT CHARGE OF 1% PER MONTH IS ASSESSED UPON ACCOUNTS NOT PAID 30 DAYS FROM BILLING DATE. THANK YOU.

		between attorney John Shockley and reference.	0.40 hrs	125.00 /hr	50.00
11/30/2015	ZKJS	Finishing drafting memo regarding permits; review memo regarding performance and payment bonding; interoffice conferences with attorney John Shockley regarding bonding and legal services agreement for P3 national counsel; research legal services agreements.	3.60 hrs	160.00 /hr	576.00
12/01/2015	CMM	Review memorandum prepared by attorney Katie J. Stearns regarding performance and payment bonds; review the statutes cited and suggest changes to the memorandum.	1.30 hrs	275.00 /hr	357.50
12/01/2015	JTS	Conference call with Ashurst reference.	0.40 hrs	275.00 /hr	110.00
12/01/2015	ZKJS	Draft legal services agreement and work order for P3 national counsel.	4.60 hrs	160.00 /hr	736.00
12/02/2015	JTS	Attend interviews of B+ P and MB.	4.00 hrs	275.00 /hr	1100.00
12/02/2015	JTS	Conference call with Ernst and Young regarding financial analysis for the diversion project.	1.00 hrs	275.00 /hr	275.00
12/02/2015	JTS	Conference with associate regarding performance and payment bond memo.	0.50 hrs	275.00 /hr	137.50
12/02/2015	ZKJS	Draft legal services agreement for P3 national counsel; interoffice conference with attorney John Shockley regarding performance and payment bonding requirements for P3; update memo to attorney John Shockley regarding performance and payment bonding requirements.	4.70 hrs	160.00 /hr	752.00
12/03/2015	JTS	Attend interview with national PPP law firm provider.	2.60 hrs	275.00 /hr	715.00
12/04/2015	ZKJS	Meeting with attorney John Shockley and Schneider; interoffice conference with attorney John Shockley about upcoming P3 projects.	1.70 hrs	160.00 /hr	272.00
12/07/2015	JTS	Conference call with Ashurst.	1.00 hrs	275.00 /hr	275.00
12/07/2015	JTS	Send e-mail to Ashurst.	0.30 hrs	275.00 /hr	82.50
12/08/2015	CMM	Review memorandums regarding quick take and permitting; provide comments to attorney Katie J. Stearns and instruct her to conduct additional research.	2.60 hrs	275.00 /hr	715.00
12/08/2015	ZKJS	Interoffice conference with attorney Chris McShane; update memos to attorney John Shockley regarding eminent domain authority and MN DNR permitting requirements.	5.50 hrs	160.00 /hr	880.00
12/09/2015	JTS	Review and refine the memo on performance and payment bonding.	0.50 hrs	275.00 /hr	137.50
12/15/2015	CMM	Review Memorandum from attorney Katie J. Stearns regarding public purpose if the project is being constructed by the concessionary.	0.40 hrs	275.00 /hr	110.00
12/15/2015	JTS	Recieve; review and revise draft scope of services agreement from Ashurst law firm; e-mail correspondence with selection team.	3.50 hrs	275.00 /hr	962.50
12/15/2015	ZKJS	Update memorandum regarding eminent domain and P3; interoffice conference with attorney Chris McShane regarding updates.	1.40 hrs	160.00 /hr	224.00
12/16/2015	LWC	Edit and revise a legal services agreement between the Diversion Authority and Ashurst LLP. Made changes to the document to make it flow, implemented a word order attachment to the legal services agreement.	2.00 hrs	150.00 /hr	300.00

Total fees for this matter

\$13,145.50

EXPENSES

11/27/2015 Long distance telephone calls

\$3.50

11/30/2015 Westlaw research

\$450.00

Total expenses for this matter

\$453.50

BILLING SUMMARY

Total fees

\$13,145.50

Total expenses

\$453.50

Total of new charges for this invoice

\$13,599.00

Total balance now due

\$13,599.00



ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

December 22, 2015

RECEIVED

DEC 28 2015

CASS COUNTY COMMISSION

FM Diversion Authority
Attn: Keith Berndt
Box 2806
Fargo, ND 58108

Re: City of Fargo fiber relocation for the 2nd Street North Floodwall Project
(WP42F.1.S)

Dear Mr. Berndt:

Enclosed is an invoice for the work that was completed in 2015 along with an estimate for the remaining work to be completed in 2016 to relocate the City of Fargo fiber that was located along 2nd Street, North of 1st Avenue North, for the 2nd Street North Floodwall Project (WP42F.1.S)

Respectfully submitted,

Brenda E. Derrig, P.E.
Division Engineer – Engineering Services

C: Ron Gronneberg
Jenica Flanagan

Albertson, Andy/BOI

From: Jamie Bullock <JBullock@cityoffargo.com>
Sent: Wednesday, December 30, 2015 7:39 AM
To: APInvoicesFMDiv
Cc: Jenica Flanagan
Subject: FW: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation
Attachments: 20151228110419993.pdf

Hi Andy -

I spoke to Jenica about the attached reimbursement request from the City of Fargo and the \$40,000 estimated amount to complete in 2016. We are thinking this should not be reimbursed by the DA until the City completes the work and knows the exact amount. Please lower the request from \$307,983.70 to \$267,983.70.

Brenda is out of the office, but we will talk to her about this when she returns.

Thanks!

JAMIE BULLOCK, CPA | Grants Accountant | City of Fargo, North Dakota | 200 3rd St N Fargo, ND 58102
o: 701-241-1358 | f: 701-476-6754 | e: jbullock@cityoffargo.com

-----Original Message-----

From: APInvoicesFMDiv@ch2m.com [mailto:APInvoicesFMDiv@ch2m.com]
Sent: Monday, December 28, 2015 12:10 PM
To: Jamie Bullock <JBullock@cityoffargo.com>
Subject: FW: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation

Hi Jamie,

Does the attached invoice that Heather sent over today need to be approved at the Finance committee meeting? Thanks

Andy Albertson
M 541 602 6382
CH2M

-----Original Message-----

From: Worden, Heather [mailto:WordenH@casscountynd.gov]
Sent: Monday, December 28, 2015 10:10 AM
To: APInvoicesFMDiv <APInvoicesFMDiv@ch2m.com>
Cc: Edwards, Brielle <EdwardsB@casscountynd.gov>; Montplaisir, Michael <MontplaisirM@casscountynd.gov>; Costin, Kent <kcostin@cityoffargo.com>; Berndt, Keith <BerndtK@casscountynd.gov>
Subject: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation

Heather Worden, Administrative Assistant Cass County Commission
211 9th Street South
PO Box 2806
Fargo ND 58108-2806
(701) 241-5609



City of Fargo
200 N 3rd St
Fargo, ND 58102

INVOICE

Date	Invoice #
12/15/2015	1

Bill To
FM Diversion Authority Attention Keith Berndt Box 2806 Fargo, ND 58108

City of Fargo's cost to relocate the existing line along 2nd Street:

MVM Contracting	\$255,718.70
Completed 2015 need, receiving quotes to complete in 2016	\$40,000 (estimated)
11 Vaults with lids	\$12,265.00
Total:	\$307,983.70



3350 35th Ave S
 Fargo, ND 58104
 Phone: (701) 205-1330
 Fax: (701) 205-1338
 www.mvmcontracting.com

Invoice

Date	Invoice #
7/31/2015	4725

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms		Due Date	
Brenda		Downtown Duct Bank Project			Net 30		8/30/2015	
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodger pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	128,158.79	50.12%	0.28431	28.43%	72,703.16	78.55%

*OK
 BED
 12-4-15
 Forward to
 Division*

Thank you for your business.	Total	\$72,703.16
	Payments/Credits	\$0.00
	Balance Due	\$72,703.16



3350 35th Ave S
 Fargo, ND 58104
 Phone: (701) 205-1330
 Fax: (701) 205-1338
 www.mvmcontracting.com

Invoice

Date	Invoice #
8/31/2015	4868

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms	Due Date		
Brenda		Downtown Duct Bank Project			Net 30	9/30/2015		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodder pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	200,861.95	78.55%	0.19204	19.20%	49,107.57	97.75%
Thank you for your business.					Total		\$49,107.57	
					Payments/Credits		\$0.00	
					Balance Due		\$49,107.57	

*ok
 BEB
 12-4-15
 Forward
 to Division*



3350 35th Ave S
 Fargo, ND 58104
 Phone: (701) 205-1330
 Fax: (701) 205-1338
 www.mvmcontracting.com

Invoice

Date	Invoice #
9/30/2015	4977

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms		Due Date	
Brenda		Downtown Duct Bank Project			Net 30		10/30/2015	
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodger pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	249,969.52	97.75%	0.02248	2.25%	5,749.18	100.00%
Thank you for your business.					Total		\$5,749.18	
					Payments/Credits		\$0.00	
					Balance Due		\$5,749.18	

*OK
 BEP
 12-4-15
 Forward to
 Division*

PURCHASE ORDER

PAGE: 1

P.O. #: 180061

DATE: 08/25/15

COPY

BORDER STATES INDUSTRIES
DBA BORDER STATES ELECTRI
NW 7235
PO BOX 1450
MINNEAPOLIS, MN 55485-1450

SHIP TO:
CITY OF FARGO
CITY ENGINEERS
200 3RD ST N
PO BOX 2083
FARGO, ND 58107

VENDOR #
156

DELIVER BYSHIP VIA:
12/30/15

TERMS
NET

CONFIRM BY

CONFIRM TO
LINDSEY TESTER

REQUISITIONED BY
BEV 476-6750

FREIGHT

CONTRACT NO. ACCOUNT NO.
40130155103899

PROJECT REQ. NO. REQ. DAT
BP0033 202726 08/17/15

LINE#	QUANTITUOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0LS	FM-14-92 UTILITY RELOCATIONS 2ND ST (DIVERSION)	12265.0000	12265.00
2	1.0LS	CITY SHARE	5575.0000	5575.00
			SUB-TOTAL	17840.00
			TOTAL	17840.00

R 8-25-15



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Electrical Wholesale Supply of Utah | Western Extralite

INVOICE

BSE Invoice: 909479176
Cust Acct#: 25122
P.O.#: Al Schumacher
Sales Order#: 15680937
Sales Doc Type: Special Order
Ship Condition: UPS / Parcel
Inco terms: FOB ORIGIN
Payment Terms: Net 25th prox

Date: 06/15/2015

PO180061

Border States Electric - FGO
605 25th St S
 Fargo ND 58103
Phone: 701-293-5833

City of Fargo-Traffic Eng
P.O. Box 2083
Fargo ND 58107-2083

Please remit to:
Border States Electric Supply
NW 7235
P.O. Box 1450
Minneapolis MN 55485-1450

Ship to:
City of Fargo
Al Schumacher 701-730-8673
1102 7th Ave North
Fargo ND 58102

Cust Item	BSE Item	Material	Order Qty	Ship Qty	Back Ordered	Price	Per UoM	Total Value
		MFG - Description						
000010	1353379	16 EA	16			820.00 /1	EA	13,120.00
		QUC - PD3048BA48 FLARED BOX OPN BASE 48-IN						
000020	2476837	16 EA	16			295.00 /1	EA	4,720.00
		QUC - PG3048CA0046 CVR BD 30X48X3/HW-TRAFF SIG						

Total due by 07/25/2015	Freight \$	0.00
Mail at least 5 business days before due date.	Total \$	17,840.00
	State Tax \$	0.000 % 0.00
	County Tax \$	0.000 % 0.00
	Local Tax \$	0.000 % 0.00
	Other Tax1 \$	0.000 % 0.00
	Other Tax2 \$	0.000 % 0.00
	Other Tax3 \$	0.000 % 0.00
	Tax Subtotal \$	0.00
	Net Invoice Amount \$	17,840.00

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstateselectric.com>

11- Diversion 12,265
5- City 5,575

*OK
BED
FM-14-92
8-13-15*

401 3015 510 3899
BP 0033

Bev Martinson

From: April Walker
Sent: Friday, August 14, 2015 4:19 PM
To: Bev Martinson
Subject: FW: Account number request

See below.

Respectfully,

April E. Walker, PE., C.F.M.
City Engineer
City of Fargo
200 N 3rd Street
Fargo, ND 58102

*Utility Relocation
2nd Street*

Office 701-241-1554
Fax 701-241-8101
awalker@cityoffargo.com

From: Jenica Flanagan
Sent: Friday, August 14, 2015 1:24 PM
To: April Walker; Brenda Derrig
Cc: Kent Costin
Subject: RE: Account number request

April/Brenda,

I've set up project code BP0033 to track these costs. The costs will be coded to Fund 401.

For the installation you can use the other services line 401-3015-510.38-99 and project code BP0033.

Please let me know if you have any questions.

Thank you!

JENICA FLANAGAN, CPA | Accounting Manager | Finance | City of Fargo, North Dakota | 200 N 3 St. Fargo, ND 58102
o: 701-241-1305 | f: 701-476-6754 | jflanagan@cityoffargo.com

From: Kent Costin
Sent: Friday, August 14, 2015 11:50 AM
To: Jenica Flanagan
Cc: April Walker
Subject: FW: Account number request

Jenica,

Invoice

December 11, 2015
Invoice No: 007098



2201 12th St N, Ste E
Fargo, ND 58102
701-280-0500
www.obernel.com
FEIN# 45-0427241

OBERMILLER NELSON ENGINEERING
BUILDING SYSTEMS CONSULTANTS

Ron Gronneberg
City of Fargo
200 N. 3rd St.
Fargo, ND 58102
Project Manager Anthony Nelson

Project 2015090 City of Fargo Fiber Infrastructure

Professional Services through December 5, 2015

Discipline ELEC Electrical Design - Reimbursable Flood Relocation

Professional Personnel

	Hours	Rate	Amount
Mechanical Project Manager	1.50	115.00	172.50
Senior Electrical Project Manager	12.50	155.00	1,937.50
Electrical Tech - Level III	1.25	85.00	106.25
Clerical	.50	45.00	22.50
Totals	15.75		2,238.75
Total Labor			2,238.75

Reimbursable Expenses

Mileage Expense			
9/23/2015 Nelson, Anthony	Mileage		3.36
Total Reimbursables			3.36

Total this Discipline

\$2,242.11

3.36
Diversiion

Discipline WTFC Water Tower Fiber Connections

Professional Personnel

	Hours	Rate	Amount
Intern Electrical Engineer	2.00	95.00	190.00
Totals	2.00		190.00
Total Labor			190.00

Total this Discipline

190.00

COF

\$190.00

Total this Invoice

\$2,432.11

790-7950-429.73-70 002808

Billing Backup

Friday, December 11, 2015

Obermiller Nelson Engineering

Invoice 007098 Dated 12/11/2015

10:21:09 AM

Discipline ELEC Electrical Design - Reimbursable Flood Relocation

Professional Personnel

			Hours	Rate	Amount
	Mechanical Project Manager				
9438	2 - Ellingson, Cody	9/2/2015	1.50	115.00	172.50
	Senior Electrical Project Manager				
9453	21 - Nelson, Anthony	9/1/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/3/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/4/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/8/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/14/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/18/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/21/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/22/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/23/2015	1.50	155.00	232.50
9453	21 - Nelson, Anthony	9/24/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/25/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/28/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/29/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/30/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/1/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/5/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/6/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/7/2015	.50	155.00	77.50
	Electrical Tech - Level III				
9434	18 - Larson, Benjamin	9/3/2015	1.25	85.00	106.25
	Clerical				
9489	9 - Beitz, Nicole	9/4/2015	.50	45.00	22.50
	Create pdf's and combine into one for ARN.				
	Totals		15.75		2,238.75
	Total Labor				2,238.75

Reimbursable Expenses

Mileage Expense					
EX 001959	9/23/2015	Nelson, Anthony / Mileage		3.36	
	Total Reimbursables			3.36	3.36
				Total this Discipline	\$2,242.11

Discipline WTFC Water Tower Fiber Connections

Professional Personnel

			Hours	Rate	Amount
	Intern Electrical Engineer				
9483	14 - Wentland, Brian	10/7/2015	2.00	95.00	190.00
	Help Tony do estimates and distances based off owner notes.				
	Totals		2.00		190.00
	Total Labor				190.00

Project	2015090	City of Fargo Fiber Infrastructure	Invoice	007098
---------	---------	------------------------------------	---------	--------

Total this Discipline \$190.00

Total this Project \$2,432.11

Total this Report \$2,432.11

Edwards, Brielle

From: APIInvoicesFMDiv@ch2m.com
Sent: Monday, December 28, 2015 12:16 PM
To: Edwards, Brielle
Subject: FW: ONE Invoice
Attachments: Scan 001.pdf

Hi Brielle,

The attached invoice will need to be approved at the Finance committee meeting in January. Only the \$2,242.11 portion is to be paid by the Diversion Authority as noted below by Jamie.

Andy Albertson
M 541 602 6382
CH2M

-----Original Message-----

From: Jamie Bullock [mailto:JBullock@cityoffargo.com]
Sent: Monday, December 28, 2015 11:01 AM
To: APIInvoicesFMDiv <APIInvoicesFMDiv@ch2m.com>
Subject: ONE Invoice

Hi Andy -


This invoice will need to be approved at the Finance Committee meeting. Only the \$2,242.11 is owed by the Diversion, the \$190.00 was paid by the City of Fargo. We have asked that in the future they bill these two projects separately.

Thanks!

JAMIE BULLOCK, CPA | Grants Accountant | City of Fargo, North Dakota | 200 3rd St N Fargo, ND 58102
o: 701-241-1358 | f: 701-476-6754 | e: jbullock@cityoffargo.com

-----Original Message-----

From: AUWC4250@cityoffargo.com [mailto:AUWC4250@cityoffargo.com]
Sent: Monday, December 28, 2015 1:04 PM
To: Jamie Bullock <JBullock@cityoffargo.com>
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.

2015 Summary of Tax Statements
Statement Group: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806



Parcel No	Statement No	Owner	Taxes	Payment Option 1		Payment Option 2	
				Discount Available	Due By Feb 16, 2016	Installment 1 Mar 01, 2016	Installment 2 Oct 17, 2016
02-0810-00110-000	150137544	DIVERSION BOARD OF AUTHORITY	3,606.11		3,606.11	3,606.11	
02-0810-00140-000	150137547	DIVERSION BOARD OF AUTHORITY	3,603.87		3,603.87	3,603.87	
02-0810-00150-000	150137548	DIVERSION BOARD OF AUTHORITY	3,631.82		3,631.82	3,631.82	
02-0810-00230-000	150137557	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00240-000	150137558	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00250-000	150137559	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00270-000	150137561	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
27-0000-01600-000	150153594	METRO FLOOD DIVERSION AUTHORITY	1,588.84	-54.32	1,534.52	1,045.67	543.17
27-0000-01601-000	150153595	METRO FLOOD DIVERSION AUTHORITY	1,441.92	-46.97	1,394.95	972.23	469.69
27-0000-01649-000	150153654	METRO FLOOD DIVERSION AUTHORITY	1,458.83	-47.31	1,411.52	985.70	473.13
57-0000-10232-000	150160801	METRO FLOOD DIVERSION AUTHORITY	735.17	-36.76	698.41	367.59	367.58
57-0000-10233-000	150160802	METRO FLOOD DIVERSION AUTHORITY	1,032.54	-51.63	980.91	516.27	516.27
57-0000-10240-030	150160813	METRO FLOOD DIVERSION AUTHORITY	2,661.28	-131.12	2,530.16	1,350.13	1,311.15
59-0000-10802-000	150161473	METRO FLOOD DIVERSION AUTHORITY	1,868.94	-73.29	1,795.65	1,136.07	732.87
59-0000-10809-000	150161486	METRO FLOOD DIVERSION AUTHORITY	2,261.79	-87.98	2,173.81	1,381.95	879.84
59-0000-10849-000	150161551	METRO FLOOD DIVERSION AUTHORITY	4,866.57	-67.26	4,799.31	4,193.99	672.58
59-0000-10850-000	150161552	METRO FLOOD DIVERSION AUTHORITY	2,833.38	-74.23	2,759.15	2,091.04	742.34
59-0000-10851-000	150161553	METRO FLOOD DIVERSION AUTHORITY	4,307.58	-91.02	4,216.56	3,397.35	910.23
59-0000-10852-000	150161554	METRO FLOOD DIVERSION AUTHORITY	5,025.00	-75.18	4,949.82	4,273.20	751.80
59-0000-10865-000	150161594	METRO FLOOD DIVERSION AUTHORITY	5,219.84	-91.67	5,128.17	4,303.13	916.71
# of Parcels: 20		Totals:	60,786.80	-928.74	59,858.06	51,499.44	9,287.36

**FM Diversion Authority
2015 Statement of Taxes**

<u>Parcel Number</u>	<u>Address</u>	<u>12/31/2014 Uncertified Specials</u>	<u>2015 Certified Principal</u>	<u>2015 Certified Interest</u>	<u>2015 Taxes</u>	<u>Total Due</u>	<u>12/31/2015 Uncertified Specials</u>	<u>Vcode</u>	
<u>West Fargo Properties</u>									
02-0810-00110-000	3833 W 14th St	19,488.78	2,631.65	974.43	0.03	3,606.11	16,857.13	V01701	OK
02-0810-00140-000	3905 W 14th St	19,477.15	2,629.99	973.85	0.03	3,603.87	16,847.16	V01701	OK
02-0810-00150-000	3917 W 14th St	19,628.46	2,650.36	981.43	0.03	3,631.82	16,978.10	V01701	Sold to Krueger Construction - Don't think we owe - County's Tax site lists
02-0810-00230-000	3832 W 14th St	19,785.25	2,671.53	989.27	0.03	3,660.83	17,113.72	V01701	Krueger Construction as Owner Sold to Heritage Homes - Don't think we owe - County's Tax site lists Diversion Board as Owner
		<u>\$ 78,379.64</u>	<u>\$ 10,583.53</u>	<u>\$ 3,918.98</u>	<u>\$ 0.12</u>	<u>\$ 14,502.63</u>	<u>\$ 67,796.11</u>		

<u>Account #</u>	<u>Project</u>	<u>Amount</u>
790-7930-729.80-17	Property Tax - FMDA V01701	\$ 14,502.63

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00110-000
Statement Number: 150137544-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,606.11
Less discount: 0.00
Amount due by Feb 16, 2016 3,606.11
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,606.11
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137544-0

Parcel Number: 02-0810-00110-000
Owner: DIVERSION BOARD OF AUTHORITY
Legal Description: Lot: 11 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 11 BLK 1 **1-10-06 ANNEXED FRM 25-0000-02861-050

Jurisdiction: City of West Fargo
Physical Address: 3833 14 ST W
WEST FARGO, ND 58078

2015 TAX BREAKDOWN
Net consolidated tax 0.00
Plus: Special Assessments 3,606.08
Plus: Drains 0.03
Total tax due: 3,606.11
Less discount, if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,606.11
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,606.11
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00140-000
Statement Number: 150137547-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,603.87
Less discount: 0.00
Amount due by Feb 16, 2016 3,603.87
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,603.87
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼ Detach here and mail with your payment ▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137547-0

Parcel Number: 02-0810-00140-000
Owner: DIVERSION BOARD OF AUTHORITY
Legal Description: Lot: 14 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 14 BLK 1 ***1-10-06 ANNEXED FRM 25-0000-02861-050

Jurisdiction: City of West Fargo
Physical Address: 3905 14 ST W
WEST FARGO, ND 58078

2015 TAX BREAKDOWN
Net consolidated tax 0.00
Plus: Special Assessments 3,603.84
Plus: Drains 0.03
Total tax due: 3,603.87
Less discount, if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,603.87

Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,603.87
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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****Notes:**
1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00230-000
Statement Number: 150137557-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,660.83
Less discount: 0.00
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:

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

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137557-0

Parcel Number: 02-0810-00230-000
Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY
Physical Address: 3832 14 ST W
WEST FARGO, ND 58078
Legal Description: Lot: 5 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 5 BLK 2 **1-10
-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax 0.00
Plus: Special Assessments 3,660.80
Plus: Drains 0.03
Total tax due: 3,660.83
Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,660.83

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00240-000
Statement Number: 150137558-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,660.83
Less discount: 0.00
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼ Detach here and mail with your payment ▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137558-0

Parcel Number: 02-0810-00240-000
Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY
Physical Address: 3820 14 ST W
WEST FARGO, ND 58078
Legal Description:
Lot: 6 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 6 BLK 2 **1-10
-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax 0.00
Plus: Special Assessments 3,660.80
Plus: Drains 0.03
Total tax due: 3,660.83
Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,660.83

Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:

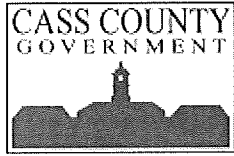
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Property Detail Report

02-0810-00240-000		Newest Statement (2015 - #150137558)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3820 14 ST W	Consolidated:	\$0.00
	WEST FARGO ND 58078		
Mail To:	DIVERSION AUTHORITY	Specials:	\$3,660.80
	PO BOX 2806		
	FARGO ND 58108-2806		
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 6 Block: 2 HAYDEN HEIGHTS LT 6 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137558 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00250-000
Statement Number: 150137559-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,660.83
Less discount: 0.00
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137559-0

Parcel Number: 02-0810-00250-000
Owner: DIVERSION BOARD OF AUTHORITY
Legal Description: Lot: 7 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 7 BLK 2 **1-10 -06 ANNEXED FRM 25-0000-02861-050

Jurisdiction: City of West Fargo
Physical Address: 3808 14 ST W
WEST FARGO, ND 58078

2015 TAX BREAKDOWN
Net consolidated tax 0.00
Plus: Special Assessments 3,660.80
Plus: Drains 0.03
Total tax due: 3,660.83
Less discount, if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

- **Notes:**
1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
 2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Property Detail Report

02-0810-00250-000		Newest Statement (2015 - #150137559)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3808 14 ST W WEST FARGO ND 58078	Consolidated:	\$0.00
Mail To:	DIVERSION AUTHORITY PO BOX 2806 FARGO ND 58108-2806	Specials:	\$3,660.80
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 7 Block: 2 HAYDEN HEIGHTS LT 7 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137559 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00270-000

Statement Number: 150137561-0

Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due:	3,660.83
Less discount:	0.00
Amount due by Feb 16, 2016	3,660.83
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

MAKE CHECK PAYABLE TO:

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

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137561-0

Parcel Number:	02-0810-00270-000	Jurisdiction:	City of West Fargo
Owner:	DIVERSION BOARD OF AUTHORITY	Physical Address:	3772 14 ST W WEST FARGO, ND 58078
Legal Description:	Lot: 9 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 9 BLK 2 **1-10 -06 ANNEXED FRM 25-0000-02861-050		

2015 TAX BREAKDOWN

Net consolidated tax	0.00
Plus: Special Assessments	3,660.80
Plus: Drains	0.03
Total tax due:	3,660.83
Less discount,	
if paid by Feb 16, 2016	
Amount due by Feb 16, 2016	3,660.83

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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****Notes:**

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Property Detail Report

02-0810-00270-000		Newest Statement (2015 - #150137561)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3772 14 ST W	Consolidated:	\$0.00
	WEST FARGO ND 58078		
Mail To:	DIVERSION AUTHORITY	Specials:	\$3,660.80
	PO BOX 2806		
	FARGO ND 58108-2806		
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 9 Block: 2 HAYDEN HEIGHTS LT 9 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137561 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



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Parcel Number: 02-0810-00150-000
Statement Number: 150137548-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,631.82
Less discount: 0.00
Amount due by Feb 16, 2016 3,631.82
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,631.82
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼ Detach here and mail with your payment ▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137548-0

Parcel Number: 02-0810-00150-000
Owner: DIVERSION BOARD OF AUTHORITY
Legal Description: Lot: 15 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 15 BLK 1 **]-10-06 ANNEXED FRM 25-0000-02861-050

Jurisdiction: City of West Fargo
Physical Address: 3917 14 ST W
WEST FARGO, ND 58078

2015 TAX BREAKDOWN
Net consolidated tax 0.00
Plus: Special Assessments 3,631.79
Plus: Drains 0.03
Total tax due: 3,631.82
Less discount, if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,631.82
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,631.82
Payment 2: Pay by Oct 17, 2016 0.00

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P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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Krueger Construction

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 12/31/2015

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,225,991	62,767,901
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,225,991	62,767,901
State Water Commission	-	-	3,782,215	602,918	31,056,740	35,441,873
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,272,442	13,948,421
Lease/Rental Payments	-	-	17,358	154,180	180,341	351,879
Asset Sales	-	-	-	616,774	315,892	932,666
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	94,277,823	176,213,401
Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	4,650,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	278,727	963,981
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	22,515,587
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	20,678,459
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,801,402	79,470,448
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	362,902
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	21,007,693
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	16,326,506
7955 Construction Management	-	-	-	556,209	2,867,422	3,423,631
7990 Project Financing	-	50,000	70,000	216,376	529,391	865,767
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	7,527,861
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	95,708,632	178,543,353

FM Diversion Authority
FY 2015 Summary Budget Report (In Thousands)
October 1, 2014 through December 31, 2015
As of December 31, 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	2,738	34,354			24,686
Cass County	59,040	2,738	34,354			24,686
State of ND - 50% Match	57,200	3,882	27,788			29,412
State of ND - 100% Match	35,800	116	7,316			28,484
State of Minnesota	-	-	-			-
Other Agencies	13,120	608	7,634			5,486
Financing Proceeds	-	-	-			-
Sale of Assets	-	35	316			(316)
Property Income	-	-	193			(193)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	10,118	111,956			112,244
Funds Appropriated						
Army Corp Local Share	525	-	2,725		2,279	(4,479)
Management Oversight	7,200	328	9,508	132%	3,252	(5,560)
Technical Activities	16,575	52	7,728	47%	3,038	5,809
Land Acquisitions	106,700	3,547	61,764	58%	37,522	7,414
Construction	91,300	6,763	31,380	34%	36,853	23,067
Mitigation	-	-	-		-	-
Other Costs	1,900	35	645	34%	510	745
Total Appropriations	224,200	10,725	113,750	51%	83,453	26,997

**FM Diversion Authority
Summary of Cash Disbursements
December 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	1/6/2016	JB13150002	CITY OF FARGO	\$ 1,200.00	CHARGE COF TIME - 12/15	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				1,200.00			
790-7910-429.33-25	12/23/2015	264336	ERIK R JOHNSON & ASSOCIATES	8,001.90	LEGAL SERVICES THRU 11/25	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				8,001.90			
790-7915-429.33-05	12/30/2015	264612	RED RIVER BASIN COMMISSION	52,252.60	RR BASIN RETENTION STUDY	V02101	STUDY UPPER RR RETENTION
Total WIK - Project Design - Engineering Services				52,252.60			
790-7930-429.33-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	49,262.03	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	63,963.07	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	180,951.80	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,351.75	ULTEIG	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	4,709.10	ULTEIG	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Engineering Services				312,237.75			
790-7930-429.33-25	12/4/2015	528	P CARD BMO	91,161.41	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	272.00	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,089.60	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	340.00	OHNSTAD TWICHELL PC	V01202	Cass Joint Water DPAC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	28,341.59	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	9,206.97	OHNSTAD TWICHELL PC	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	225.00	OHNSTAD TWICHELL PC	V01202	Cass Joint Water DPAC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,843.50	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	512.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	12/23/2015	264336	ERIK R JOHNSON & ASSOCIATES	1,035.30	LEGAL SERVICES THRU 11/25	V00103	General & Admin. LERRDS
	Total LERRDS - North Dakota - Legal Services				134,027.37		
790-7930-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	28,496.85	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	101,034.27	CH2M	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	24,689.49	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	87,535.46	CH2M	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Construction Management				241,756.07			

**FM Diversion Authority
Summary of Cash Disbursements
December 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.38-61	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	2,474.00	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	5,015.38	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,435.75	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Security Services				10,925.13			
790-7930-429.41-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	94.79	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Water and Sewer				94.79			
790-7930-429.62-51	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	32.35	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	45.86	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	55.10	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	356.82	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	35.82	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	33.48	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	26.29	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	87.31	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	126.18	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	49.83	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	185.40	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	135.33	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,450.23	XVEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	Total LERRDS - North Dakota - Electricity				2,620.00		
790-7930-429.67-11	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	25,700.00	W HAUG & THE TITLE CO	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,175.00	WAYNE HAUG	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	5,250.00	THOMAS HOCKING	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,990.00	MARTIN COLEMAN	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Residential Buildings				38,115.00			
790-7930-429.67-12	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	495,848.75	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	919,922.62	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	288,443.93	SIDESTREET RELOCATION	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	100,000.00	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	11,648.49	MBA DEVELOPMENT COMPANY	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				1,815,863.79			

**FM Diversion Authority
Summary of Cash Disbursements
December 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.71-30	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	108,000.00	KENT & MELISSA RADEMACHER	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	124,000.00	JEFF & CATHERINE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	82,021.00	JEFF & CATHERINE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	148,000.00	OXBOW TALLEY CHECKS	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	81,366.00	OXBOW TALLEY CHECKS	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	77,000.00	KENT & MELISSA RADEMACHER	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	139,000.00	PAUL & VALERIE BENSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	50,000.00	KENT & VALERIE BENSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	182,437.38	WAYNE HAUG	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Land Purchases				991,824.38			
790-7950-429.73-20	12/23/2015	264377	LANDWEHR CONSTRUCTION INC	109,760.00	PARK EAST APT DEMOLITION	V02813	PARK EAST DEMOLITION
Total ND Construction - Site Improvements				109,760.00			
790-7950-429.73-52	12/2/2015	263743	INDUSTRIAL BUILDERS INC	476,302.25	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	12/2/2015	263743	INDUSTRIAL BUILDERS INC	996,799.10	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	12/16/2015	264174	INDUSTRIAL BUILDERS INC	247,499.00	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	12/23/2015	264357	INDUSTRIAL BUILDERS INC	942,053.12	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	12/2/2015	263744	INDUSTRIAL CONTRACT SERVICES INC	652,375.82	4 ST PUMP/2 ST FLOODWALL	V02805	PUMP STATION & FLOODWALL
	12/2/2015	263744	INDUSTRIAL CONTRACT SERVICES INC	982,281.45	4 ST PUMP/2 ST FLOODWALL	V02805	PUMP STATION & FLOODWALL
	12/30/2015	264542	INDUSTRIAL CONTRACT SERVICES INC	1,578,378.69	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
	Total ND Construction - Flood Control				5,875,689.43		
790-7950-429.73-70	12/16/2015	264109	AT&T	278,964.28	2 ST FLOODWALL/DIVERSION	V02809	AT&T WP42 UTILITY RELOCT
	12/16/2015	264109	AT&T	(278,964.28)	2 ST FLOODWALL/DIVERSION	V02809	AT&T WP42 UTILITY RELOCT
	12/16/2015	264124	CONSOLIDATED COMMUNICATIONS	167,817.05	DIVERSION UTILITY RELOCAT	V02803	EVENTIS WP42 UTILITY RLCT
	12/16/2015	264124	CONSOLIDATED COMMUNICATIONS	129,896.05	DIVERSION UTILITY RELOCAT	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264326	CONSOLIDATED COMMUNICATIONS	5,836.22	S ROUTE ENGINEER LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264326	CONSOLIDATED COMMUNICATIONS	623.92	S ROUTE ENGINEER LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264295	AT & T	278,964.28	REPLACE CABLE & CONDUIT	V02809	AT&T WP42 UTILITY RELOCT
Total ND Construction - Utilities				583,137.52			
790-7952-429.33-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	99,500.00	MOORE ENGINEERING	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	689.05	MOORE ENGINEERING	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	438.55	MOORE ENGINEERING	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	60,000.00	MOORE ENGINEERING	V01203	Cass Joint Water OHB
Total O/H/B Construction - Engineering Services				160,627.60			

**FM Diversion Authority
Summary of Cash Disbursements
December 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7952-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,000.00	GARY KILLEBREW/KILLERGOLF	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,000.00	GARY KILLEBREW/KILLERGOLF	V01204	Cass Joint Water OCC
Total O/H/B Construction - Construction Management				26,000.00			
790-7952-429.44-20	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,431.00	TEMPORARY PUMP	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	450.70	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	2,127.87	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	135.45	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,650.96	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,794.78	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
Total O/H/B Construction - Equipment & Vehicle Rent				7,590.76			
790-7955-429.33-06	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	6,312.00	CONCRETE TESTING	V02802	WP-42 MATERIALS TESTING
	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	1,417.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	16,787.25	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	10,676.60	MATERIALS TESTINIG	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	3,726.50	MATERIALS TESTINIG	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	20,055.85	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				58,975.20			
790-7955-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
Total Construction Management - Construction Management				260,000.00			
790-7990-429.34-55	12/9/2015	263967	JP MORGAN CHASE-LOCKBOX PROCESSING	5,992.32	OCT FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				5,992.32			
790-7990-520.80-20	12/1/2015	JB12150001	US BANK	28,645.83	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Financial Advisor				28,645.83			
Total Disbursed for Period				\$ 10,725,337.44			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of December 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	120,151,042.23	77,207,757.31	42,943,284.92	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	28,848,598.10	23,082,244.20	5,766,353.90	Engineering Services
INDUSTRIAL BUILDERS INC	25,133,047.86	8,152,686.36	16,980,361.50	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	18,665,819.01	17,390,819.01	1,275,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,709,063.63	11,560,660.14	6,148,403.49	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	14,804,345.96	13,839,776.53	964,569.43	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	4,650,000.00	2,279,000.00	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
CENTURYLINK COMMUNICATIONS	2,586,742.00	-	2,586,742.00	Utility Relocation
DORSEY & WHITNEY LLP	2,576,982.84	2,576,982.84	-	Legal Services
MINNESOTA DNR	2,188,007.43	2,188,007.43	-	EIS Scoping
URS CORPORATION	1,775,118.42	1,514,480.05	260,638.37	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS	1,706,312.00	518,918.27	1,187,393.73	Utility Relocation
LANDWEHR CONSTRUCTION INC	1,089,888.00	109,760.00	980,128.00	Demo Park East Apartments
XCEL ENERGY-FARGO	890,530.93	16,275.85	874,255.08	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
US BANK	478,737.22	478,737.22	-	Loan Advance Debt Service Payments
TERRACON CONSULTING ENGINEERS	450,000.00	232,416.11	217,583.89	Materials Testing
AT & T	441,330.44	278,964.28	162,366.16	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	417,845.36	417,845.36	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	350,000.00	90,414.71	259,585.29	Financial Advisor
CITY OF FARGO	332,078.71	332,078.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
702 COMMUNICATIONS	275,862.91	199,910.18	75,952.73	Utility Relocation
CASS COUNTY TREASURER	245,565.40	245,565.40	-	Property Tax
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of December 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
OHNSTAD TWICHELL PC	65,035.11	65,035.11	-	ROE and Bonding Legal Fees
FREDRIKSON & BYRON, PA	59,500.00	38,500.00	21,000.00	Lobbying Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
CLAY COUNTY AUDITOR	33,796.71	33,796.71	-	Property Tax, Home Buyout Demo
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	-	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
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
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
Grand Total	\$ 261,996,566.42	\$ 178,543,353.50	\$ 83,453,212.92	

**FM Diversion Authority
In-Town Levee Work
as of December 31, 2015**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,674,859.68	\$ 6,159,514.14
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	450,000.00	232,416.11
V02803	Enventis	2nd Street Utility Relocation	1,821,997.62	634,603.89
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	199,910.18
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,709,663.63	11,561,260.14
V02806	HMG	Services During Construction - Work Package 42	2,243,000.00	1,193,509.42
V02807	CCJWRD	In-Town Levee Work	2,189,450.10	2,189,450.10
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	603,696.60	278,964.28
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	890,530.93	16,275.85
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,458,188.18	1,993,172.22
V02813	Landwehr Construction	Park East Apartments Demolition	1,089,888.00	109,760.00
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,586,742.00	-
V01703	Various	In-Town Property Purchases	30,955,491.41	19,556,471.96
			\$ 86,152,114.48	\$ 44,179,540.34

FM Diversion Authority
Lands Expense - Life To Date
As of December 31, 2015

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Home Buyouts - Fargo									
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	2,840.39	47,168.14	2,450.99	-	-	399,729.79
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	78,889.24	14.79	-	-	388,792.27
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	8,001.02	71.57	-	-	238,269.00
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	62,362.63	81.00	-	-	292,426.07
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	44,688.72	89.09	-	-	174,476.06
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	919,205.33	62,408.87	-	-	9,984,056.40
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	55,452.01	-	-	-	284,464.68
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	2,295.00	34.76	-	(15,000.00)	191,787.59
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	2,700.85	-	-	-	241,214.08
26 North Terrace N, Fargo ND	9/11/2015	138,619.58	-	-	12,620.00	43.50	-	-	151,283.08
16 North Terrace N, Fargo ND	9/24/2015	227,987.50	-	-	96,717.14	-	-	-	324,704.64
301 3rd Ave N, Fargo ND	11/2/2015	3,266,079.60	-	-	3,154,943.93	-	-	-	6,421,023.53
1314 Elm Street N, Fargo ND		-	100,000.00	-	2,512.50	-	-	-	102,512.50
24 North Terrace N, Fargo ND	11/25/2015	182,437.38	-	-	28,875.00	-	-	-	211,312.38
Home Buyouts - Moorhead									
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	1,970.00	-	34,073.72	-	(8,440.00)	309,413.63
Home Buyouts - Oxbow									
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	10,599.10	-	19,786.48	(37,617.16)	-	336,596.72
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	2,781.89	-	30,017.65	-	-	136,887.33
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	3,143.13	-	13,191.53	(18,000.00)	-	511,305.39
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	3,055.99	6,869.44	1,884.14	-	-	490,512.55
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	57.76	-	-	310,946.27
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	10,549.70	1,335.41	-	-	2,710,112.08
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	205,649.82	61.27	-	-	686,495.39
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	506,044.10	120.42	-	-	975,242.65
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	309,992.53	219.96	-	-	616,937.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	312,212.95	188.99	-	-	806,744.81
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	176,524.79	244.64	-	-	643,490.23
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	267,757.65	139.71	-	-	757,988.68
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
326 Schnell Drive, Oxbow, ND		-	130,000.00	-	62,505.89	-	-	-	192,505.89
828 Riverbend Rd, Oxbow ND		-	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Dr, Oxbow ND		-	150,000.00	-	-	-	-	-	150,000.00
749 Riverbend Rd / 433 Trent Jones Dr		-	195,500.00	-	-	-	-	-	195,500.00
334 Schnell Dr / 751 River Bend Rd		-	146,226.00	-	-	-	-	-	146,226.00
350 Schnell Dr / 769 River Bend Rd		-	135,000.00	-	-	-	-	-	135,000.00
829 Riverbend Rd / 788 River Bend Rd		-	-	-	8,000.00	-	-	-	8,000.00
328 Schnell Dr / 347 Trent Jones Dr		-	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr		-	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr		-	238,500.00	-	-	-	-	-	238,500.00

FM Diversion Authority
Lands Expense - Life To Date
As of December 31, 2015

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
329 Schnell Dr / 417 Trent Jones Dr		-	180,000.00	-	-	-	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	-	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr		-	222,000.00	-	-	-	-	-	222,000.00
309 Schnell Dr / 261 S Schnell Dr		-	210,000.00	-	-	-	-	-	210,000.00
810 Riverbend Rd / 787 River Bend Rd		-	289,500.00	-	-	-	-	-	289,500.00
332 Schnell Dr / 421 Trent Jones Dr		-	158,000.00	-	-	-	-	-	158,000.00
833 Riverbend Rd / 446 Trent Jones Dr		-	269,000.00	-	-	-	-	-	269,000.00
821 Riverbend Rd / 434 Trent Jones Dr		-	185,000.00	-	-	-	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	229,366.00	-	-	-	-	-	229,366.00
337 Schnell Dr / 355 Trent Jones Dr		-	206,021.00	-	-	-	-	-	206,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	189,000.00	-	-	-	-	-	189,000.00
			-						-
Home Buyouts - Hickson			-						-
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	27,604.74	269.24	-	-	813,621.64
			-						-
Easements - Fargo			-						-
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	68,040.72
			-						-
Easements - Oxbow			-						-
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	55,500.00
			-						-
Farmland Purchases			-						-
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	(56,114.10)	-	1,580,115.90
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	(28,029.64)	-	915,530.41
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 - Rust	10/29/2014	955,901.00	-	2,265.76	-	-	(11,053.17)	-	947,113.59
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	464,600.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	594,108.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	-	-	433,409.00
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	-	-	1,196,215.00
			-						-
Land Purchases			-						-
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	219,899.45	-	-	-	(556,058.28)	147,857.17
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		-	27,000.00	-	-	-	-	-	27,000.00
			-						-
Total		39,425,478.03	4,156,468.00	261,024.64	6,410,143.12	200,000.28	(381,004.76)	(947,666.15)	49,124,443.16

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

Time Period for This Request: December 1, 2015 - December 31, 2015

Drawdown Request No: 22	
Requested Amount:	\$ 3,998,879
Total Funds Expended This Period:	\$ 7,881,321
Total Funds Requested at 100% Match	116,437
Remaining Funds Requested at 50% Match	7,764,884
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	3,882,442
Total Funds Requested:	\$ 3,998,879

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
Total State Funds Appropriated	244,000,000
Less: Payment #1 through #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 through #10 - FM Diversion Authority	(8,524,053)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Less: Payment #15 - FM Diversion Authority	(4,501,221)
Less: Payment #16 - FM Diversion Authority	(3,325,169)
Less: Payment #17 - FM Diversion Authority	(2,833,772)
Less: Payment #18 - FM Diversion Authority	(1,528,056)
Less: Payment #19 - FM Diversion Authority	(885,633)
Less: Payment #20 - FM Diversion Authority	(3,767,195)
Less: Payment #21 - FM Diversion Authority	(2,580,786)
Less: Payment #22 - FM Diversion Authority	(3,998,879)
Total Funds Reimbursed	(91,088,121)
Total State Fund Balances Remaining	\$ 152,911,879

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		7,315,460
Total Matching Funds Expended To Date		55,236,029
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 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority		(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority		(116,437)
Balance of Local Matching Funds Available	\$	6,277,910

Our ref: 1116192
Direct line: +1 212 205 7006
Email: jason.radford@ashurst.com

Ashurst LLP
Times Square Tower
7 Times Square
New York, NY 10036

Tel +1 212 205 7000
Fax +1 212 205 7020

www.ashurst.com

January 4, 2016

Flood Diversion Board of Authority

Box 2806
211 Ninth Street South
Fargo, ND 58108
Attention: Darrell Vanyo, Chairman

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Engagement of Ashurst LLP as counsel to Flood Diversion Board of Authority in connection with the Fargo-Moorhead Area Diversion Project

Dear Sir,

This letter relates to the engagement of Ashurst LLP ("**Ashurst**" or the "**LLP**") by the Flood Diversion Board of Authority, a political subdivision of the States of Minnesota and North Dakota (the "**Diversion Authority**" or "**you**"), to serve as the Diversion Authority's National PPP legal counsel in connection with the procurement of the Fargo-Moorhead Area Diversion Project (the "**Project**"). The purpose of this letter is to confirm the terms, conditions and scope of our engagement.

Ashurst will act as the Diversion Authority's National PPP legal counsel. Our engagement is limited to the representation of the Diversion Authority. Prior to commencing any work for the Diversion Authority, Ashurst shall first receive a Work Order ("**Work Order**") in the form attached as Appendix 2 to this letter. Ashurst shall receive assignments for work under this engagement through Work Orders authorized by the Diversion Authority and provided by local counsel, Ohnstad Twichell, P.C. The Diversion Authority shall compensate Ashurst only for work specified within such Work Orders. If Ashurst engages in work beyond the scope of any Work Order, the Diversion Authority shall not compensate Ashurst for that work.

Ashurst has not agreed to provide representation to any applicable directors, officers, partners, shareholders, subsidiaries, other affiliates or employees. Further, your contract is a contract with the LLP. There is no contract between you and any "partner", member, employee or consultant of the LLP (the term "partner" is used to refer to a member of Ashurst LLP or to an employee or consultant with equivalent standing and qualifications, or to an individual with equivalent status). Any advice given or other work done by a member, employee or consultant of the LLP is given or done by that person on behalf of the LLP and not in his or her individual capacity and, other than as required by law, no such person assumes any personal responsibility, obligation or duty with respect to such advice or other work. In addition, the LLP is not liable for any services provided by any third party instructed on your behalf.

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN PAPUA NEW GUINEA
SAUDI ARABIA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

Ashurst LLP is a limited liability partnership registered in England and Wales under number OC330252 and is part of the Ashurst Group. It is a law firm authorised and regulated by the Solicitors Regulation Authority of England and Wales under number 468653. A list of members of Ashurst LLP and their professional qualifications is open to inspection at its registered office Broadwalk House, 5 Appold Street, London EC2A 2HA. The term "partner" in relation to Ashurst LLP is used to refer to a member of Ashurst LLP or to an employee or to a consultant with equivalent standing and qualifications. The Ashurst Group has an office in each of the places listed above.

1. Our team

I (Jason Radford) will act as lead partner and I will supervise the services we provide in connection with the Project and our relationship with you. If you so choose, we may convene on a regular basis to ensure that we are delivering the service you expect.

I will be supported by my partners Charles Williams, Philip Vernon and Doug Bird in relation to the Project. We will also involve other attorneys of appropriate experience as may become necessary from time to time.

2. Scope of work

We will provide legal advice and support in relation to all aspects of the Project. Our work will be limited to items specified in the Work Orders as discussed above, but in general will include the work set forth in the section of your Request for Qualifications for Public-Private Partnership Legal Advisor Services dated October 16, 2015 entitled "Proposed Scope of Work". We will work together with the Diversion Authority, other Project stakeholders and third party advisors including CH2M HILL Engineers, Inc. (technical advisor), Ernst & Young Infrastructure Advisors, LLC (financial advisor) and Erik R. Johnson and Associates, LTD, Ohnstad Twichell, P.C. and Gray, Pannell & Woodward, LLP (local legal advisors) to provide coordinated advice in connection with the Project.

3. Our fees

Our fees will be based on the time spent by those people working on your matter and the hourly charging rates applicable to those people from time to time. The rates we charge vary according to the experience and qualifications of those people. We will offer the Diversion Authority a 10% discount on our standard current hourly rates. Our standard and discounted rates are as follows:

Status	Standard hourly rate (\$)	Discounted hourly rate (\$)
Partner	865-1,075	779-968
Counsel	740-790	666-711
Senior Associate	690-720	621-648
Associate	535-620	482-558
Junior Associate	440-460	396-414
Trainee attorney	285	257

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Status	Standard hourly rate (\$)	Discounted hourly rate (\$)
Paralegal	270	243

As set out more fully in the Legal Services Agreement ("**Legal Services Agreement**") attached as Appendix 1 to this letter, we charge separately for certain expenses. We will invoice you monthly and payment is due within 21 days of the date of the relevant invoice or at completion of the matter to which they relate, whichever is sooner. Our hourly rates will remain fixed until January 1, 2017 and will thereafter be subject to an annual adjustment in accordance with any general increase in our internal guideline hourly rates. Any increase in our hourly rates will be agreed in advance with the Diversion Authority in writing.

Our charges are exclusive of applicable taxes, if any, which would be charged at rates prevailing at the time we submit our bills.

4. **Reporting**

We can provide you with regular information and progress reports on this matter including the level of our outstanding unbilled fees and disbursements. Please let me know if you would like us to put any such arrangements in place. As the lead partner on this matter, I encourage you to provide feedback to me on the level and quality of service you receive from the Ashurst team.

5. **Confidentiality, limitation/exclusion of liability and dispute resolution**

I draw your attention to Sections 8, 15 and 29 of the Legal Services Agreement, which deal respectively with confidentiality, conflicts and the potential resolution of any disputes between us subject to any amendments set out in this letter.

6. **Legal Services Agreement/future appointments**

The Legal Services Agreement, except to the extent inconsistent with this letter, is incorporated by reference into this letter and shall apply to any future appointment unless we have provided you with different agreements prior to our acceptance of any such future appointment.

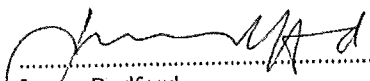
7. **Termination of engagement**

You may terminate our engagement in writing at any time. We may cease acting for you with good reason and on reasonable written notice. On termination you will pay all outstanding fees and expenses. All accrued rights and liabilities under this letter shall survive and remain in full force and effect notwithstanding termination. Ashurst reserves the right to destroy or otherwise dispose of materials relating to our representation described herein within a reasonable time after termination of our engagement. Thus, subject to ethical requirements and provisions of law applicable to client documents, Ashurst will have no obligation to retain files relating to its engagement beyond a reasonable period of time sufficient to permit you to request documents from Ashurst.



I very much appreciate the opportunity to work with the Diversion Authority on this important Project. If the terms of this engagement (including our Legal Services Agreement) are acceptable, please sign and date the acknowledgment attached to this letter and return it to me at your earliest convenience.

Yours sincerely,



.....
Jason Radford
Partner, for and on behalf of Ashurst LLP

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I acknowledge receipt of the letter of which this is a copy and the Legal Services Agreement enclosed with it, and I agree to the appointment of Ashurst LLP on the terms of that letter.

.....

Date:

Darrell Vanyo

Duly authorized signatory
for and on behalf of
Flood Diversion Board of Authority

The logo for the law firm Ashurst, consisting of the word "ashurst" in a lowercase, bold, sans-serif font.

APPENDIX 1
LEGAL SERVICES AGREEMENT

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LEGAL SERVICES AGREEMENT

Engagement of Ashurst LLP as counsel to Flood Diversion Board of Authority in connection with the Fargo—Moorhead Area Diversion Project.

1. GENERAL

This Legal Services Agreement (this "Agreement") applies to the services which Ashurst LLP supplies to its clients. In this Agreement, references to "Ashurst", "we", "us" or "our" are references to Ashurst LLP and any successor or assignee, and references to "Services" are a reference to the advice we give, as National PPP legal counsel, for the Flood Diversion Board of Authority, a political subdivision of the States of Minnesota and North Dakota (the "Diversion Authority" or "you") and the other work we do for you in connection with the procurement of the Fargo-Moorhead Area Diversion Project (the "Project"). Ashurst LLP is a limited liability partnership incorporated in England and Wales with registered number OC330252 and registered office at Broadwalk House, 5 Appold Street, London, EC2A 2HA.

When you instruct us we will normally send you a letter to record the scope of our work for you and the terms on which we will act (an "Engagement Letter"). The terms of any Engagement Letter and this Agreement will together form the contract between us in relation to your instructions.

This Agreement supersedes any earlier legal services agreement we may have provided to you.

A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". We have decided to retain the title of "partner" to describe members of Ashurst and some senior employees or consultants (whether employed or self-employed). There is, however, no general partnership between such members, employees or consultants or between the members, employees or consultants and Ashurst. Any reference in the course of your dealings with us to a person being a "partner" is a reference to that person in his capacity as a member, employee or consultant of Ashurst.

2. ASHURST LLP AND THE ASHURST GROUP

Ashurst LLP carries on business in a number of jurisdictions. In some jurisdictions, independent local partnerships, companies or other entities are authorized to use the name "Ashurst" or describe themselves as being affiliated with Ashurst LLP (together with Ashurst LLP the "Ashurst Group"). Some members of the Ashurst Group in addition to Ashurst LLP are also limited liability entities. Information about which Ashurst Group entity operates in any country can be found on our website www.ashurst.com. (If at any time you are uncertain of the name of the member of the Ashurst Group providing legal services, this will be available from your usual contact at Ashurst.)

If your matter requires advice or services to be obtained from a jurisdiction in which Ashurst LLP does not carry on business, you agree that we may, as your agent and on your behalf, retain whichever member of the Ashurst Group practices in that jurisdiction to provide the necessary advice or services. In the absence of any agreement to the contrary, that retainer will be on the standard terms of business of the relevant member of the Ashurst Group and on the same charging basis and/or fee rates as are agreed with Ashurst LLP.

Where we do this:

(a) you will have a contract for the provision of the relevant advice or services with the relevant member of the Ashurst Group and not with Ashurst LLP and any obligation or duty in respect of such advice or services will be owed to you by the relevant member of the Ashurst Group and not by Ashurst LLP;

(b) a separate engagement letter and/or legal services agreement may be issued to you by the relevant member of the Ashurst Group; and



(c) we will co-ordinate the provision of advice and services given to you by us and the other member of the Ashurst Group. In the absence of specific arrangements, we may send you a single bill covering our fees and fees of the relevant member of the Ashurst Group. We will account to the other member of the Ashurst Group for any of their fees we collect from you.

3. OUR ADVICE

Our advice on any matter is confidential and is provided to you solely for the purpose of the instructions set out in the Engagement Letter. Except with our prior written consent, it may not be relied upon for any other purpose or by any person other than you.

We are not responsible for advising on matters outside the scope of the Engagement Letter; nor for advising on changes in the law after we have delivered our advice; nor for any action or failure to act by you on the basis of draft advice before it has been finalized.

We are also not responsible for any losses caused by changes made to our work without our approval or for use of our work beyond the purposes for which it was provided.

Please take reasonable care at all times to protect your own interests, including satisfying yourself as to the commercial wisdom of any transaction or litigation which is the subject of your instructions to us. We provide legal services but not financial advice.

4. RELATIONSHIP PARTNER

The Engagement Letter will identify a "relationship partner" who will supervise the services we provide to you and our relationship with you. The relationship partner will offer to meet with you on a regular basis to ensure that we are delivering the service you expect and to discuss any potential for improvement. Ashurst LLP shall be responsible for provision of all office space necessary to complete work under the Engagement Letter.

5. OUR CHARGES

Hourly rates: Unless we agree otherwise our charges will be based on the time spent on your matter, applying guideline hourly rates as applicable from time to time.

Expenses: We shall charge you separately for such items as messenger and delivery or other courier service, computerized research charges, EDGAR filing services support, reasonable out of town travel expenses, fees for external lawyers, and similar third-party charges. If any such charge is known or expected to be in excess of \$1000, we will require your written approval before incurring such charge.

Estimates: We will, upon request, give you an estimate in the Engagement Letter of the likely level of our fees and expenses. Any estimate will be based on a number of assumptions and will therefore be a guide and not a quotation.

Reimbursable Travel Expenses: The Diversion Authority will be responsible for reimbursing Ashurst LLP for itemized travel expenses Ashurst LLP reasonably incurs while performing services under this Agreement.

- A. **Allowed Expenses:** Specifically, the Diversion Authority will reimburse Ashurst LLP for:
- (1) Reasonable and necessary transportation (including airfare) at Ashurst's actual cost. All air transportation is limited to coach fares. Private vehicle ground transportation is limited to the current IRS rate.
 - (2) Reasonable costs of meals associated with overnight travel, at Ashurst's actual cost.

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- (3) Reasonable lodging expenses incurred while traveling, at Ashurst LLP's actual cost.

6. BILLING

Billing: Unless we agree otherwise, we will invoice you on a monthly basis, both via electronic mail and via hard copy to the addresses listed in this Section 6. If you are arranging for any other person to pay our fees and expenses on a matter, you will remain liable for any amounts unpaid.

Ashurst must submit an original invoice to:

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108
Electronic mail: APIinvoicesFMDiv@ch2m.com

With a copy of the invoice to:

John T. Shockley
Ohnstad Twichell, P.C.
901- 13th Avenue East
P.O. Box 458
West Fargo, ND 58078
Electronic mail: JShockley@OhnstadLaw.com

Ashurst's invoices must be detailed and precise. Ashurst's invoices must clearly indicate fees and expenses incurred for the current billing period and include at least the following information:

- (1) Ashurst's name and address;
 - (2) Ashurst's federal employer identification number;
 - (3) Name of the matter and number of the file;
 - (4) Unique invoice number;
 - (5) Billing period;
 - (6) Description of each activity performed for each day in which services were performed;
 - (7) Work Order number associated with each activity;
 - (8) Name, labor classification (e.g., partner, associate, paralegal), billing rate, and hours worked by each person involved in each activity;
 - (9) Breakdown of allowed expenses, identified by billing period;
 - (10) Total amount of fees and costs "billed to date," including the preceding month;
- and

After the Diversion Authority receives Ashurst's invoice, the Diversion Authority will either process the invoice for payment or give Ashurst specific reasons, in writing, why part or all of the Diversion Authority's payment is being withheld and what actions Ashurst must take to receive the withheld amount. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. Ashurst must immediately refund any payment in error, or the Diversion Authority may offset the amount paid in error from any payment that is due or that may become due to Ashurst under this Agreement or any other agreement between the parties.

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Time for payment: Fees and expenses are payable within 21 days after the date of the invoice or at completion of the matter to which they relate, whichever is sooner. If you do not pay within 30 days of the date of the invoice, we reserve the right to charge interest on the amount outstanding from the due date until payment at two percentage points above the three month LIBOR rate from time to time or at such other maximum rate as is permitted by law or any professional, regulatory or other rules and regulations applicable to our work (including applicable rules of professional conduct) for you in any relevant jurisdiction ("Applicable Law and Regulations").)

7. **CLIENT MONEY**

If we are holding monies for you (whether on account of our fees or otherwise), these will be placed in a client account which will be operated in accordance with Applicable Law and Regulations. You agree that, subject to Applicable Law and Regulations, we will be permitted to use any such balances to pay outstanding invoices we have delivered to you. To the extent that our Services are completed for less in fees and expenses than the amount so advanced, we will refund the balance to you.

8. **CONFIDENTIALITY**

We will keep confidential all Information we receive regarding your business and affairs in accordance with Applicable Law and Regulations. Unless you instruct us otherwise at the time, you agree that the Ashurst Group may refer publicly to our involvement on your behalf, in accordance with Applicable Law and Regulations.

Ordinarily our advice is subject to legal professional privilege protecting it from production in civil or criminal proceedings. To maintain such privilege, it is important that our advice is kept confidential and is not disclosed to third parties. If you are in any doubt about this, please ask us for advice.

While each member of the Ashurst Group will continue to preserve clients' confidentiality and legal professional privilege, Ashurst Group members may exchange information with each other for Ashurst Group purposes including but not limited to the provision of the Services. We may also exchange information about existing or past matters that we have handled, but only (a) to assist with identification of and access to relevant expertise across the Ashurst Group and/or (b) to the extent necessary to check that no conflict of interest exists with any such matter handled by any member of the Ashurst Group. We may also disclose information on a confidential basis to third party services providers including legal process outsourcers.

We are generally obliged to disclose to you everything we know that is relevant to your matter. You agree that this duty does not extend to:

(a) confidential information belonging to another client or a third party even if it would be relevant to our work for you; or

(b) information that the team working on your matter is not aware of.

9. **PROVISION OF INFORMATION**

You agree to provide us with all information that is reasonably required for us to advise you and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter.

You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

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10. DATA PROTECTION

Where you ask us to carry out work involving personal data that you control we, as a data processor, shall keep that data appropriately secure and use it only as required for the work that we are instructed to do. We may be required by Applicable Law and Regulations to declare to the appropriate regulatory authority the existence of files containing personal data.

11. ELECTRONIC COMMUNICATIONS

Unless agreed with you, we will not encrypt electronic communications. You acknowledge that the electronic transmission of information by email or otherwise (in particular when unencrypted) may be delayed, intercepted, corrupted or otherwise fail to be delivered. We reserve the right to monitor all email communications through our network.

12. DOCUMENT STORAGE AND DESTRUCTION

Except for documents in respect of which we have specific instructions from you and subject to any Applicable Law and Regulations (including applicable tax law), we will store signed agreements and closing documents relating to a completed matter for a minimum of 10 years. Thereafter, we may destroy them without further notice to you. Subject to the foregoing, we reserve the right to destroy or otherwise dispose of other materials ("Other Materials") in your file within a reasonable time after termination of an engagement. Thus, subject to Applicable Laws and Regulations, we will have no obligation to retain Other Materials relating to our engagement beyond a reasonable period of time sufficient to permit you to request documents from us.

13. MONEY LAUNDERING

Please be aware that in certain non-United States jurisdictions, we are required to comply with all Applicable Law and Regulations relating to money laundering, including being satisfied as to the identity of any client.

14. THIRD-PARTY LIABILITY

Third party advice: We shall not have any liability for any services, information or advice given by any other member of the Ashurst Group or any other third party including, without limitation, legal and other professional advisers, government agencies and registers.

Liability to third parties: We shall have no liability to any third party for any Services that we provide to you unless we have agreed in writing that the third party can rely on such Services in accordance with the terms of such agreement.

15. CONFLICTS

In accordance with Applicable Laws and Regulations, we have procedures in place to identify and avoid potential conflicts of interest between clients of the Ashurst Group and/or the Ashurst Group. In some circumstances, we may be precluded from accepting instructions on conflict grounds. However, where we are not prevented from doing so by duties of confidentiality, our normal practice is to discuss conflict issues with you.

Subject to any Applicable Law and Regulations, you consent to our accepting instructions from other clients whose interests may conflict with your interests, provided that, at the time we accept those other instructions, we are not acting for you in a matter that is related to those other instructions, and we take reasonable and appropriate steps to ensure the confidentiality of any confidential information in our possession that belongs to you. This advance waiver applies, however, only if we have not received confidential information from you that is directly relevant to such matter.

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We may have more than one client actually or potentially interested in the same subject matter of a transaction or competing for the same asset (e.g. the acquisition of a company being sold by auction or a tender for a contract). In such cases you agree that we are free to act for more than one client to the extent not precluded by, and in accordance with, Applicable Law and Regulations.

16. REPRESENTATIONS AND WARRANTIES

Ashurst represents and warrants that the following statements are true:

- A. Ashurst has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- B. Ashurst has no interest that would constitute a conflict of interest. Ashurst will seek a waiver from the Diversion Authority prior to representing a party with interests potentially or actually adverse to the Diversion Authority's interests.
- C. This Agreement does not constitute a conflict of interest or default under any of Ashurst'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 Ashurst's ability to perform under this Agreement.
- E. Ashurst is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.

17. PROFESSIONAL AND GENERAL LIABILITY INSURANCE

Ashurst shall have the responsibility to provide and pay for professional liability insurance covering Ashurst and its employees under a policy of insurance having minimum coverage limits of three million dollars (\$3,000,000.00). The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Ashurst's employees during the terms of this Agreement.

- A. If any required policy is written on a "claims made" form, Ashurst must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority's acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that services commence under this Agreement.
- B. Within thirty (30) days of the commencement of Ashurst's performance of services for the Diversion Authority, Ashurst must have its insurance broker or agent send the Diversion Authority certificates of currency attesting to the existence of coverage. Ashurst will notify the Diversion Authority within thirty (30) days if the policies are cancelled, allowed to lapse, terminated or amended to reduce coverage without renewal or replacement.
- C. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better.
- D. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until Ashurst provides evidence of reinstatement that is effective as of the lapse date.
- E. If Ashurst does not renew or replace its policies of insurance with policies that meet the requirements of this Agreement within sixty (60) days of providing notice to the Diversion Authority in accordance with Section 17(B) above, then the Diversion Authority shall have the right to terminate this Agreement.

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18. INDEMNITY

Ashurst must hold harmless and indemnify the Diversion Authority from all claims, losses, and expenses (other than indirect or consequential loss, or loss of profit, revenue or opportunity), including attorney's fees and costs, to the extent directly caused by: (A) Ashurst's wrongful or negligent acts or omissions related to the performance of this Agreement; or (B) Ashurst's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or wilful misconduct of an indemnified party or any act of a third party for whom Ashurst is not responsible.

19. NOTICE

Any notice to Ashurst pursuant to this Agreement shall be given by delivering it to its principal office at Times Square Tower, 7 Times Square, New York, NY 10036, and to the Diversion Authority addressed to the Chairman, The Flood Diversion Board of Authority, Box 2806, 211 Ninth Street South, Fargo, ND 58108. Any such notice shall be given either through electronic mail or by depositing it in the U.S. Mail, postage prepaid, addressed as set forth above.

20. PROHIBITION OF ASSIGNMENT

Except as otherwise expressly provided in this Agreement, Ashurst agrees on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Ashurst by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by Ashurst or by any other person claiming under it by virtue of this Agreement, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without affect.

21. OWNERSHIP

As between the parties, the Diversion Authority is the exclusive owner of all material Ashurst produces in connection with the services under this Agreement, including copyrights. The Diversion Authority grants to Ashurst a perpetual, non-exclusive, royalty-free licence (with a right to sub-license to other members of the Ashurst Group) to exercise the rights in the material for Ashurst Group purposes. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, Ashurst must give all materials collected or produced to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. Ashurst may retain a copy of such records as are required to comply with professional obligations or for insurance purposes, or that are stored in electronic backups where it is not reasonably practicable to delete those records. Ashurst must maintain Ashurst's records relating to services under this Agreement and the Law Firm's invoices, and all other materials, in an accessible location and condition for a period of not less than four (4) years after the later of:

- A. The date when Ashurst receives final payment under this Agreement; or
- B. The date when the Diversion Authority resolves with Ashurst the findings of any final audit.

Ashurst may retain copies of any original documents that Ashurst provides to the Diversion Authority.

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22. MODIFICATION

This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by the Diversion Authority and signed by the Chairman of the Diversion Authority. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement.

23. WAIVER

A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

24. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon Ashurst, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties.

26. FORCE MAJEURE AND DISRUPTION TO SERVICES

Except for obligations to pay any amount due, neither we nor you shall be liable in any way for failure to perform our respective obligations under this Agreement or the Engagement Letter if the failure is due to causes outside the reasonable control of the party which has failed to perform.

In providing services to you we rely on the availability of a wide range of resources including utilities and electronic and communication systems. You acknowledge that we cannot guarantee the availability or proper functioning of these resources and that (except to the extent required by law) we have no liability to you for any delay, disruption or failure to provide services, due to the unavailability or malfunctioning of these resources for any reason.

27. TERMINATION

You may terminate our engagement on any matter in writing at any time. Subject to Applicable Law and Regulations, we may cease acting for you with good reason and on reasonable written notice after providing you with a reasonable opportunity to arrange for alternative counsel. Reasons for our withdrawal might include, without limitation, your breach of any of the terms of the Engagement Letter or this Agreement. In addition, if you object to an adverse representation involving a matter in which we request a specific conflict waiver, you agree that we may elect to resign from your representation and transfer your representation to other counsel of your choice, and thereby resolve your objection. In those circumstances, you agree that you will continue to be bound by your advance consent and waiver of conflicts of interest without further objection or action to disqualify us. In the event of termination, expiration, or removal/withdrawal, Ashurst must withdraw as counsel from the Diversion Authority (and any person represented on the Diversion Authority's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of Ashurst's statutory or ethical duties. Ashurst must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which Ashurst believes are necessary

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to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

On termination you will pay all outstanding fees and expenses. All accrued rights and liabilities under this Agreement and the Engagement Letter shall survive and remain in full force and effect notwithstanding termination. Subject to Applicable Law and Regulations, we reserve the right to charge you, and you agree to pay, for all reasonable and necessary time charges and expenses incurred in assisting you in making a transition to new counsel, including without limitation duplication of file materials and transfer of those materials to you or at your direction.

28. SEVERABILITY

If any provision in this Agreement is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective, and the validity of the remaining provisions shall not be affected in any way.

29. DISPUTE RESOLUTION AND GOVERNING LAW

Unless we agree otherwise with you in the Engagement Letter or to the extent that this is not permitted by any Applicable Law and Regulations: this Agreement, any Engagement Letter, the provision by us of Services to you and any dispute between us arising out of or in connection with any of them ("Dispute") shall be governed by New York law to the extent permitted thereby.

Where a material portion of the services will be rendered in the State of New York, should a dispute arise concerning our fees or expenses that cannot be amicably resolved, you may be entitled to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York.

Nothing in this Agreement shall prevent us from applying to a court of competent jurisdiction or other competent authority for the recovery of fees and expenses, including those of any third party, incurred on your behalf, nor from taking any steps we consider necessary if proceedings are issued against us by a third party (such as joining you as a party to such proceedings).

30. TAX STATEMENTS

We want to make you aware that the Internal Revenue Code and accompanying Treasury Regulations similar to those that require all taxpayers to disclose their participation in "reportable transactions" also require any "material advisor" to file a return with respect to any reportable transaction and to maintain a list of any participant in a reportable transaction. Ashurst LLP has instituted procedures to comply with these requirements while maintaining your ability to assert any applicable privileges. As part of this engagement, Ashurst LLP will monitor whether it is a material advisor with respect to a reportable transaction, and we will notify you prior to filing a return with respect to a reportable transaction or providing a list of participants and associated documents to the Internal Revenue Service. You agree to cooperate with us in our efforts to comply with these reporting requirements.

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APPENDIX 2
WORK ORDER

ashurst

WORK ORDER

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

Work Order No.: _____ Date Work Order Requested: _____

Matter: _____ Requested By: _____

Assigned To: _____ Expected Completion Date: _____

Description of Work Order Requested:

APPROVED:

Chairman

Date

ashurst

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 07 day of January, 2016 (the "Effective Date"), by and between Fargo Moorhead Diversion Authority, Fargo, North Dakota ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.

2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its Chairman ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.

4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.

5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party.

Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

6. Confidentiality; Disclosure of Information.

6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

- 9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Ramsey County District Court, Minnesota. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 9.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

Fargo Moorhead Diversion Authority
211 Ninth Street South, Box 2806
Fargo, North Dakota 58108
Attention: Darrell Vanyo, Chairman

If to the Advisor, to:

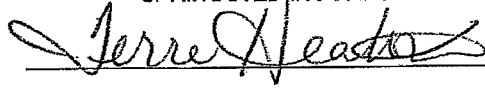
Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Darrell Vanyo
Print Name
Chairman
Title



Terri Heaton
Print Name
Senior Vice President
Title

APPENDIX A OF AGREEMENT BETWEEN

Fargo Moorhead Diversion Authority,
Fargo, North Dakota

AND

Springsted Incorporated

Effective as of January 7, 2016

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or

other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;

- b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

Fargo Moorhead Diversion Authority,
Fargo, North Dakota

AND

Springsted Incorporated

Effective as of January 7, 2016

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - \$7 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
 - Minimum bond issuance fee - \$12,500
- b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- g. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

Fargo Moorhead Diversion Authority,
Fargo, North Dakota

AND

Springsted Incorporated

Effective as of January 7, 2016

VARIOUS FORMS OF COMPENSATION

In connection with our fiduciary duty, we are hereby providing to you written disclosures about the actual or potential conflicts of interest presented by various forms of compensation.

We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid

under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

In connection with our fiduciary duty, we are hereby providing to you a written disclosure regarding actual or potential material conflicts of interest. The following represent the material conflicts of interest known to us as of the date of this Agreement:

Affiliated Entities and Subsidiaries. Advisor's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to Client in connection with the investment of proceeds from an issuance of securities. In such instances, such services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Advisor may recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments.

"No additional conflicts of interest have been identified by Advisor"